



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, February 26, 2024
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Events Team

Approval of Prior Meeting Minutes

2. January 22, 2024, Regular Meeting, Executive Session
3. February 07, 2024, Special Call Work Session, Executive Session

Announcements

Public Comment

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

Consent Agenda

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

- [4.](#) Purchase of Cohesity Backup System
- [5.](#) On-Demand Streets and Stormwater Maintenance on an Annual Contract
- [6.](#) Janitorial Maintenance Services on an Annual Contract

- [7.](#) On-Demand Underground Electric Distribution Cable Installation on an Annual Contract
- [8.](#) Solid Waste Disposal Services on an Annual Contract
- [9.](#) On-Demand Installation of New Gas Mains on an Annual Contract Change Order 1
- [10.](#) Resolution of the City of Lawrenceville to authorize electronic signatures and records
- [11.](#) Signing Authority 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.

- [12.](#) Ordinance to Adopt the 2045 Comprehensive Plan and Transportation Master Plan

Public Hearing New Business

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

- [13.](#) RZC2023-00052: Ming Zhou; 0 Curtis Road (PIN 5145 299)
- [14.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 1 Districts
- [15.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 10; Definitions
- [16.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 6; Architectural and Design Standards

Council Business Old Business

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

- [17.](#) Ordinance to amend chapter 4 of the Code of Ordinances to update provisions related to breweries and distilleries
- [18.](#) Flock Safety Raven Gun Shot Detection System

Council Business New Business

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

- [19.](#) Lawrenceville Dog Park Project
- [20.](#) Acquisition of Jackson EMC Properties near Lyle Circle and Hurricane Shoals Road

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, FEBRUARY 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of Cohesity Backup System
- Department:** Information Technology
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$270,888.00
- Presented By:** Kyle Parker, Information Technology Director
- Action Requested:** Award Purchase of Cohesity Backup System to SureLock Technology in the amount of \$270,888.00 using competitively procured NCPA cooperative contract 01-96. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: Staff is seeking approval to replace the existing backup systems servicing the City Hall, Public Works, and Police networks with a new Cohesity Backup System.

Background: The current backup system has encountered occasional issues, requiring intervention from both hardware and software support vendors for resolution. Unfortunately, support responses have been slow. Given the critical role backups play in safeguarding our systems, any disruptions or delays are considered unacceptable.

The IT Department collaborated with SureLock Technology, which proposed two solutions. After careful evaluation, the Cohesity solution emerged as the optimal choice for our systems. We conducted reference checks with environments similar to ours, and all feedback was positive. This system is available for purchase through the National Cooperative Purchasing Alliance (NCPA Contract #01-96).

Fiscal Impact: \$270,888.00. Funding is available in project 02-024 (IT – ARPA Projects).

Attachments/Exhibits: SureLock – Proposal – CohesityBackupSys.pdf

SureLock Technology
 297 Industrial Park Dr NE, Suite A
 Lawrenceville, Georgia 30046
 United States
<https://surelocktechnology.com/>
 (P) 678-712-5346

Quotation (Open)
 Quote #: 748 1 rev of 1
 Modified Date: Jan 24, 2024 04:02 PM GMT
 Expiration Date: 02/21/2024
 Description: Cohesity Solution Quotation #
 125454560-1



Bill To

City of Lawrenceville
 70 S Clayton Street
 Lawrenceville, GA 30046
 United States
 (P) 678-407-6406

Ship To

City of Lawrenceville
 70 S Clayton Street
 Lawrenceville, GA 30046
 United States
 (P) 678-407-6406

Sales Associates

Preparer: Romero, Samuel
 E-mail: sromero@surelocktechnology.com
 Phone: 6787125346 ext. 113
 Account Manager: Douthit, Alan
 E-mail: adouthit@surelocktechnology.com

#	Description	Part #	Qty	Unit Price	Total
NCPA Contract# 01-97					
Lawrenceville Cohesity Cluster					
1	C5026-SFP FOUR (4) NODE BLOCK WITH 96 TB SECURE ERASE HDD, 6.4 TB PCI-E FLASH, 512 GB RAM, 16X 10GBE SFP+ PCIE, 4X IPMI; HARDWARE ON LY	C5026-10G-SFP-4	1	\$30,255.00	\$30,255.00
2	PREMIUM (24X7) SUPPORT FOR C5026-10G-SFP-4-INFO; SUBJECT TO THE COHESITY SUPPORT MAINTENANCE TERMS AND CONDITIONS. Term - 36 Months	CS-P-C5026-10G-SFP-4	1	\$10,793.00	\$10,793.00
3	CABLE, 10G, SFP+, TWINAX, 5M	CBL-10G-SFP-005	8	\$83.00	\$664.00
4	COHESITY DATAPROTECT SERVICE SUBSCRIPTION (1 TB). BACKUP AND RECOVERY ACROSS ON-PREM AND CLOUD WORKLOADS. SUBSCRIPTION PER TB OF USABLE STORAGE CAPACITY. Term - 36 Months	SVC-DATAPROTECT	50	\$1,532.00	\$76,600.00
5	INSTALL ONE CLUSTER (3-8 NODES) COHESITY SOFTWARE ONLY. CREATE BACKUP JOBS FOR UP TO 3 WORKLOADS - LIMITED SCOPE. SEE TERMS & CONDITIONS FOR ADDITIONAL DETAILS. PRICED PER SITE. SERVICE DAYS MUST BE CONSECUTIVE BUSINESS DAYS. PRE..	PS-JUMPSTART-SM	1	\$11,068.00	\$11,068.00
Cohesity FORT KNOX					
6	COHESITY FORTKNOX DELIVERED AS A SERVICE ON AWS DATA PLANE. PROVIDES A SECURE SERVICE FOR CUSTOMERS TO VAULT THEIR DATA INTO COHESITY-MANAGED WARM TIER STORAGE IN THE CLOUD. PROVIDES DATA ISOLATION, ANOMALY DETECTION REPORTING, AND F.. Term - 36 Months	SAAS-FORTKNOX-AWS	75	\$1,268.00	\$95,100.00
7	KICK-OFF CALL, PRE-INTEGRATION PLANNING, VERIFICATION OF ACCOUNT ACCESS TO HELIOS, HELIOS GUIDED TOUR, UPGRADE TO REQUIRED COHESITY VERSION FOR FORTKNOX, CREATION OF CLOUD VAULTS, SELECTION OF REGION AND ENCRYPTION KEY MANAGEMENT SYS..	PS-FORTKNOX	1	\$6,641.00	\$6,641.00
8	COHESITY M365 DELIVERED AS A SERVICE (1 USER) ON AZURE DATA PLANE. BACKUP AND RECOVERY OF M365 WORKLOAD. UNLIMITED RETENTION. PRE-PAID SUBSCRIPTION PER USER. UP TO 80FEGB PER USER ON AN AVERAGE. UP TO 3 AZURE REGIONS (AS REGIONS BECO.. Term - 36 Months	SAAS-M365-UNL-AZURE-SM	330	\$93.00	\$30,690.00
9	PS DEPLOYMENT OF COHESITY CLOUD SERVICES OFFERING INCLUDES: KICK-OFF, ONBOARD & TOUR, VERIFY ACCOUNT, SELECT REGION & ENCRYPTION METHOD, REVIEW SUPER ADMIN USER ACCOUNT, HELIOS DASHBOARD & FEATURE TOUR, SAAS CONNECTOR MAN..	PS-CCS-DEPLOY	1	\$4,649.00	\$4,649.00
Cohesity Training					
10	ACCESS TO THE ENTIRE CURRICULUM FOR 1 INSTRUCTOR-LED OR ECOURSE FOR ONE (1) INDIVIDUAL FOR ONE (1) YEAR. CONTACT ACADEMY@COHESITY.COM FOR A SCHEDULE OF COURSE OFFERINGS. ACCESS TO LABS FOR ONE YEAR. EXPIRES 365 DAYS FROM PO. AVAILABL..	TR-ALLACCESSPASS-1C	12	\$369.00	\$4,428.00

Subtotal: \$270,888.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$270,888.00

Disclaimer: SureLock Technology resells products from numerous manufactures. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain products or services subject to such incentives. No representation or warranty to the contrary is made. SureLock Technology passed through to the buyer the terms and conditions of the original equipment manufacturers product, software licenses and warranties. Any exceptions must be negotiated directly with the original equipment manufacturer.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, FEBRUARY 26, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** On-Demand Streets and Stormwater Maintenance on an Annual Contract
- Department:** Engineering
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$1,000,000.00
- Presented By:** Reginald Anderson, City Engineer
- Action Requested:** Approval to renew On-Demand Streets and Stormwater Maintenance on an Annual Contract to The Dickerson Group, Inc. and A&S Paving, Inc. in the amount of \$1,000,000.00.

Summary: This is an on-demand contract for concrete repair/maintenance work, removal & replacement of concrete structures, curbs, and gutters, catch basins, spillways, brick paving, sidewalks, and driveways. It will also be used for the removal & replacement of existing storm drain pipes and stormwater structures, including asphalt patchwork. This contract will be used on an as-needed basis. The contractors will supply all labor, materials, and equipment necessary to perform the various jobs. This is the first of four renewal options. Pricing has remained firm for both companies. This contract amount is within budget. The attached tabulation reflects estimated quantities from the original bid to determine the low bidders.

Background: The original awarded amount was \$1,000,000.00. The previous year's spend is \$484,058.05.

Fiscal Impact: Amount of \$1,000,000.00. This contract is funded by the Capital Outlay Fund (5614320.541000) Project 25-002, and Capital Outlay Fund (3551565.541000) Project 08-005.

Attachments/Exhibits:
Bid Tabulation

SB013-23

On-Demand Streets and Stormwater Maintenance on an Annual Contract
Engineering

				A & S Paving		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	Demo Exis. Concrete Curb & Gutter	400	LF	\$32.00	\$12,800.00	\$12.00	\$4,800.00
3	Demo Exis. Concrete Sidewalk Incl. H/Cap Ramps & Bricks.	300	SY	\$52.00	\$15,600.00	\$30.00	\$9,000.00
4	Demo Exis. Concrete Driveways	300	SY	\$52.00	\$15,600.00	\$30.00	\$9,000.00
5	Demo Exis. Concrete Catch Basin Top & Throat	20	EA	\$500.00	\$10,000.00	\$1,500.00	\$30,000.00
6	Remove & Replace Exis. Pedestal, Mh, Jb, & Cb Tops	20	EA	\$2,800.00	\$56,000.00	\$500.00	\$10,000.00
7	Ditch/ Stream Cleanout – Remove Debris Loose Material, Silt, And Vegetation At Culverts & Storm Drain Structures And Hall Off Unsuitable Soil To Ensure Positive Drainage.	100	CY	\$225.00	\$22,500.00	\$50.00	\$5,000.00
8	Demo Exis. Pipe (All Types, Up To 30”) Include Backfill	50	LF	\$295.00	\$14,750.00	\$20.00	\$1,000.00
9	Demo Exis. Pipe (All Types, From 30” Up To 60”) Include Backfill	50	LF	\$395.00	\$19,750.00	\$20.00	\$1,000.00
10	Construct Complete New - All Included - Sidewalk With Bricks Pavers - W/ Broom Finish, Min. 3,000 Psi	500	SY	\$325.00	\$162,500.00	\$75.00	\$37,500.00
11	Construct Complete New - All Included - Sidewalkwith No Bricks Pavers - W/ Broom Finish, Min. 3,000 Psi	500	SY	\$175.00	\$87,500.00	\$55.00	\$27,500.00
12	Construct Complete New - All Included ADA Ramp	100	SY	\$1,125.00	\$112,500.00	\$180.00	\$18,000.00

BID TABULATION

13	Construct Complete New - All Included - Con., Curb & Gutter. 6 In X 24 In, Including GAB & Excavation	500	LF	\$85.00	\$42,500.00	\$25.00	\$12,500.00
14	Construct Complete New - All Included - Con., Curb & Gutter. 6 In X 30 In, Including GAB & Excavation	500	LF	\$85.00	\$42,500.00	\$25.00	\$12,500.00
15	Construct Complete New - All Included - Concrete Driveway Apron, 6" Thick - W/ 6x6 Wwf & GAB Including Excavation)	500	SY	\$120.00	\$60,000.00	\$95.00	\$47,500.00
16	Install Complete Class "B" Concrete	50	CY	\$425.00	\$21,250.00	\$400.00	\$20,000.00
17	Install Complete Flowable Fill	25	CY	\$275.00	\$6,875.00	\$400.00	\$10,000.00
18	Construct Complete All Included - Double Wing Catch Basin (Less Than 6' Depth)	30	EA	\$6,800.00	\$204,000.00	\$10,000.00	\$300,000.00
19	Additional Depth –For Double Wing Catch Basin	1	LF	\$1,200.00	\$1,200.00	\$650.00	\$650.00
20	Construct Complete All Included - Single Wing Catch Basin (Less Than 6' Depth)	30	EA	\$6,800.00	\$204,000.00	\$10,000.00	\$300,000.00
21	Additional Depth For Single Wing Catch Basin	1	LF	\$1,200.00	\$1,200.00	\$650.00	\$650.00
22	Construct/Replace Complete Con. Tops For Catch Basins & Manholes & Junction Boxes	30	EA	\$2,000.00	\$60,000.00	\$3,500.00	\$105,000.00
23	Construct Complete All Included - Pedestal Inlet (Less Than 6' Depth)	15	EA	\$6,000.00	\$90,000.00	\$10,000.00	\$150,000.00
24	Additional Depth For Pedestal Inlet	1	LF	\$1,200.00	\$1,200.00	\$650.00	\$650.00
25	Construct Complete All Included - Hood & Frame Drop Inlet With Vine Grate (Less Than 6' Depth)	30	EA	\$6,000.00	\$180,000.00	\$10,000.00	\$300,000.00
26	Additional Depth For Hood & Frame Drop Inlet With Vine Grate	1	LF	\$1,200.00	\$1,200.00	\$650.00	\$650.00
27	Construct Complete All Included - Manhole (Less Than 6' Depth)	15	EA	\$6,000.00	\$90,000.00	\$10,000.00	\$150,000.00
28	Additional Depth For Manhole	1	LF	\$1,200.00	\$1,200.00	\$650.00	\$650.00
29	Construct Complete All Included - Doghouse Manhole (Less Than 6' Depth)	3	EA	\$6,000.00	\$18,000.00	\$8,500.00	\$25,500.00
30	Additional Depth For Doghouse Manhole	1	LF	\$1,200.00	\$1,200.00	\$650.00	\$650.00
31	Construct Complete All Included – 18" Flared End Section	5	EA	\$10.00	\$50.00	\$1,700.00	\$8,500.00

BID TABULATION

32	Construct Complete All Included – 24” Flared End Section	5	EA	\$10.00	\$50.00	\$1,900.00	\$9,500.00
33	Construct Complete All Included – 30” Flared End Section	5	EA	\$10.00	\$50.00	\$2,000.00	\$10,000.00
34	Construct Complete All Included – 36” Flared End Section	5	EA	\$10.00	\$50.00	\$2,500.00	\$12,500.00
35	Construct Complete All Included – 42” Flared End Section	5	EA	\$10.00	\$50.00	\$3,200.00	\$16,000.00
36	Construct Complete All Included – 48” Flared End Section	5	EA	\$10.00	\$50.00	\$4,000.00	\$20,000.00
37	Construct Complete All Included - 18” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$1,800.00	\$27,000.00
38	Construct Complete All Included - 24” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$1,800.00	\$27,000.00
39	Construct Complete All Included - 30” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$1,800.00	\$27,000.00
40	Construct Complete All Included - 36” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$2,300.00	\$34,500.00
41	Construct Complete All Included - 42” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$2,500.00	\$37,500.00
42	Construct Complete All Included - 48” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$3,000.00	\$45,000.00
43	Construct Complete All Included - 54” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$3,900.00	\$58,500.00
44	Construct Complete All Included - 60” Precast Concrete Headwall	15	EA	\$10.00	\$150.00	\$5,000.00	\$75,000.00
45	Install Complete 5” Concrete Flume	150	SY	\$225.00	\$33,750.00	\$95.00	\$14,250.00
46	Install Temporary Silt Fence Type "C" All Included.	400	LF	\$4.00	\$1,600.00	\$4.50	\$1,800.00
47	Install On All Disturbed Areas Permanent Vegetation & Landscaping - Grassing- Sod (All Types) To Match Existing Including Agricultural Lime - Fertilizer Mixed Grade & Watering. All Included	200	SY	\$59.00	\$11,800.00	\$40.00	\$8,000.00

BID TABULATION

48	Install Temp. Inlet Protection At All Inlet Structures All Included.	4	EA	\$1,200.00	\$4,800.00	\$150.00	\$600.00
49	Stone Rip Rap Type I, Complete In Place (Including Filter Fabric)	500	TON	\$110.00	\$55,000.00	\$70.00	\$35,000.00
50	Stone Rip Rap Type Iii, Complete In Place (Including Filter Fabric)	500	TON	\$100.00	\$50,000.00	\$75.00	\$37,500.00
51	Install Complete In Place - Graded Aggregate Base Compacted (GAB) - 6" - 10" Thick All Included	100	TON	\$110.00	\$11,000.00	\$55.00	\$5,500.00
52	Install All Included Complete - # 57 Stone In Place.	100	TON	\$75.00	\$7,500.00	\$75.00	\$7,500.00
53	Street Patching. Asphalt Saw Cuts & Patching (Min 6" GAB Compacted, Min. 3" 19 Mm Binder & Min. 2" 9.5 Mm Topping) Compaction Including & Tack	50	SY	\$210.00	\$10,500.00	\$210.00	\$10,500.00
54	Road Cut Repair (10" Concrete Cap With 1.5" Asphalt Patch 9.5 Mm Superpave)	50	SY	\$275.00	\$13,750.00	\$275.00	\$13,750.00
55	Remove And Replace Unsuitable Soil – All Included	40	CY	\$105.00	\$4,200.00	\$60.00	\$2,400.00
56	Install Complete 18" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$168.00	\$16,800.00	\$110.00	\$11,000.00
57	Additional Depth For 18" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
58	Install Complete 18" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$143.00	\$14,300.00	\$110.00	\$11,000.00
59	Additional Depth For 18" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
60	Install Complete 24" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$186.00	\$18,600.00	\$120.00	\$12,000.00

BID TABULATION

61	Additional Depth For 24" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
62	Install Complete 24" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$145.00	\$14,500.00	\$120.00	\$12,000.00
63	Additional Depth For 24" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
64	Install Complete 30" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$211.00	\$21,100.00	\$145.00	\$14,500.00
65	Additional Depth For 30" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
66	Install Complete 30" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$163.00	\$16,300.00	\$145.00	\$14,500.00
67	Additional Depth For 30" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
68	Install Complete 36" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$245.00	\$24,500.00	\$171.00	\$17,100.00
69	Additional Depth For 36" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
70	Install Complete 36" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$175.00	\$17,500.00	\$171.00	\$17,100.00
71	Additional Depth For 36" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00

BID TABULATION

72	Install Complete 42" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$275.00	\$27,500.00	\$220.00	\$22,000.00
73	Additional Depth For 42" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
74	Install Complete 42" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$189.00	\$18,900.00	\$220.00	\$22,000.00
75	Additional Depth For 42" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
76	Install Complete 48" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$316.00	\$31,600.00	\$275.00	\$27,500.00
77	Additional Depth For 48" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
78	Install Complete 48" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$191.00	\$19,100.00	\$275.00	\$27,500.00
79	Additional Depth For 48" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
80	Install Complete 54" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$371.00	\$37,100.00	\$340.00	\$34,000.00
81	Additional Depth For 54" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$40.00	\$40.00
82	Install Complete 54" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$259.00	\$25,900.00	\$1.00	\$100.00

BID TABULATION

83	Additional Depth For 54" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$1.00	\$1.00
84	Install Complete 60" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$441.00	\$44,100.00	\$377.00	\$37,700.00
85	Additional Depth For 60" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$45.00	\$45.00
86	Install Complete 60" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$273.00	\$27,300.00	\$377.00	\$37,700.00
87	Additional Depth For 60" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	\$45.00	\$45.00
88	Remove/Relocate Road Sign, Incl. Mailboxes	25	EA	\$150.00	\$3,750.00	\$100.00	\$2,500.00
89	Adjust Hydrant To Grade	8	EA	\$1,200.00	\$9,600.00	\$1,575.00	\$12,600.00
90	Adjust Manhole Top, Frame And Cover To Grade With Concrete Colar (All Types)	8	EA	\$2,200.00	\$17,600.00	\$650.00	\$5,200.00
91	Relocate Exist Water Meter Incl. Box	8	EA	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00
92	Relocate Exist Fire Hydrant	5	EA	\$2,500.00	\$12,500.00	\$3,500.00	\$17,500.00
93	Mobilization – Work Order (Engineer Estimate) Less Than \$5,000.00	1	EA	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
94	Mobilization – Work Order (Engineer Estimate) Over \$5,000.00 And Less Than \$10,000.00	1	EA	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
95	Mobilization – Work Order (Engineer Estimate) Over \$10,000.00 And Less Than \$20,000.00	1	EA	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
96	Mobilization – Work Order (Engineer Estimate) Over \$20,000.00 And Less Than \$50,000.00	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
97	Mobilization – Work Order (Engineer Estimate) Over \$50,000.00	1	EA	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
98	Major Traffic Control – Total Per Project	1	LS	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00

BID TABULATION

99	Minor Traffic Control – Total Per Project	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
100	Stream By-pass pumping (all included) – 4” Pump	10	HR	\$75.00	\$750.00	\$65.00	\$650.00
TOTAL SECTION A				\$2,252,025.00		\$2,540,261.00	

Section B CCTV Storm Drain Pipe Inspections & Clean-Out							
				A & S Paving		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Light Stormwater Pipe Cleaning ≥ 15” Dia Pipe Up To 28” Pipe Dia Pipe	100	LF	\$25.00	\$2,500.00	\$8.00	\$800.00
2	Light Stormwater Pipe Cleaning ≥ 30” Dia Pipe Up To 48” Pipe Dia Pipe	100	LF	\$25.00	\$2,500.00	\$8.00	\$800.00
3	Light Stormwater Pipe Cleaning ≥ 48” Dia Pipe Up To 60” Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	\$10.00	\$1,000.00
4	Heavy Stormwater Pipe Cleaning ≥ 15” Dia Pipe Up To 28” Pipe Dia Pipe	100	LF	\$100.00	\$10,000.00	\$15.00	\$1,500.00
5	Heavy Stormwater Pipe Cleaning ≥ 30” Dia Pipe Up To 48” Pipe Dia Pipe	100	LF	\$115.00	\$11,500.00	\$20.00	\$2,000.00
6	Heavy Stormwater Pipe Cleaning ≥ 48” Dia Pipe Up To 60” Pipe Dia Pipe	100	LF	\$130.00	\$13,000.00	\$25.00	\$2,500.00
7	Televised (CCTV) Inspections Of Existing Storm Drain Pipe Systems At Various Locations Throughout The City Of Lawrenceville Ga ≥ 15” Dia Pipe Up To 28” Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	\$3.00	\$300.00
8	Televised (CCTV) Inspections Of Existing Storm Drain Pipe Systems At Various Locations Throughout The City Of Lawrenceville Ga ≥ 30” Dia Pipe Up To 48” Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	\$4.00	\$400.00

BID TABULATION

9	Televised (CCTV) Inspections Of Existing Storm Drain Pipe Systems At Various Locations Throughout The City Of Lawrenceville Ga ≥ 48" Dia Pipe Up To 60" Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	\$5.00	\$500.00
10	Storm Drain Structure Inspection (All Types)	5	EA	\$750.00	\$3,750.00	\$750.00	\$3,750.00
11	Stormwater Inlet/Outlet Structure Cleaning	20	EA	\$1,200.00	\$24,000.00	\$500.00	\$10,000.00
TOTAL SECTION B				\$79,250.00		\$23,550.00	
TOTAL SECTIONS A & B				\$2,331,275.00		\$2,563,811.00	
Will vendor hold pricing firm? Renewal Option 1				10% increase		10% increase	
Will vendor hold pricing firm? Renewal Option 2				10% increase		10% increase	
Will vendor hold pricing firm? Renewal Option 3				10% increase		10% increase	
Will vendor hold pricing firm? Renewal Option 4				10% increase		10% increase	

Recommended Vendors:

The Dickerson Group, Inc.
 871 Old Peachtree Road NW
 Lawrenceville, GA 30043
 770-513-4558
jason.freeland@dickersongroup.net

A&S Paving, Inc.
 2747 S. Stone Mountain Lithonia Rd.
 Lithonia, GA 30058
 770-482-1597
info@aspaving.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, FEBRUARY 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Janitorial Maintenance Services on an Annual Contract
- Department:** Facilities and Grounds
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$141,300.00
- Presented By:** Brian Osborne, Facilities & Grounds Maintenance Manager
- Action Requested:** Award Janitorial Maintenance Services on an Annual Contract using competitively bid Gwinnett County contract RP021-20 to Intercontinental Commercial Services, Inc. in the amount of \$141,300.00.

Summary: This contract is for the provision of professional janitorial services which will provide necessary routine interior cleaning and specified building maintenance services for city facilities. The amount is \$17,000.00 over budget and will use contingency funds.

Fiscal Impact: Amount of \$141,300.00. This contract is funded by the Custodial Services Fund (1001565.522130).

Attachments/Exhibits:
Cost Tabulation

COST TABULATION

RP021-20 (GC)
Janitorial Maintenance Services on an Annual Contract
Facilities

			Intercontinental Commercial Services, Inc.	
ITEM #	DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE
1.	City Hall	12 MON	\$4,750.00	\$57,000.00
2.	Public Works	12 MON	\$2,475.00	\$29,700.00
3.	Police Department	12 MON	\$4,550.00	\$54,600.00
TOTAL			\$141,300.00	

Recommended Vendor:
 Intercontinental Commercial Services, Inc.
 912 Hurricane Shoals Road, NE
 Lawrenceville, GA 30043
 P: 678-530-0401



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, FEBRUARY 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** On-Demand Underground Electric Distribution Cable Installation on an Annual Contract
- Department:** Electric
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$775,493.63
- Presented By:** Huston Gillis, Public Works Director
- Action Requested:** Approval to renew On-Demand Underground Electric Distribution Cable Installation on an Annual Contract to Over and Under General Contractor, Inc. in the amount of \$775,493.63.

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. This is the fourth and final renewal option. Pricing has increased 2% as stipulated in the agreement.

Background: Original awarded amount was \$716,436.24. First renewal amount was \$730,764.96. Second renewal amount was \$745,380.26. Third renewal amount was \$760,287.87.

Fiscal Impact: Not to exceed \$775,493.63. This contract is funded by the Contract Labor Fund (5104600.523850).

Attachments/Exhibits:
Bid Tabulation

SB012-20

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

				Over and Under General Contractor, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	INSTALL THREE PHASE TERMINATING CABINET	3	Ea	\$2,054.46	\$6,163.37
2	INSTALL PME SWITCHGEAR	3	Ea	\$1,948.38	\$5,845.13
3	INSTALL 48" FIBERGLASS GROUND SLEEVE	3	Ea	\$3,474.61	\$10,423.82
4	TERMINATE PME SWITCHGEAR - 600 AMP SIDE	6	Ea	\$1,510.70	\$9,064.18
5	TERMINATE PME SWITCHGEAR - 200 AMP SIDE	6	Ea	\$1,208.56	\$7,251.34
6	DIRECTIONAL TRENCH 2" CONDUIT	5000	Ft	\$20.02	\$100,124.97
7	DIRECTIONAL TRENCH 4" CONDUIT	3000	Ft	\$26.41	\$79,234.03
8	DIRECTIONAL TRENCH 6" CONDUIT	2000	Ft	\$32.91	\$65,811.88
9	DIG OPEN TRENCH 48" DEEP - NORMAL SOIL	5000	Ft	\$9.63	\$48,168.23
10	DIG OPEN TRENCH 36" DEEP - NORMAL SOIL	1000	Ft	\$8.12	\$8,118.24
11	INSTALL 2" PVC CONDUIT IN TRENCH	3000	Ft	\$1.95	\$5,845.13
12	INSTALL 4" PVC CONDUIT IN TRENCH	1000	Ft	\$2.38	\$2,381.35
13	INSTALL 6" PVC CONDUIT IN TRENCH	2000	Ft	\$3.68	\$7,360.54
14	INSTALL 3C 1000 KCMIL PRIMARY CABLE IN 6 INCH CONDUIT	2000	Ft	\$9.09	\$18,184.86
15	INSTALL 3C 1/0 PRIMARY CABLE IN 4 INCH CONDUIT	2000	Ft	\$4.55	\$9,092.43
16	INSTALL 1C 1/0 PRIMARY IN 2 INCH CONDUIT	5000	Ft	\$2.71	\$13,530.40
17	INSTALL 3C 1000 KCMIL PRIMARY CABLE IN TRENCH	2000	Ft	\$12.12	\$24,246.48
18	INSTALL 3C 1/0 PRIMARY CABLE IN TRENCH	2000	Ft	\$7.36	\$14,721.08
19	INSTALL 1C 1/0 PRIMARY CABLE IN TRENCH	4000	Ft	\$2.71	\$10,824.32
20	BACKFILL, CLOSE, AND COMPACT 48 INCH DEEP TRENCH	5000	Ft	\$2.06	\$10,283.11
21	BACKFILL, CLOSE, AND COMPACT 36 INCH DEEP TRENCH	1000	Ft	\$1.52	\$1,515.41
22	INSTALL SINGLE PHASE PADMOUNT TRANSFORMER	75	Ea	\$832.39	\$62,429.27
23	INSTALL SINGLE PHASE PREFORMED CONCRETE TRANSFORMER PAD	50	Ea	\$368.03	\$18,401.35
24	INSTALL RESIDENTIAL STREET LIGHT ON 16' MH FG POLE	25	Ea	\$305.72	\$7,643.05
25	TERMINATE PRIMARY ELBOWS IN SINGLE PHASE PADMOUNT TRANSFORMER	100	Ea	\$151.06	\$15,106.42
26	INSTALL 1/0 UNDERGROUND TRIPLEX SERVICE WIRE	3000	Ft	\$4.98	\$14,937.56
27	INSTALL 4/0 UNDERGROUND TRIPLEX SERVICE WIRE	1000	Ft	\$9.60	\$9,601.17
28	INSTALL 350 UNDERGROUND TRIPLEX SERVICE WIRE	1000	Ft	\$9.96	\$9,958.38
29	INSTALL UNDERGROUND STREET LIGHT SERVICE WIRE	1000	Ft	\$2.11	\$2,110.74
30	INSTALL SECONDARY PEDESTAL	20	Ea	\$302.14	\$6,042.79
31	TERMINATE UNDERGROUND TRIPLEX SERVICE WIRE IN TRANSFORMER/PEDESTAL	70	Ea	\$194.84	\$13,638.65
32	INSTALL THREE PHASE PADMOUNT TRANSFORMER - 75KVA - 1000KVA	7	Ea	\$579.33	\$4,055.30
33	INSTALL THREE PHASE PADMOUNT TRANSFORMER - 1500KVA - 2500KVA	3	Ea	\$2,706.08	\$8,118.24
34	INSTALL THREE PHASE PREFORMED CONCRETE TRANSFORMER PAD	10	Ea	\$1,125.73	\$11,257.29
35	TERMINATE 3C 1000 KCMIL PRIMARY CABLE ON POLE	6	Ea	\$3,074.11	\$18,444.64
36	TERMINATE 3C 1/0 PRIMARY CABLE ON POLE	6	Ea	\$1,602.00	\$9,612.00
37	TERMINATE 1C 1/0 PRIMARY ON POLE	15	Ea	\$518.63	\$7,779.39
38	TERMINATE PRIMARY ELBOWS IN THREE PHASE PADMOUNT TRANSFORMER	60	Ea	\$1,208.56	\$72,513.43
39	INSTALL SEED AND STRAW	5000	Ft	\$2.60	\$12,989.19
40	INSTALL SOD	1000	Ft	\$12.66	\$12,664.46
TOTAL				\$775,493.63	
Will vendor hold pricing firm? Renewal Option 1				2%	
Will vendor hold pricing firm? Renewal Option 2				2%	
Will vendor hold pricing firm? Renewal Option 3				2%	
Will vendor hold pricing firm? Renewal Option 4				2%	

Recommended Vendor:

Over and Under General Contractor, Inc.
129 Hurricane Shoals Rd NW #B
Lawrenceville, GA 30046
P: (770) 682-9160
Email: overundercontractor@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, FEBRUARY 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

Item: Solid Waste Disposal Services on an Annual Contract

Department: Sanitation

Date of Meeting: Monday, February 26, 2024

Fiscal Impact: \$807,400.00

Presented By: Huston Gillis, Public Works Director

Action Requested: Award Solid Waste Disposal Services on an Annual Contract to low bidder for line items 1, 2, and 5 to GFL Environmental in the amount of \$807,400.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The work to be performed by the Service Provider consists of but is not limited to the disposal of municipal solid waste and construction and demolition debris collected from the City's residential and commercial collection programs, including all the supervision, materials, equipment, labor, and all other items necessary to complete said work and services. Funding is currently budgeted.

Fiscal Impact: Amount of \$807,400.00. This contract is funded by the Solid Waste Disposal-Landfill Fund (5404500.523980).

Attachments/Exhibits: Bid Tabulation

SB023-24
Solid Waste Disposal Services on an Annual Contract
Sanitation Department

				GFL Environmental		Godbolt Junk Removal		Lawrenceville Transfer Station, RTSLandfill, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Tipping Fee Per Ton Municipal Solid Waste	16,000	Ton	\$46.00	\$736,000.00	\$200.00	\$3,200,000.00	\$52.00	\$832,000.00
2	Tipping Fee Per Ton C&D (Construction & Debris)	1,500	Ton	\$46.00	\$69,000.00	\$200.00	\$300,000.00	\$52.00	\$78,000.00
3	Tipping Fee Per Ton Recyclables (with glass single stream) Optional	500	Ton	N/B	N/B	\$200.00	\$100,000.00	\$82.69	\$41,345.00
4	Tipping Fee Per Ton Recyclables (without glass single stream) Optional	500	Ton	N/B	N/B	\$55.00	\$27,500.00	N/B	N/B
5	Trash receptacles and large roll-off dumpsters for events Optional	6	Events	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$400.00	\$2,400.00
Total					\$807,400.00		\$3,630,500.00		\$953,745.00
Will vendor hold pricing firm? Renewal Option 1					5% Increase		0%		5% Increase
Will vendor hold pricing firm? Renewal Option 2					3% Increase		0%		5% Increase
Will vendor hold pricing firm? Renewal Option 3					3% Increase		0%		5% Increase
Will vendor hold pricing firm? Renewal Option 4					3% Increase		0%		5% Increase

Recommended Vendor:

GFL Environmental
 4696 S. Cobb Dr. SE
 Smyrna, GA 30088
 P: 678-725-3915
lewing@gflenv.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, FEBRUARY 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** On-Demand Installation of New Gas Mains on an Annual Contract Change Order 1
- Department:** Gas
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$360,000.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval of On-Demand Installation of Gas Mains on an Annual Contract Change Order 1 to Harrison & Harrison, Inc. in the amount of \$360,000.00. Authorization for Mayor or City Manager to execute Change Order 1.

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville’s Gas Department workforce and will be used on an “as needed” basis. The materials are supplied by the department. The work to be performed consists of but is not limited to the installation of new 2”, 4”, and 6” plastic gas mains. The increase is due to unanticipated growth in developments.

Background: Council approved the second renewal of On-Demand Installation of New Gas Mains on an Annual Contract at the Monday, July 31, 2023 regular session in the amount of \$642,272.40. The total contract value with approval of change order 1 will be \$1,002,272.40.

Fiscal Impact: Amount not to exceed \$360,000.00. This project is funded by the Capital Outlay Fund (5164700.541000) Project 11-029.

Attachments/Exhibits: Change Order 1



CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

Department: Gas Change Order #: 1 FY24

Project/PO: SB001-22; On-Demand Gas Mains Change Order Date: 2/7/24

Contractor/Vendor: Harrison & Harrison, Inc.

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

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

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Increase contract award amount	\$360,000.00
		Net Amount	\$360,000.00

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

Original Contract/PO Amount: \$642,272.40

Previous Change Order Amount: \$0

Amount of Change Order Requested (Increase/Decrease) \$360,000.00

New Contract/PO Amount (Including this Change Order) \$1,002,272.40

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

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

TODD HARDIGREE
Requestor

Todd Harrison
Department Director

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, FEBRUARY 26, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Resolution of the City of Lawrenceville to authorize electronic signatures and records
- Department:** City Manager
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Michael Fischer – Assistant City Manager - Operations
- Action Requested:** Approve Resolution of the City of Lawrenceville to authorize electronic signatures and records

Summary: The purpose of this resolution is to determine the extent of use for electronic signatures and electronic records within the City of Lawrenceville to improve efficiency and provide for ease of access.

Background: The Uniform Electronic Transaction Act of Georgia allows for government entities to use electronic signatures and electronic records. The government entity must declare and determine whether, and to the extent to which it will send and accept the electronic signatures and electronic records.

Concurrences: City Manager, City Clerk, Finance Department (Purchasing) and the City Attorney

Attachments/Exhibits:
Electronic Signature and Record Resolution

RESOLUTION _____

**RESOLUTION OF THE CITY OF LAWRENCEVILLE TO
AUTHORIZE ELECTRONIC SIGNATURES AND RECORDS**

WHEREAS, the term “electronic signature” and the term “electronic record” is defined in the 2022 Georgia Code Title 10, Chapter 12, Known as the “Uniform Electronic Transactions Act.”; and

WHEREAS, an electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record; and

WHEREAS, an electronic record means a record created, generated, sent, communicated, received, or stored by electronic means; and

WHEREAS, the Uniform Electronic Transaction Act provides for each governmental agency of this state to determine whether, and the extent to which it will send and accept electronic signatures and electronic records; and

WHEREAS, pursuant to the Uniform Electronic Transaction Act, the City of Lawrenceville may use electronic signatures and electronic records to the full extent provided for by the Uniform Electronic Transaction Act. The City Manager, giving due consideration to security, may specify:

1. The manner and format in which the electronic records shall be created, generated, sent, communicated, received, and stored and the systems established for those purposes;
2. If electronic records must be signed by electronic means, the type of electronic signature required, the manner and format in which the electronic signature shall be affixed to the electronic record, and the identify of, or criteria that shall be met by any third party used by a person filing a document to facilitate the process;
3. Control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records; and
4. Any other required attributes for electronic records which are specified for corresponding non-electronic records or reasonably necessary under the circumstances.

WHEREAS, electronic signatures and records provide a convenient, time-saving, and secure way of signing, sending, and receiving records, nothing in the Uniform Electronic Transactions Act, shall require the City of Lawrenceville to use or permit the use of electronic signatures and electronic records.

NOW, THEREFORE, BE IT RESOLVED that the City of Lawrenceville authorizes:

Section 1. Pursuant to the provisions of the Uniform Electronic Transaction Act, City of Lawrenceville employees who are designated by the Signing Authority Policy may sign City documents electronically and send or receive electronic records consistent with this resolution.

Section 2. In addition, the City Manager, or his designee, may approve use of an electronic signature for official public business conducted by the City of Lawrenceville if the process employed for the electronic signature and electronic record provides for security, authentication, record integrity, and non-repudiation of the electronic communication.

Section 3. A City document that is required by law to be signed in non-electronic media may not be electronically signed.

Section 4. An electronically signed document shall be deemed the equivalent of an original signed document if the individual or entity signing the document has complied with the provisions of this Resolution and the Uniform Electronic Transaction Act.

IT IS SO RESOLVED this _____ day of February, 2024

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, FEBRUARY 26, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Signing Authority Policy
- Department:** City Manager
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Michael Fischer – Assistant City Manager - Operations
- Action Requested:** Approve Signing Authority Policy as presented

Summary: The purpose of this policy is to identify the Officials and Signing Officers of the Mayor and Council and the City and their respective responsibilities regarding the execution of documents, contracts, and instruments in writing.

Background: A new policy to define the signing authority of the Mayor, Council, Executive Team Members, and certain City Staff for workflows related to the future use of electronic signatures and electronic records.

Concurrences: City Manager, City Clerk, Finance Department (Purchasing) and the City Attorney

Attachments/Exhibits:
Signing Authority Policy



Policy: **SIGNING AUTHORITY POLICY**
Policy Number: **FIN03**
Date:
Update:
Authority: **MAYOR AND CITY COUNCIL**

SUBJECT

Elected Officials, Appointed Department Heads, Signing Officers, Signing Authorities Execution of Documents, and Further Delegation

PURPOSE

The purpose of this policy is to identify the Officials and Signing Officers of the Mayor and Council and the City and their respective responsibilities regarding the execution of documents, contracts, and instruments in writing.

POLICY

1. Officer of the Governing Body: "Officer of the Governing Body" shall mean any duly elected or appointed Officer, namely; the Mayor, the Mayor Pro Tempore, and such other members of the governing body as the Mayor and Council may specifically designate from time to time.
2. Officer of the City: "Officer of the City" shall mean the City Manager, Assistant City Manager(s), City Attorney, Chief Financial Officer, and such other Officers as may be specifically designated from time to time by the Mayor and Council.
3. Signing Officer: "Signing Officer" shall mean any "Officer of the Governing Body" and any "Officer of the City" specifically designated by the Mayor and Council.
4. Signing Authority: "Signing Authority" shall mean any "Signing Officer" of the City and any other person or persons so designated by the Governing Body.
5. Execution of Documents:
 - 5.1. All legally reviewed and approved written contracts, documents or other written instruments on behalf of the Mayor and Council, shall be signed by either the Mayor or the Mayor Pro Tempore as provided in Charter Sec. 2.09 and Sec. 2.12 and all such written contracts, documents or other written instruments so signed shall be binding on the Governing Body without further authorization or formality. The Corporate seal of the City may, when required, be affixed to said signed written contracts, documents or written instruments.
 - 5.2. All legally reviewed written contracts, documents or written instruments not requiring Mayor and Council approval on behalf of the City shall be signed by any



“Officer of the City” so authorized by Mayor and Council, by the Mayor or the Mayor Pro Tempore as provided by Charter Sec. 2.09 and Sec. 2.12, or by an “Officer of the Governing Body” so approved by Mayor and Council, and all such written contracts, documents or written instruments so signed shall be binding on the Governing Body and the City without any further authorization or formality. The Corporate seal of the City may, when required, be affixed thereto.

5.3. For ease of administration within the many departments of the City, the Governing Body from time to time may authorize certain City officers, person or persons, to execute legally reviewed contracts, documents or written instruments generally or to execute a particular legally reviewed written contract, document or written instrument provided it is within legal authority provided by Mayor and Council. The Corporate seal of the City may, when required, be affixed thereto.

6. Checks, Drafts, Notes, Investment Security Purchases: All checks, drafts or orders for payment of money, and all notes and acceptances and bills of exchange received or issued and investment securities purchases by the City, shall be signed by such “Signing Officer” or Officers or by such “Signing Authority” of the City in such manner as may be designated from time to time by the Mayor and Council.

7. City Signing Officers

7.1. The following Officers are appointed as “Signing Officers” by the Governing Body.

Officers of the Governing Body

- Mayor
- Mayor Pro Tempore

Officers of the City

- City Manager
- Assistant City Manger(s)
- City Clerk (For attesting and City Seal)
- City Attorney (For Legal proceedings and documents)
- Chief Financial Officer (For banking and investment purposes as provided herein)
- Purchasing Manager (For contracts within the limits specified in the Purchasing Ordinance)

7.2. The Mayor or if necessary the Mayor Pro Tempore as provided by Charter Sec. 2.09 and Sec. 2.12 with the City Manager or if necessary the Assistant City Manager(s) are authorized for and on behalf of the City to make, sign, draw or transfer all or any checks, promissory notes, drafts, acceptances, and for letters of credit whether or not an overdraft is thereby created in any account of the City. The City Manager, Assistant City Manager(s), or Chief Financial Officer are authorized to accept, endorse, negotiate, lodge, deposit, execute as approved by Mayor and Council any authority to



LAWRENCEVILLE

GEORGIA

any Officer of a Bank and/or Safekeeping Agent to accept and/or pay all or any drafts; also to execute receipts for and orders relating to any investments of the City held by or on behalf of a Bank and/or Safekeeping Agent; also to do all acts and things and execute all documents as approved by Mayor and Council requisite to give any security to a Bank and/or Safekeeping Agent and also to execute any approved agreement with or authority to the Bank and/or Safekeeping Agent to the banking business of the City either generally or with regard to any particular transaction.

7.3. Any one (1) of the Officers above listed (para.7.1) except the City Attorney is hereby authorized for and on behalf of the City to negotiate or deposit with or transfer to the Bank and/or Safekeeping Agent (but for the credit of the City's account only) all or any checks, promissory notes, drafts, acceptances, bills of exchange and orders for payment of money, and for such purpose to draw, sign or endorse the same, or any of them, or to deliver the same, or any of them, to the Bank and/or Safekeeping Agent endorsed with the name of the City impressed thereon by a rubber stamp and other devices; also to receive all paid checks and other debit vouchers charged to any account of the City and to execute from time to time, the Bank's and/or Safekeeping Agent's form of receipt therefore.

7.4. Further delegation for the commitment of City operating funds allocated to City departments is limited to Requisitions, Request for Checks and Purchasing Card transactions as outlined in the Financial Procedures which includes the P-Card procedures. All credit applications must be handled by the Finance Department with approval by two "Officers of the City", one of whom shall be the City Manager. Departments shall not be authorized to establish credit limits with any vendor.

This policy becomes effective this ____ day of February, 2024 and shall remain in effect until amended by the City Council.

Chuck Warbington, City Manager

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, FEBRUARY 26, 2024

AGENDA CATEGORY: NEW PUBLIC HEARING

- Item:** Ordinance to Adopt 2045 Comprehensive Plan and Transportation Master Plan
- Department:** Planning and Development
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** TBD
- Presented By:** Helen Balch, Deputy Director of Planning and Development
- Action Requested:** Approve the Ordinance to 2045 Comprehensive Plan and Transportation Master Plan

Summary: The Department of Community Affairs reviewed the comprehensive plan update for the City of Lawrenceville and determined that it adequately addresses the Minimum Standards for Local Comprehensive Planning. Due to clerical error, the date of adoption will require a revision to maintain the Qualified Local Government status (QLG).

Fiscal Impact: Projects listed in the Community Work Program will be evaluated for fiscal impact. Some of these are already listed in the Capital Improvement Projects for FY25.

Concurrences: All departments within the City.

Attachments/Exhibits:

- Copy of revised Ordinance

ORDINANCE _____

AN ORDINANCE TO ADOPT THE CITY OF LAWRENCEVILLE 2045 COMPREHENSIVE PLAN AND TRANSPORTATION MASTER PLAN, INCLUDING THE FUTURE LAND USE PLAN MAP, PLAN TEXT, AND ALL PLAN RECOMMENDATIONS

WHEREAS, the Council of the City of Lawrenceville recognizes the importance of planning for the future growth and development of the City of Lawrenceville; and

WHEREAS, the City of Lawrenceville solicited input from the public, and from that input developed a vision for the City’s future; and

WHEREAS, the City of Lawrenceville City Council, working in concert with City staff and other stakeholders, developed the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan, as a guide for the City’s future growth and development, based on examining existing and future conditions, and input from stakeholders; and

WHEREAS, the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan contains recommendations in the form of goals, objectives and action steps as well as the Future Development Map; and

WHEREAS, achieving the City’s vision for the future will be accomplished through the implementation of the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan; and

WHEREAS, the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan will be practically applied by utilizing the Future Development Map to guide growth decisions, and through effectuating change to the zoning ordinance only after deliberative Planning Commission work sessions and City Council public hearing processes; and

WHEREAS, Planning staff has recommended adoption of the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan to the City Council; and

WHEREAS, notice to the public regarding said Adoption of the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a final public hearing was held by the City Council of the City of Lawrenceville on February 26, 2024.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Lawrenceville this 26th day of February, 2024, that the City of Lawrenceville 2045 Comprehensive Plan and Transportation Master Plan, the comprehensive plan for the City of Lawrenceville, including the Future Development Map, plan text, and all plan recommendations, is hereby approved and adopted.

IT IS SO ORDAINED this 26th day of February, 2024.

David R Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: NEW PUBLIC HEARING

- Item:** RZC2023-00052: Ming Zhou; 0 Curtis Road (PIN 5145 299)
- Department:** Planning and Development
- Date of Meeting:** Monday, February 26, 2024
- Applicant Request:** Rezone property from BG (General Business District) to LM (Light Manufacturing District)
- Presented By:** Todd Hargrave, Director of Planning and Development
- Department Recommendation:** **Denial**
- Planning Commission Recommendation:** **Table to March Public Hearing**

Summary: The applicant requests a rezoning of an approximately 3.38-acre parcel of land from BG (General Business District) to LM (Light Manufacturing District) to allow for the development of a flex office space consisting of three (3) buildings and a warehouse component. The subject property is located along the eastern right-of-way of Curtis Road, between its intersections with Hurricane Shoals Road and Southern Way.

The submitted materials include two (2) site plans with varying calculations related to the proposed flex office space square footage, lot area (square footage). Additionally, the application and Letter of Intent (LOI) specifically indicates the intended use of the property would be to build three office buildings. However, the architectural elevations and site plan appear to indicate the proposed use would include warehousing as well. In addition, the Zoning Ordinance does not specifically define or establish parameters relating to “flex office space.”

Attachments/Exhibits:

- **RZC2023-00052_REPORT**
- **RZC2023-00052_P&D RECOMMENDATIONS**

- **RZC2023-00052_APPLICATION_12052023**
- **RZC2023-00052_LOI_120502023**
- **RZC2023-00052_LEGAL DESC_12052023**
- **RZC2023-00052_SURVEY_12052023**
- **RZC2023-00052_SITE PLAN_12052023**
- **RZC2023-00052_RENDERINGS_12052023**
- **RZC2023-00052_MAP-ZONING-ZOOMED OUT**
- **RZC2023-00052_MAP-ZONING-ZOOMED IN**
- **RZC2023-00052_MAP-AERIAL-ZOOMED OUT**
- **RZC2023-00052_MAP-AERIAL-ZOOMED OUT**



LAWRENCEVILLE

Planning & Development

REZONING

CASE NUMBER: RZC2023-00052

OWNER: RIVERSIDE CHURCH OF CHRIST

CONTACT: MING ZHOU

LOCATION(S): 0 CURTIS ROAD

PARCEL IDENTIFICATION NUMBER(s): 5145 299

APPROXIMATE ACREAGE: 3.38 ACRES

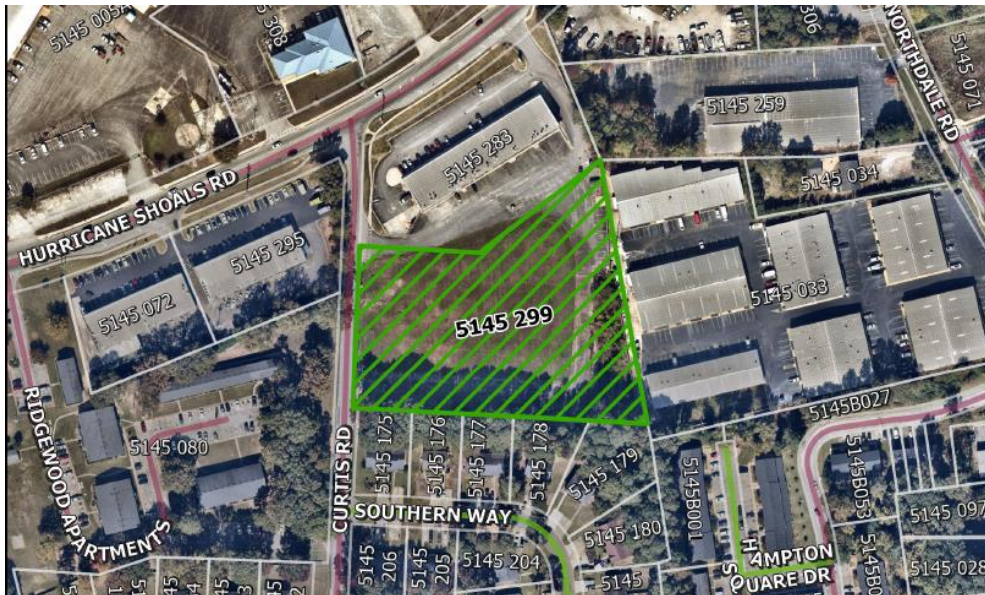
CURRENT ZONING: BG (GENERAL BUSINESS DISTRICT)

ZONING PROPOSAL: LM (LIGHT MANUFACTURING DISTRICT)

PROPOSED DEVELOPMENT: OFFICE AND WAREHOUSE FACILITY

DEPARTMENT RECOMMENDATION: DENIAL

VICINITY MAP





LAWRENCEVILLE

Planning & Development

ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1960, the earliest record on file for the parcel.

PROJECT SUMMARY

The applicant requests a rezoning of an approximately 3.38-acre parcel of land from BG (General Business District) to LM (Light Manufacturing District) to allow for the development of a flex office space consisting of three (3) buildings and a warehouse component. The subject property is located along the eastern right-of-way of Curtis Road, between its intersections with Hurricane Shoals Road and Southern Way.

The submitted materials include two (2) site plans with varying calculations related to the proposed flex office space square footage, lot area (square footage). Additionally, the application and Letter of Intent (LOI) specifically indicates the intended use of the property would be to build three office buildings. However, the architectural elevations and site plan appear to indicate the proposed use would include warehousing as well. In addition, the Zoning Ordinance does not specifically define or establish parameters relating to “flex office space.”

ZONING AND DEVELOPMENT STANDARDS

The proposed development of a self-storage or mini-warehouse facility consisting of three (3) flex office spaces and warehouse component consisting of a square footage ranging from approximately 43,613 square feet to 48,485 square feet of office and warehouse space, as shown on the submitted site plans. Each suite will be from 1,500 to 3,000 square feet with enough space to accommodate approximately 18 to 22 tenants.

The property is currently undeveloped aside from a private access road and a detention pond on the eastern end of the property.



LAWRENCEVILLE

Planning & Development

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Office and Warehouse Facility	LM	LM	DENIAL

Article 1 Districts, Section 102.14 Light Manufacturing District, Table B. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	25,000 sq. ft.	147,249 sq. ft.	N/A
Minimum Lot Width	50 feet	275 feet	N/A
Minimum Front Yard Setback	50 feet	40 feet	VARIANCE
Minimum Rear Yard Setback	0 feet	20 feet	N/A
Minimum Side Yard Setback	0 feet	20 feet	N/A
Impervious Surface Coverage	85%	74%	N/A
Maximum Building Height	50 feet	16 feet	N/A



LAWRENCEVILLE

Planning & Development

Article 1 Districts, Section 102.14 Light Manufacturing District, Table B. Lot Development Standards - Variance to allow an encroachment into the required Fifty-Foot (50 ft.) Minimum Front Yard Setback

Based on the submitted materials the applicant does not provide a justification for the requested ten-foot (10 ft.) reduction in the minimum fifty-foot (50 ft.) Front Yard Setback requirement. Therefore, without a significant justification support the applicant’s request staff would not support the proposed encroachment into the required Minimum Front Yard Setback.

Article 4 Buffers, 403 Buffers Table

Adjacent Development	Requirement	Proposal	Recommendation
RM-12	50 feet	20 feet	VARIANCE
LM	0 feet	0 feet	N/A
BG	50 feet	0 feet	VARIANCE

Article 4 Buffers, Section 403 Buffers Table - Variance to allow a reduction or elimination of the required Buffers.

Based on the submitted materials the applicant does not provide a justification for the reduction of the required fifty-foot (50 ft.) buffer along the southern property line, as well as the elimination of the fifty-foot (50 ft.) buffer along the southern property line. As proposed the applicant does not provide a justification which would result in a particular hardship upon the owner. Therefore, staff could not support a reduction or elimination of the required Buffers.



LAWRENCEVILLE

Planning & Development

Article 5 Parking, Table 5-3: Number of Off-Street Parking Spaces Required

Standard	Requirement	Proposal	Recommendation
Office (Business, Government or Professional)	1 space per 300 sq. ft.	1.4 spaces per 1,000 SF GFA (95 spaces)	DENIAL

Article 5 Parking, Table 5-3: Number of Off-Street Parking Spaces Required – Variance to allow a reduction in the number of required Off-Street Parking Spaces from one-hundred sixty-two (162) to ninety-five (95).

Based on the submitted materials the applicant does not provide a justification for the reduction of the required Number of Off-Street Parking Spaces Required. The applicant’s calculations for off-street parking are calculated using the minimum standard applying to warehousing which would require one (1) off-street parking space per one thousand square feet (1,000 sq. ft.) of gross floor area (GFA). However, the submitted materials indicated the proposed use of the site would allow “flex office space” which would require one (1) off-street parking space per three hundred square feet (300 sq. ft.) of gross floor area (GFA) resulting in a total of one hundred sixty-two (162) total off-street parking spaces required for the proposed development. As proposed the applicant does not provide a justification which would result in a particular hardship upon the owner. Therefore, staff could not support a reduction or elimination of the required Buffers.

The granting of a variance would allow a property owner relief from certain provisions of a Zoning Ordinance when, because of the physical surroundings, shape, or topographical condition of the property, compliance would result in a particular hardship upon the owner, as distinguished from a mere inconvenience or desire to make more money. As proposed the applicant does not provide a justification which would result in a particular hardship upon the owner.



LAWRENCEVILLE

Planning & Development

ARCHITECTURAL AND DESIGN GUIDELINES

Although the proposed elevations meet the Architectural and Design Standards set forth in Article 6, Section 602 Non-Residential Minimum Architectural and Design Standards, the measurements shown on the submitted elevations (plans), the scale shown on the plans and the drawing appear to be inconsistent as shown. Additionally, the proposed roll-up doors shown on the submitted elevations should not be visible from an adjacent public right-of-way. Therefore, it would be appropriate for the applicant to provide revised plans prior to receiving a recommendation from the Planning Commission or the final binding decision of the City Council.

RIGHT-OF-WAY IMPROVEMENTS

Curtis Road is a City of Lawrenceville owned and maintained right-of-way, classified as a Local Residential Street (roadway). The proposed use and requested zoning could require the reclassification of Curtis Road into a Local Industrial Street classification. Additionally, the current right-of-way width of Curtis Road is inconsistent or varying with minimum standards, and local regulations would require a Local Industrial Street to consist of minimum right-of-way of sixty feet (60 ft.) in width. In addition, the current width of the pavement in the roadway is approximately nineteen feet (19 ft.), and local regulations would require a Local Industrial Street to consist of a minimum pavement width of thirty-two feet (32 ft.). Furthermore, the required improvements to Curtis Road could include the installation of a deceleration lane along the road frontage, and additional improvements to the Curtis Road right-of-way extending to the north with its intersection with Hurricane Shoals Road.

The site will be accessed via two (2) existing driveways along the right-of-way, and a shared private internal driveway traversing along or near the southern and eastern property lines and exiting the property at or near the northeastern portion of the property. The shared private internal driveway continues in a southwestern direction and traverses onto the subject property at or near the northwestern portion of the property. The City does not have verification of the existence of an



LAWRENCEVILLE

Planning & Development

internal access easement, and to satisfy the intent of the Development Regulations this type of agreement would be required prior to the commencement of land disturbing activity. In addition, the existing driveways along Curtis Road may require improvements consistent with the minimum standards regulating Industrial Driveways. Therefore, the development of the property will require the dedication of right-of-way, improvements to, and reclassification of the existing roadway.



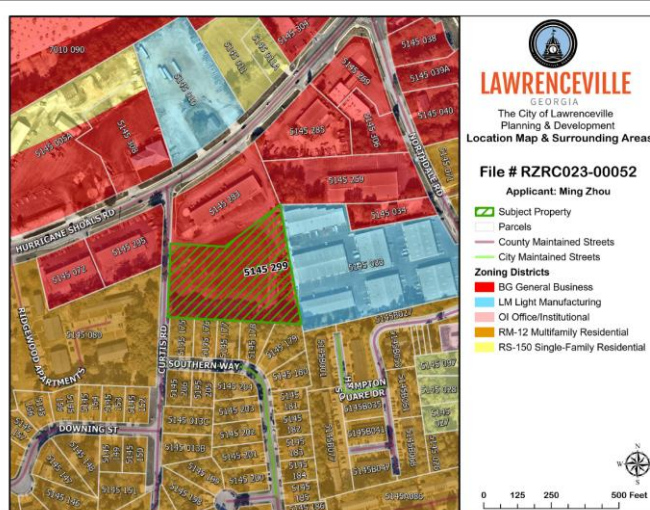
LAWRENCEVILLE

Planning & Development

SURROUNDING ZONING AND USE

The immediate surrounding area consists of a mix of commercial, residential multi-family, and light industrial uses and zoning. The parcel located immediately to the east of the subject property is zoned LM and is similarly used for flex office/warehouse spaces. The properties to the north along Hurricane Shoals Road are zoned predominantly BG and are used as retail spaces. The Southgate Unit 1 Subdivision is located directly south of the subject property, consisting of residential duplexes zoned RM-12. The Ridgewood Apartments are located directly across from Curtis Road and are also zoned RM-12. As proposed, use and zoning would be consistent with the established development and zoning pattern.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





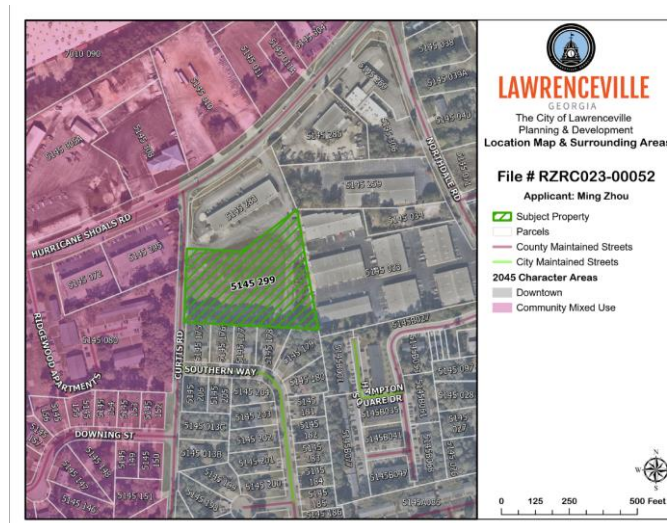
LAWRENCEVILLE

Planning & Development

2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Downtown Character Area. Lawrenceville’s Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce. In terms of location, the proposed use (flex office space) would be congruent with existing uses of the general area, however due to discrepancies with the application such a use that may consist of warehousing may be considered out of character for the Downtown Character Area. Therefore, the application will require modifications prior to receiving a recommendation from the Planning Commission or a final binding decision from the City Council.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





LAWRENCEVILLE

Planning & Development

STAFF RECOMMENDATION

As detailed in this report the requested rezoning will require modification to correct the various errors found with the submitted materials. In addition, the applicant may not be aware of potential modifications to the existing right-of-way, variances relating to building setbacks and buffers. Although, the proposal as a flex office facility may be consistent with the established development and zoning pattern in the immediate area the discrepancies contained in the submitted materials should be corrected prior to receiving a final binding decision. Therefore, the Planning and Development Department recommends **DENIAL** for the proposed rezoning request.



LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

PLANNING AND DEVELOPMENT – DEVELOPMENT PLAN REVIEW

- **Zoning Ordinance, Article 1 Districts, Section 102, Subsection 102.14**

Lot Development Standards

- Minimum Front Yard Building Setback – 50 feet (**VARIANCE REQUIRED**)
- Minimum Side Yard Building Setback – 0 feet
- Minimum Rear Yard Building Setback – 0 feet

- **Zoning Ordinance, Article 4 Buffers, Section 401, Standards for Permanent Buffers:**

The buffer area must:

- Be shown on each plat prior to final approval and be designated as a permanent easement.
- Not be temporarily or permanently disturbed by grading, property improvements, or construction activities.
- Utilize existing vegetation, or where required be supplemented with additional plantings.
- Retain its natural topography except when a portion must be cleared and graded as required by the City or County to prevent soil erosion.
- Shall be completely installed in accordance with the approved plan prior to issuance of a certificate of occupancy. Buffer shall not be used for temporary or permanent parking, or for a structure other than a fence, or for provision of drainage improvements as mandated by the City or County.



LAWRENCEVILLE

Planning & Development

- **Zoning Ordinance, Article 4, Section 402 Buffer Screening:**
 - Where existing natural vegetation and site topography are insufficient to accomplish the purpose of the required buffer area, existing vegetation will be supplemented. These additional plantings shall consist of evergreen trees not less than six feet in height, and shrubs not less than three feet in height at time of planting. All landscaping is subject to review and approval of the Director of the Planning and Development Department.
- **Zoning Ordinance, Article 4, Buffers, Table 403. Minimum Buffer Requirements:**
 - Provide a 50-foot natural, undisturbed buffer adjacent to BG (General Business District) and RM-12 (Multifamily Residential District).
 - Buffer Reduction requests that are 50% or greater require a public hearing with the Planning Commission and City Council.
 - Provide details of buffer showing existing tree line and replanting where sparsely vegetated. buffer planting must meet the requirements of Article 4 of the City of Lawrenceville Zoning Ordinance for screening.
 - Show factors used in determining the number of parking spaces as required by the Zoning Ordinance Article 5. If the proposed use is contractor office parking shall be calculated as 1 space per 250 gross floor area of office space. Additional parking is/may be needed.
 - Provide one (1) parking lot tree for every seven (7) parking spaces. Each parking space shall be within sixty-feet (60 ft.) of the trunk of a tree.
 - The site plan shall be revised to show the new/required right-of-way and corrected building setback lines.



LAWRENCEVILLE

Planning & Development

PLANNING AND DEVELOPMENT – BUILDING PLAN REVIEW SECTION

- **International Building Code, Chapter 1, Scope and Administration, Section 107 Submittal Documents**

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

ENGINEERING DEPARTMENT

- **Development Regulations, Article VI, Soil Erosion and Sediment Control Ordinance**
- **Development Regulations, Article XIX, Model Stream Buffer Protection Ordinance**
- **Subdivision Regulations, Article XI, Section 2.14 Street Design Standards:**
 - Minimum Right-of-Way Local Industrial – sixty feet (60 ft.)
 - Minimum Pavement Width Local Industrial – thirty-two feet (32 ft.)
- **Subdivision Regulations, Article XI, Section 2.12 Sidewalks:**
 - The subdivider is required to provide sidewalks within all major subdivisions, both residential and non-residential. When provided sidewalks shall be included within the dedicated non-pavement right-of-way of all roads. Sidewalks shall be concrete and five (5) feet in width. A median strip of grassed or landscaped area at least two (2) feet wide shall separate all sidewalks from adjacent curbs. Concrete curbs shall be required where sidewalks are installed.
- **Subdivision Regulations, Article XI, Section 2, Subsection 2.13 Right-of-Way:**



LAWRENCEVILLE

Planning & Development

- Rights-of-way intended for streets, crosswalks, water mains, sanitary sewers, storm drains or any other use involving maintenance by a public agency shall be dedicated to public use by the preparer of the plat on which such right-of-way is established and shall be covered by any necessary easements.
- **Subdivision Regulations, Article XI, Section 2, Subsection 2.19 C. Road Surfacing Improvements:**
 - Type IV: Eight (8) inch crusher run stone base applied on a properly prepared sub-grade brought to a ninety-five percent (95%) dry density compaction standard proctor. A three-inch (3 in.) Asphaltic Base Type B covered by a one and one-half (1½) inch surface course of Type “E” or “F” Plant Mix Asphalt.
If concrete paving is to be utilized, such paving shall be in accord with specifications by the Georgia Department of Transportation.
Concrete curbs and gutters shall be constructed with three thousand (3,000) pounds per square inch at twenty-eight (28) day compressive strength, six (6) by twelve (12) inches by twenty-four (24) inches. Hollywood type curbs and gutters may be permitted in single-family subdivisions. Provide one inch (1 in.) tapered gutter.
- **Subdivision Regulations, Article XI, Section 6, Subsection 6.3 Easements:**
 - Utility easements for electric and telephone service lines, sewage lines, water lines, or other such utilities located along a rear lot line, or a side lot line shall be at least twenty feet (20 ft.) wide, ten feet (10 ft.) on each lot, and more if necessary. The same shall be recorded in the office of the Clerk of Gwinnett County Superior Court.

If the existing detention pond is to be used to provide stormwater detention for the proposed development, it will need to be brought up to current standards as they relate to all areas (both existing and proposed) draining into it.



LAWRENCEVILLE

Planning & Development

A 20'-wide easement will need to be provided for the existing 30" CMP. No portion of a building will be allowed to encroach into this easement.

Miscellaneous

The applicant should be advised that as soon as possible following the hiring of the project's site design professional, that individual should schedule a meeting with the Engineering Department, the purpose of which is to discuss the engineering aspects of the project and the City's engineering-related regulations, requirements, and policies.

PUBLIC WORKS

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

STREET AND SANITATION DEPARTMENT

Needs dumpster pad.



LAWRENCEVILLE

Planning & Development

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

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

As proposed, the plan would be suitable given the presence of other self-storage and warehouse facilities in the general area.

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

No.

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

The property has reasonable economic use as currently zoned.

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

Impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff. Curtis Road is classified as a local street according to GDOT; the induced demand from this development may strain its capacity. However, these impacts may be mitigated with appropriate conditions, site development requirements, and planning.

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

Yes; the Downtown character area includes a wide diversity and intensity of uses within Lawrenceville's Downtown core. However, special attention needs to be placed on the final design to ensure that it meets or exceeds local standards.

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

None.

P&D RECOMMENDED CONDITIONS

RZC2023-00053_01192024

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

- 1. To restrict the use of the property as follows:**
 - A.** A Flex Office Space facility not exceeding 50,000 square feet in gross floor area and/or 22 units.
 - B.** The development shall be designed in general accordance with the site plan titled “Site Plan #2 for Curtis Road Development, Lawrenceville, GA 30046, prepared by Y Studio, LLC” dated November 1, 2023, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments subject to final approval by the Director of Planning and Development.
 - C.** Prior to the issuance of a Certificate of Occupancy the development of the subject property shall be in compliance with the rules and regulations of applicable governing agencies.
 - D.** The design of the façades shall meet minimum architectural standards and shall be clad in brick, in accordance with the proposed rendering submitted. Final designs shall be subject to the review and approval of the Director of the Planning and Development Department.
 - E.** Roll up doors shall not be visible from the rights-of-way of Curtis Road or Hurricane Shoals Road. Roll up doors shall only be located on the rear elevation of each building.
 - F.** 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.
 - G.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - H.** Outdoor storage shall be prohibited.
 - I.** The owner shall repaint or repair any graffiti or vandalism that occurs on the

property within seventy-two (72) hours.

A. To satisfy the following site development considerations:

- A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
- B.** Provide a minimum of five-foot wide (5 ft.) concrete sidewalk adjacent to the public right-of-way along Curtis Road. Required five-foot wide (5 ft.) concrete sidewalk shall be a minimum of two feet (2 ft.) from the required back-of-curb.
- C.** All grassed areas shall be sodded.
- D.** Underground utilities shall be provided throughout the development.
- E.** Natural vegetation shall remain on the property until the issuance of a development permit.
- F.** Provide a ten-foot-wide (10 ft.) Landscape Strip along the eastern right-of-way of Curtis Road. The final design shall be subject to the review and approval of the Director of Planning and Development.
- G.** Provide a forty-foot wide (40 ft.) Landscape Strip along the northern and southern property lines. The final design shall be subject to the review and approval of the Director of Planning and Development.
- H.** Landscape Strips shall be planted with one (1) Overstory Tree, one (1) Understory Tree, eighteen (18) Evergreen Shrubs, eighteen (18) Ornamental Grasses and eighteen (18) Ground Coverings per one hundred (100 ft.) of road frontage along Curtis Road. Driveway widths and other ingress and egress areas may be subtracted from the landscape strip lineal feet calculation. Landscape Plans shall be subject to the review and approval of the Director of Planning and Development.
- I.** Planted Conifer and Evergreen trees shall be at least six feet in height at time of planting.
- J.** Planted Deciduous trees shall be at least three inches caliper at time of planting.
- K.** Ornamental Grasses and Ground Covering shall be a minimum size of one-gallon container at time of planting with a minimum height of one foot.

- L.** Preserved Trees may be counted toward fulfilling the tree requirement within the twenty-five-foot (25 ft.) Landscape Strip. Bradford Pear, Ginkgo (Female), Loblolly, Longleaf, Shortleaf, Slash Pine(s) shall be considered unacceptable trees.
 - M.** During construction, a five-foot (5 ft.) Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outer most perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers, or Undisturbed Wetlands.
 - N.** A five-foot (5 ft.) Construction Setback shall terminate with the issuance of a Certificate of Completion, Development Conformance, and/or Occupancy.
 - O.** Provide a two-hundred-foot (200 ft.) acceleration/deceleration lane with fifty-foot (50 ft.) taper along the eastern right-of-way of Curtis Road, subject to the approval of City of Lawrenceville Engineering Department.
 - P.** Ground Signage shall be limited to a maximum height of twelve-feet (12 ft.) and shall be setback from the right-of-way a minimum of twelve feet (12 ft.) from the property line. The maximum sign display area shall be limited to seventy-five (75 sq. ft.) Wall signage shall be limited to 36 square feet per elevation, with a total wall sign area limited to seventy-two (72 sq. ft.).
 - Q.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or public right-of-way.
 - R.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- 3. The following variances are requested:**
- A.** A variance from the Zoning Ordinance, Article 1, Section 102.14, Subsection B. Lot Development Standards, Minimum Front Setback allows for the reduction of the Minimum Front Yard Setback along Curtis Road from fifty feet (50 ft.) to forty feet (40 ft.).
 - B.** A variance from the Zoning Ordinance, Article 4 Buffers, Section 403 Buffers Table, Minimum Buffer Requirements allows for the reduction of the minimum buffer between LM (Light Manufacturing District) and BG (General Business District) zones from fifty feet (50 ft.) to forty feet (40 ft.).

- C.** A variance from the Zoning Ordinance, Article 4 Buffers, Section 403 Buffers Table, Minimum Buffer Requirements allows for the reduction of the minimum buffer between LM (Light Manufacturing District) and BG (General Business District) zones from fifty feet (50 ft.) to forty feet (40 ft.).
- D.** A variance from the Zoning Ordinance, Article 5 Parking, Table 5-3: Number of Off-Street Parking Spaces Required allows a reduction in the number of required Off-Street Parking Spaces from one-hundred sixty-two (162) to one hundred thirty-two (132).

RZC2023-00052

Received 12-5-2023

13.

PUBLIC HEARING APPLICATION

City of Lawrenceville

Planning and Development Department

70 S. Clayton Street

Lawrenceville, Georgia 30046

678.407.6583

Rezoning

Special Use Permit

Board of Appeals

Architectural Review Board

Change in Conditions

Buffer Reduction (> 50%)

Annexation

Administrative Variance

ONLY COMPLETE APPLICATIONS ACCEPTED

Page 55



LAWRENCEVILLE

Planning & Development

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAWRENCEVILLE

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Ming Zhou</u>	NAME: <u>Riverside Church of Christ</u>
ADDRESS: <u>6056 Courtside Drive</u>	ADDRESS: <u>PO BOX 4284</u>
CITY: <u>Peachtree Corners</u>	CITY: <u>Suwanee</u>
STATE: <u>GA</u> ZIP: <u>30092</u>	STATE: <u>GA</u> ZIP: <u>30024</u>
PHONE: <u>404-996-9037</u>	PHONE: <u>404-293-5253</u>
CONTACT PERSON: <u>Ming Zhou</u> PHONE: <u>404-996-9037</u>	
CONTACT'S E-MAIL: <u>Mingzhou@kw.com</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>B-G</u> ACREAGE: <u>3.38</u>	
PARCEL NUMBER(S): <u>R5145-299</u>	
ADDRESS OF PROPERTY: <u>o Curtis Road, Lawrenceville GA 30046</u>	
PROPOSED USE: <u>Change the current zoning from BG to LM to build small flex office space</u>	

[Signature] 12/4/2023
 SIGNATURE OF APPLICANT DATE

Ming Zhou
 TYPED OR PRINTED NAME

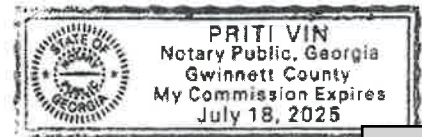
Thomas Reid 11-30-23
 SIGNATURE OF OWNER DATE

Thomas Reid
 TYPED OR PRINTED NAME

[Signature] 11-30-2023
 NOTARY PUBLIC DATE



PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED





LAWRENCEVILLE

Planning & Development

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N
Y/N

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N
Y/N

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

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

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



LAWRENCEVILLE

Planning & Development

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5th - 145 - R5145-299
(Map Reference Number) District Land Lot Parcel

Signature of Applicant

12/4/2024

Date

Ming Zhou

Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

NAME

Revenue

TITLE

12-5-2023

DATE

Letter of Intent

December 4, 2023

Purchaser Representative:
Ming Zhou
6056 Courtside Drive
Peachtree Corners, GA 30092

Address of Property: 0 Curtis Road, Lawrenceville, GA 30046

Parcel: R5145-299

Size of Tract: 3.38 Acres

Zoning Classification: Currently zoned BG, seeking to rezone to LM

Proposed Use of the Property: Build three flex office buildings to accommodate the growth of small businesses in the City of Lawrenceville.

Density: Total size of three buildings would be roughly 43,000 to 48,000 square foot. Each suite would be about 1,500 to 3,000 square foot.

Parking: 45 spaces; 1.4 spaces/1,000 SF.

Height of Buildings: 14-16 foot.

I am writing to express my intent to propose a rezoning request for property located at 0 Curtis Road, Lawrenceville, GA 30046 with parcel ID R5145-299. The current zoning classification for the property is BG (General Business), and I am seeking to rezone it to LM (Light Manufacturing).

At the time of this application, the Lawrenceville and GA-316 corridor only has three flex office spaces available in the 1,500 to 2,000 square foot range, out of 2.1 million square foot flex office buildings in this area. This means, the flex vacancy in the city of Lawrenceville is 0.27%. With such low vacancy, many small businesses simply do not have any options to grow or relocate their businesses to the City of Lawrenceville. I am proposing to build three flex office buildings offering suites between 1500 to 3000 SF to accommodate the growth of small businesses in our community. With a total project size of roughly 43,000 to 48,000 SF, this project can provide flex office spaces for additional 18 to 22 business owners. There is a huge demand from business owners to lease small flex office suites. I have helped my clients to create and lease more than 60 small flex office suites in Norcross and Duluth in the last three years and all the units were leased up within the first year. I am confident that the City of Lawrenceville and business owners in Lawrenceville will benefit from this development.

In addition to rezoning, I am seeking a 30 foot buffer encroachment on the south side of the property and a 10 foot encroachment into the front set back of the property on Curtis road. The City will benefit from buffer reduction by not having to rebuild new curb and gutter along Curtis road.

As part of the rezoning proposal, I am committed to complying with all applicable zoning regulations. I am excited to create more options for business owners that are looking to relocate and/or grow their business in the City of Lawrenceville.

By:  12/4/2023
Ming Zhou

DEED B: 59871 P: 00748
04/15/2022 11:35 AM Pgs: 4 Fees: \$455.00
TTax: \$430.00
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672022012004
ERECORDED
eFile Participant IDs: 2979894615,7067927936

Record and Return to:
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

File No.: W-S-31819-21-CM

Parcel ID: R5145 299

**LIMITED
WARRANTY DEED**

**STATE OF GEORGIA
COUNTY OF FULTON**

THIS INDENTURE, made this 5th day of April, 2022, between **Elvis Sinanovic**, as party or parties of the first part, hereinafter called Grantor, and **DULUTH CHURCH OF CHRIST, INC.**, a Georgia corporation as party or parties of the second part, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

See Exhibit "A" attached hereto.

This Deed is given subject to all easements and restrictions of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through and the above named grantor.

Deed (Warranty)

W-S-31819-21-CM

DEED B: 59871 P: 00749 04/15/2022 11:35 AM
22D043988 Page 2 of 4

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed, on the date and year above written.

Signed, sealed and delivered
in the presence of:

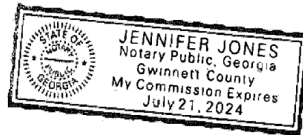
Unofficial Witness

Elvis Sinanovic

(Seal)

Notary Public

My Commission Expires:



Deed (Warranty)

W-S-31819-21-CM

DEED B: 59871 P: 00750 04/15/2022 11:35 AM
22D043988 Page 3 of 4

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, BEING IN THE CITY OF LAWRENCEVILLE AND BEING SHOWN AS TRACT B CONTAINING 3.3804 ACRES ON A PLAT OF SURVEY FOR GREGORY H. STEPHENS AND DAVE H. DAVIS BY MCNALLY AND PATRICK SURVEYORS (LLOYD C, MCNALLY GEORGIA REGISTERED LAND SURVEYOR NO. 2040) DATED NOVEMBER 2, 2000 AND MORE PARTICULARLY DESCRIBED ACCORDING TO SAID PLAT AS FOLLOWS:

TO LOCATE THE PLACE OR POINT OF BEGINNING, BEGIN AT A POINT MARKED BY IRON PIN SET AT THE INTERSECTION OF THE EAST SIDE OF CURTIS ROAD (BASED ON A 30 FOOT PRESCRIPTIVE EASEMENT FOR CURTIS ROAD) WITH THE SOUTHEAST RIGHT OF WAY LINE OF HURRICANE SHOALS ROAD (A 100 FOOT RIGHT OF WAY); RUN THENCE ALONG THE EAST SIDE OF CURTIS ROAD SOUTH 02 DEGREES 01 MINUTES 34 SECONDS WEST A. DISTANCE OF 168.00 FEET TO A POINT WHICH IS THE TRUE PLACE OR POINT OF BEGINNING. FROM SAID BEGINNING POINT AS THIS ESTABLISHED, RUN THENCE SOUTH 87 DEGREES 58 MINUTES 26 SECONDS EAST 205.00 FEET TO A POINT; RUN THENCE NORTH 51 DEGREES 05 MINUTES 47 SECONDS EAST 256.00 FEET TO A POINT MARKED BY AN IRON PIN FOUND; RUN THENCE SOUTH 10 DEGREES 37 MINUTES 00 SECONDS EAST 451.60 FEET TO A POINT MARKED BY AN IRON PIN FOUND; RUN THENCE NORTH 88 DEGREES 12 MINUTES 40 SECONDS WEST 497.26 FEET TO A POINT MARKED BY AN IRON PIN SET ON THE EAST SIDE OF CURTIS ROAD; RUN THENCE ALONG THE EAST SIDE OF CURTIS ROAD NORTH 02 DEGREES 01 MINUTES 34 SECONDS EAST 274.99 FEET TO A POINT WHICH IS THE TRUE PLACE OR POINT OF BEGINNING.

Deed (Limited Warranty)

W-S-31819-21-CM

DEED B: 59871 P: 00751 04/15/2022 11:35 AM
22D043988 Page 4 of 4

SCHEDULE B

Permitted Exceptions

1. All taxes for the year 2022 and subsequent years, not yet due and payable.
2. Boundary Line Agreement, recorded March 19, 1974, in Deed Book 788, Page 103, Gwinnett County, Georgia records.
3. Easement to Gwinnett County Water and Sewerage Authority, recorded October 15, 2001, in Deed Book 24811, Page 149, Gwinnett County, Georgia records.
4. Access Easement and Detention Pond Maintenance Agreement to Ennagol Holdings, LLC, recorded December 19, 2018, in Deed Book 56318, Page 363, Gwinnett County, Georgia records.
5. All matters as shown on plat of survey recorded in Plat Book O, Page 327, Gwinnett County, Georgia records.
6. All matters as shown on plat of survey recorded in Plat Book 16, Page 139, Gwinnett County, Georgia records.
7. Rights or claims of parties in possession not shown by the Public Records.
8. Rights of tenants in possession.

FOR INFORMATIONAL PURPOSES ONLY:

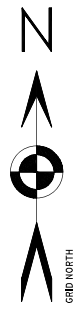
According to the Public Records as properly indexed, the 24-month chain of title to the Land is identified by the following conveyance(s):

Warranty Deed from Gwinnett Properties, Inc. to Elvis Sinanovic dated 04/30/2019, filed 05/01/2019 in Deed Book 56562, Page 3, Gwinnett County, Georgia records.



VICINITY MAP

- UTILITY CONTACTS**
- WATER: GWINNETT COUNTY PUBLIC UTILITIES 678-320-9631
 - GAS: CITY OF LAWRENCEVILLE 770-560-9631
 - POWER: CITY OF LAWRENCEVILLE 770-560-5336
 - JACKSON EMC 770-882-3249
 - GEORGIA POWER 404-308-9539
 - COMMUNICATIONS: ZATCO FIBER SOLUTIONS 404-949-5144
 - GWINNETT COUNTY PUBLIC UTILITIES 678-439-8839
 - CORRECT: 912-402-8531
 - HANDY TELEPHONE 843-484-1342
 - AT&T 305-409-1549
 - CHARTER COMMUNICATIONS 800-778-2942
 - SEWER: GWINNETT COUNTY PUBLIC UTILITIES 678-320-9631



GRID NORTH
G.A. WEST
(SURVEY NOTE 6)

LEGAL DESCRIPTION

ALL THAT TRACT OF PARCEL OF LAND LING IN AND BEING IN LAND LOT 148 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON A POINT AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY OF CURTIS ROAD (HAVING A VARIABLE WIDTH PUBLICLY DEDICATED RIGHT OF WAY) AND THE SOUTHERN RIGHT OF WAY OF HURRIKANE SHOALS ROAD (HAVING A 100 FOOT PUBLICLY DEDICATED RIGHT OF WAY), THENCE CONTINUING ALONG SAID RIGHT OF WAY OF CURTIS ROAD SOUTH 03 DEGREES 05 MINUTES 48 SECONDS WEST A DISTANCE OF 180 FEET TO A MAG NAIL SET ON THE EASTERN RIGHT OF WAY OF CURTIS ROAD, SAID MAG NAIL BEING THE TRUE POINT OF BEGINNING;

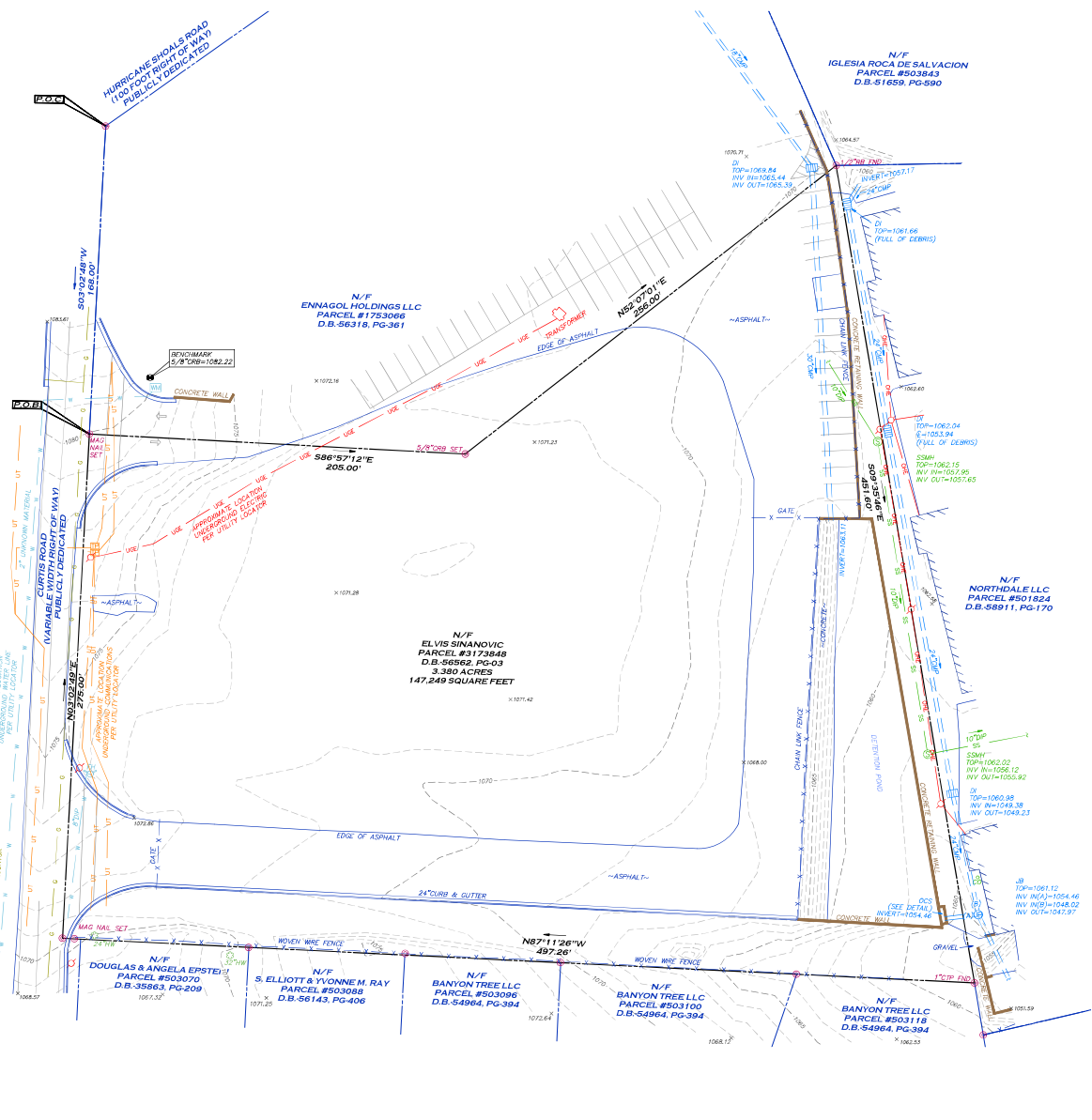
THENCE LEAVING SAID RIGHT OF WAY OF CURTIS ROAD SOUTH 86 DEGREES 37 MINUTES 12 SECONDS EAST A DISTANCE OF 206.00 FEET TO A 5/8 INCH CAPPED REBAR SET; THENCE NORTH 52 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 206.00 FEET TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 09 DEGREES 35 MINUTES 46 SECONDS EAST A DISTANCE OF 451.60 FEET TO A 1 INCH CAPPED TOP IRON FOUND; THENCE NORTH 87 DEGREES 11 MINUTES 26 SECONDS WEST A DISTANCE OF 847.38 FEET TO A MAG NAIL SET ON THE EASTERN RIGHT OF WAY OF CURTIS ROAD; THENCE CONTINUING ALONG SAID RIGHT OF WAY OF CURTIS ROAD NORTH 03 DEGREES 05 MINUTES 49 SECONDS EAST A DISTANCE OF 270.00 FEET TO A MAG NAIL FOUND; SAID MAG NAIL BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.880 ACRES (142,249 SQUARE FEET).

THIS PLAN IS A REPRESENTATION OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR PARCELS OF LAND. IT IS NOT TO BE USED TO DETERMINE BOUNDARIES, OR FOR RECORDING INFORMATION OF THE DOCUMENTS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREIN. RECOGNITION OF THIS PLAN DOES NOT IMPLY ANY LIABILITY OF ANY LOCAL OR STATE AGENCY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR LIABILITY FOR ANY USE OF PARCELS ON THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A., SECTION 15-6-07.



MITCHELL LOWERY GEORGIA RLSP #12345



- SURVEY NOTES**
- PROPERTY SHOWN HEREON WAS SURVEYED APRIL 11, 2022.
 - THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 44,182" WITH AN ANGULAR ERROR OF 3.4 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
 - A SONOTA IX SERIES ROBOTIC TOTAL STATION, CARLSON BKV GPS RECEIVER, AND CARLSON SUPERVIEW DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
 - THIS PLAT HAS A MAP CLOSURE OF 1" IN 345,352'.
 - SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION 81 ZONE (NAD83) HORIZONAL MATR. MAP NO. 1315500275, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 29, 2006 FOR COMMUNITY NUMBER 30302, IN GWINNETT COUNTY, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE AREA FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
 - CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BKV GPS RECEIVER UTILIZING OPUS-S FOR POST-PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS 0.1 FEET HORIZONTAL AND 0.0 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
 - UTILITIES SHOWN PER MARKINGS PLACED BY UTILITY-MARKING, L.L.C. UTILITIES OTHER THAN THOSE SHOWN HEREON MAY EXIST. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
 - NO OBSERVED EVIDENCE OF GRAVESITES, GRAVESTONES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.
 - PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEEDS RECORDED IN DEED BOOK 56562, PAGE 63, GWINNETT COUNTY RECORDS.
 - NO ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON WERE OBSERVABLE AT TIME OF SURVEY.
 - AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
 - AT THE TIME OF THE SURVEY, THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.
 - AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SWAMP, OR SANITARY LANDFILL.
 - SUBJECT PROPERTY HAS DIRECT ACCESS TO CURTIS ROAD, BEING A PUBLICLY DEDICATED RIGHT OF WAY.
 - SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PARCELS AND RIGHTS OF WAY. NO GAPS, GORES, OR OVERLAPS ARE KNOWN TO EXIST.

PARKING

18 PARKING SPACES
NONE OF WHICH ARE HANDICAPPED

LEGEND

- PROPERTY LINE
- OVERLAPPING MARKING
- RECORD CALLS
- BUILDING SETBACK LINE
- B.S.L.
- INDEX CONTOUR
- MAJOR CONTOUR
- X
- SPOT ELEVATION
- WATER LINE
- GHE
- OVERHEAD UTILITY LINE
- GAS LINE
- UT
- UNDERGROUND TELEPHONE LINE
- SE
- UNDERGROUND SEWER LINE
- UNDERGROUND ELECTRIC LINE
- FENCE LINE
- X - X - X
- STORM DRAIN PIPE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- POWER METER
- SANITARY SINKER MANHOLE
- JUNCTION BOX
- REBAR
- CAPPED REBAR
- ON-SITE TOP PIPE
- FOUND
- MOTOR/MOTOR MELL
- UTILITY POLE
- SIGNAL POLE
- HARDWOOD

DCS DETAIL

GRAPHIC SCALE

0 30 60
1 Inch = 30 Feet

DATE: APRIL 12, 2022
JOB #: 220305
SCALE: 1"=30'
DRAWN BY: D. HALL

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
PARCEL #1753066
CARTERSVILLE, GA 30009
WWW.LOWERYLANDSURVEYS.COM
770-334-8886
GEORGIA C.O.A. LSP-00102

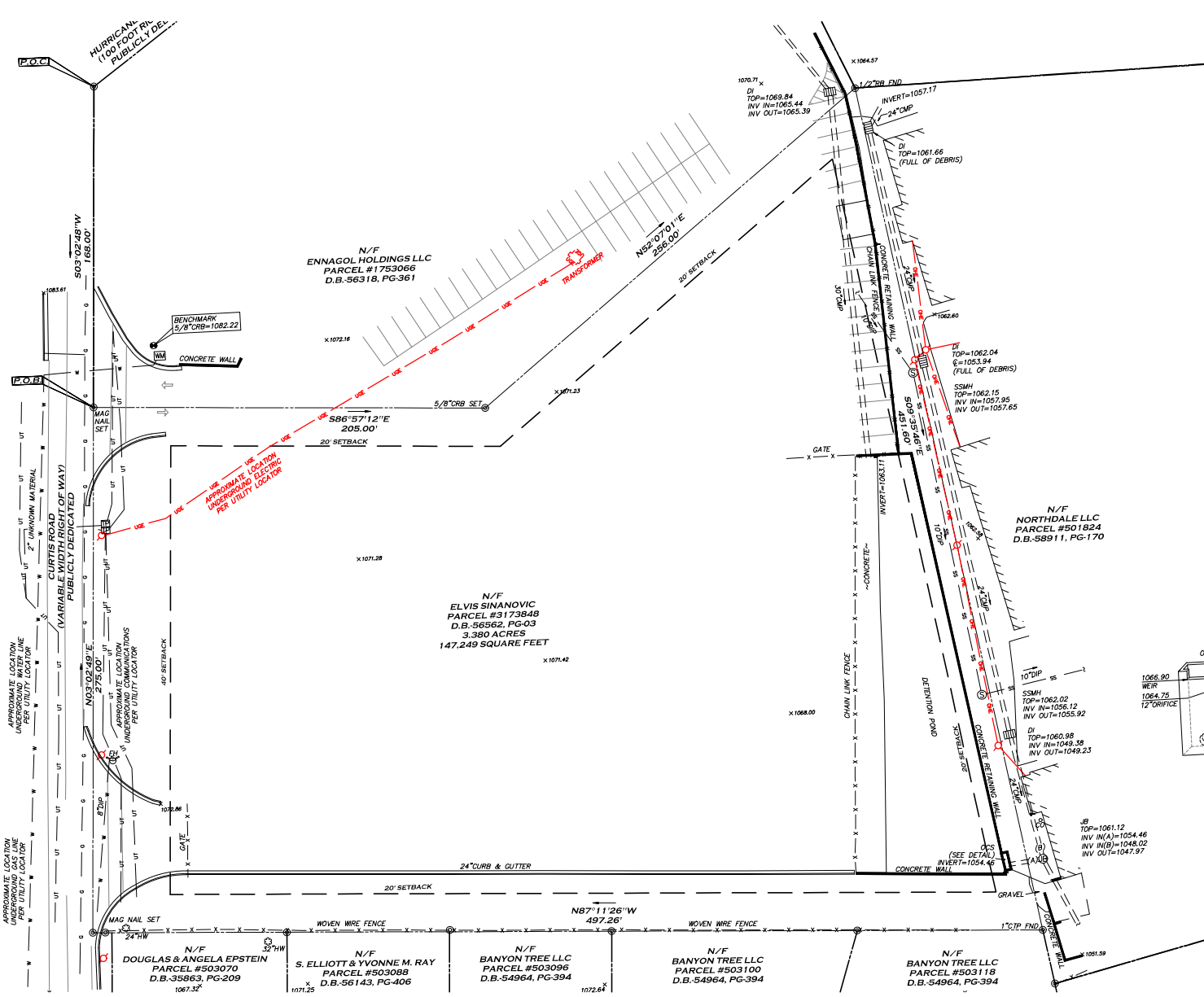
PREPARED FOR:
FOX BUILDING COMPANY

BOUNDARY & TOPOGRAPHIC SURVEY OF:
PARCEL #1753066
LAWRENCEVILLE, GA 30046

STATE: GEORGIA COUNTY: GWINNETT DISTRICTS: LAID LOT 148

REVISIONS
DATE: DESCRIPTION

Lowery & Associates
LAND SURVEYING, LLC



SITE PLAN FOR
CURTIS ROAD DEVELOPMENT
 LAWRENCEVILLE, GA 30046

SCALE:

FOR:

RELEASES / DATES	DATE
1	
2	
3	
4	
5	

NOT FOR CONSTRUCTION
 RELEASED FOR CONSTRUCTION

DRAWN BY: L. HAN
 CHECKED BY: L. HAN
 SHEET TITLE:

EXISTING SITE PLAN
 DATE: 11.01.2023 PROJECT NUMBER: Y2023-SC01-001

SHEET NUMBER

1 EXISTING SITE PLAN
 SCALE: 30" = 1" - 0"

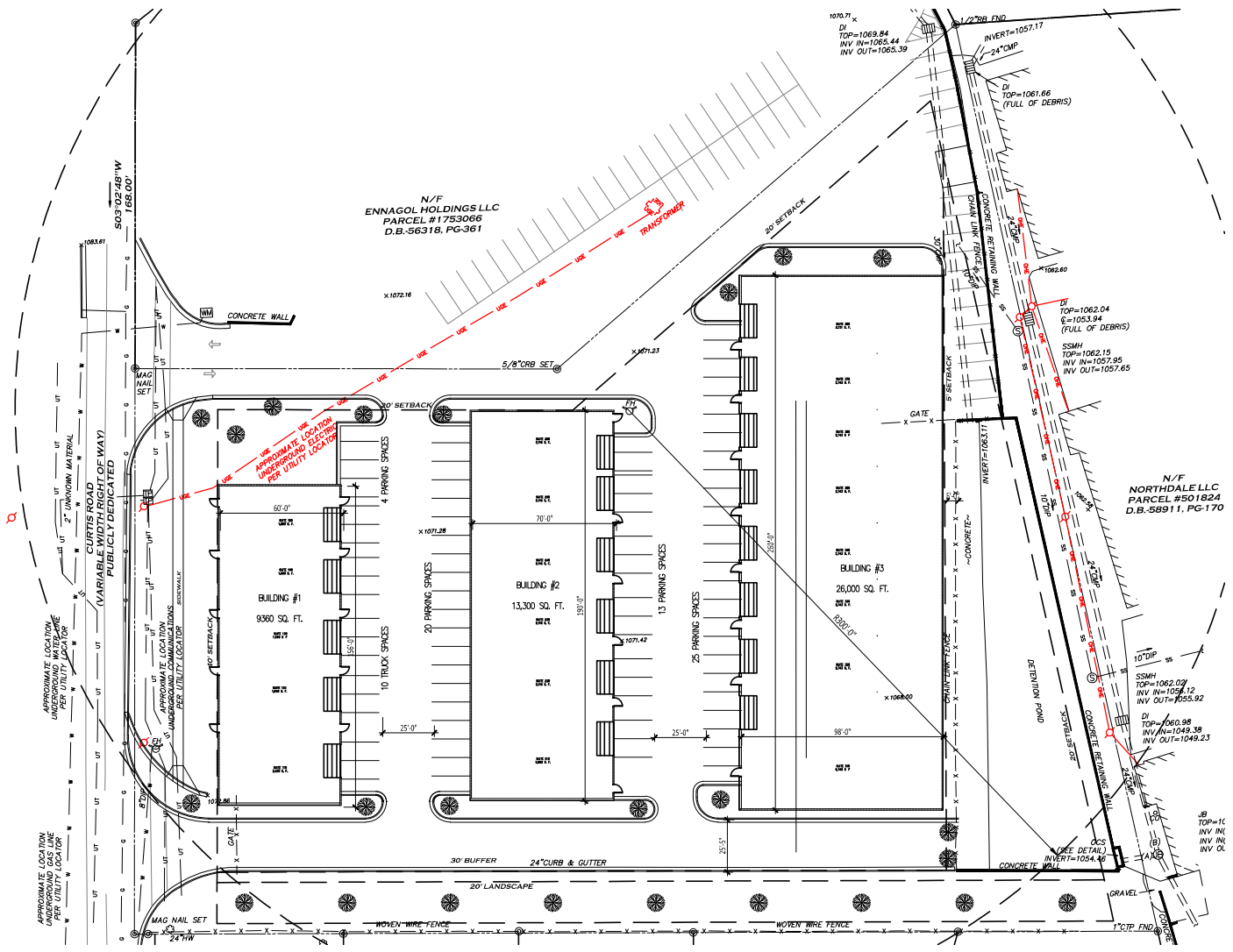


Y STUDIO, LLC
 888 S. MADRINE RD., BLDG. 104
 LAWRENCEVILLE, GA 30046
 TEL: 770.242.0527
 FAX: 770.242.0527
 EMAIL: INFO@YSTUDIO.COM

SITE ANALYSIS		
BUILDING	SIZE	PARKING SPACES
BUILDING #1	9,360 SQ. FT.	10
BUILDING #2	13,300 SQ. FT.	33
BUILDING #3	25,825 SQ. FT.	25
TOTAL	48,485 SQ. FT.	95

≈1.40 SPACES / 1,000 S.F.

SITE# 147, 249.48 SQ. FT.
 BUILDING #1: 9,360
 BUILDING #2: 13,300
 BUILDING #3: 25,825
 TOTAL: 48,485
 SITE COVERAGE = 32.9%
 SETBACK:
 FRONT = 40' SETBACK
 SIDE = 30' BUFFER,
 20' LANDSCAPE,
 REAR = 5' SETBACK (FRM POND)



1 SITE PLAN #2
 SCALE: 50" = 1' - 0"

SITE PLAN FOR
 CURTIS ROAD DEVELOPMENT
 LAWRENCEVILLE, GA 30046

SEAL:

FOR:

RELEASES / DATES	DATE
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE

NOT FOR CONSTRUCTION
 RELEASED FOR CONSTRUCTION

DRAWN BY: L.H.A.
 CHECKED BY: L.H.A.
 SHEET TITLE:

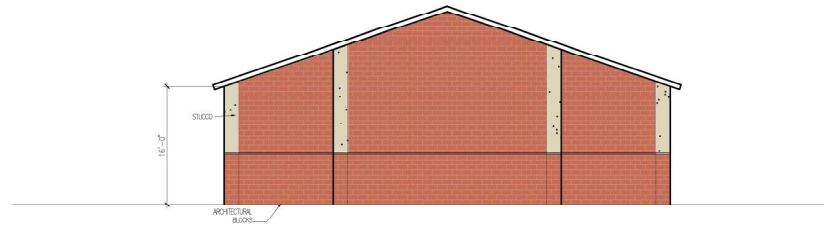
SITE PLAN
 DATE: 11.01.2023 PROJECT NUMBER: Y2023SC001401

SHEET NUMBER

A-1.2



SITE PLAN FOR
CURTIS ROAD DEVELOPMENT
LAWRENCEVILLE, GA 30046



3 PRELIMINARY SIDE ELEVATIONS
SCALE: 1/8" = 1'-0"



2 PRELIMINARY REAR ELEVATIONS
SCALE: 1/8" = 1'-0"



1 PRELIMINARY FRONT ELEVATIONS
SCALE: 1/8" = 1'-0"

SEAL:

FOR:

RELEASES / DATES	
▶	DATE:
▶	DATE:
▶	DATE:
▶	DATE:
▶	DATE:

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION

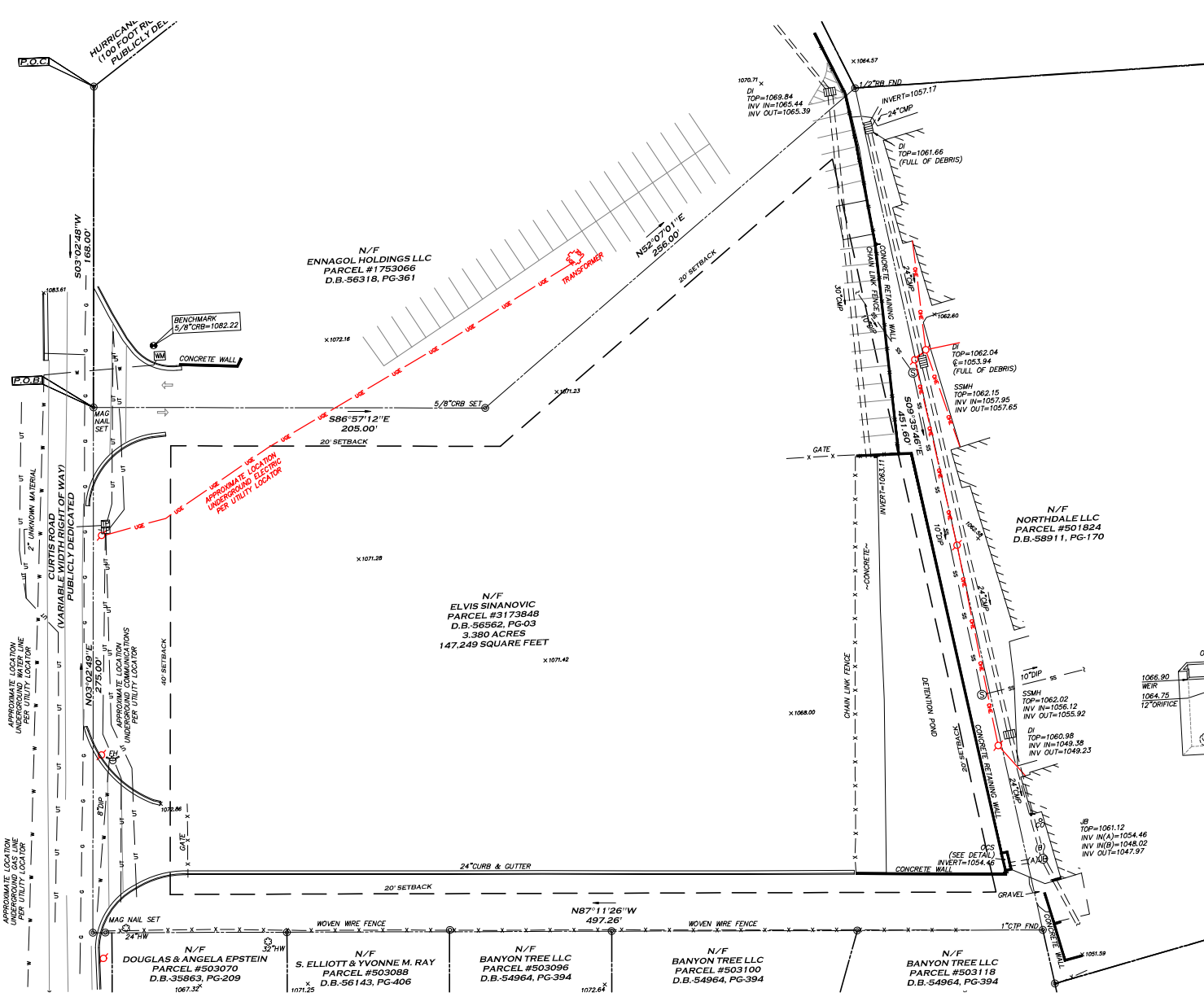
DRAWN BY: L. YARR
REVISED BY: L. YARR

SHEET TITLE:

PRELIMINARY ELEVATIONS
DATE: 11.01.2023 PROJECT NUMBER: Y2023-001-01

SHEET NUMBER

A-4.1



1 EXISTING SITE PLAN
SCALE: 30" = 1' - 0"

SITE PLAN FOR
CURTIS ROAD DEVELOPMENT
LAWRENCEVILLE, GA 30046

SEAL:

FOR:

RELEASES / DATES	DATE
1	DATE
2	DATE
3	DATE
4	DATE
5	DATE

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION

DRAWN BY: L. HAN
CHECKED BY: L. HAN

SHEET TITLE:

EXISTING SITE PLAN
DATE: 11.01.2023 PROJECT NUMBER: Y2023-SC01-001
SHEET NUMBER

A-1.0

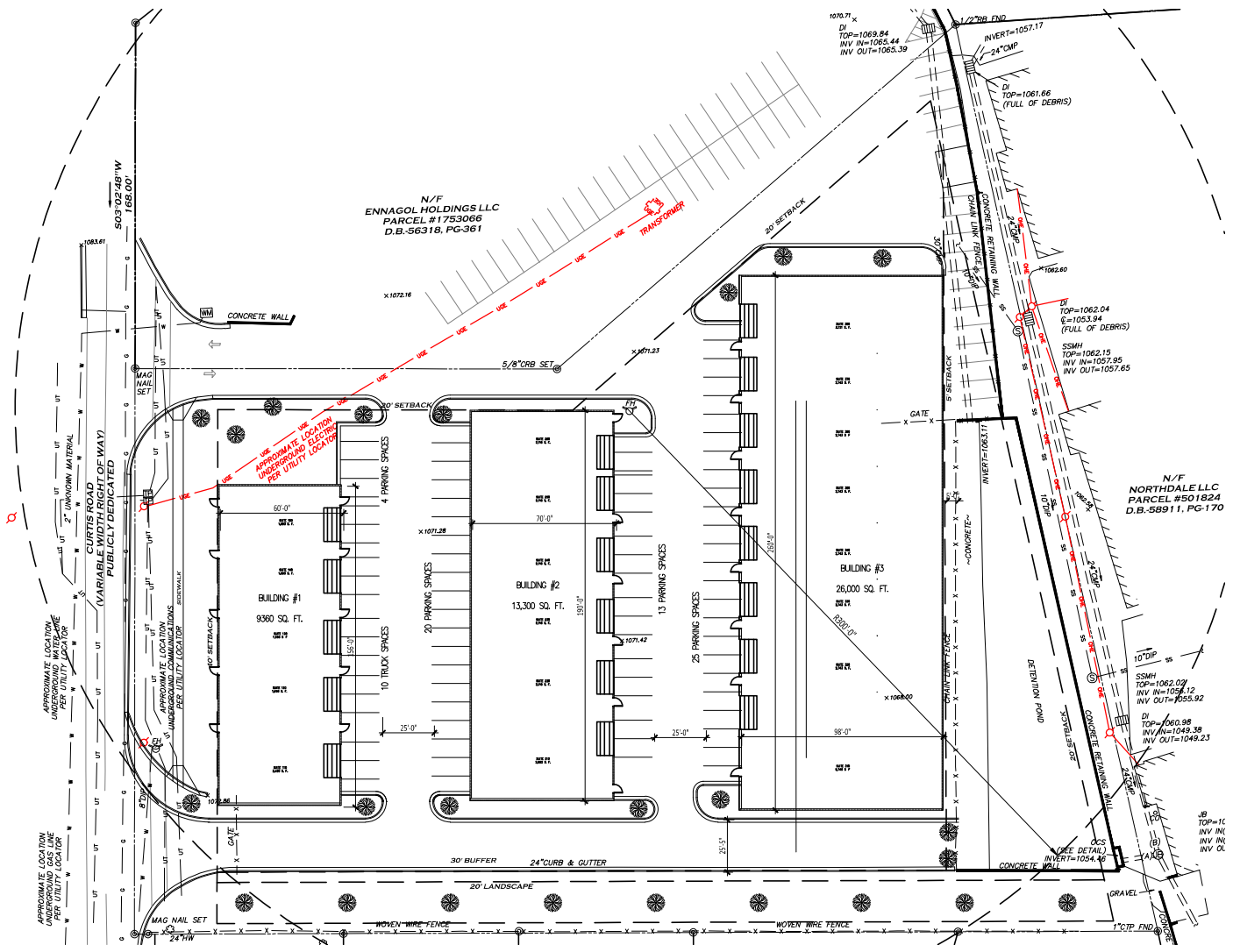


Y STUDIO, LLC
 888 S. MADISON ST., RT. 104
 LAWRENCEVILLE, GA 30046
 TEL: 770.242.0527
 FAX: 770.242.0527
 EMAIL: INFO@YSTUDIO.COM

SITE ANALYSIS		
BUILDING	SIZE	PARKING SPACES
BUILDING #1	9,360 SQ. FT.	10
BUILDING #2	13,300 SQ. FT.	33
BUILDING #3	25,825 SQ. FT.	25
TOTAL	48,485 SQ. FT.	95

≈1.40 SPACES / 1,000 S.F.

SITE# 147, 249.48 SQ. FT.
 BUILDING #1: 9,360
 BUILDING #2: 13,300
 BUILDING #3: 25,825
 TOTAL: 48,485
 SITE COVERAGE = 32.9%
 SETBACK:
 FRONT = 40' SETBACK
 SIDE = 30' BUFFER,
 20' LANDSCAPE,
 REAR = 5' SETBACK (FRM POND)



1 SITE PLAN #2
 SCALE: 50" = 1' - 0"

SITE PLAN FOR
CURTIS ROAD DEVELOPMENT
 LAWRENCEVILLE, GA 30046

SEAL:

FOR:

RELEASES / DATES	DATE
1	
2	
3	
4	
5	

NOT FOR CONSTRUCTION
 RELEASED FOR CONSTRUCTION

DRAWN BY: L. HAN
 CHECKED BY: L. HAN
 SHEET TITLE:

SITE PLAN
 DATE: 11.01.2023 PROJECT NUMBER: Y2023-SC001-001

SHEET NUMBER

A-1.2



Y STUDIO, LLC
 818 W. HUNTERS HILL RD., 108
 LAWRENCEVILLE, GA 30046
 TEL: 770-965-7445
 FAX: 770-965-0287
 WWW.YSTUDIO.COM

SITE PLAN FOR
 CURTIS ROAD DEVELOPMENT
 LAWRENCEVILLE, GA 30046

SEAL:

FOR:

RELEASES / DATES

DATE	DATE
▶	DATE
▶	DATE
▶	DATE
▶	DATE
▶	DATE

NOT FOR CONSTRUCTION
 RELEASED FOR CONSTRUCTION

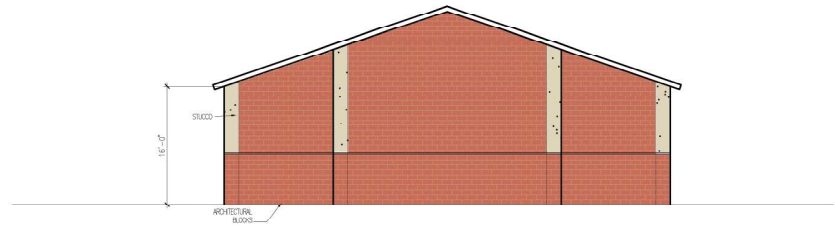
DRAWN BY: L. YARR
 REVIEWED BY: L. YARR

SHEET TITLE:

PRELIMINARY ELEVATIONS
 DATE: 11.01.2023 PROJECT NUMBER: Y2023-001-01

SHEET NUMBER

A-4.1



3 PRELIMINARY SIDE ELEVATIONS
 SCALE: 1/8" = 1'-0"



2 PRELIMINARY REAR ELEVATIONS
 SCALE: 1/8" = 1'-0"



1 PRELIMINARY FRONT ELEVATIONS
 SCALE: 1/8" = 1'-0"











LAWRENCEVILLE

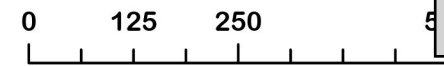
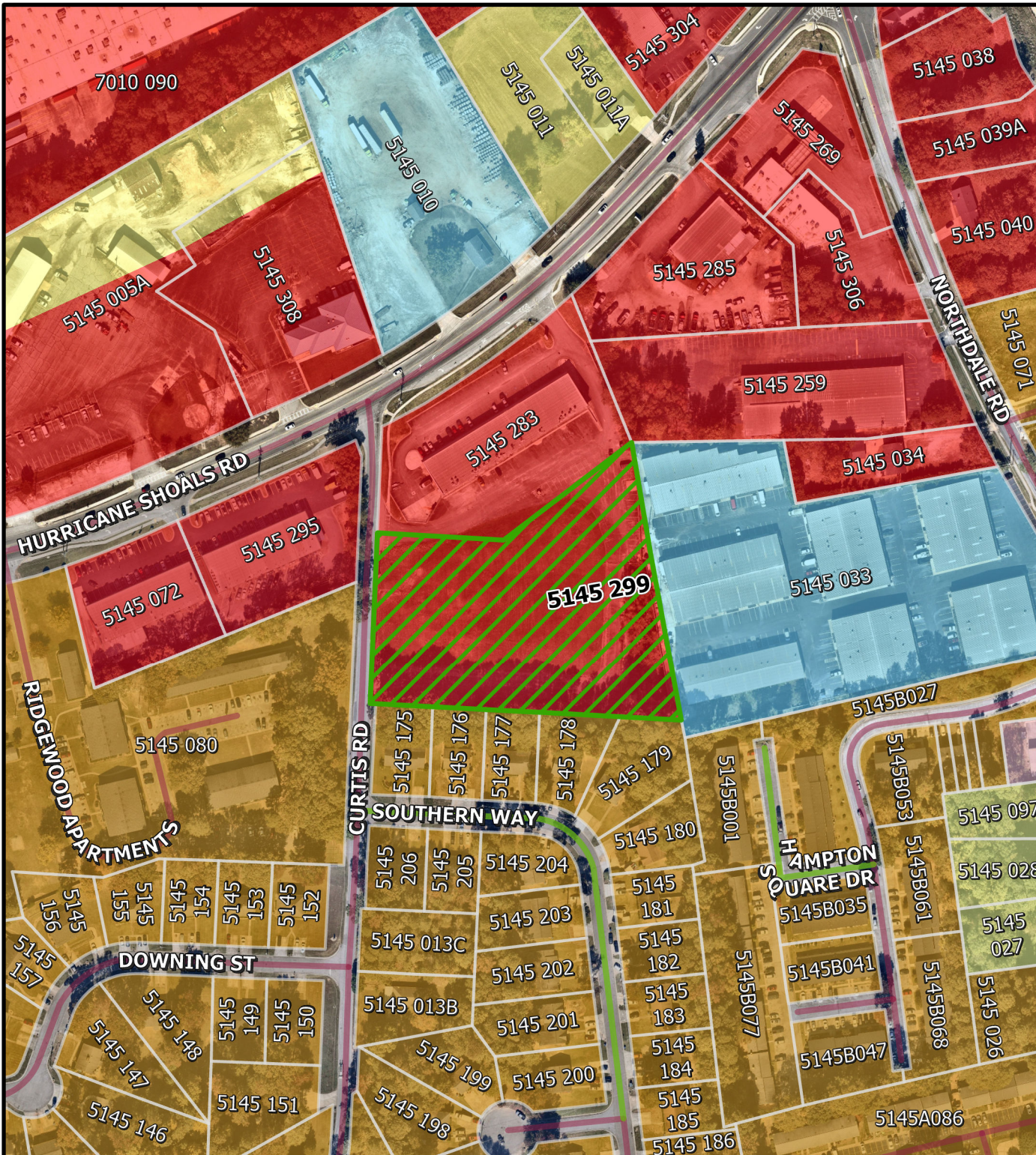
GEORGIA

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

File # RZRC023-00052

Applicant: Ming Zhou

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  LM Light Manufacturing
 -  OI Office/Institutional
 -  RM-12 Multifamily Residential
 -  RS-150 Single-Family Residential













LAWRENCEVILLE

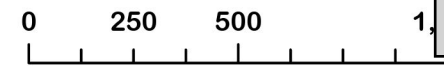
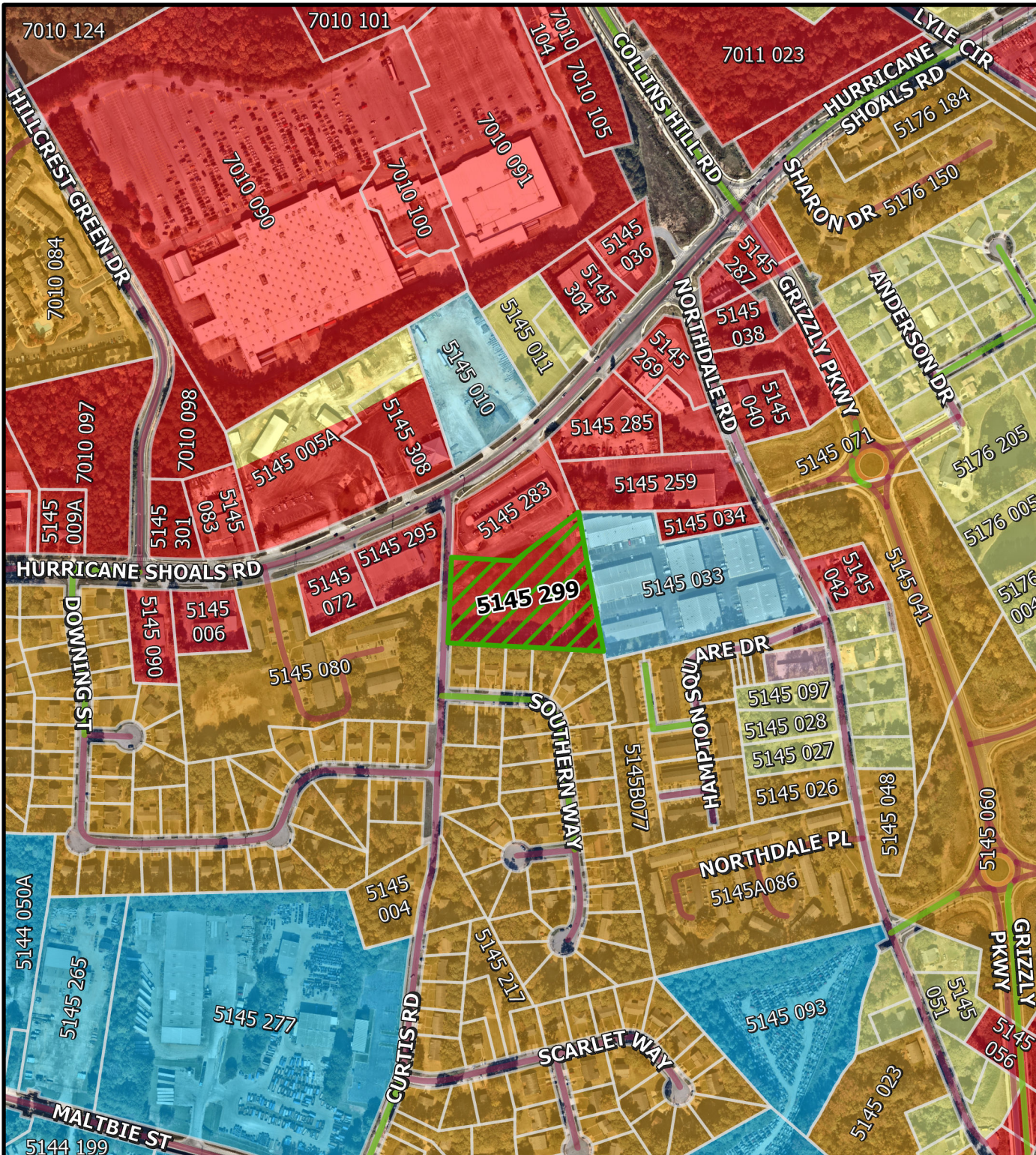
GEORGIA

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

File # RZRC023-00052

Applicant: Ming Zhou

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Zoning Districts**
-  BG General Business
-  LM Light Manufacturing
-  HM Heavy Manufacturing
-  OI Office/Institutional
-  CMU Community Mixed Use
-  RM-12 Multifamily Residential
-  RS-150 Single-Family Residential





LAWRENCEVILLE

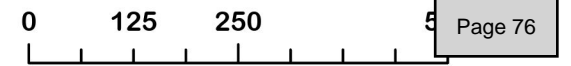
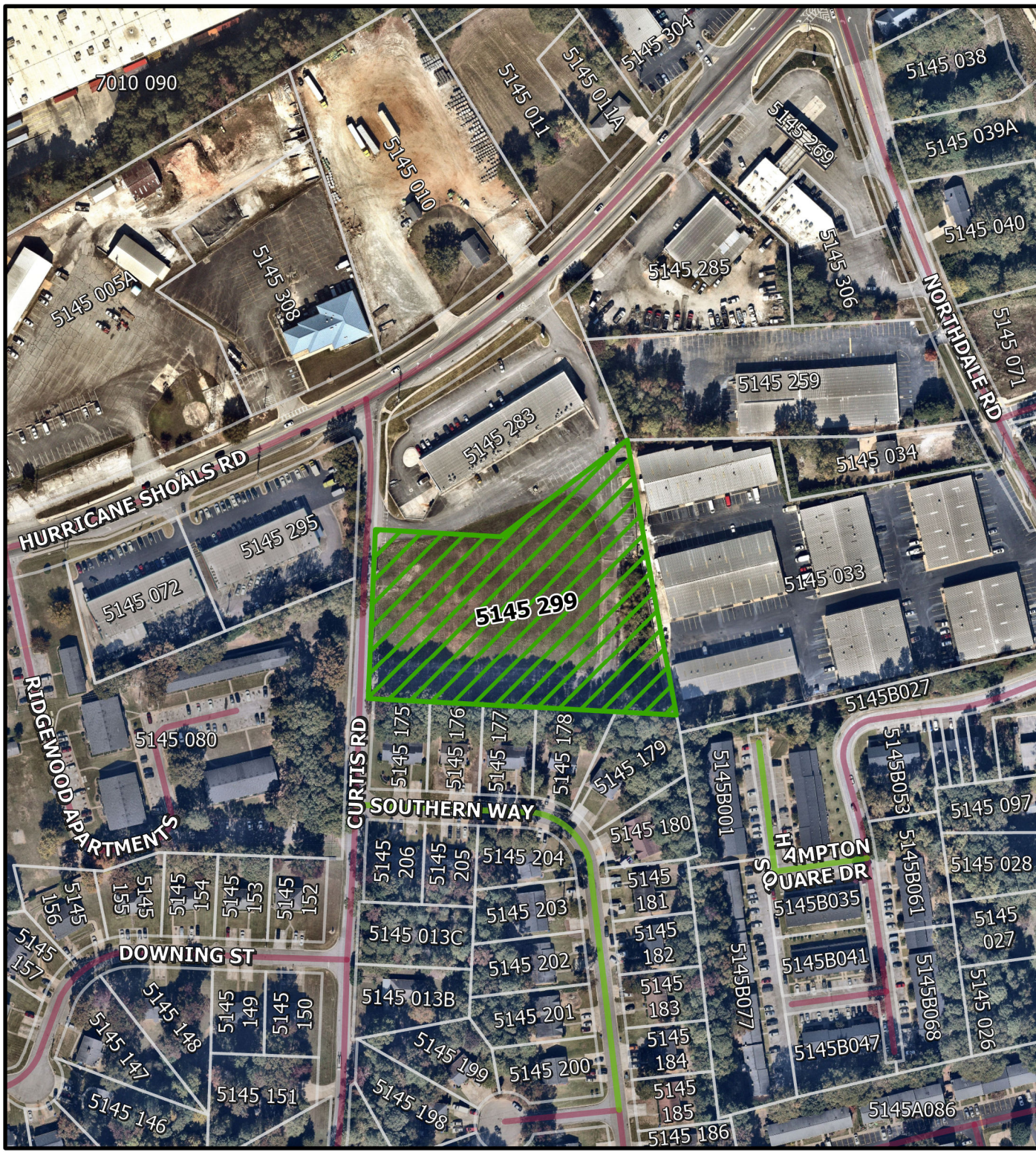
GEORGIA

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

File # RZRC023-00052

Applicant: Ming Zhou

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets









LAWRENCEVILLE

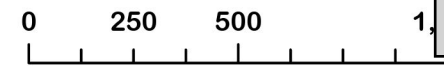
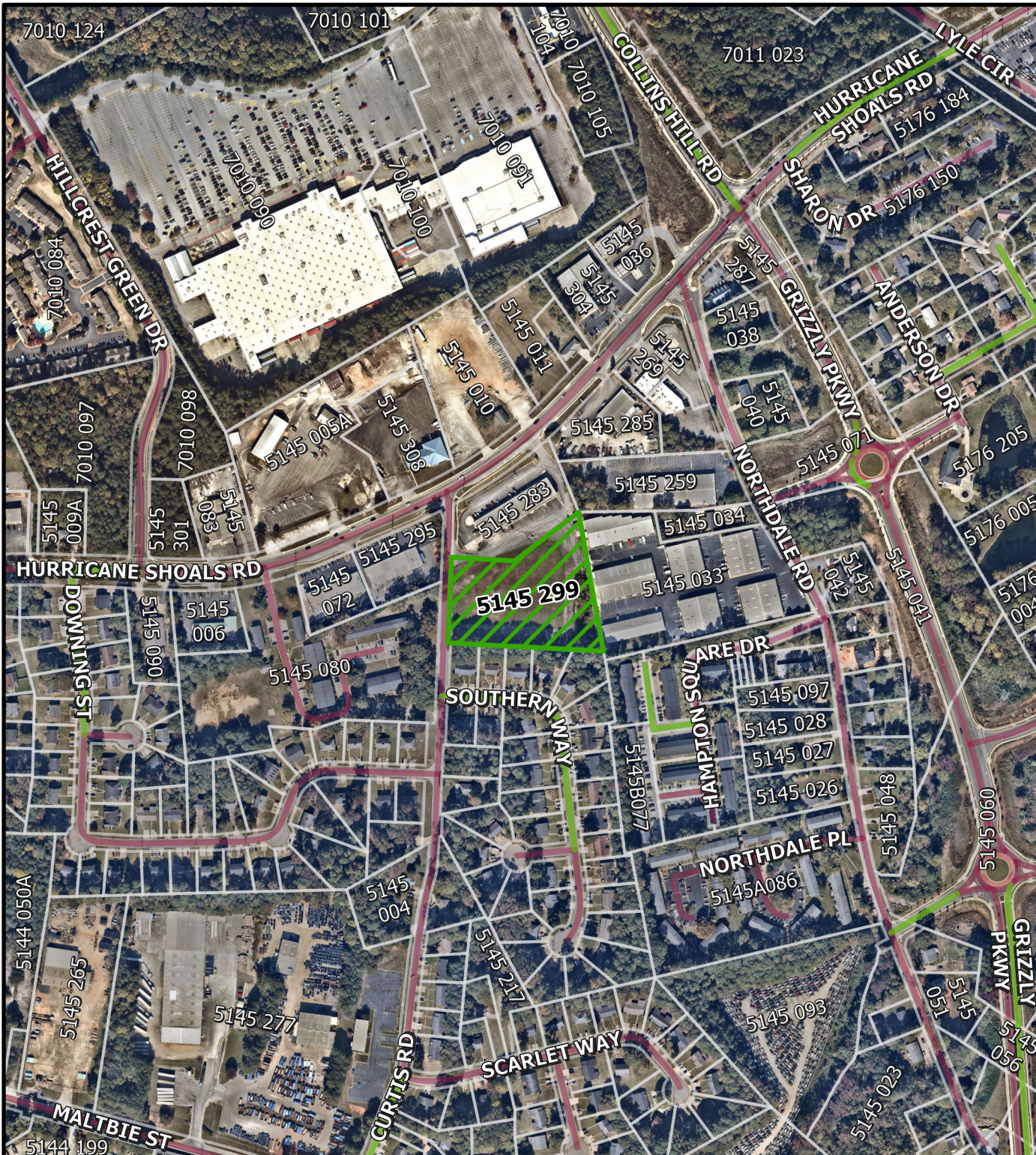
GEORGIA

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

File # RZRC023-00052

Applicant: Ming Zhou

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: NEW PUBLIC HEARING

Item: An Ordinance to Amend the Zoning Ordinance, ARTICLE 1 Districts

Department: Planning and Development

Date of Meeting: Monday, February 26, 2024

Applicant Request: Table item indefinitely

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Table Indefinitely**

Planning Commission Recommendation: **Table to April Public Hearing**

Summary: Request to table the decision to the Amendment to ARTICLE 1 Districts, to include two new zoning districts to address infill development.

Attachments/Exhibits:

- No attachment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW PUBLIC HEARING

Item: An Ordinance to Amend the Zoning Ordinance, ARTICLE 10; Definitions

Department: Planning and Development

Date of Meeting: Monday, February 26, 2024

Applicant Request: Table indefinitely

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Table Indefinitely**

Planning Commission Recommendation: **Table to the April Agenda**

Summary: Request to table indefinitely the Amendment to ARTICLE 10 Definitions is necessary to clarify language that is consistent with Georgia State Law.

Attachments/Exhibits:

- No attachments



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW PUBLIC HEARING

- Item:** An Ordinance to Amend the Zoning Ordinance, ARTICLE 6; Architectural and Design Standards
- Department:** Planning and Development
- Date of Meeting:** Monday, February 26, 2024
- Applicant Request:** Table Indefinitely
- Presented By:** Todd Hargrave, Director of Planning and Development
- Department Recommendation:** **Table Indefinitely**
- Planning Commission Recommendation:** **Table to April Agenda**

Summary: Request to table the amendment to ARTICLE 6 needs to be updated to be consistent with the vision from the 2040 Comprehensive Plan and the 2021 LCI for City of Lawrenceville.

- Attachments/Exhibits:**
- No attachments



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL, REGULAR MEETING, FEBRUARY 26, 2024

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Ordinance to amend chapter 4 of the code of ordinances to update provisions related to breweries and distilleries
- Department:** City Manager
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Michael Fischer – Assistant City Manager - Operations
- Action Requested:** Approve Ordinance to Amend Chapter 4 of the Code of Ordinances of the City of Lawrenceville, Georgia related to alcoholic beverages to update provisions related to brewer/brewery and distiller/distillery and for other purposes

Summary: The purpose of this amendment is to update Chapter 4 of the code of ordinances to align with changes to the Georgia State Law. Particularly as related to distilleries and breweries.

Background: The Chapter 4 Alcohol Ordinance was updated in October of 2023. Since that time the State has finalized changes to state law that now is in conflict with the City’s local ordinance. O.C.G.A. 3-4-24.2 has specific changes to the distillery and brewery. Rather than continuing to adjust the city ordinance each year, this change will in part allow for distilleries and breweries to operate in accordance with state law.

Concurrences: City Manager, City Clerk, and the City Attorney

Attachments/Exhibits:
Brewer and Distiller Amendment

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 4 OF THE CODE OF ORDINANCES OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO ALCOHOLIC BEVERAGES TO UPDATE PROVISIONS RELATED TO BREWER/BREWERY AND DISTILLER/DISTILLERY AND FOR OTHER PURPOSES

The City Council of the City of Lawrenceville, Georgia hereby ordains that the Code of Ordinances of the City of Lawrenceville, Georgia shall be amended as follows:

Section 1:

That section 4-88 is hereby amended by deleting Section 4-88 in its entirety and replacing the language with the text set forth below:

Sec. 4-88 Package sales not permitted.

Nothing in this chapter shall be construed to permit the package sale of distilled spirits or spirituous liquor except for distiller/distillery pursuant to O.C.G.A. 3-4-24.2.

Section 2:

That subsection (c) of Section 4-141 is hereby amended by adding a subsection to be numbered (4) that shall appear as set forth below:

Sec. 4-141. Distilled spirits consumption on the premises hours and days of sale and additional restrictions.

(c) The sale of distilled spirits for consumption on the premises is permitted on Sundays from 11:00 a.m. until 12:00 midnight in:

(4) A licensed distiller/distillery pursuant to Section 4-153 of this chapter.

Section 3:

That subsection (c) of Section 4-152 is hereby amended by deleting subsection (c) in its entirety and replacing the language with the text set forth below:

Sec. 4-152. Brewer/brewery.

(c) A licensed brewer shall be permitted to operate in accordance with and shall be subject to the limited exception to the three-tier distribution system as set forth in O.C.G.A. Section 3-5-24.1, as currently exists or as may hereafter be amended.

Section 4:

That subsection (b) of Section 4-153 is hereby amended by deleting subsection (b) in its entirety and replacing the language with the text set forth below:

Sec. 4-153. Distiller/distillery.

(b) A licensed distiller shall be permitted to operate in accordance with and shall be subject to the limited exception to the three-tier distribution system as set forth in O.C.G.A. Section 3-4-24.2, as currently exists or as may hereafter be amended.

Section 5:

That subsection (c) of Section 4-153 is hereby amended by deleting subsection (c) in its entirety and replacing the language with the text set forth below:

Sec. 4-153. Distiller/distillery.

(c) A licensed distiller shall be subject to the provisions related to hours and days of sale as set forth in section 4-141 of this chapter.

Section 6:

That Section 4-153 is hereby amended by adding a subsection to be numbered (f) that shall appear as set forth below:

Sec. 4-153. Distiller/distillery.

(f) A licensed distiller may operate as a distiller during the hours as retail consumption dealers are allowed pursuant to O.C.G.A 3-4-24.2.

Section 7:

Except as specifically amended as set forth above, all other subsections of Sections 4-88, 4-141, 4-152 and 4-153 shall remain in full force and affect. Further, all other sections of Chapter 4 shall remain unchanged and in full force and affect.

Section 8:

All ordinances, regulations, or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 9:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10:

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this _____ day of February, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL, REGULAR MEETING FEBRUARY 26, 2024

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Flock Safety Raven Gun Shot Detection System
- Department:** Police
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$84,000 Speed Zone
- Presented By:** Captain Brad Grove
- Action Requested:** Approve purchase of Flock Safety Raven Gun Shot Detection system for a two-year period.

Summary: Gunshot detection systems detect and locate firearm discharges. These systems have been adapted for law enforcement operations to provide gunshot detection over a large area to an accuracy of within a few feet. These systems use multiple sensor units to detect and locate gunshots. In addition to notifying law enforcement of gunshots, the data collected by gunshot detection systems can be used as forensic evidence during legal proceedings.

Background: On average, the police department responds to 911 “Discharging Firearms” Calls for Service (CFS) 137 times per year. Responding officers are dispatched to an area in which 911 calls originate. Depending on the type of weapon fired and other conditions such as weather and terrain, the area in which an officer must search can be very wide. In fact, statistically one-half of the dispatched CFS the responding officer is unable to locate the exact area, identify a suspect, or recover any potential evidence such as shell casings.

Flock Raven utilizes prepositioned audio devices to cover an area and incorporates gunshot detection into Flock OS and mobile devices to alert Dispatch and Patrol Officers immediately to an area within 90’ accuracy. This system fully integrates with our current Flock OS system that provides citywide License Plate Recognition (LPR) data allowing for real-time objective awareness leading to more successful investigations of gunshots throughout the city.

Fiscal Impact: \$84,000 to be funded out of Speed Zone Camera GL: 2853210-531600.

Concurrences: Purchasing.

Attachments/Exhibits:

- 2-year Flock Raven Agreement \$84,000
- Flock Safety Raven Product Sheet

**Flock Safety + GA - City of
Lawrenceville**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Robert Lacey
robert.lacey@flocksafety.com
4047717733

flock safety

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer: GA - City of Lawrenceville
Legal Entity Name: GA - City of Lawrenceville
Accounts Payable Email: bgrove@lawrencevillepd.com
Address: 300 Jackson St Lawrenceville, Georgia
30046

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,000.00
Flock Safety Audio Products			
Flock Safety Raven ® - 1/4mi	Included	2	Included
Flock Safety Raven ® - 1mi	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
		Subtotal Year 1:	\$42,000.00
		Annual Recurring Subtotal:	\$42,000.00
		Discounts:	\$34,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$84,000.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$42,000.00
Annual Recurring after Year 1	\$42,000.00
Contract Total	\$84,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$34,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

18.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Raven®	An audio detection device that provides real-time alerting to law enforcement based on programmed audio events.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description


Package: Community

FlockOS Features	Description
------------------	-------------

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - City of Lawrenceville

By: 
Name: MARK SMITH
Title: GENERAL COUNSEL
Date: 15 DECEMBER 2023

By: _____
Name: _____
Title: _____
Date: _____
PO Number: _____

flock safety

Flock Safety Raven®

Audio Detection Device



Secure the scene and preserve critical evidence by pairing gunshot detection that works with your LPR and video.

PROBLEM

Traditional gunshot detection only tells you there was a shooting. It doesn't provide real-time contextual evidence, like vehicular information, to identify suspects and their direction of travel.

Because of this lack of key evidence, many cases go unsolved.

SOLUTION

Flock Safety Raven® works with Flock Safety LPR and video cameras to deliver actionable evidence officers need to respond to shootings quickly, allowing them to locate victims, preserve critical evidence, and identify suspect vehicle leads.

1

DETECT AND LOCATE GUNSHOTS AND VICTIMS OFTEN BEFORE 911 IS CALLED

Receive notification of shots fired in 60 seconds or less, so you can arrive on the scene quickly and confidently to secure the scene, locate victims and preserve evidence.

2

IDENTIFY REAL-TIME VEHICLE LEADS WITH SIMPLE SOFTWARE

See a virtual crime scene perimeter in real-time to search the area of a shooting for potential suspects via vehicle leads.

3

BUILD STRONGER CASES FOR GUN-RELATED CRIMES

Collect vital audio and geospatial data to corroborate physical evidence – like shell casings – from the scene of a shooting.

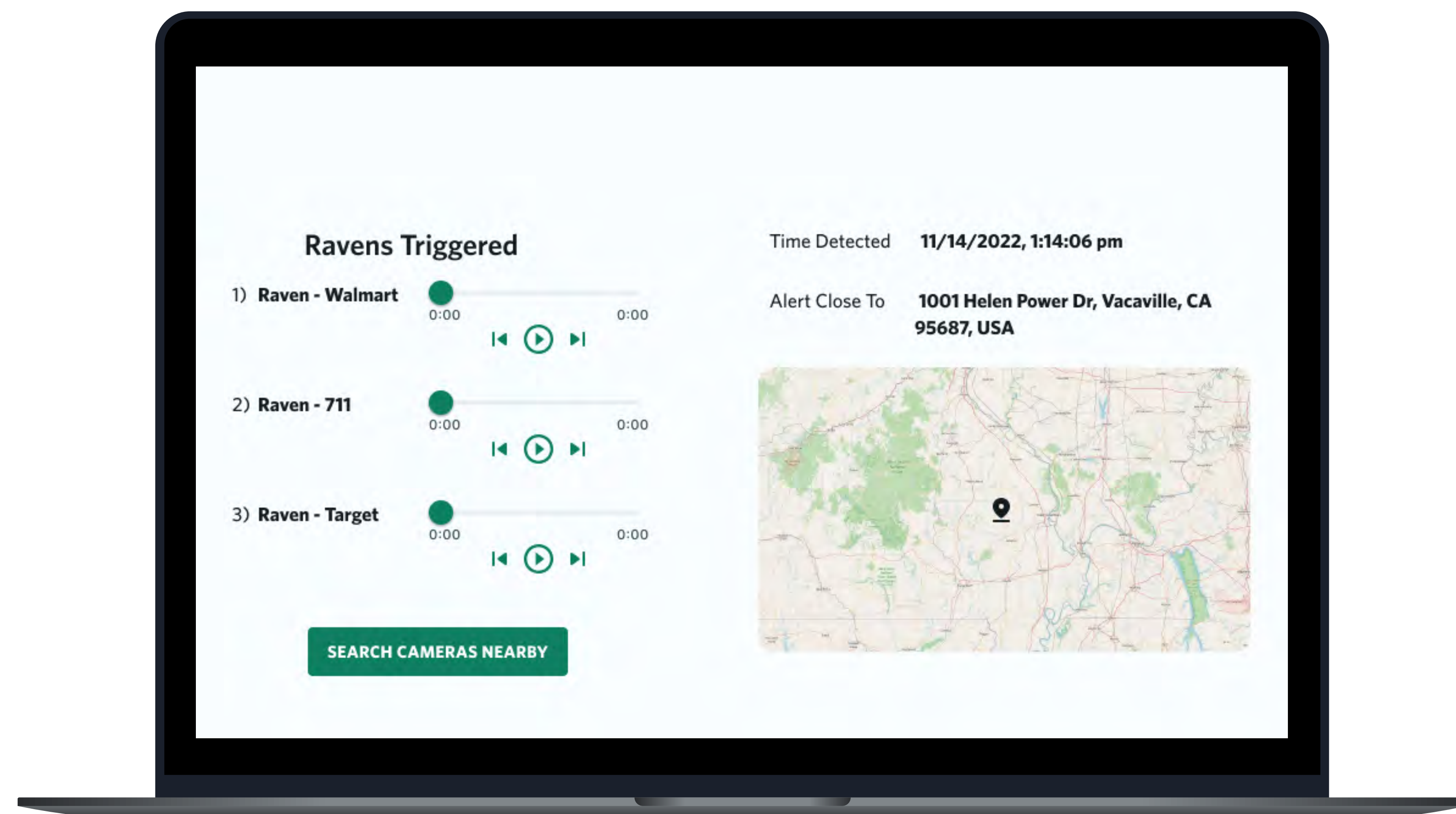
flock safety

flocksafety.com

(866) 901-1781 | support@flocksafety.com

flock safety

Trustworthy technology that can save lives and change outcomes.



Dimensions

HEIGHT

5.7 inches

DEPTH

3 inches

DEPTH

3 inches

WEIGHT

<1 pound

Features

HARDWARE

- LTE connectivity, bluetooth, and GPS
- 3000ma battery (20-day lifespan)
- Wake on Event (WoE) firmware

“The ability to respond quickly to gunfire with Raven and identify a suspect vehicle using Flock Safety LPR cameras led to the resolution of a violent crime in just under 90 minutes.”

SARAH TADA

Support Services Manager | Morgan Hill PD

Morgan Hill, CA

Police Dept

Manatee County, FL

Sheriff's Dept

Albany, GA

Police Dept

Clarkston, GA

Police Dept

Conyers, GA

Police Dept

Covington, GA

Police Dept

Wichita, KS

Police Dept

Flint, MI

Police Dept

Kaufman County, TX

Sheriff's Dept



flock safety

flocksafety.com

(866) 901-1781 | support@flocksafety.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, FEBRUARY 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Lawrenceville Dog Park Project
- Department:** Administration
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$677,899.60
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Award Lawrenceville Dog Park Project to low bidder, Zaveri Enterprises, Inc., amount not to exceed \$677,899.60. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is a compact urban dog park within the Lawrenceville Lawn. The project site is nestled between the perimeter fence and the existing walkways along the eastern side of the lawn adjacent to Jackson Street. The dog park carves out a 0.41-acre area of the existing passive lawn. The dog park is designed to separate large dogs from small dogs. The areas are separated by an eight-foot-wide concrete walkway, and both areas are surrounded by decorative security fencing and have double-gated entries. To maintain a clean wearing surface for the dogs and their owners, the dog park is covered with artificial turf that incorporates an irrigation cleaning system. The dog park has both open areas and agility equipment to keep dogs active. The dog park has several shade structures and benches along with dog waste bin stations and water fountains. This project has available funding of \$459,111.94. Upon Council approval, \$240,000.00 will be transferred from Capital Reserves in Fund 355 to project SP-017 for a total available budget of \$699,111.94.

Fiscal Impact: Amount not to exceed \$677,899.60. This project is funded by the Capital Outlay Fund (3246000.541000). Project SP-017.

Attachments/Exhibits: Bid Tabulation

**SB024-24
Lawrenceville Dog Park Project
Administration**

				AMO Construction, LLC		Complete Site		F.S. Scarbrough, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project									
1	Mobilization	1	LS	\$98,905.00	\$98,905.00	\$25,000.00	\$25,000.00	\$98,600.00	\$98,600.00
2	Concrete (walkway, slab)	200	SF	\$3.65	\$730.00	\$4.00	\$800.00	\$16.18	\$3,236.00
3	Sod Removal	17,250	SF	\$0.50	\$8,625.00	\$0.50	\$8,625.00	\$0.86	\$14,835.00
4	Underground Utility locate	1	LS	\$1,751.00	\$1,751.00	\$3,000.00	\$3,000.00	\$20,000.00	\$20,000.00
5	Irrigation removal	1	LS	\$1,168.00	\$1,168.00	\$3,000.00	\$3,000.00	\$13,300.00	\$13,300.00
6	Fill dirt	300	CY	\$21.89	\$6,567.00	\$25.00	\$7,500.00	\$37.60	\$11,280.00
7	Fine grading	1	LS	\$5,540.40	\$5,540.40	\$30,000.00	\$30,000.00	\$7,050.00	\$7,050.00
8	Erosion Control	1	LS	\$13,680.00	\$13,680.00	\$8,500.00	\$8,500.00	\$22,350.00	\$22,350.00
9	1" Munciplex water line & fittings	300	LF	\$30.08	\$9,024.00	\$30.00	\$9,000.00	\$38.26	\$11,478.00
10	Water Fountain Assembly	3	EA	\$7,695.00	\$23,085.00	\$8,900.00	\$26,700.00	\$20,172.00	\$60,516.00
11	2" PVC Conduit	11	stick	\$7.98	\$87.78	\$300.00	\$3,300.00	\$35.00	\$385.00
12	Water Valves	4	EA	\$313.50	\$1,254.00	\$300.00	\$1,200.00	\$1,568.00	\$6,272.00
13	Quick Couplers	2	EA	\$510.72	\$1,021.44	\$700.00	\$1,400.00	\$1,527.50	\$3,055.00
14	HDPE, 18 inch	28	LF	\$137.94	\$3,862.32	\$85.00	\$2,380.00	\$132.00	\$3,696.00
15	Grate Inlet structure	1	EA	\$14,592.00	\$14,592.00	\$4,500.00	\$4,500.00	\$18,239.00	\$18,239.00
16	Concrete, 8' sidewalk, bench pads, shade structure pads, waste bin pads, & fence banding	157	CY	\$485.00	\$76,145.00	\$1,200.00	\$188,400.00	\$610.00	\$95,770.00
17	Security Fencing, 4 ft.	240	LF	\$125.68	\$30,163.20	\$130.00	\$31,200.00	\$140.00	\$33,600.00
18	Security Fencing, 6 ft.	418	LF	\$123.40	\$51,581.20	\$120.00	\$50,160.00	\$116.50	\$48,697.00
19	Access Entry Gates, 4 ft. tall self- latching & locking	2	EA	\$1,054.50	\$2,109.00	\$1,500.00	\$3,000.00	\$2,981.00	\$5,962.00

20	Access Entry Gates, 6 ft. tall self- latching & locking	4	EA	\$1,026.00	\$4,104.00	\$1,500.00	\$6,000.00	\$2,981.00	\$11,924.00
21	Maintenance Gates, 4 ft. tall	1	EA	\$2,109.00	\$2,109.00	\$1,400.00	\$1,400.00	\$3,794.00	\$3,794.00
22	Maintenance Gates, 6 ft. tall	1	EA	\$2,052.00	\$2,052.00	\$1,600.00	\$1,600.00	\$3,794.00	\$3,794.00
23	Dog Bins w/ steel post	13	EA	\$897.52	\$11,667.76	\$2,800.00	\$36,400.00	\$671.00	\$8,723.00
24	Waste bins	1	EA	\$2,404.66	\$2,404.66	\$1,900.00	\$1,900.00	\$2,362.00	\$2,362.00
25	Benches, 8 ft.	10	EA	\$1,341.14	\$13,411.40	\$1,700.00	\$17,000.00	\$1,966.50	\$19,665.00
26	Benches, 6 ft.	12	EA	\$1,132.73	\$13,592.76	\$1,600.00	\$19,200.00	\$1,716.00	\$20,592.00
27	Artificial Turf System (gravel underlay, drain tiles, infill)	9,000	SF	\$21.09	\$189,810.00	\$15.00	\$135,000.00	\$25.08	\$225,720.00
28	Shade Structures	6	EA	\$10,274.14	\$61,644.84	\$14,000.00	\$84,000.00	\$15,601.00	\$93,606.00
29	Agility Equipment, Canine Courtyard Deluxe Kit	1	EA	\$10,339.80	\$10,339.80	\$8,250.00	\$8,250.00	\$15,992.00	\$15,992.00
30	Stay Table	1	EA	\$846.09	\$846.09	\$1,200.00	\$1,200.00	\$1,523.00	\$1,523.00
31	Bone Jump	1	EA	\$750.48	\$750.48	\$1,200.00	\$1,200.00	\$1,303.00	\$1,303.00
32	Disks	1	EA	\$1,543.50	\$1,543.50	\$2,100.00	\$2,100.00	\$2,332.00	\$2,332.00
33	Shimmy Poles	2	EA	\$1,065.02	\$2,130.04	\$1,350.00	\$2,700.00	\$1,766.50	\$3,533.00
34	Granite Column for Bronze Plaque	1	EA	\$3,648.00	\$3,648.00	\$4,500.00	\$4,500.00	\$13,285.00	\$13,285.00
35	Signage	15	EA	\$144.61	\$2,169.15	\$650.00	\$9,750.00	\$664.50	\$9,967.50
36	Thuja Occidentalis 'Emerald Green'	11	EA	\$342.00	\$3,762.00	\$550.00	\$6,050.00	\$817.00	\$8,987.00
37	Chamaecyparis Pisifera 'Golden Mop'	25	EA	\$68.40	\$1,710.00	\$65.00	\$1,625.00	\$383.00	\$9,575.00
38	Tif Tuf Bermuda Sod	2,086	SF	\$1.37	\$2,857.82	\$3.00	\$6,258.00	\$2.50	\$5,215.00
39	Hardwood Mulch	15	CY	\$102.60	\$1,539.00	\$300.00	\$4,500.00	\$225.00	\$3,375.00
40	Irrigation System	1	LS	\$10,830.00	\$10,830.00	\$15,000.00	\$15,000.00	\$12,874.00	\$12,874.00
Total				\$692,813.64		\$773,298.00		\$956,462.50	

				Tri Scapes, Inc.		Woodwind Construction Company, Inc		Zaveri Enterprises, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project									
1	Mobilization	1	LS	\$11,250.00	\$11,250.00	\$45,000.00	\$45,000.00	\$35,000.00	\$35,000.00
2	Concrete (walkway, slab)	200	SF	\$10.13	\$2,026.00	\$20.00	\$4,000.00	\$10.00	\$2,000.00
3	Sod Removal	17,250	SF	\$0.15	\$2,587.50	\$1.00	\$17,250.00	\$1.00	\$17,250.00
4	Underground Utility locate	1	LS	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
5	Irrigation removal	1	LS	\$5,250.00	\$5,250.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
6	Fill dirt	300	CY	\$69.38	\$20,814.00	\$75.00	\$22,500.00	\$30.00	\$9,000.00
7	Fine grading	1	LS	\$139,200.00	\$139,200.00	\$8,000.00	\$8,000.00	\$17,250.00	\$17,250.00
8	Erosion Control	1	LS	\$5,815.20	\$5,815.20	\$5,000.00	\$5,000.00	\$10,100.00	\$10,100.00
9	1" Munciplex water line & fittings	300	LF	\$13.13	\$3,939.00	\$20.00	\$6,000.00	\$40.00	\$12,000.00
10	Water Fountain Assembly	3	EA	\$17,224.25	\$51,672.75	\$8,500.00	\$25,500.00	\$10,000.00	\$30,000.00
11	2" PVC Conduit	11	stick	\$93.75	\$1,031.25	\$100.00	\$1,100.00	\$100.00	\$1,100.00
12	Water Valves	4	EA	\$1,687.50	\$6,750.00	\$200.00	\$800.00	\$500.00	\$2,000.00
13	Quick Couplers	2	EA	\$431.25	\$862.50	\$300.00	\$600.00	\$500.00	\$1,000.00
14	HDPE, 18 inch	28	LF	\$142.50	\$3,990.00	\$150.00	\$4,200.00	\$50.00	\$1,400.00
15	Grate Inlet structure	1	EA	\$3,562.50	\$3,562.50	\$8,978.00	\$8,978.00	\$20,000.00	\$20,000.00
16	Concrete, 8' sidewalk, bench pads, shade structure pads, waste bin pads, & fence banding	157	CY	\$549.38	\$86,252.66	\$400.00	\$62,800.00	\$500.00	\$78,500.00
17	Security Fencing, 4 ft.	240	LF	\$132.00	\$31,680.00	\$150.00	\$36,000.00	\$60.00	\$14,400.00
18	Security Fencing, 6 ft.	418	LF	\$112.80	\$47,150.40	\$200.00	\$83,600.00	\$100.00	\$41,800.00
19	Access Entry Gates, 4 ft. tall self- latching & locking	2	EA	\$1,080.00	\$2,160.00	\$1,000.00	\$2,000.00	\$300.00	\$600.00
20	Access Entry Gates, 6 ft. tall self- latching & locking	4	EA	\$1,440.00	\$5,760.00	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00
21	Maintenance Gates, 4 ft. tall	1	EA	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$250.00	\$250.00
22	Maintenance Gates, 6 ft. tall	1	EA	\$4,200.00	\$4,200.00	\$3,000.00	\$3,000.00	\$400.00	\$400.00
23	Dog Bins w/ steel post	13	EA	\$637.50	\$8,287.50	\$400.00	\$5,200.00	\$300.00	\$3,900.00
24	Waste bins	1	EA	\$2,887.50	\$2,887.50	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
25	Benches, 8 ft.	10	EA	\$2,644.78	\$26,447.80	\$1,800.00	\$18,000.00	\$1,600.00	\$16,000.00

26	Benches, 6 ft.	12	EA	\$2,118.75	\$25,425.00	\$1,200.00	\$14,400.00	\$1,400.00	\$16,800.00
27	Artificial Turf System (gravel underlay, drain tiles, infill)	9,000	SF	\$22.68	\$204,120.00	\$30.00	\$270,000.00	\$20.00	\$180,000.00
28	Shade Structures	6	EA	\$10,818.00	\$64,908.00	\$14,000.00	\$84,000.00	\$9,500.00	\$57,000.00
29	Agility Equipment, Canine Courtyard Deluxe Kit	1	EA	\$21,103.13	\$21,103.13	\$11,000.00	\$11,000.00	\$3,500.00	\$3,500.00
30	Stay Table	1	EA	\$1,668.75	\$1,668.75	\$950.00	\$950.00	\$2,400.00	\$2,400.00
31	Bone Jump	1	EA	\$1,406.25	\$1,406.25	\$850.00	\$850.00	\$1,800.00	\$1,800.00
32	Disks	1	EA	\$2,934.38	\$2,934.38	\$1,500.00	\$1,500.00	\$4,700.00	\$4,700.00
33	Shimmy Poles	2	EA	\$2,109.38	\$4,218.76	\$1,200.00	\$2,400.00	\$1,500.00	\$3,000.00
34	Granite Column for Bronze Plaque	1	EA	\$1,992.08	\$1,992.08	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
35	Signage	15	EA	\$414.00	\$6,210.00	\$200.00	\$3,000.00	\$2,500.00	\$37,500.00
36	Thuja Occidentalis 'Emerald Green'	11	EA	\$403.13	\$4,434.43	\$500.00	\$5,500.00	\$600.00	\$6,600.00
37	Chamaecyparis Pisifera 'Golden Mop'	25	EA	\$35.63	\$890.75	\$80.00	\$2,000.00	\$90.00	\$2,250.00
38	Tif Tuf Bermuda Sod	2,086	SF	\$1.22	\$2,544.92	\$2.00	\$4,172.00	\$1.10	\$2,294.60
39	Hardwood Mulch	15	CY	\$60.00	\$900.00	\$200.00	\$3,000.00	\$47.00	\$705.00
40	Irrigation System	1	LS	\$22,687.50	\$22,687.50	\$60,000.00	\$60,000.00	\$32,000.00	\$32,000.00
Total				\$842,620.51		\$844,800.00		\$677,899.60	

Recommended Vendor:

Zaveri Enterprises, Inc.
 2184 Sugar Springs Dr.
 Lawrenceville, GA 30043
zaver1@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, FEBRUARY 26, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Acquisition of Jackson EMC Properties near Lyle Circle and Hurricane Shoals Road (Tax Parcels #5176 036 and #5176 046A)
- Department:** City Administration
- Date of Meeting:** Monday, February 26, 2024
- Fiscal Impact:** \$90,000
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approval of the acquisition of Jackson EMC properties near Lyle Circle and Hurricane Shoals Road (Tax Parcel #5176 036 and Tax Parcel #5176 046A totaling 0.75 +/- acres) for \$90,000 and authorize the Mayor or City Manager to sign any documents upon the approval of the Purchase and Sale Agreement with the City Attorney

Summary: This acquisition cleans up property along Lyle Circle and Hurricane Shoals Road for the future purpose of potential road improvements and/or redevelopment.

Attachments/Exhibits: Jackson EMC Lyle Circle Purchase Sale Agreement and 4417_001.pdf

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **JACKSON ELECTRIC MEMBERSHIP CORPORATION** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer") a Georgia Municipal Corporation.

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy approximately 0.54+/- acres of property known as Tax Parcel #5176 046A and 0.21+/- acres of property known as Tax Parcel #5176 036 together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described on Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of the Seller, without any independent investigation (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said Property and recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all

or any part of the Property.

- iv) Seller has not entered into any outstanding agreements of sale, leases, options, or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Buyer. Buyer acknowledges that Seller may encumber the Property provided that the encumbrance contains a provision that the Property will be released free and clear of encumbrance at or before closing for an amount less than the Purchase Price.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.

- vi) there are no encroachments upon the Property.

- vii) there are no deed restrictions or covenants that affect or apply to the Property.

- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.

- x) To the best of Seller’s knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state “Superfund” or “Superlien” list.

- xi) the Property contains no burial ground, burial object or cemetery as

defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

The purchase of the Property is contingent upon the substantial accuracy of the Seller’s material representations and warranties.

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through and until 60 days from the execution of this Agreement, Buyer and Buyer’s engineers, surveyors, agents and representatives shall have the right to go on the Property to inspect, examine, and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the Property for Buyer’s intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages, and suits resulting from Buyer or Buyer’s agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period. The Buyer may cancel this Contract at any time during the Inspection Period by providing written notice to Seller and upon said notice Buyer shall be entitled to the return of any Earnest Money paid in accordance with terms of this Contract.

5. Objections to Title.

On or before March 29, 2024 Buyer shall deliver to Seller a statement of any objections to Seller’s title and Seller shall have a reasonable period of time, not to exceed fifteen (15) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections at least five (5) days prior to closing, Buyer may terminate this Agreement by providing written notice to Seller and Buyer may recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than thirty (30) days after the end of the Inspection Period, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable limited warranty deed.
- ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Attorney and/or Title Company, be in such form and content acceptable to Seller, Buyer and Buyer's Attorney and/or Title Company and contain without limitation the following information:
That:
 - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Buyer.
 - b) the Property is being conveyed unencumbered except for the Permitted Exceptions (listed in the title commitment or otherwise applicable to the Property), if any.
 - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have not been fully paid for, nor any contract entered into, nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) there are no parties in possession of the Property being conveyed other than Seller.
 - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
- iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is

not a “foreign person” as defined by the Internal Revenue Code.

iv) All other documents as may be reasonably required to be executed and delivered to complete this transaction as contemplated hereunder.

(c) Ad valorem taxes shall be prorated as of the date of closing.

(d) All closing costs involved in the purchase of the Property (other than attorney’s fees incurred by Seller), including, without limitation, any transfer tax, shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). All Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder all earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller’s sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

No Brokers are involved in this transaction. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the Property, including reasonable attorney’s fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing. The notice may be sent by registered or certified mail, postage pre-paid, or by documented overnight delivery by courier of choice. A courtesy copy of any notice may be sent by electronic mail (e-mail). The notice shall be delivered based on the information set forth below:

BUYER: City of Lawrenceville, Georgia
70 S Clayton St
P.O. Box 2200
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, City Manager

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Box 1250
690 Longleaf Drive
Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Email: fhartley@pkknlaw.com and lthompson@pkknlaw.com

SELLER: Jackson Electric Membership Corporation

Attn:

Email:

11. Miscellaneous.

(a) Interpretation. In this Agreement, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.

(b) Attorney’s Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this Contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitations reasonable attorney’s fees as determined by the court without a jury. As used herein, the term “prevailing party” shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

(c) Time of Essence. Buyer and Seller hereby agree that this Agreement was

entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Agreement shall be deemed to be severable from all other provisions.

(e) Inurement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Effective Date. The Effective Date of the Agreement shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

12. Modification of Contract.

No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

13. Entire Contract.

This Agreement constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

14. Mutual Drafting.

Each party has participated in the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. Survival of Contract.

This Agreement shall merge into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the Property shall not survive the closing.

16. Special Stipulations

(a) This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.

This Agreement is agreed to this
____ day of February, 2024.

This Agreement is agreed to this
____ day of February, 2024.

JACKSON ELECTRIC MEMBERSHIP CORP.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



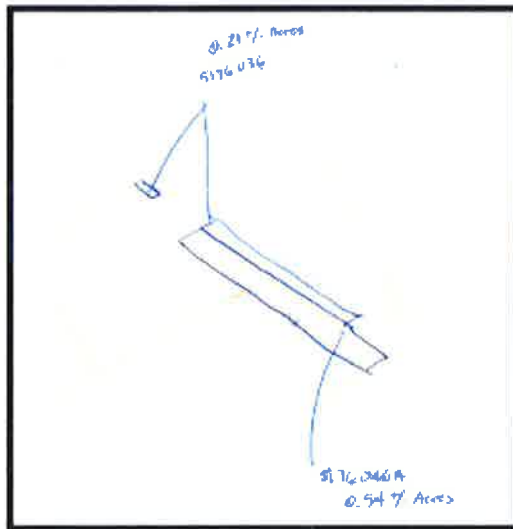
IDENTIFICATION OF SUBJECT PROPERTY

The property under appraisal and reported herein, consists of a tract measuring 0.21 acres along the west side of Lyle Circle north and south of Hurricane Shoals Road. The property is within the city limits of Lawrenceville. The tract is located in the 5th District, Land Lot 176, Gwinnett County, Georgia. A copy of the tax map with additional maps of the subject property are included in the addenda and shown below.

Aerial Map



Drawing



2023-1161.mjm

8

Thanks,

Jennifer

From: Chuck Warbington <chuck.warbington@lawrencevillega.org>

Sent: Friday, October 20, 2023 11:57 AM

To: Fennell, Jennifer <jfennell@jacksonemc.com>

Subject: *EXTERNAL* FW: Appraisal for Lyle Circle

IDENTIFICATION OF SUBJECT PROPERTY

The property under appraisal and reported herein, consists of a tract measuring 0.54 acres along the south side of Hurricane Shoals Road. The property is within the city limits of Lawrenceville. The tract is located in the 5th District, Land Lot 176, Gwinnett County, Georgia. A copy of the tax map with additional maps of the subject property are included in the addenda and shown below.

Aerial Map



Drawing

