



**City of Lilburn
City Council Meeting Agenda**

**March 12, 2018 at 7:30 p.m.
Lilburn City Hall, 340 Main St., Lilburn, GA 30047**

*Council Members:
Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2
Eddie Price, Post 3
Tim Dunn, Post 4*

- I. Executive Session**
- II. Call To Order**
- III. Roll Call**
- IV. Pledge To The Flag**
- V. Approval Of Agenda**
- VI. Announcements**

1. Gwinnett Bicentennial Torch Run

The Bicentennial Torch and Historical Display will be at Lilburn City Hall-Library March 21 – April 6. The city invites the public to come out and cheer for local high school runners as they carry the torch down Lawrenceville Highway.

Run schedule:

- March 12, 3 – 5 p.m. Berkmar and Meadowcreek High School runners will begin at the Lawrenceville Library and end at Lucky Shoals Park.
- March 21, 3 – 5 p.m. Parkview High School runners will begin at Lucky Shoals Park and end at the Wynne-Russell House, then Mayor Johnny Crist will run from the Wynne-Russell House to Lilburn City Hall-Library.

See the route and complete schedule at WWW.GWINNETT200.COM.

2. Lilburn Downtown Development Authority's Annual Easter Egg Hunt

March 24, 10 a.m. – 12 p.m.
Lilburn City Park

VII. Ceremonial Matter

VIII. Public Comment

IX. Approval Of Minutes

- 1. City Council Draft Minutes For February 12, 2018

Department: City Hall
Staff Recommendations: Motion to approve the City Council Draft Minutes and Executive Session Minutes for February 12, 2018.
Mayor's Signature Required: Yes

Documents:

[2_12_2018 - MINUTES.PDF](#)

X. Public Hearing

- 1. RZ-2018-01 From CB, Commercial Business To IA, Industrial Activity To Allow A Contractor's Office With Outside Storage On Approximately 0.78 Acres At 145 Arcado Road, Being Identified As Tax Parcel R6133 006.

ZONING HISTORY

The subject property was rezoned from M1 to C2 in 2006 in conjunction with SUP-05-06 for an office (auto broker) with accessory uses (emissions). The Special Use Permit (SUP-05-06) was approved with conditions, some of which are not in place at this time. The City's 2011 Zoning Resolution reclassified this property as CB (Commercial Business) and reduced buffer requirements between uses. The property has since been occupied by an appliance repair store with limited outdoor storage.

APPLICANT'S INTENT

The applicant intends to keep a single building measuring approximately 2,187 square feet, which has access and fronts on Arcado Road. The applicant is proposing a change in zoning to attract new businesses to rent the space that will need the rear yard for outside storage. For additional detail on the proposed intent, see applicant's letter of intent.

ANALYSIS OF REZONING REQUEST

The subject property has 175+ feet of road frontage on Arcado Road and 194 + feet of road frontage on Janet Court. The predominant uses along Arcado Road are commercial, industrial, and a mix of residential densities.

The proposed use of the property could also be allowed in the CB zoning district with a Special Use Permit. The property currently has an SUP and the proposed use could be allowed with a change in conditions.

Lilburn Police and Public Works anticipate no adverse impacts.

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

The use of the property as a contractor's office with outside storage is consistent with the area. With proposed conditions, the use is suitable. The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby property. The property has reasonable economic use. No excessive or burdensome use of existing streets, transportation facilities, utilities, or schools are foreseen. The request is in conformity with land use policy. Proposed conditions will enhance the property and give supporting grounds for approval of a Change in Conditions of the existing Special Use Permit. Residents in the surrounding area support the request.

Based upon the above considerations, Staff and Planning Commission recommends **DENIAL of rezoning to IA, but recommends APPROVAL of Change in Conditions** of the Special Use Permit (SUP-05-06) and LRZ-09-06 to accommodate the intent of the applicant as proposed. It is recommended that the conditions be amended and applied as attached in Exhibit A.

Should the Planning Commission or City Council vote to approve the rezoning, the conditions in Exhibit A are recommended.

Public Hearing (Y/N) Y
Department: Planning & Economic Development
Presenter: Joellen Wilson, City Planner
Staff Recommendations: Staff recommends a motion to approve Ordinance No. 2018-519 approving a change in zoning conditions in LRZ-09-06 and SUP-05-06.
Mayor's Signature Required: Yes

Documents:

[ITEM 1 - PH - AGENDA FORM - PUBLIC HEARING RZ-2018-01 145 ARCADO ROAD.PDF](#)
[ITEM 1 - PH - ATTACH 1 - EXHIBIT A.PDF](#)
[ITEM 1 - PH - ATTACH 2 - RZ-2018-01 APPLICATION.PDF](#)
[ITEM 1 - PH - ATTACH 3 - RZ-2018-01 STAFF REPORT AMENDED AFTER PC.PDF](#)
[ITEM 1 - PH - ATTACH 4 - 2018-02-22 PC MINUTES DRAFT.PDF](#)
[ITEM 1 - PH - ATTACH 5 - RZ-2018-01 LEGAL AD.PDF](#)
[ITEM 1 - PH - ATTACH 6 - ORDINANCE 2018-519 CIC.PDF](#)

XI. Agenda

1. Award Of Bid – #COL/GREENWAY - 2.15.2018

Staff seeks approval to award the above-referenced bid to Signature Bridge, Inc. in the amount of \$526,787.00 pertaining to the demolition and installation of approximately 1000 l.f. of PermaTrak pre-cast bridge system along the Camp Creek Greenway. All references have been checked and Signature Bridge, Inc. is qualified to provide the required work. Additionally, staff recommends as part of the motion, to include the award of bid to the next lowest responsible bidder (should the primary contractor default).

Staff recommends a motion to award bid # COL/GREENWAY – 2.15.2018 in the amount of \$ 526,787.00 to Signature Bridge, Inc. Additionally, should the lowest responsible bidder default, authorize the Mayor and/or City Manager to award and execute a contract to Site Engineering, Inc. in the amount of \$719,020.00. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.

Public Hearing (Y/N) N
Department: City Manager
Presenter: Bill Johnsa, City Manager
Staff: Please see recommendation above

Recommendations:

Department Head B. Johnsa
Approval:
Mayor's Signature Yes
Required:
Budgeted: Yes
Fund Name & Code: SPLOST
Current Balance: \$792,000
Requested Allocation: \$719,020
City Manager's Initials: BJ

Documents:

[ITEM 2 - AGENDA FORM BID CONTRACT AWARD.PDF](#)
[ITEM 2 - ATTACH 1 - BID TABULATION.PDF](#)

2. Amendment Of Alcohol Ordinance - Art Shop & Personal Service License (S) Ordinance

With the growing trend of Paint & Sip establishments allowing brown bagging, and personal service locations offering their customers with complimentary wine/beer, we believe that these changes to the alcohol ordinance would bring new business in to the city.

Proposed changes to the following sections:

Sec. 6-59 Definitions, Sec. 6-62 License; application form, Sec. 6-63 License; Criteria for issuance, Sec. 6-65 License; fee, Sec. 6-67 Same-Transferability, Sec. 6-76 Self-service prohibited, and Sec. 6-87.1 Beer and/or Wine Specialty Licenses.

Department: City Clerk
Presenter: Melissa Penate, City Clerk
Staff
Recommendations: Staff recommends the adoption of Ordinance # 2018-520,
allowing for an Art Shop and Personal Service License.
Department Head B. Johnsa
Approval:
Mayor's Signature Yes, No
Required:

Documents:

[ITEM 3 - AGENDA FORM - ART SHOP AND PERSONAL SERVICE LICENSE.PDF](#)
[ITEM 3 - ATTACH 1 - ORD 2017-520 ABO.PDF](#)

3. New Location For An Alcohol License – Surani Brothers Corporation - 732 Harbins Road, Ste. C – Beer & Wine

The Licensing & Revenue Manager received a new alcohol application for beer and wine from Surani Brothers Corporation, located at 732 Harbins Road, Ste. C. The location meets all zoning requirements. It is a new construction and has never held an alcohol license.

Staff recommends the license be effective immediately upon approval of the city council and contingent upon receiving an occupational tax certificate.

Department: City Clerk
Presenter: Melissa Penate, City Clerk
Staff
Recommendations: Motion to approve Surani Brothers Corporation at 732 Harbins Road, Ste. C for an alcohol license for beer & wine, contingent upon receiving an occupational tax certificate.”
Department Head B. Johnsa
Approval:

Documents:

ITEM 4 - AGENDA FORM - NEW LOCATION ALCOHOL 732 HARBINS RD.PDF
ITEM 4 - ATTACH 1 - APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE.PDF

4. Transportation Enhancement (TE) Grant – P.I. # 0010638/Killian Hill To Postal Way

Staff seeks approval for the authorization to proceed with the above-referenced project. The project consists of a multi-use path and pedestrian bridge along Hwy. 29/SR8 from Killian Hill Road to Postal Way. This is a joint TE project with the Lilburn CID with the City of Lilburn being the sponsor on the project. The City has met the grant match requirements.

Staff recommends the following: “Motion to approve agreement for Transportation Enhancement Activities between the State Department of Transportation and the City of Lilburn. Subject project consists of a multi-use path and pedestrian bridge from Killian Hill Road to Postal Way. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.”

Department: City Manager
Presenter: Bill Johnsa, City Manager
Staff
Recommendations: Motion to approve agreement for Transportation Enhancement Activities between the State Department of Transportation and the City of Lilburn. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.
Department Head B. Johnsa
Approval:
Mayor's Signature Required: Yes
Budgeted: Yes
Fund Name & Code: SPLOST
Current Balance: \$792,000
Requested Allocation: TBD
City Manager's Initials: BJ

Documents:

ITEM 5 - AGENDA FORM TE GRANT AGREEMENT - POSTAL WAY TO KILLIAN HILL.PDF
ITEM 5 - ATTACH 1 - TE GRANT COVER LETTER POSTAL WAY ETC .PDF

ITEM 5 - ATTACH 2 - TE GRANT AGREEMENT .PDF

5. Sole Source Purchase – PermaTrak North America (Greenway Bridge Replacement)

As part of the Camp Creek Greenway bridge replacement, staff seeks approval for the purchase of PermaTrak bridge components (as specified per plans) in the amount of \$395,658.00. The City Purchasing guidelines account for these types of purchases of proprietary nature. Only Known Source (Sole Source) Purchases are purchases of goods and services that are “so unusual or unique that only one vendor is known to provide this item”. The PermaTrak system is proprietary and falls within our purchasing guidelines as referenced above. Additionally, direct purchase eliminates contractor mark-up; therefore, providing additional savings to the citizens of Lilburn.

Staff recommends a motion to approve sole source purchase to PermaTrak North America in the amount of \$395,658.00. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.

Public Hearing (Y/N) N
Department: City Manager
Presenter: Bill Johnsa, City Manager
Staff Recommendations: Motion to approve sole source purchase to PermaTrak North America in the amount of \$395,658.00, and authorizing the Mayor and/or City Manager to execute all documents.
Department Head Approval: B. Johnson
Mayor's Signature Required: Yes
Budgeted: Yes
Fund Name & Code: SPLOST
Current Balance: \$662,000
Requested Allocation: \$395,658
City Manager's Initials: BJ

Documents:

ITEM 6 - AGENDA FORM PERMATRAK SOLE SOURCE PURCHASE.PDF
ITEM 6 - ATTACH 1 - SOLE SOURCE PURCHASING.PDF
ITEM 6 - ATTACH 2 - FULLY EXECUTED CONTRACT - CAMP CREEK - 2-28-2018.PDF

6. City Appointment – Lilburn Community Improvement District

The City has been notified by Lilburn CID appointee (Norman Nash), that he will be resigning as the City's representative on the CID Board. Therefore, it is recommended that Eddie Price fill the vacancy as the City's representative.

Department: City Manager
Presenter: Bill Johnsa, City Manager
Staff Recommendations: Motion to appoint Eddie Price as City of Lilburn representative to the Lilburn Community Improvement District filling the vacancy of Norman Nash. Appointment to become effective immediately upon vacancy.
Department Head BJ

Approval:

Mayor's Signature Yes

Required:

Documents:

ITEM 7 - AGENDA FORM CID APPOINTMENT.PDF

ITEM 7 - ATTACH 1 - NORMAN NASH LETTER OF RESIGNATION.PDF

XII. Adjournment

As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. Doug Stacks, 340 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 13.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to Doug Stacks, 340 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.



**City of Lilburn
City Council Meeting Minutes**

DRAFT

**February 12, 2018 at 7:30 p.m.
Lilburn City Hall, 340 Main St., Lilburn, GA 30047**

*Council Members:
Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2
Eddie Price, Post 3
Tim Dunn, Post 4*

A work session was held prior to the regular scheduled meeting, at 6:30 p.m., to allow the elected officials to discuss this evening's agenda items. No other items were discussed and no actions were taken.

2/12/2018 - Minutes

I. Call To Order

Mayor Crist called the meeting to order at 7:30 p.m.

II. Roll Call

Present: Mayor Crist, Council members Dunn, Price, Batterton, and Burchik, City Manager Johnsa, Department Heads, City Attorney, and City Clerk Penate.

III. Pledge To The Flag

Led by Mayor Crist.

IV. Approval Of Agenda

A motion to approve the February 12, 2018 agenda, with no additions, was made by Council member Burchik, seconded by Council member price.

Motion passed with a 4-0 vote.

V. Announcements

None.

VI. Ceremonial Matter

1. Diana Preston Proclamation

Mayor Crist presented Diana Preston with a Diana Preston Day proclamation recognizing all the service that she has given to the City of Lilburn.

City Manager Bill Johnsa presented Mrs. Diana Preston with a glass lily with the inscription.....

2. Swearing In Of Municipal Court Judges For 2018
Mayor Crist swore in Chief Judge Barrett, and Associate Judges Carla Brown.....etc.

VII. Public Comment

None.

VIII. Approval Of Minutes

1. City Council Draft Minutes And Executive Session Minutes For January 8, 2018

A motion to approve the City Council draft Minutes from January 8, 2018, was made by Council member Price, seconded by Council member Burchik.

Motion passed with a 4-0 vote.

A motion to approve the Executive Session Minutes from the January 8, 2018 meeting, was made by Council member Dunn, seconded by Council member Batterton.

Motion passed with a 4-0 vote.

IX. Public Hearing

1. Public Hearing - RZ-2017-02 From CB, Commercial Business To IA, Industrial Activity To Allow An 351,310 Square Foot Office/Distribution Facility Approximately 35.89 Acres Of Property At 550 Indian Trail Road, Being Identified As Tax Parcels R6148 033 & R6159 061.

Planning & Economic Director Doug Stacks presented RZ-2017-02. The subject property has been commercially zoned for years and industrially used as the Jackson Creek sewage treatment facility since the 1975. The site is currently unused with vacant buildings and structures throughout. The applicant intends to construct a single building measuring 351,310 square feet. The applicant is proposing an attractive building with high-quality architectural features surrounded by professional landscaping.

The subject property has 1300+ feet of road frontage and is located approximately 3 miles from I-85. The predominant uses along Indian Trail Road are commercial, industrial, and high density residential past the site to beyond Lawrenceville Highway. Similar buildings in the area employ 150-250 people (depending on use).

According to the Zoning Ordinance 405-1 Purpose and intent. The purpose of the IA district is twofold: to provide suitable areas for service-oriented business, and industrial operations and processes integrated with office and/or showroom uses, and related ancillary retail and service activities, with a minimum of interference from traffic and conflicting uses; and to provide and protect areas for processing, fabricating, manufacturing, warehousing, and research industrial uses which do not create noise, odor, smoke, vibration, dust or other emissions and which do not possess other objectionable characteristics that might be detrimental to surrounding neighborhoods or other uses permitted in the district.

The preliminary grading plan actually achieves this purpose by lowering the site significantly along the northern and northeastern property lines. Much of the property will be left undisturbed due to stream buffers as well. Limited number of curb cuts also helps achieve the purpose and intent of the zoning district.

Mayor Crist opened the public hearing for those in favor.

- Demetrius Galfas - 629 Brandlwood Way - He believes that it is a good idea to have a business that is lucrative for the city. Lilburn is a community that is walkable and his concern is the 18 wheelers coming and going in the area that can cause a safety issue to pedestrians.

Mayor Crist opened the public hearing for those in opposition. Hearing none, the public hearing is closed.

Having no further comment, Mayor Crist closes the public hear and asks for a motion to approve Ordinance 2018-518, approving RZ-2017-02, with the following conditions:

1. Building construction as proposed shall be allowed in general accordance with the applicant's rendering. Final architectural approval by the Planning Director require.
2. Buffer grading encroachment shall be allowed in general accordance with the applicant's replanting plans. Final approval by the Planning Director required.
3. No more than 2 curb cuts on Indian Trail Road shall be allowed.
4. Applicant/Developer shall install a minimum 5-foot sidewalk along the right-of-way of Indian Trail Lilburn Road.
5. Applicant/Developer shall install street trees along the Indian Trail Lilburn Road frontage planted a minimum of 40-feet on center. Street trees shall be a minimum of 3-inch caliper (dbh) at the time of planting.
6. Applicant/Developer shall install landscape on Indian Trail Road to be at buffer standard.

Motion to approve Ordinanace #2018-518, with conditions and the addition of number 6, was made by Council member Dunn, seconded by Council member Price.

Council member Dunn asked Doug Stacks if in fact there are no exits or curb cuts onto Hwy. 29. His response was correct. He would like the Director of Planning & Economic Development to approve the buffer and frontage plan before proceeding.

Motion passed with a 4-0 vote

X. Agenda

1. Award Of Bid – COL/HILLCREST – 1.25-2018 - CDBG Sidewalk Safety Project

City Manager, Bill Jonsa, said that the City opened bids on January 29, 2018 for the construction of sidewalks along Hillcrest Road, between Indian Trail and Burns Road(s). This project is 100% funded by the Community Development Block Grant and will provide a safety and mobility enhancement along Hillcrest Road.

Nine (9) bids received, with the low bidder being Excellere Construction, LLC. After reviewing the bid tabulations and checking references, staff recommends that bid #COL/Hillcrest - 1.25.2018 be awarded to: Excellere Construction, LLC. in the amount of \$155,800.00.

A motion to approve the award bid of COL/HILLCREST - 1.25.2018 to Excellere Construction, LLC. in the amount of \$155,800, was made by Council member Price, seconded by Council member Batterton.

Motion passed with a 4-0 vote.

XI. Adjournment

There being no further business, Council member Dunn made a motion to adjourned at 8:04 p.m., seconded by Council member Burchik.

Motion passed with a 4-0 vote.

1. Please Join Us For Light Refreshments And Snacks After The Council Meeting In Honor Of Diana Preston

Approved this _____ day of _____, 2018.

Johnny D. Crist, Mayor

ATTEST:

Melissa L. Penate, City Clerk

CITY OF LILBURN
ITEM 1
PUBLIC HEARING

Date:	February 28, 2018	To:	Mayor and Council
From:	Doug Stacks	Department:	Planning & Econ Dev't
Work Session Date:	March 12, 2018	Presenter:	Joellen Wilson
Agenda Title:	RZ-2018-01 from CB, Commercial Business to IA, Industrial Activity to allow a Contractor's Office with Outside Storage on approximately 0.78 Acres at 145 Arcado Road, being identified as Tax Parcel R6133 006.		
Audio/Visual Req'ts:	n/a	Meeting Date:	March 12, 2018

Agenda Item (Background/History/Details):
<p>ZONING HISTORY</p> <p>The subject property was rezoned from M1 to C2 in 2006 in conjunction with SUP-05-06 for an office (auto broker) with accessory uses (emissions). The Special Use Permit (SUP-05-06) was approved with conditions, some of which are not in place at this time. The City's 2011 Zoning Resolution reclassified this property as CB (Commercial Business) and reduced buffer requirements between uses. The property has since been occupied by an appliance repair store with limited outdoor storage.</p> <p>APPLICANT'S INTENT</p> <p>The applicant intends to keep a single building measuring approximately 2,187 square feet, which has access and fronts on Arcado Road. The applicant is proposing a change in zoning to attract new businesses to rent the space that will need the rear yard for outside storage. For additional detail on the proposed intent, see applicant's letter of intent.</p> <p>ANALYSIS OF REZONING REQUEST</p> <p>The subject property has 175+ feet of road frontage on Arcado Road and 194 + feet of road frontage on Janet Court. The predominant uses along Arcado Road are commercial, industrial, and a mix of residential densities.</p> <p>The proposed use of the property could also be allowed in the CB zoning district with a Special Use Permit. The property currently has an SUP and the proposed use could be allowed with a change in conditions.</p> <p>Lilburn Police and Public Works anticipate no adverse impacts.</p> <p>STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER</p> <p><i>The use of the property as a contractor's office with outside storage is consistent with the area. With proposed conditions, the use is suitable. The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby property. The property has reasonable economic use. No excessive or burdensome use of existing streets, transportation facilities, utilities, or schools are foreseen. The request is in conformity with land use policy. Proposed conditions will enhance the property and give supporting grounds for approval of a Change in Conditions of the existing Special Use Permit. Residents in the surrounding area support the request.</i></p> <p>Based upon the above considerations, Staff and Planning Commission recommends DENIAL of rezoning to IA, but recommends APPROVAL of Change in Conditions of the Special Use Permit</p>

(SUP-05-06) and LRZ-09-06 to accommodate the intent of the applicant as proposed. It is recommended that the conditions be amended and applied as attached in Exhibit A.

Should the Planning Commission or City Council vote to approve the rezoning, the conditions in Exhibit A are recommended.

Staff Recommendation:

Staff recommends a motion to approve Ordinance No. 2018-519 approving a change in zoning conditions in LRZ-09-06 and SUP-05-06.

Department Head Approval:

Mayor's Signature Required:

YES

NO

List Attachments:

1. Exhibit A
2. Application
3. Staff Analysis
4. Planning Commission minutes
5. Legal Ad
6. Ordinance #2018-519

“EXHIBIT A”

CHANGE IN CONDITIONS of SUP-05-06 and LRZ-09-06 for property located at 145 Arcado Road, District 6, Land Lot 133, Parcel 006, property as a whole containing 0.78 acres.

- (1) Architectural renderings for any buildings, additions and/or renovation shall be prepared and submitted to the building official, or the building official’s designated representative, and approved prior to issuance of ~~land disturbance~~ permits.
- (2) If renovated for automotive service/repair use, the building shall be renovated to bring it into compliance with all applicable codes and regulations for commercial such use.
- ~~(3) If a fence is installed, including any kind of security restraints, it shall be a four (4) foot high wrought iron or aluminum fence which represents a wrought iron look, painted black, on the sides facing Arcado Road and Janet Court. The balance of the property shall be fenced with either the same material or black chain link fence.~~
- (3) Outdoor storage shall be screened with a 6’ opaque privacy fence. The fence shall be located inside the 10-foot landscape strip along Janet Court and shall surround all outdoor storage. If gravel surface is proposed, the site shall comply with Director’s conditional approval of gravel parking/storage lot, sanitary sewer and stormwater regulations. No vehicular access shall be allowed on Janet Court.
- ~~(4) Landscaping shall be installed along Arcado Road and Janet Court to include a minimum of one (1) 4” caliper hardwood tree and one (1) shrub for every 25 feet of road frontage, placement of such plantings to be approved by the city planner.~~
- (4) Landscaping shall be installed along road frontages in accordance with the City’s Landscape Ordinance. If outdoor storage is proposed, supplemental evergreen screening shall be required to screen storage area along the Janet Court frontage.
- ~~(5) A staggered double row of minimum 6 foot tall Leyland Cypress trees shall be installed on 10 foot centers along the rear of the parking lot between the 75 foot buffer and the end of the parking lot.~~
- (5) If outdoor storage is proposed, a supplemental vegetated screen consisting of a staggered double row of minimum 6-foot tall Leyland Cypress trees shall be installed on 10-foot centers along and outside the limits of the zoning buffer.
- (6) Any proposed alarm system shall be silent system.
- (7) No public address system shall be permitted.
- (8) ~~No outdoor storage shall be permitted.~~ Outdoor storage may be allowed subject to conditions 3, 4 & 5 above.
- (9) Lighting shall be cut-off luminaries to define the area, and shall be hooded or directed away from adjacent residential uses.
- (10) Maximum 25 cars on the lot at any one time.
- (11) No vehicle repair on the premises.
- (12) ~~No transfer trucks allowed on the premises.~~ No semi-tractor or semi-trailer parking. Vehicles parked on-site shall be associated with the business occupying the site.

No washing of ~~cars~~ vehicles shall be allowed on the premises.



Rezoning Application

An application to amend the official zoning map of the City of Lilburn, Georgia

CASE NUMBER: RZ-2018-01

Date Received: 1-10-18

Please type or print using BLACK ink

Applicant: <u>DIMITRIOS NIKOLAKIS</u>	Property Owner: <u>DIMITRIOS NIKOLAKIS</u>
Address: <u>4748 ST. MORITZ DR.</u>	Address: <u>4748 ST. MORITZ DR.</u>
City, State & Zip: <u>LILBURN GA 30047</u>	City, State & Zip: <u>LILBURN GA 30047</u>
Contact Person: <u>DIMITRIOS NIKOLAKIS</u>	Owner Contact:
Business Phone:	Business Phone:
Email:	Email:
Cell Phone: <u>404-663-0033</u>	Cell Phone: <u>404-663-0033</u>

APPLICANT IS THE Owner's Agent Property Owner Contract Purchaser

PROPERTY ADDRESS: 145 ARCADO RD., LILBURN GA 30047

LAND DISTRICT: 6 LAND LOT(S): 133 PARCEL(S): 006 ACRE(S): .77

CURRENT ZONING: CB PROPOSED ZONING DISTRICT(S): IA

PROPOSED DEVELOPMENT: OFFICE WITH OUTSIDE STORAGE

RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
Number of Lots/Dwelling Units	Number of Buildings/Lots: <u>1 EXISTING</u>
Dwelling Unit Size (sq.ft.):	Total Gross Square Feet: <u>2500 +/-</u>

Has Applicant filed or intend to file, any other variance, rezoning or waiver applications? YES NO

If YES, describe: _____

Please attach all REQUIRED documents. Refer to Rezoning, SUP and CIC Instructions for deadlines, fees and hearing schedule.

- STANDARDS GOVERNING EXERCISE OF THE ZONING POWER (attached)
- CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS (attached)
- APPLICANT/PROPERTY OWNER NOTARIZED CERTIFICATIONS (attached)
- TYPED LEGAL DESCRIPTION OF PROPERTY
- TYPED LETTER OF INTENT
- SITE PLAN/ BOUNDARY SURVEY – 1 full size (to scale) copy and 5 reductions (8.5" x 11") or electronic file
- LIST OF ADJOINING PROPERTY OWNERS – names and mailing addresses

City of Lilburn Planning and Economic Development Department (770) 638-2198 • Fax (770) 921-8854
 340 Main St. • Lilburn, Georgia 30047 • www.CityofLilburn.com

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lots 133 of the 6th District, Gwinnett County, Georgia and being more particularly described as follows:

BEGIN at the intersection of the southerly right-of-way of Janet Court (50-foot r/w) and the westerly right-of-way of Arcado Road (r/w varies), said point being the POINT OF BEGINNING; thence continue along the right-of-way of Arcado Road along the arc of a curve to the left, said arc having a radius of 1079.45 feet and an arc length of 172.90 feet, being subtended by a chord bearing South 32 degrees 43 minutes 17 seconds East a distance of 172.71 feet to a point marked by an iron pin set; thence South 75 degrees 39 minutes 39 seconds West a distance of 228.67 feet to a point marked by a rebar found; thence North 23 degrees 17 minutes 55 seconds West a distance of 156.56 feet to a point on the southerly right-of-way of Janet Court marked by an iron pin set; thence North 72 degrees 59 minutes 36 seconds East a distance of 198.80 feet to a point being the POINT OF BEGINNING.

Said tract totals 0.776 acres according to a Boundary Survey for Dimitrios Nikolakis & Asimina Nikolakis, prepared by Alcovy Surveying and Engineering, Inc., dated 3/20/12.

Letter of Intent

Zoning Change

145 Arcado Road NW Lilburn, GA 30047

Property owner is requesting a zoning change from C2 to Industrial in order to attract new business to rent the property. Multiple surrounding properties are already zoned Industrial, so there should be no adverse impacts to the surrounding properties. The proposed use of the property is for an office/retail/contractor space with outside storage. This is consistent with other businesses in the immediate area. More potential renters are attracted when use of the outdoor storage space is permitted. The current zonings of adjacent properties are similar to the new requested zoning.

Your consideration is greatly appreciated!

Dimitrios Nikolakis
(404) 663-0033

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to Section 1702 of the 1985 Zoning Resolution, the Mayor and Council of the City of Lilburn find that the following standards are relevant in balancing interest in promoting the public health, safety, unrestricted use of property and shall govern the exercise of the zoning power.

- (A) Whether a proposed rezoning (or Special Use Permit) will permit a use that is suitable in view of the use and development of adjacent and nearby property:

CONTRACTORS OFFICE WITH OUTSIDE STORAGE
IS CONSISTENT WITH THE AREA

- (B) Whether a proposed rezoning (or Special Use Permit) will adversely affect the existing use or usability of adjacent or nearby property:

NO ADVERSE IMPACTS ARE FORESEEN.

- (C) Whether the property to be affected by a proposed rezoning (or Special Use Permit) has a reasonable economic use as currently zoned:

WHEN OUTSIDE STORAGE IS PERMITTED, USE OF THE
PROPERTY IS INCREASED.

- (D) Whether the proposed rezoning (or Special Use Permit) will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:

NONE

- (E) Whether the proposed rezoning (or Special Use Permit) is in conformity with the policy and intent of the Land Use Plan:

IT IS IN CONFORMITY WITH LAND USE POLICY.

- (F) 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 proposed rezoning (or Special Use Permit):

CONDITIONS IN THE SURROUNDING AREA SUPPORT
THE REQUEST.

LEGEND

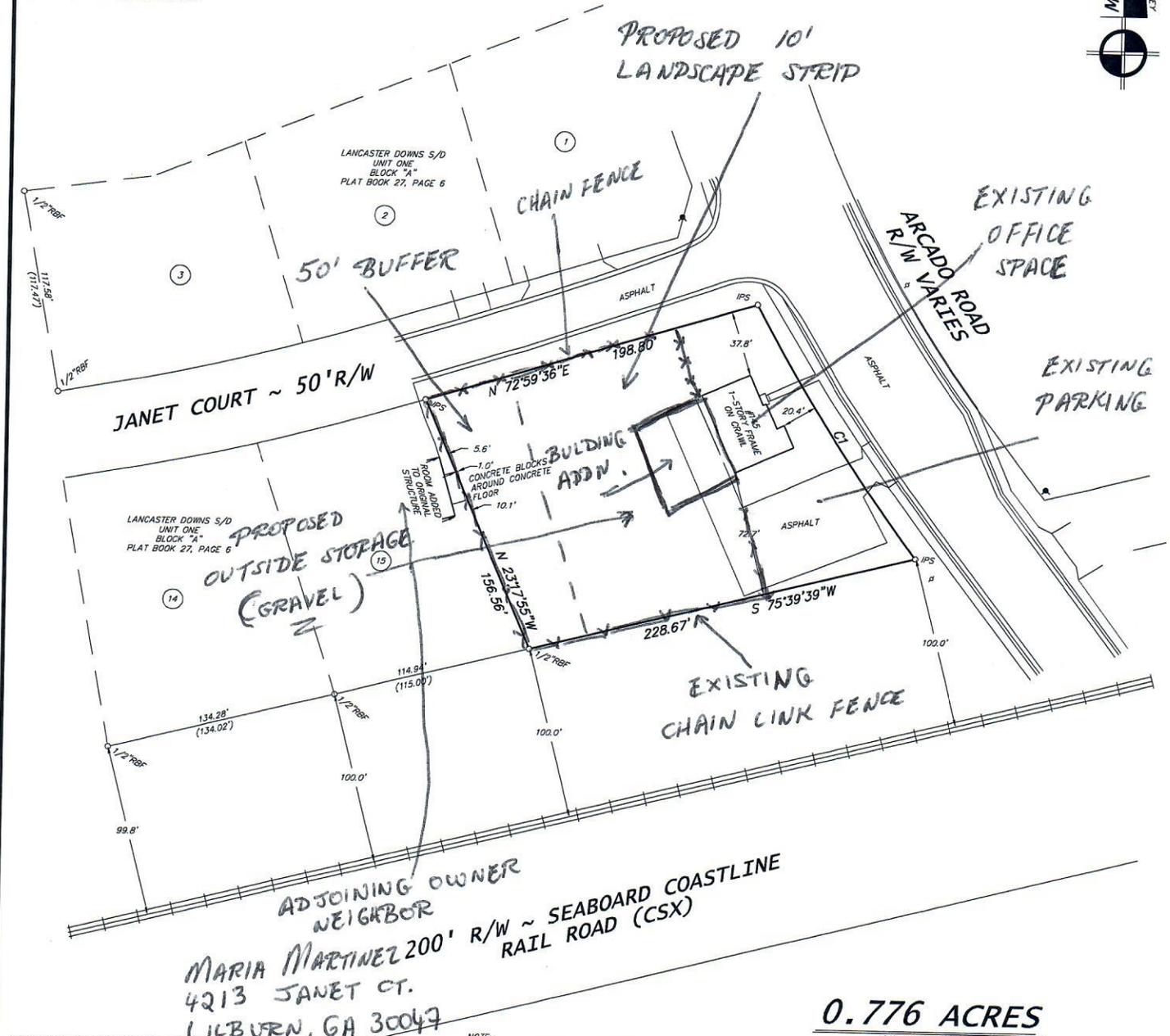
- I.P.F. = IRON PIN FOUND
- I.P.S. = IRON PIN SET (1/2" RE-BAR)
- R.B.F. = RE-BAR FOUND
- R.B.S. = RE-BAR SET
- O.T. = OPEN TOP
- C.T. = CRIMPED TOP
- R/W = RIGHT OF WAY
- P.L. = PROPERTY LINE
- C.L. = CENTER LINE
- B.L. = BUILDING LINE
- L.L. = LAND LOT
- L.L.L. = LAND LOT LINE
- G.M.D. = GEORGIA MILITIA DISTRICT
- P. = POWER POLE
- P- = POWER LINE
- X- = FENCE LINE
- R. = RADIUS
- CH. = CHORD
- TAN. = TANGENT
- N/O/F. = NOW OR FORMERLY
- D.B. = DEED BOOK
- P.B. = PLAT BOOK
- P.C. = PAGE
- D.E. = DRAINAGE EASEMENT
- S.E. = SEWER EASEMENT
- F.H. = FIRE HYDRANT
- M.H. = MANHOLE
- C.B. = CATCH BASIN
- 999.0 F. = EXISTING SPOT ELEVATION
- 999.0 P. = FINISHED SPOT ELEVATION
- 999.0 P. = PROPOSED SPOT ELEVATION
- F.F.E. = FINISHED FLOOR ELEVATION
- F.F.E. = DIRECTION OF SURFACE DRAINAGE
- (DISTANCE) = PLAT OR DEED DISTANCE

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.R.M. NO. 13135CD114F DATED 9/29/2006

Curve	Radius	Length	Chord	Chord Bear.
C1	1079.45'	172.90'	172.71'	S 32°43'17" E

EXISTING ZONING: CB, COMMERCIAL BUSINESS
 PROPOSED ZONING: IA, INDUSTRIAL ACTIVITY

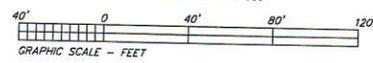
BASED UPON COMPASS BEARING ON DATE OF SURVEY



ADJOINING OWNER NEIGHBOR
 MARIA MARTINEZ 200' R/W ~ SEABOARD COASTLINE RAIL ROAD (CSX)
 4213 JANET CT.
 LILBURN, GA 30047

0.776 ACRES

145 ARCADO ROAD
 TAX PARCEL NO. 6133 006



A TOPCON 225 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 64,309 FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 144,826 FEET.

THIS PLAT AND THE SURVEY IT WAS PREPARED BY ARE IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

NOTE: THIS PLAT REPRESENTS A SURVEY OF EXISTING GWINNETT COUNTY TAX PARCEL 6133 006 AND DOES NOT REQUIRE APPROVAL FOR RECORDING FROM THE MUNICIPAL, OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY, PURSUANT TO O.C.G.A. 15-6-67(D).



BOUNDARY SURVEY FOR: **DIMITRIOS NIKOLAKIS & ASIMINA NIKOLAKIS**
 IN THE CITY OF LILBURN

FIELD WORK DATE: 3/16/12 DATE OF PLAT PREPARATION: 3/20/12

LAND LOT(S) 133 6th DISTRICT GWINNETT COUNTY, GEORGIA

ALCOVY SURVEYING AND ENGINEERING, INC. SCALE: 1" = 40'

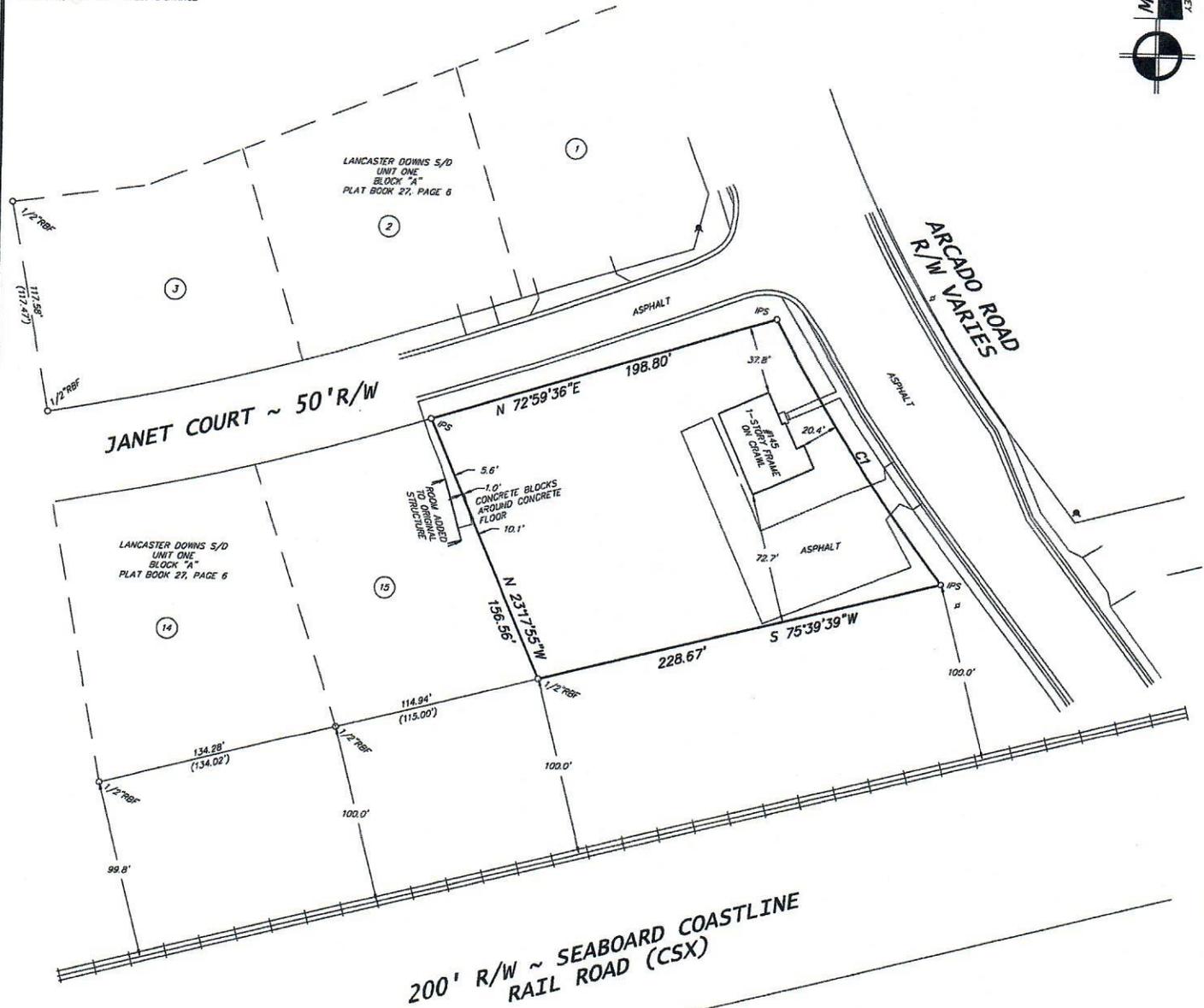
2205 HWY. 81 S., LOGANVILLE, GA. 30052 Phone 770-466-4002 - LSF #000759 JOB NO. 12-018

LEGEND

- I.P.F. = IRON PIN FOUND
 - I.P.S. = IRON PIN SET (1/2" RE-BAR)
 - R.B.F. = RE-BAR FOUND
 - R.B.S. = RE-BAR SET
 - O.T. = OPEN TOP
 - C.T. = CORNER TOP
 - R/W = RIGHT OF WAY
 - P.L. = PROPERTY LINE
 - C.L. = CENTER LINE
 - B.L. = BUILDING LINE
 - L.L. = LAND LOT
 - L.L.L. = LAND LOT LINE
 - G.M.D. = GEORGIA MILITIA DISTRICT
 - J.P. = JUNCTION POINT
 - P- = POWER LINE
 - X- = FENCE LINE
 - R. = RADIUS
 - C.H. = CHORD
 - TAN. = TANGENT
 - N/F. = NOW OR FORMERLY
 - D.B. = DEED BOOK
 - P.B. = PLAT BOOK
 - P.G. = PAGE
 - D.E. = DRAINAGE EASEMENT
 - S.E. = SEWER EASEMENT
 - M.H. = MANHOLE
 - C.B. = CATCH BASIN
 - 999.0 E. = EXISTING SPOT ELEVATION
 - 999.0 F. = FINISHED SPOT ELEVATION
 - 999.0 P. = PROPOSED SPOT ELEVATION
 - F.F.E. = FINISHED FLOOR ELEVATION
 - = DIRECTION OF SURFACE DRAINAGE
- (DISTANCE) = PLAT OR DEED DISTANCE

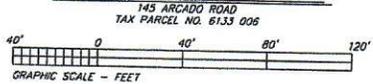
NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO THE F.I.R.M. NO. 1313500114F DATED 9/29/2006

Curve	Radius	Length	Chord	Chord Bear.
C1	1079.45'	172.90'	172.71'	S 32°43'17" E



200' R/W ~ SEABOARD COASTLINE RAIL ROAD (CSX)

0.776 ACRES



A TOPCON 225 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 64,308 FEET AND AN ANGULAR ERROR OF 0.3" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 144,826 FEET.

NOTE: THIS PLAT REPRESENTS A SURVEY OF EXISTING GWINNETT COUNTY TAX PARCEL 6133 006 AND DOES NOT REQUIRE APPROVAL FOR RECORDING FROM THE MUNICIPAL OR COUNTY PLANNING COMMISSION OR GOVERNING AUTHORITY, PURSUANT TO O.C.G.A. 15-6-67(D).

THIS PLAT AND THE SURVEY IT WAS PREPARED BY ARE IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.



BOUNDARY SURVEY FOR: **DIMITRIOS NIKOLAKIS & ASIMINA NIKOLAKIS**
IN THE CITY OF LILBURN

FIELD WORK DATE: 3/16/12 DATE OF PLAT PREPARATION: 3/20/12

LAND LOT(S) 133 6th DISTRICT GWINNETT COUNTY, GEORGIA

ALCOVY SURVEYING AND ENGINEERING, INC. SCALE: 1" = 40'

2205 HWY. 81 S., LOGANVILLE, GA. 30052 Phone 770-466-4002 - LSF #000759 JOB NO. 12-018

SECTION 36-37A-4: PENALTIES

Any local government official knowingly failing to make a disclosure required by Code Section 36-85-2 shall be guilty of a misdemeanor. Any applicant for rezoning action knowingly failing to make any disclosures as required by Code Section 36-83-3 shall be guilty of a misdemeanor. (Code 1981, Section 36-67A-4, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

D. Nikolakis
 Signature of Applicant/Applicant's Attorney or Representative

1-8-18
 Date

DIMITRIOS NIKOLAKIS
 Type or Print Name

OWNER
 Title

[Signature]
 Notary Public

1/8/18
 Date

(Seal)



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND/OR GIFTS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions or gifts of an aggregate value that is \$250.00 or more to the Mayor and Council Members or a member of the Lilburn Planning Commission? YES NO. If the answer is YES, please complete the following section:

NAME OF OFFICIAL	CONTRIBUTION/GIFT	DESCRIPTION	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

APPLICANT CERTIFICATION

The undersigned below is authorized to make this application and is aware that no application or reapplication affecting the same property shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

D. Nikolakis
Signature of Applicant

1-8-18
Date

DIMITRIOS NIKOLAKIS
Type or Print Name

OWNER
Title

[Signature]
Notary Public


1/8/18
Date

(Seal)

PROPERTY OWNER CERTIFICATION

The undersigned below, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied by the Mayor and Council, no application or reapplication affecting the same land shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

D. Nikolakis
Signature of Owner

1-8-18
Date

DIMITRIOS NIKOLAKIS
Type or Print Name

OWNER
Title

[Signature]
Notary Public


1/8/18
Date

(Seal)

ADMINISTRATIVE USE ONLY

CASE NUMBER: RZ-2018-01 DATE COMPLETE: 1/10/18 RECEIVED BY: KE
APPLICATION FEE: \$500.00 PAID BY/RECEIPT#: check #: 1328 HEARING DATES: PC 2/22/18 CC 3/12/18



Small town. Big difference.

**Staff Report & Recommendation
Rezoning Case RZ-2018-01
Date of Report: February 22, 2017
Report By: DStacks/JWilson**

Hearing Dates:

**Planning Commission February 22, 2018
Mayor and Council March 12, 2018**

GENERAL INFORMATION

Applicant/Owner: Dimitrios Nikolakis
Size: 0.78± acres
Location: 145 Arcado Road
Existing Zoning: CB, Commercial Business
Proposed Zoning: IA, Industrial Activity
Proposed Use: Office with outdoor storage

EXISTING LAND USES & ZONING DISTRICTS

To the East:	Industrial Activity, Commercial	IA/CB
To the West:	Residential	R-2
To the South:	CSX RR/Industrial Activity	IA
To the North:	Residential, Industrial	R-2/IA

ZONING HISTORY

The subject property was rezoned from Industrial M1 to Commercial C2 in 2006 in conjunction with SUP-05-06 for an office (auto broker) with accessory uses (emissions). The Special Use Permit (SUP-05-06) was approved with conditions, some of which are not in place at this time. The City's 2011 Zoning Resolution reclassified this property as CB (Commercial Business) and reduced buffer requirements between uses. The property has since been occupied by an appliance repair store with limited outdoor storage.

APPLICANT'S INTENT

The applicant intends to keep a single building measuring approximately 2,187 square feet, which has access and fronts on Arcado Road. The applicant is proposing a change in zoning to attract new businesses to rent the space. For additional detail see applicant's letter of intent.

ANALYSIS OF REZONING REQUEST

The subject property has 175+ feet of road frontage on Arcado Road and 194 + feet of road frontage on Janet Court. The predominant uses along Arcado Road are commercial, industrial, and a mix of residential densities.

According to the Zoning Ordinance, *405-1 Purpose and intent*, the purpose of the IA district is twofold: *to provide suitable areas for service-oriented business, and industrial operations and processes integrated with office and/or showroom uses, and related ancillary retail and service activities, with a minimum of interference from traffic and conflicting uses; and to provide and protect areas for processing, fabricating, manufacturing, warehousing, and research industrial uses which do not create noise, odor, smoke, vibration, dust or other emissions and which do not possess other objectionable characteristics that might be detrimental to surrounding neighborhoods or other uses permitted in the district.*

The Industrial Activity zoning district also permits Outdoor Storage, and provides for conditional gravel storage lots and parking:

Light Outdoor Storage includes building material and other outdoor storage yards, other than junk yards, subject to the following conditions:

- 1. They shall not be located within the required front yard.*
- 2. They shall be screened by a solid fence a minimum of eight feet in height.*

Sec. 811.1:

In the IA district, parking and storage lots may be on contained gravel surfaces. Containment shall retain the gravel so it is restrained from moving into sidewalks, streets, and other public areas.

Lilburn Police and Public Works anticipate no adverse impacts.

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

As part of the rezoning process, the Applicant; the Planning Staff, Planning Commission, and the Mayor and City Council of the City of Lilburn are to analyze the application with respect to each of the matters enumerated in **Section 1003-7. Criteria for amendments to official zoning map.** *The mayor and council of the city find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.*

The Applicant's response is attached to the application. Staff's response is in italics below:

- Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties:
Contractor's office with outside storage is consistent with the area. With proposed conditions, the use is suitable.
- Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property:
No adverse impacts are foreseen. With proposed conditions, impacts are lessened.
- Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:
The property has reasonable economic use.

- D. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:
None are foreseen.
- E. Whether the rezoning proposal is in conformity with the policy and intent of the Land Use Plan:
It is in conformity with land use policy.
- F. 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:
Proposed conditions will enhance the property and give supporting grounds for approval of a Change in Conditions of the existing Special Use Permit. Residents in the adjacent neighborhood support the request.

Based upon the above considerations, Staff recommends **DENIAL of rezoning to IA, but recommends APPROVAL of Change in Conditions** of the Special Use Permit (SUP-05-06) and LRZ-09-06 to accommodate the intent of the applicant as proposed. It is recommended that the conditions be amended and applied as attached in Exhibit A.

Should the Planning Commission or City Council vote to approve the rezoning to IA, the conditions in Exhibit A are recommended.

“EXHIBIT A”

CHANGE IN CONDITIONS to SUP-05-06 and LRZ-09-06 for property located at 145 Arcado Road, District 6, Land Lot 133, Parcel 006, property as a whole containing .80 acres.

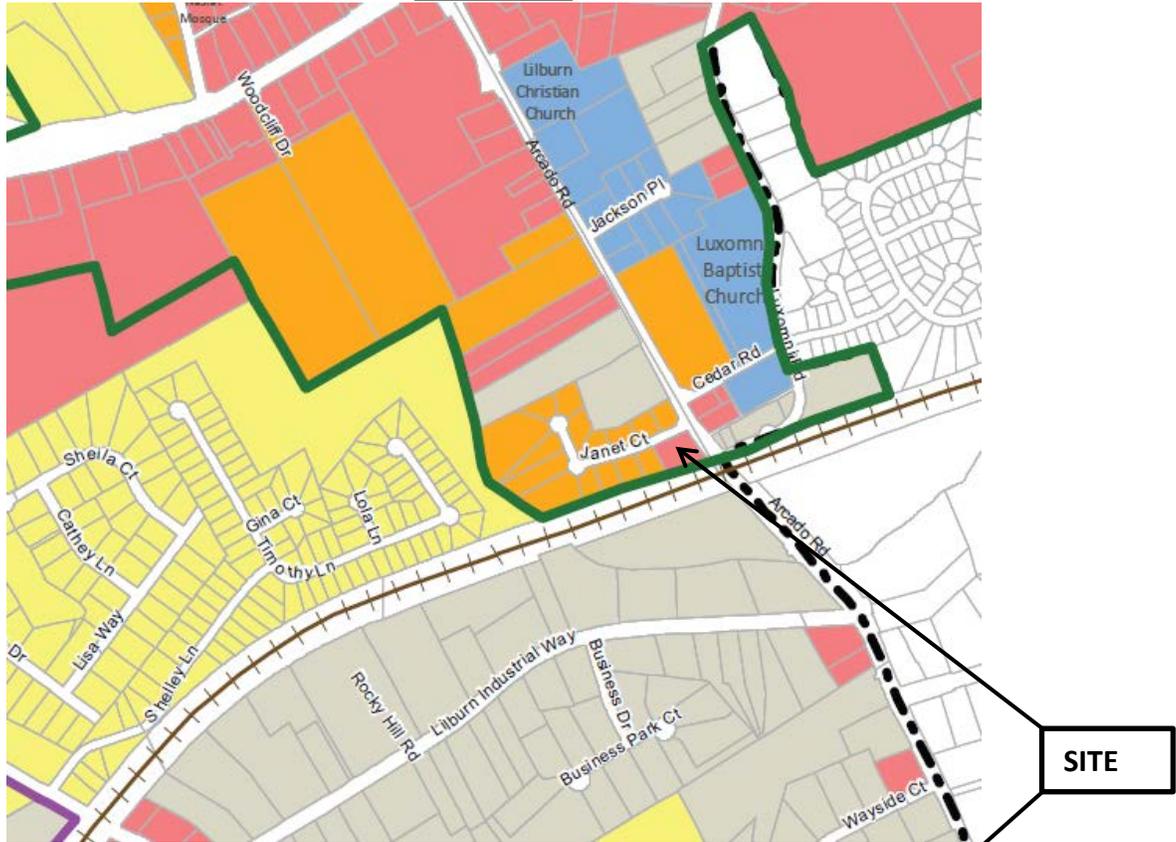
- (1) Architectural renderings for any buildings, additions and/or renovation shall be prepared and submitted to the building official, or the building official’s designated representative, and approved prior to issuance of ~~land disturbance~~ permits.
- (2) If renovated for automotive service/repair use, the building shall be renovated to bring it into compliance with all applicable codes and regulations. ~~for commercial.~~
- ~~(3) If a fence is installed, including any kind of security restraints, it shall be a four (4) foot high wrought iron or aluminum fence which represents a wrought iron look, painted black, on the sides facing Arcado Road and Janet Court. The balance of the property shall be fenced with either the same material or black chain link fence.~~
- (3) Outdoor storage shall be screened with a 6’ opaque privacy fence. The fence shall be located inside the 10-foot landscape strip along Janet Court and shall surround all outdoor storage. If gravel surface is proposed, the site shall comply with Director’s conditional approval of gravel parking/storage lot, sanitary sewer and stormwater regulations. No vehicular access shall be allowed on Janet Court.
- ~~(4) Landscaping shall be installed along Arcado Road and Janet Court to include a minimum of one (1) 4” caliper hardwood tree and one (1) shrub for every 25 feet of road frontage, placement of such plantings to be approved by the city planner.~~
- (4) Landscaping shall be installed along road frontages in accordance with the City’s Landscape Ordinance. If outdoor storage is proposed, supplemental evergreen screening shall be required to screen storage area along the Janet Court frontage.
- ~~(5) A staggered double row of minimum 6 foot tall Leyland Cypress trees shall be installed on 10 foot centers along the rear of the parking lot between the 75 foot buffer and the end of the parking lot.~~
- (5) If outdoor storage is proposed, a supplemental vegetated screen consisting of a staggered double row of minimum 6-foot tall Leyland Cypress trees shall be installed on 10-foot centers along and outside the limits of a 50’ undisturbed buffer from the residential property to the west.
- (6) Any proposed alarm system shall be silent system.
- (7) No public address system shall be permitted.
- (8) ~~No outdoor storage shall be permitted.~~ Outdoor storage may be allowed subject to conditions 3, 4 & 5 above.
- (9) Lighting shall be cut-off luminaries to define the area, and shall be hooded or directed away from adjacent residential uses.
- (10) Maximum 25 cars on the lot at any one time.
- (11) No vehicle repair on the premises.
- (12) ~~No transfer trucks allowed on the premises. No semi-tractor or semi-trailer parking.~~ Vehicles parked on-site shall be associated with the business occupying the site.
- (13) No washing of ~~cars~~ vehicles shall be allowed on the premises.

“EXHIBIT A”

CHANGE IN CONDITIONS to SUP-05-06 and LRZ-09-06 for property located at 145 Arcado Road, District 6, Land Lot 133, Parcel 006, property as a whole containing .80 acres.

- (1) Architectural renderings for any buildings, additions and/or renovation shall be prepared and submitted to the building official, or the building official’s designated representative, and approved prior to issuance of permits.
- (2) If renovated for automotive service/repair use, the building shall be renovated to bring it into compliance with all applicable codes and regulations.
- (3) Outdoor storage shall be screened with a 6’ opaque privacy fence. The fence shall be located inside the 10-foot landscape strip along Janet Court and shall surround all outdoor storage. If gravel surface is proposed, the site shall comply with Director’s conditional approval of gravel parking/storage lot, sanitary sewer and stormwater regulations. No vehicular access shall be allowed on Janet Court.
- (4) Landscaping shall be installed along road frontages in accordance with the City’s Landscape Ordinance. If outdoor storage is proposed, supplemental evergreen screening shall be required to screen storage area along the Janet Court frontage.
- (5) If outdoor storage is proposed, a supplemental vegetated screen consisting of a staggered double row of minimum 6-foot tall Leyland Cypress trees shall be installed on 10-foot centers along and outside the limits of a 50’ undisturbed buffer from the residential property to the west.
- (6) Any proposed alarm shall be silent alarm system.
- (7) No public address system shall be permitted.
- (8) Outdoor storage may be allowed subject to conditions 3, 4 & 5 above.
- (9) Lighting shall be cut-off luminaries to define the area, and shall be hooded or directed away from adjacent residential uses.
- (10) Maximum 25 cars on the lot at any one time.
- (11) No vehicle repair on the premises.
- (12) No semi-tractor or semi-trailer parking. Vehicles parked on-site shall be associated with the business occupying the site.
- (13) No washing of vehicles shall be allowed on the premises.

Zoning Map



Tax Assessor's Parcel Map



Members Present: Chairman-Hugh Wilkerson, Joe Gennusa, Emil Powella

Members Absent: AJ Passman, Michelle West **Quorum Present:** Yes.

Staff Members Present: Joellen Wilson –City Planner

Work Session: Yes.

- I. **Call to Order:** 7:30 PM by Hugh Wilkerson, Chairman.
- II. **Approval of Agenda:** Motion by Powella. Second by Gennusa. All for.
- III. **Approval of Minutes – January 25, 2018:** Motion by Powella. Second by Gennusa. All for.
- IV. **Old Business:** None
- V. **New Business:**
 - a. RZ-2018-01. Application of property owner, Dimitrios Nikolakis, for a rezoning from CB, Commercial Business to IA, Industrial Activity for use as a Contractor’s Office with Outdoor Storage located at 145 Arcado Rd., District 6, Land Lots 133, Parcels 006, containing .78± acres.

Staff described the 2006 zoning of the site from Industrial to Commercial use with Special Use Permit for Auto Broker Office with inventory and emissions services. The conditions for this use were not implemented as that business did not come to fruition. The existing use of the building is as appliance repair shop, and applicants intend to rent it as an Office with Outdoor Storage including utility trailers. The applicant’s plan includes a gravel surface for the storage area, which was the trigger for the Industrial Activity zoning. The concept plan otherwise complies with zoning provisions of Articles 4 and 5 for Commercial Business with enhanced buffers, fencing, and planting proposed to screen outdoor storage area from right-of-way and adjacent residential use.

Staff noted the mix of uses in the area and the recent development of two sites for residential use along Arcado Road. The proposed use of this site as a contractor or small sales office is suitable and staff considered that existing conditions could be changed to accommodate the Outdoor Storage without rezoning to the more intense Industrial Activity zoning. Staff recommended DENIAL of the zoning application but recommended a Change in Conditions to accommodate the proposed use.

Applicant confirmed auto service, parts or repair would not be permitted and he intends to closely manage the property. He asked if the 25 vehicle limit would apply and Powella answered yes but not included in the storage area. A resident of Janet Court spoke on behalf of several other residents of the neighborhood in support of the plan, citing the owner’s consideration for the neighbors. One resident questioned the general aesthetic of the area, supporting ongoing redevelopment with fewer industrial type uses along the corridor.

Powella asked the applicants to review proposed changes to conditions and applicant agreed to them.

Motion by Powella to **DENY THE REZONING TO IA but combine and APPROVE the Changes to Conditions** of LRZ-09-06 and SUP-05-06 as presented by staff in Exhibit A. Second by Gennusa . All voted for.

- VI. **Adjournment:** Motion to adjourn by Powella . Seconded by Gennusa. All voted for. Meeting was adjourned at approximately 7:54 PM.

Hugh Wilkerson, Planning Commission Chair

DRAFT

City of Lilburn

Planning Commission Hearing – Thursday, February 22, 2018 at 7:30 P.M.

City Council Hearing – Monday, March 12, 2018 at 7:30 P.M.

340 Main Street

Lilburn, Georgia 30047

(770) 921-2210

.....
The Planning Commission and City Council give notice that public hearings on the dates, times, and at the location as noted above are scheduled to consider:

NEW BUSINESS

1. **RZ-2018-01.** Application of Dimitrios Nikolakis for a rezoning from CB, Commercial Business to IA, Industrial Activity for use as an office with outdoor storage located at 145 Arcado Rd., District 6, Land Lots 133, Parcels 006, containing .77± acres.

The above items are scheduled for the Public Hearings as noted. The applications, site plans, legal descriptions and other information are on file at the Lilburn Planning and Economic Development Department at 340 Main Street. Applications may be viewed by the public between the hours of 8:30 AM and 5:00 PM, Monday through Friday.



City of Lilburn

in Gwinnett County

State of Georgia

Ordinance

Number:

2018-519

Date of Reading and Adoption: March 12, 2018

At the meeting of the Lilburn City Council held at 340 Main Street, Lilburn, Georgia.

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LILBURN, GEORGIA, WITH
RESPECT TO A ZONING UPDATE OF OFFICIAL ZONING MAP
RZ-2018-01**

An ordinance to amend the Official Zoning Map of the City of Lilburn approving Change in Conditions to Case Number LRZ-09-06 and Special Use Permit (SUP-05-06) for property at 145 Arcado Road, to allow a Contractors Office with Outdoor Storage on approximately 0.78 acres of property being identified as Tax Parcels R6133 006.

WHEREAS, the Code of the City of Lilburn entitled the Lilburn Zoning Ordinance provides that the text/map thereof may be amended from time to time by ordinance of the City of Lilburn; and

WHEREAS, the Applicant, Dimitrios Nikolakis, has applied for a rezoning; and

WHEREAS, the City of Lilburn Planning Commission met on Thursday, February 22, 2018, and recommended approval with conditions to the Mayor and City Council for action;

NOW THEREFORE BE IT ORDAINED that the Mayor and City Council of the City of Lilburn, Georgia hereby approves the Change in Conditions to read as follows:

1. Architectural renderings for any buildings, additions and/or renovation shall be prepared and submitted to the building official, or the building official's designated representative, and approved prior to issuance of permits.
2. If renovated for automotive service/repair use, the building shall be renovated to bring it into compliance with all applicable codes and regulations.
3. Outdoor storage shall be screened with a 6' opaque privacy fence. The fence shall be located inside the 10-foot landscape strip along Janet Court and shall surround all outdoor storage. If gravel surface is proposed, the site shall comply with Director's conditional approval of gravel parking/storage lot, sanitary sewer and stormwater regulations. No vehicular access shall be allowed on Janet Court.
4. Landscaping shall be installed along road frontages in accordance with the City's Landscape Ordinance. If outdoor storage is proposed, supplemental evergreen screening shall be required to screen storage area along the Janet Court frontage.
5. If outdoor storage is proposed, a supplemental vegetated screen consisting of a staggered double row of minimum 6-foot tall Leyland Cypress trees shall be installed on 10-foot centers along and outside the limits of a 50' undisturbed buffer from the residential property to the west.
6. Any proposed alarm shall be silent alarm system.
7. No public address system shall be permitted.
8. Outdoor storage may be allowed subject to conditions 3, 4 & 5 above.

9. Lighting shall be cut-off luminaries to define the area, and shall be hooded or directed away from adjacent residential uses.
10. Maximum 25 cars on the lot at any one time.
11. No vehicle repair on the premises.
12. No semi-tractor or semi-trailer parking. Vehicles parked on-site shall be associated with the business occupying the site.
13. No washing of vehicles shall be allowed on the premises.

BE IT FURTHER ORDAINED that this ordinance becomes effective upon its adoption.

BE IT FURTHER ORDAINED that all regulations or parts of regulations in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

SO ORDAINED this the 12th day of March, 2018.

Johnny D. Crist, Mayor
City of Lilburn

ATTEST:

Melissa L. Penate, City Clerk

**CITY OF LILBURN
AGENDA ITEM 2**

Date:	3/6/18	To: Mayor and Council	3/7/18
From:	Bill Johnsa	Department:	City Manager
Work Session/Reg. Mtg. Date Requested:	3/12/18	Presenter:	Bill Johnsa
Agenda Title:	Award of Bid - #COL/GREENWAY – 2.15.2018		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):
Staff seeks approval to award the above-referenced bid to Signature Bridge, Inc. in the amount of \$526,787.00 pertaining to the demolition and installation of approximately 1000 l.f. of PermaTrak pre-cast bridge system along the Camp Creek Greenway. All references have been checked and Signature Bridge, Inc. is qualified to provide the required work. Additionally, staff recommends as part of the motion, to include the award of bid to the next lowest responsible bidder (should the primary contractor default).

Staff Recommendations:
Staff recommends the following: “Motion to award bid # COL/GREENWAY – 2.15.2018 in the amount of \$ 526,787.00 to Signature Bridge, Inc. Additionally, should the lowest responsible bidder default, authorize the Mayor and/or City Manager to award and execute a contract to Site Engineering, Inc. in the amount of \$719,020.00. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.”

Department Head Approval:	B. Johnsa
----------------------------------	------------------

Mayor/Council Signature Required:	<u>YES</u>	NO
--	-------------------	----

List Attachments:
1. Bid tabulation

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials
YES	SPLOST	\$792,000	\$ 526,787- \$719,020	<u>BJ</u>

BID TABULATION
CAMP CREEK GREENWAY BOARDWALK RENOVATION PROJECT
BID COL/GREENWAY - 2.15.2018

ITEM	DESCRIPTION	UNIT	APPROX. QTY.	SIGNATURE BRIDGE, INC		SITE ENGINEERING, INC.		STEELE & ASSOCIATES, INC		LEWALLEN CONSTRUCTION CO, INC		J.G. LEONE ENTERPRISES, INC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BOARD WALK RENOVATION	LS	1	\$526,787.00	\$526,787.00	\$719,020.00	\$719,020.00	\$792,947.00	\$792,947.00	\$797,143.32	\$797,143.32	\$981,194.38	\$981,194.38
				TOTAL	\$526,787.00	TOTAL	\$719,020.00	TOTAL	\$792,947.00	TOTAL	\$797,143.32	TOTAL	\$981,194.38

**CITY OF LILBURN
AGENDA ITEM 3**

Date:	3/12/2018	To: Mayor and Council	3/12/2018
From:	Melissa Penate	Department:	City Clerk
Work Session Date Requested:	3/12/2018	Presenter:	Melissa Penate
Agenda Title:	Amendment of Alcohol Ordinance - Art Shop & Personal Service License (s) Ordinance		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):

With the growing trend of Paint & Sip establishments allowing brown bagging, and personal service locations offering their customers with complimentary wine/beer, we believe that these changes to the alcohol ordinance would bring new business in to the city.

Proposed changes to the following sections:

Sec. 6-59 Definitions, Sec. 6-62 License; application form, Sec. 6-63 License; Criteria for issuance, Sec. 6-65 License; fee, Sec. 6-67 Same-Transferability, Sec. 6-76 Self-service prohibited, and Sec. 6-87.1 Beer and/or Wine Specialty Licenses.

Staff Recommendations:

Staff recommends the following: "Motion to approve Ordinance #2018-520, amending Chapter 6 Alcoholic Beverages, of the Code of Ordinances of the City of Lilburn allowing an Art Shop & Personal Service License."

Department Head Approval:

BJ

Mayor's Signature Required:

YES

NO

List Attachments:

- 1. Ordinance #2018-520**

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials



City of Lilburn

in Gwinnett County

State of Georgia

Ordinance

Number:

2018-520

Date of Reading and Adoption: March 12, 2018
At the meeting of the Lilburn City Council held at 340 Main Street, Lilburn, Georgia.

AN ORDINANCE TO AMEND CHAPTER 6 ALCOHOLIC BEVERAGES, ARTICLE III LICENSING AND REGULATION, OF THE CODE OF ORDINANCES OF THE CITY OF LILBURN; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE MAYOR AND CITY COUNCIL OF THE CITY OF LILBURN GEORGIA, HEREBY ORDAIN THAT CHAPTER 6 OF PART II OF THE CODE OF ORDINANCES OF THE CITY OF LILBURN SHALL BE AMENDED AS FOLLOWS:

Sec. 6-59. Definitions.

Art Shop means a retail business devoted exclusively to providing art education that is limited to instruction in painting, sculpture and similar crafts; or to selling and displaying portraits, paintings, sculptures, art supplies and similar art work and crafts. An art shop shall not allow activities that would cause the business to be an adult entertainment establishment as defined in Section 14-57 of Lilburn’s Ordinance.

License means an authorization granted by the City to operate as a retail consumption dealer, retail package dealer or wholesale dealer **as well as authorization for the sale and/or service of alcohol granted by the City as set forth in this Chapter.**

Personal Service Establishment means a retail business devoted to providing salon services to individuals such as hair coloring, cutting and styling; nail services; and/or waxing. A personal service establishment may not allow outcall massage services as defined in Section 14-100 of Lilburn’s Ordinance. **Massage parlors and CSTTOM parlors as defined in Section 14-100 of Lilburn’s Ordinance are not personal service establishments.**

Sec. 6-62 License; application form.

- (a) All persons, firms or corporations desiring to sell **or serve** alcoholic beverages shall make application to the office of the City Clerk or designee on the form prescribed, to be forwarded to any appropriate city department(s) for review and investigation as well as to the City Manager and./or his/her designee.
- (h) Each application for a license under this chapter shall be accompanied by a **certified check payment** for the full amount of the license fee, together with a separate **payment check or cash** in the amount of \$250.00 for all retail packaged beer and wine sales and for a growler shop license, \$200.00 for a distillery or brewer license, \$300.00 for a personal establishment license **and art shop license**, and \$500.00 for all other alcoholic beverage application fees, to defray investigative and administrative

costs. If the applicant is denied a state license, the deposit representing the license fee shall be refunded, but the cost paid for investigation and administrative cost shall be retained; provided, however, that any person applying for more than one license shall pay only one fee to defray investigative and administrative expenses, which fee shall be the largest of the investigative and administrative authorized under this chapter. Any applicant for a license under this chapter who has in existence at the time of making the new application an existing license under this chapter shall pay no investigative or administrative costs.

Sec. 6-63. License; criteria for issuance.

- (a) No license for the sale or service of alcoholic beverages shall be granted to any person who is not a citizen of the United States or an alien lawfully admitted for permanent residence. No license for the sale of alcoholic beverages shall be granted to any business that is not the holder of a valid and current business license or Occupation Tax Certificate issued by the City of Lilburn. After a license has been granted, if the applicant should have its business license or Occupation Tax Certificate, suspended or revoked or otherwise fail to renew or secure a valid business license or Occupation Tax Certificate, said license may be subjected to a supervised action plan, suspended or revoked by the City Manager and/or his/her designee as provided for in this Chapter.
- (d) No license for the sale or service of alcoholic beverages shall be granted to any person convicted under any federal, state or local law of any felony, within ten years prior to the filing of application for such license.

Sec. 6-65. License; fees.

Before a license shall be granted, the applicant therefore shall comply with all rules and regulations adopted by the city council regulating the sale and/or service of alcoholic beverages and each applicant shall pay a license fee in accordance with the scale fixed, from time to time, by the city council and kept on file in the office of the City Clerk or designee as follows:

Sec. 6-67. Same--Transferability.

- (a) No license for the sale and/or service of alcoholic beverages shall be transferable, except as otherwise provided herein.
- (b) In case of the death of a licensee, the establishment shall be allowed to continue to sell and/or serve alcoholic beverages for a period of 45 days from the date of death or until expiration of the license or until approval of a new licensee, whichever shall first occur; provided, that no sale and/or service of alcoholic beverages shall be allowed until such time as a person representative of this estate, appointed by a probate court of competent jurisdiction, shall make application for authorization with the City Manager and/or his/her designee.
- (c) In the event that a license is surrendered, or a licensee severs his association with a licensed establishment by some means other than a change in the ownership of the licensed establishment, the establishment may continue to sell and/or serve alcoholic beverages for a period of 45 days from the date of surrender, or from the

date determined by the City Manager and/or his/her designee to be the date of severance; provided, no such sale and/or service shall be authorized until such time as a new application for a license is made, said application indicating that no change of ownership has occurred. Upon issuance of a new license, the authorization to sell and/or serve under the previous license shall be revoked by operation of law. No additional license fees shall be required during the period for which the original license was issued.

Sec. 6-76. Self-service prohibited.

- (b) It is prohibited for any person to bring in his own alcoholic beverage (brown bag) in any establishment either licensed or unlicensed to serve alcoholic beverages, except as provided in Section 6-87.1(c), 6-87.1(d), and 6-87.2.

Sec. 6-87.1 Beer and/or Wine Specialty Licenses

(c) Personal Service License

(1) Upon obtaining a personal service license, an establishment may serve customers complimentary wine and/or beer to be consumed on the premises.

(2) Beer and/or wine may be served by a personal service license holder and/or an employee of a personal service license holder only if the individual serving beer and/or wine meets the requirements set forth in Section 6-85 of Lilburn's Ordinance.

(3) While at a business with a personal service license, no customer therein shall consume more than two six-ounce servings of wine or two 12-ounce servings of beer during a three-hour period or four six-ounce servings of wine or four 12-ounce servings of beer within a single day.

(4) The serving and consuming of beer and/or wine at a business with a personal service license shall be subject to all provisions regarding the service of beer and/or wine as set forth in this Chapter 6 of Lilburn's Ordinance, including, but not limited to those regulations set forth in Section 6-81 through 6-84.

(5) A personal service license shall be granted only to those qualifying businesses located in the Lawrenceville Highway Corridor as defined in Section 501 of Lilburn's Zoning Ordinance and in the Historic Main Street District as defined in Section 6-87.2 of Lilburn's Ordinance.

(d) Art Shop License

(1) Upon obtaining an Art Shop License, an art shop establishment may allow customers to bring wine and/or beer to be consumed on the premises.

(2) Beer and/or wine may not be served by an Art Shop License holder and/or an employee of an Art Shop License holder.

(3) While at a business with an Art Shop License, no customer therein shall consume more than two six-ounce servings of wine or two 12-ounce servings of beer during a three-hour period or four six-ounce servings of wine or four 12-ounce servings of beer within a single day.

(4) An Art Shop License shall be granted only to those qualifying businesses located in the Lawrenceville Highway Corridor as defined in Section 501 of Lilburn's Zoning Ordinance and in the Historic Main Street District as defined in Section 6-87.2 of Lilburn's Ordinance.

~~(e)~~ All licenses granted hereunder may be granted by the Licensing and Revenue Manager so long as the applicant, the establishment serving alcohol, and any employee thereof has not been subjected to an alcohol-related citation, a Supervised Action Plan, a license suspension, or a license revocation in the past calendar year. If the applicant, the establishment serving alcohol, and any employee thereof has been subjected to an alcohol-related citation, a Supervised Action Plan, a license suspension, or a license revocation in the past calendar year, then the application shall be reviewed and approved or denied by the City Manager and/or his/her designee. In the event of any irregularity on the face of the application, then the application shall be reviewed and approved or denied by the City Manager.

~~(f)~~ The Chief of police, or his designee, shall verify the applicant's and/or establishment's compliance with the requirements of this chapter prior to issuance of the license and shall report to the City Manager and/or his/her designee and the Licensing and Revenue Manager regarding same. The Chief of Police, or his designee, also shall verify whether the applicant, the establishment serving alcohol, and/or any employee thereof has been subjected to an alcohol-related citation and shall report to the City Manager and/or his/her designee and the Licensing and Revenue Manager regarding same.

Sec. 6-95. Additional restrictions.

(a) No outdoor advertising or signs with respect to the promotions of the sale or service of alcoholic beverages, or the prices of such beverages, shall be permitted on the exterior of any retail package outlet, on the premises consumption dealer or in the windows of any licensed establishment that may be viewed from outside.

Sec. 6-96. Hours and days of sale and service.

(a) Alcoholic beverages shall not be sold or served for consumption on the premises except between the hours of 9:00 a.m. until 1:55 a.m., Monday through Saturday and on Sundays from 12:30 p.m. until 12:00 midnight. Alcoholic beverages may be sold or served for consumption on the premises from 12:00 midnight to 2:00 a.m. on any Monday that is New Year's Day, January 1, of any year.

- (b) Alcoholic beverages shall not be sold or served for consumption at any time in violation of any local ordinance or regulation or of any special order of the governing authority.

This Ordinance shall become effective upon signature of the Mayor.

SO ORDAINED this the 12th day of March, 2018

Johnny D. Crist, Mayor
City of Lilburn

ATTEST:

Melissa L. Penate, City Clerk

**CITY OF LILBURN
AGENDA ITEM 4**

Date:	3/12/2018	To:	Mayor and Council
From:	Melissa Penate	Department:	City Clerk
Work Session Date Requested:	3-12-2018	Presenter:	Melissa Penate
Agenda Title:	New Location for an Alcohol License – Surani Brothers Corporation - 732 Harbins Road, Ste. C – Beer & Wine		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):
<p>The Licensing & Revenue Manager received a new alcohol application for beer and wine from Surani Brothers Corporation, located at 732 Harbins Road, Ste. C. The location meets all zoning requirements. It is a new construction and has never held an alcohol license.</p> <p>Staff recommends the license be effective immediately upon approval of the city council and contingent upon receiving an occupational tax certificate.</p>

Staff Recommendations:
Staff recommends the following: “Motion to approve Surani Brothers Corporation at 732 Harbins Road, Ste. C for an alcohol license for beer & wine, contingent upon receiving an occupational tax certificate.”

Department Head Approval:	
----------------------------------	--

Mayor’s Signature Required:	YES	no
------------------------------------	------------	----

List Attachments:
1. Application for Alcoholic Beverage License

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager’s Initials
n/a				



Application for Alcoholic Beverage License

Business Name: SURANI BROTHERS CORPORATION

Business Address: 732 HARBINS ROAD SUITE C LILBURN, GA 30047

1. Type of Application (check one): New Renewal Amendment

2. Administrative and Investigation Fees (does not apply to renewals)

Packaged Beer & Wine Sales – \$250 All Other Applications – \$500 Breweries & Distilleries – \$200
paid 8/27/2018 OLF#1001 REC #139189

3. Type of Business (check one):

Bona Fide Eating Establishment Supermarket Convenience Store
 Indoor Comm. Recreational Establishment Package Store Hotel Minibar
 Banquet/Event Hall Other Retail Business

4. License(s) Applying For (check all applicable):

Retail Package & Retail Consumption On Premises:
 Brewery – \$500 Distillery – \$500

Retail Package:
 Beer (Includes Sunday Sales) – \$850 Wine (Includes Sunday Sales) – \$850
 Beer And Wine (Includes Sunday Sales) – \$1,700
 Distilled Spirits, Beer And Wine (Includes Sunday Sales) – \$6,000
 Hotel Minibar – Beer And Wine (Includes Sunday Sales) – \$320
 Hotel Minibar – Distilled Spirits, Beer And Wine (Includes Sunday Sales) – \$1,390

Retail Consumption On Premises:
 Beer (Includes Sunday Sales) – \$850 Wine (Includes Sunday Sales) – \$850
 Beer And Wine (Includes Sunday Sales) – \$1,700
 Beer, Wine & Distilled Spirits (Includes Sunday Sales) – \$7,200
 Banquet Hall – Beer (Includes Sunday Sales) – \$850
 Banquet Hall – Wine (Includes Sunday Sales) – \$850
 Banquet Hall – Beer & Wine (Includes Sunday Sales) – \$1,700
 Banquet Hall – Beer, Wine & Dist. Spirits (Includes Sunday Sales) – \$7,200

(Note: ¾ of fee after April 1, ½ of fee after July 1, ¼ of fee after Oct. 1)



Application for Alcoholic Beverage License

5. Business:

- (a) Full Name: SURANI BROTHERS CORPORATION
- (b) Location: 732 HARBINS ROAD SUITE C LILBURN, GA 30047
 Street No. Street Name
732 LILBURN GA 30047 (770)337-9545
 City State Zip Phone Number
- (c) Mailing Address (if different):
1105 KEMP ROAD
 Street No. Street Name
JOHNI CREEK, GA 30024 (770)337-9545
 City State Zip Phone Number
- (d) Federal Employer Identification Number: [REDACTED]
- (e) State Withholding Number: [REDACTED]
- (f) State Sales Tax Number: [REDACTED]
- (g) Other City of Lilburn or Gwinnett County License (specify type of license, issuer and number): NONE

6. Owner:

- (a) Full Name: NADIR SHAH SURANI Social Security #: [REDACTED]
- (b) Home Address: 1105 KEMP ROAD
 Street No. Street Name
JOHNI CREEK GA 30024 (770)337-9545
 City State Zip Phone Number
- (c) Mailing Address (if different):
 Street No. Street Name
 City State Zip Phone Number
- (d) Other City of Lilburn or Gwinnett County License (specify type of license, issuer and number): NONE

7. Registered Agent (must be a Gwinnett County resident):

- (a) Full Name: KHADIZA HOODA
- (b) Location: 2520 GADSEN WALK
 Street No. Street Name
DULUTH GA 30097 (404) 384-9094
 City State Zip Phone Number
- (c) Mailing Address (if different): SAME
 Street No. Street Name
 City State Zip Phone Number
- (d) Other City of Lilburn or Gwinnett County License (specify type of license, issuer and number):



Application for Alcoholic Beverage License

10. Financing:

- (a) Bank to be used by business, including branch: [REDACTED]
- (b) Total amount of capital that is or will be invested in business by any party/parties:
- (c) Total amount of funds invested by the owner: [REDACTED]
- (d) Total amount of funds invested by party/parties other than owner: NONE
- (e) Capital borrowed, if any: NONE

Name of Lender	Date	Amount	Effective Annual Interest Rate

11.

Has owner and/or individual partner, shareholder, director, or officer any financial interest in any manufacturer or wholesaler of alcoholic beverage? yes no

Has owner and/or individual partner, shareholder, director, or officer received any financial aid or assistance from any manufacturer of alcoholic beverage? yes no

If answer is "yes" to either of the immediate foregoing, explain:

12.

Show hereunder any and all persons, corporation, partnerships, or associations (other than persons stated herein as owner(s), directors, or officers) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. (Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license). In the event any corporation is listed as receiving an interest or income from this operation, show the names of the officers and directors of said corporation together with the names of the principal stockholders. NONE

13.

List all other businesses engaged in sale of alcoholic beverages of which that you the owner, or any individual, partner, shareholder, officer or director, are interested in, employed by or associated with in any way whatsoever, or have been interested in, employed by, or associated with in the past.

 ROMA O'BRIEN CORPORATION



Application for Alcoholic Beverage License

8. Type of Ownership (check one):

- | | |
|---|--|
| <input type="checkbox"/> Sole Ownership
<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Private Held Corporation | <input type="checkbox"/> Public Held Corporation Subject To S.E.C. Regulations
<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Other |
|---|--|

9. For Partnership Only:

- (a) Date the partnership was formed: N/A
- (b) Attach partnership agreement _____
- (c) List partners: _____

	Social Security Number	G-General L-Limited S-Silent	Interest Investment Participation \$/%
_____	_____	_____	_____
_____	_____	_____	_____

For Corporation Only:

- (a) Date of Incorporation: 12/13/2017
- (b) Place of Incorporation: ATLANTA, GA
- (c) Parent corporation, if applicable: NO
- (d) Number of shares of capital stock authorized: 10,000
- (e) Number of shares of outstanding stock: NONE
- (f) Is the corporation owned by a parent corporation or held by a holding company? If yes, please explain:
NO

(g) For corporations other than a publicly held corporation subject to S.E.C. Regulations, list officers, directors, and principal shareholders with 20% or more of the stock:

Name	Social Security Number	Position	Interest Investment Participation %
NADIR SHAH SURANI	[REDACTED]	OWNER	50
NADIRSHAH SURANI	[REDACTED]	OWNER	50



Application for Alcoholic Beverage License

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

State of Georgia, GWINNETT County

I, NADIR SHAH SURANI, do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the foregoing personnel statement are true and correct.

Nadir Surani

Applicant's Signature

I hereby certify that Nadir Surani signed his/her name to the foregoing application stating to me that he knew and understood all statements and answers made therein, and, under oath actually administered by me, has sworn that his statements and answers are true and correct.

This the 20 day of February, 2018.

Tasia Walker

Notary Public

(Seal)

TASIA WALKER
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Mar. 21, 2021

IMPORTANT: This application will be heard by the:

~~Alcohol Review Board:~~ N/A
Date _____ Time _____

Lilburn City Council: March 12, 2018 @ 7:30 pm
Date _____ Time _____

EITHER THE APPLICANT OR HIS REPRESENTATIVE MUST BE IN ATTENDANCE AT THIS MEETING.

Signed: _____

Date: _____



Application for Alcoholic Beverage License

Registered Agent Form

Business Name: SURANI BROTHERS CORPORATION
 Location: 732 HARBINS ROAD SUITE C
 Street No. Street Name
LILBURN Ga 30047
 City State Zip Phone Number

I, KHADIZA HOODA, do hereby consent to serve as the registered agent for the licensee, owners, officers, and/or directors and to perform all obligations of such agency under the provisions of the ordinances of Lilburn, Georgia. (Every establishment holding an alcoholic beverage license in the city must have a registered agent and this person must be a resident of Gwinnett County, Georgia.

This the 26th day of FEBRUARY, 2018.

Khadija Hooda
Signature of Agent

[Redacted]
Agent Social Security Number

KHADIZA HOODA
Type Or Print Name Of Agent

[Redacted]
Birthdate

Agent Home Address: [Redacted]
 Street No. Street Address
DULWTH Ga 30097 (404) 384-9094
 City State Zip Phone Number

Sworn to and subscribed before me

This the 26 day of FEBRUARY, 2018.

[Signature]
Notary Public

(SEAL)

TASIA WALKER
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Mar. 21, 2021

APPROVED:
[Signature]
Signature Of Licensee

NADIR SURANI
Owner

NADIR SURANI OWNER
Officer or Director (Title)



Application for Alcoholic Beverage License

Store/Restaurant Manager Consent Form

I, NADIE SHAH SURANI, do hereby authorize the City of Lilburn to receive all records which may be in the files of any state or local criminal justice agency (including criminal history) concerning myself, whether the said records are of a public, private or confidential nature.

I further authorize release of this information under the Open Records Act, and certify that person(s) who may furnish such information concerning me shall not be held accountable for giving this information, and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. A photocopy of this release form will be valid as an original thereof, even though a photocopy does not contain an original writing of my signature.

Nadie Shah Surani

2/26/18

Signature

Date

Printed Name NADIE SHAH SURANI

Home Address



Street No. JOHNS CREEK, GA
City State

Street Address 30024 Zip (970) 337-9545
Phone Number

Date of Birth 7/26/1967

Social Security #



Sex MALE

[Signature]

02/26/2018

Notary Public

Date

(SEAL)

TASIA WALKER
NOTARY PUBLIC
Gwinnett County
State of Georgia
Comm. Expires Mar. 21, 2021



Small town. Big difference.

May 26, 2017

To: Elliott G. Simpson
From: Doug Stacks, Director, Planning & Economic Development
Subject: 732 Harbins Road – Beer/Wine Sales Distance Requirement

The subject property exceeds the minimum distance from requirements of the Lilburn Alcohol Ordinance.

Should you have any questions, do not hesitate to contact me at 770-279-3719 or by email at dstacks@cityoflilburn.com.

Best regards,

Cc: Kaleigh Frederick, Licensing & Revenue Manager

**CITY OF LILBURN
AGENDA ITEM 5**

Date:	3/5/18	To: Mayor and Council	3/7/18
From:	Bill Johnsa	Department:	City Manager
Work Session/Reg. Mtg. Date Requested:	3/12/18	Presenter:	Bill Johnsa
Agenda Title:	Transportation Enhancement (TE) Grant – P.I. # 0010638/Killian Hill to Postal Way		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):
Staff seeks approval for the authorization to proceed with the above-referenced project. The project consists of a multi-use path and pedestrian bridge along Hwy. 29/SR8 from Killian Hill Road to Postal Way. This is a joint TE project with the Lilburn CID with the City of Lilburn being the sponsor on the project. The City has met the grant match requirements.

Staff Recommendations:
Staff recommends the following: “Motion to approve agreement for Transportation Enhancement Activities between the State Department of Transportation and the City of Lilburn. Subject project consists of a multi-use path and pedestrian bridge from Killian Hill Road to Postal Way. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.

Department Head Approval:	B. Johnsa
----------------------------------	------------------

Mayor/Council Signature Required:	YES	NO
--	------------	----

List Attachments:
1. Transportation Enhancement Agreement between the State DOT and the City of Lilburn

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials
YES	SPLOST	\$792,000	\$ TBD	BJ



February 26, 2018
PI 0010638, Gwinnett County
Jackson Creek Trail in Lilburn

The Honorable Johnny Crist
Mayor, City of Lilburn
340 Main Street NW
Lilburn, GA 30047

Subject: Transportation Enhancement (TE) Agreement

Dear Mayor Crist:

We are enclosing two (2) copies of the TE Agreement for the above-referenced TE project. Please have your legal counsel review these documents, and if satisfactory, have the appropriate individuals sign on the required pages of both Agreements. We are enclosing a checklist of items needed to complete the TE Agreements. Please be sure that all signatures, seals, and notary stamps are original on all three TE Agreements.

The Georgia Public Work and Contractor Protection Act requires contractors working for public employers provide a signed, notarized affidavit attesting the affiant has registered with, is authorized to use, and uses the federal authorization program. The Georgia Department of Transportation has determined this requirement applies to non-procurement contracts. TE Agreements are non-procurement contracts where the sponsor is considered the contractor. Therefore, all sponsors must complete the E-Verify affidavit.

Please complete all items on the enclosed checklist before returning two (2) signed TE Agreements to Mr. Mark Lawing at Moreland Altobelli Associates, Inc., 2450 Commerce Avenue, Suite 100, Duluth, GA 30096. Upon receipt, they will review then forward these Agreements to GDOT for execution. After the bid results are evaluated, we will send you a copy of the executed Agreement and the Notice to Proceed with Construction.

We are looking forward to the successful completion of this TE project. If you have any questions, please contact Mr. Mark Lawing at (404) 631-1582 or mlawing2@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly Nesbitt".

Kimberly Nesbitt
State Program Delivery Engineer

AVS:ML

cc: Mr. Rudy Bowen, State Transportation Board Member
Ms. Kathren S. Zahul, District Engineer
Mr. Mark Lawing, GDOT Project Manager
File

Enclosures

AGREEMENT
for
TRANSPORTATION ENHANCEMENT ACTIVITIES
between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and the
CITY OF LILBURN

THIS AGREEMENT, made and entered into this ____ day of _____, 201__, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the City of Lilburn, hereinafter referred to as the "SPONSOR".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Transportation Enhancement Activity which consists of: **P.I. No. 0010638, Gwinnett County**, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Transportation Enhancement Activities for Georgia pursuant to provisions of Title 23, Chapter 2, Subchapter 1, Section 133; and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to financially participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under O.C.G.A. Section 32-2-2(a)(7), the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, both governmental entities of the State of Georgia, pursuant to Article IX, Section III, Paragraph I(a) of the Georgia Constitution of 1983, and in consideration of the mutual promises and covenant contained herein, do hereby agree as follows:

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be: **Construction of Jackson Creek Trail in Lilburn**, as set forth in Exhibit A, WORK PLAN, which is attached hereto and incorporated as if fully set out herein. The scope of work is further defined by the PROJECT design and construction plans ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archeological issues.

The WORK PLAN, Exhibit A, sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT's "Standard Specifications", 2013 Edition; ***"Supplemental Specifications Book", current edition;*** and any Supplemental Specifications and Special Provisions; AASHTO standards for bicycle facilities; FHWA guidelines for pedestrian facilities; compliance with the Americans with Disabilities Act of 1990; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the O.C.G.A. Section 32-6-70 *et seq.* and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR hereby certifies that no right-of-way acquisition occurred prior to the DEPARTMENT issuing the SPONSOR the Notice to Proceed with right-of-way acquisition. Right-of-way acquisition was in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Properties Policies Act of 1970, as amended; the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code, 23 CFR Part 710, and 49 CFR Part 24; and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right-of-way plans, as deemed necessary by the DEPARTMENT, for whatever reason,

to match actual conditions encountered. The SPONSOR further acknowledges that no acquisition of rights of way occurred prior to all applicable archaeological, environmental, and historical preservation clearances approval, and receipt of the DEPARTMENT issued notice to proceed with acquisition.

The SPONSOR shall ensure that all contracts as well as any subcontracts for implementation of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to O.C.G.A. Sections 32-2-60 through 32-2-77; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", 2013 Edition; *"Supplemental Specifications Book", current edition*; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as well as any required attachments thereto.

ARTICLE II TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than **December 31, 2019**. **No work on any phase shall begin without a written Notice to Proceed from the DEPARTMENT. The DEPARTMENT's Notice to Proceed with Construction must be issued within 210 days from the execution date of this contract and the SPONSOR must submit an invoice for reimbursement within 270 days of the execution date of this contract or the contract is terminated without further notice and the funds will be de-obligated.**

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment hereto.

ARTICLE III CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Should the work under the Agreement include Federal monies for purchase of real property, the Federal interest, and therefore the DEPARTMENT's contingent interest, shall be perpetual and recorded as described below. Based on the scope of work, as set forth in Exhibit A, WORK PLAN AND

APPLICABLE PHASE, the DEPARTMENT has determined the economic life of the PROJECT to be Five (5) years from the date of PROJECT Final Acceptance.

Upon any sale or disposition of the PROJECT or the filing of an application for abandonment of the PROJECT under United States Code (U.S.C.) Title 49 Chapter 109 of all or any part of the PROJECT, the SPONSOR shall repay immediately in full to the DEPARTMENT an amount equal to the Federal Share of the funds involved in the improvement or rehabilitation of such part, segment or entirety of the PROJECT under this Agreement, said Federal Share to be determined in accordance with the DEPARTMENT's determination of the fair market value of the PROJECT at the time of disposition.

The term "any sale or disposition" as used in this Article shall mean any sale, abandonment, or disposition (1) for use not consistent with the purposes for which the Federal Share was originally granted pursuant to the Agreement, or (2) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the owner with respect to the owner's obligation thereunder as if the transferee had been the original owner thereof.

Upon completion of the PROJECT, the SPONSOR shall record in the appropriate land records, if applicable, in a form mutually agreeable to the parties hereto, a notice reciting that the property was improved with Federal assistance under this Agreement and that its use and disposition are subject to the terms of this Agreement. Verification of compliance with this paragraph shall be provided to the DEPARTMENT.

ARTICLE IV COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of all Federal, State and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE V EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE VI REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and any amendments thereto, including but not limited to, all reports, drawing, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regard to the use of the property and submit to the DEPARTMENT upon request, such information as is required in order to ensure compliance with this ARTICLE.

ARTICLE VII RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement.

The SPONSOR shall be responsible to perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, Tennessee Valley Authority (TVA) and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The SPONSOR shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

It is understood by the SPONSOR that claims, damages, losses and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall require that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

**ARTICLE VIII
COMPENSATION AND PAYMENT**

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding, herein after referred to as the MOU, executed by the Parties on 01/20/2016 and on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right-of-Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match. Per the MOU the SPONSOR is responsible for 100% of Preliminary Engineering and Right-of-Way acquisition.

The estimated cost of the project is **Eight Hundred Seventy Five Thousand** and No/100 Dollars (**\$875,000.00**). The DEPARTMENT shall reimburse the Sponsor up to eighty percent (80%) of the total cost of all eligible project expenses not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Construction	\$700,000.00	\$175,000.00	\$875,000.00

The total federal contribution for this PROJECT is **Seven Hundred Thousand** and No/100 Dollars (**\$700,000.00**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Federal funds may not be used to reimburse costs incurred by SPONSORS prior to the date construction funds are authorized. The DEPARTMENT will reimburse the SPONSOR for construction expenditures that occur after FHWA funds authorization. Eligible expenditures may include payment to construction contractors, testing, Construction Engineering and Inspection, construction administration and pre-approved Force Account payments to SPONSORS. The PROJECT's total reimbursement cannot exceed the total construction expenditures or the total federal contribution.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT its written recommendation for award including a bid tabulation, the low bidder's Disadvantaged Business

Enterprise (herein after referred to as "DBE") goal sheet, and the SPONSOR's cost estimate. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, then a written Notice to Proceed with Construction, herein after referred to as NTP, will be issued. No work shall begin until this NTP has been issued. Once the NTP is issued by the DEPARTMENT, the SPONSOR will provide the DEPARTMENT with the following: PROJECT PLANS, prime construction contract, all sub-contracts, Notice to Award, and Sponsor's NTP for construction to the prime contractor. A pre-construction meeting will be held with all parties.

The SPONSOR shall coordinate construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved WORK PLAN, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the AGREEMENT's Exhibit A.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly status reports, invoices, DBE reports, etc.; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible costs incurred by the SPONSOR for Administration, Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice, less previous partial payments, amount not to exceed the total federal contribution or the total construction expenditures.

Expense for travel will be an allowable expense for the SPONSOR under this AGREEMENT; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR and provided construction funds were authorized and eligible construction expenditures occurred.

**ARTICLE IX
FINAL PAYMENT**

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Final Acceptance"* form, **Final DBE Report with proofs of payment, Sponsor's Material Certification form with the approved Materials Quality Assurance Form, Sponsor's Statement of Final Project Expenditures with proof of payment, and any other project documentation required to satisfy the requirements of the Environmental Commitments Table** with the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses

**ARTICLE X
RIGHT OF FIRST REFUSAL**

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article III of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

**ARTICLE XI
SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

**ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS**

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT, inclusive of a job cost or project cost report, and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under this Agreement, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee or transferee.

**ARTICLE XIII
SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the DEPARTMENT in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

**ARTICLE XIV
TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for any reason, with or without cause upon thirty (30) days written notice to the SPONSOR,

notwithstanding any just claims by the SPONSOR for payment for services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set out for completion of an approved work authorization may be considered just cause for termination of the Agreement.

ARTICLE XV OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination

of this Agreement without indemnity to the SPONSOR; but should any such information be released by the DEPARTMENT, or by the SPONSOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XVII COPYRIGHTING

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use, the work prepared under this Agreement.

ARTICLE XVIII CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XIX INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its contractors and subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- (1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.
- (2) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000.00) on account of any one occurrence.

- (3) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000.00).
- (4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE XX COMPLIANCE WITH APPLICABLE LAW

A. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENT, AND FEDERAL AUDIT REQUIREMENTS" as stated in Attachment A of this Agreement and will comply in full with said provisions.

B. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of O.C.G.A. Sections 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act" as stated in Attachment B of this Agreement and will comply in full with said provisions.

C. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of the "Sponsor Certification Regarding Debarment, Suspension and Other Responsibility Matters" as stated in Attachment C of this Agreement and will comply in full with said provisions.

D. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964," as amended, and 23 CFR 200, *et seq.* as stated in Attachment D of this Agreement and will comply in with said provisions.

E. The undersigned certify that the provisions of O.C.G.A. Sections 45-10-20 through 45-10-28 relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

F. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

G. IT IS FURTHER AGREED that the SPONSOR shall use its best efforts to subcontract a minimum of **Fourteen** percent (**14%**) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR 26, *et seq.* The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT, for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor. The Sponsor further agrees to the following assurances for participation by Disadvantaged Business Enterprises in Department of Transportation financial assistance programs:

(1) The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Sponsor's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation in this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter to enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

(2) The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate.

H. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

I. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects.

J. IT IS FURTHER AGREED that the SPONSOR shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the SPONSOR without concurrence by the DEPARTMENT, or if the SPONSOR is not compliant with Federal laws and regulations.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

CITY OF LILBURN

Commissioner (SEAL)

MAYOR

ATTEST SIGNATURE:

Treasurer

Witness Signature

Signed, Sealed & Delivered

This ____ Day of _____,
201__.

in the presence of:

Impress Sponsor's Official Seal Here

NOTARY PUBLIC SIGNATURE

Impress Sponsor's Notary Stamp Here

ATTEST SIGNATURE:

Federal Employer Tax No.

**CITY OF LILBURN
AGENDA ITEM 6**

Date:	2/22/18	To: Mayor and Council	3/7/18
From:	Bill Johnsa	Department:	City Manager
Work Session/Reg. Mtg. Date Requested:	3/12/18	Presenter:	Bill Johnsa
Agenda Title:	Sole Source Purchase – PermaTrak North America (Greenway Bridge Replacement)		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):

As part of the Camp Creek Greenway bridge replacement, staff seeks approval for the purchase of PermaTrak bridge components (as specified per plans) in the amount of \$395,658.00. The City Purchasing guidelines account for these types of purchases of proprietary nature. Only Known Source (Sole Source) Purchases are purchases of goods and services that are “so unusual or unique that only one vendor is known to provide this item”. The PermaTrak system is proprietary and falls within our purchasing guidelines as referenced above. Additionally, direct purchase eliminates contractor mark-up; therefore, providing additional savings to the citizens of Lilburn.

Staff Recommendations:

Staff recommends the following: **“Motion to approve sole source purchase to PermaTrak North America in the amount of \$395,658.00. Further, authorize Mayor and/or City Manager to execute all documents on behalf of the City of Lilburn.**”

Department Head Approval:

B. Johnsa

Mayor/Council Signature Required:

YES

NO

List Attachments:

- 1. City of Lilburn Administrative Policy and Procedures – Sole Source Purchases**
- 2. City of Lilburn/PermaTrak N.A. purchasing agreement**

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager’s Initials
YES	SPLOST	\$662,000	\$395,658	BJ

**CITY OF LILBURN
ADMINISTRATIVE POLICY & PROCEDURES**

**SECTION 16
PURCHASING/ ACCOUNTS PAYABLE POLICY & PROCEDURES**

the order should be inspected and compared to both the packing slip that accompanies the order and the purchase documentation. The receiving verification should also provide assurance that the goods arrived in good condition. Any discrepancies in quantity or condition should be noted on the purchase documentation and must be satisfactorily resolved prior to payment. Similarly, any services performed under contract should be verified for completion and correctness prior to payment. Each department is responsible for establishing its own internal procedures to assure accountability for this function. The packing slip should be retained with the purchase documentation.

State Contracts

The State of Georgia Department of Administrative Services maintains statewide contracts on many commodities and services. Many of these contracts are available for use by local governments. Using this source for purchases can save time and money! Since State contracts are already the result of a competitive process, departments are authorized to purchase off of State contracts at the prices bid or negotiated by the State of Georgia in lieu of requirements for obtaining additional competitive prices. Nevertheless, departments are encouraged to spot check State contract prices with prices available for the same item from another source in an effort to obtain the most favorable price.

State contract information can be found on the internet at:
http://statepurchasing.doas.georgia.gov/00/channel_title/0,2094,35226973_35332914,00.html.

Only Known Source (Sole Source) Purchases

“Only known source” purchases are purchases of goods or services that are so unusual or unique that only one vendor is known to provide this item. If a vendor sells a product that is unique in design, but other vendors have products with a different design that performs the same function, then this is **not** an “only known source” situation.

An exception to the requirement of competitive purchasing for any procurement over \$2,000 may be made in the unusual circumstance when a good-faith review of all known or potential vendors determines that there is only a single known source for procurement. Departments must take care to avoid eliminating competition by writing specifications in such manner that needlessly and unfairly results in elimination of sources of supply.

Departments are required to provide a written explanation of any “only known source” purchases and have the purchase approved by the City Manager prior to issuance of a purchase order.

Emergency Purchases

Normal competitive purchasing procedures may be temporarily waived during bona fide emergencies. An emergency is hereby defined as any situation or circumstance that is determined



February 17, 2018

City of Lilburn
340 Main Street
Lilburn, GA 30047
Attn: Mr. Kim Conroy & Mr. Bill Johnsa

Reference: Precast Concrete Boardwalk
Camp Creek Greenway Boardwalk Renovation
Lilburn, GA
PermaTrak™ Project #2016-699

Dear Kim and Bill:

Per your request, I am pleased to present this quotation for the use of the PermaTrak system at the above-named project. The specific components for this quotation are based upon the following documents and/or assumptions:

- Bid drawing sheets PT-01 through PT-10 dated 1/02/2018
- Technical specification 03-4800 Precast Concrete Specialties (PermaTrak)
- Addendum #1

Design Criteria and Components

- Design live load shall be the controlling live load case between 90 psf pedestrian uniform live load, and the H-5 design truck (10,000 lbs.)
- Boardwalk alignment shall follow in general conformance the alignment shown on the above referenced sheets.
- The precast boardwalk will provide for a boardwalk length of 957'-10 1/4" and specifically will include the following components:
 - (186) – Precast concrete beams (9.5" tall, maximum 12'-0" long – maximum 800 lbs. each)
 - (2) – Precast concrete beams (14" tall, maximum 20'-0" long – maximum 3000 lbs. each)
 - (445) – Precast concrete rectangular treads (11'-3" wide) – 1500 lbs. each)
 - (30) – Precast concrete tapered treads (11'-3" wide) – maximum 1810 lbs. each)
 - (332) – Precast concrete curbs with varying lengths. This count includes 12 additional curbs to be installed on the approaches on both ends of the boardwalk. Maximum weight for a single curb is 192 lbs. each.
 - (1916 lf) – rubber cushion bearing pad material to be positioned under the treads and on top of the beams
 - Up to (240) composite clip angles, threaded rod and nuts for securing the treads to the beams. Reference details 1 & 2 on sheet PT-08.

- PermaTrak will supply preformed holes at each base plate location. Prefomed holes must be located a minimum 3" from the edge of the tread.
- All precast components shall be integrally colored with PermaTrak color Adelaide Gray.
- All treads will be formed with PermaTrak's timber texture.
- All precast concrete elements will be a minimum 4000 psi, normal weight

Additionally, PermaTrak will supply the following:

- PermaTrak will supply the boardwalk engineering design and shop drawings showing PermaTrak precast layout and connections to foundations for the PermaTrak system. Submittal signed and sealed by a GA professional engineer.
- Price is quoted as freight on board, unloading is the responsibility of the owner or contractor

Exclusions

- PermaTrak does not supply the railing.
- PermaTrak does not supply the dowel for connection to pier foundation.
- PermaTrak does not provide the adhesive for securing clip angles to the treads.
- Sales Tax
- Installation

Precast Weights:

For the purposes of estimating the required lifting equipment, the maximum pick weight will be approximately 3000 lbs. for a single long beam. All other components weigh less than this component.

Price:

The PermaTrak precast boardwalk system as described above delivered \$395,658.

Delivery Terms: FOB – destination; freight allowed to jobsite. Price as quoted above is inclusive of all shipping costs to the jobsite and is based upon full truck loads as allowed by law. Access to the job site will be provided by the BUYER and shall allow for our loaded trucks to access on their own to such site. Construction of access roads is by the BUYER. Any costs associated with a delay in the delivery date within one week of the agreed upon delivery date, shall be at the BUYER'S expense. Waiting time in excess of one hour at the time of delivery will be charged according to local rates for equipment and operator.

BUYER'S contractor shall communicate delivery requests to PermaTrak at least 7 days in advance of the requested on site delivery date. Due to truck availability we can only commit to 4 truck deliveries per week. PermaTrak will do all we can to arrange more than 4 trucks in a week (if requested) but cannot guarantee this at this time. PermaTrak may be assessed a \$500/day liquidated damage charge if material delivery is the reason for contractor delay provided the required 7-day notice and truck frequency (max. 4 per week) was provided. **PermaTrak will also reimburse the BUYER for any costs passed on to the BUYER from the CONTRACTOR as a result of this delivery delay as well as any costs for the CONTRACTOR to repair or replace any products that are non-conforming through no fault of the CONTRACTOR or BUYER.**

Payment Terms: all subject to credit approval and subject to NO RETAINAGE: Invoicing will occur as follows: 5% of contract price invoiced upon submittal of shop drawings, subsequent invoicing to be sent every 2 weeks for an amount computed based upon the volume produced for that billing period (percent complete). All invoices are net thirty (30) days. A service charge of 1 ½% per month will be charged on unpaid balances after the due date.

This quotation expires in 60 days from the above date.

Handwritten signature and date:
 [Signature]
 2/28/18

This Quotation has been issued either as our self-initiated proposal to you for the products and services discussed herein or in response to your request for proposal for such products and services. Our offer under this Quotation is subject to and includes the Terms and Conditions attached hereto and those appearing in this Quotation. Your acceptance of this offer is expressly made conditional upon your assent to the attached Terms and Conditions and those appearing in this Quotation. Your receipt of possession of the products or permission as to the commencement of the services discussed herein shall constitute such assent, although your indication of assent is not limited to these methods. Should you issue a purchase order for the products or services discussed in the Quotation, the Terms and Conditions attached hereto and those appearing in the Quotation shall apply and any terms and conditions of your order shall not apply unless we specifically agree to such terms or conditions in writing.

Let it be known that the "Terms and Conditions" become a binding part of this proposal when accepted by the CONTRACTOR or BUYER. PermaTrak North America LLC wants to thank you for this opportunity to submit our proposal and look forward to doing business with you.

Accepted this 26th day of February, 2018

Respectfully submitted,

Buyer: [Signature]

PermaTrak North America, LLC

By: CITY OF LILBURN

By: [Signature] 2/28/18

Print Name: WILLIAM H. JOHNSA

Jason V. Philbin, P.E.

Title: CITY MANAGER

Title: President

Buyers P.O. # N/A

TERMS AND CONDITIONS

Note: There is no binding understanding, term, condition, warranty, course of dealing or trade usage not fully expressed in these Terms and Conditions or an Attachment. The Contract constitutes the entire agreement between the parties and shall supersede and invalidate any prior written or verbal agreements that may be or have been in effect for the related subject matter. The terms of an Attachment shall control in the event of any conflict with these Terms and Conditions.

1. **Definitions.** The following definitions apply to these Terms and Conditions:

"Attachment" means any document prepared by PermaTrak that is (i) attached to these Terms and Conditions or (ii) expressly referred to in a document that constitutes an Attachment under (i).

"Contract" means these Terms and Conditions, any Attachment and any document mutually executed by PermaTrak and Purchaser intended to comprise the agreement between the parties for the Products and Services.

"Products" means precast products or other products that PermaTrak is to provide Purchaser in accordance with the Contract.

"Purchaser" means the entity to which PermaTrak is providing Products or Services under the Contract.

"PermaTrak" means PermaTrak North America LLC.

"Services" means all services that PermaTrak performs or has agreed to perform under the Contract.

2. **Payment.** Purchaser agrees to pay in full for the Products and Services without retainer or the right of set-off or back charges or similar charge without PermaTrak's written consent. If Purchaser fails to pay invoices when due or if PermaTrak has reasonable doubt of Purchaser's ability to pay at any time, PermaTrak may demand advance payment for subsequent deliveries or suspend or terminate performance without penalty. Purchaser agrees to comply with any other pricing terms or conditions contained in any Attachment.

3. **Delivery; Title Transfer; Risk of Loss.** Delivery will be FOB destination, with freight allowed to Purchaser's jobsite. Prices quoted include all shipping costs to the jobsite and are based on full truck loads as allowed by law. PermaTrak access to the jobsite will be provided by Purchaser, with all costs of such access to be borne by Purchaser. Any necessary construction of access roads is to be undertaken by Purchaser. Any costs associated with a delay in the delivery date within one week of the agreed upon delivery date shall be at Purchaser's expense. Waiting time in excess of one hour at the time of delivery will be charged according to local rates for equipment and operation. A fuel surcharge fee may also be added at the time of invoice.

4. **Acceptance of Products.** Purchaser shall be deemed to have accepted the Products in the earlier of (i) actual acceptance by Purchaser or Purchaser's representative or (ii) the 5th day after delivery, if Products have not been rejected.

5. **Limited Warranties.** PermaTrak warrants that its precast products will, under normal conditions, maintain their structural integrity and shape for a period of 20 years from the date of installation. The foregoing warranty does not cover damage due to defective foundation work, faulty installation, loads in excess of those for which the products are designed, sudden impact, explosion, earthquake or other forces or conditions not within the scope of normal condition.

With regard to other products, if any, sold by PermaTrak to Purchaser and with regard to Services, if any, provided by PermaTrak to Purchaser, PermaTrak warrants that such products and Services will be free from manifestations of defects in material and workmanship for a period of one year after the date of delivery of the products or performance of the Services.

PERMATRAK MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED.

6. **Limitation of Purchaser's Remedies and PermaTrak's Liability.** In the case of precast products, PermaTrak's liability under this warranty shall be limited to, at PermaTrak's option, either repairing or providing replacements for the nonconforming products. In the case of other products, PermaTrak's liability shall be limited to, at PermaTrak's option, repairing, providing replacements for, or refunding the purchase price of the nonconforming products. In the case of Services, PermaTrak's liability shall be limited to, at PermaTrak's option, reperforming or refunding the amount paid for the nonconforming Services.

This warranty does not cover, and PermaTrak shall not be responsible for, costs and expenses incurred in connection with the removal of nonconforming precast or other products or the installation of replacement precast or other products. PermaTrak's total cumulative liability in any way arising from or pertaining to any Products or Services shall not in any case exceed the purchase price paid by Purchaser for such Products or Services. IN NO EVENT SHALL PERMATRAK HAVE ANY LIABILITY FOR COMMERCIAL LOSS, LOST PROFITS, CLAIMS FOR LABOR, OR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY TYPE, WHETHER PURCHASER'S CLAIM IS FOUNDED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES.

7. **Force Majeure.** In any event and in addition to all other limitations stated herein, PermaTrak shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is (i) due to any act of God, the performance of any government order, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond PermaTrak's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not PermaTrak is capable of settling any such labor problem.

8. **Claims by Purchaser.** Purchaser must notify PermaTrak of any claims for nonconforming or defective Products or Services within 30 days after the date within the applicable warranty period on which the nonconformity or defect was or should have been discovered by Purchaser or Purchaser's representative, or else Purchaser's claim will be barred. In addition, PermaTrak must be given an opportunity to investigate the claim before Purchaser disposes of the Products or prevents performance of the Services, or else Purchaser's claim will be barred. Any lawsuit or other action by Purchaser based upon breach of the Contract must be commenced within one year from the date of delivery by PermaTrak or, in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the applicable warranty period on which the defect is or should have been discovered by Purchaser or Purchaser's representative.

9. **Intellectual Property.** Purchaser acknowledges that it does not have any existing right, title, or interest in or to any intellectual property related to the Products, Services, or designs provided in connection with the Contract. The Contract does not convey any proprietary interest in any intellectual property related to the Products, Services or the designs provided in connection with the Contract, or grant Purchaser any rights of ownership or to the use of these designs.

10. **Taxes.** Prices are exclusive of and subject to federal, state and local taxes where applicable.

11. **PermaTrak's Right of Termination.** In addition to the other rights of termination provided for in the Contract, and if the Contract is made pursuant to any governmental rule or regulation, plan, order or other directive, upon the termination thereof, PermaTrak shall have the option of canceling the Contract in whole or in part.

12. **Waiver.** Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences.

13. **Modification; Assignment.** No modification, assignment or transfer of the Contract after approval shall be binding upon PermaTrak unless in writing and signed by PermaTrak.

14. **Severability.** In case any provision of this Contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. **Applicable Law.** This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina. Purchaser and PermaTrak specifically agree that any legal action brought relating to this Contract will be brought and tried in a state or federal court in Mecklenburg County, North Carolina.

16. **Attorney Fees and Costs.** If any lawsuit is brought to declare the effect of or to enforce any provision of the Terms and Conditions, or to declare the effect of or enforce any right or remedy arising via the quotation and/or the parties' agreement, the prevailing party in such a lawsuit shall be entitled to recover its reasonable attorneys' fees and costs.

**CITY OF LILBURN
AGENDA ITEM 7**

Date:	3/6/18	To: Mayor and Council	3/7/18
From:	Bill Johnsa	Department:	City Manager
Work Session/Reg. Mtg. Date Requested:	3/12/18	Presenter:	Bill Johnsa
Agenda Title:	City Appointment – Lilburn Community Improvement District		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):
The City has been notified by Lilburn CID appointee (Norman Nash), that he will be resigning as the City’s representative on the CID Board. Therefore, it is recommended that Eddie Price fill the vacancy as the City’s representative.

Staff Recommendations:
Staff recommends the following: “Motion to appoint Eddie Price as City of Lilburn representative to the Lilburn Community Improvement District filling the vacancy of Norman Nash. Appointment to become effective immediately upon vacancy.”

Department Head Approval:	B. Johnsa
----------------------------------	------------------

Mayor/Council Signature Required:	YES	NO
--	------------	----

List Attachments:

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager’s Initials
YES	N/A	N/A		BJ

To: Mayor and Council
From: Norman Nash
Subject: CID Appointment
Date: March 1, 2018

It has been an honor serving on the board as the City's representative. I appreciate confidence you had in appointing me to serve on your behalf.

Due to personal commitments, I believe the time is right to appoint a new representative. With this letter, I would like to tender my resignation as the City's appointed member of the Lilburn CID.

Best regards,

A handwritten signature in blue ink, appearing to be the initials 'JN' or similar, written in a cursive style.