

MAYOR AND COUNCIL MEETING
MONDAY, JANUARY 8, 1990
7:30 P.M.

A G E N D A

Meeting called to order.
Silent Prayer and Pledge to the flag.
Reading of Past Minutes.
Swearing in of Newly Elected Officials
Resolution for Serving Citizens
Election of Mayor-Pro-Tem
Oaths

Committee Reports

- A) Planning & Zoning Board
- B) Recreation Board
- C) Clean & Beautiful Committee
- D) Budget & Finance

Old Business

- A) Sign Ordinance- Venita Masters
 - 1) Recommendation of City Manager and Building Inspector
- B) 4-Way stop at Level Creek, Church Street and Ellis St.
- C) Mike Jones, Lillian Pass Buice drainage problem

New Business

- A) Gwinnett Sanitation rate increase
- B) Recommendation from City Manager on Commercial Sanitation rates
- C) Rezoning request for Shumaker Furniture

City Manager Report

- A) Recommendation on Mobile Home Inspection fee
- B) Review of gas rates

City Clerk

Council Reports

Citizens Comments

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MAYOR & COUNCIL MEETING
MONDAY, JANUARY 8, 1990
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, January 5, 1990.

In attendance: Mayor George Haggard, Councilpersons Bobbie Queen, Dave Hawthorne, Bobby Fowler, and Thomas Morris.

Meeting called to order at 7:40 p.m.

Mayor Haggard asks those who want to participate, to join him in a silent prayer. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Queen moves to accept last month's minutes with the changes noted by the city clerk. Second to the motion by Councilperson Fowler. Vote unanimous.

City Attorney Lee Thompson swears in Councilpersons Queen and Hawthorne.

Mayor Haggard reads aloud the resolution recognizing citizens who have made a difference in our community.

Mayor Haggard states that a Mayor Pro Tem needs to be elected for the new year. Councilperson Fowler nominates Councilperson Queen to serve as Mayor Pro Tem. Second to the motion by Councilperson Hawthorne. Vote unanimous. Mayor Haggard thanks Councilperson Hawthorne for serving as Mayor Pro Tem for the past four years and he congratulates Councilperson Queen for her newly appointed position.

Planning & Zoning Board

City Manager Kathy Williamson reads the minutes from both the P&Z and Board of Appeals meetings.

Recreation Board

Councilperson Queen reports that the Recreation Board is starting to form softball leagues. She also reports that they have purchased 3 soccer goals, however, only one is up at this time.

Clean & Beautiful Committee

Joan Hawthorne submits a recommendation to Mayor Haggard for a new board member. Mrs. Hawthorne states that the Sugar Hill Festival will be held on the first Saturday in May, the 5th. It will be held early so that it will not conflict with the other cities festivals and she will write letters to them to the fact. Mrs. Hawthorne also reports that there was a good turnout at the Christmas Party last month.

Budget & Finance

Councilperson Hawthorne states that the audit should be presented to the Mayor and Council in March and it will be more detailed than what he is presenting tonight. The year ended with a surplus of \$40,000 from the

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MAYOR & COUNCIL MEETING
MONDAY, JANUARY 8, 1990
MINUTES, CONT'D.
PAGE 2

overall budget. He reports that the Street & Bridge Fund had a deficit because of paving and patching streets and replacing street signs. The Water & Sewer Fund had a loss of \$82,000, the Gas Fund budget ended with a slight surplus, as well as the Sanitation and General Funds. Mr. Hawthorne reports that the city is in a sound financial position.

Mayor Haggard states that one of his goals for the new year is to push voter registration. He urges residents to come to city hall and register.

Sign Ordinance

City Manager Kathy Williamson states that the city attorney told her that the city could sell permits to the real estate agents as long as they are treated the same as the developers with subdivision signs. Mrs. Williamson recommends however, that the city should not be responsible for putting out and taking up the signs. Mrs. Williamson states that the agents would be responsible for having the signs printed up, however, the city would limit the number of signs each agent is allowed. Mrs. Williamson also states that the locations of each sign would have to be approved by the city manager or building inspector. City Attorney Lee Thompson states that the council could not take any action on this matter at the time because it has to be advertised for 15 days before a public hearing. Venita Masters states that she will draw up a proposal and submit it to the city manager for the next council meeting and she will bring a sign at that time as well. The matter is tabled until the next council meeting when a public hearing will be held.

City Manager Kathy Williamson states that she and the building inspector have made a recommendation to the Mayor and Council which will make the sign ordinance more enforceable. The recommendation will increase the size of sign allowed by 4 square feet. This pertains only to commercial businesses signs. Councilperson Hawthorne states that a section F needs to be added to include real estate sign permits. This matter is tabled also until the next council meeting when a public hearing will be held.

4-Way Stop

City Manager Kathy Williamson reports that she received a call from the county traffic engineers stating they were working on the matter and to please be patient.

Drainage Problems

City Manager Kathy Williamson states that she contacted the city attorney as asked and he did confirm what the city engineer had said, that it was the city's responsibility to correct the drainage problems at the residences of Mike Jones and Lillian Buice. Councilperson Hawthorne asks if the city is responsible for everyone's drainage pipes. City Attorney Lee Thompson states that if the city has been maintaining the drainage pipes then they are responsible, if not, they are not responsible. However, the city is responsible for these two situations because they are

on city right of way. Mrs. Williamson states that it will cost \$2,200 to correct Mr. Jones problem and she does not have a cost estimate for Mrs. Buice's problem. Councilperson Morris states that he would like to see the situation before he made a decision. Mrs. Williamson states that the city would not be able to correct the problem until the spring anyway because of the weather. Councilperson Hawthorne recommends the city manager obtain a cost estimate for Mrs. Buice's problem. Matter tabled until the next council meeting.

Mayor Haggard amends the agenda to discuss Mobile Home Inspection Fees.

Mobile Home Inspection Fees

City Manager Kathy Williamson states that the council voted last month to charge \$25.00 annually to mobile home owners to have their mobile homes inspected each year. However, since then, Mrs. Williamson has found out that the county is also taxing the mobile home owners and we have received many complaints about the mobile home owners being double taxed. Councilperson Morris moves to have the city absorb the cost of the inspections and not charge the mobile home owners. Second to the motion by Councilperson Fowler. Vote 3 for, 1 against - Hawthorne. Motion carried 3 to 1.

Gwinnett Sanitation Rate Increase

City Manager Kathy Williamson states that the contract for our garbage service states that they can assess a 5% increase per year and they did not increase the rates last year, so they are increasing the rates 10% this year. These rates pertain to residential and commercial both, however, the city will absorb the cost of the residential increase and pass on the commercial increases to the businesses. Refer to chart. Councilperson Hawthorne moves to accept the rate increase and to add \$1.00 per yard to the rates. Second to the motion by Councilperson Queen. Vote unanimous.

Trish Talbot, resident manager of Pinetree Circle Apartments, asks why they have to pay \$9.00 per month for curb garbage service, when homeowners are paying \$5.00 per month for backyard garbage service. City Manager Kathy Williamson states that she should be receiving backyard service and the reason their rates are higher is because of the rate of bad debt that renters leave behind. Mrs. Williamson states that the city clerk will do a comparison of the renters vs. homeowners to see if this is still true. Mayor Haggard states that we will do what we can to help.

Public Hearing - Rezoning Request - Shumaker Furniture - W. Broad St.

City Manager Kathy Williamson states that the P&Z board recommended the council approve the rezoning request from BG to LM. Mark Shumaker states that they would like to add a 30x30 room for storage onto their building. Mr. Shumaker states that when he came to city hall to talk to the building inspector about it, the building inspector had suggested he have the property rezoned so he would not run into any problems. Councilperson Hawthorne states that the issue is that the building is non-conforming.

After discussion, the council agrees that the place of business is considered to be a service store since he repairs and refinishes furniture and he would be allowed to build onto his place of business. Therefore, there was no action taken on the matter.

Review of Gas Rates

City Manager Kathy Williamson states that this is only for the council to review. Refer to chart.

Mrs. Williamson states to Mr. Hubert Hosch that Danny Hughes is working on correcting his gas line problem.

Councilperson Hawthorne states that during the cold snap we endured, gas rates increased because of the demand for gas. Atlanta Gas Light Company sold gas at a loss, however, they are planning to increase the rates in the near future to make up for the loss. Mr. Hawthorne states that the City of Sugar Hill also sold gas at a loss, however, we will not increase the gas rates to make up for the loss.

Council Reports

Councilperson Hawthorne states that the first Betterment Committee meeting will be held on Monday, January 15, at 7:30 p.m. here at city hall. He reports that approximately 20 citizens have volunteered to serve on this committee.

Mayor Haggard appoints Liasons to serve on the boards: Councilperson Hawthorne - Budget & Finance, Councilperson Fowler - P&Z and Appeals Board, Councilperson Queen - Recreation, Councilperson Morris - Personnel, and Councilpersons Queen and Morris to co-chair the Clean & Beautiful Committee.

Citizens Reports

The resident manager of Apple Ridge MHP states that they have been having problems with the odor and rats coming from the landfill. He states that they are loosing business because of this problem. Mrs. Williamson states that this is the first she has heard of this but she will contact Button Gwinnett Landfill and see what she can do.

Councilperson Hawthorne moves to recess into a personnel meeting. Second to the motion by Councilperson Queen. Vote unanimous.

Meeting called back to order at 9:30 p.m.

Martin Luther King Day

Councilperson Morris moves to make MLK Day a regular holiday for the city employees. Motion dies for lack of second.

MAYOR & COUNCIL MEETING
MONDAY, JANUARY 8, 1990
MINUTES, CONT'D.
PAGE 5

Utility Deposit Ordinance

City Manager Kathy Williamson presents the council with an ordinance concerning utility deposits and tenants paying any bad debt left behind by renters. She states that this is only for their review.

Councilperson Hawthorne moves to request the legislature to annex the sewer property into the city limits of Sugar Hill by legislative action. Second to the motion by Councilperson Morris. Vote unanimous.

Adjournment

Councilperson Hawthorne moves to adjourn the council meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Meeting adjourned at 10:25 p.m.

Judy L. Foster

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OATH OF OFFICE
CITY OF SUGAR HILL

"I, Bobbie Queen, do solemnly swear or affirm that I will support the Constitution of the United States, the Constitution of the State of Georgia, and the Charter and Ordinances of the City of Sugar Hill; and that I will, to the best of my ability, faithfully perform the duties of the office of Councilperson during my continuance therein, so help me God."

Bobbie Queen
Councilperson Bobbie Queen

Lee Thompson
Lee Thompson, City Attorney

Jun. 8, 1990
Date



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OATH OF OFFICE
CITY OF SUGAR HILL

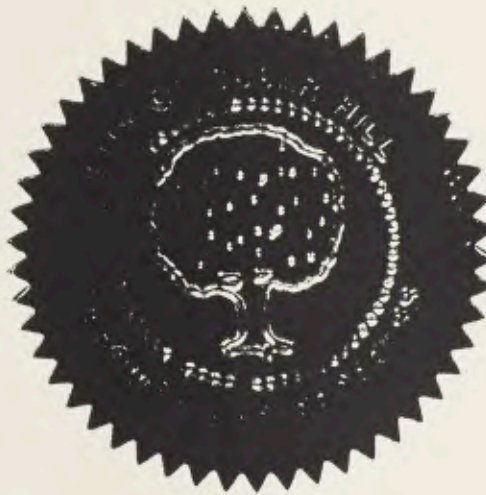
"I, David L. Hawthorne, do solemnly swear or affirm that I will support the Constitution of the United States, the Constitution of the State of Georgia, and the Charter and Ordinances of the City of Sugar Hill; and that I will, to the best of my ability, faithfully perform the duties of the office of Councilperson during my continuance therein, so help me God."

David L. Hawthorne

Councilperson David Hawthorne

Lee Thompson
Lee Thompson, City Attorney

Jan. 8, 1990
Date



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RESOLUTION OF SERVING CITIZENS

WHEREAS, THE CITY OF SUGAR HILL, GEORGIA RECONIZES IT'S RICH NATURAL RESOURCES IN IT'S CITIZENS; AND

WHEREAS, THE MAYOR AND COUNCIL OF THE CITY OF SUGAR HILL WOULD LIKE TO RECONIZE THESE CITIZENS BOTH PRESENT AND DECEASED FOR THEIR TIME AND DEDICATION TO THE COMMUNTIY; AND

WHEREAS, THIS DEDICATION THEY HAVE CONTRIBUTED TO THE CITY OF SUGAR HILL AND THE SURROUNDING COMMUNTIY HAS MADE THIS A BETTER PLACE TO LIVE; AND

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND COUNCIL OF THE CITY OF SUGAR HILL, THAT DEEP APPRECIATION IS ATTRIBUTED TO THOSE CITIZENS AND THEIR EFFORTS;

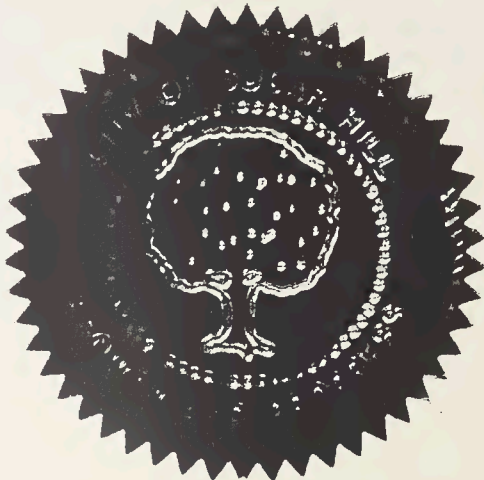
IT IS SO RESOLVED,

THIS 8th DAY OF Jan. 1990.


MAYOR GEORGE HAGGARD


ATTEST BY THE CITY CLERK

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CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



January 3, 1990

Memo

To: Mayor and Council

From: City Manager and Building Inspector

Subject: Recommendation for sign ordinance

A) Any commercial business, professional office, school or church located on a highway with a speed limit of 50 miles an hour or greater may place a double sided sign not to exceed 40 square feet or height of the zoning. The sign cannot be installed on right-of-ways. One identification sign can be placed on the property. Proposed signs should be submitted by drawing for approval of the City Building Inspector or City Manager, before the sign is placed.

B) All other commercial business and professional offices must conform to a double-sided 36 square foot identification sign. Height of sign not to exceed zoning. Proposed signs should be submitted by drawing for approval of the City Building Inspector or City Manager, before the sign is placed.

C) Portable curb signs or trailer signs are prohibited.

D) Signs attached to any street signs or markers, traffic control signs or devices or attached to or painted on any pole, post, tree, rock, shrub, plant or other natural object or feature are prohibited.

E) Real estate signs may be obtained from the city for new subdivisions. These signs are placed by the city on Friday afternoon and removed by the city on Monday morning. The cost to permit each sign is \$250.00. Location of each sign is approved by the City Manager.

Modification of existing ordinance Page 16 paragraph 3
Section 609 Sight distance should be changed from 100 feet
to 200 feet.

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CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



November 16, 1989

Gwinnett County
Mr. Bob Manning
75 Langly Dr.
Lawrenceville, GA 30245

Dear Bob:

The Mayor and Council is requesting a traffic study from your department to place a four way stop at Level Creek, Church Street and Ellis Road.

This intersection is very dangerous because of the amount of school traffic traveling on Level Creek Road.

We appreciate your assistance in this matter and if you need more information, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Williamson".

Kathy Williamson
City Manager
City of Sugar Hill

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KECK & WOOD, INC.

ENGINEERS • DESIGNERS
MANAGERS • PLANNERS
COMPUTER SPECIALISTS

3722 PLEASANTDALE ROAD (404)939-1334
ATLANTA, GEORGIA 30340

November 15, 1989

Mrs. Kathy Williamson
City Manager
4988 West Broad Street
Sugar Hill, Georgia 30518

Re: Storm Drainage
Hidden Circle Drive
Our Reference No. 890108.20

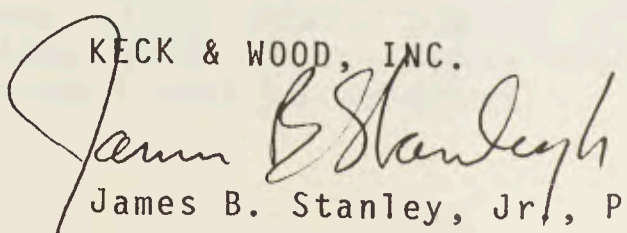
Dear Mrs. Williamson:

On November 9, 1989 I inspected storm drainage problems which exist along the western side of Hidden Circle Drive. Problems there appear to be related to deteriorated and undersized storm drainage pipes. Existing pipes have caved in in front of 1214 Hidden Circle Drive and have blocked flows from across the street. During high flow periods, storm water now discharges into the front yard and causes basement flooding. In addition, the existing storm drain extending between 1224 and 1234 Hidden Circle Drive is inadequately sized.

We recommend that new storm drain piping be installed in front of 1214 and 1224 Hidden Circle Drive to connect to a new junction box over the existing storm drain which crosses Hidden Circle Drive. New storm drain pipe will also be needed from the junction box to the open ditch behind 1224 Hidden Circle Drive. We recommend pipe sizes of at least 18 inch diameter. Please note that formal drainage easement should be obtained if one does not already exist to cross lot 1224.

Yours truly,

KECK & WOOD, INC.


James B. Stanley, Jr., P.E.

JBS/haj

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TENNANT, DAVIDSON, THOMPSON & SWEENEY, P.C.
Law Offices

T. MICHAEL TENNANT
GERALD DAVIDSON, JR.
V. LEE THOMPSON, JR.
VICTORIA SWEENEY
TERESA THOMAS AITKENS
BROCK E. PERRY
GLENN P. STEPHENS
KATHRYN McCART SCHRADER
MELANIE W. BIONDI

Longleaf Commons
690 Longleaf Drive, Lawrenceville, GA 30245
Telephone: 404/963-1997
Telephone Copier: 404/822-2913

Mailing Address
P.O. Drawer 1250
Lawrenceville, Georgia 30246

January 5, 1990

Mrs. Kathy Williamson
City Manager
City of Sugar Hill
Sugar Hill, GA

Re: Storm Drainage Hidden Circle Drive

Dear Kathy:

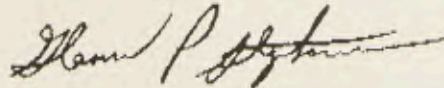
This letter is in response to a request by you that we review a letter from Keck & Wood in regards to storm drainage problems in the Hidden Circle Subdivision. Jim Stanley stated in that letter that new storm drain pipe may be needed along certain lots in that subdivision. In that respect, it was necessary to investigate whether or not the City of Sugar Hill would be responsible for replacing said pipes and whether drainage easements existed in Hidden Circle Subdivision.

We believe that the City of Sugar Hill is responsible for the replacement or repair of the storm drain pipes in the Hidden Circle subdivision due to the fact that most of the storm drains are placed along the city's right-of-way. As to the question of existence of drainage easements in the subdivision, I examined the recorded subdivision plat, a copy of which is attached, which clearly indicated that no drainage easements are present along any of the lots in that subdivision. If Keck & Wood determines that any of the repaired or replaced storm drain piping will be positioned outside the City's fifty foot right-of-way along the subdivision streets, drainage easements must be obtained.

We will be happy to assist the City or Keck & Wood in obtaining these easements if necessary. If you have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely yours,

TENNANT, DAVIDSON,
THOMPSON & SWEENEY, P.C.



Glenn P. Stephens

GPS/jb
Enclosure

cc: V. Lee Thompson, Jr.

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CITY OF SUGAR HILL
COMMERCIAL PRICE LIST
1990

SIZE	<u>1X/A/WK</u>	<u>2X/A/WK</u>	<u>3X/A/WK</u>	<u>4X/A/WK</u>	<u>5X/A/WK</u>	<u>6X/A/WK</u>
2 YARD	31.81	46.87				
4 YARD	46.87	70.69	107.10	141.38	167.30	197.41
6 YARD	61.93	107.10	152.24	197.41	242.56	287.73
8 YARD	76.98	141.38	197.41	257.62	301.05	378.03

INCREASE OF 10 %

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



December 15, 1989

Commercial Price List for Sanitation

City of Sugar Hill

Dumpster	Price	Pick-up
2 Yard	\$ 28.92	1/A/WK
4 Yard	\$ 42.61	1/A/WK
4 Yard	\$ 69.98	2/A/WK
6 Yard	\$ 56.30	1/A/WK
8 Yard	\$ 69.98	1/A/WK
8 Yard	\$128.53	2/A/WK

Gwinnett County

Dumpster	Price	Pick-up
2 Yard	\$ 38.50	1/A/WK
4 Yard	\$ 54.00	1/A/WK
4 Yard	\$ 93.00	2/A/WK
6 Yard	\$ 67.00	1/A/WK
8 Yard	\$ 80.50	1/A/WK
8 Yard	\$146.50	2/A/WK

Effective date August 1, 1989

KW/rf

PLANNING & ZONING BOARD'S REZONING RECOMMENDATION TO THE
MAYOR AND COUNCIL OF THE CITY OF SUGAR HILL

DATE OF P&Z MEETING 12.18/89

COMMENTS MADE BY P&Z BOARD ON REZONING:

Recommend to the Mayor & Council to rezone the property at
4938 W. Broad Street from BG to LM.

RECOMMENDATION FROM P&Z BOARD:

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

CITY MANAGER

CITY CLERK

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Jack and/or Mark Shainaker
has the power to act in my behalf
at the zoning hearing regarding the property
on West Broad Street belonging to me.

17/16/89 Kenneth E. Bennett

Helen Bennett
Notary Public

My Commission Expires 4/30/93.

3rd Monday 12/18/89
7:30

CITY OF SUGAR HILL
REZONING APPLICATION
FEE \$50.00

DATE OF APPLICATION 12-4-89
PROPERTY OWNER'S NAME Kenneth E. Martin
PROPERTY OWNER'S ADDRESS Route #2 Box 2240
Maysville GA. 30558
4938 W. Board Street
Shunaker Furniture

ATTACH LEGAL DESCRIPTION AND PLAT OF PROPERTY

7-292-62

DESCRIPTION OF PROPOSED USE: FURNITURE REPAIR, MAINTENANCE,
REFINISHING

TIMETABLE FOR DEVELOPMENT: ALREADY IN OPERATION

EXISTING ZONING GENERAL BUSINESS PROPOSED ZONING LIGHT MANUFACTURING

SIGN ERECTED ON PROPERTY: YES NO

Resolving notices sent out

Kenneth E. Martin

FOR ADMINISTRATIVE USE ONLY

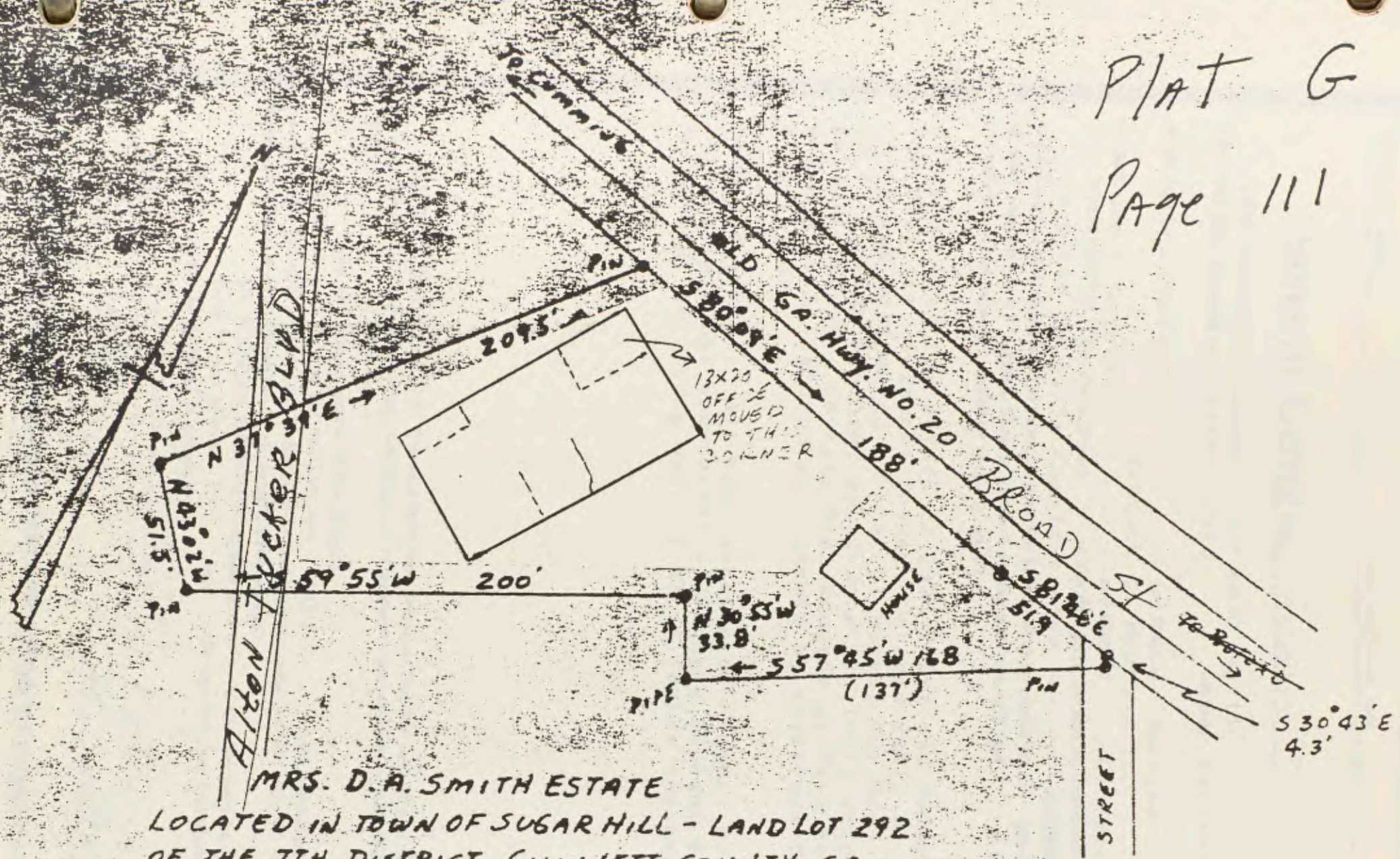
DATE APPLICATION RECEIVED 12/4/89
RECEIVED BY Holly A. Burrell
FEE PAID \$50.00 CHECK # 218

PAID
DEC 04 1989

CITY OF
SUGAR HILL

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PLAT G
 Page 111



MRS. D. A. SMITH ESTATE
 LOCATED IN TOWN OF SUGAR HILL - LAND LOT 292
 OF THE 7TH. DISTRICT, GWINNETT COUNTY, GA.

SURVEYED JUNE 18, 1957 SCALE: 1 IN. = 60 FT.
 C. M. HIGGINBOTHAM, SURVEYOR.
 LAWRENCEVILLE, GA.
 GA. REG. NO. 1085

PRESENT OWNER:
 KENNETH MARTIN

State of Georgia, GWINNETT County

THIS INDENTURE, Made this 3rd day of April in the year of our Lord One Thousand Nine Hundred and Eighty Five between Patricia Porter & Kenneth E. Martin, Sr. of the County of Gwinnett and State of Georgia of the first part, and Kenneth E. Martin, Sr. of the County of Gwinnett and State of Georgia of the second part

WITNESSETH, That the said part of the first part, for and in consideration of the sum of Ten Dollars and Other Valuable Consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant, bargain, sell and convey unto the said part y of the second part Their heirs and assigns, all the following described property, to wit:

All that tract or parcel of land lying and being in land lot 292, 7th District, Gwinnett County, Georgia (City of Sugar Hill) as shown and delineated on plat of survey for Mrs. D. A. Smith Estate by C. M. Higginbotham, dated June 18, 1957, which plat is recorded in Gwinnett County, Georgia Plat Records at Plat Book 3, Page 111B, which plat is incorporated herein by reference for a more complete description.

Less and except: All that portion of subject property lying and being within the boundaries of Georgia Highway #20, Alton Tucker Boulevard, and lying west of Alton Tucker Boulevard.

TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Kenneth E. Martin, Sr. the said part y of the second part heirs and assigns forever in Fee Simple.

And the said part y of the first part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said part y of the second part heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said part y of the first part has hereunto set her hand and affixed her seal the day and year first above written.

Signed, sealed and delivered in presence of: Notary Public, Georgia, State at Large, My Commission Expires Feb. 27, 1968

Shirley Lenth

James M. Brown, Jr.

Patricia Porter

Kenneth E. Martin

(Seal)

(Seal)

FEB MAR APR MAY JUN

REZONING NOTICES SENT OUT TO

7-292-61

Jene Bagley 4938 First Avenue

- 43

Mrs. B.F. Martin 4940 W. Broad Street

- 51

Wendell Freeman 4945 Hannah Street

~~- 50~~

- 71

A.C. Gilmer 4939 W. Broad Street

- 72

Twenty North Realty Inc. P.O. Box 493 Buford

- 188

A.J. Braswell 3295 NE Northcrest Rd Atlanta Ga 30340

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CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



January, 3, 1990

Memo

To: Mayor and Council
From: City Manager
Subject: Yearly Inspection fees for mobile homes

The city has received several calls about the new yearly inspection fee for mobile homes. The mobile home owners state that they would be taxed twice for this service. Their reasoning comes from the county accessing them for yearly advalorem and inspection taxes and for depreciating of their mobile home at that time.

The \$25.00 fee the city is going to access them is only going to generate approximately \$4,000.00 for the city.

I feel with the increase on our building inspection that at this time we can absorb this cost.

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December 13, 1989

Update On Gas Increases for 1989-1990

	1989	1990	Difference
Throughput	188,252	216,846	28,594
Fixed Unit Cost	0.06	0.41	0.35
Variable Unit Cost	2.73	2.60	(0.13)
Total Unit Cost	2.79 @ Decatherm (.279 @ therm)	3.01 (.301 @ therm)	.22 (.022 @ therm)

	1989 Inside	1989 Outside
Sugar Hill Charge	.645	.710
Unit Cost	[.279]	[.279]
O & M	[.246]	[.281]
Net Profit	.120 / unit	.150 / Unit

	1990 Inside	1990 Outside
Sugar Hill Charge	.645	.710
Unit Cost	[.301]	[.301]
O & M	[.270] 10% in.	[.305]
Net Profit	.074 / unit	.104 / Unit

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CALLED MAYOR & COUNCIL MEETING
MONDAY, JANUARY 22, 1990
8:30 P.M.

A G E N D A

A) Review of Fees

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CALLED MAYOR & COUNCIL MEETING
MONDAY, JANUARY 22, 1990
8:30 P.M.

MINUTES

In attendance: Mayor Haggard, Mayor Pro Tem Queen and Councilpersons Morris, Hawthorne, and Fowler.

Appeals Board

City Manager Kathy Williamson states that she has some concerns about the authority the Board of Appeals have and what the limitations are to this authority. Councilperson Hawthorne moves to have the city manager set up a seminar with the Board of Appeals and the P&Z Board and the city attorney will address the seminar concerning the matter of the authorities each board has. Second to the motion by Councilperson Morris. Vote unanimous.

Business License Classifications

City Manager Kathy Williamson states that the council did not adopt a classification schedule when the business license fee schedule was adopted. Therefore, she recommends the council adopt the same classification schedule as Gwinnett County. Councilperson Hawthorne moves to adopt the Gwinnett County Classification Schedule. Second to the motion by Councilperson Queen. Vote unanimous.

Councilperson Fowler moves to adjourn the meeting. Second to the motion by Councilperson Queen. Vote unanimous.

Meeting adjourned at 10:50 p.m.

Judy Foster

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CITY OF SUGAR HILL
BUSINESS LICENSE FEE SCHEDULE

TYPE I. MANUFACTURERS - Base fee of \$100 plus per employee fee:

<u>Number of Employees</u>	<u>Rate per Employee</u>
1 - 5	\$ 7.00
6 - 10	14.00
11 - 25	12.00
26 - 50	11.00
51 - 100	9.00
101 - 200	8.00
201 - 500	7.00
501 - 1000	6.00
1001 - 2000	5.00
2001 - over	4.00

TYPE II. NON-MANUFACTURERS - Base fee of \$35.00
Plus per employee fee 2 - 5.....\$ 4.00
6 & up.... 5.00
Plus gross receipts percentage - .0004

TYPE III. MISCELLANEOUS

Insurance Office.....\$ 125.00
Professionals..... 150.00 each
Passenger Carrying Vehicles..... 50.00 each vehicle
Game Devices..... 25.00 each
Mobile Home Parks..... 12.00 per lot
Beer Sales..... 500.00
Wine Sales..... 500.00

Real Estate Companies/Brokers/Sales

1 - 3 Agents.....\$ 150.00 includes Broker
4 - 6 Agents..... 300.00
7 - 10 Agents..... 500.00
11 & up..... 800.00

IN GENERAL

MAXIMUM FEE - \$25,000

PRO-RATE QUARTERLY - APRIL/JULY/OCTOBER

EFFECTIVE JANUARY 1, 1990

BUISNESS LICENSE FEE COST COMPARISON

PROPOSED
SUGAR HILL

GWINNETT COUNTY

SUWANEE

Non-manufacturers:

Base Fee - \$35.00
Per Employee - \$4.00 to \$5.00
Gross Receipts- .0004% of sales

Non-manufacturers:

Base Fee - \$50.00
Per Employee - \$5.00
Gross Receipts- .0005% of sales

Non-manufacturers:

Base Fee - \$35.00
Per Employee - \$4.00-\$5.00
Gross Receipts- .0004% of sales

Manufacturers:

Base Fee - \$100.00
Per Employee - \$14.00 to \$4.00
based on size
of operation

Manufacturers:

Base Fee - \$150.00
Per Employee - \$15.00 to \$4.00
based on size
of operation

Manufacturers:

Base Fee - \$100.00
Per Employee \$14.00 to \$4.00
based on size
of operation

Maximum Fee - \$25,000

Maximum Fee - \$25,000

Maximum Fee - \$25,000

\$775.00*

\$900.00*

\$775.00*

*Rate at which a manufacturing plant with 75 employees would pay annually.

Under the old Sugar Hill schedule it is estimated the same manufacturer would pay \$400.00 for 51-75 employees

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CALLED MAYOR & COUNCIL MEETING
TUESDAY, JANUARY 30, 1990
7:30 P.M.

A G E N D A

- A) Resolution
- B) Golf Course Aerial Pictures
- C) Request for Beer & Wine License -
Lex Cates - Peachtree Ind. Blvd.

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CALLLED MAYOR & COUNCIL MEETING
TUESDAY, JANUARY 30, 1990
7:30 P.M.

M I N U T E S

In attendance: Mayor Haggard, Councilpersons Queen, Fowler, Morris and Hawthorne.

Meeting called to order at 7:35 p.m.

Resolution

City Attorney Lee Thompson states that the council need to adopt this resolution to annex the golf course property into the city limits of Sugar Hill. (See attached resolution.) City Manager Kathy Williamson states that she and Councilperson Queen met with Donn Peevy concerning this matter which would have to go through the legislature, and he stated that he would have no problem with it as long as no contingent property owners were opposed to it. Councilperson Hawthorne moves to adopt the resolution as read by the city attorney. Second to the motion by Councilperson Morris. Vote unanimous.

Aerial Photos of Golf Course

City Manager Kathy Williamson explains that this company approached her about purchasing aerial photos of the golf course and she felt they would be nice to have in the clubhouse at the golf course. The cost of the photos would be \$80.00 per month. She said she would have them make 11x14 pictures instead of 8x10 pictures since they are the same price. Councilperson Hawthorne moves to purchase the aerial photos and for them to be paid out of the golf course budgeted money. Second to the motion by Councilperson Queen. Vote unanimous.

Beer & Wine Business License - Lex Cates

City Manager Kathy Williamson states that Mr. Cates has applied for a beer and wine business license and she has reviewed the location and recommends the council grant him approval so he can obtain his state license to sell it. Councilperson Morris moves to approve the request. Second to the motion by Councilperson Queen. Councilperson Hawthorne reads from the City Code that it has to be discussed at a regular meeting and this is a called meeting. City Attorney Lee Thompson agrees with Mr. Hawthorne. Mr. Thompson also states that Mr. Cates can apply for his state license, however, they will not issue it until the council grants approval. Councilperson Morris withdraws his motion and Councilperson Queen withdraws her second. Mrs. Williamson states that she will write Mr. Cates a letter to the effect and this matter will be on the agenda for the regular February council meeting.

Councilperson Queen moves to adjourn the meeting. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Meeting adjourned at 8:00 p.m.

Judy Foster

RESOLUTION

WHEREAS, the City of Sugar Hill is the owner of certain property located in Land Lots 346, 347, 348, 366 and 367 of the 7th Land District of Gwinnett County, Georgia, which property is described on Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, property is presently being developed as a spray irrigation wastewater treatment facility and public golf course; and

WHEREAS, this property is presently located outside of the corporate limits of the City of Sugar Hill, and presently, may only be added to the corporate limits of the City of Sugar Hill, by action of the Georgia General Assembly; and

WHEREAS, the Mayor and Council of the City of Sugar Hill, believe that it would be in the best interest of the citizens of the City of Sugar Hill to have this property added to the corporate limits of the City of Sugar Hill; and

WHEREAS, the Mayor and Council of the City of Sugar Hill, desire to have local legislation introduced to add this property to the corporate limits of the City of Sugar Hill;

IT IS HEREBY RESOLVED that the Mayor and Council of the City of Sugar Hill request that each of the State Representatives and State Senators elected from Gwinnett County support legislation amending the Charter of the City of Sugar Hill, Georgia, to provide for a change in the corporate limits of the City.

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IT IS SO RESOLVED this 30 day of January, 1990.

Logis Haggard
Mayor

Bobbie Queen
Council Member

Thomas E. Mansfield
Council Member

David L. Howell
Council Member

Robert C. Fowles
Council Member

Council Member

Attest:

Judy Foster
Clerk

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EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 346, 347, 348, 366 and 367 of the 7th Land District, Gwinnett County, Georgia designated as Tracts 6, 7, 8, 9, 10 and 11 on that certain plat of survey prepared for Guy Findley and Baron Herman, Inc. dated October 9, 1987, last revised November 4, 1987, and being recorded at Plat Book 44, Page 196, Gwinnett County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point which is the intersection of Land Lots 366, 365, 347 and 348 of the 7th Land District of Gwinnett County, running thence along the Land Lot line separating land Lots 366 and 347, South 60 degrees 11 minutes 2 seconds West, a distance of 50 feet, to an iron pin found; thence South 88 degrees 49 minutes 09 seconds East, a distance of 1661.58 feet, to a point; thence North 53 degrees 23 minutes 26 seconds East, a distance of 315.60 feet, to a point; thence North 88 degrees 44 minutes 19 seconds East, a distance of 309.73 feet, to a point; thence South 55 degrees 29 minutes 04 seconds East, a distance of 150 feet, to a point on the northwest right-of-way of Suwanee-Buford Dam Road (80 foot right-of-way); thence South 34 degrees 48 minutes 54 seconds West, a distance of 101.19 feet, to an iron pin placed; thence South 34 degrees 30 minutes 56 seconds West, a distance of 47.77 feet, to a point; thence South 31 degrees 44 minutes 25 seconds West, a distance of 32.24 feet, to a point; thence leaving said right-of-way of Suwanee-Buford Dam Road and running South 60 degrees 00 minutes 00 seconds West, a distance of 801.25 feet, to a point; thence South 65 degrees 29 minutes 43 seconds West, a distance of 73.12 feet to a point; thence South 52 degrees 53 minutes 18 seconds West, a distance of 39.68 feet, to a point; thence South 31 degrees 32 minutes 08 seconds West, a distance of 50.30 feet, to a point; thence South 21 degrees 44 minutes 40 seconds West, a distance of 50.48 feet, to a point; thence South 09 degrees 49 minutes 25 seconds West, a distance of 404.43 feet, to a point; thence South 01 degree 25 minutes 49 seconds West a distance of 102.81 feet, to a point; thence South 12 degrees 41 minutes 16 seconds East, a distance of 76.31 feet, to a point on the Suwanee-Buford Dam Road (80 foot right-of-way); thence continuing along said right-of-way South 33 degrees 53 minutes 24 seconds West, a distance of 421.37 feet, to a point; thence leaving said right-of-way and running South 68 degrees 46 minutes 39 seconds West, a distance of 56.14 feet to a point; thence South 61 degrees 17 minutes 47 seconds West, a distance of 40.97 feet, to a point; thence South 56 degrees 49 minutes 16 seconds West, a distance of 21.19 feet, to a point; thence South 30 degrees 05 minutes 47 seconds East, a distance of 65.18 feet, to a point on the said right-of-way of Suwanee-Buford Dam Road; thence continuing along said right-of-way South 33 degrees 25 minutes 35 seconds West, a distance of 364.81 feet, to a point; thence South 26 degrees 38 minutes 14 seconds West, a distance of 130.48 feet, to a point; thence South 17 degrees 15 minutes 15 seconds West, a distance of 136.01 feet, to a point; thence South 08 degrees 12 minutes 26 seconds West, a distance of 123.11 feet, to a point; thence leaving

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said right-of-way of Suwanee-Buford Dam Road and running North 14 degrees 56 minutes 34 seconds West, a distance of 178.18 feet, to a point; thence South 77 degrees 27 minutes 01 second West, a distance of 267.98 feet to a point; thence South 27 degrees 31 minutes 13 seconds West, a distance of 241.38 feet, to a point; thence South 80 degrees 56 minutes 35 seconds West, a distance of 739.60 feet, to a point; thence South 82 degrees 52 minutes 26 seconds West, a distance of 94.41 feet, to a point; thence North 48 degrees 31 minutes 13 seconds West, a distance of 433.50 feet, to a point; thence North 48 degrees 21 minutes 52 seconds West, a distance of 1185.85 feet, to a point; thence South 11 degrees 15 minutes 03 seconds West, a distance of 1502.23 feet, to an iron pin found on the northern right-of-way of Georgia Highway #20 (100 foot right-of-way); running thence along said right-of-way North 81 degrees 18 minutes 30 seconds West, a distance of 635.33 feet, to a point; thence North 19 degrees 14 minutes 40 seconds East, a distance of 1454.49 feet, to a point; thence South 65 degrees 10 minutes 03 seconds West, a distance of 75 feet to a point; thence South 65 degrees 10 minutes 03 seconds West, a distance of 325.50 feet, to a point; thence South 65 degrees 10 minutes 39 seconds West, a distance of 303.62 feet, to a point; thence North 29 degrees 53 minutes 48 seconds West, a distance of 1177.20 feet, to a point; thence South 81 degrees 01 minute 00 seconds West, a distance of 581.85 feet to a point; thence North 00 degrees 50 minutes 36 seconds West, a distance of 707.95 feet, to a point; thence North 38 degrees 22 minutes 07 seconds East, a distance of 565.70 feet, to a point; thence North 38 degrees 22 minutes 07 seconds East, a distance of 96.53 feet, to a point; thence North 62 degrees 59 minutes 03 seconds East, a distance of 100 feet to a point; thence North 62 degrees 59 minutes 03 seconds East, a distance of 272.42 feet to a point; thence South 32 degrees 36 minutes 48 seconds East, a distance of 504.66 feet, to a point; thence South 51 degrees 40 minutes 49 seconds East, a distance of 361.17 feet, to a point; thence North 73 degrees 40 minutes 19 seconds East, a distance of 319.82 feet to a point; thence South 41 degrees 10 minutes 00 seconds East, a distance of 85.67 feet, to a point; thence South 41 degrees 10 minutes 00 seconds East, a distance of 186.83 feet to a point; thence North 69 degrees 30 minutes 00 seconds East, a distance of 181.40 feet to a point; thence North 24 degrees 50 minutes 00 seconds East, a distance of 121.08 feet, to a point; thence North 24 degrees 50 minutes 00 seconds East, a distance of 335.32 feet, to a point; thence North 11 degrees 13 minutes 38 seconds East, a distance of 607.92 feet, to a point; thence North 72 degrees 48 minutes 10 seconds East, a distance of 267.18 feet, to a point; thence South 41 degrees 59 minutes 22 seconds East, a distance of 265.38 feet, to a point; thence South 02 degrees 20 minutes 30 seconds West, a distance of 175.72 feet, to a point; thence South 47 degrees 03 minutes 41 seconds East, a distance of 253.64 feet, to a point; thence South 84 degrees 29 minutes 37 seconds East, a distance of 513.59 feet to a point; thence South 29 degrees 06 minutes 11 seconds East, a distance of 505.11 feet, to the point of beginning.

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MEMO

TO: MAYOR AND COUNCIL
FROM: CITY MANAGER
DATE: JANUARY 30, 1990
RE: AERIAL PHOTOGRAPHY OF GOLF COURSE PROJECT

Smith Aerial Photography has taken some preliminary photos of the golf course. They have rates to take these photos on a regular basis.

Their original price was \$95.00 once monthly. They have negotiated the price to once monthly for \$80.00.

It would be beneficial for the city to have this documentation to refer to in the future.

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MAYOR & COUNCIL WORK SESSION
THURSDAY, FEBRUARY 8, 1990
7:30 P.M.

A G E N D A

- A) Discussion of Bid for Last Nine Holes of Golf Course
- B) Clubhouse
- C) Richland Creek Lines

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MAYOR & COUNCIL WORK SESSION
THURSDAY, FEBRUARY 8, 1990
7:30 P.M.

M I N U T E S

In attendance: Mayor Haggard, Councilpersons Queen, Morris, Fowler and Hawthorne.

Meeting called to order at 7:30 p.m.

Golf Course - Last 9 Holes

The cost to grade the last 9 holes of the golf course would be \$81,000.00 and the cost to grass the last 9 holes would be \$800.00 per acre with 35 acres for a total of \$28,000.00. Councilperson Hawthorne states that #1 hole on the Blue Course should be cleared and graded now and have other holes within the trees. General Concensus.

Clubhouse

City Engineer Jim Stanley states that the estimate of grading of clubhouse and road was high because of extra rock. The estimate was \$80,000.00 - \$85,000.00. Councilperson Hawthorne recommends city engineer to negotiate for current price to proceed with parking, road and clubhouse. General Concensus.

Richland Creek Lateral

The cost to run the Richland Creek Lateral will be \$381,000.00. Mr. Stanley states that aerial photos and field work for design is completed. He also states that irrigation will cost more than originally priced, but not to go over entire budget. Councilperson Hawthorne recommends that the city execute the Richland Creek Lateral line now. General Concensus.

Meeting adjourned at 10:15 p.m.

Judy Foster

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MAYOR & COUNCIL MEETING
MONDAY, FEBRUARY 12, 1990
7:30 P.M.

A G E N D A

Meeting called to order.
Silent Prayer and pledge to the flag.
Reading of past minutes.
Swear in Councilmember Reuben Davis
Present Plaque to Councilmember Dave Hawthorne
Resolution to Mr. Early Biffle

Committee Reports

- A) Planning & Zoning Board
- B) Recreation Board
- C) Clean & Beautiful Committee
- D) Budget & Finance

Old Business

- A) Sign Ordinance - Public Hearing
 - 1) Eddy Robinson
- B) Drainage Problems
- C) Sanitation Fees for Multi-Family Dwellings
- D) Golf Course & Wastewater Treatment Facility
 - 1) Clearing & Grubbing of Last 9 Holes
 - 2) Richland Creek Lateral
 - 3) Grading of Road, Parking Area, Clubhouse and #1 Hole on the Last 9

New Business

- A) Rezoning Request - Public Hearing - J. R. Lyles - Railroad Avenue
- B) Beer & Wine Business License Request - Public Hearing - Lex Cates
- C) Tina Weygandt - Property on Sycamore Road

City Manager's Report

- A) Commercial Filing Fee for Developments
- B) Proposed Traffic Light at P.I.B. & Alton Tucker Blvd.

City Clerk's Report

- A) Bids for Chairs for Council Chambers
- B) Request to Purchase Lotus 1-2-3 System
- C) Request to Purchase Tape Back-up System
- D) Logo Pins

Council Reports

Citizens Comments

Adjournment

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MAYOR & COUNCIL MEETING
MONDAY, FEBRUARY 12, 1990
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, February 9, 1990.

In attendance: Mayor George Haggard, Mayor Pro Tem Bobbie Queen, and Councilpersons Dave Hawthorne, Thomas Morris, Reuben Davis and Bobby Fowler.

Meeting called to order at 7:38 p.m.

Mayor Haggard asks those who want to participate, to join him in a silent prayer. Pledge to the flag led by Councilperson Hawthorne.

Minutes

Councilperson Hawthorne states that in the previous meeting minutes it states that the sanitation rate increase applies to commercial rates only. The minutes should show that the rate increase applies to residential and commercial rates. Councilperson Queen moves to accept last month's minutes with the changes noted by the city clerk. Second to the motion Councilperson Fowler. Vote unanimous.

Mayor Haggard swears in Councilperson Davis for his 1990 term. Mayor Haggard presents Councilperson Hawthorne a plaque and thanks him for his four years that he has served as Mayor Pro Tem for the city. Mayor Haggard introduces Mr. Early Biffle to everyone and thanks him for all the years that he has served the City of Buford and Sugar Hill. Mayor Haggard also reads the resolution that was passed for Mr. Biffle and presents him with a copy of the resolution.

Planning & Zoning Board

City Manager Kathy Williamson reads the minutes from the P&Z meeting.

Recreation Board

Councilperson Queen states that the Recreation Board is continuing plans for the park.

Clean & Beautiful Committee

Councilperson Morris moves to recommend Mrs. Petruzzi to the Clean & Beautiful Committee. Second to the motion Boardmember Davis. Vote unanimous.

Budget & Finance

Councilperson Hawthorne states that we are within budget but he can not give a detailed report because he did not receive all information in enough time to do a thorough report.

Betterment Committee

Councilperson Hawthorne states that 12 people came forward to be on the board. The next meeting will be on February 19, 1990. The committee will meet every third Monday of each month.

Sign Ordinance

City Manager reads the sign ordinance. Bob Saine of Norton Realty states that he does not want this matter to drag on for 30 more days. Mr. Saine also states that item "B" of this sign ordinance is worse than what the city has now. The realtors want a small generic sign that would be up full time, one per corner and they do not want to have to pay a fee or get a permit. Councilperson Hawthorne states that the city can not do this because of the current sign ordinance. Mr. Saine states that realtors can not sale homes because they don't have enough signs directing people to the homes. Councilperson Queen states that we can not allow the realtors to put up these generic signs. Mr. Joe Williams states that Gwinnett County is trying to adopt an ordinance similar to what the realtors are asking for. Mr. Eddy Robinson states that the city is restricting too much and is putting itself out of business. He also feels that everything has become too expensive. Mr. Robinson suggest that the council give a temporary permit for a generic sign, one per corner lot, seven days a week and without any fees for thirty days. Councilperson Morris moves to grant a temporary permit for thirty days only, allowing a generic sign to be put up seven days a week, one per lot and without any fee. This will allow the realtors some temporary relief. Second to the motion Councilperson Davis. Councilperson Queen states that this motion is discriminating and against the law. Councilperson Hawthorne states that the city will still be policing all signs. Councilperson Hawthorne states that there are other aspects of the sign ordinance that may need to be corrected and another paragraph would have to be drafted to allow generic signs. Vote 3-2. Councilperson Fowler, Morris and Davis for motion. Councilperson Queen and Hawthorne against. Ms. Masters, Mr. Williams, Mr. Saine, Councilperson Morris, Councilperson Davis will meet with City Manager Kathy Williamson to review this sign ordinance before the March council meeting. Councilperson Hawthorne states that he thinks it is an illegal ordinance. Councilperson Queen feels the same. Councilperson Hawthorne moves to put the new sign ordinance into effect except for items B&C. Second to the motion Councilperson Queen. Vote unanimous.

Drainage Problem

City Manager Kathy Williamson states that Councilperson Morris and Fowler want to see the drainage problems. The cost to repair the problem at Ms. Buices' is \$250.00. Councilperson Hawthorne moves to table this matter until the next council meeting. Second to the motion Councilperson Queen. Vote unanimous.

Sanitation Fees for Multi-Family Dwellings

City Manager Kathy Williamson states that she has tried to contact Mr. Groves and Mr. O'Connor but both are out of town. Councilperson Queen moves to table this matter until next month's meeting. Second to the motion Councilperson Hawthorne. Vote unanimous. Councilperson Hawthorne states that the city needs to review our contract with Gwinnett Sanitation

and amend it if possible. Trish Talbot asks if rental houses are charged \$9.00 a month for garbage pickup. City Manager Kathy Williamson states that they are not.

Golf Course & Wastewater Treatment Facility

- 1) City Manager Kathy Williamson states the clearing and grubbing of the last nine holes of the golf course needs voted on. Mr. Stanley states to do the rough grading, clearing and grubbing and grassing for the first hole it would cost \$75,000. He recommends to the council to hold off on this until a later date.
- 2) Councilperson Hawthorne moves to authorize the \$25,000 on the engineering of the Richland Creek Lateral. Second to the motion Councilperson Morris. Vote unanimous.
- 3) The grading of road and parking area will cost \$82,973. Councilperson Hawthorne moves to authorize the grading of the road and parking area to the clubhouse. Second to the motion Councilperson Queen. Vote unanimous.

Rezoning Request - J.R. Lyles

Councilperson Fowler states that the Planning & Zoning Board denied Mr. Lyle's rezoning request for 1436 Railroad Avenue because it did not meet zoning regulations. Councilperson Fowler moves to deny request. Second to the motion Councilperson Hawthorne. Vote unanimous.

Beer & Wine Business License Request - Lex Cates

City Manager Kathy Williamson states the Mr. Cates has met all city requirements to apply for a beer & wine license. Councilperson Morris moves to grant license. Second to the motion Councilperson Hawthorne. Councilperson Fowler abstains. Councilperson Morris, Councilperson Queen, Councilperson Davis and Councilperson Hawthorne vote for motion.

Tina Weygandt - Property on Sycamore Road

Mrs. Weygandt states that her property is about 2000 ft. off Sycamore Road. Mrs. Weygandt states that it would cost her \$4000 to tap on to gas and \$4000 to tap on to water. She would like these charges waived. Councilperson Queen moves to table this matter and have Mr. Hutchins go back out to the property to see if there is a shorter way to run these lines. Second to the motion Councilperson Fowler. Vote unanimous.

Mayor Haggard calls for a two minute recess. Meeting called back to order at 8:45 p.m.

Eddy Robinson

Mr. Robinson states that his uncle Ralph Robinson owns property adjoining the city's sewer property off Suwanee Dam Road. He also states that the property is landlocked and he needs an easement to get to the property. Mr. Robinson states that this is just for the Mayor & Council, City Attorney and City Engineer to review.

Commercial Filing Fee for Developments

Councilperson Hawthorne moves to honor the request of the City's Building Inspector regarding the filing fees for commercial development. Second to the motion Boardmember Morris. Vote unanimous.

Traffic Light at P.I.B. & Alton Tucker Blvd.

City Manager Kathy Williamson states that she has contacted Bob Manning with Gwinnett County Traffic Engineering about putting a traffic light at the intersection of P.I.B. & Alton Tucker Blvd. Councilperson Morris moves to have Ms. Williamson contact Gwinnett County to have the traffic light installed. Second to the motion Councilperson Hawthorne. Vote unanimous.

Chairs for Council Chambers

Councilperson Hawthorne requests that City Manager Kathy Williamson have someone come in and repair the chairs in the Council Chambers instead of buying new ones at this time. Councilperson Hawthorne moves not to purchase new chairs. Second to the motion Councilperson Queen. Vote unanimous.

Lotus 1-2-3 System

City Manager Kathy Williamson states the money for the Lotus System was budgeted for this year. Councilperson Hawthorne moves to purchase the Lotus system. Second to the motion Councilperson Fowler. Vote unanimous.

Tape Back-up System

City Manager Kathy Williamson states the money for the Tape-Backup was also budgeted for this year. Councilperson Queen moves to purchase the tape back-up system. Second to the motion Councilperson Davis. Vote unanimous.

Logo Pins

City Manager Kathy Williamson states that this is just for the Mayor & Council's review.

Citizens Comments

Wayne Hill states that he does not understand why the city went up on Business License fees. Councilperson Hawthorne states that the city has gone 12 years without raising fees and the council reviewed the fees and decided to come into line with the other cities and Gwinnett County. Mr. Hill states that he would like the council to review these fees again.

Councilperson Morris moves to adjourn to a personnel meeting. Second to the motion Councilperson Hawthorne. Vote unanimous.

Personnel meeting called to order at 10:05 p.m.

Holly A Burell

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MAYOR & COUNCIL WORK SESSION
THURSDAY, FEBRUARY 22, 1990
7:30 p.m.

A G E N D A

1. Easements for Sewer Lines.

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WORK SESSION
THURSDAY, FEBRUARY 22, 1990
7:30 P.M.

M I N U T E S

In attendance: Mayor Haggard, Mayor Pro Tem Queen, and Councilpersons Fowler, Hawthorne, and Morris.

Buford/Sugar Hill Library

Mayor Pro Tem Queen states that she read an article in the paper which stated that the Gwinnett County Library Board is considering changing the name of the Buford/Sugar Hill Library to The Carolyn Vance Foreman Library. Mrs. Queen states that she would like to send a letter to all members of the Library Board requesting that the name of the library stay the same and name a room in the library after Mrs. Foreman instead. Mrs. Queen would also like to send a copy of the letter to Commissioner W.J. Dodd. General concensus to send the letter.

Challenge 21 Seminar

City Manager Kathy Williamson states that she received a letter from Governor Harris requesting her to attend the seminar. The cost of the seminar would be \$125.00. General concensus to approve her attendance.

Mileage Expenses - 1989

Mayor Haggard states that he needs a chair in the council chambers that will support his back and he is willing to waive his 1989 mileage expenses in order to purchase a chair for him. General concensus to allow the Mayor to waive his mileage expenses for a chair.

Councilperson Hawthorne moves to adjourn the work session and to go into an executive personnel meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Work session adjourned at 8:30 p.m.

Judy Foster

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WORK SESSION
CONSTRUCTION OF GOLF COURSE
MARCH 1, 1990

A G E N D A

- A) Bob Boltz, Director of Golf
Construction of Golf Course

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WORK SESSION
THURSDAY, MARCH 1, 1990
7:30 P.M.

M I N U T E S

In attendance: Mayor Haggard, Mayor Pro Tem Queen, Councilpersons Fowler, Morris and Hawthorne, and Director of Golf, Bob Boltz.

Bob Boltz

The new Director of Golf, Bob Boltz discusses with the council some of his goals and some considerations he has with the project. Mr. Boltz would like to have a meeting with Jim Stanley and all the contractors involved with the project in order to pull them together and work as a team. Mr. Boltz feels that he can be an asset to them as well as them to he. There is a general concensus among the council to allow Mr. Boltz to have this meeting. Mayor Haggard states that Keck & Wood will have to be informed of this matter.

City Engineer Jim Stanley arrives.

Mayor Haggard introduces Bob Boltz as the new Director of Golf. Mr. Stanley states that he is pleased to meet Mr. Boltz and he has heard alot of good things about him. Councilperson Hawthorne explains that Bob is going to be the eyes and ears for the council and he will report to them the progress of the project regularly.

Mr. Stanley states that the wetlands has held up the project as well as all the rain we have received lately. Mr. Stanley presents the plans of the irrigation system. Mr. Stanley recommends that the council give him the authority to have Exterior Design install the irrigation system. The council decides to table this discussion to a later date.

County P&Z Board

Councilperson Fowler states that there is a matter coming before the county P&Z Board which he will need to vote on. The case involves a rezoning from RA-200 to RM-13 and they are planning on building a personal care facility there off Westbrook Road which is in the Sugar Hill area. There is a general concensus to approve the rezoning.

Work session adjourned at 10:00 p.m.

Judy Foster



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Current Review of Sewage Effluent for Irrigation Use

by A. E. DUDECK, Ornamental Horticulture, IFAS,
University of Florida, Gainesville, Florida

IN ATTEMPTING TO review the vast amount of literature dealing with the characteristics and use of sewage sludge and effluent, along with all of their ramifications and impacts on agriculture and the environment, I thought that perhaps a better title would be "Don't Waste the Waste!" However, I came across a title suggested by Whetstone⁹ which I think you will agree is perhaps more appropriate: "The 21st Century — an Effluent Society." It is Whetstone's contention, supported by many authorities in this field, that recycled water will be routine in 50 years. One need only to look at the Colorado River system to realize that, in fact, we are doing this today.

Two major forces will be responsible for this development:

- (1) improvement in sewage treatment, and
- (2) water economics.

Modern developments in the area of improved sewage treatment have been hastened by the Federal Water Pollution Control Act Amendments of 1972. This Act set a goal to eliminate discharge of pollutants into navigable waters by 1985.

In addition to this Federal mandate, water economics are such that growing demands on an essentially constant supply of water can only be relieved by recycling. Whetstone⁹ says, "The luxury of discharging once-used water will become a bitter memory of ancestral squandering." McGauhey⁷ presents an even stronger case for recycling water: "If sewage were discharged without any treatment whatsoever, we should be sending a 2,000-ton train of water, on which we lately spent a great deal of money in purifying, to transport a single ton of organic solids. Worse yet, in the more common case of well-treated sewage, one good burro could carry all that is required of

this half million gallons of water. Furthermore, we throw away the train at the end of a single trip. It is in line with our heritage of waste, but it is without parallel in the history of transportation."

It stands to reason that increased population demands on this water lead to increased waste problems. Each resident of a community usually contributes 70 to 100 gallons of wastewater per day, resulting in the production of one-quarter pound of sludge per day.⁵ In the past, the nation's rivers, streams, lakes, and oceans have been used to dilute these wastewaters, but now the steadily increasing volume of waste is exceeding the dilution ability of our waters. Thus, increased nutrient levels of the water result in excessive algae and aquatic weed problems which upset the ecology of the system, not to mention obvious health hazards.

At present, most sewage waste is disposed of in landfills, lagoons, and the ocean, by incineration, and by application to the land. Because of environmental and economic considerations, application of sewage waste to the land appears to be by far the most feasible method of disposal. Benefits in using the land as a living filter are as follows:

1. The nutrient concentration in wastewater would be reduced by the biological, chemical, and physical processes in the soil.
2. The nutrients would be available for plant utilization and growth.
3. Renovated water would recharge the groundwater.

How then is this wastewater being applied to the land? Several approaches are currently being used:

1. Irrigation.
2. Overland flow.
3. Infiltration — Percolation.
4. Deep well injection.

IRRIGATION

Irrigation may be defined as a controlled discharge of effluent by spraying onto the land to support plant growth. Wastewater is thereby utilized by (1) plant uptake, (2) evapotranspiration into the air, and (3) percolation into the groundwater. The benefits from wastewater irrigation are many:

1. Inexpensive source of water,
2. Economic savings of potable water which could be used for purposes other than irrigation,
3. The utilization of green belt areas for recreation purposes in urban and suburban areas,
4. Economic return on the sale of crops, and
5. It is a positive alternative to advanced waste treatment and/or surface water discharge.

OVERLAND FLOW

Overland flow is a controlled discharge onto the land with a large portion of the wastewater appearing as runoff. It can then be recycled for other uses. As of 1973 this approach has not been used in the United States although it is used in Australia.⁶

INFILTRATION — PERCOLATION

Basically a flooding technique where heavy loading rates infiltrate and percolate into the soil with relatively small losses to evaporation. This process has been developed primarily for groundwater recharge.

DEEP WELL INJECTION

This approach is considered to be a disposal method rather than a wastewater treatment. It is one alternative along the coast to holding ponds on the surface during periods of rainy weather. This approach is currently being used in California, New Jersey, and Florida.

CHARACTERISTICS OF WASTEWATER

Wastewater may be quite variable as its composition depends on the following:

1. The domestic water system itself, including
 - (a) water supply source,
 - (b) treatment, and
 - (c) conveyance system;
2. Inorganic and organic compounds in both industrial and domestic wastewaters;
3. Inflow and infiltration into the wastewater collection systems.

The greater the industrial base the wider the variation in its wastewater effluent. Table 1 illustrates a comparison between a residential vs. an industrial sewage sludge.

TABLE 1
Characteristics of
Two Municipal Sewage Sludges

Characteristics	Municipality	
	Residential	Industrial
solids %	23.2	20.5
pH	5.4	5.6
N%	2.5	2.3
P%	1.3	0.8
K%	0.07	0.12
Ca%	1.6	1.1
Mg%	0.1	0.1
Cd ppm	18	165
Cr ppm	358	1754
Cu ppm	352	636
Mn ppm	372	890
Pb ppm	447	2748
Zn ppm	7915	11,812

After Burns & Boswell. 1975.

Note that there are no appreciable differences in the first seven characteristics, most of which are essential plant nutrients, but that the primary differences are in the heavy metal content. Note further that these high concentrations of heavy metals are found in sewage sludge — not sewage effluent. There is a difference between the two. Sewage sludge contains most of the organic solids

which are separated out during processing and contain little water, whereas sewage effluent is the liquid outflow from the sewage treatment processes and contains 99.9985% water.⁶ Table 2 illustrates two effluent sources which likewise vary due to industrial inputs, but note the relatively low concentrations of metals in the effluent fraction compared to the sludge.

Note that a number of metals in both states but especially in Michigan exceed the recommended drinking water standards, while conversely those in the low range are well below the water quality limits. It should be apparent, therefore, that plant growth problems are more apt to be associated with the sludge fraction rather than the effluent fraction. There is concern, nevertheless, that continued use of effluent over a long period of time may cause metal build-up to the point of plant toxicity. Burns and Boswell⁷ found that the high metal content of the industrial sludge seriously affected rooting in bermudagrass and centipedegrass. Centipedegrass was more seriously affected by the industrial metals than was bermudagrass.

TABLE 3
Performance of Bermudagrass and Centipedegrass Cuttings in Sewage Sludge from Two Sources

Characteristics	Bermudagrass		Centipedegrass	
	Res.	Ind.	Res.	Ind.
Total root length mm/cutting	55	12	40	3.5
% cuttings with roots	100	93	100	25

After Burns & Boswell, 1975.

In addition to the heavy metals, the salt content and the biological composition affect the quality of wastewater.

Recently we sampled one treatment plant located close to the shore in Florida and were surprised to find the effluent analyzed 2,000 parts per million of total salts. Apparently the influent

lines were allowing saltwater to leak into the system, causing a problem with high soluble salts.

The biological agents associated with wastewater are of great concern to the public health officials as well as to the general public. In general, three groups of organisms are involved: (1) bacteria, (2) parasites, and (3) virus. It is generally assumed that disinfection of secondary treated effluent eliminates the potential hazards associated with the bacteria as well as the parasites, but the control of viral organisms is a moot question, primarily because of the difficulty associated with studying virus. Recently, however, with the completion of St. Petersburg's Southwest Plant, we now have a sewage treatment plant which produces an effluent in which the virus is non-detectable.

The Southwest wastewater treatment project, in St. Petersburg, was selected by the National Society of Professional Engineers as one of its "Ten Outstanding Engineering Achievements of 1976." All the wastewater from this plant is recycled for turf irrigation. Approximately 8,000 acres are expected to be irrigated by 1980. During periods of heavy rainfall, the effluent is injected into deep wells. Thus zero discharge to surface waters ensures complete elimination of pollution problems. This is the first major regional wastewater treatment system in the nation to achieve zero discharge.

In Table 4, Baldwin presents some interesting economic considerations relative to effluent treatment, disposal, and utilization. He presents a number of probably acceptable disposal alternatives if wastewater is treated to minimum levels. Note that all treatment levels are adequate for utilization of this wastewater on turf facilities if health considerations are followed. Treatment B is the current treatment level of the new St. Petersburg plant. Relative costs for these different levels of treatment are presented by Baldwin¹ in Table 5. It can be seen that treatment costs may more than double our current expenditures to meet new Federal standards of zero discharge by 1985. The St. Petersburg plant (treatment B) by using turf for its disposal has been able to reduce the costs involved.

TABLE 2
Range of Concentration of Metals in Wastewater

Metal	Conc. Range mg/L		Rcm'd. Drinking Water Std's. mg/L
	Cal ¹	Mich ²	
Cadmium	< 0.005-0.22	< 0.008-0.142	0.01
Chromium	—	< 0.02-0.70	0.05
Copper	< 0.006-0.053	< 0.02-3.36	1.00
Mercury	0.0002-0.001	< 0.0002-0.044	0.002
Nickel	0.003-0.60	< 0.002-880	no std.
Lead	0.003-0.35	< 0.050-1.27	0.05
Zinc	0.004-0.35	< 0.03-8.31	5.0

¹After Chang and Page, 1977.

²After Cohen, 1977.

TABLE 5
Relative Sewage Treatment Costs

Level	¢/1000 Gal (5-10MGD Plant)
Raw Sewage	—
A. Secondary & chlorination	20
B. "A" + filtration + flash chlorination	30
C. "A" + N removal to < 10 ppm N	30
D. "A" + filtration + P removal to < 1 ppm	40
E. "D" + N removal to Grizzle-Wilson Std.	47

After Baldwin, 1975.

Turf is a natural for sewage effluent disposal for the following reasons:

1. Use of nutrient constituents, primarily nitrogen and phosphorus, on an annual per unit area basis is high and should minimize groundwater contamination by these elements. This is especially true in Florida where we have a year-round growing season — thus we have year-round utilization;
2. Turf is perennial. Use continuity is year-round and not interrupted by cultivation, seeding, or harvesting operations that are common to other forms of agriculture;

3. Turf has a high water requirement throughout the growing season;
4. The use is in close proximity to the source thereby minimizing transmission expenses.

The economic savings on the fertilizer value alone from sewage effluent are presented in Table 6.

Certainly sewage effluent is not going to solve all of our nutrient and water requirements — in fact it undoubtedly will cause other unknown problems, but it is a resource which at this state of the art bears serious consideration for utilization on turf facilities.

Currently our turf research program is involved in one aspect of sewage effluent utilization for turf purposes. This work is supported in part by the American Society of Golf Course Architects Foundation through the United States Golf Association Green Section Research and Education Fund, Inc. Our concern relates to the heavy metal content of effluent and, although found in relatively small amounts, what their ultimate effects might be on bermudagrass and St. Augustinegrass.

Our first effort was to contact those people who are currently using effluent for turf purposes in Florida. Apparently because of the psychological concerns of the public over the use of effluent, and because of the present as well as future legal restrictions, no one would admit he was using effluent. After many phone calls, letters, and personal visits, we were able to contact a few people who were willing to cooperate. We are currently working with them.

TABLE 4
Treated Sewage Effluent Disposal Alternatives
Yes — Probably Acceptable

Level of Treatment	Inland Waters	Estuaries and Bays	Gulf of Mexico	Deep Wells Inland	Deep Wells Coastal	Deep Ocean	Percolation Ponds	Parks and Golf Courses	Hay and Other Forage Crops	Fruits and Vegetables
A. Secondary Plus Chlorination	No	No	No	No	Yes	Yes	No	Yes ¹	Yes	No
B. Secondary Plus Filtration Plus Flash Chlorination	No	No	No	No	Yes	Yes	No	Yes ²	Yes	No ³
C. "A" Plus N Removal To < 10 ppm	No	No	No	Yes	Yes	Yes	Yes	Yes ¹	Yes	No
D. "A" Plus Filtration Plus P. Removal To < 1 ppm	No	No	No	No	Yes	Yes	No	Yes ²	Yes	No ³
E. "D" Plus N Removal P < 1 ppm N < 3 ppm SS < 3 ppm	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²	Yes	Yes ³

1. Where access would be restricted following irrigation.
2. Assuming virus free effluent.
3. Presently unacceptable. Certain crops, such as citrus, may utilize virus free effluent under a strict monitoring program.

After Baldwin, Personal Communication, 1975.

Our field work involves gathering samples of the effluent currently being used. In those cases where it has been utilized for a long period, detailed soil samples have been gathered, along with plant tissue samples. The soil and plant analyses are incomplete at this time, but the effluent analyses are summarized in Table 7. In all cases, the concentration of the five metals we are studying was well below the recommended drinking water standards. Note especially in Table 7 most effluent samples were taken directly from the sewage treatment plant. We do not anticipate phytotoxicity problems from the continued utilization of these sewage effluents.

Miss Cindi Donoho is responsible for the conduct of this study. Cindi is currently attempting to establish phytotoxic levels of cadmium, lead, zinc, copper, and nickel on bermudagrass and St. Augustinegrass. We anxiously await her results so that sound judgments can be made on the future use of sewage effluent of varying quality for turf purposes. My current feelings are that sewage effluent is a tremendously valuable resource and should be utilized to its fullest.

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Reuse of effluent in the future with an annotated bibliography. Texas Water Dev. Brd. Rpt. 8. 187 pp.

TABLE 6
Value of Nutrients Applied with Typical Secondary Sewage Effluent at 1 Million Gallons/Day for 1 Year

Nutrient	Amount in* Effluent ppm	Amount in 1 Million Gallons Pounds	Applied in 1 Year Pounds	Unit Value (Applied) \$/#	Value Per Year \$
N	30	250	91,250	19¢	17,338
P	10	83	30,295	7¢	2,120
K	6	50	18,250	75¢	1,369
Ca	32	267	97,455	2¢	1,949
					TOTAL 22,776

*These concentrations are variable from different treatment plants.

TABLE 7
Heavy Metal Content of Florida Effluent Direct from Treatment Plants and Currently Utilized for Turf Irrigation

Source	Range	Parts Per Billion				
		Cd	Cu	Ni	Pb	Zn
Treat. Plants (10)	L	.05	1.5	.5	.5	10
	H	40.00	6.0	25.0	2.0	70
Golf course (6) Not diluted	L	.05	1.5	ND	ND	5
	H	.15	18.5	1.0	6.0	350
Golf course (5) Diluted	L	.50	1.0	ND	1.5	3
	H	3.00	150.0	.5	8.0	61

ND = Not detectable

GWINNETT COUNTY PLANNING DIVISION
REZONING ANALYSIS

CASE NUMBER : RZ-31-90
ZONING CHANGE : RA-200 TO RM-13
LOCATION : 4200 BLK WESTBROOK ROAD
SIZE : 5.512 ACRES
DISTRICT & L.L. : 7/255
PROPOSED DEVELOPMENT : PERSONAL CARE FACILITY
(24 BEDS)

APPLICANT: GWINNETT PERSONAL CARE
3220 POINT PARKWAY, #400
NORCROSS, GA 30092

CONTACT: LARRY STAUFFER PHONE: 662-5600

OWNER: RICKY E. CRANE
4834 MOORE ROAD
SUWANEE, GA 30174

PLANNING DIVISION RECOMMENDATION: DENIAL

PROJECT DATA:

The applicant requests rezoning of a 5.512-acre tract from RA-200 (Agriculture-Residence District) to RM-13 (Multi-Family Residence District) for the construction of a personal care facility serving the elderly. The property is located on the east side of Westbrook Road, south of U.S. Highway 23. The applicant proposes to construct a 10,500-square foot care home facility which would contain 24 personal care units. The one-story structure would be oriented to Westbrook Road, which is a narrow, rural road with triple surface treatment. A large portion of the site, to the east, is indicated on the site plan as undisturbed vegetation and no future development is shown for this area. One driveway is proposed from Westbrook Road and 44 parking spaces would be constructed. The Planning Division would note that in a residential development, two spaces are required per unit. Although buffers are not specifically indicated on the site plan, it appears that there would be sufficient room to provide the required 50-foot buffers adjacent to RA-200-zoned properties located to the north and south and R-75-zoned properties to the east. A detention pond would be located adjacent to Westbrook Road.

ZONING HISTORY:

The property has been zoned RA-200 since 1970.

GWINNETT DEPARTMENT OF TRANSPORTATION COMMENTS:

Westbrook Road is a local street, and 30 feet of right-of-way is required from centerline.

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WATER RECLAMATION DEPARTMENT COMMENTS:

The property is located in the Chattahoochee Basin. The Gwinnett County owned sanitary sewer system does not provide sewer service to this area. The Health Department has also indicated an on-site sewer facility may not be permitted.

WATER DEPARTMENT COMMENTS:

Water service is accessible by a ten-inch water main adjacent to U.S. Highway 23 and a six-inch water main adjacent to Westbrook Road.

The Department has not conducted any analyses of the water system at the point of impact. The indication of the size and the location of the existing water main does not imply adequacy of either pressure or flow to meet the needs of either the existing or proposed developments. The developer of the proposed site will be totally responsible for the extension of the required water main(s) to the proposed site and/or other improvements which may be necessary to meet the development's flow and pressure requirements in accordance with the policies and requirements of the Department of Public Utilities.

FIRE SERVICES DIVISION COMMENTS:

See attached.

BUILDING INSPECTION COMMENTS:

This project must comply with the allowable area and height limitations of Table 400 and the structural and building setback requirements of Table 600, in addition to other specific related items of the Standard Building Code, 1982 Edition.

PLANNING DIVISION ANALYSIS:

The subject site is a 5.512-acre tract located on the east side of Westbrook Road, south of U.S. Highway 23 near the City of Sugar Hill. The property is a mix of wooded and open areas and abuts a creek to the east. This stream merges with the Suwanee Creek located to the south.

The surrounding area consists primarily of scattered single family residences on large lots zoned RA-200 and R-75. There are large undeveloped tracts located on the north side of U.S. Highway 23 which are within the City limits of Sugar Hill. A City official has indicated that properties in this area are zoned for heavy manufacturing, and some sites have been developed with a Bowen Concrete facility, Brown and Brown automotive salvage and the Gwinnett Boat Marina. The southwest corner of the U.S. Highway 23/Westbrook Road intersection is zoned for

light manufacturing. This tract is within the City of Sugar Hill and remains undeveloped. Both sides of the subject site are zoned RA-200 and contain single family residences. The east side of Westbrook Road is developed with low density residential uses, and the proposed development would not be consistent with the general character of the area.

The Land Use Plan suggests this property is suitable for low density residential development, characterized by single family residences developed at a density of one to four units per acre. Zoning classifications most compatible with this land use category are RA-200, R-140, R-100, R-75 and RL. The requested RM-13 zoning and proposed multi-unit residential development would not be consistent with the recommended zoning or land uses for this site. Additionally, adequate public or private services such as sewer, roads, medical care, and convenience goods are not currently available to accommodate the proposed use. The request is not consistent with the policy and intent of the Land Use Plan.

In conclusion, the proposed development and requested zoning would not be compatible with existing residential developments and zoning. The multi-family use would not be consistent with the general character of the area and inconsistent with the policy and intent of the Land Use Plan. Therefore, the Planning Division recommends **DENIAL**.

PLANNING DIVISION
RECOMMENDED CONDITIONS

NOTE: The following conditions are provided as a guide should the Board of Commissioners choose to approve the petition. The applicant's agreement to these conditions would not result in a favorable recommendation from the Planning Division.

Approval as RM-13 subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. A personal care home for the elderly with a maximum of 24 units.
 - B. Develop in general accordance with the site plan submitted January 5, 1990, with modifications as may be needed to meet the conditions of zoning.
2. To satisfy the following site development considerations:
 - A. Provide a 50-foot natural buffer, undisturbed except for approved access and utility crossings and replantings where sparsely vegetated, adjacent to residentially zoned property.
 - B. Provide a ten-foot wide landscape strip outside the new dedicated right-of-way of Westbrook Road.
 - C. No more than one exit/entrance on Westbrook Road.
 - D. Dumpsters shall be screened by a fence or wall.
 - E. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent residential properties.
 - F. Buildings shall be finished with architectural treatments of glass and/or brick, stone, stucco or other masonry finish; or submit alternate architectural plans for approval of the Planning Commission prior to issuance of a building permit.

STAFF RECOMMENDATIONS
STANDARDS GOVERNING EXERCISE OF ZONING

SUITABILITY OF USE

The use would not be suitable in view of existing single family residences on large lots in this area.

ADVERSE IMPACTS

A development of this nature would have adverse impacts on adjoining lots which have been developed with low density residential land uses.

REASONABLE ECONOMIC USE AS ZONED

The property has a reasonable economic use as currently zoned.

IMPACT ON PUBLIC FACILITIES

The use would increase the flow of traffic on Westbrook Road and additional stormwater run-off would be anticipated. Sewer service is not available to the site and an on-site septic system may not be approved by the Health Department.

CONFORMITY WITH POLICIES

The proposed use and requested zoning at this location are not in compliance with the policy and intent of the Land Use Plan.

CONDITIONS AFFECTING ZONING

The subject property is in an area which is primarily rural with scattered single family residences on large lots. The area does not presently contain the public or private goods and services to support this type of facility.

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STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

PURSUANT TO SECTION 1702 OF THE 1985 ZONING RESOLUTION, THE BOARD OF COMMISSIONERS FINDS 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.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

(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:

yes

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

NO

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

No

(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:

No

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

yes

(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).

OUTER LOOP LOCATION

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M. H. BUICE
FIRE CHIEF

GWINNETT COUNTY BUREAU OF FIRE SERVICES

1900 Five Forks Trickum Road, S.W.
Lawrenceville, Georgia 30244-5397
Phone (404) 963-0542
FAX (404) 963-1825

TO: Nancy Roney, Principal Planner
Department of Planning and Development

FROM: Gwinnett County Fire Marshal's Office

DATE: February 5, 1990

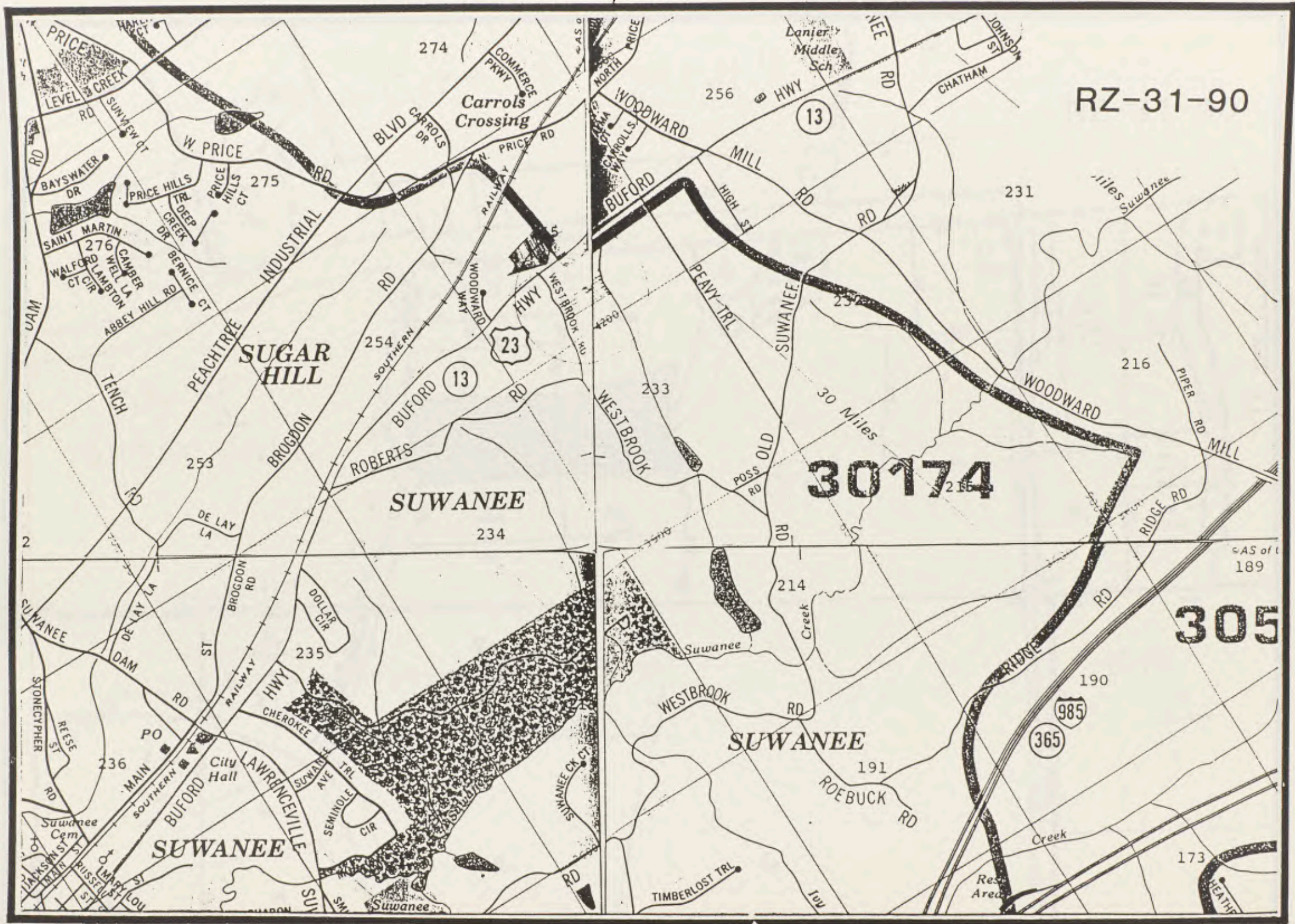
SUBJECT: Case # RZ-31-90

The Fire Marshal's Office has no objection to the requested rezoning and special use permits being granted provided the following conditions are met:

- 1) The entire structure is equipped with an adequately designed and installed automatic fire sprinkler system per National Fire Protection Association specifications.

This condition is made in addition to all other fire codes, ordinances and laws which may apply.

Please contact the Fire Marshal's Office for additional information.

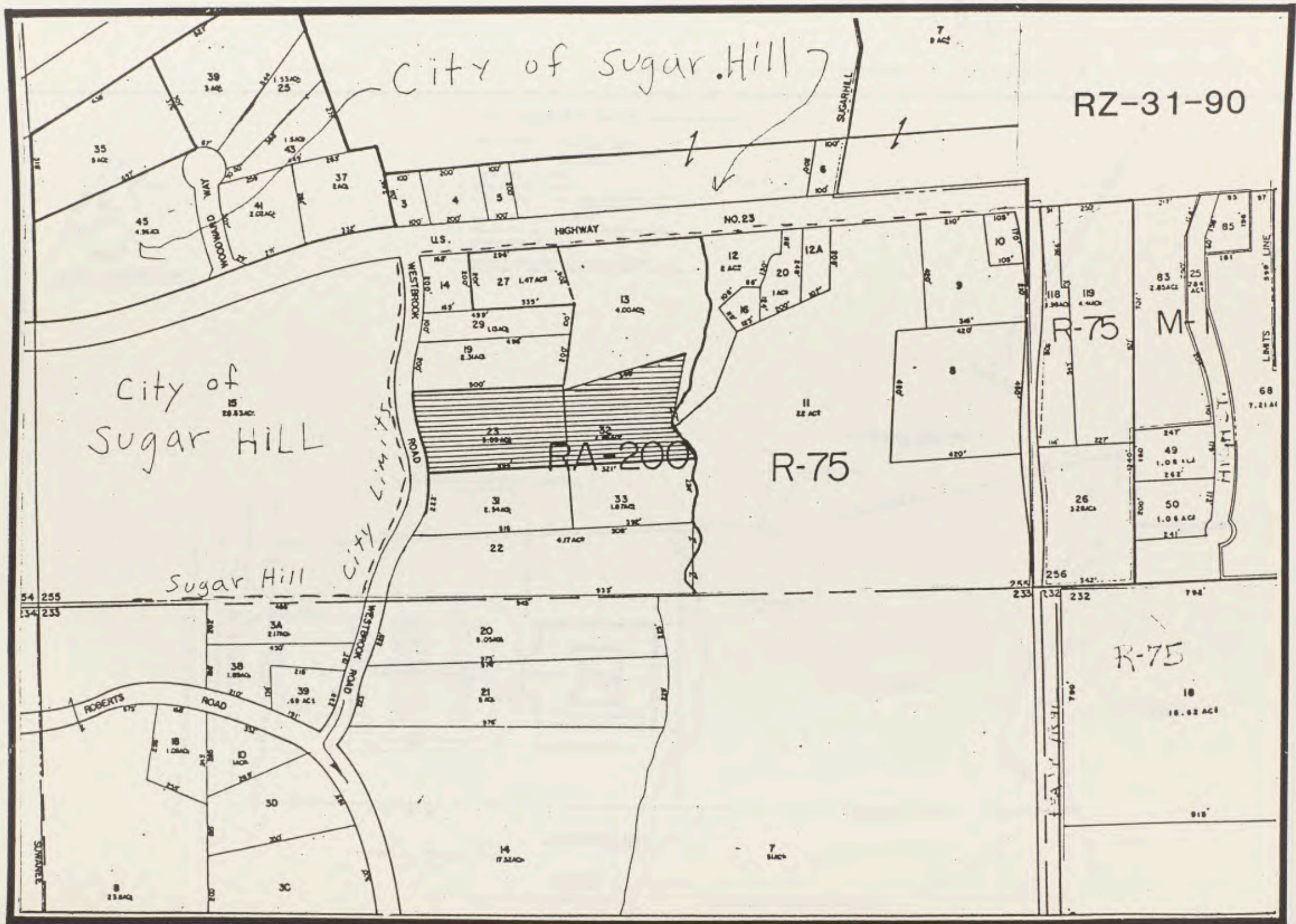


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7th. Dist.

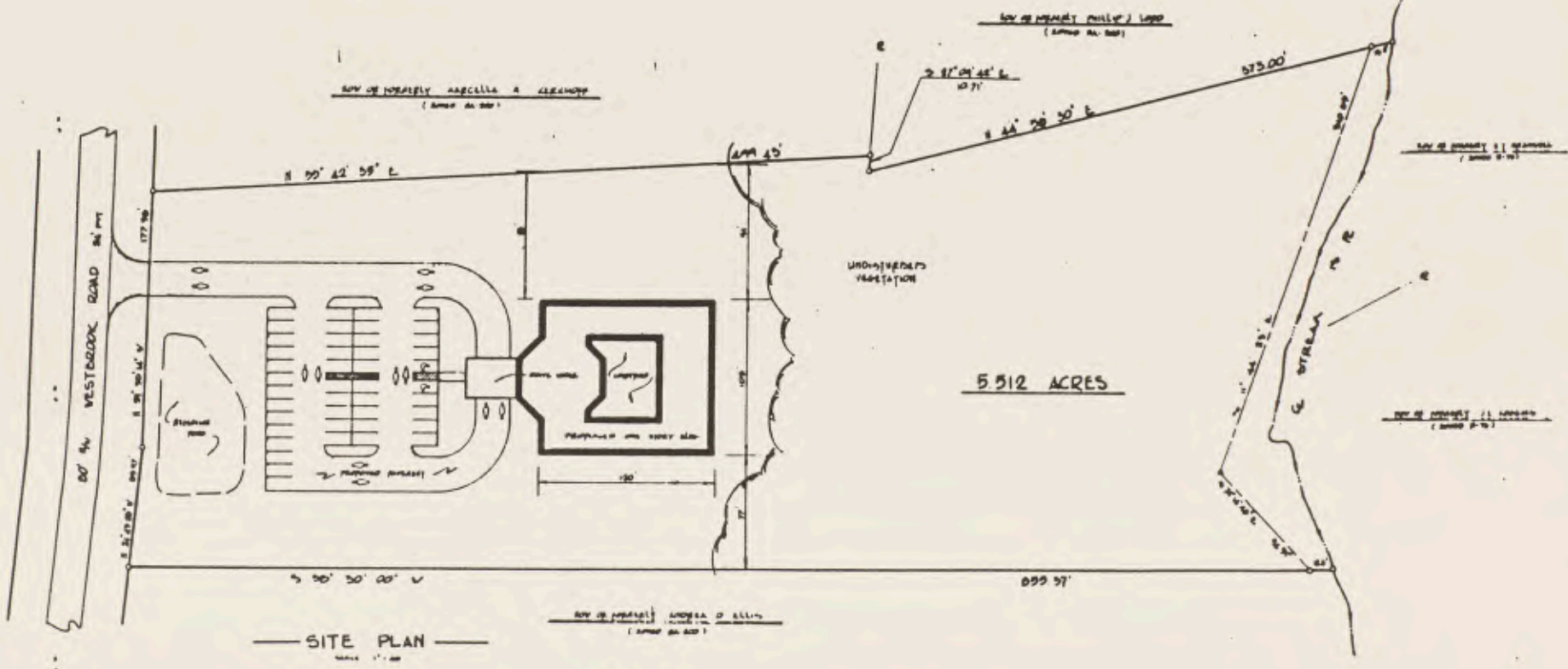
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1-4-90



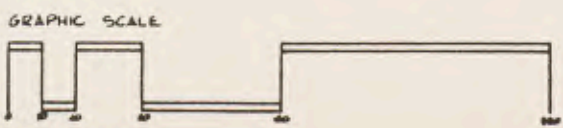
SITE LOCATION MAP

GENERAL NOTES

- 1 OWNER/DEVELOPER: WICKY L. CRAIG, 4874 ADAMS ROAD, SUWANEE, GEORGIA 30074, 404-478-0250
- 2 SURVEY DATED: 8-1-89
- 3 LOCAL REGULATED: 84-10
- 4 PROPOSED PARKING: 48 - AUTO VEHICLES @ 11' x 19' & AUTO HANDICAP @ 12' x 12'
- 5 PROPOSED SIGN: 112' x 10' x 21'
- 6 PROPOSED SIGN USE: 36 UNIT PERSONAL CARE HOME
- 7 SURVEY INFORMATION FROM SURVEY FOR WICKY CRAIG BY PAUL HOBBSAN, S.L.S.
- 8 PROPERTY IN 201 LOCATED IN A FLOOD PLAIN (SEE FLOOD CERTIFICATE FOR CURRENT FLOOD NO. NUMBER DATED 10/18/88 AND IN 1984)



SITE PLAN



ORSHAM PLANNING & DEVELOPMENT, INC.
1000 N. W. 10TH AVENUE, SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 352-455-1218

REWORKING SKETCH PLAN FOR:
A PERSONAL CARE HOME

NO.	DATE	DESCRIPTION



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CALLED MAYOR & COUNCIL MEETING
TUESDAY, MARCH 6, 1990
7:30 P.M.

A G E N D A

- A) New Maintenance Barn
- B) Cost of Expansion of Landfill
- C) Multi-family Dwellings - Garbage Rates
- D) Recycling

APR

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CALLED MAYOR & COUNCIL MEETING
TUESDAY, MARCH 6, 1990
7:30 P.M.

MINUTES

In attendance: Mayor Haggard, Mayor Pro Tem Queen, Councilpersons Morris and Hawthorne, Ed Driver, Pat O'Connor, Jim Hawkins and City Manager Kathy Williamson.

New Maintenance Barn

Pat O'Connor states that he has received 3 bids for construction of the new maintenance barn. Refer to letter. They recommend Metal Building Construction, Inc., who had the low bid on the project. Mr. Thigpen is very reputable and efficient stated Mr. Driver. Mr. O'Connor states that this bid includes the wiring, lighting, insulated barriers and a concrete floor. Mr. O'Connor states that they are in no hurry for an answer but the bid will probably lapse after 60 days.

Mr. O'Connor states that he needs to contact Jimmy O'Quinn about some trees that are on his property line that are dead and need to be removed so that a fence can be installed surrounding the landfill.

Mr. O'Connor states that there is a new inspector working for EPD that inspected the landfill this last time and he is very particular with his inspections. The landfill scored 69. Mr. O'Connor hands out a sheet which shows the scores the landfill has received since 1987. Mr. O'Connor states that the matter will be corrected within 30 days, however, he is not very concerned with the score for just this one inspection.

Cost of Expanding Landfill

Mr. Driver states that the overall cost for Phases 1 & 2 of the project, including the piping, will be approximately \$500,000. Mr. Driver explains to the council that with all the legislation that has passed, there is alot more money involved in the expansion process now that was not involved 2 years ago. Councilperson Hawthorne states that they need to have their attorney draw up a proposal and bring it back to the council to review.

Multi-family Garbage Rates

Mr. Driver states that the bad debt they have experienced in the past on renters is one reason why their rates are higher. Another reason is that it helps with the subsidy the city is paying on residential customers. Councilperson Hawthorne states that at the next council meeting, he will make a motion to charge all residents the same rate.

Recycling

Mr. Driver states that there is a probability that there will be voluntary recycling within the county within the next 6 months. Mr. Driver explains what the City of Lilburn is doing at this time. He would like to coordinate our city and the City of Norcross with the county's recycling process.

CALLLED MAYOR & COUNCIL MEETING
TUESDAY, MARCH 6, 1990
MINUTES, CONT'D.
PAGE 2

Sewer Easements

City Manager Kathy Williamson states that she needs an answer on who to hire to acquire the sewer easements for the interceptor sewer lines. Refer to memo. Mrs. Williamson recommends the city hire Mr. Buddy Robinson with Value Concepts. She states that he will have someone working with him so it should not take as long to acquire the easements. Councilperson Hawthorne moves to appoint Buddy Robinson of Value Concepts to acquire the sewer easements in conjunction with the Level Creek basin lines and connectors to the sewer plant and that his rates will not exceed those outlined in the memo from the city manager dated 3/6/90 and he will be given the authority to give the present property owner(s) the right to purchase 1 residential sewer tap per parcel in order to acquire the easements and the cost of this sewer tap shall be whatever the cost of the tap is at the time the tap is purchased. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Hawthorne moves to give the city manager the authority to meet with Chuck Buttons and Ron Siebenheimer of Gwinnett County about the possibility of selling sewer capacity to those property owners outside the city limits who give the city the rights for a sewer easement. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Hawthorne moves to adjourn the meeting. Second to the motion by Mayor Pro Tem Queen. Vote unanimous.

Meeting adjourned at 10:05 p.m.

Judy Foster

Button Gwinnett Landfill, Inc.

P.O. BOX 1246 • LILBURN, GEORGIA 30247
LANDFILL OFFICE 963-7033 • BILLING 921-7339

March 6, 1990

Ms. Kathy Williamson
City Manager
City of Sugar Hill
4988 S. Broad Street
Buford, Ga. 30518

Dear Kathy,

Attached are three (3) price quotations which are based on the duplication of the existing maintenance building. They are as follows:

Metal Building Construction, Inc.	\$27,900.00
Steve Smith	36,655.06
E.O. Vick Construction, Inc.	36,849.00

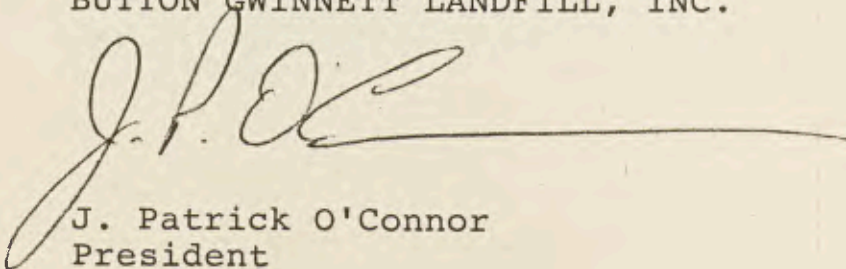
Our agreement is that we would build for the City of Sugar Hill, an equivalent building to the same standards and specifications of the existing building on another location as chosen by the City.

I would propose payment to the City based on the lowest bid which would enable the City to pursue a new facility making any alterations desired. Payment would be made upon vacating of the existing building.

After discussion with the council, I look forward to your response.

Sincerely,

BUTTON GWINNETT LANDFILL, INC.



J. Patrick O'Connor
President

JPO'C:fdl

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SUGAR HILL LANDFILL

INSPECTION SCORES

<u>MONTH</u>	<u>YEAR</u>	<u>SCORE</u>
FEBRUARY	1990	69
AUGUST	1989	94
MAY	1989	94
MARCH	1989	73
JANUARY	1989	90
NOVEMBER	1988	100
AUGUST	1988	100
JUNE	1988	100
MARCH	1988	90
JANUARY	1988	84
OCTOBER	1987	50
AUGUST	1987	69
JUNE	1987	56
FEBRUARY	1987	44
JANUARY	1987	40

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(c) Frequency, time, and place of collection for commercial entities shall be determined by the City of Sugar Hill in accordance with its ability to provide the service and the particular needs of each commercial entity. Hotels, restaurants, and such other businesses and institutions as deem it necessary may enter into an agreement for a greater frequency of collection. Where necessary to protect the public health, the Mayor and City Council shall have the authority to require that more frequent collections be made.

C. Holidays.

The Franchisee shall not be required to make collections on the following holidays: New Year's Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. If such a holiday is also a usual collection day, those persons affected will receive one (1) pick up that week on a revised schedule. Commercial container collections may be affected by holidays in that collections may be made at other than usual times.

D. Severe Weather.

In case of severe weather conditions, including ice storms, the Franchisee:

(1) shall not be bound to regular route schedules, and

(2) shall not be bound to collect extraordinary amounts of tree limbs and rubbish resulting from said weather conditions.

(3) The rules and regulations regarding precollection practices shall continue to apply.

7.

Fees, Customers.

A. Residences.

For all residences except those multi-family buildings which come within section (B.) below, the rate shall be \$4.00, paid monthly.

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the 1990s, the number of people aged 65 and over in the United States is projected to increase from 20 million to 35 million.

As the number of people aged 65 and over increases, the number of people aged 75 and over is also expected to increase. In 1990, there were 10 million people aged 75 and over in the United States. By 2010, this number is projected to increase to 17 million. This increase is expected to be particularly significant for women, as the number of women aged 75 and over is projected to increase from 6 million in 1990 to 11 million in 2010.

The increase in the number of people aged 75 and over is expected to have a significant impact on the health care system. As people age, they are more likely to have chronic health conditions and to require long-term care. This increase in the number of people aged 75 and over is expected to lead to an increase in the number of people who require long-term care, which in turn will lead to an increase in the number of people who require nursing home care.

The increase in the number of people aged 75 and over is also expected to have a significant impact on the economy. As people age, they are more likely to be retired and to have a lower income. This increase in the number of people aged 75 and over is expected to lead to an increase in the number of people who are retired and have a lower income, which in turn will lead to an increase in the number of people who are dependent on Social Security and other social insurance programs.

The increase in the number of people aged 75 and over is also expected to have a significant impact on the labor force. As people age, they are more likely to be retired and to have a lower income. This increase in the number of people aged 75 and over is expected to lead to an increase in the number of people who are retired and have a lower income, which in turn will lead to an increase in the number of people who are dependent on Social Security and other social insurance programs.

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(c) Frequency, time, and place of collection for commercial entities shall be determined by the City of Sugar Hill in accordance with its ability to provide the service and the particular needs of each commercial entity. Hotels, restaurants, and such other businesses and institutions as deem it necessary may enter into an agreement for a greater frequency of collection. Where necessary to protect the public health, the Mayor and City Council shall have the authority to require that more frequent collections be made.

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The Franchisee shall not be required to make collections on the following holidays: New Year's Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. If such a holiday is also a usual collection day, those persons affected will receive one (1) pick up that week on a revised schedule. Commercial container collections may be affected by holidays in that collections may be made at other than usual times.

D. Severe Weather.

In case of severe weather conditions, including ice storms, the Franchisee:

- (1) shall not be bound to regular route schedules, and
(2) shall not be bound to collect extraordinary amounts of tree limbs and rubbish resulting from said weather conditions.

(3) The rules and regulations regarding precollection practices shall continue to apply.

7. Fees, Customers.

A. Residences.

For all residences except those multi-family buildings which come within section (B.) below, the rate shall be \$4.00, paid monthly.

B. Commercial and Multi-Family Dwellings.

(a) Duplexes, triplexes and quadruplexes will be billed \$8.00 per occupied unit in the building payable monthly, except duplexes owned by the Buford Housing Authority shall be billed at the rate of \$4.00 per occupied unit.

(b) Commercial, including apartments, shall be billed monthly in accordance with the following formula:

\$14.00 plus \$1.45 per yard of container times number of pulls per week times 4.333 weeks (e.g., \$14.00 plus 6 yd. x \$1.45 x 2 pulls per week x \$4.33 = \$89.39 per month).

(c) Franchisee shall provide service to buildings owned or used by the City of Sugar Hill at no charge.

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983).

There is a need to improve the lives of people with mental health problems. This is a challenge for the health care system, and for society as a whole. The aim of this paper is to discuss the role of the health care system in the care of people with mental health problems.

Introduction

The number of people with a mental health problem in the UK has increased in the 1990s (Mental Health Act 1983). This is a challenge for the health care system, and for society as a whole.

The aim of this paper is to discuss the role of the health care system in the care of people with mental health problems. The paper will first discuss the current situation in the UK, and then discuss the role of the health care system in the care of people with mental health problems.

The current situation in the UK is that there are a large number of people with mental health problems who are not receiving the care they need. This is due to a number of factors, including a shortage of mental health professionals, and a lack of resources.

The role of the health care system in the care of people with mental health problems is to provide them with the care they need. This includes providing them with medication, therapy, and other services. The health care system also has a role to play in preventing mental health problems, and in supporting people with mental health problems in the community.

The health care system can play a role in preventing mental health problems by providing people with the support they need. This includes providing them with information, and helping them to access services. The health care system can also play a role in supporting people with mental health problems in the community by providing them with the resources they need.

The health care system can also play a role in supporting people with mental health problems in the community by providing them with the resources they need. This includes providing them with housing, and helping them to access services. The health care system can also play a role in supporting people with mental health problems in the community by providing them with the resources they need.

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CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER
DATE: MARCH 6, 1990
RE: EASEMENTS

Attached are the bids I received from 3 prospects to acquire the easements for the sewer lines to the sewer treatment plant. They are as follows:

- #1 Joe Hardy.....\$500.00/parcel and \$35.00/hour for condemnations
- #2 Buddy Robinson....\$350.00/parcel up to 80% complete then \$200.00/daily plus \$20.00/hour for condemnations
- #3 Dan Avera.....\$4,000/month, not to exceed \$20,000

My recommendation would be to accept Mr. Buddy Robinson proposal with Value Concepts.

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PROPOSAL

Mr. Joe Hardy

Mr. Hardy works for the county, acquiring easements for the water and sewer departments.

After reviewing the city's interceptor plans, he is proposing the following:

- A) \$500.00 per parcel
- B) \$ 35.00 per hour for condemnations

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Value Concepts

Incorporated • 5960 Crooked Creek Rd. • Suite 20 • Norcross, Ga. 30092 • Telephone (404) 449-1094

March 5, 1990

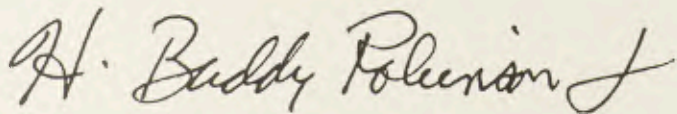
City of Sugar Hill
Kathy Williamson
City Manager

RE: Bid Proposal for Sugar Hill Sewer Line Project

To provide the city of Sugar Hill the following scope of services for the above referenced sewer line project of approximately fifty (50) parcels:

1. To coordinate individual acquisition plats with Keck & Wood Engineering.
2. Perform preliminary title search to establish current ownership.
3. Review and coordinate aerial plan and profile maps to be provided by Keck & Wood as to property lines, ownership, and right-of-way acreage for permanent and construction easements.
4. Prepare acquisition easement documents with legal descriptions and property list.
5. Provide land sales report of recent land sales located in project area.
6. Negotiate/close easements and record required documents. Recording costs to be invoiced as a reimbursable item.
7. VCI to provide all transportation costs for its agents.

The above services to be performed at Three hundred fifty dollars (\$350.00) per parcel up to eighty percent completion. Thereafter, the remaining parcels and services will be worked at a daily rate of two hundred dollars (\$200.00).



H. Buddy Robinson, Jr. SR/WA

Value Concepts

Incorporated • 5960 Crooked Creek Rd. • Suite 20 • Norcross, Ga. 30092 • Telephone (404) 449-1094

COMPLETE RIGHT OF WAY ACQUISITION SERVICES

- * Negotiations – Easements, Fee Purchases, Survey Permitting, Regulatory Permit Compliance
- * Provide Temporary Right of Way Personnel
- * Management of Projects
- * Land Title Searches & Document Preparation
- * Damage Settlements
- * Route/Site Selection – Identify Environmental Issues, Land Use, Prepare Cost Analysis Studies and Identify Potential Acquisition Problem Areas
- * Condemnation Coordination Services
- * Assure compliance with the "Uniform Act" on Federal and State Assisted Projects. (Relocation Assistance and Real Property Acquisition Act of 1970, Amended April 2, 1989. Public Law 100-17, STAT. 246-256)

Value Concepts

Incorporated • 5960 Crooked Creek Rd. • Suite 20 • Norcross, Ga. 30092 • Telephone (404) 449-1094

APPRAISAL SERVICES

- * **Right of Way**
- * **Easement**
- * **Fee**
- * **Special Use Properties**
- * **Residential Developments**
- * **Commercial**
- * **Industrial**
- * **Forestry**
- * **Cost to Cure – DOT Projects**
- * **Specialty Reports – DOT Projects**
- * **Relocation Assistance**
- * **Assure compliance with the Uniform Act on Federal and State assisted projects (Public Law 100-17, 101 STAT. 246-256)**
- * **County Government Tax Re-evaluation – Mass Appraisals**
- * **Expert testimony in Federal and State Courts: Condemnation, Estate Tax, Foreclosures, Bankruptcy, etc.**

Value Concepts

Incorporated • 5960 Crooked Creek Rd. • Suite 20 • Norcross, Ga. 30092 • Telephone (404) 449-1094

W. S. Stripling, MAI

President, Value Concepts, Inc.
Current Secretary, Georgia Chapter #22 IRWA
25 years appraisal experience
Approved Fee Appraiser – Georgia Department of Transportation
Approved Review Appraiser – Gwinnett County Department of Transportation
Qualified as an Expert Witness

References: David Meshberger; Georgia DOT
(404) 656-5372

Joe Hall; Gwinnett County DOT
(404) 822-7428

Clyde Johnson; FHA
(404) 347-4754

H. Buddy Robinson, Jr. SR/WA

Manager, Value Concepts, Inc.
Current Vice President, Georgia Chapter #22 IRWA
21 years experience as Right of Way Supervisor, Review Appraiser and Condemnation Specialist Coordinator
Extensive training and experience in compliance with the "Uniform Act" on Federal Aid Projects through R. E. A. (Rural Electric Authority) financing of Oglethorpe Power Corporation Projects

References: Raymond (Sonny) Brown; Oglethorpe Power Corp.
(404) 496-7701

Joe Hall; Gwinnett County DOT;
(404) 822-7427

Clyde Johnson; Federal Highway Administration;
(404) 347-4754

1227 Pinehurst Road
Grayson, Georgia 30221
February 28, 1990

Ms. Kathy Williamson
City Manager
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518

Dear Ms. Williamson:

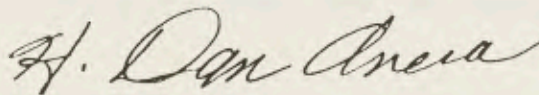
Please find enclosed my proposal for the acquisition of approximately 50 sewer easements for the City of Sugar Hill. Also enclosed is a copy of my resume.

I understand this proposal is to be presented to the City Council for consideration. I am available to discuss the proposal with you or the Council.

I can be reached at 979-4655 or you may leave a message at 822-8620.

I look forward to hearing from you.

Sincerely,



H. Dan Avera

Enclosures

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STATE OF GEORGIA

COUNTY OF GWINNETT

CONTRACT FOR RIGHT OF WAY AND LAND SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 1990, by THE CITY OF SUGAR HILL (hereinafter called "City"), and H. DAN AVERA (hereinafter called "Consultant");

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

1. The City agrees to pay Consultant Four Thousand Dollars (\$4,000.00) per month for five months work, described in "Scope of Services" Item 2 for the purpose of negotiating right of way. The contract for service fees shall not exceed \$20,000.00 unless by mutual agreement of the parties hereto. Should Consultant be required by City to return to project after term of this contract for consultation required by City, for legal conferences, project conferences, court testimony, public meetings, then City shall pay Consultant \$60.00 per hour.
2. Scope of services of this contract shall be:
 - Acquire required rights of way either by donations or acquisition of rights of way for an amount approved by City.
 - Verify current land title ownership of City's engineering drawings of project.
 - Set up complete landowner and tenant file system.
 - Prepare necessary documents, donation forms, options, tenant consents, right of way entry permits.
 - Consultant shall make a maximum of three contacts per landowner.
 - Recommend to City disposition of donations, right of way options or condemnation, and payments thereof consistent with rights sought and land values.

- Complete and turn over to City at conclusion of project all files containing acquired documents for recording, a construction line list identifying owners name, address, contact person and number, amount paid and any construction provisions agreed to by City.
 - The project name is Golf Course and Water Waste Treatment and contains approximately 50 landowners.
3. The term of the Contract will be for Five months beginning _____, 1990.
 4. The total Contract price to be paid by the City to Consultant shall not exceed Twenty Thousand Dollars (\$20,000.00) except as pre-approved by the City.
 5. The agreed-upon rate of Four Thousand Dollars per month (\$4,000.00) includes all expenses, supplies, and travel.
 6. In the performance of this Contract, Consultant shall be and remain an independent contractor and shall not be and employee, servant, or agent of the City. Consultant shall have the sole control over the manner and method of obtaining the results to be achieved hereunder, except as modified by this agreement. The City shall have the right to modify the scope of the project as the work hereunder progresses. During the life of this agreement, the City may review the work in progress and may order appropriate modifications. Neither the City's exercise nor its failure to exercise the rights set forth in this paragraph shall affect Consultant's status as an independent contractor.
 7. Consultant agrees to indemnify and save harmless the City, its agents, and employees against any and all loss, cost, damage, expense, or liability caused by an accident or other occurrence which may arise from operations, products, or services rendered under this Contract.
 8. Consultant shall, at all times, carry with reputable insurance companies the following insurance on standard forms with limits not less than shown on the respective items, and shall, upon request, furnish the City with certificates of insurance evidencing such coverage.
 - a) Automobile, bodily injury, and property damage liability insurance with limits of not less than \$100,000.00 per person, \$300,000.00 per occurrence for bodily injury and \$50,000.00 for property damage.

The foregoing policy shall be evidenced by a copy of the insurance policy. Maintenance of the foregoing insurance in no way limits Consultant's obligations to indemnify the City as set forth under this agreement.

9. Consultant shall comply with all state, federal, or local laws, ordinances, codes, rules, and regulations bearing on the conduct or the work, including Equal Opportunity Employment laws, OSHA regulations, minimum-wage and hour regulations, and National Fire Protection Association regulations.
10. Consultant shall provide and maintain equipment and supplies adequate in kind and quality for professionally performing all work under this Contract.
11. All materials, supplies, reports, working notes, drawings, and documents prepared or purchased by Consultant for the City hereunder shall become City's property and shall be delivered to the City upon completion of the work hereunder.
12. Consultant agrees to retain all pertinent books, payrolls, and records relative to work performed hereunder for a period of not less than two (2) years after completion hereof. The City and its duly-authorized representative shall have access at all reasonable times to the books, payrolls, and records maintained by Consultant relative to any of the work performed hereunder and shall have the right to audit said books, payrolls, and records at any reasonable time.
13. Consultant may submit his invoices bi-monthly at the 15th and end of the month for which payment is sought or postpone billing until the end of the calendar year in which work is performed. The City shall normally process payment within fifteen (15) days of receipt of the invoice, but no interest or other penalty shall be due on late payments.
14. Either party may terminate this agreement upon thirty (30) days written notice to the other, with or without cause. The City shall have the authority to terminate this Contract on behalf of the City without further consultation with or other action by City Council.
15. This Contract shall be personal to the parties hereto and shall not be assignable.
16. Both parties recognize the importance of establishing and maintaining good relations among City, landowners, and the general public. Consultant agrees to work in such a manner as to enhance his and the City's good image.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

THE CITY OF SUGAR HILL

By: _____
Kathy Williamson

Witness:

H. Dan Avera

City Representative

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JUN

H. DAN AVERA
1227 PINEHURST ROAD
GRAYSON, GEORGIA 30221
(404) 979-4655

EXPERIENCE

3/89 - 12/89

Right of Way Supervisor, S & S Land & Engineering Services, Inc., Stone Mountain, Georgia. Responsible for right of way acquisition and supervision for Southern Bell on numerous projects within the State of Georgia, supervising and assigning work to 8 agents, courthouse research to determine property owners and to insure clear title to property, negotiating with corporations, churches, estates, special interest groups, and property owners which agents were unable to sign. Also responsible for inspection of cable construction.

9/69 - 3/89

Right of Way Supervisor, Georgia Power Company, Atlanta, Georgia. Responsible for right of way acquisition and supervision on numerous projects within the state of Georgia, supervising and assigning work to approximately 100 - 150 agents over a 20 year period, courthouse research to determine property owners and to insure clear title to property, determining fair market value of property, negotiating with corporations, churches, estates, special interest groups, property owners which agents were unable to sign and executing final documents. Also responsible for filing, preparing court witnesses, and holding condemnation hearings. Assisting divisions and districts with problems, preparing construction releases, and insuring all projects were completed within the established schedule and budget.

Administrative Duties: Quality Circle, Goal Setting, Pay for Performance, Yearly Evaluations

1959 - 1969

Food Inspector, Southern Frozen Foods, Montezuma, Georgia. Responsible for inspecting raw samples of vegetables for USDA standards. Worked summers and nights while in school.

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EDUCATION

1969

Georgia Southwestern College
Americus, Georgia
B. S. - Business Administration

MILITARY

1966 - 1968

U. S. Army - Personnel Specialist, E-5
Honorable Discharge

ORGANIZATIONS

SR/WA, International Right of Way Association
Chapter 22

REFERENCES

Available upon request.

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WORK SESSION
THURSDAY, MARCH 8, 1990
7:00 P.M.

A G E N D A

A) Gas Capacity

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WORK SESSION
THURSDAY, MARCH 8, 1990
7:00 P.M.

MINUTES

In attendance: Mayor Haggard, Mayor Pro Tem Queen, Council Members Morris, Fowler and Hawthorne, City Manager Kathy Williamson, Utilities Superintendent Billy Hutchins, and Bob Grey and David Van Landingham with Keck & Wood.

Session called to order at 7:30 p.m.

Gas Capacity

Bob Grey presents a letter to the city council. Refer to letter. Mr. Grey reads through the letter discussing each point. Mr. Grey feels our gas system will only last through one more winter as is. He feels that we need to continue to add customers in order to have the revenue to update the system. At 35 degrees, we begin going over our gas capacity. Mr. Grey states that he is very serious with this recommendation to build another peak shaving plant and to join the Southern Expansion project. He suggests that we proceed with caution in case another option comes along. He suggests we have the new peak shaving plant installed by the summer of 1991. Mr. Grey also states that we need industry in Sugar Hill so we have an even flow of gas sales throughout the year and not only in the winter.

Work session adjourned at 8:50 p.m.

Judy Foster

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MAY
JUN

CITY OF: CITY OF SUGAR HILL
NATURAL GAS SYSTEM MONTHLY REPORTS - 1990

RESIDENTIAL				COMMERCIAL				LG. COMMERCIAL				
Cust	MCF	Revenue	\$/MCF	Cust	MCF	Revenue	\$/MCF	Cust	MCF	Revenue	\$/MCF	
Jan	1810	28,935	\$ 217,426.71	7.514	14	879	\$ 6,093.01	6.932		\$	0.00	0.000
Feb	1816	26,301	\$ 193,109.71	7.342	13	777	\$ 5,401.48	6.952		\$	0.00	0.000
Mar	1831	22,896	\$ 168,588.54	7.363	13	527	\$ 3,685.33	6.993		\$	0.00	0.000
Apr	1832	12,209	\$ 100,625.71	8.242	14	254	\$ 1,825.78	7.188		\$	0.00	0.000
May	1804	6,895	\$ 55,790.09	8.091	13	223	\$ 1,604.26	7.194		\$	0.00	0.000
Jun	1780	1,855	\$ 33,733.09	18.185	13	161	\$ 1,169.94	7.267		\$	0.00	0.000
Jul	1956	3,574	\$ 28,593.07	8.000	14	141	\$ 1,123.28	7.967		\$	0.00	0.000
Aug	1956	3,569	\$ 28,550.58	8.000	14	140	\$ 1,121.61	8.012		\$	0.00	0.000
Sep	2007	3,555	\$ 28,442.64	8.001	14	140	\$ 1,117.37	7.981		\$	0.00	0.000
Oct	2060	11,420	\$ 51,989.15	4.552	15	206	\$ 1,376.07	6.680		\$	0.00	0.000
Nov	2150	17,387	\$ 97,567.94	5.612	16	386	\$ 2,532.29	6.560		\$	0.00	0.000
Dec	2329	24,407	\$ 150,011.00	6.146	67	1,911	\$ 12,603.17	6.595		\$	0.00	0.000
TOT	23331	163,003	\$ 1,154,428.23	7.082	220	5,745	\$ 39,653.59	6.902		\$	0.00	0.000

INDUSTRIAL				INTERRUPTABLE				TRANSPORTED TO COMMERCIAL				
Cust	MCF	Revenue	\$/MCF	Cust	MCF	Revenue	\$/MCF	Cust	MCF	Revenue	\$/MCF	
Jan		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Feb		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Mar		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Apr		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
May		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Jun		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Jul		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Aug		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Sep		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Oct		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Nov		\$	0.00	0.000		\$	0.00	0.000		\$	0.00	0.000
Dec	1	\$	6.45	0.000		\$	0.00	0.000		\$	0.00	0.000
TOT	1	\$	6.45	0.000		\$	0.00	0.000		\$	0.00	0.000

TRANSPORTED TO INDUSTRIAL				TOTAL CUSTOMERS				
Cust	MCF	Revenue	\$/MCF	Cust	MCF	Revenue	\$/MCF	
Jan		\$	0.00	0.000	1824	29,814	\$ 223,519.72	7.497
Feb		\$	0.00	0.000	1829	27,078	\$ 198,511.19	7.331
Mar		\$	0.00	0.000	1844	23,423	\$ 172,273.87	7.355
Apr		\$	0.00	0.000	1846	12,463	\$ 102,451.49	8.220
May		\$	0.00	0.000	1817	7,118	\$ 57,394.35	8.063
Jun		\$	0.00	0.000	1793	2,016	\$ 34,903.03	17.313
Jul		\$	0.00	0.000	1970	3,715	\$ 29,716.35	7.999
Aug		\$	0.00	0.000	1970	3,709	\$ 29,672.19	8.000
Sep		\$	0.00	0.000	2021	3,695	\$ 29,560.01	8.000
Oct		\$	0.00	0.000	2075	11,626	\$ 53,365.22	4.590
Nov		\$	0.00	0.000	2166	17,773	\$ 100,100.23	5.632
Dec		\$	0.00	0.000	2397	26,318	\$ 162,620.62	6.179
TOT		\$	0.00	0.000	23552	168,748	\$ 1,194,088.27	7.076

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CITY OF SUGAR HILL
NATURAL GAS SYSTEM REPORTS - 1990

GAS PURCHASES AND DELIVERIES (MCF)

	DELIVERED PREV. YEAR	GAS PURCHASES			TOTAL PURCHASES	INJECTED INTO STORAGE	WITHDRAWAL FROM STORAGE	COMM/IND TRANSPORT	TOTAL DELIVERED	12 MONTH CUMULATIVE DELIVERIES
		PIPELINE COMMODITY	MS&G TRANSPORT	OTHER TRANSPORT						
January	28,493	8,910	2,087	22,885	33,882	422	422	33,882	161,848	
February	24,210	8,285	9,814	8,625	26,724			26,724	164,362	
March	17,258	3,720	6,821	7,620	18,161			18,161	165,265	
April	12,962	3,315	6,399		9,714			9,714	162,017	
May	5,028		1,078	5,273	6,351			6,351	163,340	
June	4,263		690	3,946	4,636			4,636	163,713	
July	4,064		671	3,787	4,458			4,458	164,107	
August	3,990		1,042	3,403	4,445			4,445	164,562	
September	4,782	612	567	3,509	4,688			4,688	164,468	
October	8,469	6,241	1,246	5,102	12,589			12,589	168,588	
November	16,044			17,960	17,960			17,960	170,504	
December	26,896	16,444	4,230	9,702	30,376	880	880	30,376	173,984	
TOTALS	156,459	47,527	34,645	91,812	173,984	1,302	1,302	173,984		

GAS CONSUMPTION (MCF)

	CONSUMPTION PREV. YEAR	GAS BILLED	TRANSPORTED TO INDUSTRIALS	TOTAL CONSUMPTION	12 MONTH
					CUMULATIVE CONSUMPTION
January	28,714	29,814		29,814	131,398
February	23,047	27,078		27,078	135,429
March	13,862	23,423		23,423	144,990
April	14,572	12,463		12,463	142,881
May	4,864	7,118		7,118	145,135
June	3,194	2,016		2,016	143,957
July	2,261	3,715		3,715	145,411
August	2,151	3,709		3,709	146,969
September	2,750	3,695		3,695	147,914
October	4,740	11,626		11,626	154,800
November	13,315	17,773		17,773	159,258
December	16,828	26,318		26,318	168,748
TOTALS	130,298	168,748		168,748	

UNACCOUNTED FOR GAS (MCF)

	CURRENT MONTH	12 MONTHS	%
			12 MONTHS
January	4,068	30,450	18.8
February	-354	28,933	17.6
March	-5,262	20,275	12.3
April	-2,749	19,136	11.8
May	-767	18,205	11.2
June	2,620	19,756	12.1
July	743	18,696	11.4
August	736	17,593	10.7
September	993	16,554	10.1
October	963	13,788	8.2
November	187	11,246	6.6
December	4,058	5,236	3.0

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KECK & WOOD, INC.

ENGINEERS • DESIGNERS
MANAGERS • PLANNERS
COMPUTER SPECIALISTS

200 GREY CREEK DRIVE (404) 543-6469
ATHENS, GEORGIA 30606

March 8, 1990

Honorable Mayor and City Council
City of Sugar Hill
4988 W. Broad St.
Sugar Hill, GA 30518

RE: Natural Gas Requirements

Gentlemen:

The Sugar Hill Gas System in a major growth mode has two major problems in its gas supply:

A. Inadequate Contract. The City's contract with Transcontinental Gas Pipeline Company (TRANSCO) on a daily basis is:

G-GAS	1,015 DT	
GSS	35	
LGA	250	1,300 DT.

Our estimate of requirements is as follows:

Winter 1990/91	2,800 DT
1991/92	3,300 DT
1992/93	3,800 DT
1993/94	4,300 DT
1994/95	? DT

B. Inadequate Delivery Capacity. The Suwanee Lateral through which City obtains its gas is fully allocated; the maximum quantity City can take through its existing delivery point is the sum of its contracts: 1,300 DT/DAY.

Potential solutions are not all interrelated to the two supply problems. These solutions, hopefully comprehensive, are discussed following:

1. Sell Gas System. Potential sale price is about \$1,600,000. Upside: Someone else's problems. Investment interest on sale proceeds would range from \$80,000 to \$125,000 per year plus franchise fees (\$250,000 to \$350,000 per year). Control of rates, growth, etc.

Honorable Mayor and City Council
Sugar Hill
March 8, 1990
Page Two

2. Freeze Customers. Upside: Limit future problems. Downside: Already have problems. Limit future revenues. Obligation to serve territory.

3. Cooperation with Atlanta Gas. On February 9, 1990, the City and its Consultants met with the president of Atlanta Gas (AGL) to explore this potential. AGL was intransigent in its unwillingness to cooperate with the City.

4. Construction of New Pipeline. This is a viable solution requiring construction of approximately 30 miles of large diameter pipeline to the "main line" in the vicinity of Monroe. Upside: Partners such as Buford and Winder would be attracted. Downside: Expensive. Estimated cost of 6" pipe is \$2,000,000. 8" pipe about \$4,000,000. Would not solve problem A.

5. Backhaul Gas. This is the purchase of gas from a downstream distributor and taking the gas by displacement. This is the current (and temporary) solution to City's problems. Upside: Backhaul gas can be taken over and above contract gas. Downside: Not permanent. Generally expensive. Does not address problem B.

6. TRANSCO Southern Expansion. Relates to plans of Transco to add mainline pipe and compressor capacity and increase contracts to its distributors under planning for about 12 years. It is proposed to be in place by the Winter of 1990/91. Transco says that this will increase capacity on the Suwanee Lateral. Upside: This will provide partial solution to both problems. Downside: The incremental contract gas will be expensive.

7. LP/AIR Supplement. The City already owns part of a Propane Peak Shave Plant. An additional plant could be built on the west side of the service area for a cost of about \$200,000. Upside: This would solve both problems if implemented in conjunction with the Southern Expansion (No. 6 above). Downside: Propane is not fully interchangeable with natural gas. It can be used, however, mixed 50/50 with natural gas. (Example: 2,000 DT natural gas and 2,000 DT propane air). Feedstock propane is uncertain in price, is not controlled and varies both in supply and price from winter to summer.

Honorable Mayor and City Council
Sugar Hill
March 8, 1990
Page Three

8. LNG. Liquefied Natural Gas is used by the City of Austell, Georgia and by the Atlanta Gas Light Company for supplementing supplies on a peak day. A liquifaction plant is prohibitively expensive. A storage plant adequate for a 10-day supply for Sugar Hill would cost about \$3,000,000; add Buford for a total cost of about \$5,000,000. Caveat: Provided you could find a location. Upside: Replace natural gas with natural gas. Downside: Federal requirements for site are stringent. Feedstock, to be stored in the summer, is expensive. (Trussville, Alabama, Atlanta Gas, Chattanooga Gas, etc.) Public perception is high-hazard.

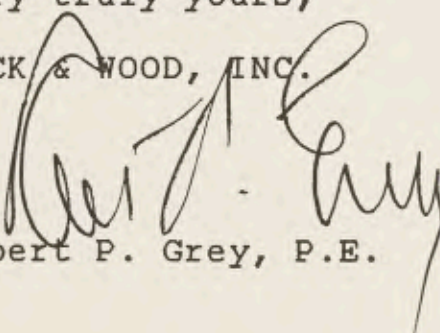
RECOMMENDATIONS: We recommend:

(1). The City utilize items 6 and 7 in the solution of the supply problems. Capital costs would be about \$200,000 plus cost of property. Operation costs would be about \$7.50 per 1,000 MMBTU plus the cost of the gas. (Example: at 3,500 DT per day, incremental gas would be $3,500 - 1,300 = 2,200$ DT. Fixed (Demand) cost would be $2,200 \times 7.50 \times 12$ months = \$198,000 per year additional).

(2). City purchase site for Propane Plant. Ideally a minimum of 2 acres (about 300' x 300') in the vicinity of the west side of the service area.

Very truly yours,

KECK & WOOD, INC.


Robert P. Grey, P.E.

RPG:kca

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MAYOR & COUNCIL MEETING
MONDAY, MARCH 12, 1990
7:30 P.M.

A G E N D A

Meeting called to order.
Silent Prayer and Pledge to the Flag.
Reading of past minutes.
Swear in Melinda Petruzzi to the Clean & Beautiful Committee

Committee Reports

- A) Planning & Zoning Board
- B) Recreation Board
- C) Clean & Beautiful Committee
- D) Budget & Finance
- E) Betterment Committee

Old Business

- A) Sign Ordinance - Public Hearing
- B) Drainage Problems
- C) Sanitation Fees for Multi-Family Dwellings
- D) Tina Weygandt - Property on Sycamore Road
- E) Commercial Filing Fees for Developments - Public Hearing

New Business

- A) Rezoning Request - J. Reddish, 947 N. Price Road - Public Hearing
- B) 1989 Audit Presentation
- C) Insurance Bids
- D) Ellis Maloof - Building Permits for Secret Cove
- E) Request to Dedicate Roads in Apple Ridge & Cherry Valley MHP's
- F) "A Can Do Week" Resolution

City Manager's Report

- A) Request to Purchase Commercial Vacuum Cleaner
- B) Report on Traffic Light at P.I.B. & Alton Tucker Blvd.

City Clerk's Report

- A) City Brochures

Council Reports

Citizens Comments

Adjournment

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MAYOR & COUNCIL MEETING
MONDAY, MARCH 12, 1990
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, March 9, 1990.

In attendance: Mayor George Haggard and Councilmembers Bobbie Queen, Dave Hawthorne, Thomas Morris, Reuben Davis and Bobby Fowler.

Meeting called to order at 7:32 p.m.

Mayor Haggard asks Gary Chapman to give the invocation. Pledge to the flag led by Councilmember Hawthorne.

Minutes

Councilmember Hawthorne moves to accept minutes with correction on 3/8/90 minutes, 35 degrees instead of 35%. Second to the motion by Councilmember Morris. Vote unanimous.

Melinda Petruzzi was not present to be sworn in on the Clean & Beautiful Committee.

Planning & Zoning Board

City Manager Kathy Williamson reads the minutes from the last P&Z meeting.

Recreation Board and Clean & Beautiful Committee

Councilmember Queen states that the Recreation Board, along with the Clean & Beautiful Committee, is sponsoring the Little Miss Sugar Hill Beauty Pageants. These pageants will be held on April 7, 1990. The two boards are also working together organizing the Sugar Hill Festival on Saturday, May 5, 1990. Anyone who would like to help out the day of the festival can contact city hall.

Budget and Finance

Councilmember Hawthorne states that all funds are positive at this time with the exception of the Street & Bridge Fund. The total positive balance at this time is \$335,000.00 which is typical this time of the year. The positive variance will be lost during the summer months. Our position is right on target in relation to where we should be at this time in our budget.

Betterment Committee

Councilmember Hawthorne states that there were 14 members present at the last committee meeting. They have elected Mrs. Judy Chapman to serve as the Chairman of the committee. The committee will be submitting their recommendations to the liaison at the next committee meeting and they will be reviewed at that time and presented to the council at the next council meeting.

Sign Ordinance

City Manager Kathy Williamson states that she has met with the task force appointed by the Mayor and this proposed sign ordinance reflects the recommendations they have made to the council. Mrs. Williamson reads the proposed sign ordinance aloud. Councilmember Hawthorne asks what the fees are if the ordinance is violated. Mrs. Williamson states that the council needs to set those fees as well. Councilmember Fowler moves to approve the proposed sign ordinance. Second to the motion by Councilmember Morris. Councilmember Hawthorne states that a fee schedule needs to be attached which charges commercial signs a permit fee of \$50.00 each. Violators of this sign ordinance will be sent a registered letter warning them that on the 2nd violation they will be fined \$100.00 and on the 3rd violation they will be fined \$500.00. Councilmember Queen states that she feels it will be hard to enforce this ordinance with alot of realtors coming from the Atlanta area. Mrs. Queen asks Bob Saine and Venita Masters of the Norton Agency if they feel this ordinance will work. They both state yes. Councilmembers Fowler and Morris amend their motion and second to include the fee schedule Councilmember Hawthorne mentioned. Vote 4 for, 1 opposed - Queen. Motion carried 4 to 1.

Drainage Problems

City Manager Kathy Williamson states that Councilmember Fowler accompanied her when she went to look at the two drainage problems. Councilmember Fowler states that it is in the city right of way. The cost to repair the Buice problem will be approximately \$250 and the cost to repair the Jones problem will be approximately \$2,200. Councilmember Fowler moves to repair the drainage problems at the city's expense. Motion dies for lack of second. Councilmember Queen states that there are alot of older subdivisions in the city that were built before we had any detailed requirements and there are alot of similar problems all over the city and she feels we cannot afford to repair all of these ourselves. Mayor Haggard asks the city manager to write a letter to the Jones' and Buice's notifying them that the city will not repair these drainage problems at the city's expense.

Sanitation Fees for Multi-Family Dwellings

Councilmember Hawthorne moves to charge all residential customers \$5.00 per month for sanitation service as was discussed in the work session on this matter. Second to the motion by Councilmember Queen. Vote unanimous.

Tina Weygandt - Property on Sycamore Road

City Manager Kathy Williamson states that Utilities Supervisor Billy Hutchins surveyed the property and discovered there were 3 more houses as well as Ms. Weygandt's that could be tied onto city utilities. The cost to run these utility lines would be approximately \$600.00 to \$700.00. Mrs. Williamson feels this matter has been handled. Ms. Weygandt states that she is satisfied.

Commercial Filing Fees for Developments - Public Hearing

City Manager Kathy Williamson reads the ordinance aloud which requires a \$350.00 filing fee be paid on commercial developments. Councilmember Hawthorne moves to adopt the ordinance. Second to the motion by Councilmember Morris. Vote unanimous.

Mayor Haggard amends the agenda to let Mrs. Roberts speak.

Mrs. Roberts asks if the council will consider paying interest on utility deposits when they are refunded. The council agrees that they will consider this matter.

Rezoning Request - J. Reddish, 947 N. Price Road - Public Hearing

Mr. Reddish is not present, but is asking for a rezoning on his property at 947 N. Price Road from RS-100 to LM. Councilmember Hawthorne moves to take the recommendation of the P&Z Board and deny the rezoning request. Second to the motion by Councilmember Queen. Vote unanimous.

1989 Audit Presentation

Rymon Wilborn thanks the Mayor & Council for giving him the opportunity to do the audit for the city this year. Mr. Wilborn thanks all the office personnel for their support with the audit. Mr. Wilborn discusses the audit with the council. Refer to 1989 Audit. He also recommends that the city update its computer software in order to have more accurate accounting records.

City Manager Kathy Williamson presents Ms. Chandra Free with a Certificate of Appreciation for her support with the audit.

Insurance Bids

Deputy Clerk Holly Burell recommends the council accept the bid from JMEBS for the health and life insurance coverage and GIRMA for property, auto and general liability insurance coverage. Both these companies are affiliated with GMA. Greg Fender with GMA is present to answer any questions the council may have. Mayor Haggard asks Mr. Fender if they have had any lawsuits recently. Mr. Fender states no. Mayor Haggard asks if any cities have cancelled their contracts with GMA recently. Mr. Fender states no, there is not one city in Georgia, that has dealt with them before, cancelled their contract. Mr. Fender explains that GMA is under attack from private insurance companies because they are taking business away from the private businesses. City Manager Kathy Williamson states that the only difference in this coverage and last year's coverage is that we are dropping collision insurance coverage and going with liability coverage with a \$1,000.00 deductible. Councilmember Hawthorne asks Mr. Fender what amount of increase is this coverage compared to last year. Mr. Fender states that there is a 10% increase. Councilmember Hawthorne states that most private insurance companies increased from 80% to 90%. Mayor Haggard states that there is one insurance company that bid

lower than GMA. Ms. Burell explains that this is true, however, if a vehicle or building is added throughout the year, the premiums go up. But with GMA the premiums will not go up if a new vehicle or building is added. Mr. Fender explains that there are no commissions or profits involved with GMA which save the city about 30% up front. Mr. Fender also discusses some other assets to this insurance coverage. Councilmember Hawthorne moves to accept the recommendation of the deputy clerk and go with JMEBS and GIRMA with GMA. Second to the motion by Councilmember Morris. Vote unanimous.

City Manager Kathy Williamson presents Ms. Holly Burell with a Certificate of Appreciation for all her hard work with the insurance bid process.

Ellis Maloof - Building Permits for Secret Cove

City Manager Kathy Williamson states that Mr. Maloof is requesting the council extend 25 permits which he purchased along with sewer taps back in 1987. These permits have been extended twice before. Councilmember Queen moves to extend the permits for 12 more months. Second to the motion by Councilmember Hawthorne. Vote unanimous.

Request to Dedicate Roads in Apple Ridge & Cherry Valley MHP's

City Manager Kathy Williamson states that Mr. Jimmy O'Quinn is selling his mobile home parks and the prospective buyers wants the city to own and maintain the streets in these mobile home parks. Mrs. Williamson states that Building Inspector Steve Kennedy inspected the streets in these mobile home parks and stated that they were in full compliance with our ordinances. Councilmember Queen moves to accept the streets in the Apple Ridge and Cherry Valley Mobile Home Parks. Second to the motion by Councilmember Fowler. Vote unanimous.

"A Can Do Week" Resolution

Mayor Haggard reads the resolution the Gwinnett Clean & Beautiful is asking the city to adopt. Councilmember Hawthorne moves to adopt the resolution. Second to the motion by Councilmember Queen. Vote unanimous.

Request to Purchase Commercial Vacuum Cleaner

City Manager Kathy Williamson requests the city purchase a commercial vacuum cleaner since we have gone through several regular vacuum cleaners over the past 2 years. The cost of this commercial vacuum cleaner is \$369.00 and has a 1 year warranty. Councilmember Hawthorne moves to authorize the city manager to purchase a commercial vacuum cleaner and attachments, not to exceed \$500.00. Second to the motion by Councilmember Morris. Vote unanimous.

Traffic Lights

City Manager Kathy Williamson reports that she has written another letter to the county concerning the 4-way stop and the traffic light at P.I.B. and Alton Tucker Blvd. So far she has not heard a response from them.

MAYOR & COUNCIL MEETING
MONDAY, MARCH 12, 1990
MINUTES, CONT'D.
PAGE 5

City Brochures

City Clerk Judy Foster states that this is for the council to review whether or not they want to have a city brochure printed up or not. Councilmember Queen will review this matter.

Citizens Comments

Barbara Hoover states that she feels Mayor Haggard should not have made those accusations to Mr. Fender with GMA until they were documented. She states that she is offended by the Mayor's comments.

Adjournment

Councilmember Hawthorne moves to recess into a personnel meeting. Second to the motion by Councilmember Queen. Vote unanimous.

Council meeting reconvened.

Councilmember Hawthorne moves to adjourn the council meeting. Second to the motion by Councilmember Queen. Vote unanimous.

Meeting adjourned at 10:10 p.m.

Judy Foster

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WORK SESSION
THURSDAY, MARCH 8, 1990
7:00 P.M.

M I N U T E S

In attendance: Mayor Haggard, Mayor Pro Tem Queen, Council Members Morris, Fowler and Hawthorne, City Manager Kathy Williamson, Utilities Superintendent Billy Hutchins, and Bob Grey and David Van Landingham with Keck & Wood.

Session called to order at 7:30 p.m.

Gas Capacity

Bob Grey presents a letter to the city council. Refer to letter. Mr. Grey reads through the letter discussing each point. Mr. Grey feels our gas system will only last through one more winter as is. He feels that we need to continue to add customers in order to have the revenue to update the system. At 35%, we begin going over our gas capacity. Mr. Grey states that he is very serious with this recommendation to build another peak shaving plant and to join the Southern Expansion project. He suggests that we proceed with caution in case another option comes along. He suggests we have the new peak shaving plant installed by the summer of 1991. Mr. Grey also states that we need industry in Sugar Hill so we have an even flow of gas sales throughout the year and not only in the winter.

Work session adjourned at 8:50 p.m.

Judy Foster

ORDINANCE

The Council of the City of Sugar Hill hereby ordains:

That Section 609 of the Zoning Ordinance of the City of Sugar Hill, Georgia is hereby amended by deleting the present section in its entirety and substituting the following section in its place:

Section 609. Signs and Posters.

The sign regulations contained in this section shall apply to permanent and temporary signs whether attached to buildings or other structures, freestanding or mobile.

- 1) No billboards are allowed within the City of Sugar Hill.
- 2) All signs and posters are prohibited in all districts except as specifically allowed in the use provisions of a particular zoning district, or except as otherwise allowed in this section.
- 3) The following signs may be erected within the City of Sugar Hill without the necessity of obtaining a permit or paying a permit fee:
 - (a) Customary signs such as mailbox signs, names of occupants, and building numbers.
 - (b) Traffic, public safety and railroad crossing signs.
 - (c) Signs which are part of seasonal or holiday decorations.
 - (d) Campaign, political and display signs, limited to a total of not more than eight square feet in area per lot, used in connection with political campaigns and civic health, safety and welfare campaigns provided that such signs shall be placed only on private property by permission of the property owner, and shall be removed within fifteen days following the conclusion of the campaign and shall be erected for a total time of no more than sixty days. Such signs shall not be placed on telephone poles or trees.
 - (e) A maximum of one sign per lot pertaining only to the lease, rent, or sale of the property on which the sign is displayed. Such sign may be single sided or double sided and shall not exceed six square feet in area per side and no such sign shall be illuminated.
 - (f) One single sided or double sided identification sign or bulletin board not exceeding 36 square feet in area per side containing the name any civic, charitable, religious, patriotic, fraternal or similar organization provided said sign is erected on the property where said agency or organization is located. Should

the property on which such a sign is erected be located on a roadway with a speed limit of 50 miles per hour or more, the size of the sign may be increased to 40 square feet in area per side.

(g) Governmental Agency directional signs.

(h) Realtor direction signs for the purpose of directing consumers to homes for sale may be erected at any intersection within the corporate limits of the City with the exception of the intersection of Highway 20 and Peachtree Industrial Boulevard. All such realtor directional signs shall be a blue generic real estate sign of a design to be approved by the City. Only one such realtor directional sign per direction shall be located at any intersection.

4) The following signs may be erected in the City of Sugar Hill after the issuance of a permit by the City and upon paying the permit fee established by the Mayor and Council of the City:

(a) Any commercial or professional identification sign located on the property where the commercial or professional enterprise is operated. Said signs may be single sided or double sided and shall not exceed 36 square feet in area per side. Permit applications shall require the submission of a sketch of the proposed sign including its dimensions and a sketch of the proposed location of the sign on the property. Should the property on which such a sign is erected be located on a roadway with a speed limit of 50 miles per hour or more, the size of the sign may be increased to 40 square feet in area per side.

(b) The City will provide directional signage at key locations within the City in order to direct consumers to new subdivisions under construction within the City limits. These signs will say "NEW HOMES" and will have the price range for the subdivision with an arrow pointing in the direction of the new subdivisions. The signs will be placed on appropriate routes to direct consumers to the subdivision. Each sign will be identical in size and color and will not exceed twelve square feet. A subdivision may have such a sign erected by the City by obtaining a permit from the City and paying the permit fee established by the Mayor and Council of the City of Sugar Hill. A permit for such a sign shall be valid for a period of one year. Such sign shall be removed by the City prior to the end of the one year period should the subdivision be built out prior to that time. The City will post these signs on Friday afternoon and will remove the signs on Monday morning. The purchase of these signs shall be optional and should the developer of a new subdivision not desire to purchase such a sign, the developer shall have the right to place realtor directional signs as allowed under subsection (h) of paragraph 3 of this section subject to all conditions set forth therein.

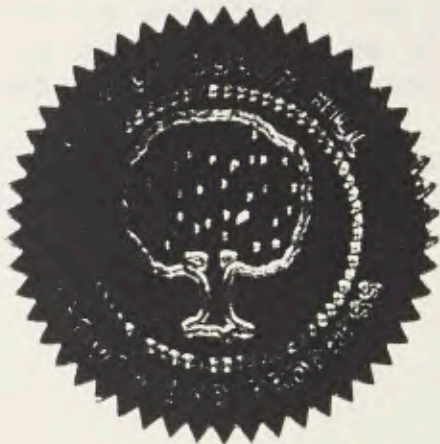
5) Portable signs of any type are prohibited, unless otherwise specifically authorized by other provisions of this ordinance.

6) Signs attached to any street signs or markers, traffic control signs or devices, or attached to or painted on any pole, post, tree, rock, shrub, plant or other natural object or feature are prohibited.

7) The height of any sign allowed in the City of Sugar Hill shall not exceed the height regulations of the zoning district in which the sign is located. No sign shall be erected or installed within the right-of-way of any roadway or in such a manner as to project into the right-of-way of any roadway. No sign may be located in such a manner that it will obstruct or interfere with the view of a traffic sign or signal. No sign shall be erected within 200 feet of an intersection in such a manner that it will obstruct the view of a motorist.

8) No sign may be installed, erected or used which flashes, rotates or simulates action in a way which distracts attention from or causes confusions with a traffic control signal.

IT IS SO ORDAINED this 12 day of March, 1990.



Gregory Haggard
Mayor

Bobbie Queen
Council Member

Paul D. King
Council Member

David A. Howell
Council Member

Robert C. Seaman
Council Member

Thomas Marris
Council Member

Attest:

Nudy Foster
Clerk

APR
MAY
JUN

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & COUNCIL
FROM: CITY MANAGER
DATE: MARCH 8, 1990
RE: TINA WEYGANDT'S POSITION FOR UTILITIES

Mr. Hutchins surveyed the property of Ms. Weygandt and found another access to city utilities for her new home. This access is shorter and is less costly to Ms. Weygandt.

Through this access, Mr. Hutchins found the city could service three other homes in the area with city utilities.

APR

MAY

JUN

February 7, 1990

Mrs. Judy Foster
City of Sugar Hill
4988 West Broad Street
Sugar Hill, GA 30518

Dear Mrs. Foster:

As of March 29, 1988, our parcel of land was put into the city through legislation, which was passed by the General Assembly.

We did not choose to be put into the city limits. We were originally put in to allow Sycamore Summit Subdivision city benefits. That was fine, except now that we are in the city, we would like some of these benefits.

To get water and gas back to our property, it would have to be run up the easement road off of Sycamore Road, which is approximately 2000 feet.

When I came in to City Hall, the prices quoted were for gas and water which would run 100 feet and each additional foot is \$2.00/foot. Therefore, it would cost \$4000 for gas and \$4000 for water. Where are my benefits of having been brought into the city?

I respectfully request that these charges be waived. I am not choosy about where the water and gas is run from, if it has to be run from Riverside Road through the back of the land that would be fine.

I did not ask to be put in the city limits and cannot see any benefits I have gained. I think the only benefits were given to the developers of Sycamore Summit at my expense.

I would appreciate review of this matter by the Mayor and City Council at the next council meeting on February 12, 1990.

Sincerely,

Tina Weygandt

Mrs. Tina C. Weygandt
970 Riverside Road
Buford, Ga. 30518
(404) 271-0639

WK 447-5660

APR
MAY
JUN

ORDINANCE AMENDMENT

The Council of the City of Sugar Hill, Georgia hereby ordains that:

Article IX. FINAL SUBDIVISION PLAN PROCEDURES of the City's Subdivision Ordinances be amended to include Section G - "Application for final commercial plan approval" which shall read as follows:

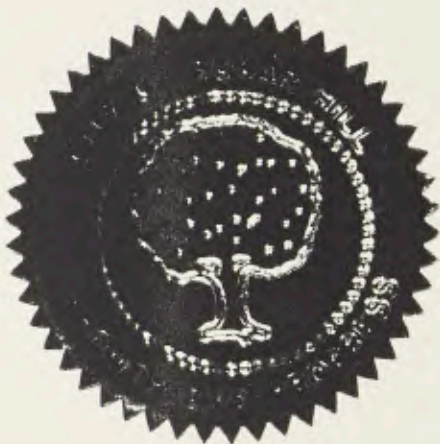
Section G. Application for final commercial plan approval.

Submission of a final commercial plan to the Planning Commission by a developer shall occur when a currently valid preliminary commercial plan has previously been tentatively approved by the Planning Commission, and the following have been received at the office of the building inspector:

- (1) A final plan filing fee of three hundred fifty dollars (\$350.00).
- (2) Two copies of both parts of the final commercial plan.

This ordinance amendment shall become effective March 13, 1990.

IT IS SO ORDAINED this 12th day of March, 1990.



George Haggard
Mayor

Bobbie Queen
Council Member

Paul A. Dean
Council Member

David J. Harts
Council Member

Robert C. Feuler
Council Member

Thomas Martin
Council Member

Attest:

Judy Foster
Clerk

APR
MAY
JUN

PLANNING & ZONING BOARD'S REZONING RECOMMENDATION TO THE
MAYOR AND COUNCIL OF THE CITY OF SUGAR HILL

DATE OF P&Z MEETING 2-19-90

COMMENTS MADE BY P&Z BOARD ON REZONING:

Planning and Zoning Board moves to deny the rezoning request for
Johnny Reddish at 947 N. Price Road.

RECOMMENDATION FROM P&Z BOARD:

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

CITY MANAGER

CITY CLERK

APR
MAY
JUN

CITY OF SUGAR HILL
REZONING APPLICATION
FEE \$50.00

DATE OF APPLICATION 2-12-90
PROPERTY OWNER'S NAME Johnny Ray Reddick
PROPERTY OWNER'S ADDRESS 947 N Price Rd.
Buford, Ga. 30093

ATTACH LEGAL DESCRIPTION AND PLAT OF PROPERTY

7-272-109

DESCRIPTION OF PROPOSED USE: Commercial Re Sale

TIMETABLE FOR DEVELOPMENT:

EXISTING ZONING RS 100 PROPOSED ZONING M-1 (LM)

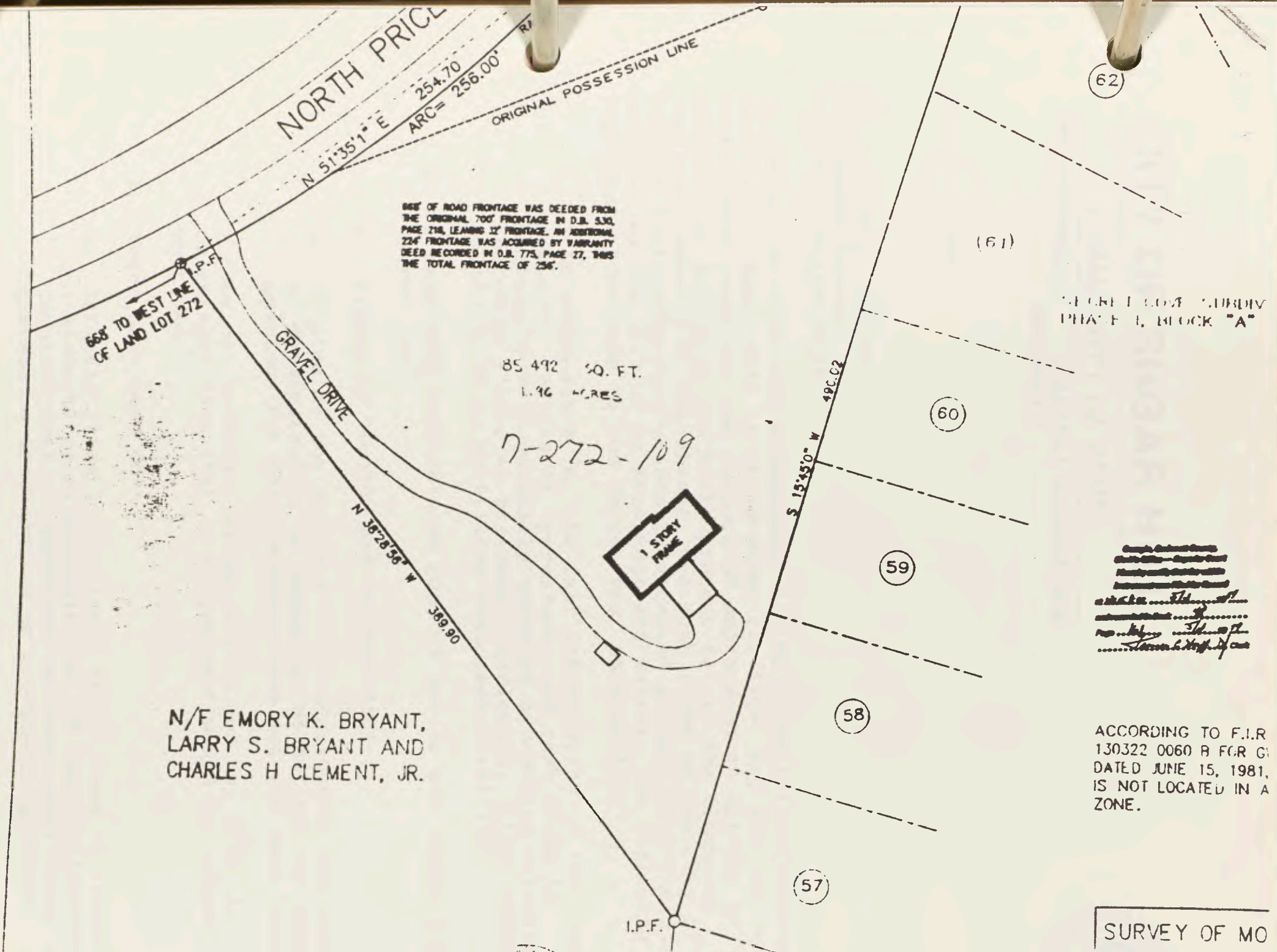
SIGN ERECTED OF PROPERTY: YES NO

Rezoning notices sent out

FOR ADMINISTRATIVE USE ONLY

DATE APPLICATION RECEIVED 2-12-90
RECEIVED BY Holly Buell
FEE PAID 50.00 cash CHECK # _____

APR
MAY
JUN



668' OF ROAD FRONTAGE WAS DEDED FROM THE ORIGINAL 700' FRONTAGE IN D.B. 530, PAGE 218, LEAVING 32' FRONTAGE. AN ADDITIONAL 224' FRONTAGE WAS ACQUIRED BY WARRANTY DEED RECORDED IN D.B. 775, PAGE 27, THIS THE TOTAL FRONTAGE OF 256'.

*Survey of Missouri
County of [unclear]
Survey of [unclear]
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]
[unclear] [unclear] [unclear]*

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



March 8, 1990

Mr. J. Rymon Wilborn
283 Murphy Avenue
Buford, Georgia 30518

In connection with your examination of the financial statements of the City of Sugar Hill as of December 31, 1989, and for the twelve months then ended for the purpose of expressing an opinion as to whether the financial statements present fairly the financial position, results of operations, and cash flows of the City of Sugar Hill in conformity with generally accepted accounting principles, I confirm, to the best of my knowledge and belief, the following representations made to you during your examination.

1. I am responsible for the fair presentation in the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles, including financial statement disclosure, I have engaged you to advise me in fulfilling that responsibility.
2. I have made available to you, if and to the extent requested by you, all-
 - a. Financial records and related data.
 - b. Minutes of the meetings of commissioners, and committees of commissioners, or summaries of actions of recent meetings for which minutes have not yet been prepared.

I have not knowingly withheld from you any financial records or related data that in my judgment would be relevant to your audit.

3. There have been no-
 - a. Irregularities (intentional distortions of financial statements or misappropriations of assets) involving commissioners or employees who have significant roles in processing transactions or safeguarding assets.
 - b. Irregularities involving other employees that could have a material effect on the financial statements.

APR

MAY

JUN

- c. Communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on financial statements.
4. The council has not adopted any plans nor does it have present intentions that could materially affect the carrying value or classification of assets and liabilities in the financial statements.
5. The following have been properly recorded or disclosed in the financial statements:
 - a. Arrangements with financial institutions involving compensation balances or other arrangements involving restrictions on cash balances and line-of-credit or similar arrangements.
 - b. Agreements to repurchase assets previously sold.
6. There are no-
 - a. Violations or possible violations of laws or regulations that have come to my attention whose effects are regarded as significant enough to be considered for disclosure in the financial statements or as a basis for recording a loss contingency.
 - b. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by Statement of Financial Accounting Standards No. 5.
7. There are no unasserted claims that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No. 5.
8. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements and there are no undisclosed assets or liabilities.
9. The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged, except as made known to you.
10. The City of Sugar Hill has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

APR

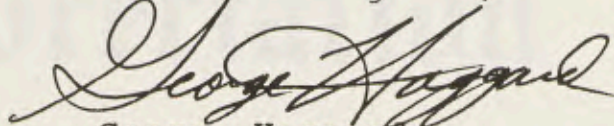
MAY

JUN

Mr. J. Rymon Wilborn
Page Three

11. No events have occurred subsequent to the balance-sheet date that would require adjustments to, or disclosure in, the financial statements.

With best regards,



George Haggard
Mayor

APR

MAY

JUN

Certificate of Appreciation

Awarded to:

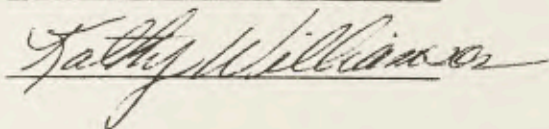
Chandra Free

From: Kathy Williamson

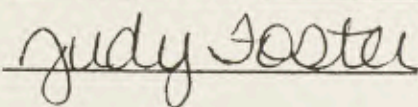
City Manager

For: All your support with the 1989 Audit!

Kathy Williamson



Judy Foster



this 12th day of March 19 90

APR
MAY
JUN

M E M O

TO: MAYOR & COUNCIL
FROM: HOLLY BURELL
DATE: MARCH 9, 1990
SUBJECT: HEALTH & LIFE, PROPERTY, AUTO & GENERAL LIABILITY INSURANCE

After reviewing the attached summary sheets of the bids I received, I would like to recommend to the council that you accept the bid proposal from GMA/JMEBS for the city's health, dental and life insurance coverage. My recommendation stems from the fact that they do not have the authority to increase premiums after the contract is signed. The other companies had assurances for certain dates that the premiums would not increase, but GMA/JMEBS does not work that way.

My recommendation is to accept GMA/GIRMA bid proposal on property, auto and general liability insurance coverage.

APR

MAY

JUN

HEALTH & LIFE

INSURANCE COMPANY	DEDUCTIBLE	CO-INSURANCE	OUT-OF-POCKET	MATERNITY	DENTAL	DISABILITY	PRES. CARD	PRE-CERTIFICATION
Findley Insurance HMO PLAN	\$0.00 Their Doctors \$300 Your Doctor	\$0.00 80/20	\$5.00 visit 80/20 visit	\$5.00 total 80/20 visit	80/20	NO	\$5.00	YES
Burnette Insurance	\$100.00	85/15	80/15 visit	80/15 visit	80/15	NO	\$5.00 \$2.00 generic	YES
Bill Hopkins United Chambers Ins.	\$100.00	80/20	80/20 visit	80/20 visit	80/20	\$50 - \$300 Emp. Status	\$6.00 \$3.00 generic	YES
Robert Swan & Assoc.	\$100.00	80/20	80/20 visit	80/20 visit	No	\$300.00 Employee	No	YES
Michael Trees Time Insurance	\$100.00	80/20	80/20 visit	80/20 visit	80/20	\$100 - \$300 Emp. Status	\$5.00 \$2.00 generic	YES
Sydney O. Smith	\$100.00	80/20	80/20 visit	80/20 visit	80/20	\$350.00 per month	\$5.00 \$3.00 generic	YES
Carpenters Insurance	\$200.00	80/20	80/20 visit	80/20 visit	No	No	No	YES
Metro Commerical	\$100.00	80/20	80/20 visit	80/20 visit	80/20	\$185.00 per week	No	Yes
GMA (JMEBS)	\$100.00	80/20	80/20 visist	80/20 visit	80/20	\$50 - \$300 Emp. Status	No	YES

JUN

MAY

APR

EMPLOYEE RATE	DEPENDENT RATE	EYE CARE	TOTAL COST	COMMENTS	LIFE INS.	RATING ON COMPANY
\$104.86	\$94.90	\$5.00 visit	\$6,272.77 month	must use their doctors. \$300 deductible if emp. uses personal doctor. rate guarantee 6 mths.		A+
\$345.54 dependent and employee		NO	\$6,910.95 month	rate guarantee 9 mths. can use any doctor	\$10,000.00 \$186.90 cost	A+
\$303.98 dependent and employee		No	\$6,079.25 month	no rate guarantee	\$10,000.00 \$98.00 cost	A+
\$239.14 dependent and employee		No	\$4,783.84	no rate guarantee	\$15,000.00 \$10.75 cost per employee	B
\$405.65 dependent and employee		No	\$8,113.00 month	rate guarantee 6 mths	\$20,000.00 \$495.00 cost	A+
\$162.42	\$242.26	No	\$7,125.60 month	rate guarantee 12 mths	\$25,000.00 \$182.25 cost	A+
NA	NA	No	\$4,468.85 month	no rate guarantee	\$20,000.00	NO RATE
\$126.16 dependent and employee		No	\$2,523.21 month	rate guarantee 12 mths	\$15,000.00 \$9.00 cost per employee	NO RATE
\$101.00	\$154.00	No	\$4,617.70 month	rate guarantee 12 mths	\$10,000.00 \$254.80 cost	NO RATE

PROPERTY , GENERAL LIABILITY

INSURANCE COMPANY	COST	COMMENTS	DEDUCTIBLE
METRO COMMERCIAL	\$35,780.00	No underwriter listed	\$250 - \$2500
FORREST PUCKETT	\$34,389.00	No excess liability on gas quoted. No underwriter listed.	\$250 - \$2500
GIRMA	\$35,112.00	Georgia Interlocal Risk Management Agency	\$2500 only

Certificate of Appreciation

Awarded to:

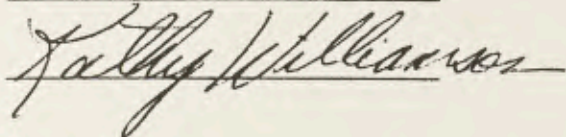
Holly Burell

From: Kathy Williamson

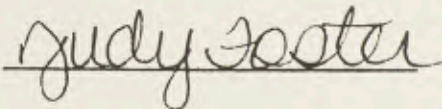
City Manager

For: All your hard work with the insurance bids!

Kathy Williamson



Judy Foster



this 12th day of March

19 90

M E M O

TO: MAYOR & COUNCIL
FROM: CITY MANAGER
DATE: MARCH 8, 1990
RE: BUILDING PERMITS BOUGHT WITH SEWER TAPS

During our last moritorium in 1987, the Mayor and Council tied the building permits to the sewer tap-ons. All these permits have been utilized except for Secret Cove. They have 25 building permits that they have not used. The developer is requesting an extension and that these permits be applied to the now existing building permit fees.

APR

MAY

JUN

EAM REALTY, INC.

6111 Peachtree Dunwoody Road
Bldg. C - Suite 200
Atlanta, GA 30328

ELLIS MALOOF, President

Phone (404) 392-9554
FAX 392-9016

FEBRUARY 15, 1990

DEAR MAYOR AND COUNCIL:

THIS HAS REFERENCE TO THE EXTENSION OF SEWER AND BUILDING PERMITS FOR SUGAR HILL SUB-DIVISION. AS YOU ARE AWARE THE MAYOR AND COUNCIL EXTENDED THE PERMITS TO JULY, 1988 AND ASKED THAT WE KEEP YOU ADVISED AS TO THE PROGRESS OF THE DEVELOPMENT. LOTS HAVE SOLD VERY SLOW DURING THE PAST 12 MONTHS DUE TO THE ESCALATING INTEREST RATES WHICH SLOWED DOWN BUILDING AND DEVELOPMENT. HOWEVER, WE ARE MAKING PROGRESS. WE HAD THE OPPORTUNITY TO MARKET A LARGE NUMBER OF LOTS ON A COUPLE OF OCCASIONS, BUT WE DID NOT FEEL THE BUILDER WOULD BUILD THE TYPE DEVELOPMENT WE AGREED TO PROVIDE IN THE SUGAR HILL COMMUNITY.

WE HAVE ONE OF THE NICEST SUB-DIVISIONS IN THAT AREA AND ARE VERY PROUD OF OUR DEVELOPMENT THUS FAR. WE ASKED THAT YOU CONTINUE TO EXTEND THE PERMITS AND WORK WITH US AND WE WILL CONTINUE TO PROVIDE A QUALITY PRODUCT OF WORKING WITH THE BETTER BUILDERS ONLY.

YOUR CONTINUED SUPPORT WILL BE GREATLY APPRECIATED.

SINCERELY,



ELLIS MALOOF

EAM:CL

APR

MAY

JUN

APPLE RIDGE

2054 APPLING CIRCLE

SUGAR HILL, GEORGIA ~~30247~~ 30518

TELEPHONE (404) 945-7666

March 6, 1990

Mrs. Kathy Williamson, City Manager
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia

Re: First Mortgage Loan Commitment from Goldome
Apple Ridge & Cherry Valley Mobile Home Parks &
Goldome's Requirement for Road Dedication Approval

Dear Mrs. Williamson:

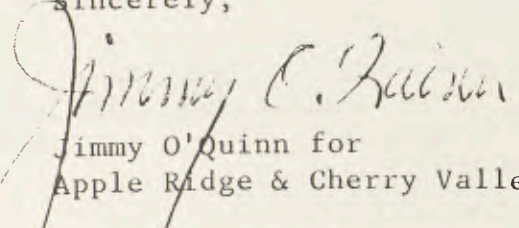
I am writing at the request of Goldome Credit Credit Corporation and their requirement for the City's acceptance dedication of the roads in the above name mobile home parks if the loan is closed at the sale of the property, per your letter (see attached) of January 26, 1990.

We are requesting that the roads be inspected and this matter placed on the City agenda for the March 12, 1990 meeting for consideration and approval, pending the closing of the sale and the loan funding. Since the present owner prefers not to dedicate the property and desires that the roads remain under private control, we would want the decision for approval to be contingent upon the closing of the Goldome Credit Corporation loan being closed and the property being transferred to the new owner.

As your letter of January 26, 1990 states, the prospective purchaser shall be responsible for the survey work required for the filing of the plat, the cost of any necessary inspections and/or repairs (if any) required by the City. So there will be no confusion regarding the payment of these costs, we would request the City to collect, in advance, for any of these costs from Mr. Robert Henritze of Cauble Real Estate Company, Inc.

Thank you for your kind consideration and help in expediting this matter and the contingency approval noted above. Please feel free to call me at 9210517, if there are any questions in the above matter.

Sincerely,


Jimmy O'Quinn for
Apple Ridge & Cherry Valley Mobile Home Parks

CC: Robert Henritze, Cauble Real Estate Company, Inc.
Steven L. Copeland, Goldome Credit Corporation

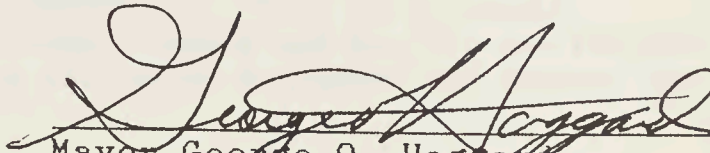
R E S O L U T I O N

- WHEREAS, Gwinnett Clean & Beautiful was chartered by a resolution of the Gwinnett County Board of Commissioners on March 17, 1980; and
- WHEREAS, Gwinnett Clean & Beautiful became affiliated with KEEP AMERICA BEAUTIFUL on April 10, 1980; and
- WHEREAS, Gwinnett Clean & Beautiful has been recognized nationally by the President of the United States for its TAKE PRIDE IN AMERICA Program; and
- WHEREAS, Gwinnett Clean & Beautiful has been recognized nationally for its programs by KEEP AMERICA BEAUTIFUL; and
- WHEREAS, Gwinnett Clean & Beautiful has contributed to the reduction of roadside litter in Gwinnett County by 95%; and
- WHEREAS, Gwinnett Clean & Beautiful has established waste management education programs in the public schools of Gwinnett County; and
- WHEREAS, Gwinnett Clean & Beautiful has established a recycling bank that serves as a model for recycling programs state and nationwide; and
- WHEREAS, reducing litter; educating citizens about solid waste management; implementing recycling programs; and the beautification of parks, waterways, and roadsides significantly contribute to the enhancement of the quality of life enjoyed by all of the citizens of the County; and
- WHEREAS, Gwinnett Clean & Beautiful has demonstrated on a local and national level what citizens can do to alleviate solid waste management problems; and
- WHEREAS, it is only fitting and proper that the past ten years of achievements and contributions of Gwinnett Clean & Beautiful be recognized by the designation of "A Can Do Week" in Gwinnett County.

NOW, THEREFORE, BE IT RESOLVED BY George O. Haggard, Mayor of the City of Sugar Hill, Georgia, that the week beginning April 1, 1990 and extending through April 7, 1990 be designated as "A Can Do Week" in honor of Gwinnett Clean & Beautiful's Tenth Birthday!

3-12-90

Date



Mayor George O. Haggard

Judy Foster

Attest





GWINNETT CLEAN & BEAUTIFUL

POST OFFICE BOX 566

LAWRENCEVILLE, GEORGIA 30246

February 20, 1990

Mayor George Haggard
City of Sugar Hill
4988 West Broad Street
Sugar Hill, GA 30518

Dear Mayor Haggard:

The Tenth Anniversary celebration of Gwinnett Clean & Beautiful is scheduled for April 1 - April 6. Gwinnett Clean & Beautiful has planned several events and programs to emphasize the theme "Be a Part of the CAN DO Decade." As the official spokesmen for your city, we are asking that at your upcoming city council meeting, you adopt the enclosed Proclamation naming the week of April 1 - 6 as Gwinnett Clean & Beautiful Week in your city. Please send a signed copy of the Proclamation to Gwinnett Clean & Beautiful, P.O. Box 562, Lawrenceville, GA 30246.

We have high hopes of getting 100% participation from our cities so that we can publicize the "united effort of our fifteen cities toward a cleaner and more beautiful county."

As you know, the solid waste problem is becoming more evident every day. Gwinnett Clean & Beautiful is interested in helping you do something to keep our community clean and beautiful forever.

A solid waste workshop is planned for Thursday, March 22, 1990 from 7:30 am - 9:30 am at the Holiday Inn/Suwanee. Cost will be \$6.00 per person. Your council members and appointed officials responsible for sanitation are invited to attend as well. Representatives from the Georgia Municipal Association, Georgia EPD, DCA, Gwinnett County, and Georgia Association of County Commissioners will be present to discuss the new state legislation regarding solid waste management. There will be plenty of time for questions and answers. This is a great opportunity to learn what is currently going on in the state and in Gwinnett and to discuss how we can work together to solve the solid waste disposal dilemma.

Please call the Gwinnett Clean & Beautiful office (822-5187) by March 20 to reserve your place at the March 22 Breakfast.

APR

MAY

JUN

Should you have any questions or suggestions, please call
Connie Wiggings at 822-5187. We look forward to receiving
your proclamation and seeing you for breakfast on the
22nd.

Sincerely,

Bartow Jenkins

Bartow Jenkins
Mayor
City of Lawrenceville
GMA Liaison

APR

MAY

JUN

JUST RIGHT FOR THE JOB

When you need durability, dependability, and economy in your commercial cleaning operations, you need Royal.

Revolving brushes plus powerful suction add up to cleaning power and efficiency that can't be beat.

Royal's all-metal construction stands up to the daily punishment of commercial use, and its light weight makes it easy to maneuver and operate without fatigue.

Easy preventive maintenance keeps your Royal "in business" for a long, long time.

The variety in our commercial line lets you select from an array of standard features and options to meet your exact requirements. And whether you choose a Royal upright with standard 14-inch or extra-wide 18-inch nozzle or our versatile canister vacuum, you can be sure of superior quality in design and workmanship, factory warranty backed by readily available parts and service, years of reliable operation, and Royal's own

unique RITE-HITE™ adjustment feature. Every machine has infinite adjustment to vacuum every carpet surface its cleanest.

Royal commercial vacuum cleaners. Just right for the job... and built to last.



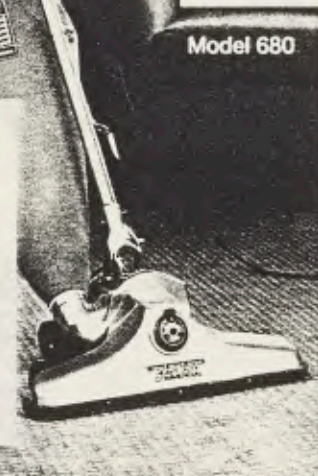
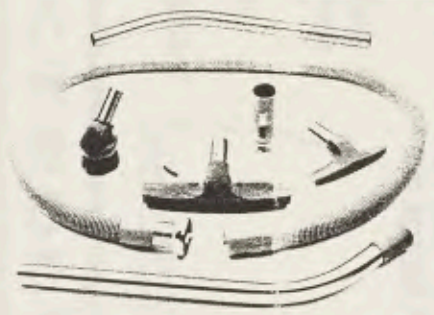
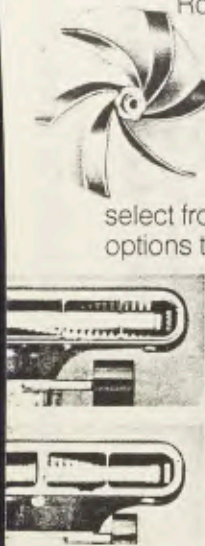
Model 660



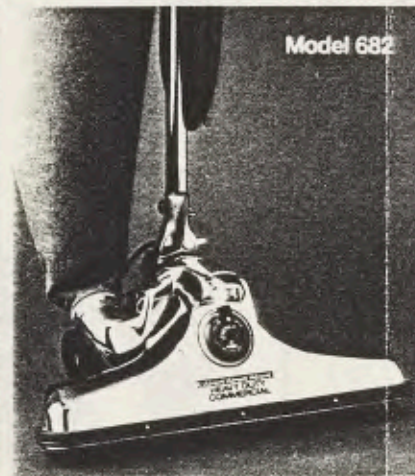
Model 654



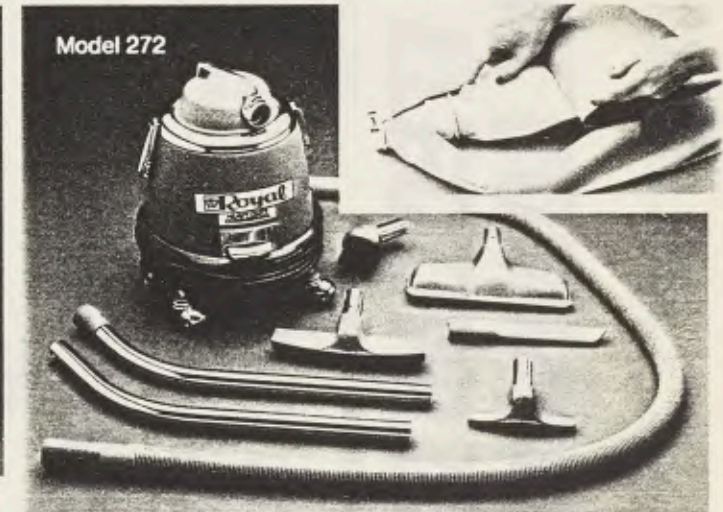
Model 680



Model 680



Model 682



Model 272

Model No.	*Bag (Type, color)	Cord (Length, color)	Tins Color	Adjust-O-Rite	Motor (amps)	Brush	Wheels	Headlight Deodorizer	Warranty**	Sugg. Retail	Accessories
UPRIGHTS 654	Top-fill, denim shakeout, grey	3 wire 35', grey	Grey	Textured Grey Plate	4.5	Curved Single Row	1-1/4" (front) 1-1/4" (rear)	No No	1 year	\$259.95	Available
660	Top-fill, denim shakeout, grey	3 wire 35'-50', grey	Grey	Yes - Red	6.0	Curved Dbl. Row w/Stiffener	2" (front) 1-1/4" (rear)	No No	1 year	\$369.95	Available
662	Top-fill, denim shakeout, grey	3 wire 35'-50', grey	Grey	Yes - Red	6.0	Curved Dbl. Row w/Stiffener	2" (front) 1-1/4" (rear)	Yes (round) No	1 year	\$389.95	Available
680	Top-fill, denim shakeout, grey	3 wire 35'-50', grey	Grey	Yes - Red	6.0	Curved Dbl. Row	2" (front) 2" (rear)	No No	1 year	\$479.95	Available
682	Top-fill, denim shakeout, grey	3 wire 35'-50', grey	Grey	Yes - Red	6.0	Curved Dbl. Row	2" (front) 2" (rear)	Yes (round) No	1 year	\$499.95	Available
CANISTER 272	Textured grey canister	3 wire 35' grey	Grey	No	8.0 (2.7 peak hp)	-	Caster	-	1 year	\$399.95	8 pcs. in grey included

*2 models on commercial units have metal zipper.

All uprights have LIFETIME Warranty on metal housing, nozzle, and motor housing.

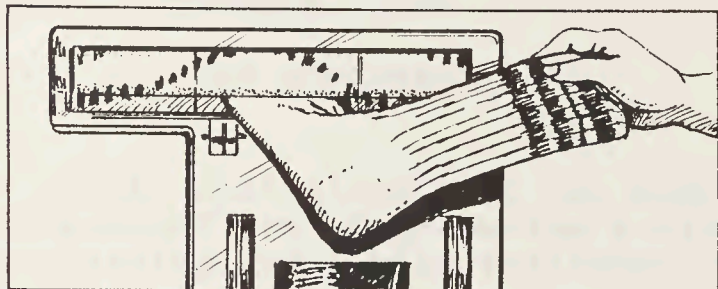
**2 yrs. household use

Ref: Dacula City Hall

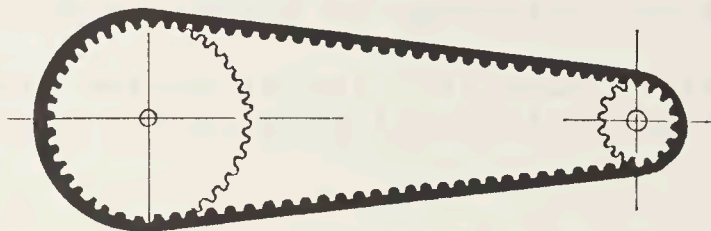
PROLUX COMMERCIAL BY ELECTROLUX

America's first name in quality vacuum cleaners offers the first choice in institutional machines—the Prolux Commercial. Lightweight and easy to use, the Prolux lets you take care of everything from valuable rugs to polished floors and high-traffic carpet areas. And its heavy duty construction means you can clean faster and better, with less effort.

- High-performance, two-motor system (8.1 AMPS)—to dig out dirt and carry it away.
- Versatile design—lets you go automatically from bare floors to any carpet without adjustment.
- Lightweight construction—for greater maneuverability, and faster cleaning time.
- Wrap-around safety bumper—to guard machine and furniture against nicks and scratches.



AUTOMATIC SHUT-OFF reacts instantly to caught objects. Protects the Prolux Commercial from overheating and jamming. Plus saves you from unnecessary work loss caused by annoying downtime.

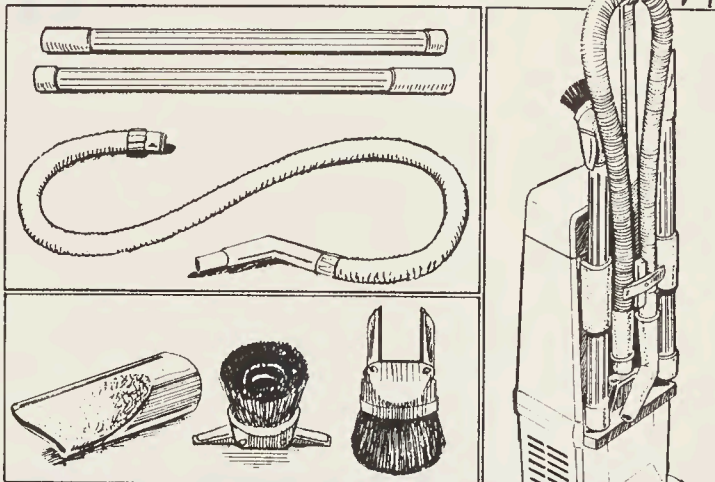


NO-SLIP, TOOTHED BELT is gear-driven to virtually eliminate downtime due to wear and tear. Keeps beater brush moving smoothly.

OPTIONAL ABOVE-THE-FLOOR ACCESSORY KIT lets you handle any application.

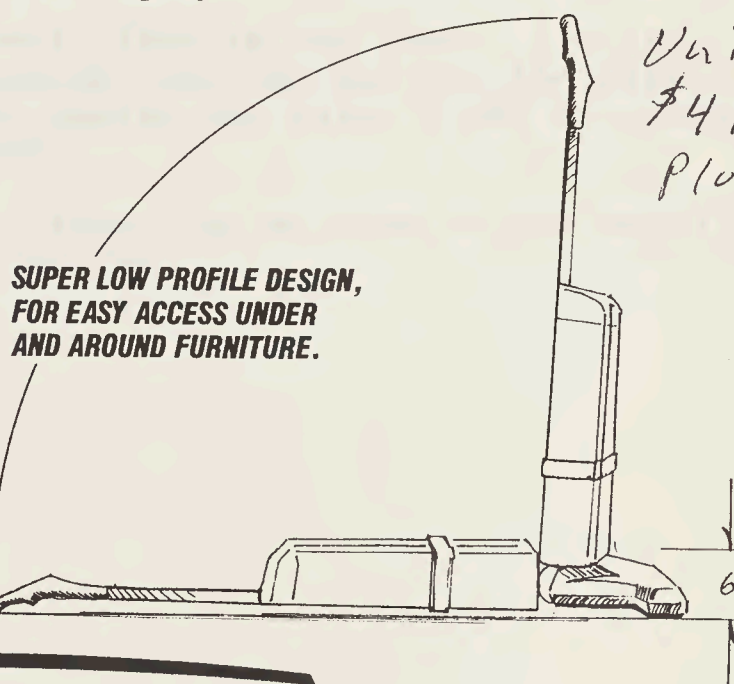
- Combination upholstery tool/dusting brush—for delicate surfaces that need heavy duty cleaning.

- Standard narrow space tool—to get into hard to reach places.
- Flexible hose—to move your cleaning head under or around heavy furnishings.
- Two lightweight wands—that extend your cleaning into any area.



OPTIONAL ACCESSORY CADDIE conveniently attaches to the back of your Prolux Commercial. Puts all attachments at your fingertips.

With Acc +
Caddy
\$469.90
Plus Tax



**SUPER LOW PROFILE DESIGN,
FOR EASY ACCESS UNDER
AND AROUND FURNITURE.**

Unit only
\$419.90
Plus Tax



SPECIFICATIONS

ELECTRICAL Underwriter's Laboratory rating of 8.1 amps at 120 volts. AC 60 Hertz. Both motors are AC type. Fan motor rated at approximately 0.6 VCMA Horsepower at 120 volts, AC, 60 Hertz. Cleaner is double-insulated.

PERFORMANCE The normal full load power requirement of the suction motor is approximately 735 watts and operates between 19,000 and 22,000 RPM. The normal load power requirement of the base nozzle motor is approximately 250 watts. Air flow at the nozzle is approximately 60 cfm. Under sealed nozzle inlet conditions vacuum is approximately 30" water minimum.

DIMENSIONS 47½" high, 15" wide, 10½" deep
WEIGHT 14.8 lbs.

DISTRIBUTED BY:

Electrolux - 6648
361 N. Clayton St.
Lawrenceville, GA 30245
(404) 962-9436

GEORGE E. BALL

APR
MAY
JUN

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & COUNCIL
FROM: CITY CLERK
DATE: MARCH 8, 1990
RE: CITY BROCHURES

Mr. Cecil Strickland with Cal Duke & Associates contacted my office about the possibility of preparing a city brochure for us. They are an advertising and public relations company out of Americus, Ga.

I have some sample brochures if you would like to see them. I only checked on the price of a 3 panel brochure like the one for the City of Thomasville. The cost to take photos, design and print 3,000 of these brochures would be approximately \$4,000.

This matter is only for your review. Please let me know if you would like me to obtain more information on this matter.

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CALLED MAYOR & COUNCIL MEETING
WEDNESDAY, MARCH 14, 1990
5:30 P.M.

A G E N D A

- A) Irrigation System for Golf Course

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CALLED MAYOR & COUNCIL MEETING
WEDNESDAY, MARCH 14, 1990
5:30 P.M.

M I N U T E S

In attendance: Mayor Pro Tem Bobbie Queen, Councilmembers Bobby Fowler, Thomas Morris, Dave Hawthorne, City Manager Kathy Williamson and Director of Golf Bob Boltz.

Meeting called to order at 5:35 p.m.

Irrigation System

Director of Golf Bob Boltz states that the irrigation system Keck & Wood is designing is overpriced and not what we need. Jim Stanley has full supervision over this project. Mr. Boltz states that E.P.D. has not yet approved the irrigation system either and that should have been done at least a month ago. Mr. Boltz also states that the roughs are not included in these irrigation plans. Mr. Boltz feels we are training Keck & Wood employees, at the city's expense, for future similar projects. There are alot of decisions being made that the council is not aware of. Mr. Boltz states some specific examples. City Manager Kathy Williamson states that the auditor found problems with our computer software and Buddy Robinson stated that he cannot obtain the sewer easements using the aerial plans Keck & Wood completed because they were not done correctly. There is a general concensus among the council to meet with Mr. Stanley and re-negotiate the contract with Keck & Wood in order to give Bob Boltz more authority. The meeting is set for tomorrow at 5:30 p.m.

Meeting adjourned at 6:30 p.m.

Judy Foster

CALLED COUNCIL MEETING WITH JIM STANLEY
MONDAY, MARCH 19, 1990
5:30 P.M.

M I N U T E S

In attendance: Mayor Pro Tem Bobbie Queen, Councilmembers Bobby Fowler, Thomas Morris and Dave Hawthorne, City Manager Kathy Williamson, Director of Golf Bob Boltz, Jim Stanley and Dan Richards, both with Keck & Wood.

Meeting called to order at 5:45 p.m.

Mayor Pro Tem Queen asks Mr. Stanley about the county inspector coming out to the golf course and talking about fines and the possibility of closing the project down. Mr. Stanley states that he was not aware the county inspector had been out that same day. However, he states that he is not surprised since we had the hard rain on Friday and they did not work there any over the weekend. Councilmember Hawthorne states that this is not the first time we have had erosion problems out at the golf course.

Mr. Stanley states that he has sent letters to the contractor notifying him of these problems and that they need to be corrected. Mr. Stanley states that they have withheld payments to Exterior Designing as well, until these problems have been corrected. City Manager Kathy Williamson states that there was an erosion problem at the golf course before Friday because she and Mr. Boltz walked the course on Thursday and saw the problems. They then tried to contact Mr. Stanley and other persons related with the project and could not get in touch with anyone.

Mr. Stanley states that maybe the project needs to be closed down until the erosion problems are corrected. Mr. Boltz states that the county inspector was told by the contractor, during previous inspections, that the problems would be corrected. However, during the inspection today, the inspector stated that he was losing his patience because nothing has been done to correct the problem.

Mr. Dan Richards presents the plans for the irrigation system to the council. Councilmember Hawthorne asks Mr. Richards if the irrigation system includes the spraying of the roughs. Mr. Stanley states yes, however, we will have to extend these later on. Councilmember Fowler asks Mr. Richards if he has ever designed another irrigation system. Mr. Richards states that he designed one for Carrollton. Mr. Stanley asks Mr. Boltz if he has questioned this irrigation system. Mr. Boltz states yes, Willard Byrd has stated that it was very elaborate. Mr. Stanley states that it is elaborate because it will be spraying affluent. Mr. Stanley also states that no one has any business questioning these plans unless they have spent thousands of hours with an engineer during the design process. Mr. Stanley states that the irrigation plans from Toro cannot be approved by EPD for this facility because it has to be sophisticated. Mr. Stanley states that they will design a dual irrigation or single irrigation system, whatever the council so desires. However, if a single irrigation system has to be designed, Keck & Wood will charge us for that extra work, states Mr. Stanley.

Mr. Richards is excused.

CALLED COUNCIL MEETING
MONDAY, MARCH 19, 1990
MINUTES, CONT'D.
PAGE 2

Mayor Pro Tem Queen states that the council is not pleased with the performance of Mr. Stanley, because of the erosion problems as well as some other miscommunications. Mr. Stanley states that he will be out at the golf course in the morning to meet with the county inspector. Mayor Pro Tem Queen states that Bob Boltz should be on site everyday and should be communicating back to the council regularly. She states that the council wants to re-negotiate the contract with Mr. Stanley to give Mr. Boltz more authority to make sure problems such as the erosion problem gets corrected. Mr. Stanley states that this is fine, however, when Mr. Boltz has a problem, he needs to communicate this to Jim in order to go through the proper channels. Councilmember Morris states that the city is headed for trouble and all along Mr. Stanley has communicated to the council that there have been no problems. Mr. Morris states that we were warned of the rain and precautions should have been taken to prevent these erosion problems. Mr. Boltz feels that there is a loss of direction between everyone involved in the project. Councilmember Fowler states that Keck & Wood is taking the city for a ride on this project and with the city's computer equipment. Mr. Fowler asks Mr. Stanley if he has paid Willard Byrd everything that he should have. Mr. Stanley states that there is a petty amount of cash that there is a dispute about some printing costs. Mr. Fowler asks Mr. Stanley if there was only one golf course design. Mr. Stanley states yes there was only one. Mr. Fowler states that we were told differently and the council was not given the option to choose which course they wanted. Mayor Pro Tem Queen states that we need someone who is going to be at the golf course all the time to be in authority.

Mr. Boltz states that he wants to be able to direct Mr. Buroff instead of having to go through Mr. Stanley. Mr. Stanley cautions the council to stay within the legal boundaries of the contract with the contractor. Councilmember Morris states that we can amend the contract. City Manager Kathy Williamson states that Mr. Buroff should be told that if he does not get his act together, that the council may hire another contractor. Again, Mr. Stanley cautions the council on the legality of this matter. Councilmember Morris states that the next meeting held with Mr. Stanley, the council will be aware of their legal rights in this matter. Mr. Stanley states that he is not defending the contractor for his actions. Councilmember Morris states that Mr. Boltz and Steve Kennedy will be on the property first thing in the morning to see that the problem is attended to.

Meeting adjourned at 8:25 p.m.

Judy Foster

REVIEW OF GOLF COURSE & WASTEWATER TREATMENT FACILITY

The Council is concerned regarding the overall progress of the project:

1. Communication between Keck & Wood (Jim Stanley) and the Council has been incomplete.
 - A. Alternatives of course design.
2. Time with EPD on wetlands, plans for irrigation and approval on sewer plant.
3. Have not used outside sources sufficiently to keep ahead of the project.
4. Cost efficiency of project (lack of confidence).
 - A. Engineering fees.
 - B. Irrigation costs vs. number of heads being used.
5. Contract.
 - A. Scope of work.
 - B. Place fixed rate and reimbursements.
6. Overseeing of project not consistent.
7. Project not in compliance with county and state soil erosion laws.

SPORTSWEAR
Order Form

BEN HOGAN COMPANY

P O BOX 2984 • FORT WORTH, TEXAS 76113
TELEPHONE 817/731-9000 WATS 1-800-433-2031

EMBROIDERY STICKER

NEW

CUSTOMER NO	ORDER NUMBER
	51119

City of Sugar Hill

SHIP TO

TYPE SALE	TERMS	AT ONCE	A <input checked="" type="checkbox"/>	CLOSE OUT	C	PAYMENT DATE	DATE WANTED	SHIP VIA	CUSTOMER P.O.	LEAD TIME (EMB ONLY)
		ADVANCE	B	CAGE	D		<i>11/77</i>			

TERMS DESIRED	SALESMAN	TERRITORY	DATE ORDERED	SIZES					I R	EMB WORK SHEET NO		
<i>90 days</i>	<i>A2</i>	<i>A2</i>	<i>3/22/90</i>	6	8	10	12	14		16	18	20
Thank You FOR THIS ORDER				30	32	34	36	38	40	42	44	

LINE	STYLE	COLOR NO	SET/UNIT	DESCRIPTION	S	M	L	Q/XL	XXL	TOTAL QTY	UNIT PRICE	EXTENDED PRICE
1	<i>3200</i>	<i>20</i>		<i>blend Mens shirt</i>		<i>3</i>	<i>18</i>	<i>18</i>	<i>4</i>		<i>48</i>	<i>16.50</i>
2	<i>3303</i>	<i>20</i>		<i>cotton Ladies shirt</i>		<i>6</i>	<i>12</i>	<i>6</i>			<i>24</i>	<i>16.50</i>
3				<i>ECHG.</i>							<i>72</i>	<i>1.50</i>
6											<i>1188</i>	<i>00</i>
7				<i>ECHG</i>							<i>108</i>	<i>00</i>
											<i>1296</i>	<i>00</i>
9				<i>SELL For 25.00 = 1800</i>								
				<i>TAX 72.00</i>								
				<i>Net Profit \$504.00</i>								
				<i>432.00</i>								

REMARKS: *New Logo Left Chest.*

TOTALS

CUSTOMER SIGNATURE

APR
MAY
JUN

03
04 Evaluating an unreasonable extensive number of claims
05 submitted by Contractor(s) or others in connection with the work.
06

07 Resident Services During Construction
08

09 A Resident Project Representative and assistants will be
10 furnished and will act as directed by ENGINEER in order to
11 assist ENGINEER in observing performance of the work of
12 Contractor(s). Such services will be paid for by OWNER as
13 indicated in Section 5.
14

15 The duties and responsibilities and the limitations on the
16 authority of the Resident Project Representative and assistants
17 are set forth in Exhibit A which is attached to and made a part
18 of this Agreement.
19

20 Through more extensive on-site observations of the work in
21 progress and field checks of materials and equipment by the
22 Resident Project Representative and assistants, ENGINEER shall
23 endeavor to provide further protection for OWNER against defects
24 and deficiencies in the work of Contractor(s); but the
25 furnishing of such resident Project representation will not
26 extend ENGINEER'S responsibilities or authority for construction
27 means, methods, techniques, sequences or procedures or for
28 safety precautions and programs, or for any failure of
29 Contractor(s) to comply with laws, rules, regulations,
30 ordinances, codes, or orders applicable to Contractor(s)
31 furnishing and performing their work, or for Contractor(s)'
32 failure to furnish and perform their work in accordance with the
33 Contract Documents.
34

35
36 SECTION 3
37 OWNER'S RESPONSIBILITIES
38

39
40 OWNER shall in a timely manner so as not to delay the services
41 of ENGINEER:
42

43 ~~Designate a person to act as OWNER'S representative with respect~~
44 to the services to be rendered under this Agreement. Such
45 person shall have complete authority to transmit instructions,
46 receive information, interpret and define OWNER'S policies and
47 decisions with respect to ENGINEER'S services for the Project.
48

49 Provide all criteria and full information as to OWNER'S
50 requirements for the Project, including design objectives and
51 constraints, space, capacity and performance requirements,
52 flexibility and expandability, and any budgetary limitations;
53 and furnish copies of all design and construction standards
54 which OWNER will required to be included in the Drawings and
55 Specifications.
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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

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THIS IS AN AGREEMENT made as of _____, 1988
between the City of Sugar Hill, Georgia (hereinafter OWNER) and
Keck & Wood, Inc. (hereinafter ENGINEER).

OWNER intends to design and construct a 0.5 MGD Wastewater
Treatment and Spray Irrigation Disposal Facility on 268 acres of
land owned by the City, along with sewers, force mains and a
lift station to deliver wastewater to the new facilities; and to
design and construct a Public Golf Course with supporting
clubhouse and maintenance facilities on the Spray Irrigation
Site (hereinafter the Project).

OWNER and ENGINEER in consideration of their mutual covenants
herein agree in respect of the performance of professional
engineering services by ENGINEER and the payment for those
services by OWNER, as set forth below.

SECTION 1
BASIC SERVICES OF ENGINEER

General

ENGINEER shall provide for OWNER professional engineering
services in all phases of the Project to which this Agreement
applies as hereinafter provided. These services will include
serving as OWNER'S professional engineering representative for
the Project, providing professional engineering consultation and
advice and furnishing customary civil, structural, mechanical,
architectural and electrical engineering services incidental
thereto.

Phase I - Master Plan For Development

After formal authorization to proceed, ENGINEER shall:

Consult with OWNER to clarify and define OWNER'S requirements
for the Project and review available data.

Advise OWNER as to the necessity of OWNER providing or obtaining
from others data or services required for the Project when such
services are beyond the scope of the ENGINEER'S services, and
assist OWNER in obtaining such data and services.

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04 Identify and analyze requirements of governmental authorities
05 having jurisdiction to approve the design of the project and
06 participate in consultations with such authorities.
07 Specifically included are responding to any questions which
08 arise from the Georgia EPD review of the previously completed
09 Design Development Report for the Project, and the preparation
10 and submittal to the Atlanta Regional Commission an application
11 for development within the Chattahoochee River Corridor.
12

13 Provide analyses of OWNER's needs, planning surveys, site
14 evaluations and comparative studies of alternatives and
15 solutions.
16

17 Prepare a comprehensive "Master Plan for Development" of the 268
18 acre site, including the general layout of a 27 hole golf
19 course, general layout of wastewater pretreatment, storage, and
20 spray irrigation facilities for an ultimate 1.0 million gallons
21 per day of wastewater flow.
22

23 The Master Plan shall indicate the location and size of all
24 proposed physical improvements, including the Golf Clubhouse,
25 Golf Maintenance and Storage Building, Wastewater Treatment
26 process elements, Effluent Storage Ponds, and related access
27 roads and parking areas. Golf course facilities described will
28 include the layout of fairways, tees, greens, cart trails, a
29 practice green, and a driving range.
30

31 The potential for phasing the design and construction of both
32 the golf course and the wastewater treatment/spray irrigation
33 facilities will be evaluated. Each potential logical phase will
34 be separately identified to allow the project to be scaled back
35 in the event that available funding does not permit immediate
36 construction of the entire desired project. An initial 0.5 MGD
37 Wastewater Treatment Plant expandable to 1.0 MGD is planned.
38

39 Detailed cost estimates will be prepared based on the
40 information gathered to date, to provide the OWNER with an
41 updated estimate of probable cost for each potential phase of
42 the Project. The cost estimates will include construction,
43 contingencies, engineering and inspection, rights-of-way, and
44 financing charges. The total of all such costs are hereinafter
45 called "Total Project Costs".
46

47 The Master Plan for Development will include a projected
48 timetable for completion of various phases of the project, and
49 will provide recommendations for staffing and operations of both
50 the wastewater treatment facilities and golf facilities.
51

52 Prepare a Report with appropriate exhibits indicating clearly
53 the considerations involved and the alternative solutions
54 available to OWNER, and setting forth ENGINEER's findings and
55 recommendations with opinions of probable costs.
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04 Furnish five copies of the Report and present and review it in
05 person with OWNER.
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08 Phase II - Detailed Design
09

10 After formal authorization to proceed with the Detailed Design
11 Phase, ENGINEER shall:
12

13 On the basis of the accepted Master Plan for Development and the
14 revised opinion of probable Total Project Costs prepare for
15 incorporation in the Contract Documents, final drawings to show
16 the general scope, extent and character of the work to be
17 furnished and performed by Contractors (hereinafter called
18 "Drawings"), and Specifications.
19

20 Provide technical criteria, written descriptions and design data
21 for OWNER'S use in filing applications for permits with or
22 obtaining approvals of such governmental authorities as have
23 jurisdiction to approve the design of the Project and assist
24 OWNER, in consultations with appropriate authorities.
25

26 Advise OWNER of any adjustments to the latest opinion of
27 probable Total Project Cost caused by changes in general scope,
28 extent or character of design requirements of the Project or
29 Construction Costs. Furnish to OWNER a revised opinion of
30 probable Total Project Cost based on the Drawings and
31 Specifications.
32

33 Prepare for review and approval by OWNER, its legal counsel and
34 other advisors contract agreement forms, conditions, bid forms,
35 notice to bidders, information for bidders, general conditions
36 and supplementary conditions, and assist in the preparation of
37 other related documents.
38

39 Furnish five copies of the above documents and present and
40 review them in person with OWNER.
41

42
43 Phase III - Bidding or Negotiating
44

45 After formal authorization to proceed with the Bidding or
46 Negotiating Phase, ENGINEER shall:
47

48 Assist OWNER in advertising for and obtaining bids or
49 negotiating proposals for each separate prime contract for
50 construction, materials, equipment and services; and, where
51 applicable, maintain a record of prospective bidders to whom
52 Bidding Documents have been issued, attend pre-bid conferences
53 and receive and process deposits for Bidding Documents.
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04 Issue addenda as appropriate to interpret, clarify or expand the
05 Bidding Documents.
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07 Consult with and advise OWNER as to the acceptability of
08 subcontractors, suppliers and other persons and organizations
09 proposed by the prime contractor(s) (hereinafter called
10 "Contractor(s)") for those portions of the work as to which such
11 acceptability is required by the bidding documents.
12

13 Consult with OWNER concerning and determine the acceptability of
14 substitute materials and equipment proposed by Contractor(s)
15 when substitution prior to the award of Contracts is allowed by
16 the Bidding Documents.
17

18 Attend the bid opening, prepare bid tabulation sheets and assist
19 OWNER in evaluating bids or proposals and in assembling and
20 awarding contracts.
21

22
23 Phase IV - Construction
24

25 During the Construction Phase ENGINEER shall:
26

27 Consult with and advise OWNER and act as OWNER'S representative
28 as provided in the construction Contract Documents prepared by
29 the ENGINEER. The extent and limitations of the duties,
30 responsibilities and authority of ENGINEER as assigned in said
31 Contract Documents shall not be modified without ENGINEER'S
32 written consent. All of OWNER'S instructions to Contractor(s)
33 will be issued through ENGINEER who will have authority to act
34 on behalf of OWNER to the extent provided in said Contract
35 Documents except as otherwise provided in writing.
36

37 Make visits to the site at intervals appropriate to the various
38 stages of construction as ENGINEER deems necessary in order to
39 observe as an experienced and qualified design professional the
40 progress and quality of the various aspects of Contractor's work.
41

42 Based on information obtained during such visits and on such
43 observations, ENGINEER will endeavor to determine in general if
44 such work is proceeding in accordance with the Contract
45 Documents and ENGINEER will keep OWNER informed of the progress
46 of the work.
47

48 The ENGINEER shall not, during visits to the site or as a result
49 of observations of Contractor(s) work in progress, supervise,
50 direct or have control over Contractor(s) work nor shall
51 ENGINEER have authority over or responsibility for means,
52 methods, techniques, sequences, or procedures of construction
53 selected by Contractor(s), for safety precautions and programs
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incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

During site visits and on the basis of observations, ENGINEER may disapprove of or reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

Review Shop Drawings (as that term is defined in the aforesaid Contract Documents), samples, and other data which any Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of Contractor(s) applications for payment and the accompanying data and

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schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER'S knowledge, information and belief, the quality of the work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in the recommendation).

By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s) work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed previously.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractors' or supplier's agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work of the Project.

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04 SECTION 2
05 ADDITIONAL SERVICES OF ENGINEER
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09 General

10 If authorized in writing by OWNER, ENGINEER shall furnish or
11 obtain from others Additional Services of the following types.
12 These services are not included as a part of Basic Services;
13 these services will be paid for by OWNER as indicated in Section
14 5.
15

16 Services resulting from significant changes in general scope
17 extent or character of the Project or its design including, but
18 not limited to, changes in size, complexity, OWNER's schedule,
19 character of construction; or method of financing; and revising
20 previously accepted studies, reports, design documents or
21 Contract Documents when such revisions are required by changes
22 in laws, rules, regulations, ordinances, codes or orders enacted
23 subsequent to the preparation of such studies, reports or
24 documents, or are due to any other causes beyond ENGINEER's
25 control.
26

27 Providing renderings or models for OWNER's use.
28

29 Furnishing the services of independent professional associates
30 and consultants for other than basic Services which include, but
31 are not limited to, the customary civil, structural, mechanical
32 and electrical engineering and customary architectural design
33 incidental thereto. Specific professional services which are
34 anticipated in addition to Basic Services include Golf
35 Management Professional and Golf Course Architects.
36

37 Services during out-of-town travel required of ENGINEER other
38 than visits to the site or OWNER'S office required by
39 performance of authorized Basic Services.
40

41 Assistance in connection with bid protests, rebidding or
42 renegotiating contracts for construction materials, equipment or
43 services.
44

45 Providing any type of property survey or related engineering
46 services needed for the transfer of interest in real property
47 and field surveys for design purposes and engineering surveys
48 and staking to enable Contractor(s) to proceed with their work;
49 and providing other special field surveys.
50

51 Preparing a set of reproducible record prints of Drawings
52 showing those changes made during the construction process,
53 based on the marked-up prints, drawings and other data furnished
54 by Contractor(s) to ENGINEER and which ENGINEER considers
55 significant.
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Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.

Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

Required Additional Services

When required by the Contract Documents in circumstances beyond ENGINEER'S control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the following types. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining and acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than thirty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any Contractor.

Services in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

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04 Evaluating an unreasonable or extensive number of claims
05 submitted by Contractor(s) or others in connection with the work.
06

07 Resident Services During Construction
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09 A Resident Project Representative and assistants will be
10 furnished and will act as directed by ENGINEER in order to
11 assist ENGINEER in observing performance of the work of
12 Contractor(s). Such services will be paid for by OWNER as
13 indicated in Section 5.
14

15 The duties and responsibilities and the limitations on the
16 authority of the Resident Project Representative and assistants
17 are set forth in Exhibit A which is attached to and made a part
18 of this Agreement.
19

20 Through more extensive on-site observations of the work in
21 progress and field checks of materials and equipment by the
22 Resident Project Representative and assistants, ENGINEER shall
23 endeavor to provide further protection for OWNER against defects
24 and deficiencies in the work of Contractor(s); but the
25 furnishing of such resident Project representation will not
26 extend ENGINEER'S responsibilities or authority for construction
27 means, methods, techniques, sequences or procedures or for
28 safety precautions and programs, or for any failure of
29 Contractor(s) to comply with laws, rules, regulations,
30 ordinances, codes, or orders applicable to Contractor(s)
31 furnishing and performing their work, or for Contractor(s)'
32 failure to furnish and perform their work in accordance with the
33 Contract Documents.
34

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36 SECTION 3
37 OWNER'S RESPONSIBILITIES
38

39
40 OWNER shall in a timely manner so as not to delay the services
41 of ENGINEER:
42

43 Designate a person to act as OWNER'S representative with respect
44 to the services to be rendered under this Agreement. Such
45 person shall have complete authority to transmit instructions,
46 receive information, interpret and define OWNER'S policies and
47 decisions with respect to ENGINEER'S services for the Project.
48

49 Provide all criteria and full information as to OWNER'S
50 requirements for the Project, including design objectives and
51 constraints, space, capacity and performance requirements,
52 flexibility and expandability, and any budgetary limitations;
53 and furnish copies of all design and construction standards
54 which OWNER will required to be included in the Drawings and
55 Specifications.
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04 Assist ENGINEER by placing at ENGINEER'S disposal all available
05 information pertinent to the Project including previous reports
06 and any other data relative to design and construction of the
07 Project.
08

09 Furnish to ENGINEER, as required for performance of ENGINEER'S
10 Basic Services, data prepared by or services of others,
11 including without limitation borings, probings and subsurface
12 explorations, hydrographic surveys, laboratory tests and
13 inspections of samples, materials and equipment; appropriate
14 professional interpretations of all of the foregoing;
15 environmental assessment and impact statements; property,
16 boundary, easement, right-of-way, topographic and utility
17 surveys and property descriptions; zoning, deed and other land
18 use restriction; and other special data or consultations not
19 covered in the scope of Additional Services to be performed by
20 ENGINEER; all of which ENGINEER may use and rely upon in
21 performing services under this Agreement.
22

23 Arrange for access to and make all provisions for ENGINEER to
24 enter upon public and private property as required for ENGINEER
25 to perform services under this Agreement.
26

27 Examine all studies, reports, sketches, Drawings,
28 Specifications, proposals and other documents presented by
29 ENGINEER, obtain advice of an attorney, insurance counselor and
30 other consultants as OWNER deems appropriate for such
31 examination and render in writing decisions pertaining thereto
32 within a reasonable time so as not to delay the services of
33 ENGINEER.
34

35 Furnish approvals and permits from all governmental authorities
36 having jurisdiction over the Project and such approvals and
37 consents from others as may be necessary for completion of the
38 Project.
39

40 Pay all costs incident to obtaining bids or proposals from
41 contractors.
42

43 Provide such accounting, independent cost estimating and
44 insurance counseling services as may be required for the
45 Project, such legal services as OWNER may require or ENGINEER
46 may reasonably request with regard to legal issues pertaining to
47 the Project including any that may be raised by Contractor(s),
48 and such auditing service as OWNER may require to ascertain how
49 or for what purpose any Contractor has used the moneys paid
50 under the construction contract, and such inspection services as
51 OWNER may require to ascertain that Contractor(s) are complying
52 with any law, rule, ordinance, code or order applicable to their
53 furnishing and performing the work.
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Furnish to ENGINEER data or estimated figures as to OWNER'S anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or any defect or nonconformance in the work of any Contractor.

Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIOD OF SERVICE

The provisions of this Section 4, and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction and initial operation of the Project including extra work and required extensions thereto.

SECTION 5 PAYMENTS TO ENGINEER

Methods of Payment for Services and Expenses of ENGINEER

BASIC SERVICES: OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

Percentage: 7.50 percent of the Construction Cost.

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04 ADDITIONAL SERVICES: OWNER shall pay ENGINEER for Additional
05 Services rendered under Section 2 as follows:
06

07 General: For all additional services and Resident Project
08 Representative services rendered (except services furnished
09 by special consultants) on the basis of ENGINEER'S payroll
10 costs times a factor of 2.50 for services rendered by
11 officers and employees assigned to the Project.
12

13 Special Consultants: For services and reimbursable expenses
14 of special consultants employed by the ENGINEER therefor
15 times a factor of 1.05.
16

17 REIMBURSABLE EXPENSES: In addition to payments provided above
18 for Additional Services, OWNER shall pay ENGINEER the actual
19 costs of all reimbursable expenses incurred in connection with
20 such services.
21

22
23 Times of Payment
24

25 ENGINEER shall from time to time (but no more than once every
26 four weeks) submit statements for Basic and Additional Services
27 rendered and for Reimbursable Expenses incurred. OWNER shall
28 make prompt payments in response to ENGINEER's statements.
29

30 For Basic Services, statements will be based upon ENGINEER's
31 estimate of the proportion of the total services actually
32 completed at the time of billing. Otherwise statements will be
33 based upon ENGINEER's payroll cost times a factor.
34

35 OWNER shall, upon conclusion of each phase of Basic Services,
36 pay such additional amount, if any, as may be necessary to bring
37 total compensation paid on account of such phase to the
38 following percentages of total compensation for all phases of
39 Basic Services:
40

<u>Phase</u>	<u>Percentage</u>
Phase I - Master Plan for Development	15 (Not to exceed \$55,000 total)
Detailed Design	50
Bidding or Negotiating	5
Construction	30
	<u>100%</u>

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04 General
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06 The construction cost of the entire Project (hereinafter
07 "Construction Cost") means the total cost to OWNER of those
08 portions of the entire Project designed or specified by
09 ENGINEER, but it will not include ENGINEER'S compensation and
10 expenses, the cost of land, rights-of-way, or compensation for
11 or damages, to properties, the costs of golf course maintenance
12 equipment, golf carts, and growing-in fees, nor will it include
13 OWNER'S legal, accounting, insurance counseling or auditing
14 services, or interest and financing charges incurred in
15 connection with the Project. When Construction Cost is used as
16 a basis for payment it will be based on one of the following
17 sources with precedence in the order listed for work designed or
18 specified by ENGINEER:
19

20 For completed construction work the total cost of all work
21 performed as designed or specified by ENGINEER.
22

23 For work designed or specified but not constructed, the
24 lowest bona fide bid received from a qualified bidder for
25 such work; or if the work is not bid, the lowest bona fide
26 negotiated proposal for such work.
27

28 For work designed or specified but not constructed upon
29 which no such bid or proposal is received, ENGINEER'S most
30 recent opinion of probable Construction Cost.
31

32 Labor furnished by OWNER for the Project will be included in the
33 Construction Cost at current market rates including a reasonable
34 allowance for overhead and profit. Materials and equipment
35 furnished by OWNER will be included at current market prices
36 except used materials and equipment will be included as if
37 purchased new for the Project. No deduction is to be made from
38 Construction Cost used to determine ENGINEER'S compensation on
39 account of any penalty, liquidated damages, or other amounts
40 withheld from payments to Contractor(s).
41

42 The payroll costs used as a basis for payment mean the salaries
43 and wages paid to all ENGINEER'S personnel engaged directly on
44 the Project, including, but not limited to, engineers,
45 architects, surveyors, designers, drafters, specification
46 writers, estimators, other technical and business personnel,
47 exclusive of the cost of customary and statutory benefits such
48 as social security contributions, unemployment, excise and
49 payroll taxes, worker's compensation, health and retirement
50 benefits, sick leave, vacation and holiday pay applicable
51 thereto.
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53 Reimbursable expenses mean the actual expenses incurred by
54 ENGINEER or ENGINEER'S independent professional associates or
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04 consultants directly or indirectly, or appropriate charges, in
05 connection with the Project for: transportation and subsistence
06 incidental thereto; obtaining bids or proposals from
07 Contractor(s); providing and maintaining field office facilities
08 including furnishings and utilities; subsistence and
09 transportation of Resident Project Representatives and their
10 assistants; toll telephone calls; reproduction of reports,
11 Drawings, Specifications, and similar Project-related items in
12 addition to those required under Section 1; computer and
13 word-processing time including charges for previously
14 established programs; special equipment such as survey,
15 laboratory and test instruments; and, if authorized in advance
16 by OWNER, overtime work requiring higher than regular rates.
17

18 If OWNER fails to make any payment due ENGINEER for services and
19 expenses within sixty days after receipt of ENGINEER's invoice
20 therefor, the amounts due ENGINEER shall include a charge at the
21 rate of 1.3 percent per four weeks from said sixtieth day, and
22 in addition ENGINEER may, after giving seven days' written
23 notice to OWNER, suspend services under this Agreement until
24 ENGINEER has been paid in full all amounts due for services,
25 expenses and charges.
26

27 If this Agreement is terminated by OWNER upon the completion of
28 any phase of the Basic Services, progress payments due ENGINEER
29 for services rendered through such phase shall constitute total
30 payment for such services. If this Agreement is terminated by
31 OWNER during any phase of the Basic Services, ENGINEER will be
32 paid for Basic Services rendered during that phase computed as
33 if such services were Additional Services. In the event of any
34 termination, ENGINEER will be further paid for all unpaid
35 Additional Services and unpaid Reimbursable Expenses, plus all
36 termination expenses. Termination expenses mean reimbursable
37 expenses directly attributable to termination, including
38 subcontract cancellation costs, plus 15 percent of the total
39 compensation earned to the time of termination to account for
40 ENGINEER's rescheduling adjustments, reassignment of personnel
41 and related costs incurred due to termination.
42
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45 SECTION 6
46 GENERAL CONSIDERATIONS
47

48 Termination
49

50 The obligation to provide further services under this Agreement
51 may be terminated by either party upon seven days' written
52 notice in the event of substantial failure by the other party to
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04 perform in accordance with the terms hereof through no fault of
05 the terminating party.
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08 Reuse of Documents
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10 All documents including Drawings and Specifications prepared or
11 furnished by ENGINEER pursuant to this Agreement are instruments
12 of service in respect of the Project and ENGINEER shall retain
13 an ownership and property interest therein whether or not the
14 Project is completed. OWNER may make and retain copies for
15 information and reference in connection with the use and
16 occupancy of the Project by OWNER and others; however such
17 documents are not intended or represented to be suitable for
18 reuse by OWNER or others on extensions of the Project or on any
19 other project. Any reuse without written verification or
20 adaptation by ENGINEER for the specific purpose intended will be
21 at OWNER's sole risk and without liability or legal exposure to
22 ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER
23 from all claims, damages, losses and expenses including
24 attorneys' fees arising out of or resulting therefrom. Any such
25 verification or adaptation will entitle ENGINEER to further
26 compensation at rates to be agreed upon by OWNER and ENGINEER.
27
28

29 Opinions of Cost
30

31 Since ENGINEER has no control over the cost of labor, materials
32 equipment, or services furnished by others or over the
33 Contractor(s)' methods of determining prices, or over
34 competitive bidding or market conditions, ENGINEER'S opinions of
35 probable Total Project Cost and/or Construction Cost provided
36 for herein are to be made on the basis of ENGINEER'S experience
37 and qualifications and represent ENGINEER'S best judgment as an
38 experienced and qualified design professional familiar with the
39 construction industry, but ENGINEER cannot and does not
40 guarantee that proposals, bids or the actual Total Project or
41 Construction Cost will not vary from opinions of probable cost
42 prepared by ENGINEER. If prior to the Bidding or Negotiating
43 Phase OWNER wishes greater assurance as to the Total Project or
44 Construction Cost OWNER shall employ an independent cost
45 estimator.
46
47

48 Successors and Assigns
49

50 OWNER and ENGINEER each is hereby bound and the partners,
51 successors, executors, administrators and legal representatives
52 of OWNER and ENGINEER are hereby bound to the other party of
53 this Agreement and to the partners, successors, executors,
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04 administrators and legal representatives of such other party, in
05 respect to all covenants, agreements and obligations of this
06 Agreement. Neither OWNER nor ENGINEER shall assign, sublet or
07 transfer any rights under or interest in this Agreement without
08 the written consent of the other except to the extent that any
09 assignment, subletting or transfer is mandated by law or the
10 effect of this limitation may be restricted by law. Unless
11 specifically stated to the contrary in any written consent to an
12 assignment, no assignment will release or discharge the assignor
13 from any duty or responsibility under this Agreement. Nothing
14 contained in this paragraph shall prevent ENGINEER from
15 employing such independent professional associates and
16 consultants as ENGINEER may deem appropriate to assist in the
17 performance of services hereunder.
18

19 Nothing under this Agreement shall be construed to give any
20 rights or benefits in this Agreement to anyone other than OWNER
21 and ENGINEER, and all duties and responsibilities undertaken
22 pursuant to this Agreement will be for the sole and exclusive
23 benefit of OWNER and ENGINEER and not for the benefit of any
24 other party.
25

26
27 Responsibility of Parties
28

29 Neither party to this Agreement shall hold the other responsible
30 for damages or delay in performance by acts of God, strikes,
31 lockouts, accidents, or other events beyond the control of the
32 other or the other's employees and agents.
33

34
35 Partial Invalidation
36

37 In the event any provisions of this Agreement shall be held to
38 be invalid and unenforceable, the remaining provisions shall be
39 valid and binding upon the parties. One or more waivers by
40 either party of any provision, term, condition or covenant shall
41 not be construed by the other party as a waiver of a subsequent
42 breach of the same by the other party.
43

44
45 Governing Law
46

47 Unless otherwise specified within this Agreement, this Agreement
48 shall be governed by the law of the principal place of business
49 of ENGINEER.
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52 Construction Safety
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54 ENGINEER has not been retained or compensated to provide design
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04 and construction review services relating to the Contractor(s)'
05 safety precautions and programs or to means, methods,
06 techniques, sequences, or procedures of construction selected by
07 Contractor(s) omitted services include but are not limited to
08 shoring, scaffolding, underpinning, temporary retainment of
09 excavations and any erection methods and temporary bracing.
10
11

12 Professional Practices
13

14 The ENGINEER intends to render services under this Agreement in
15 accordance with generally accepted professional practices for
16 the intended use of the Project and makes no warranty either
17 express or implied.
18
19

20 Indemnification and Hold Harmless
21

22 It is understood and agreed that, in seeking the professional
23 services of the ENGINEER under this Agreement, the OWNER is
24 requesting the ENGINEER to undertake uninsurable obligations for
25 the OWNER's benefit involving the presence or potential presence
26 of hazardous substances and other pollution. The OWNER agrees
27 that the ENGINEER has no control over or responsibility for
28 materials which may be discharged to the wastewater collection
29 facilities by users of the system and which may cause disruption
30 to the treatment process. The OWNER further agrees that the
31 ENGINEER has no control over or responsibility for the ongoing
32 operation or maintenance of the existing wastewater collection
33 or treatment facilities or for the facilities to be constructed
34 in the future. Therefore, the OWNER agrees to hold harmless,
35 indemnify, and defend the ENGINEER from and against any and all
36 claims, losses, damages, liability, and costs, including but not
37 limited to costs of defense, arising out of or in any way
38 connected with the presence, discharge, release, or escape of
39 solids, liquids, gasses, noise, or contaminants of any kind from
40 the collection, treatment, and disposal facilities.
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04 IN WITNESS WHEREOF the parties hereto have made and executed
05 this Agreement as of the day and year first above written.
06
07
08

09 OWNER: (SEAL)
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11

12
13 ATTEST

12 CITY OF SUGAR HILL, GEORGIA
13

14
15
16 By Judy Foster

15
16 By Kathy Williamson

17
18 Name JUDY FOSTER
19 (Please Print)
20

17
18 Name KATHY WILLIAMSON
19 (Please Print)
20

21 Title CITY CLERK
22

21 Title CITY MANAGER
22

23 Address for giving notices:
24

25 4988 West Broad Street
26 Sugar Hill, Georgia 30518
27
28

29 ENGINEER: (SEAL)
30
31

32
33
34 ATTEST

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33
34 KECK & WOOD, INC.

35
36
37 By James R. Hulsey

35
36
37 James B. Stanley, Jr.
38 James B. Stanley, Jr., P.E.
39 President
40
41

38
39 Name JAMES R. HULSEY
40 (Please Print)
41

42 Title CORP. SECRETARY
43
44

42
43
44 Address for giving notices:
45

46 3722 Pleasantdale Road
47 Atlanta, Georgia 30340
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EXHIBIT "A" TO AGREEMENT
BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Duties, Responsibilities and Limitations of the Authority of
Resident Project Representative

General

Resident Project Representative (RPR) is ENGINEER's agent at the site and will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR'S actions. RPR'S dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR'S dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. RPR shall generally communicate with OWNER with knowledge of and under direction of ENGINEER.

Duties and Responsibilities

Resident Project Representative shall:

Schedules:

Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings:

Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings and prepare and circulate copies of minutes thereof.

Liaison:

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

In the interest of preserving the proper channels of communication, advise ENGINEER of any direct communication between OWNER and CONTRACTOR.

EXHIBIT "A"

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04 Shop Drawings and Samples:
05

06 Record date of receipt of Shop Drawings and samples. 07

08 Receive samples which are furnished at the site by CONTRACTOR
09 and notify ENGINEER of availability of samples for examination. 10

11 Advise ENGINEER and CONTRACTOR of the commencement of any Work
12 requiring a Shop Drawing or sample if the submission has not
13 been reviewed by ENGINEER. 14

15 Review of Work, Rejection of Defective Work, Inspections and
16 Tests: 17

18 Conduct on-site observations of the Work in progress to assist
19 ENGINEER in determining if the Work is proceeding in accordance
20 with the Contract Documents. 21

22 Report to ENGINEER whenever RPR believes that any Work is
23 unsatisfactory, faulty or defective or does not conform to the
24 Contract Documents, or has been damaged, or does not meet the
25 requirements of any inspections, test or approval required to be
26 made; and advise ENGINEER of Work that RPR believes should be
27 corrected or rejected or should be uncovered for observation, or
28 requires special testing, inspection or approval. 29

30 Verify that tests, equipment and systems startups and operating
31 and maintenance training are conducted as required by the
32 Contract Documents and in presence of the appropriate personnel,
33 and that CONTRACTOR maintains adequate records thereof; and
34 observe, record and report to ENGINEER appropriate details
35 relative to the test procedures and startups. 36

37 Accompany OWNER and visiting inspectors representing public or
38 other agencies having jurisdiction over the Project, record the
39 results of these inspections and report to ENGINEER. 40

41 Interpretation of Contract Documents:
42

43 Transmit to CONTRACTOR clarification and interpretation of the
44 Contract Documents as issued by ENGINEER. 45

46 Modifications:
47

48 Consider and evaluate CONTRACTOR's suggestions for modifications
49 in Drawings or Specifications and report with RPR'S
50 recommendations to ENGINEER. 51

52 Records:
53

54 Maintain at the job site orderly files for correspondence,
55 reports of job conferences, Shop Drawings and samples,
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57

58 EXHIBIT "A"
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04 reproductions of original Contract Documents including all
05 addenda, change orders, field orders, additional Drawings issued
06 subsequent to the execution of the Contract, ENGINEER's
07 clarifications and interpretations of the Contract Documents,
08 progress reports and other Project-related documents.
09

10 Keep a diary or log book, recording hours on the job site,
11 weather conditions, data relative to questions of field orders,
12 change orders or changed conditions, list of principal job site
13 visitors, daily activities, decisions, observations in general
14 and specific observations in more detail as in the case of
15 observing test procedures. Send copies to ENGINEER.
16

17 Record names, addresses and telephone numbers of all
18 CONTRACTORS, subcontractors and major suppliers of equipment and
19 materials.
20

21 Advise ENGINEER whenever CONTRACTOR is not maintaining an
22 up-to-date copy of Record Drawings at the site.
23

24 Reports:

25
26 Furnish ENGINEER periodic reports as required of progress of the
27 Work and of CONTRACTOR's compliance with the progress schedule,
28 and schedule of Shop Drawing and sample submittals.
29

30 Consult with ENGINEER in advance of scheduled major tests,
31 inspections or start of important phases of the Work.
32

33 Report immediately to ENGINEER and OWNER upon occurrence of any
34 accident.
35

36 Payment Requisitions:

37
38 Review Applications for Payment with CONTRACTOR for compliance
39 with the established procedure for their submission and forward
40 with recommendations to ENGINEER, noting particularly the
41 relationship of the payment to the schedule of values, Work
42 completed and materials and equipment delivered at the site but
43 not incorporated in the Work.
44

45 Certificates, Maintenance and Operation Manuals:

46
47 During the course of the Work, verify that certificates,
48 maintenance and operation manuals and other data required to be
49 assembled and furnished by CONTRACTOR are applicable to the
50 items actually installed and in accordance with the Contract
51 Documents; and have this material delivered to ENGINEER for
52 review and forwarding to OWNER prior to final payment for the
53 Work.
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58 EXHIBIT "A"
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04 **Completion:**
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06 Before ENGINEER issues a Certificate of Substantial Completion,
07 submit to CONTRACTOR a list of observed items requiring
08 completion or correction.
09

10 Conduct final inspection in the company of ENGINEER, OWNER and
11 CONTRACTOR and prepare a final list of items to be completed or
12 corrected.
13

14 Observe that all items on final list have been completed or
15 corrected and make recommendations to ENGINEER concerning
16 acceptance.
17

18 Limitations of Authority
19

20 Except upon written instruction of ENGINEER, Resident Project
21 Representative:
22

23 Shall not authorize any deviation from the Contract Documents or
24 substitution of materials or equipment.
25

26 Shall not exceed limitations of ENGINEER'S authority as set
27 forth in the Agreement or the Contract Documents.
28

29 Shall not undertake any of the responsibilities of CONTRACTOR,
30 subcontractors or CONTRACTOR'S superintendent.
31

32 Shall not advise on, issue directions relative to or assume
33 control over any aspect of the means, methods, techniques,
34 sequences or procedures of construction unless such advice or
35 directions are specifically required by the Contract Documents.
36

37 Shall not advise on, issue directions regarding or assume
38 control over safety precautions and programs in connection with
39 the Work.
40

41 Shall not authorize the OWNER to occupy the Project in whole or
42 in part.
43

44 Shall not participate in specialized field or laboratory tests
45 or inspections conducted by others.
46

47 Shall not assist CONTRACTOR in maintaining up-to-date copy of
48 Record Drawings.
49

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51 (End of Exhibit A)
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EXHIBIT "A"

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

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THIS IS AN AGREEMENT made as of _____, 1988 between the City of Sugar Hill, Georgia (hereinafter OWNER) and Keck & Wood, Inc. (hereinafter ENGINEER).

OWNER intends to design and construct a 0.5 MGD Wastewater Treatment and Spray Irrigation Disposal Facility on 268 acres of land owned by the City, along with sewers, force mains and a lift station to deliver wastewater to the new facilities; and to design and construct a Public Golf Course with supporting clubhouse and maintenance facilities on the Spray Irrigation Site (hereinafter the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

SECTION 1
BASIC SERVICES OF ENGINEER

General

ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical, architectural and electrical engineering services incidental thereto.

Phase I - Master Plan For Development

After formal authorization to proceed, ENGINEER shall:

Consult with OWNER to clarify and define OWNER'S requirements for the Project and review available data.

Advise OWNER as to the necessity of OWNER providing or obtaining from others data or services required for the Project when such services are beyond the scope of the ENGINEER'S services, and assist OWNER in obtaining such data and services.

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04 Identify and analyze requirements of governmental authorities
05 having jurisdiction to approve the design of the project and
06 participate in consultations with such authorities.
07 Specifically included are responding to any questions which
08 arise from the Georgia EPD review of the previously completed
09 Design Development Report for the Project, and the preparation
10 and submittal to the Atlanta Regional Commission an application
11 for development within the Chattahoochee River Corridor.
12

13 Provide analyses of OWNER's needs, planning surveys, site
14 evaluations and comparative studies of alternatives and
15 solutions.
16

17 Prepare a comprehensive "Master Plan for Development" of the 268
18 acre site, including the general layout of a 27 hole golf
19 course, general layout of wastewater pretreatment, storage, and
20 spray irrigation facilities for an ultimate 1.0 million gallons
21 per day of wastewater flow.
22

23 The Master Plan shall indicate the location and size of all
24 proposed physical improvements, including the Golf Clubhouse,
25 Golf Maintenance and Storage Building, Wastewater Treatment
26 process elements, Effluent Storage Ponds, and related access
27 roads and parking areas. Golf course facilities described will
28 include the layout of fairways, tees, greens, cart trails, a
29 practice green, and a driving range.
30

31 The potential for phasing the design and construction of both
32 the golf course and the wastewater treatment/spray irrigation
33 facilities will be evaluated. Each potential logical phase will
34 be separately identified to allow the project to be scaled back
35 in the event that available funding does not permit immediate
36 construction of the entire desired project. An initial 0.5 MGD
37 Wastewater Treatment Plant expandable to 1.0 MGD is planned.
38

39 Detailed cost estimates will be prepared based on the
40 information gathered to date, to provide the OWNER with an
41 updated estimate of probable cost for each potential phase of
42 the Project. The cost estimates will include construction,
43 contingencies, engineering and inspection, rights-of-way, and
44 financing charges. The total of all such costs are hereinafter
45 called "Total Project Costs".
46

47 The Master Plan for Development will include a projected
48 timetable for completion of various phases of the project, and
49 will provide recommendations for staffing and operations of both
50 the wastewater treatment facilities and golf facilities.
51

52 Prepare a Report with appropriate exhibits indicating clearly
53 the considerations involved and the alternative solutions
54 available to OWNER, and setting forth ENGINEER's findings and
55 recommendations with opinions of probable costs.
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04 Furnish five copies of the Report and present and review it in
05 person with OWNER.
06
07

08 Phase II - Detailed Design
09

10 After formal authorization to proceed with the Detailed Design
11 Phase, ENGINEER shall:
12

13 On the basis of the accepted Master Plan for Development and the
14 revised opinion of probable Total Project Costs prepare for
15 incorporation in the Contract Documents, final drawings to show
16 the general scope, extent and character of the work to be
17 furnished and performed by Contractors (hereinafter called
18 "Drawings"), and Specifications.
19

20 Provide technical criteria, written descriptions and design data
21 for OWNER'S use in filing applications for permits with or
22 obtaining approvals of such governmental authorities as have
23 jurisdiction to approve the design of the Project and assist
24 OWNER, in consultations with appropriate authorities.
25

26 Advise OWNER of any adjustments to the latest opinion of
27 probable Total Project Cost caused by changes in general scope,
28 extent or character of design requirements of the Project or
29 Construction Costs. Furnish to OWNER a revised opinion of
30 probable Total Project Cost based on the Drawings and
31 Specifications.
32

33 Prepare for review and approval by OWNER, its legal counsel and
34 other advisors contract agreement forms, conditions, bid forms,
35 notice to bidders, information for bidders, general conditions
36 and supplementary conditions, and assist in the preparation of
37 other related documents.
38

39 Furnish five copies of the above documents and present and
40 review them in person with OWNER.
41
42

43 Phase III - Bidding or Negotiating
44

45 After formal authorization to proceed with the Bidding or
46 Negotiating Phase, ENGINEER shall:
47

48 Assist OWNER in advertising for and obtaining bids or
49 negotiating proposals for each separate prime contract for
50 construction, materials, equipment and services; and, where
51 applicable, maintain a record of prospective bidders to whom
52 Bidding Documents have been issued, attend pre-bid conferences
53 and receive and process deposits for Bidding Documents.
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04 Issue addenda as appropriate to interpret, clarify or expand the
05 Bidding Documents.
06

07 Consult with and advise OWNER as to the acceptability of
08 subcontractors, suppliers and other persons and organizations
09 proposed by the prime contractor(s) (hereinafter called
10 "Contractor(s)") for those portions of the work as to which such
11 acceptability is required by the bidding documents.
12

13 Consult with OWNER concerning and determine the acceptability of
14 substitute materials and equipment proposed by Contractor(s)
15 when substitution prior to the award of Contracts is allowed by
16 the Bidding Documents.
17

18 Attend the bid opening, prepare bid tabulation sheets and assist
19 OWNER in evaluating bids or proposals and in assembling and
20 awarding contracts.
21

22
23 Phase IV - Construction
24

25 During the Construction Phase ENGINEER shall:
26

27 Consult with and advise OWNER and act as OWNER'S representative
28 as provided in the construction Contract Documents prepared by
29 the ENGINEER. The extent and limitations of the duties,
30 responsibilities and authority of ENGINEER as assigned in said
31 Contract Documents shall not be modified without ENGINEER'S
32 written consent. All of OWNER'S instructions to Contractor(s)
33 will be issued through ENGINEER who will have authority to act
34 on behalf of OWNER to the extent provided in said Contract
35 Documents except as otherwise provided in writing.
36

37 Make visits to the site at intervals appropriate to the various
38 stages of construction as ENGINEER deems necessary in order to
39 observe as an experienced and qualified design professional the
40 progress and quality of the various aspects of Contractor's work.
41

42 Based on information obtained during such visits and on such
43 observations, ENGINEER will endeavor to determine in general if
44 such work is proceeding in accordance with the Contract
45 Documents and ENGINEER will keep OWNER informed of the progress
46 of the work.
47

48 The ENGINEER shall not, during visits to the site or as a result
49 of observations of Contractor(s) work in progress, supervise,
50 direct or have control over Contractor(s) work nor shall
51 ENGINEER have authority over or responsibility for means,
52 methods, techniques, sequences, or procedures of construction
53 selected by Contractor(s), for safety precautions and programs
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04 incident to the work of Contractor(s) or for any failure of
05 Contractor(s) to comply with laws, rules, regulations,
06 ordinances, codes or orders applicable to Contractor(s)
07 furnishing and performing their work. Accordingly, ENGINEER can
08 neither guarantee the performance of the construction contracts
09 by Contractor(s) nor assume responsibility for Contractor(s)
10 failure to furnish and perform their work in accordance with the
11 Contract Documents.
12

13 During site visits and on the basis of observations, ENGINEER
14 may disapprove of or reject Contractor(s) work while it is in
15 progress if ENGINEER believes that such work will not produce a
16 completed Project that conforms generally to the Contract
17 Documents or that it will prejudice the integrity of the design
18 concept of the Project as reflected in the Contract Documents.
19

20 Issue necessary interpretations and clarifications of the
21 Contract Documents and in connection therewith prepare work
22 directive changes and change orders as required.
23

24 Review Shop Drawings (as that term is defined in the aforesaid
25 Contract Documents), samples, and other data which any
26 Contractor(s) are required to submit, but only for conformance
27 with the design concept of the Project and compliance with the
28 information given in the Contract Documents. Such reviews shall
29 not extend to means, methods, techniques, sequences or
30 procedures of construction or to safety precautions and programs
31 incident thereto.
32

33 ENGINEER shall have authority, as OWNER'S representative, to
34 require special inspection or testing of the work, and shall
35 receive and review all certificates of inspections, testings and
36 approvals required by laws, rules, regulations, ordinances,
37 codes, orders or the Contract Documents (but only to determine
38 generally that their content complies with the requirements of,
39 and the results certified indicate compliance with, the Contract
40 Documents).
41

42 ENGINEER shall act as initial interpreter of the requirements of
43 the Contract Documents and judge of the acceptability of the
44 work thereunder and make decisions on all claims of OWNER and
45 Contractor(s) relating to the acceptability of the work or the
46 interpretation of the requirements of the Contract Documents
47 pertaining to the execution and progress of the work. ENGINEER
48 shall not be liable for the results of any such interpretations
49 or decisions rendered in good faith.
50

51 Based on ENGINEER'S on-site observations as an experienced and
52 qualified design professional and on review of Contractor(s)
53 applications for payment and the accompanying data and
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04 schedules, determine the amounts owing to Contractor(s) and
05 recommend in writing payments to Contractor(s) in such amounts;
06 such recommendations of payment will constitute a representation
07 to OWNER, based on such observations and review, that the work
08 has progressed to the point indicated and that, to the best of
09 ENGINEER'S knowledge, information and belief, the quality of the
10 work is generally in accordance with the Contract Documents
11 (subject to an evaluation of such work as a functioning whole
12 prior to or upon Substantial Completion, to the results of any
13 subsequent tests called for in the Contract Documents, and to
14 any qualifications stated in the recommendation).
15

16 By recommending any payment ENGINEER will not thereby be deemed
17 to have represented that exhaustive, continuous or detailed
18 reviews or examinations have been made by ENGINEER to check the
19 quality or quantity of Contractor(s) work as it is furnished and
20 performed beyond the responsibilities specifically assigned to
21 ENGINEER in this Agreement and the Contract Documents.
22 ENGINEER'S review of Contractor(s) work for the purposes of
23 recommending payments will not impose on ENGINEER responsibility
24 to supervise, direct or control such work or for the means,
25 methods, techniques, sequences, or procedures of construction or
26 safety precautions or programs incident thereto or Contractor(s)
27 compliance with laws, rules, regulations, ordinances, codes or
28 orders applicable to their furnishing and performing the work.
29 It will also not impose responsibility on ENGINEER to make any
30 examination to ascertain how or for what purposes any Contractor
31 has used the moneys paid on account of the Contract Price, or to
32 determine that title to any of the work, materials or equipment
33 has passed to OWNER free and clear of any lien, claims, security
34 interests or encumbrances, or that there may not be other
35 matters at issue between OWNER and CONTRACTOR that might affect
36 the amount that should be paid.
37

38 Conduct an inspection to determine if the work is substantially
39 complete and a final inspection to determine if the completed
40 work is acceptable so that ENGINEER may recommend, in writing,
41 final payment to Contractor(s) and may give written notice to
42 OWNER and Contractor(s) that the work is acceptable (subject to
43 any conditions therein expressed), but any such recommendation
44 and notice will be subject to the limitations expressed
45 previously.
46

47 ENGINEER shall not be responsible for the acts or omissions of
48 any Contractor, or of any subcontractor or supplier, or any of
49 the Contractor(s)' or subcontractors' or supplier's agents or
50 employees or any other persons (except ENGINEER'S own employees
51 and agents) at the site or otherwise furnishing or performing
52 any of the Contractor's work of the Project.
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04 SECTION 2
05 ADDITIONAL SERVICES OF ENGINEER
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08

09 General

10 If authorized in writing by OWNER, ENGINEER shall furnish or
11 obtain from others Additional Services of the following types.
12 These services are not included as a part of Basic Services;
13 these services will be paid for by OWNER as indicated in Section
14 5.
15

16 Services resulting from significant changes in general scope
17 extent or character of the Project or its design including, but
18 not limited to, changes in size, complexity, OWNER's schedule,
19 character of construction; or method of financing; and revising
20 previously accepted studies, reports, design documents or
21 Contract Documents when such revisions are required by changes
22 in laws, rules, regulations, ordinances, codes or orders enacted
23 subsequent to the preparation of such studies, reports or
24 documents, or are due to any other causes beyond ENGINEER's
25 control.
26

27 Providing renderings or models for OWNER's use.
28

29 Furnishing the services of independent professional associates
30 and consultants for other than Basic Services which include, but
31 are not limited to, the customary civil, structural, mechanical
32 and electrical engineering and customary architectural design
33 incidental thereto. Specific professional services which are
34 anticipated in addition to Basic Services include Golf
35 Management Professional and Golf Course Architects.
36

37 Services during out-of-town travel required of ENGINEER other
38 than visits to the site or OWNER'S office required by
39 performance of authorized Basic Services.
40

41 Assistance in connection with bid protests, rebidding or
42 renegotiating contracts for construction materials, equipment or
43 services.
44

45 Providing any type of property survey or related engineering
46 services needed for the transfer of interest in real property
47 and field surveys for design purposes and engineering surveys
48 and staking to enable Contractor(s) to proceed with their work;
49 and providing other special field surveys.
50

51 Preparing a set of reproducible record prints of Drawings
52 showing those changes made during the construction process,
53 based on the marked-up prints, drawings and other data furnished
54 by Contractor(s) to ENGINEER and which ENGINEER considers
55 significant.
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04 Services after completion of the Construction Phase, such as
05 inspections during any guarantee period and reporting observed
06 discrepancies under guarantees called for in any contract for
07 the Project.
08

09 Preparing to serve or serving as a consultant or witness for
10 OWNER in any litigation, arbitration, public hearing or other
11 legal or administrative proceeding involving the Project.
12

13 Additional services in connection with the Project, including
14 services normally furnished by OWNER and services not otherwise
15 provided for in this Agreement.
16

17
18 Required Additional Services
19

20 When required by the Contract Documents in circumstances beyond
21 ENGINEER'S control, ENGINEER shall furnish or obtain from
22 others, as circumstances require during construction and without
23 waiting for specific authorization from OWNER, Additional
24 Services of the following types. These services are not
25 included as part of Basic Services. ENGINEER shall advise OWNER
26 promptly after starting any such Additional Services which will
27 be paid for by OWNER as indicated in Section 5.
28

29 Services in connection with change orders to reflect changes
30 requested by OWNER if the resulting change in compensation for
31 Basic Services is not commensurate with the additional services
32 rendered.
33

34 Services in making revisions to Drawings and Specifications
35 occasioned by the acceptance of substitutions proposed by
36 Contractor(s); and services after the award of each contract in
37 evaluating and determining and acceptability of an unreasonable
38 or excessive number of substitutions proposed by Contractor.
39

40 Services resulting from significant delays, changes or price
41 increases occurring as a direct or indirect result of material,
42 equipment or energy shortages.
43

44 Additional or extended services : during construction made
45 necessary by (1) work damaged by fire or other cause during
46 construction, (2) a significant amount of defective or neglected
47 work of any Contractor, (3) prolongation of the contract time of
48 any prime contract by more than thirty days, (4) acceleration of
49 the progress schedule involving services beyond normal working
50 hours, and (5) default by any Contractor.
51

52 Services in connection with any partial utilization of any part
53 of the Project by OWNER prior to Substantial Completion.
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04 Evaluating an unreasonable or extensive number of claims
05 submitted by Contractor(s) or others in connection with the work.
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07 Resident Services During Construction
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09 A Resident Project Representative and assistants will be
10 furnished and will act as directed by ENGINEER in order to
11 assist ENGINEER in observing performance of the work of
12 Contractor(s). Such services will be paid for by OWNER as
13 indicated in Section 5.
14

15 The duties and responsibilities and the limitations on the
16 authority of the Resident Project Representative and assistants
17 are set forth in Exhibit A which is attached to and made a part
18 of this Agreement.
19

20 Through more extensive on-site observations of the work in
21 progress and field checks of materials and equipment by the
22 Resident Project Representative and assistants, ENGINEER shall
23 endeavor to provide further protection for OWNER against defects
24 and deficiencies in the work of Contractor(s); but the
25 furnishing of such resident Project representation will not
26 extend ENGINEER'S responsibilities or authority for construction
27 means, methods, techniques, sequences or procedures or for
28 safety precautions and programs, or for any failure of
29 Contractor(s) to comply with laws, rules, regulations,
30 ordinances, codes, or orders applicable to Contractor(s)
31 furnishing and performing their work, or for Contractor(s)'
32 failure to furnish and perform their work in accordance with the
33 Contract Documents.
34
35

36 SECTION 3
37 OWNER'S RESPONSIBILITIES
38
39

40 OWNER shall in a timely manner so as not to delay the services
41 of ENGINEER:
42

43 Designate a person to act as OWNER'S representative with respect
44 to the services to be rendered under this Agreement. Such
45 person shall have complete authority to transmit instructions,
46 receive information, interpret and define OWNER'S policies and
47 decisions with respect to ENGINEER'S services for the Project.
48

49 Provide all criteria and full information as to OWNER'S
50 requirements for the Project, including design objectives and
51 constraints, space, capacity and performance requirements,
52 flexibility and expandability, and any budgetary limitations;
53 and furnish copies of all design and construction standards
54 which OWNER will required to be included in the Drawings and
55 Specifications.
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04 Assist ENGINEER by placing at ENGINEER'S disposal all available
05 information pertinent to the Project including previous reports
06 and any other data relative to design and construction of the
07 Project.
08

09 Furnish to ENGINEER, as required for performance of ENGINEER'S
10 Basic Services, data prepared by or services of others,
11 including without limitation borings, probings and subsurface
12 explorations, hydrographic surveys, laboratory tests and
13 inspections of samples, materials and equipment; appropriate
14 professional interpretations of all of the foregoing;
15 environmental assessment and impact statements; property,
16 boundary, easement, right-of-way, topographic and utility
17 surveys and property descriptions; zoning, deed and other land
18 use restriction; and other special data or consultations not
19 covered in the scope of Additional Services to be performed by
20 ENGINEER; all of which ENGINEER may use and rely upon in
21 performing services under this Agreement.
22

23 Arrange for access to and make all provisions for ENGINEER to
24 enter upon public and private property as required for ENGINEER
25 to perform services under this Agreement.
26

27 Examine all studies, reports, sketches, Drawings,
28 Specifications, proposals and other documents presented by
29 ENGINEER, obtain advice of an attorney, insurance counselor and
30 other consultants as OWNER deems appropriate for such
31 examination and render in writing decisions pertaining thereto
32 within a reasonable time so as not to delay the services of
33 ENGINEER.
34

35 Furnish approvals and permits from all governmental authorities
36 having jurisdiction over the Project and such approvals and
37 consents from others as may be necessary for completion of the
38 Project.
39

40 Pay all costs incident to obtaining bids or proposals from
41 contractors.
42

43 Provide such accounting, independent cost estimating and
44 insurance counseling services as may be required for the
45 Project, such legal services as OWNER may require or ENGINEER
46 may reasonably request with regard to legal issues pertaining to
47 the Project including any that may be raised by Contractor(s),
48 and such auditing service as OWNER may require to ascertain how
49 or for what purpose any Contractor has used the moneys paid
50 under the construction contract, and such inspection services as
51 OWNER may require to ascertain that Contractor(s) are complying
52 with any law, rule, ordinance, code or order applicable to their
53 furnishing and performing the work.
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Furnish to ENGINEER data or estimated figures as to OWNER'S anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S Services, or any defect or nonconformance in the work of any Contractor.

Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4
PERIOD OF SERVICE

The provisions of this Section 4, and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction and initial operation of the Project including extra work and required extensions thereto.

SECTION 5
PAYMENTS TO ENGINEER

Methods of Payment for Services and Expenses of ENGINEER

BASIC SERVICES: OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

Percentage: 7.50 percent of the Construction Cost.

01
02
03
04 ADDITIONAL SERVICES: OWNER shall pay ENGINEER for Additional
05 Services rendered under Section 2 as follows:
06

07 General: For all additional services and Resident Project
08 Representative services rendered (except services furnished
09 by special consultants) on the basis of ENGINEER'S payroll
10 costs times a factor of 2.50 for services rendered by
11 officers and employees assigned to the Project.
12

13 Special Consultants: For services and reimbursable expenses
14 of special consultants employed by the ENGINEER therefor
15 times a factor of 1.05.
16

17 REIMBURSABLE EXPENSES: In addition to payments provided above
18 for Additional Services, OWNER shall pay ENGINEER the actual
19 costs of all reimbursable expenses incurred in connection with
20 such services.
21

22
23 Times of Payment
24

25 ENGINEER shall from time to time (but no more than once every
26 four weeks) submit statements for Basic and Additional Services
27 rendered and for Reimbursable Expenses incurred. OWNER shall
28 make prompt payments in response to ENGINEER's statements.
29

30 For Basic Services, statements will be based upon ENGINEER's
31 estimate of the proportion of the total services actually
32 completed at the time of billing. Otherwise statements will be
33 based upon ENGINEER's payroll cost times a factor.
34

35 OWNER shall, upon conclusion of each phase of Basic Services,
36 pay such additional amount, if any, as may be necessary to bring
37 total compensation paid on account of such phase to the
38 following percentages of total compensation for all phases of
39 Basic Services:
40

<u>Phase</u>	<u>Percentage</u>
Phase I - Master Plan for Development	15 (Not to exceed \$55,000 total)
Detailed Design	50
Bidding or Negotiating	5
Construction	30
	<hr/>
	100%

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04 General
05

06 The construction cost of the entire Project (hereinafter
07 "Construction Cost") means the total cost to OWNER of those
08 portions of the entire Project designed or specified by
09 ENGINEER, but it will not include ENGINEER's compensation and
10 expenses, the cost of land, rights-of-way, or compensation for
11 or damages, to properties, the costs of golf course maintenance
12 equipment, golf carts, and growing-in fees, nor will it include
13 OWNER's legal, accounting, insurance counseling or auditing
14 services, or interest and financing charges incurred in
15 connection with the Project. When Construction Cost is used as
16 a basis for payment it will be based on one of the following
17 sources with precedence in the order listed for work designed or
18 specified by ENGINEER:
19

20 For completed construction work the total cost of all work
21 performed as designed or specified by ENGINEER.
22

23 For work designed or specified but not constructed, the
24 lowest bona fide bid received from a qualified bidder for
25 such work; or if the work is not bid, the lowest bona fide
26 negotiated proposal for such work.
27

28 For work designed or specified but not constructed upon
29 which no such bid or proposal is received, ENGINEER's most
30 recent opinion of probable Construction Cost.
31

32 Labor furnished by OWNER for the Project will be included in the
33 Construction Cost at current market rates including a reasonable
34 allowance for overhead and profit. Materials and equipment
35 furnished by OWNER will be included at current market prices
36 except used materials and equipment will be included as if
37 purchased new for the Project. No deduction is to be made from
38 Construction Cost used to determine ENGINEER's compensation on
39 account of any penalty, liquidated damages, or other amounts
40 withheld from payments to Contractor(s).
41

42 The payroll costs used as a basis for payment mean the salaries
43 and wages paid to all ENGINEER'S personnel engaged directly on
44 the Project, including, but not limited to, engineers,
45 architects, surveyors, designers, drafters, specification
46 writers, estimators, other technical and business personnel,
47 exclusive of the cost of customary and statutory benefits such
48 as social security contributions, unemployment, excise and
49 payroll taxes, worker's compensation, health and retirement
50 benefits, sick leave, vacation and holiday pay applicable
51 thereto.
52

53 Reimbursable expenses mean the actual expenses incurred by
54 ENGINEER or ENGINEER'S independent professional associates or
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04 consultants directly or indirectly, or appropriate charges, in
05 connection with the Project for: transportation and subsistence
06 incidental thereto; obtaining bids or proposals from
07 Contractor(s); providing and maintaining field office facilities
08 including furnishings and utilities; subsistence and
09 transportation of Resident Project Representatives and their
10 assistants; toll telephone calls; reproduction of reports,
11 Drawings, Specifications, and similar Project-related items in
12 addition to those required under Section 1; computer and
13 word-processing time including charges for previously
14 established programs; special equipment such as survey,
15 laboratory and test instruments; and, if authorized in advance
16 by OWNER, overtime work requiring higher than regular rates.
17

18 If OWNER fails to make any payment due ENGINEER for services and
19 expenses within sixty days after receipt of ENGINEER's invoice
20 therefor, the amounts due ENGINEER shall include a charge at the
21 rate of 1.3 percent per four weeks from said sixtieth day, and
22 in addition ENGINEER may, after giving seven days' written
23 notice to OWNER, suspend services under this Agreement until
24 ENGINEER has been paid in full all amounts due for services,
25 expenses and charges.
26

27 If this Agreement is terminated by OWNER upon the completion of
28 any phase of the Basic Services, progress payments due ENGINEER
29 for services rendered through such phase shall constitute total
30 payment for such services. If this Agreement is terminated by
31 OWNER during any phase of the Basic Services, ENGINEER will be
32 paid for Basic Services rendered during that phase computed as
33 if such services were Additional Services. In the event of any
34 termination, ENGINEER will be further paid for all unpaid
35 Additional Services and unpaid Reimbursable Expenses, plus all
36 termination expenses. Termination expenses mean reimbursable
37 expenses directly attributable to termination, including
38 subcontract cancellation costs, plus 15 percent of the total
39 compensation earned to the time of termination to account for
40 ENGINEER's rescheduling adjustments, reassignment of personnel
41 and related costs incurred due to termination.
42
43
44

45 SECTION 6
46 GENERAL CONSIDERATIONS
47

48 Termination
49

50 The obligation to provide further services under this Agreement
51 may be terminated by either party upon seven days' written
52 notice in the event of substantial failure by the other party to
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04 perform in accordance with the terms hereof through no fault of
05 the terminating party.
06
07

08 Reuse of Documents
09

10 All documents including Drawings and Specifications prepared or
11 furnished by ENGINEER pursuant to this Agreement are instruments
12 of service in respect of the Project and ENGINEER shall retain
13 an ownership and property interest therein whether or not the
14 Project is completed. OWNER may make and retain copies for
15 information and reference in connection with the use and
16 occupancy of the Project by OWNER and others; however such
17 documents are not intended or represented to be suitable for
18 reuse by OWNER or others on extensions of the Project or on any
19 other project. Any reuse without written verification or
20 adaptation by ENGINEER for the specific purpose intended will be
21 at OWNER'S sole risk and without liability or legal exposure to
22 ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER
23 from all claims, damages, losses and expenses including
24 attorneys' fees arising out of or resulting therefrom. Any such
25 verification or adaptation will entitle ENGINEER to further
26 compensation at rates to be agreed upon by OWNER and ENGINEER.
27
28

29 Opinions of Cost
30

31 Since ENGINEER has no control over the cost of labor, materials
32 equipment, or services furnished by others or over the
33 Contractor(s)' methods of determining prices, or over
34 competitive bidding or market conditions, ENGINEER'S opinions of
35 probable Total Project Cost and/or Construction Cost provided
36 for herein are to be made on the basis of ENGINEER'S experience
37 and qualifications and represent ENGINEER'S best judgment as an
38 experienced and qualified design professional familiar with the
39 construction industry, but ENGINEER cannot and does not
40 guarantee that proposals, bids or the actual Total Project or
41 Construction Cost will not vary from opinions of probable cost
42 prepared by ENGINEER. If prior to the Bidding or Negotiating
43 Phase OWNER wishes greater assurance as to the Total Project or
44 Construction Cost OWNER shall employ an independent cost
45 estimator.
46
47

48 Successors and Assigns
49

50 OWNER and ENGINEER each is hereby bound and the partners,
51 successors, executors, administrators and legal representatives
52 of OWNER and ENGINEER are hereby bound to the other party of
53 this Agreement and to the partners, successors, executors,
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04 administrators and legal representatives of such other party, in
05 respect to all covenants, agreements and obligations of this
06 Agreement. Neither OWNER nor ENGINEER shall assign, sublet or
07 transfer any rights under or interest in this Agreement without
08 the written consent of the other except to the extent that any
09 assignment, subletting or transfer is mandated by law or the
10 effect of this limitation may be restricted by law. Unless
11 specifically stated to the contrary in any written consent to an
12 assignment, no assignment will release or discharge the assignor
13 from any duty or responsibility under this Agreement. Nothing
14 contained in this paragraph shall prevent ENGINEER from
15 employing such independent professional associates and
16 consultants as ENGINEER may deem appropriate to assist in the
17 performance of services hereunder.
18

19 Nothing under this Agreement shall be construed to give any
20 rights or benefits in this Agreement to anyone other than OWNER
21 and ENGINEER, and all duties and responsibilities undertaken
22 pursuant to this Agreement will be for the sole and exclusive
23 benefit of OWNER and ENGINEER and not for the benefit of any
24 other party.
25

26 27 Responsibility of Parties 28

29 Neither party to this Agreement shall hold the other responsible
30 for damages or delay in performance by acts of God, strikes,
31 lockouts, accidents, or other events beyond the control of the
32 other or the other's employees and agents.
33

34 35 Partial Invalidation 36

37 In the event any provisions of this Agreement shall be held to
38 be invalid and unenforceable, the remaining provisions shall be
39 valid and binding upon the parties. One or more waivers by
40 either party of any provision, term, condition or covenant shall
41 not be construed by the other party as a waiver of a subsequent
42 breach of the same by the other party.
43

44 45 Governing Law 46

47 Unless otherwise specified within this Agreement, this Agreement
48 shall be governed by the law of the principal place of business
49 of ENGINEER.
50

51 52 Construction Safety 53

54 ENGINEER has not been retained or compensated to provide design
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04 and construction review services relating to the Contractor(s)'
05 safety precautions and programs or to means, methods,
06 techniques, sequences, or procedures of construction selected by
07 Contractor(s) omitted services include but are not limited to
08 shoring, scaffolding, underpinning, temporary retainment of
09 excavations and any erection methods and temporary bracing.
10
11

12 Professional Practices
13

14 The ENGINEER intends to render services under this Agreement in
15 accordance with generally accepted professional practices for
16 the intended use of the Project and makes no warranty either
17 express or implied.
18
19

20 Indemnification and Hold Harmless
21

22 It is understood and agreed that, in seeking the professional
23 services of the ENGINEER under this Agreement, the OWNER is
24 requesting the ENGINEER to undertake uninsurable obligations for
25 the OWNER's benefit involving the presence or potential presence
26 of hazardous substances and other pollution. The OWNER agrees
27 that the ENGINEER has no control over or responsibility for
28 materials which may be discharged to the wastewater collection
29 facilities by users of the system and which may cause disruption
30 to the treatment process. The OWNER further agrees that the
31 ENGINEER has no control over or responsibility for the ongoing
32 operation or maintenance of the existing wastewater collection
33 or treatment facilities or for the facilities to be constructed
34 in the future. Therefore, the OWNER agrees to hold harmless,
35 indemnify, and defend the ENGINEER from and against any and all
36 claims, losses, damages, liability, and costs, including but not
37 limited to costs of defense, arising out of or in any way
38 connected with the presence, discharge, release, or escape of
39 solids, liquids, gasses, noise, or contaminants of any kind from
40 the collection, treatment, and disposal facilities.
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04 IN WITNESS WHEREOF the parties hereto have made and executed
05 this Agreement as of the day and year first above written.
06
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12

OWNER: (SEAL)

13 ATTEST

CITY OF SUGAR HILL, GEORGIA

14
15
16 By Judy Foster

16 By Kathy Williamson

17
18 Name JUDY FOSTER
19 (Please Print)

17
18 Name KATHY WILLIAMSON
19 (Please Print)

20
21 Title CITY CLERK

20
21 Title CITY MANAGER

22
23 Address for giving notices:

24
25 4988 West Broad Street
26
27 Sugar Hill, Georgia 30518
28

29
30 ENGINEER: (SEAL)

31
32
33
34 ATTEST

34 KECK & WOOD, INC

35
36
37 By James R. Hulsey

35
36
37
38 James B. Stanley, Jr.
39
40 President

38
39 Name JAMES R. HULSEY
40 (Please Print)

41
42 Title CORP. SECRETARY

41
42
43
44 Address for giving notices:

45
46 3722 Pleasantdale Road
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48 Atlanta, Georgia 30340
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EXHIBIT "A" TO AGREEMENT
BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Duties, Responsibilities and Limitations of the Authority of
Resident Project Representative

General

Resident Project Representative (RPR) is ENGINEER's agent at the site and will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR'S actions. RPR'S dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR'S dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. RPR shall generally communicate with OWNER with knowledge of and under direction of ENGINEER.

Duties and Responsibilities

Resident Project Representative shall:

Schedules:

Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

Conferences and Meetings:

Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings and prepare and circulate copies of minutes thereof.

Liaison:

Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

In the interest of preserving the proper channels of communication, advise ENGINEER of any direct communication between OWNER and CONTRACTOR.

EXHIBIT "A"

01
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04 Shop Drawings and Samples:

05
06 Record date of receipt of Shop Drawings and samples.
07

08 Receive samples which are furnished at the site by CONTRACTOR
09 and notify ENGINEER of availability of samples for examination.
10

11 Advise ENGINEER and CONTRACTOR of the commencement of any Work
12 requiring a Shop Drawing or sample if the submission has not
13 been reviewed by ENGINEER.
14

15 Review of Work, Rejection of Defective Work, Inspections and
16 Tests:
17

18 Conduct on-site observations of the Work in progress to assist
19 ENGINEER in determining if the Work is proceeding in accordance
20 with the Contract Documents.
21

22 Report to ENGINEER whenever RPR believes that any Work is
23 unsatisfactory, faulty or defective or does not conform to the
24 Contract Documents, or has been damaged, or does not meet the
25 requirements of any inspections, test or approval required to be
26 made; and advise ENGINEER of Work that RPR believes should be
27 corrected or rejected or should be uncovered for observation, or
28 requires special testing, inspection or approval.
29

30 Verify that tests, equipment and systems startups and operating
31 and maintenance training are conducted as required by the
32 Contract Documents and in presence of the appropriate personnel,
33 and that CONTRACTOR maintains adequate records thereof; and
34 observe, record and report to ENGINEER appropriate details
35 relative to the test procedures and startups.
36

37 Accompany OWNER and visiting inspectors representing public or
38 other agencies having jurisdiction over the Project, record the
39 results of these inspections and report to ENGINEER.
40

41 Interpretation of Contract Documents:
42

43 Transmit to CONTRACTOR clarification and interpretation of the
44 Contract Documents as issued by ENGINEER.
45

46 Modifications:
47

48 Consider and evaluate CONTRACTOR's suggestions for modifications
49 in Drawings or Specifications and report with RPR'S
50 recommendations to ENGINEER.
51

52 Records:
53

54 Maintain at the job site orderly files for correspondence,
55 reports of job conferences, Shop Drawings and samples,
56
57

58 EXHIBIT "A"
59
60

01
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04 reproductions of original Contract Documents including all
05 addenda, change orders, field orders, additional Drawings issued
06 subsequent to the execution of the Contract, ENGINEER's
07 clarifications and interpretations of the Contract Documents,
08 progress reports and other Project-related documents.
09

10 Keep a diary or log book, recording hours on the job site,
11 weather conditions, data relative to questions of field orders,
12 change orders or changed conditions, list of principal job site
13 visitors, daily activities, decisions, observations in general
14 and specific observations in more detail as in the case of
15 observing test procedures. Send copies to ENGINEER.
16

17 Record names, addresses and telephone numbers of all
18 CONTRACTORS, subcontractors and major suppliers of equipment and
19 materials.
20

21 Advise ENGINEER whenever CONTRACTOR is not maintaining an
22 up-to-date copy of Record Drawings at the site.
23

24 Reports:

25
26 Furnish ENGINEER periodic reports as required of progress of the
27 Work and of CONTRACTOR's compliance with the progress schedule,
28 and schedule of Shop Drawing and sample submittals.
29

30 Consult with ENGINEER in advance of scheduled major tests,
31 inspections or start of important phases of the Work.
32

33 Report immediately to ENGINEER and OWNER upon occurrence of any
34 accident.
35

36 Payment Requisitions:

37
38 Review Applications for Payment with CONTRACTOR for compliance
39 with the established procedure for their submission and forward
40 with recommendations to ENGINEER, noting particularly the
41 relationship of the payment to the schedule of values, Work
42 completed and materials and equipment delivered at the site but
43 not incorporated in the Work.
44

45 Certificates, Maintenance and Operation Manuals:

46
47 During the course of the Work, verify that certificates,
48 maintenance and operation manuals and other data required to be
49 assembled and furnished by CONTRACTOR are applicable to the
50 items actually installed and in accordance with the Contract
51 Documents; and have this material delivered to ENGINEER for
52 review and forwarding to OWNER prior to final payment for the
53 Work.
54

APR
MAY
JUN

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04 Completion:
05

06 Before ENGINEER issues a Certificate of Substantial Completion,
07 submit to CONTRACTOR a list of observed items requiring
08 completion or correction.
09

10 Conduct final inspection in the company of ENGINEER, OWNER and
11 CONTRACTOR and prepare a final list of items to be completed or
12 corrected.
13

14 Observe that all items on final list have been completed or
15 corrected and make recommendations to ENGINEER concerning
16 acceptance.
17

18 Limitations of Authority
19

20 Except upon written instruction of ENGINEER, Resident Project
21 Representative:
22

23 Shall not authorize any deviation from the Contract Documents or
24 substitution of materials or equipment.
25

26 Shall not exceed limitations of ENGINEER'S authority as set
27 forth in the Agreement or the Contract Documents.
28

29 Shall not undertake any of the responsibilities of CONTRACTOR,
30 subcontractors or CONTRACTOR's superintendent.
31

32 Shall not advise on, issue directions relative to or assume
33 control over any aspect of the means, methods, techniques,
34 sequences or procedures of construction unless such advice or
35 directions are specifically required by the Contract Documents.
36

37 Shall not advise on, issue directions regarding or assume
38 control over safety precautions and programs in connection with
39 the Work.
40

41 Shall not authorize the OWNER to occupy the Project in whole or
42 in part.
43

44 Shall not participate in specialized field or laboratory tests
45 or inspections conducted by others.
46

47 Shall not assist CONTRACTOR in maintaining up-to-date copy of
48 Record Drawings.
49

50
51 (End of Exhibit A)
52
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59 EXHIBIT "A"
60

APR
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MAYOR & COUNCIL MEETING
MONDAY, APRIL 9, 1990
7:30 P.M.

A G E N D A

Meeting called to order.
Silent Prayer and Pledge to the Flag.
Reading of past minutes.
Swear in Melinda Petruzzi to the Clean & Beautiful Committee

Committee Reports

- A) Planning & Zoning Board
- B) Recreation Board
- C) Clean & Beautiful Committee
- D) Budget & Finance
- E) Betterment Committee

Old Business

- A) Policy on grandfathering current signs that are now illegal (Memo)
- B) Drainage - Mike Jones
- C) Resolution for Membership with Georgia Interlocal Risk Management

New Business

- A) ARC - Ultra-Low-Flow Plumbing Fixture
(Review)
- B) Ricky Thompson requests for sewer tap
- C) GMA District Meeting

City Manager's Report

- A) Report from Gwinnett County D.O.T.
- B) Purchase of Van for Prison Crew
- C) Thank You from Trish Talbot

Director of Golf Report

- A) Update on golf course

City Clerk's Report

- A) Purchase of fire proof filing cabinets

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, APRIL 9, 1990
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, April 6, 1990.

In attendance: Mayor George Haggard, and Councilmembers Bobbie Queen, Bobby Fowler, Thomas Morris, Dave Hawthorne and Reuben Davis.

Meeting called to order at 7:37 p.m.

Mayor Haggard asks Hubert Hosch to give the invocation. Pledge to the flag led by Councilmember Hawthorne.

Mayor Haggard swears Melinda Petruzzi in to serve on the Clean & Beautiful Committee.

Minutes

Councilmember Queen moves to approve the minutes as written. Second to the motion by Councilmember Fowler. Vote unanimous.

Planning & Zoning Board

Nothing to report.

Recreation Board

Councilmember Queen reports that the softball leagues have started up. Also, the Recreation Board is working with the Festival Committee for the Sugar Hill Festival on May 5, 1990.

Clean & Beautiful Committee

Councilmember Queen states that the Clean & Beautiful Committee is also working with the Festival Committee for the festival. Mrs. Queen reports that the beauty pageants, held last Saturday night, were a success.

Budget & Finance

Councilmember Hawthorne states that at the end of the 1st quarter of the year, the general fund was in a positive state, as well as the sanitation, gas and water funds. The sewer fund and street and bridge funds were in a negative balance. Mr. Hawthorne states that the city overall is in a favorable position which is needed to carry us through the summer months. We are right on target for this time of year.

Betterment Committee

Councilmember Hawthorne states that the Betterment Committee will have materials for the council to review and take action at the next council meeting.

Sign Ordinance

City Manager Kathy Williamson states that a policy needs to be adopted since the new sign ordinance was approved, allowing businesses a certain amount of time to remove portable signs or else erect a permanent sign. Mrs. Williamson recommends the time period be set for 12 months. Councilmember Hawthorne states that portable signs have been allowed with the previous sign ordinance due to vague language. Councilmember Hawthorne moves to notify the businesses that are in violation that they have 12 months to either take down the portable signs or make them permanent. Second to the motion by Councilmember Queen. Vote unanimous.

Drainage - Mike Jones

Mr. Mike Jones states that he would like the council to reconsider their decision and to repair his drainage problem. Mr. Jones states that the minutes from the March council meeting states that the motion died for lack of a second, therefore, there was no action taken. Mr. Jones states that the minutes from the January council meeting indicates that the problem would be resolved in the spring when the weather was more suitable. Councilmember Hawthorne states that the minutes from the January council meeting states that the drainage problem is the city's responsibility IF the city has been maintaining the drainage lines all along. Mr. Hawthorne states that the county is having the same problem. Mr. Hawthorne states that it would cause a major financial burden on the city to finance this situation because other similar situations will occur as well. Mr. Jones states that he understands Mr. Hawthorne's comments, however, he states that the city allowed a dwelling be built behind him. Councilmember Queen asks Mr. Jones if he had any similar problems when he first purchased the house. Mr. Jones states no. Mr. Jones states that three other houses nearby have experienced the same problem as he, but he is speaking only for himself. Councilmember Queen states that the county made the inspections on the drainage lines when they were installed because the city did not have an inspection department at that time. Mrs. Queen also stresses that when that subdivision was built, there were no regulations to go by. Mr. Jones states that there is also a gas line across the road from his property which was installed improperly and is causing even more drainage problems. Mr. Jones suggest that the city re-route the drainage line. City Manager Kathy Williamson states that she will look into this route and report back to the council. Councilmember Hawthorne asks Mrs. Williamson if she has figures on how much it would cost to do this. Mrs. Williamson states no, however, she can get the figures together for the next council meeting. Mrs. Williamson states that the city will repair the problem with the gas line installed improperly. Mr. Jones states that he does not wish to put a financial burden on the city, however, he cannot afford to repair it himself because it can become very expensive. Mr. Jones feels it would be in the best interest of everyone to re-route the lines. Mayor Haggard asks Mr. Jones if it is agreeable to him for the city manager to get together these figures and report back to the council. Mr. Jones states yes. Matter tabled until the next council meeting.

Resolution for Insurance

City Manager Kathy Williamson states that the council needs to authorize the Mayor to sign the resolution authorizing membership in the Georgia Interlock Risk Management Agency. Councilmember Hawthorne moves to authorize the Mayor to sign this resolution. Second to the motion by Councilmember Morris. Vote unanimous.

ARC - Ultra Low Flow Plumbing Fixtures

City Manager Kathy Williamson states that this matter is only for the council's review. The Atlanta Regional Commission, in their efforts to conserve water, wants all municipalities to adopt this model ordinance which would require smaller plumbing fixtures in new homes. Councilmember Hawthorne states that he feels the council should consider this matter seriously and have the city attorney review the ordinance before it is adopted.

Ricky Thompson - Request for Sewer Tap

City Manager Kathy Williamson states that Mr. Ricky Thompson wants to build a house on Line Street which borders our city limits. However, the property is actually within the city limits of Buford. The City of Buford does not service sewer at this location and has written a letter to the us that they will issue a building permit for this lot if the City of Sugar Hill will serve him with sewer. There is a manhole right in front of the property which belongs to the City of Sugar Hill. Councilmember Hawthorne moves to deny the request due to a set precedent. Second to the motion by Councilmember Morris. Vote unanimous.

GMA District Meeting

City Manager Kathy Williamson states that the city needs to be represented at the GMA District Meeting on Wednesday, May 23, 1990 at the Holiday Inn Northlake. Mayor Haggard asks anyone wishing to attend to notify the city clerk by 10:00 a.m. in the morning.

Report from D.O.T.

City Manager Kathy Williamson states that Bob Manning, Gwinnett Co. D.O.T., came out last Thursday to see the intersection of Church Street, Level Creek Road and Ellis Street. Mr. Manning has not yet sent an official letter, however, he feels a 4-way stop at this location is not necessary. They plan to replace existing stop signs with larger ones, install dangerous intersection signs, and place reflectors in the road. Councilmember Queen states that the county only makes recommendations to the city and that we can still install a 4-way stop at the location if the council wants. Councilmember Hawthorne moves to allow the county to make these modifications first and wait to see how effective they are, then the city may install a 4-way stop. Second to the motion by Councilmember Morris. Vote unanimous.

Purchase of Van for Prison Crew

City Manager Kathy Williamson asks for \$1,000 to purchase a van for the prison detail to transport them back and forth to the prison. She states that the cost to operate and maintain the bus is outrageous and is not cost effective when they have to drive it back and forth to the prison. Mrs. Williamson states that the guard can use a hand held radio whenever they are on the van. Councilmember Queen moves to authorize the city manager \$1,000 to locate a van for the prison crew. Second to the motion by Councilmember Hawthorne. Vote unanimous.

Thank You from Trish Talbot

City Manager Kathy Williamson states that Ms. Talbot is thankful to the council for their help with the sanitation rates for multi-family dwellings. Refer to copy of the letter from Ms. Talbot.

Update on Golf Course

Director of Golf Bob Boltz reports to the council on the status of the golf course construction. Refer to his letter. Mr. Boltz explains each topic in the letter. Councilmember Hawthorne asks Mr. Boltz if it is important for the grass to be growing on the golf course in the fall. Mr. Boltz states that yes, it is very important.

MAYOR & COUNCIL MEETING
MONDAY, APRIL 9, 1990
MINUTES, CONT'D.
PAGE 4

Request to Purchase Fire Proof File Cabinets

City Clerk Judy Foster asks the council to allow her to purchase 2 more fire proof file cabinets for the office. All city records should be kept in fire proof file cabinets. Mrs. Foster recommends the council go with the low bid from Office Furniture Depot. The cost for two fire proof file cabinets would be \$1,680, which includes delivery. Councilmember Hawthorne moves to authorize the city clerk to purchase 2 fire proof file cabinets from Office Furniture Depot, with the exception that the city employees pick them up and not have them delivered. Second to the motion by Councilmember Morris. Vote unanimous.

Adjournment

Councilmember Hawthorne moves to recess into a closed personnel meeting. Second to the motion by Councilmember Morris. Vote unanimous.

Meeting recessed at 8:40 p.m.

Council meeting reconvened at 9:40 p.m.

Councilmember Hawthorne moves to adjourn the council meeting. Second to the motion by Councilmember Morris. Vote unanimous.

Meeting adjourned at 9:40 p.m.

Judy D. Foster

MAY
JUN

OATH OF OFFICE
CITY OF SUGAR HILL

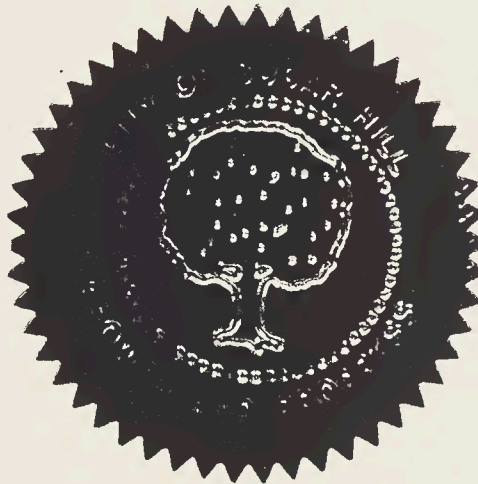
"I, Melinda Petruzzi, do solemnly swear or affirm that I will support the Constitution of the United States, the Constitution of the State of Georgia, and the Charter and Ordinances of the City of Sugar Hill; and that I will, to the best of my ability, faithfully perform the duties of the Clean & Beautiful Committee during my continuance therein, so help me God."

Melinda V. Petruzzi
Melinda Petruzzi

Rudy Foster
Attest

George Haggard
Mayor George Haggard

Date: 4/9/90



MEMO

TO: THE MAYOR & COUNCIL
FROM: THE CITY MANAGER
SUBJECT: POLICY FOR SIGNS

A POLICY NEEDS TO BE ADOPTED FOR THE GRANDFATHERING OF THE NOW PRESENT SIGNS THAT ARE ILLEGAL. THESE SIGNS FOR EXAMPLE ARE THE PORTABLE SIGNS, THAT ARE NOW EXISTENT WITHIN THE CITY LIMITS. THE SIGN ORDINANCE PASSED IN 1985 GAVE AN 8 YEAR GRANDFATHER POLICY. MY RECOMMENDATION FOR THE NOW ILLEGAL SIGNS GRANDFATHER POLICY IS 12 MONTHS.

MAY

JUN

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes municipalities to execute intergovernmental contracts to form and become members of an interlocal risk management agency for the purpose of sharing liability, motor vehicle and property damage risks in whole or in part with those of other municipalities; and,

WHEREAS, municipalities within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a municipality to pay; and,

WHEREAS, municipalities in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia municipalities do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, the Georgia Municipal Association has studied the possibility of creating an intergovernmental risk management agency so that Georgia municipalities may self-insure their risks and has concluded that such an agency is economically feasible; and,

WHEREAS, the City of Sugar Hill is desirous of becoming a member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the City of Sugar Hill has reviewed the intergovernmental contract and the bylaws of GIRMA and find that the goals of GIRMA and the obligations imposed upon this municipality are in accordance with the philosophy and public policy objectives of this community; and,

WHEREAS, the governing authority of the City of Sugar Hill finds that it is in the best interest of its citizens to become a member of GIRMA,

NOW, THEREFORE BE IT RESOLVED by the mayor and council of the City of Sugar Hill, Georgia:

SECTION 1: That the (insert title of chief administrative officer) of the City of Sugar Hill is authorized to execute on behalf of the City the intergovernmental contract to become a member of GIRMA. A copy of the contract and the bylaws of GIRMA are attached to and made a part of this resolution as Appendix 1.

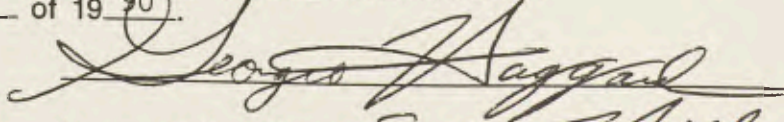
SECTION 2: The powers of GIRMA, unless the contract and bylaws are amended, shall be limited to those contained in the documents attached as Appendix 1, those authorized by Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

SECTION 3: The commencement of operations and the continuing operations of GIRMA and the obligation of this municipality to fully participate in such operations shall be effectuated in accordance with the contract and bylaws.

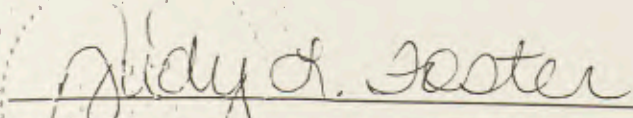
SECTION 4: The (insert title of designated person) is designated as the City's representative to GIRMA. The City may change its representative by informing GIRMA of the change in writing.

SECTION 5: This resolution shall be effective upon its passage and approval.

Adopted this 9th day of April of 19 90.


Mayor of the City of Sugar Hill

ATTEST:

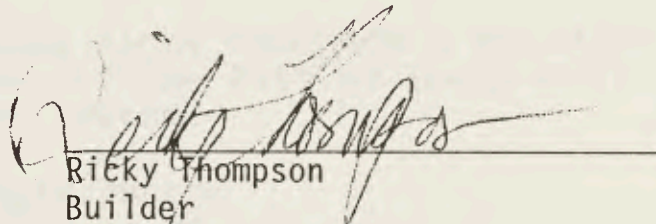

Clerk of the City of Sugar Hill

(Imprint City Seal)

April 4, 1990

TO: CITY OF SUGAR HILL

The purpose of this letter is to request a sewer tap at 192
Line Street, Buford, Georgia for a new construction.


Ricky Thompson
Builder

Ricky Thompson
4851 Bill Cheek Road
Auburn, Georgia

945-8750

MAY

JUN

EARLEY BIFFLE
City Manager

GUERRY GARRETT
Assistant City Manager

JUDY MARTIN
City Clerk

City of Buford
95 SCOTT STREET
BUFORD, GEORGIA 30518
(404) 945-6761
FAX # 404-945-0409

WILLIAM R. WILEY
Chairman Commissioners

PHILLIP BEARD
Vice Chairman Commissioners

THOMAS P. HUGHES
Commissioner

April 9, 1990

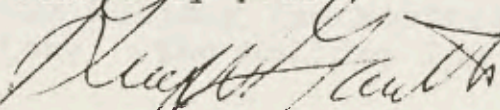
City of Sugar Hill
234 Broad Street
Buford, Georgia 30518

RE: 192 Line Street

Dear Gentlemen,

The City of Buford will issue Ricky Thompson a building permit for the lot on Line Street if the City of Sugar Hill allows him to tie onto the sewer system.

Sincerely yours,



Guerry W. Garrett
Assistant City Manager

GWG/kjc

MAY

JUN



**GEORGIA
MUNICIPAL
ASSOCIATION**

201 Pryor Street, SW • Atlanta, Georgia 30303 • 404/688-0472 • FAX: 404/577-6663

March 30, 1990

M E M O R A N D U M

TO : All GMA Fourth District City Officials
c/o Mayors, City Managers and City Clerks

FROM: Ernest Carroll, Councilmember, Clarkston
President, GMA Fourth District

RE : District Meeting and Gubernatorial Candidates Forum

What do Roy Barnes, Greely Ellis, Johnny Isakson, Bubba McDonald, Lester Maddox, Zell Miller and Andrew Young have in common? Besides running for Governor, they've all been invited and are expected to attend your district meeting on Wednesday, May 23, 1990 at the Holiday Inn Northlake (formerly the Northlake Hilton). The Holiday Inn is located at I-285 and LaVista Road.

This year we are combining our meeting with the GMA fifth district in order that we may sponsor a forum for the candidates for Governor. The demand on the candidates' schedules dictated a combination of the districts for this year only.

There will be an \$18.00 registration fee per attendee (including spouses). You are urged to invite (and pay for) your legislator(s) to attend and you may want to invite them to ride to the meeting with you. Also, please feel free to invite your county commissioners to attend with you.

Prior to the forum and dinner, the 4th district will caucus to elect our district officers for 1990-91. The President and First Vice President of the district will serve on the GMA Board of Directors.

The issues the candidates will be discussing are the seven issues identified by the special GMA Elections '90 Task Force. These issues are being highlighted individually in GMA's publication, Georgia's Cities. The first issue ran in the February 28th issue and are running until all have been featured.

OFFICERS

Lace Futch
President
Mayor, Willacoochee

James Neal
First Vice President
Commissioner, Toccoa

Tracy P. Stallings
Second Vice President
Mayor, Carrollton

Ed Cannington, Jr.
Third Vice President
Mayor, Lumpkin

Frank Sherrill
Immediate Past President
Mayor, Social Circle

James V. Burgess, Jr.
Executive Director

**BOARD OF
DIRECTORS**

Past Presidents:

Ira Jackson, Councilmember, Atlanta • **Bill Reynolds**, Mayor, Bainbridge • **Bob Knox, Jr.**, Mayor, Thomson • **Gerald Thompson**, Mayor, Fitzgerald • **John Rousakis**, Mayor, Savannah

District Board:

James W. Buckley, Mayor, Swainsboro • **Keith Dixon**, Mayor, Kingsland • **Len Powell**, Mayor Pro Tem, Thomasville • **Henry Mathis**, Mayor Pro Tem, Albany • **Glenn Robertson**, Councilmember, LaGrange • **Charles E. Kersey**, Mayor, Thomaston • **Ernest Carroll**, Councilmember, Clarkston • **Patricia Wheeler**, Mayor Pro Tem, Stone Mountain • **Olen Gunnin**, Councilmember, East Point • **Joyce Ayers**, Mayor, Mountain Park • **Fred Brown**, Mayor, Peachtree City • **Matt Simmons**, Mayor, Forest Park • **Phil Cavin**, Councilmember, Summerville • **Napoleon Fielder**, Chairman Pro Tem, Rome • **Barnie O'Quinn**, Mayor Pro Tem, Hazlehurst • **Jimmy Rainwater**, Mayor, Valdosta • **Evelyn Chambers**, Mayor, Woodstock • **Linda Townley**, Mayor, Dawsonville • **Mickey Palmer**, Mayor, Elberton • **Mary Hull Marks**, Councilmember, Augusta • **Frank Radford**, Mayor, Soperton • **Ken Vance**, Councilmember, Milledgeville

Directors At-Large:

Joan H. Saliba, Mayor, Hartwell • **Luther Conyers**, Mayor Pro Tem, Bainbridge • **James "Buddy" Marlow**, Mayor, Lincolnton • **Romeo Griffin**, Commissioner, Cordele • **Jane Pruett**, Councilmember, Roswell • **John Meadows**, Mayor, Calhoun • **Jay Shaw**, Mayor, Lakeland

Section Presidents:

Jim Elliott, City Attorney, Warner Robins • **Charles Howell**, Chief Administrative Officer, Macon • **Emily Shaw**, City Clerk, Cedartown

RMEBS Chairman:

Jim Calvin, City Manager, Toccoa

The purpose of our district meeting this year is to talk with the candidates for Governor and to find out how they stand on the issues confronting city officials.

The schedule for the meeting will be:

Registration	5:00 - 6:00 PM
Reception	5:00 - 6:30 PM
4th District Caucus	6:30 - 6:45 PM
Dinner	6:45 - 7:30 PM
Candidates Forum	7:30 - 9:30 PM

Please return the enclosed form with an \$18.00 registration fee per person to GMA.

Thank you.

EC/cf

cc: Mayor Lace Futch, GMA President
Councilmember George Baldesare, Clarkston; President,
DeKalb Municipal Association
Councilmember Tom Mitchell, Suwanee; President,
Gwinnett Municipal Association
Mr. James V. Burgess, Jr., Executive Director
GMA Fourth District Officers

GMA FOURTH DISTRICT MEETING
MAY 23, 1990
HOLIDAY INN NORTHLAKE

Please register the following:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____

City: _____

Number of Registrants _____ X \$18.00 = _____

Make check payable to GMA District Meeting and return form and check to:

Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Attention: GMA District Meeting

MAY
JUN

CITY OF SUGAR HILL

Mayor

April 3, 1990

To: Cathy Williamson

Dear Cathy,

I just wanted to say
"Thank-You" again for the
change in our sanitation fee.
Please relay my message to
the Mayor and members of
our City Council.

Sincerely,
Jish Lalbot

MAY

JUN

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



Mayor and City Council Meeting

Monday, April 9, 1990

DIRECTOR OF GOLF REPORT

I am pleased to give you the following progress report on the Sugar Hills Golf Course:

Rain has been a factor since the beginning of construction. As of today, we are very close to our original target dates.

Approximately 200,000 yards of the estimated 700,000 yards of soil have been moved.

80% of the clearing and grubbing is complete.

4-1/2 holes are graded and shaped.

No. 1 Dam is near completion.

Club Drive has been graded, the Clubhouse and parking area has been cleared.

We are now beginning plans for clubhouse and maintenance buildings.

Mr. Willard Byrd, Golf Course Architect, has visited the site twice in the last three weeks and is very pleased with the progress and the ability of the contractors to produce his visions.

In summary, as the golf course begins to take shape and definition, with my 20 years experience in golf, having played many of the finest courses in the country, I truly feel Sugar Hills Golf Course will be one of national recognition.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Bob Boltz", is written over the typed name.

Bob Boltz
Director of Golf

Compliments Of:
called everyone
3/20/90
 mcgregor
printing
corporation
THE COMPUTER PAPER PEOPLE

page 110
#977.24 Victor

~~309/16~~
4 drawer
legal
Five pack

Five King 30" deep
4 drawer - legal size

Born Printing -

Buford Office Supply -
Schwab \$859 + \$50 delivery =
\$909/ea.

Office Furniture Depot -

Office Depot -
Fire Safe \$1604/ea.

MAY
JUN



Journal

MAY

JUN

IRRIGATION MEETING
THURSDAY, APRIL 12, 1990
11:00 A.M.

MINUTES

In attendance: Director of Golf Bob Boltz, City Engineer Jim Stanley, Dan Richards of Keck & Wood, Bob Scott of Irrigation Consultant Services Inc., Wayne Goodwin, Bill Beckley and Bruce Funnell of Lawn & Turf, Inc., John Lawrence and Phil Busman of Turf Care Products Inc.

City Engineer Jim Stanley states that he understands this meeting was called because there are some doubts about why certain routes have been taken. Mr. Stanley states that there is alot more involved with this irrigation system than an irrigation system for a regular golf course since wastewater is involved with this project. Mr. Stanley states that Rainbird and Toro are the top people to deal with in the detailing of the plans and specs. Dan Richards has met with representatives from Rainbird and Toro and has incorporated their comments into the plans and he has received input from other irrigation consultants as well. Mr. Stanley states that the plans are at E.P.D. now and he doesn't want to have to make revisions to the plans which would require they go back to E.P.D. Bob Scott states that with the evaluation he has made, there are no changes which would require this to happen. Mr. Scott states that he has some questions about the control systems not being well defined in the specs. Mr. Scott explains that one bidder may define the specs to say one thing and another bidder define it as something different because there are some variables there. Bob Boltz states he would like Bob Scott and Dan Richards to go over the plans and specs together. Mr. Stanley states that he would like to have an experienced golf course irrigation contractor to install the system. Therefore, he will require bonds to help weed out those who are not eligible. Mr. Stanley states that since this money is not federal money, we do not have to have open bids, therefore, we have more control over the project. He states we can send invitations for bid to only those we want to bid on the project. Bob Scott and Dan Richards discusses some detail of the plans. Mr. Richards states that Mr. Scott does not have a complete set of the specs. Bob Scott states that these came directly from the city and he assumed they would have a up to date document. Mr. Richards states that there were alot of last minute detail completed with the specs before they went to E.P.D. Bob Boltz states that everyone needs a set of these updated specs. Mr. Richards states that he will have them ready by tomorrow for anyone to come by and pick them up. Mr. Richards feels that there will be alot less editing needed than Mr. Scott thinks. Mr. Richards states that he is open to any suggestions. Again, Mr. Stanley expresses that he does not want to have to go back to E.P.D. with modifications. Phil Busman asks Mr. Stanley why 2 pumping stations are needed. Mr. Stanley states that since this is a wastewater treatment project, E.P.D. requires that we store 16 million gallons of water. Therefore, we have to have a pump to pump the affluent to a pond and another pump to pump the affluent back out of the pond. The meeting is concluded with the understanding that everyone will receive the current specs and review them. Then Bob Scott and Dan Richards will meet again to go over the specs and plans in detail.

Meeting adjourned at 12:00 p.m.

Judy H. Foster

MAY

JUN

EMERGENCY CALLED COUNCIL MEETING
WEDNESDAY, APRIL 18, 1990
7:30 P.M.

MINUTES

This emergency meeting was called because the city was notified today of potential legal action that needed immediate attention, within 24 hours.

In attendance: Mayor George Haggard, Councilmembers Bobbie Queen, Bobby Fowler, Thomas Morris and Dave Hawthorne, Director of Golf Bob Boltz, City Attorney Lee Thompson, City Engineer Jim Stanley, and City Manager Kathy Williamson.

Meeting called to order at 7:35 p.m.

Councilmember Hawthorne moves to close the meeting to discuss potential litigation with the city attorney in an executive session. Second to the motion by Councilmember Queen. Vote unanimous.

Discussion was held concerning Mr. Leonard Ledbetter of E.P.D. signing the Land Application System permit for the sewer treatment plant construction. Councilmember Queen moves to instruct Mr. Ledbetter to continue with the permitting process. Second to the motion by Councilmember Hawthorne. Vote unanimous.

Councilmember Hawthorne moves to adjourn the meeting. Second to the motion by Councilmember Morris. Vote unanimous

Meeting adjourned at 8:40 p.m.

Judy L. Foster

MAY

JUN

MAYOR & COUNCIL MEETING
MONDAY, MAY 14, 1990
7:30 P.M.

A G E N D A

Meeting called to order.
Silent Prayer and Pledge to the Flag.
Reading of past minutes.
Presentations
Odyssey of the Mind

Committee Reports

- A) Planning & Zoning Board - Amendment to Zoning Ordinance
- B) Recreation Board
- C) Clean & Beautiful Committee
- D) Budget & Finance
- E) Betterment Committee - Judy Chapman

Old Business

- A) Drainage - Mike Jones
- B) Ultra-Low-Flow Plumbing Fixture Model Ordinance

New Business

- A) Utility Deposits - Quad Mold & Tool Inc.
- B) Gwinnett County Time Capsule Project
- C) Elect Voting Delegate - Municipal Gas Authority

City Manager's Report

- A) Commercial Building Permits

Director of Golf's Report

- A) Update on Golf Course
- B) Evaluation Report on Irrigation System

City Clerk's Report

Council Reports

Citizen's Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, MAY 14, 1990
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, May 11, 1990.

In attendance: Mayor George Haggard, and Councilmembers Bobbie Queen, Bobby Fowler, Thomas Morris and Reuben Davis.

Meeting called to order at 7:40 p.m.

Mayor Haggard asks Mr. Hubert Hosch to give the invocation. Pledge to the flag led by Mayor Haggard.

Minutes

Councilmember Morris moves to approve the minutes from last month's council meetings. Second to the motion by Councilmember Queen. Vote unanimous.

Agenda Amendment

Councilmember Queen moves to amend the agenda to include Mr. Tom Moreland as the first item under new business. Second to the motion by Councilmember Fowler. Vote unanimous.

Presentations

City Manager Kathy Williamson thanks the Mayor and City Council, on behalf of the city employees, for all their support financially in order for the city employees to have the equipment and personnel required to do their jobs. Mrs. Williamson then presents a certificate of appreciation to each one of them. Mrs. Williamson also thanks the department heads of the city (Bob Boltz, Judy Foster, Danny Hughes, Billy Hutchins, Steve Kennedy and Donna Zinskie) and presents them with a certificate of appreciation as well.

Planning & Zoning Board

City Manager Kathy Williamson reads the minutes from the P&Z Board meeting and the Appeals Board meeting for April. Mrs. Williamson states that the council needs to review her memo concerning changing the city's present HM zoning classification to HM-1 and HM-2 due to a new state law passed this year. Mrs. Williamson states that the P&Z Board needs to review the law first and make a recommendation to the Mayor and City Council at the next council meeting.

Recreation Board

Councilmember Queen reports that the Sugar Hill Festival on Saturday, May 5th was a great success. Mrs. Queen thanks Mrs. Williamson for organizing the festival and she also thanks all the city employees that volunteered the day of the festival. Councilmember Queen moves to appoint Sandy Gum to serve on the Recreation Board. Second to the motion by Councilmember Fowler. Vote unanimous.

Clean & Beautiful Committee

Nothing to report.

Budget & Finance

City Manager Kathy Williamson states that the city is still in a favorable position as far as budgeted amounts are concerned.

Betterment Committee

City Manager Kathy Williamson states that the Chairman of the Betterment Committee, Judy Chapman, has resigned from the committee due to her job. Speaking on behalf of the committee is Barbara Hoover. Ms. Hoover asks the council for their permission to send out the questionnaire survey which will cost approximately \$450.00 for the printing and \$1,300.00 for postage. The questionnaire's will be sent along with a stamped, self-addressed envelope for the convenience of the respondents. Councilmember Queen reports that she has been to several of their meetings and they have worked very hard on this project. Therefore,

Councilmember Queen moves to grant the monies needed to the Betterment Committee for this project. Second to the motion by Councilmember Morris. Vote unanimous. Mayor Haggard asks that something about registering to vote be put in the survey as well.

Drainage - Mike Jones

City Manager Kathy Williamson states that she and the building inspector reviewed the suggestion of Mr. Jones and has found that it is a possible solution. The cost would be \$250.00 plus 2 days of labor. Councilmember Fowler moves to correct Mr. Jones drainage problem at a cost of \$250.00 plus 2 days of labor. Second to the motion by Councilmember Morris. Vote unanimous. Mrs. Williamson states that the utility department will begin as soon as we have had 3 or 4 days of dry weather.

Ultra-Low-Flow Plumbing Fixture - Model Ordinance

City Manager Kathy Williamson states that Mr. Hawthorne is in the process of reviewing this ordinance and will report at the next council meeting. In the meantime, she will have the city attorney review this. Matter tabled until next month.

Mr. Tom Moreland

Mr. Moreland states that George Dillard is present to speak in his behalf. Mr. George Dillard of Dillard, Westmoreland and Wilson, thanks the Mayor and Council for allowing them to come and state their claim. Mr. Dillard wrote the Mayor & City Council a letter, dated May 1, 1990, (see attached letter) which sets forth some of the legal claims Mr. Moreland would have due to the construction of the proposed sewer treatment facility that would result in the damaging and taking of his property without just and adequate compensation. Mr. Dillard states that he received a letter from the city's attorney requesting them to be present tonight to present their claim. Mr. Dillard states that he also has a copy of the letter from the city, addressed to Mr. Moreland, dated February 28, 1990, (see attached) which outlines why some changes cannot be made to the design of the sewer treatment plant. Mr. Dillard states that progress is a great thing and it is necessary. However, this project cannot be done without giving just and adequate compensation to those property owners who may be damaged by it. Mr. Dillard states that it is Mr. Moreland's position that the placement of the sewer treatment plant so near to Mr. Moreland's property would make it virtually useless except for pastureland. Mr. Dillard states that Mr. Moreland made the purchase contemplating certain development for the property. Mr. Dillard states that if the project continues, it will result in damages of approximately half a million dollars. Mr. Moreland would like to work with the Mayor and Council and the City Engineer to see if there is any way this damage can be eliminated or lessened. Mr. Moreland states that he has met with the council before asking them to relocate the sewer treatment plant away from Suwanee Dam Road and away from his property. Mr. Moreland feels that he is severely damaged. Mr. Moreland states that Gwinnett County is doing a study with a national consultant to evaluate the current and future needs of the county and cities in the county. Mr. Moreland states that the study should be completed by next year. Mr. Moreland states that the City of Sugar Hill does not have an emergency situation with their sewerage capacity. He states that the city has an entitlement of 600,000 gallons of sewer capacity with the City of Buford and are only using 280,000 gallons of sewer capacity per day now, which means the city has sewerage capacity available. Mr. Moreland feels the proposed site of the sewer treatment plant is in a sensitive area, environmentally, since it is so close to the Chattahoochee River. Mr. Moreland states that the city is taking a great

risk for the future malfunction of the plant and for future liability to the city and he does not understand why the city cannot wait until the study is completed by the county to see what the overall plan is. Mr. Moreland states that the city has already invested 2.8 million dollars on the golf course and there is a study which shows that the golf course would generate nearly half a million dollars a year which would pay for itself in 6 years. Mr. Moreland states that he has no problem with the golf course at all and he would make to claim for damages because of the golf course. Mr. Moreland respectfully asks the council to halt the construction of the sewer treatment plant until the study is completed by the county. Mr. Moreland states that he has planned for his property to be a family enclave for him and his children and a few other select people. His family is very involved with horses and would like to have a horse training, showing, pasturing and riding area, a training facility for horses and a show ring for competitive meets for which he has already built a barn and improved the pasture. There are 8 building lots available and 2 homes have already been designed. He would also like to have a retail outlet selling horse trade materials. Mr. Moreland states that he has already spent a considerable amount of money towards this use of the land. Mr. Moreland states that if the city proceeds with the sewer treatment plant, he cannot proceed to use the property as planned and he will just have a 60 acre cattle farm, which he has had before and would be okay. Mr. Moreland states that he has been in the Mayor & Council's position before, however, he never damaged anyone whenever there was a reasonable and feasible alternative. Mr. Moreland thinks the city should wait until the study is completed by the county, since there is no emergency sewer situation in the city at this time. Mr. Dillard states that the location of the sewer treatment facility is what is damaging to Mr. Moreland and he does not know if it can be relocated, however, the normal noise and odor from a sewer treatment plant is the greatest part of the damages. Mr. Moreland states that Mr. Nodvin, who owns property across from the golf course, is present and would like to speak. Mayor Haggard states that Mr. Nodvin will have to wait until citizens comments to speak since this matter was amended and added to the agenda. Mayor Haggard thanks Mr. Moreland and Mr. Dillard for coming tonight and he states that the city attorney will be given a copy of these minutes to review.

Odyssey of the Mind

Mayor Haggard presents the students involved in the Odyssey of the Mind program with a proclamation, proclaiming Wednesday, May 16, 1990, as Odyssey of the Mind Day for the Sugar Hill Elementary School. Refer to Proclamation. Gloria Davis explains to the Mayor and Council that this program is a creative problem solving competition. The students are Elizabeth Chandler, Cerra Strickland, Wesley Davis, Chris Brannon, Jessica Sudderth, Ryan Thompson and Jeremy Patterson. Mayor Haggard asks that all citizens and businesses in the area donate monies to this competition on the 16th. He states that they need \$4,600.00 in order to go on to the national competition in Iowa. The students have already won in the state competition. Mayor Haggard takes up a collection of \$261.00 from those present at the meeting on behalf of the students.

Utility Deposits - Quad Mold & Tool Inc.

Mr. Conley, president of the company, states that he does not feel it is fair for a business to have to put up that large a deposit and not receive any interest on it when it is returned. He suggests the council

either lower the amount of the deposit and hold it for a less amount of time or pay interest on the deposits. City Manager Kathy Williamson states that Councilmember Hawthorne is reviewing this matter as well. Matter tabled until next month.

Gwinnett County Time Capsule Project

City Manager Kathy Williamson explains that the county is going to bury a time capsule which will be open in the year 2040, and the City needs to have something to go into the capsule. Any suggestions should be brought to the city manager as soon as possible.

Voting Delegate for Municipal Gas Authority

City Manager Kathy Williamson states that Councilmember Hawthorne has been the voting delegate for the past 3 years and she the alternate voting delegate. Councilmember Morris states that there is no need for anyone to vote because the decisions have been made before the election anyway.

Commercial Building Permits

City Manager Kathy Williamson states that the Amherst Group wants a 12 month extension on their commercial building permits for Peachtree Industrial Park until they get a confirmation from the D.O.T. about the outer loop. Councilmember Queen moves to give Amherst their extension. Second to the motion by Councilmember Morris. Vote unanimous.

Update on Golf Course

Director of Golf Bob Boltz gives his report on the progress of the golf course. Refer to report.

Evaluation Report on Irrigation System

City Manager Kathy Williamson states that this is only for the council to review.

Council Reports

Councilmember Queen states that there is a drop off on Railroad Avenue and some gravel needs to be put there to secure it. City Manager Kathy Williamson states that she will take care of this matter.

Citizen's Comments

Mr. Joe Nodvin states that he owns a subdivision directly across from the golf course which consists of 51 lots. Mr. Nodvin states that he did not know the sewer treatment plant would be right at the road and he states that if this is so, it will be detrimental to the development of his subdivision. He also understood that there would be a buffer from the golf course to the road and he states that almost all the trees have been cut down. Mr. Nodvin asks if changes have been made with the plans. Mayor Haggard tells Mr. Nodvin to call the city manager and set up an appointment to come in to talk to her and review the plans.

Adjournment

Councilmember Morris moves to recess to a closed personnel meeting. Second to the motion by Councilmember Queen. Vote unanimous.

Meeting recessed at 8:45 p.m.

Council meeting called back to order at 9:45 p.m.

Councilmember Morris moves to adjourn the council meeting. Second to the motion by Councilmember Queen. Vote unanimous.

Meeting adjourned at 9:45 p.m.

Judy Foster


A P R O C L A M A T I O N

WHEREAS, the City of Sugar Hill, Georgia, recognizes the profound talent of the students at Sugar Hill Elementary School; and

WHEREAS, the City recognizes these students for qualifying, competing, and winning in the Odyssey of the Mind competition and representing this City with much pride; and

WHEREAS, the city also recognizes the coaches, teachers and parents for their encouragement and support of these students.

THEREFORE, I, George Haggard, Mayor of the City of Sugar Hill, Georgia, do hereby proclaim May 16, 1990, as Sugar Hill Elementary Odyssey of the Mind Day and ask all citizens and businesses within the City to give their support and donations to this project, to show that we encourage our youth to succeed in a positive competition.


Mayor George Haggard
City of Sugar Hill, Georgia

SEAL



WORLD FINALS

The Sugar Hill Seven Wonders Team will travel as the Georgia State Champions to Iowa State University for World Competition May 31 through June 2.

This will mean more hours of practice, perfecting, and brain-storming. It means hours of paperwork, plane tickets, room and board reservations, medical forms, stage props to be shipped to Iowa, and yes, even press release forms!

Sugar Hill will be competing against teams from 46 states and many other countries. The team will perform an eight minute stage presentation, written by the students, concerning the Seven Wonders of the World. They will also be given a problem to solve as a team which will be kept secret until they walk into a room with the judges. The team scoring the highest on these two problems will become the world champion.

PROJECTED EXPENSES WORLD FINALS

May 31, June 1, June 2

One team and 3 coaches

Shipment of Props	200.00	Contributions Needed
Airfare - \$210 per person =	2100.00	Paid by Sugar Hill School
Room & Board-\$170 per person =	1700.00	Contributions Needed
Ground Transportation in Iowa 2 vehicles @\$50/vehicle/day =	400.00	Contributions Needed
Miscellaneous \$20/person = (Unforeseen expenses)	200.00	Contributions Needed
TOTAL NEEDED:	\$4600.00	

STATE FINALS

On Friday, March 30, 1990 two Sugar Hill teams traveled to Warner Robins, Georgia. The students, coaches, and families spent a nervous night before the state finals at Northside High and Tabor Junior High. On the morning of March 31, there were only six or seven teams remaining in state competition in each problem area.

Recycle competed against Sky View Target Center, Mableton ; Musogee County, Columbus; McKendree Elementary, Lawrenceville; Austin Elementary, Dunwoody; Parkwood Elementary, Warner Robins; and Russell Elementary, Warner Robins.

Seven Wonders competed against Miller Elementary, Warner Robins; Windsor Forest Elementary, Savannah; Baker Elementary, Acworth; Suder Elementary, Jonesboro; and McKendree Elementary, Lawrenceville.

RESULTS FROM STATE FINALS:

RECYCLE:	3RD	PARKWOOD ELEMENTARY
	* 2ND	SUGAR HILL ELEMENTARY
	1ST	AUSTIN ELEMENTARY
SEVEN WONDERS:	3RD	MCKENDREE
	3RD	BAKER ELEMENTARY
	2ND	SUDER ELEMENTARY
	* 1ST	SUGAR HILL - STATE CHAMPS!

THE SEVEN WONDERS TEAM ALSO WON A HIGHLY COVETED RANATRA FUSCA AWARD FOR CREATIVITY.

OUR BANNER, DESIGNED BY JEREMY PATTERSON, PLACED 2ND IN STATE.

STATE FINALS
WARNER ROBINS, GEORGIA
MARCH 31, 1990

Room and Board, Mileage \$328.00 Paid by Sugar Hill School
Four Coaches

Room and Board

Two teams, 7 members per team
Two parents per team member

SEVEN WONDERS TEAM

Food \$420.00 Paid by Parents
Room \$225.00

RECYCLE TEAM

Food \$420.00 Paid by Parents
Room \$225.00

TOTAL STATE FINALS \$1618.00

JUN

NORTHERN REGIONAL

Sugar Hill Odyssey of the Mind teams began to prepare in January for the Northern Regional Competition to be held March 17, 1990 in Duluth, Georgia. It would be impossible to count the after school, evening, and weekend hours these four teams worked to prepare for the big event.

Sugar Hill entered the following long-term problems:

RECYCLE

Zack Smith
Jon Damren
Matthew Bishop
Jennifer Edwards
Melissa Flanders
Scott Jones
Emily Daniel

SEVEN WONDERS OF THE WORLD

Wesley Davis
Elizabeth Chandler
Chris Brannon
Jeremy Patterson
Jessica Sudderth
Ryan Thompson
Cerra Strickland

OMITRONIC HUMOR

Amanda Sutton
Matt Karaffa
Marshall Sutton
Matt Rollins
Desiree McKenzie
Michael Sutton
Josh King

STRUCTURES IN HARMONY

Justin Lowendick
Marj Bouchier
Derece Parker
Keith Curtis
Evan Wiley
Jamie LaNier

Sugar Hill also had an entry in the banner contest. The results were:

RECYCLE.....FIRST PLACE

SEVEN WONDERS...THIRD PLACE

BANNER.....SECOND PLACE

SCHOOL OF SUGAR HILL

NORTHERN REGIONALS - ON COSTS

Basic Membership - Spring 1989 \$ 90.00 Paid by Sugar Hill School

Northern Regionals
March 17, 1990
Duluth High School

Registration:

Four Sugar Hill Teams at \$35 each = 140.00 Paid by Sugar Hill School
and Gwinnett County Gifted
Program

Problem Solution Expenses:

Four Sugar Hill Teams at \$75 each = 300.00 Paid by Coaches & Parents

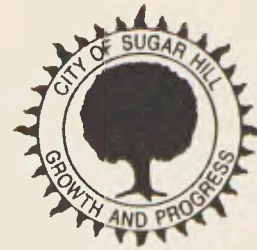
TOTAL NORTHERN REGIONALS \$530.00

JUN

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER
DATE: MAY 14, 1990
SUBJECT: AMENDMENT TO THE ZONING ORDINANCES

I have conferred with the city attorney concerning the reclassification of particular zoning definitions. Mr. Thompson has recommended that before the city makes these amendments, the P & Z Board needs to recommend to the council to change the zoning ordinance about posting properties, to comply with the new state law.

The new state law does not require municipalities to post all properties in a blanket zoning change.

MAY 11, 1990

TO WHOM IT MAY CONCERN:

BY THIS LETTER, I WISH TO INFORM THE CITY OF SUGAR HILL THAT I AM RESIGNING AS CHAIRMAN OF THE SUGAR HILL BETTERMENT COMMITTEE AND AS A MEMBER OF SAID COMMITTEE AS OF THIS DATE - MAY 11, 1990.

DUE TO THE CONSTRAINTS OF MY JOB, I NO LONGER FEEL THAT I CAN FILL THIS POSITION IN A MANNER BENEFICIAL TO THE CITY. I AM SURE THE COMMITTEE WILL BE ABLE TO ELECT A NEW CHAIRMAN (JONATHAN WRIGHT WOULD BE THE LIKELY CHOICE) AND CONTINUE TO FUNCTION.

I WILL NOT BE MAKING THE PRESENTATION BEFORE THE CITY COUNCIL ON MONDAY EVENING, MAY 14, 1990 IN REGARD TO THE PROPOSED SURVEY, ALTHOUGH I BELIEVE THE COMMITTEE STILL WISHES TO HAVE THIS PRESENTATION GO FORWARD. THE INDIVIDUAL WHO MAY KNOW ABOUT THIS IS BARBARA HOOVER.

PRICE QUOTES ON THE PRINTING OF OUR SURVEY IS ENCLOSED.

I DO NOT WISH TO BE INVOLVED WITH ANY ASPECTS OF THE SURVEY AND CONSIDER MY RESPONSIBILITY IN REGARD TO THIS DOCUMENT TO BE FULFILLED.

THANK YOU FOR THE OPPORTUNITY TO LEARN MORE ABOUT MY CITY.

SINCERELY,

Judy E. Chapman
JUDY E. CHAPMAN

P.S. Bar Printing has also been contacted, but apparently did not have bid prepared.

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER
DATE: MAY 14, 1990
SUBJECT: DRAINAGE - MR. MIKE JONES

Mr. Kennedy and myself have surveyed and reviewed the proposal that Mr. Jones made at the council meeting in April.

We agree that this is a possible solution at very little cost to the City. The cost would be \$250.00 for concrete and approximately 2 days labor for the City.

TENNANT, THOMPSON & SWEENEY, P.C.
Law Offices

T. MICHAEL TENNANT
V. LEE THOMPSON, JR.
VICTORIA SWEENEY
TERESA THOMAS AITKENS
BROCK E. FERRY
GLENN P. STEPHENS
KATHRYN McCART SCHRADER
MELANIE W. BIONDI

Longleaf Commons
690 Longleaf Drive, Lawrenceville, GA 30245
Telephone: 404/963-1997
Telephone Copier: 404/822-2913

Mailing Address
P.O. Drawer 1250
Lawrenceville, Georgia 30246

May 3, 1990

Mr. George P. Dillard
DILLARD, WESTMORELAND & WILSON, P.C.
999 Peachtree Street, NE
Suite 1700
Atlanta, Georgia 30309

Re: Correspondence to the Mayor and Council of the City of
Sugar Hill, Georgia dated May 1, 1990

Dear Mr. Dillard:

As you know, this lawfirm represents the City of Sugar Hill, Georgia. It is in that capacity that I am writing to acknowledge that I have received a copy of what appears to be an ante-litem notice to the City of Sugar Hill, pursuant to O.C.G.A. §36-33-5, dated May 1, 1990. Although I believe that your May 1st letter to the Mayor and Council of the City of Sugar Hill has not identified any past or present injury to your client, Mr. Tom Moreland, the City is prepared to place you and/or your client on the agenda for the next public city council meeting.

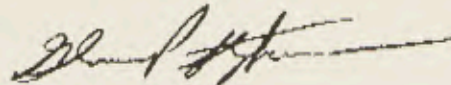
Thus, without waiving any objections the City of Sugar Hill may have as to the sufficiency of the ante-litem notice, you and/or your client will be placed on the agenda for the May 14, 1990 City Council Meeting which will be held at City Hall in Sugar Hill, Georgia at 7:00 p.m. At that time, the Mayor and Council of the City of Sugar Hill will be prepared to listen to any objections Mr. Moreland has in regards to the location and/or operation of the City of Sugar Hill's land application sewer treatment plant.

n:30
Told Glen

In the interim, should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

TENNANT, THOMPSON
& SWEENY, P.C.



V. Lee Thompson, Jr.
Glenn P. Stephens

ATTORNEYS FOR THE CITY OF
SUGAR HILL

VLTjr&GPS/jrb

cc: Mayor and Council, City of Sugar Hill
Kathy Williamson

JUN

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



February 28, 1990

Mr. Thomas D. Moreland
1831 Hebron Hills Drive
Tucker, Georgia 30084

RE: SUGAR HILL WASTEWATER TREATMENT AND
DISPOSAL FACILITIES

Dear Mr. Moreland:

Following our meeting with you and your family on January 22, 1990, the Sugar Hill Council has carefully reviewed the several concerns you expressed, and the recommendations you made, with respect to our ongoing wastewater and disposal project. Our review has confirmed all of the following:

1. Our engineers have sited the treatment facilities at the most economical location available to us. The location is advantageous because it (a) minimizes interceptor sewer length, (b) minimizes access road length, (c) utilizes property unsuited to our other uses, (d) avoids interference with golfing activities, and (e) allows for gravity flow through plant process units to our primary effluent storage ponds.
2. A review of the alternate plant site which you recommended revealed that it is undesirable because it would (a) require the construction of an additional 5,700 feet of 12-inch diameter sanitary sewers, (b) require the construction of an additional 3,500 feet of plant access road crossing through the middle of the golf course, (c) require extension of water and electric utilities to the new plant site, (d) require effluent pumping to deliver wastewater to the primary storage ponds, (e) require a complete re-design of the golf course, (f) require a re-design of the treatment plant, (g) would constitute a major land disturbance activity within the ARC Chattahoochee River Corridor (see Item 3), and (h) would be contrary to preferences of the Corps of Engineers and National Park Service (see Item 4).

3. Land disturbing activities are tightly controlled within the ARC Chattahoochee River Corridor. Because of these controls, the City has been forced to severely limit clearing, grading, and the construction of impervious surfaces within the corridor portions of the City property. A large percentage of our corridor property had to be left undisturbed in order to comply with ARC requirements. Construction of the treatment plant within this area, as you recommended, would involve construction of more than 78,400 square feet of impervious surfaces including access roads, parking areas, buildings and process structures. Remaining corridor property use would be restricted accordingly.
4. The Corps of Engineers has expressed directly their desire to minimize construction and land disturbance activities, such as sewer construction, in wetlands areas such as exist along the route of the sewer extension which would be necessary. The National Park Service has indicated that they want to avoid development in close proximity to the Chattahoochee River and have therefore planned to keep any future parking areas close to Suwanee-Buford Dam Road, and to have only walking trails extending into the vicinity of the plant site that you recommended. We would expect strong opposition to the suggested relocation from both the Corps and National Park Service.
5. Plant relocation would cause an unavoidable delay in project completion, with resulting inflationary increases in project cost. These inflationary increases would be added to the costs of re-design.
6. It would be necessary to immediately terminate the existing contract for the golf facilities currently under construction. Rebidding after re-design would be necessary.
7. Through direct contact with the National Park Service and Gwinnett County Tax Assessors Office, we have confirmed that the City land borders National Park Service land for the entire border adjacent to Richland Creek. The National Park Service land is identified by Gwinnett County as tract number R7-348-010. We have also confirmed that the floodway easement (W-2309-E), which covers the low-lying land along this portion of Richland Creek, granted to the United States of America, provides that "... no structures for human habitation shall be constructed or maintained on said land, ...". As scaled from project drawings and property plats, the closest that a house could be built to the wastewater treatment facilities on the Richland Creek side would be more than 700 feet away, and could be this close only immediately adjacent to Suwanee-Buford Dam Road.
8. The City will operate a public golf course immediately adjacent to the wastewater treatment facilities. Golfers will actually play on the area irrigated by wastewater. We expect these facilities to be a very attractive, first class recreational area, and an asset to both the community and to

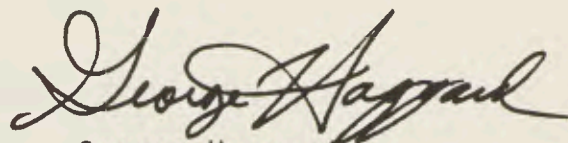
Mr. Thomas D. Moreland

February 28 1990
Page 3

surrounding property owners. There will remain in excess of 200 feet of National Park Service forested area between our facilities and your pasture.

In summary, we have concluded that the City should proceed with its wastewater facilities project as designed. You have our assurances that the City will operate all of its facilities so as to be a good neighbor. Please let us know if you have questions or other concerns.

Yours truly,



George Haggard
Mayor

City of Sugar Hill, Ga.

GH/jf

JUN



QUAD MOLD & TOOL, INC.

750 North Price Rd.
Buford, GA 30518

(404) 945-1131
FAX (404) 945-1132

5/3/90

TO THE CITY OF SUGAR HILL.

RE: THE POLICY OF UTILITY DEPOSITS
IN THE CITY OF SUGAR HILL.

I HELGA A. CONLEY, SECRETARY OF QUAD MOLD & TOOL INC. HEREBY OBJECT
TO THE UTILITY POLICY OF SUGAR HILL.

MY OBJECTION IS, THAT THE MONIES WILL BE HELD OVER A PERIOD OF THREE
YEARS, WITHOUT ANY INTEREST PAID TO THE CONSUMER.

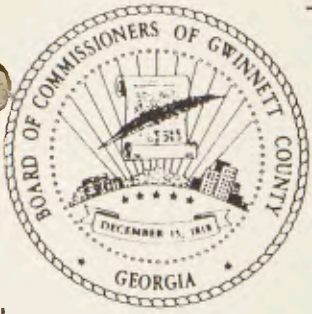
THE FORMULATION OF UTILITY DEPOSITS SEEM OUT OF PROPORTION. ON A
DEPOSIT OF \$ 1450.00, MY LOSS WOULD BE AT A 10% INTEREST RATE OF \$479.95
FOR THREE YEARS.

WE HAVE BEEN CUSTOMERS WITH GEORGIA POWER, ATLANTA GAS AND BELL SOUTH
FOR THE LAST 8 YEARS.

I WILL ATTEND THE COUNCIL MEETING ON 5/14.90, AND I WOULD LIKE
TO VOICE MY OPINION.

HELGA A. CONLEY

Helga A. Conley
QUAD MOLD & TOOL INC.



GWINNETT COUNTY
Board of Commissioners
(404) 822-7000

LILLIAN WEBB, CHAIRMAN
W. J. DODD, District One
SCOTT FERGUSON, District Two
CURTIS MCGILL, District Three
DON LOGGINS, District Four

April 12, 1990

City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518
Attention: Mayor George Haggard

RE: Gwinnett County Government
Time Capsule Project

The Gwinnett County Board of Commissioners would like to invite your city to submit historical and demographic information about your municipality for placement in the Time Capsule to be enclosed at the Gwinnett Justice & Administration Center on July 4, 1990. The Time Capsule will be opened in the year 2040, and it is our hope that the articles therein will serve not only to celebrate our pride in the Gwinnett Justice & Administration Center but will also reflect the extraordinary progress our community has made throughout this period of rapid growth.

We would like to include information about your city which describes your location and geographical radius, your population in 1988 (the year the Justice & Administration Center officially opened), the names of your mayor and councilmen in 1988 as well as historical data regarding your community's founding.

The stainless steel capsule measures 6.5" x 18" x 16.5," and for that reason items for consideration must be of an appropriate size. All items must be received by the Time Capsule Committee no later than May 14, 1990, and must be permanently labeled identifying the contributing organization's name and return address. Because of space limitations, the Committee reserves the right to make the final selection of items to be included. Items selected for enclosure will be exhibited in the atrium of the Gwinnett Justice & Administration Center June 4, 1990 - July 3, 1990.

We hope you will be a part of this historical event. For further information, please contact Debbie Parks at 822-7101.

Sincerely,

Lillian Webb, Chairman
Gwinnett County Board of Commissioners

c: Board of Commissioners
Chuck Button
Jill Pylant

AMERICUS UTILITY
COMMISSION

DISTRIBUTORS OF NATURAL GAS
715 VALLEY DRIVE P. O. BOX 505
PHONE NO. 912-924-7121
AMERICUS, GEORGIA 31709

TO: Municipal Gas Authority of Georgia Members
FROM: M. M. "Red" James, Election Committee Chairman
DATE: April 16, 1990
RE: 1990 Municipal Gas Authority of Georgia Annual Election

This is to notify you that the 1990 Gas Authority Annual Election will be held in conjunction with the GMA Annual Meeting in Savannah on Monday, June 25, 1990, at 1:00 p.m. in the Hall of Fame Room of the Savannah Civic Center.

We have again scheduled the Gas Authority Election during the GMA Convention for the convenience of the members. The meeting will be announced in the GMA Agenda and should only take a few minutes of your time.

There are three (3) positions to be filled. These positions are currently held by Mr. Frank Sherrill, Mr. Bob Knox and Mr. Bob Roberson.

If your delegate or alternate has changed from the names on the attached list or no delegate or alternate is listed under your community's name, a certified copy of a resolution naming a delegate and an alternate should be sent to L. Clifford Adams, Jr. on or before June 18 at Hurt, Richardson, Garner, Todd & Cadenhead, 999 Peachtree Street, NE, Suite 1400, Atlanta, Georgia 30309-3999. New members that did not vote in last year's election will need to send in a resolution naming a voting delegate and an alternate.

If it is not possible to meet the June 18 deadline, your delegate should bring the resolution to the meeting. If a resolution is brought by your delegate to Savannah, it should be handed to Cliff Adams or me before the meeting is called to order. Please check the enclosed delegate list for your community's voting delegate and should a resolution be necessary, a sample is enclosed for your convenience.

As you know, we need 67% of the weighted vote to have an official election. Please have your delegate there and on time. Also, please remember the Election Committee has adopted a rule which provides that each city appoint a separate representative to the Election Committee, rather than having one (1) member represent two (2) or more cities.

Sometime in early June, you will be receiving another letter with a list showing the distribution of votes for your information. Should there be any questions, please call Cliff Adams at (404) 870-6480 or me.

(S A M P L E)

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of _____
that _____ is hereby appointed to serve as this City's
voting delegate on the Municipal Gas Authority of Georgia's Election
Committee, with authority to cast all votes to which this city is
entitled. _____ is appointed as alternate voting delegate.

This _____ day of _____, 1990.

SIGNED: City of _____

Mayor

Council Member

Council Member

ATTEST:

City Clerk
0089q

JUN

MEMBERS
MUNICIPAL GAS AUTHORITY MEMBERSHIP ELECTION COMMITTEE
REVISED APRIL 16, 1990

<u>MEMBER SYSTEM</u>	<u>ELECTION COMMITTEE REPRESENTATIVE</u>	<u>ELECTION COMMITTEE ALTERNATE</u>
Adairsville	Earl Towe Mayor	Bob Jamison City Manager
Adel	Jack Ray	John H. Flythe Jerry W. Permenter
Americus	Lang Sheffield, Chm. Americus Utility Comm.	M. M. James, Supt. Americus Utility Comm.
Ashburn	B. E. Walker Mayor	Bobby Ellis
Bainbridge	Charles B. Tyson City Manager	Luther H. Conyers Councilman
Blakely	Billy McFay	Lester Shoemaker
Bowman	Betty Jo Maxwell	
Buford	William R. Wiley	
Byron	Robert P. Grey	James E. Williams Mayor
Cairo	William J. Morton, Jr. City Manager	Ernest W. Cloud, Jr. Mayor Pro-Tem
Camilla	Clarence Bryant City Manager	Jimmy Davis Councilman
Claxton	Luther Royal Councilmember	Henry Eason Gas Superintendent
Cochran*	Howard Williamson Mayor	Willie Basby Mayor Pro Tem
Commerce	Ben Hulsey City Manager	Emmitt Meeks Finance Director

*Need to provide current resolution.

Covington	Dr. W. L. Dobbs	Janet A. Goodman
Crawfordville	Bob Grey	
Cuthbert	Earl Thompson Councilman	Wesley Shorter Councilman
Dawson	David Bell, Jr. City Manager	John Stokes Gas Superintendent
Doerun	Paul Perry Councilman	Warren D. Walker Mayor
Donalsonville*	H. M. Shingler Mayor	Fred L. Gibbons Councilman
Edison	Richard H. West Mayor	Mickey Williams City Clerk
Elberton	Iola S. Stone City Manager	Horace Adams Gas Superintendent
Fitzgerald	Carlton J. Fowler General Superintendent Fitzgerald Water, Light & Bond Comm.	Thomas C. Lester Chairman Fitzgerald Water, Light & Bond Comm.
Fort Valley	Bob Hunnicutt Fort Valley Utility Commission	C. W. Peterson Mayor
Grantville	Paul F. Musick, Jr. Mayor	W. O. McCurley Councilman
Greensboro	Charlton S. Veazey, Sr. City Manager	D. Dean Stewart Mayor
Hartwell	Ray J. Boleman Councilman	Joan H. Saliba
Hawkinsville	Lawrence Bennett Commission Chmn.	Tom Arnold
Hogansville	Wesley Duffey City Manager	C. A. Reynolds Councilman
LaFayette	David Aldrich City Manager	Roger Bandy Gas Superintendent

*Need to provide current resolution.

LaGrange	Jim Hanson City Manager	John Bell City Clerk-Treasurer
Lawrenceville	Robert P. Baroni City Clerk	Allan Powers
Louisville	Don Rhodes Councilman	Wendell Franks Councilman
Lumpkin	Ed Cannington Mayor	George Lynch City Manager
Madison	Barry Lurey Councilman	Charles Young City Manager
Meigs	David Van Landingham	Robert P. Grey
Millen	Lamar B. Gay Mayor	Talmadge V. Fries Councilman
Monroe	John Briscoe Superintendent, Water, Light & Gas Comm.	Knox Bell
Monticello	Fred Smith Councilmember	J. Marion McElheney Mayor
Moultrie	Donnie Turner Councilman	Bob Roberson City Manager
Pelham*	John Schotta City Manager	Bobby Ellis Welker and Associates
Perry	James E. Worrall Mayor	Hervia M. Ingram
Quitman	Curtis L. Pickels	J. B. Stevens
Royston	Edwin James Gas Superintendent	Jane McGarity City Clerk
Social Circle	Anne S. Peppers	
Sparta	Helen G. Hudson Mayor	John E. Griffin Gas Superintendent

*Need to provide current resolution.

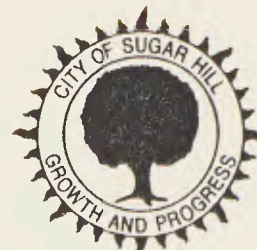
Statesboro	J. Thurman Lanier Mayor	Don Marsh Asst. City Engineer
Sugar Hill	Dave Hawthorne	Kathy Williamson City Clerk
Sylvania	Dorothy H. Glisson	Burton Kemp
Sylvester	James Nelson	Marvin Jackson
Thomasville	Harry Tomlinson	Leonard B. Powell
Thomson	Robert E. Knox, Jr. Mayor	Kenneth Usry Councilman
Toccoa*	Jim Calvin City Manager	Bud Vaughn Gas Superintendent
Union Point	Wayne Jackson	Yvonne Heidbrider
Vienna	Willie J. Davis Mayor	Stanley Gambrell City Administrator
Warner Robins	William W. Douglas, Jr. Mayor Pro-Tem	Ed Martin
Waynesboro	Harvey L. Sapp Councilman	Thomas M. Quick Councilman
West Point	John F. Meadors Councilman	Joel T. Wood City Administrator
Winder	William C. Landress Mayor	Ernie Graham City Clerk
Summerville	Grady McCalmon City Manager	Sewell Cash Mayor
Trion	Mayor Williams	

*Need to provide current resolution.

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER
DATE: MAY 14, 1990
SUBJECT: COMMERCIAL BUILDING PERMITS

The Amherst Group is requesting an extension on their building permits purchased in 1989.

I granted them an extension until April 27, 1990, pending notification from the Department of Transportation concerning the outer loop.

The City and Mr. Crowe have been trying to obtain a definite answer from the Department of Transportation, without success.

JUN



The Amherst Group, Inc.

May 7, 1990

Ms. Kathy Williamson
City Manager
City of Sugar Hill

Dear Kathy:

RE: Building permits on Lots 5, 6, 7, & 8 Peachtree Industrial Park.

In previous letters and discussions we had discussed the outer loop and the proposed purchase of Peachtree Industrial Park by Omni Investments.

Based on these discussions you granted an extension of the building permits on the above referenced lots until April 27, 1990.

In talking with you last month I brought up the question of another extension. In trying to determine what GA DOT may do as far as the outer loop is concerned, we have not been very successful in getting any definite answers. Omni Investments has dropped out of the picture and a separate tract has been sold in the park.

Therefore, I am asking for another extension on the aforementioned building permits. Thank you for your assistance in this matter.

Sincerely,

Ken Crowe
Development Coordinator

KC/mk

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



MAYOR AND CITY COUNCIL MEETING

MONDAY, MAY 14, 1990

DIRECTOR OF GOLF REPORT

I am pleased to give you the following progress report on the Sugar Hill Golf Course:

Clearing & Grubbing.....	90%	Complete
Topsolling-strip & place.....	35%	Complete
Dam & Pond Construction.....	20%	Complete
Golf Course Subgrade.....	55%	Complete
Erosion Control.....	65%	Complete
Storm Drainage System.....	15%	Complete
Green, Traps, Grass Bunkers & Subdrainage...	60%	Complete
Tee Construction.....	20%	Complete
Clubhouse Road.....	15%	Complete

I am in the process of meeting with the builder concerning the clubhouse construction.

We are only two weeks away from letting bids for the irrigation system.

Any time anyone would like to go out to see the golf course, please contact me at city hall and I will arrange a time to take you on the tour.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Bob Boltz".

Bob Boltz
Director of Golf

SUGAR HILL GOLF COURSE
TURF IRRIGATION

EVALUATION REPORT

MAY 7, 1990

IRRIGATION CONSULTANT SERVICES, INC.

JUN

INTRODUCTION

Further turf irrigation comments have been addressed by the City of Sugar Hill, Keck & Wood, Inc. and Irrigation Consultant Services, Inc since the report given by Irrigation Consultant Services on March 27, 1990. Since that report there have been three meetings.

1. Meeting with City of Sugar Hill, Keck & Wood, Inc., Irrigation Consultant Services, Inc. and sprinkler distributor representatives. At this meeting Keck & Wood, Inc. and I.C.S., Inc. would have another meeting to clarify plan and bid package questions.
2. I.C.S., Inc. and Keck & Wood, Inc. meeting of April 27, 1990. Refer to Keck & Wood, Inc. report.
3. I.C.S., Inc. and City of Sugar Hill met to discuss the Keck & Wood, Inc. meeting. Refer to I.C.S., Inc. report.

After these meetings I.C.S., Inc. has programmed the control system and has listed the following comments.

*MAIN PUMP STATION COMMENTS

With the identification of the control systems programming several items can be clarified. Refer to system gallonage tabulation sheet.

1. Only one pump unit is necessary. I would recommend a 1500 gpm unit at 125 PSI. This would eliminate a complete building and minimize the service cost in the future for two units. Having a complete pump unit for a back up has no merit. The standard manufactured pumping systems have manual over rides. We will have four pumps in the one unit, so if any one pump goes down the others will adequately service the system.
2. After checking the irrigation systems hydraulics on elevation, there is no need for this added unit for boosting the irrigation system pressure.
3. The cost savings are as follows:
 - * One 20' x 24' pump building instead of two 16' x 22' pump buildings.
Savings: \$30,400.00
 - * One filtration system instead of two systems
Savings: \$10,000.00
 - * One 1500 gpm pump unit instead of two 1000 gpm units
Savings: \$40,000.00
 - * Total pump station savings: \$80,400.00
4. I would also recommend a standard pump unit filtration system with an oversize wet well intake. This type of filtration will have the same cost as proposed with a proven track record.
5. The normal one and half inch per week water application can be easily done in an eight hour period seven days per week. This will also give us a budget to add rough rotors and system drain valves.

*WASTE WATER PIPING COMMENTS

1. After review of the total flows by the control system programming and elevation hydraulic calculations, I found that we can utilize SDR 21 Class 200 piping instead of the specified SDR 17 Class 250 PVC pipe. Moving the booster pump towards the green on fairway 2W to elevation 1010', this

would enable us to bring the main pump unit pressure to 125 PSI (60 PSI at rotor at the worst condition zone, 20 PSI friction loss through the piping and 43 PSI loss by 100' of elevation). By utilizing Class 200 PVC pipe we will be able to save a 40% cost on pipe and fittings, this is due to the volume of Class 200 PVC pipe utilized in the irrigation industry. A cost savings from \$120,000.00 to \$72,000.00. A savings of \$48,000.00.

2. The irrigation systems piping changes by I.C.S., Inc. and there costs are as follows:

- a. Change 1,100' of 10" piping to 8" piping
Savings per foot of \$5.00 = \$5,500.00
- b. Change 760' of 8" piping to 8" piping
Savings per foot of \$3.50 = \$2,660.00
- c. Change 500' of 4" piping to 6" piping
An added cost per foot of \$2.50 = \$1,250.00
- d. Change 120' of 3" piping to 4" piping
An added cost per foot of \$1.20 = \$144.00

Total Cost Savings of \$6,766.00

3. I would recommend a RPA 400, 4" backflow preventer instead of a 6" backflow preventer on the fresh water system. The 4" will only add one PSI loss at 425 gpm (6" pipe at 5 fps), but we can get a cost savings of \$1,700.00

4. Total savings of \$136,866.00

*EQUIPMENT CHANGES NOTED

1. Need to add ten drain valves for piping maintenance.
2. Need to add a 6" isolation valve and a 3" isolation valve for ease of maintenance.
3. Eliminating a 10" and 8" isolation valve at the second pump station.

*COMMENTS

1. I feel we need to add a wire sizing chart for the control system power wiring and field wiring. Field wiring a #12-1 white common and #14-1 red control wire is normal.
2. The rotors will need to be identified by Toro and Rain Bird model numbers. The performance of these rotors vary greatly with each rotor. For an example, you can get a rotor to

match performance charts and have poor co-efficiencies of uniformity. A 91' radius Toro #690 rotor would be a proper rotor while a Toro #670 at half the cost by chart calculation can get a 91' radius with an oversized nozzle but thier applications are poor.

3. A Toro Model #660 rotor is designed for the greens. This rotor is a new rotor with an excellent future, however the new rotor manufacturing adjustments have not nee completed. A Toro #650 or #670 model have a proven quality.
4. I.C.S., Inc. also has noticed a few rotors that have been over space, also certain areas of the course have poor coverage. Please contact I.C.S., Inc. for color coded plans to clarify these comments.
5. All items discussed at I.C.S., Inc. and Keck & Wood, Inc.'s meeting of April 27, 1990 will need to be accomplished.
6. Solicitation and selection of bidders will be done by I.C.S., Inc. and Mr. Bob Boltz.

NAME Sugar Hill Golf Course

SL- _____

DATE _____

Group #1

GALLON PER MINUTE TABULATION

AT	1	2	3	4	5	6	7	8	9	10	11	12
1	117	117	117	117	117	117	117	117	58.5	117	117	56
2	29	29	29	29	29	MSR	29	29	29	29	MSR	—
3	56	56	28	56	28	117	117	29	117	---	—	—
4	29	29	29	29	29	MSR	29	29	29	29	29	MSR
5	28	56	28	117	117	117	117	28	58.5	117	117	117
6	117	117	117	117	117	56	117	117	117	58.5	117	117
7	29	29	29	29	MSR	29	29	29	29	29	MSR	—
8	58.5	117	58.5	117	28	56	56	56	58.5	56	—	—
9	29	29	29	29	MSR	29	29	29	29	29	MSR	—
10	117	117	117	117	28	56	56	28	56	---	—	—
11	117	117	58.5	56	117	28	117	117	58.5	56	28	28
12	58.5	117	58.5	58.5	28	28	117	58.5	58.5	58.5	—	—
13	117	56	58.5	28	58.5	58.5	28	58.5	58.5	28	28	—
14	29	29	29	29	29	MSR	29	29	29	29	29	MSR
15	29	58.5	117	117	58.5	117	117	117	117	117	117	117
Front Nine Fwy.	815	928.5	758	900.5	697	750.5	959	726	758	608	524	435
Front Nine Green	145	145	145	145	87	58	145	145	145	145	58	—
Front Nine	959 GPM											
Back Nine	1,170 GPM											
Greens	261 GPM											
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> Pump Station 1500 GPM @ 125 PSI </div>											

JUN

NAME Sugar Hill Golf Course SL- _____ DATE _____

Group #2

GALLON PER MINUTE TABULATION

AT	1	2	3	4	5	6	7	8	9	10	11	12
	58.5	117	117	117	117	117	117	117	117	117	117	117
2	29	29	29	29	29	MSR	28	29	29	29	29	29 MSR
3	28	117	117	117	117	117	117	117	117	58.5	—	—
4	28	117	117	117	117	117	117	58.5	---	---	—	—
5	29	29	29	29	MSR	29	29	29	29	29	MSR	—
6	28	28	56	58.5	117	117	58.5	117	117	58.5	117	117
7	56	117	28	58.5	117	117	58.5	117	28	----	—	—
8	29	29	29	29	MSR	29	29	29	29	---	MSR	—
9	117	117	117	58.5	58.5	117	117	117	117	28	—	—
10	29	29	29	29	29	MSR	29	29	29	29	29	29 MSR
11	28	117	117	117	117	117	117	56	117	58.5	117	—
12	117	117	117	117	117	117	117	58.5	56	117	117	58.5
13	117	117	117	28	117	117	117	117	117	117	117	117
14	117	117	58.5	28	117	117	117	58.5	117	117	117	117
Back Nine												
Fwy	694.5	1081	961.5	1111.5	1170	1053	993.5	903				
Back Nine												
Greens	116	116	116	116	87	29	115	116	116	116	58	—

JUN

KECK & WOOD, INC.

ENGINEERS • DESIGNERS
MANAGERS • PLANNERS
COMPUTER SPECIALISTS

3722 PLEASANTDALE ROAD (404)939-1334
ATLANTA, GEORGIA 30340

April 27, 1990

Mr. Bob Boltz
Director of Golf
4988 West Broad Street
Sugar Hill, Georgia 30518

Re: Spray Irrigation System
Our Reference No. 880137

Dear Mr. Boltz:

On April 26, 1990, Dan Richards and I met with Bob Scott to review final changes recommended by Mr. Scott for the Sugar Hill Spray Irrigation System. This letter is to confirm understanding of the several items discussed.

1. Mr. Scott and Mr. Boltz will review and mark up the irrigation system drawings to indicate the desired sprinkler control arrangement. This will be accomplished by numbering each sprinkler head so as to indicate control groupings. Keck & Wood, Inc. will incorporate the sprinkler numbering into the drawings prior to releasing for bids.
2. A formal pre-bid conference will be held to allow prospective bidders to clarify any points of uncertainty.
3. Mr. Boltz and Mr. Scott will develop a list of acceptable irrigation system contractors who have the necessary experience and capability to pursue the work. Bids will be solicited only from contractors on this pre-qualified list. We will not publicly advertise the work.
4. The project will be bid as a Lump Sum contract. No separate payment will be made except by change order for an increase or decrease in project scope. All excavation will be unclassified and there will not be any extra payment made for rock excavation.
5. Individual risers for sprinklers will be connected to in-line tees. All saddle taps will be eliminated. Golf rotor swing joints will all be complete prefabricated units with O-ring seals.

Mr. Bob Boltz
Sugar Hill, Georgia

April 27, 1990
Page Two


6. Mr. Scott will review distribution system piping and will recommend any desired increases or decreases in pipe sizes. Keck & Wood, Inc. has recommended pipe SDR ratings for each element based upon anticipated service conditions. Any desired changes in SDR ratings will be at the direction of the City.
7. According to Keck & Wood, Inc. calculations, maximum velocities at intake screens will be 0.33 feet per second. These screens are mounted well above pond bottoms so that these velocities should not cause any pick-up of materials which would clog the screen. Should the City desire lower velocities (and greater screen area), the City will advise Keck & Wood of the size desired. Manufacturer's literature on screens specified has been furnished to Mr. Scott.
8. Keck & Wood, Inc. has reviewed screen provided for protection of pilot valves and believes existing specification to be adequate. The City will advise if any further screening or filtering is desired.

Our conversations with Sam Shepherd at EPD indicate that project technical review letters are to be released this week. We can be ready to go to bids within one week of receiving a final marked up set of both plans and specifications from the City. It is our current understanding that the City will be able to proceed with the irrigation system work even if the wastewater collection and treatment facilities are held up by Mr. Moreland's threatened appeal.

Please let me know if any additional items require our attention. Hopefully, we can get work started in the very near future.

Yours truly,

KECK & WOOD, INC.


James B. Stanley, Jr., P.E.

JBS/cr

IRRIGATION CONSULTANT SERVICES

3971 WOODLAND CIRCLE
CONYERS, GA 30208
404 929-0884

May 1, 1990

Mr. Bob Boltz
City of Sugar Hill
Director of Golf
4988 West Broad St.
Sugar Hill, GA 30518

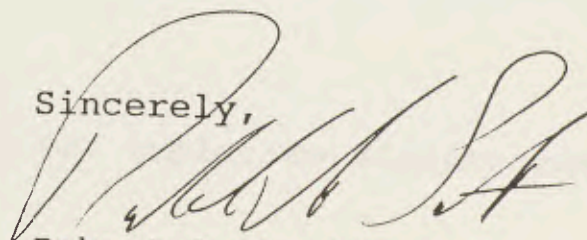
Re: Golf course turf irrigation system for Sugar Hill Golf
Course meeting of April 27, 1990.

Dear Bob:

As of our meeting on Friday April 27, 1990 with Kathy Williamson and yourself. We reviewed the letter of Keck & Wood, Inc. concerning my meeting with Mr. Jim Stanley and Mr. Dan Richards on April 26, 1990. At this meeting several subjects were discussed. However, there was one item concerning the pump stations proposed air cleaning filtration system that you and Kathy felt was not a system you would want to work with due to past experiences on another project. This is unfortunate because of Keck & Wood's extent of drawings on the pump stations. Keck & Wood, Inc.'s proposed pump station is not a normal pump station utilized in the golf course industry and I would like further review by the City of Sugar Hill and Keck & Wood, Inc. on this subject.

I.C.S., Inc. is presently red-lining the programming of the irrigation system and will be able to further comment on the pump direction when this is completed.

Sincerely,



Robert A. Scott
Irrigation Consultant

SECTION 02202

ROCK REMOVAL

PART 1 GENERAL

1.01 WORK RELATED

- A. Removal of identified discovered rock during excavation.
- B. Use of explosives to assist rock removal.

1.02 RELATED WORK

- A. Section 01026 - Unit Prices: Measurement and payment for rock removal.
- B. Section 01400 - Quality Control
- C. Section 02222 - Excavation.
- D. Section 02225 - Trenching.
- E. Section 02811 - Golf Course Irrigation.

1.03 REFERENCES

- A. NFPA 495 - Code for the Manufacture, Transportation, Storage, and Use of Explosive Materials.

1.04 QUALITY ASSURANCE

- A. Seismic Survey Firm: Company specializing in seismic surveys with five years documented experience.
- B. Explosives Firm: Company specializing in explosives for disintegration of subsurface rock with five years documented experience.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable code for explosive disintegration of rock.
- B. Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.

1.06 SHOP DRAWINGS

- A. Submit shop drawings under provisions of Section 01300.

5/1/89

02202 - 1

- B. Indicate proposed method of blasting, delay pattern, explosive types, type of blasting mat or cover, and intended rock recovery method.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock (Definition): Solid mineral material with a volume in excess of 1 cu yd or solid material that cannot be removed with a 3/4 cu yd capacity power shovel without drilling or blasting.
- B. Explosives: Type recommended by explosives firm following seismic survey, and required by authorities having jurisdiction.
- C. Delay Devices: Type recommended by explosives firm.
- D. Blasting Mat Materials: Type recommended by explosives firm.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section means acceptance of existing condition.

3.02 ROCK REMOVAL - MECHANICAL METHOD

- A. Excavate for and remove rock by the mechanical method.
- B. Cut away rock at excavation bottom to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base for footings.
- D. In trenches, excavate to 6 inches below invert elevation of pipe and in accordance to Section 02811.
- E. Remove excavated material from site.
- F. Correct unauthorized rock removal in accordance with backfilling and compaction requirements of Section 02223.

3.03 ROCK REMOVAL - EXPLOSIVES METHODS

- A. If rock is uncovered requiring the explosives method of rock disintegration, notify the Designer.
- B. Advise owner in writing prior to setting up seismographs. Describe blasting and seismic operations.
- C. Obtain a seismic survey prior to rock excavation to determine maximum charge that can be used at different locations in area of excavation without damaging adjacent properties or structures.
- D. Provide seismographic monitoring during progress of blasting operations.
- E. Disintegrate rock and remove from excavation.
- F. Cut away rock at excavation bottom to form level bearing.
- G. Remove shaled layers to provide sound and unshattered base for footings.
- H. Remove excavated material from site.
- I. Correct unauthorized rock removal or overbreak in accordance with backfilling and compaction requirements of Section 02223.

3.04 FIELD QUALITY CONTROL

- A. Provide for visual inspection of bearing surfaces and cavities formed by removed rock under provisions of Section 01400.

END OF SECTION

IRRIGATION CONSULTANT SERVICE, INC.
EVALUATION REPORT

FOR

THE GOLF COURSE IRRIGATION SYSTEM
FOR THE CITY OF SUGAR HILL, GEORGIA

MARCH 27, 1990

JUN

INTRODUCTION

The following information was requested by Ms. Cathy Williamson and Mr. Bob Boltz representing the City of Sugar Hill. I.C.S., Inc. was to review and comment on the plans presented by Keck and Wood, Inc., Atlanta, Georgia for the golf course irrigation system dated March 16, 1990 bid ready. My expertize in golf course irrigation consultation and the following comments are derived from over seventeen years experience in this industry. Keck and Wood's engineering experience is above approach. However, with the uniqueness of applying waste water to a golf course in the State of Georgia, the irrigation system will need to be defined beyond approach.

The defining of the irrigation control system and field wiring for this system is being put into the contractors shop drawings which will lead into a confusing situation because of numerous types of control systems with various ranges of prices. The situation can be easily corrected by a defined control system in the bid documents. How can a knowledgeable decision be made from the contractor shop drawings if we can not define a competitive control system to begin with. The computer control systems are highly sophisticated, power surge sensitive and expensive. However, the expense is payed back by water and energy management features. These features will not be useful unless the system is properly defined and properly installed. Without proper specifications the irrigation system will be cheapened by the flexibility the contractor has in shop drawing proposals or over runs will occur in the budget by change orders. The over runs could be as much as \$150,000.00 added to the below figure of \$777,450.00. The field wiring will need to be engineered. It should be installed by direct burial wiring or conduit specified, also you can not properly pipe size an irrigation system with out specifying a control system program.

SUGGESTIONS AND COMMENTS:

1. The preliminary budgetary list is as follows:

A.	473 Rotors @ \$750.00 per rotor	\$354,750.00
B.	Computer Control System:	\$120,000.00
C.	Fresh Water System 12,600', 6" Backflow Preventer.	\$ 73,000.00

D.	Pump Station #1:	\$ 90,000.00
E.	Pump Station #2:	\$ 90,000.00
F.	Booster Pump:	\$ 50,000.00
Total:		\$777,450.00

The budget seems acceptable, however we are not watering the roughs with this cost. The watering of the roughs is critical for the turf management. If we do not need to apply the waste water, we need a place to put it without causing damage to the playing area and that will be of a major concern in the development of the turf.

Dual pump stations are an excessive cost if it is not necessary for lake purification. If the second unit is just for back-up purposes, a pump motor and control logic panel for the pump unit can be replaced locally in twelve hours. A pump motor and control panel back-up is less costly compared to a complete pump station.

2. The rotor spacing and placement are not a consideration of golf play.
 - A. Rotors are placed in front of the approach to the green.
 - B. Rotor spacing on the greens go from 60' to 80'. Refer to 1R and 9R greens.
 - C. Rotors placed over the trap are not giving a priority to green coverage.
 - D. Extremely stretched spacing of rotors from green to fairway. Refer to 1W, 2W, 9W and 8R approach areas.

3. I would recommend a pre-fabricated swing joint. (i.e. Lasco, Dura Mfg., etc.).
4. Installation details for control system, rotors, and wire connections.
5. Is a fresh water system necessary? If it is, to what extent? We can purge the waste water through the piping and then insert fresh water. However, we do have two locations, one on 6R and 8R tee area and 8R green that only fresh water is applied because of buffer zone limits. If this is the only areas and the fresh water backup for greens, we might want to consider a small scale fresh water system. The backflow is an epoxy coated 6" unit which is a \$10,000.00 cost.

SUMMARY:

These documents are excellent for E.P.D. approval. However, to put these to the bidder would cause bidders some confusion and would cost in quality and monies for the City of Sugar Hill.

JUN

BID OPENING FOR 1990 AUDIT
MONDAY, JUNE 4, 1990
2:00 P.M.

MINUTES

In attendance: City Clerk Judy Foster, Deputy Clerk Holly Burell and Finance Officer Chandra Free.

Six (6) bids were received.

- | | |
|---|---|
| Bid #1 - Malcolm, Johnson & Co.
3050 Amwiler Road
Atlanta, Ga. 30360 | \$ 1,500.00 (3 days labor) |
| Bid #2 - Houston & Company
900 N. Hairston Road
Suite A
Stone Mountain, Ga. 30083 | \$12,300.00 |
| Bid #3 - Mauldin & Jenkins
P. O. Box 724888
Atlanta, Ga. 30339 | \$ 9,200.00 (monitoring assistance
available for \$2,750) |
| Bid #4 - Quinn & McClure
6055 Atlantic Blvd.
Suite A-1
Norcross, Ga. 30071 | \$ 7,900.00 |
| Bid #5 - Habif, Arogeti & Wynne
1073 W. Peachtree St., NE
Atlanta, Ga. 30367 | \$12,500.00 |
| Bid #6 - Rymon Wilborn
P. O. Box 429
Buford, Ga. 30518 | \$ 8,700.00 |

Monitoring assistance is available from all bidders on an hourly basis, except for Bid #3.

Bid opening adjourned at 2:15 p.m.

Holly Burell

1912

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MAYOR & COUNCIL MEETING
MONDAY, JUNE 11, 1990
7:30 P.M.

A G E N D A

Meeting called to order.
Silent prayer and pledge to the flag.
Reading of past minutes.
Presentation to Councilmember Hawthorne.
Swear in Sandy Gum to Recreation Board.

Committee Reports

- A) Planning & Zoning Board
- B) Recreation Board
- C) Clean & Beautiful Committee
- D) Budget & Finance
- E) Betterment Committee

Old Business

- A) Zoning Ordinance Amendment
- B) Ultra-Low-Flow Plumbing Fixture Ordinance
- C) Utility Deposits

New Business

- A) Public Hearing - Larry Bailey Rezoning Request - Austin Garner Road
- B) Public Hearing - Larry Bailey Annexation Request - Austin Garner Road
- C) Mr. Buddy Robinson & Winston Parker - Easements
- D) 1990 Audit Bids
- E) Work Detail Contract

City Manager's Report

- A) Pay Telephone for City Hall
- B) City Sign for Corner of Alton Tucker & P.I.B.
- C) Garbage Service - Thursday, July 5, 1990
- D) Amendments to Subdivision Ordinance
- E) Request to Attend the Management Development Program by ARC
- F) Request to Sell Nova
- G) Bids for Truck for Meter Reading Department

Director of Golf's Report

- A) Update on Golf Course
- B) Bids for 4-Wheel Drive 4-Door Truck

City Clerk's Report

- A) Request for Typewriter/Word Processor

Council Reports

Citizen's Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, JUNE 11, 1990
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, June 8, 1990.

In attendance: Mayor George Haggard, Councilpersons Bobbie Queen, Dave Hawthorne, Bobby Fowler, Thomas Morris and Reuben Davis.

Meeting called to order at 7:40 p.m.

Mayor Haggard asks those who want to participate, to join him in a silent prayer. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Fowler moves to accept minutes from last month's meeting. Second to the motion Councilperson Morris. Vote unanimous.

City Manager Kathy Williamson gives Councilperson Hawthorne a certificate of appreciation for his services to the city and employees. Councilperson Hawthorne thanks all employees.

Mayor Haggard swears in Sandy Gum to the Recreation Board.

Planning & Zoning Board

City Manager Kathy Williamson reads the minutes from both the P&Z and Board of Appeals meetings.

Clean & Beautiful Committee

Councilperson Queen states that she has nothing to report.

Recreation Board

Councilperson Queen states that she has nothing to report.

Budget & Finance

Councilperson Hawthorne states that the general fund, gas fund and water fund are in a favorable state. The sanitation fund broke even. The sewer and street and bridge funds were in a negative balance. Mr. Hawthorne states that the city overall is in a favorable position.

Betterment Committee

Councilperson Hawthorne states that they are in the process of putting out a questionnaire. City Manager Kathy Williamson states that we are already receiving these back.

Zoning Ordinance Amendment

City Manager Kathy Williamson states that this information is not ready at this time. It will be ready for the July council meeting. The city's attorney is working on this amendment. Matter tabled until next month's meeting.

Ultra-Low-Flow Plumbing Fixture Ordinance

Councilperson Hawthorne reads the ordinance to the public for consideration of adoption by the council. Councilperson Hawthorne states that ARC and GMA has asked the cities to adopt this ordinance. Councilperson Hawthorne moves to adopt this ordinance. Second to the motion Councilperson Morris. Councilperson Queen asks if these items mentioned in the ordinance are available. Councilperson Hawthorne states that they are available. Vote unanimous.

Utility Deposits

Councilperson Hawthorne states that this was brought up two months ago. Councilperson Hawthorne thinks that there is an inequity in this ordinance. Councilperson Hawthorne is proposing this ordinance. (see attached) Councilperson Hawthorne moves to adopt this ordinance. Second to the motion Councilperson Morris. Vote unanimous.

Public Hearing Larry Bailey - Rezoning & Annexation Request

City Manager Kathy Williamson states that 24.5 acres was annexed into the city limits of Sugar Hill in 1988 by legislation. Ms. Williamson states that Mr. Bailey would like the adjoining 10 acres, (parcel 7-337-035) annexed into the City of Sugar Hill. Mr. Bailey states that when the 24.5 acres was annexed, the 10 acres should have been brought in at that time. Mr. Bailey states that he would like the 24.5 acres, (parcel 7-322-050) and the 10 acres, (parcel 7-337-035) zoned RS100. Mr. Bailey stated that he intended to build an 80-90 lot subdivision and that Hannon, Meeks and Bagwell will be the engineering firm used. Mr. Paul Spaduzzi of 1051 Riverside Road states that he is representing the surrounding homeowners of this area. Mr. Spaduzzi said that the homeowners are not trying to stop anyone from developing this land. He stated that they are trying to protect the ECO system and the property values. The surrounding homeowners would like Mr. Bailey to hire a qualified engineer to do a study of the depth of the lakes and test the water. Mr. Spaduzzi stated that they would like the homes to have a minimum of 1800 square feet or larger to keep property values up. Councilperson Morris stated that the ordinances will protect the lakes and that it is Mr. Bailey's responsibility to follow all laws and regulations and the building inspectors job to see that he does it. Mr. Spaduzzi states that they have had drainage problems with Princeton Oaks. Mr. Bailey states that he feels that the homeowners request is reasonable. Councilperson Queen asks City Manager if Gwinnett County has anyone they send out to do these type of tests. City Manager Kathy Williamson states that they do have someone and that they have been out to inspect the problems at Princeton Oaks. Councilperson Hawthorne states that the council has had problems with the RS100 zoning. Councilperson Hawthorne asks Mr. Bailey if he could go with larger sized homes. Mr. Bailey said that he could go with a 1400 minimum square footage for a 1 story, 1800 minimum for 2 story and 1600 minimum for split level. Councilperson Queen moves to accept the RS100 zoning for parcel 7-322-050, 24.5 acres with the conditions as follows: 1. Test Water

and depth of lakes. 2. The minimum square footage for a 1 story is 1400, minimum of 1800 square feet for 2 story and minimum of 1600 square feet for a split level. 3. This is for all phases of development. Second to the motion Councilperson Morris. Vote 3-2. Councilpersons Queen, Fowler and Morris approved. Councilpersons Hawthorne and Davis against. Councilperson Queen moves to annex the 10 acres, parcel 7-337-050 into the city limits with the RS100 zoning with the same stipulations as listed above. Second to the motion Councilperson Fowler. Vote 3-2. Councilpersons Queen, Fowler and Morris approved. Councilpersons Hawthorne and Davis against.

Easements

City Manager Kathy Williamson states that Mr. Buddy Robinson and Winston Parker have been hired to obtain the easements from the corner of Level Creek Road to the sewer plant. Mr. Robinson states that he is pleased to meet the council and glad to be able to represent the city in this matter. He also stated that they have not had any problems. Mr. Parker stated that he has gone over the area and has contacted 18 of the 42 property owners. Mr. Parker stated that they have had good working relations with Keck & Wood. Mr. Parker also commends Ms. Williamson for the work she has done concerning the easements.

Audit Bids

Finance Officer Ms. Free states that she has reviewed all audit bids and that she is recommending Mr. Rymon Wilborn for the 1990 audit. Councilperson Hawthorne moves to accept Mr. Wilborn's audit bid. Second to the motion Councilperson Fowler. Vote unanimous.

Work Detail Contract

City Manager Kathy Williamson states that the correctional institute is requesting the same agreement as the last three years. She also stated that we have purchased a van for \$800 to be used as a backup vehicle. Councilperson Hawthorne moves to accept and have the Mayor sign the agreement. Second to the motion Councilperson Queen. Vote unanimous.

Mayor Haggard amends agenda for Pat O'Connor of Button Gwinnett Landfill.

Mr. O'Connor states that there was an article written in the Gwinnett Daily News concerning 2 failing grades that the landfill received. Mr. O'Connor explains what the problems are and how they have been corrected. Mr. O'Connor states that he feels the landfill is being operated better than it ever has been. He thinks they are doing a great job at the landfill.

Pay Telephone for City Hall

Ms. Williamson states she is requesting a pay phone to be placed in city hall for the public to use. She was informed that there would be no charge for this service. Councilperson Queen thinks there is a monthly charge for this service. This matter tabled until city manager Kathy

Williamson, Councilpersons Queen and Fowler can get more details.

City Sign for Alton Tucker & P.I.B.

City Manager Kathy Williamson states that the Betterment Committee has asked for an information sign to be placed under the existing sign at Alton Tucker and P.I.B.. Ms. Williamson has received estimates from Signs By Ivey and The Sign Shop. This matter tabled until city manager Kathy Williamson, Councilpersons Queen and Hawthorne work out the details.

Garbage Service

City Manager Kathy Williamson states the garbage pick-up day is Thursday, July 5, 1990 and not on July 4, 1990. She is asking the press to mention this in the paper.

Amendment to Subdivision Ordinance

City Inspector Steve Kennedy and City Manager Kathy Williamson request that all developments have 80ft cul-de-sacs on deadend streets, underground utilities and street lights must be put in by the developer at his expense. Phil Hamilton resident of Mill Creek Trace states that he would like street lights in his subdivision. He travels frequently and leaves his family at home and he has a concern for their safety. Ms. Williamson stated that the cost of the light poles are \$390 per pole. City manager Kathy Williamson is recommending that the developers pay for these light poles. Councilperson Hawthorne would like to have a work session with Ga. Power to discuss this problem. This matter tabled until after work session.

Management Program ARC

City Manager Kathy Williamson is requesting to go to the Management Development Program in August. The cost is \$150.00 Councilperson Hawthorne moves to accept her request. Second to the motion Councilperson Fowler. Vote unanimous.

Request to Sell Nova

City Manager Kathy Williamson is requesting to sell the Nova because it needs major repairs and has problems repeatedly. Councilperson Hawthorne moves to accept bids for the sell of the Nova. Second to the motion Councilperson Morris. Vote unanimous.

Bids for Truck for Meter Reading Department

Meter Reading Supervisor Donna Zinskie states that she is requesting a vehicle for the meter reading department. She stated that she has received two bids. She is requesting the bid from Jerry Brown Chevrolet for the amount of \$12,062.00. Councilperson Fowler moves to accept the bid of \$12,062.00 from Jerry Brown. Second to the motion Councilperson Morris. Vote 2-3. Councilpersons Fowler and Morris for request. Councilpersons Queen, Davis and Hawthorne against request.

Mayor Haggard amends agenda for Pat Mitchell.

Mrs. Pat Mitchell states that she is running for the Gwinnett County School Board and she would be representing this area. Mayor Haggard states that any candidate running for office has equal time to speak at the council meeting.

Update on Golf Course

Director of Golf Bob Boltz reports to the council on the status of the golf course construction. Mr. Boltz stated the irrigation is ready for bidding and the budget for the golf course should be completed this week.

Bids for 4-Wheel Drive 4-Door Truck

Mr. Boltz states that he is requesting a vehicle to be used at the golf course. He is requesting that the council accept the bid from Leeman Bennett Ford for the sum of \$18,668.00. Councilperson Hawthorne moves to accept the bid from Leeman Bennett Ford for the amount of \$18,668.00. Second to the motion Councilperson Morris. Vote unanimous.

Citizen Comments

Ricky Waycaster of Oak Grove Drive stated that the pumping station on Oak Grove has a very strong odor every night. Wastewater Superintendent Donna Zinskie states that there has been a problem due to a split line on Spring Hill Drive. She also stated that they have been working on the odor problem. City Manager Kathy Williamson thanks Mr. Waycaster for making her aware of the situation and will address the problem immediately.

Barbara Hoover of Parkview Mine Drive would like to commend Councilpersons Hawthorne and Davis for voting against Mr. Bailey's rezoning and annexation request. She also states that the council does have a responsibility to protect homeowners against these types of request.

Mayor Haggard thanks the public for the donations that were given to the Odyssey of the Mind children. The total collected was \$262.02.

City Manager Kathy Williamson states that she received a letter requesting the city's support against letting EMC receive grants and loans from the Farmers Home Administration on an equal basis with cities and counties. Councilperson Hawthorne moves to allow Mayor Haggard sign the letter showing our support. Second to the motion Councilperson Queen. Vote unanimous.

Request for Typewriter/Wordprocessor

Councilperson Hawthorne moves to grant the city clerks request for the typewriter/word processor model XEROX 6240 for the amount of \$1876.00. Second to the motion Councilperson Morris. Vote unanimous.

Adjournment

Councilperson Hawthorne moves to recess into a personnel meeting. Second to the motion Councilperson Fowler. Vote unanimous.

Meeting recessed at 9:40 p.m.

Council meeting reconvened at 12:30 a.m.

Councilperson Hawthorne moves to adjourn the council meeting. Second to the motion Councilperson Queen. Vote unanimous.

Meeting adjourned at 12:30 a.m.

Holly A. Burrell

ORDINANCE

The Council of the City of Sugar Hill, Georgia, hereby ordains:

An ordinance to set a minimum schedule of deposit fees for connection to the City's gas and/or water systems replacing the ordinance dated August 8, 1988 (commercial) and motion passed May 9, 1983 (residential).

This ordinance establishes a relationship between:

1. The size of the meter outlet or its capacity
and
2. The price of a tap-on to the City's gas and/or water system.

Meter Size	Water Deposit Fee	/	Meter Capacity	Gas Deposit Fee
3/4"	\$ 50.00	/	275 Cu.Ft./Hr.	\$ 100.00
1"	\$ 125.00	/	750 Cu.Ft./Hr.	\$ 200.00
1½"	\$ 260.00	/	1000 Cu.Ft./Hr.	\$ 260.00
2"	\$ 315.00	/	1600 Cu.Ft./Hr.	\$ 315.00
3"	\$ 2,100.00			
4"	\$ 2,225.00			
6"	\$ 3,500.00			
8"	\$ 4,300.00			

This ordinance shall become effective the 12th day of June, 1990.

IT IS SO ORDAINED, this 11th day of June, 1990.

ATTEST:

Judy Foster
City Clerk

SEAL



George Haggard
Mayor

Thomas ...
Council Member

Bobby ...
Council Member

Bobbie Queen
Council Member

... ..
Council Member

Robert H. ...
Council Member

ORDINANCE

The Council of the City of Sugar Hill, Georgia, hereby ordains:

An ordinance which establishes minimum efficiency standards for plumbing fixtures to be known as the **ULTRA-LOW-FLOW ORDINANCE**.

Section 1. Purpose.

It is the purpose of this ordinance to require the use of ultra-low-flow plumbing fixtures in all new construction, or when replacing plumbing fixtures during renovation or remodeling of existing buildings, and to require the labeling of plumbing fixtures with information regarding flow rates for the purpose of conserving water to maintain the integrity of drinking water supplies and reduce wastewater flows.

Section 2. Definitions.

- (a) "Plumbing fixtures," as referred to in this ordinance, shall mean any toilet, urinal, showerhead, bathroom, lavatory and kitchen faucet and replacement aerators.
- (b) "Toilet," as referred to in this ordinance, shall mean any fixture consisting of a water flushed bowl with a seat, used for the disposal of human waste.
- (c) "Urinal," as referred to in this ordinance, shall mean any fixture consisting of a water flushed bowl used for the disposal of human waste.
- (d) "Residential Building," as referred to in this ordinance, means any building or unit of a building intended for occupancy as a dwelling but shall not include a hotel or motel.
- (e) "Commercial Building," as referred to in this ordinance, means any type of building other than residential.

Section 3. Standards.

No plumbing fixture shall be installed which does not meet the standards listed in Section 3 (a). This includes all plumbing fixtures installed in newly constructed buildings or when replacing plumbing fixtures during remodeling or renovation existing buildings, except as noted in Section 5. The effective date of this requirement for residential buildings shall be July 1, 1991 and for commercial buildings shall be July 1, 1992.

- (a) All plumbing fixtures installed as referred to above should not exceed the following maximum water use rates:
 - 1. Toilets.....1.6 gallons per flush
 - 2. Urinals.....1.0 gallons per flush
 - 3. Showerheads.....2.5 gallons per minute
 - 4. Kitchen Faucets.....2.5 gallons per minute
 - 5. Bathroom and Lavatory Faucets..2.0 gallons per minute

- (b) The flow restriction device in a showerhead must be a permanent and an integral part of the showerhead and must not be removable to allow flow rates in excess of that stated in Section 3 (a) above.
- (c) Lavatory faucets located in restrooms intended for use by the general public shall be of the metering or self-closing type, in addition to the flow requirement listed in Section 3 (a).

Section 4. Product Labeling.

Effective July 1, 1991, all toilets, urinals, showerheads or faucets shall be clearly labeled by the manufacturer to indicate the maximum flow rate or water usage of the fixture. The water use rate of the fixture shall be certified by the manufacturer based on independent test results and using 60 psi for showerheads. The label shall be affixed to the fixture and remain there until the proper building and/or plumbing inspections have been conducted. Also, the product packaging must be clearly marked to identify water use rates when offered for retail sale.

Section 5. Exceptions.

The following fixture uses or applications shall be exempt from the standards established in Section 3.

- (a) Showers and faucets installed for safety purposes, such as emergency eye wash stations, etc.
- (b) Plumbing fixtures specifically designed for use by the physically handicapped.
- (c) Fixtures specifically designed to withstand unusual abuse or for installation in correctional institutions which may require more water for proper operation.
- (d) Instances of building renovation where significant plumbing modifications would be required to accommodate the lower flows or for specialized purposes which cannot be accommodated by existing technology. Permission for the exceptions listed here must be obtained from the City Building Inspector.

Section 6. Penalties for Violation.

- (a) Any person who violates any provision of this ordinance shall be subject to a fine not to exceed five hundred dollars for each violation. Each violation shall constitute a separate offense and each day that such violation continues shall constitute a separate offense.
- (b) Any building or plumbing contractors, developers, etc., who violates the provisions of this ordinance shall be subject to suspension of their business license and/or building permit for a period of up to 90 days.

Section 7. Compliance and Enforcement.

In addition to the penalty provided in Section 6, (Jurisdiction) may take other actions as described below to compel compliance and may maintain an action or proceeding in any court of competent jurisdiction to compel compliance with or restrain any violation of this ordinance.

- (a) Compliance with the requirements for installation and labeling at the time of installation in Section 3 shall be determined by the City Building Inspector or his authorized agent in cases of new or replacement plumbing fixture installations and compliance shall be a condition for receipt of any occupancy permit.
- (b) The City of Sugar Hill may deny any water and/or sewer connection to an establishment which does not comply with the standards set forth in Section 3.
- (c) Compliance with the requirements in Section 4, regarding the labeling of plumbing fixtures offered for retail sale, shall be determined by the City Building Inspector or his/her authorized agent. The agency shall have access to all establishments which offer for retail sale or sell plumbing fixtures at retail for purposes of determining compliance with Section 4.

IT IS SO ORDAINED this 11th day of June, 1990.



George Haggard
Mayor

David L. Howell
Council Member

Bobby Faurie
Council Member

Bobbie Queen
Council Member

Thomas Martin
Council Member

Robert S. [Signature]
Council Member

ATTEST:

Judith K. [Signature]
City Clerk

PROPOSED PROTECTIVE COVENANTS
35 ACRES AUSTIN GARNER ROAD
CITY OF SUGAR HILL, GEORGIA

Lots shown on this plat are subject to the following restrictions, which are covenants running with the land and may be enforced by the owner of any lot in the subdivision and shall remain in effect until the 7th day of June, 2010.

1. Lots shall be used for single family residence purposes only.
2. No lot shall be subdivided, nor shall more than one house be erected on any one lot.
3. No house shall be built nearer a fronting street than the building line shown on plat, nor nearer to any side lot line than 10 ft., nor shall the total of any two side yards be less than 25 feet.
4. No building shall be erected and/or remodeled as a school, church or kindergarten.
5. No temporary house, shack, tent, or trailer shall be erected or occupied on any lot as a residence, school, church or kindergarten.
6. All City and/or County restrictions applied to this property shall be observed.
7. No residence shall be erected on any lot to have less than 1400 sq. ft., exclusive of carport.

OATH OF OFFICE
CITY OF SUGAR HILL

"I, Sandy Gum, do solemnly swear or affirm that I will support the Constitution of the United States, the Constitution of the State of Georgia, and the Charter and Ordinances of the City of Sugar Hill; and that I will, to the best of my ability, faithfully perform the duties of the Recreation Board during my continuance therein, so help me God."

Sandra L. Gum
Sandy Gum

George Haggard
Mayor George Haggard

ATTEST:

Nelly A. Burrell
City Clerk

6-12-90
Date



QUAD MOLD & TOOL, INC.

750 North Price Rd.
Buford, GA 30518

(404) 945-1131
FAX (404) 945-1132

5/3/90

TO THE CITY OF SUGAR HILL.

RE: THE POLICY OF UTILITY DEPOSITS
IN THE CITY OF SUGAR HILL.

I HELGA A. CONLEY, SECRETARY OF QUAD MOLD & TOOL INC. HEREBY OBJECT
TO THE UTILITY POLICY OF SUGAR HILL.

MY OBJECTION IS, THAT THE MONIES WILL BE HELD OVER A PERIOD OF THREE
YEARS, WITHOUT ANY INTEREST PAID TO THE CONSUMER.

THE FORMULATION OF UTILITY DEPOSITS SEEM OUT OF PROPORTION. ON A
DEPOSIT OF \$ 1450.00, MY LOSS WOULD BE AT A 10% INTEREST RATE OF \$479.95
FOR THREE YEARS.

WE HAVE BEEN CUSTOMERS WITH GEORGIA POWER, ATLANTA GAS AND BELL SOUTH
FOR THE LAST 8 YEARS.

I WILL ATTEND THE COUNCIL MEETING ON 5/14.90, AND I WOULD LIKE
TO VOICE MY OPINION.

HELGA A. CONLEY

Helga A. Conley
QUAD MOLD & TOOL INC.

ORDINANCE

The Council of the City of Sugar Hill, Georgia hereby ordains:

An ordinance to set a minimum schedule of deposit fees for connection to the City's gas and/or water systems replacing the ordinance dated August 8, 1988 (commercial) and motion passed May 9, 1983 (Residential).

This ordinance establishes a relationship between:

1. The size of the meter outlet or its capacity
and
2. The price of a tap-on to the city's gas and/or water system.

<u>METER SIZE</u>	<u>WATER DEPOSIT FEE</u>	<u>METER CAPACITY</u>	<u>GAS DEPOSIT FEE</u>
3/4"	\$400 50.00	275 cubic ft./hr.	\$50 100.00
1"	\$125	750 " " "	\$200
1 1/2"	\$260	1000 " " "	\$260
2"	\$315	1600 " " "	\$315
3"	\$2100		
4"	\$2225		
6"	\$3500		
8"	\$4300		

THIS ORDINANCE SHALL BECOME EFFECTIVE THE TWELFTH DAY OF JUNE 1990.
IT IS SO ORDAINED, THIS ELEVENTH DAY OF JUNE 1990.

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER
DATE: JUNE 11, 1990
SUBJECT: ANNEXATION & REZONING OF LARRY BAILEY'S PROPERTY

For your information, the P&Z Board was confronted by surrounding county residents of Mr. Bailey's property. These residents are concerned that if Mr. Bailey develops the property for medium density subdivision, that it will create two things:

- 1) Stormwater and silt added to the existing downstream lakes.
- 2) Low priced housing being built that would effect their home values.

They made reference to Princeton Oaks Subdivision house pricing and stormwater filling the lakes downstream from Princeton Oaks.

Steve Kennedy has worked very closely with the county inspection department about silt and stormwater being filtered onto their property. The county states that the city is in compliance.

Attached is a proposed protective covenants that Mr. Bailey has submitted to the city for his development.

REZONING ORDINANCE

The Council of the City of Sugar Hill, Georgia, hereby ordains:

That "the Zoning Ordinance of the City of Sugar Hill" is hereby amended by amending the official zoning map adopted by that Ordinance to classify the area described on Exhibit "A" which is attached hereto and incorporated herein by reference as Residential (RS100) on said official zoning map.

BE IT FURTHER ORDAINED that the following conditions are hereby included on the property as conditions of zoning: None.

IT IS SO ORDAINED, this 11th day of June, 1990.

Holly A. Buell
ATTEST - CITY CLERK

Greg Aggall
MAYOR

Bobbie Luce
COUNCIL MEMBER

David L. Howell
COUNCIL MEMBER

Rob B. W. [unclear]
COUNCIL MEMBER

Debbie [unclear]
COUNCIL MEMBER

Thomas [unclear]
COUNCIL MEMBER

SEAL



ORDINANCE FOR ANNEXATION

THE COUNCIL OF THE CITY OF SUGAR HILL HEREBY ORDAINS:

WHEREAS, Larry Bailey did on April 24, 1990, apply to have lands annexed into the existing corporate limits of The City of Sugar Hill, Georgia; and

WHEREAS, it appears to the governing body of the City of Sugar Hill, Georgia, that the area proposed to be annexed is contiguous to the existing corporate limits of The City of Sugar Hill, that the applicants represent not less than sixty percent (60%) of the owners and resident electors of the land area proposed to be annexed and that said application complies with the laws of the State of Georgia; and

WHEREAS, a public hearing was held on said application for annexation and on the proposed zoning of the area to be annexed on June 11, 1990; and

WHEREAS, prior to said public hearing the City of Sugar Hill, Georgia did prepare a report setting forth its plans to provide services to the area to be annexed as required by the Official Code of Georgia Annotated S36-36-25; and

WHEREAS, the governing body of the City of Sugar Hill, Georgia has determined that the annexation of the area proposed to be annexed would be in the best interests of the residents and property owners of the area proposed for annexation and of the citizens of the City of Sugar Hill, Georgia and

WHEREAS, the governing body of the City of Sugar Hill, Georgia has determined that the proper zoning classification for the area proposed to be annexed is Residential (RS-100).

BE IT, THEREFORE, ordained that the following described lands be and the same hereby are, annexed to the existing corporate limits of the City of Sugar Hill, Georgia, and the same shall hereafter constitute a part of the lands within the corporate limits of the City of Sugar Hill, Georgia, to-wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 337 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA, CONTAINING 10 ACRES AS SHOWN ON A PLAT OF SURVEY MADE BY BORDERS AND ASSOCIATES, DATED JUNE 13, 1983, RECORDED IN PLAT BOOK 22, PAGE 67, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN AND MADE A PART HEREOF FOR A MORE PARTICULAR DESCRIPTION.

THIS IS THE SAME PROPERTY OF RECORD IN DEED BOOK 4395, PAGE 217, DEED RECORDS OF GWINNETT COUNTY, GEORGIA.

SAID APPLICATION ALSO REQUESTS THAT THE PROPERTY DESCRIBED ABOVE BE ZONED MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT (RS-100).

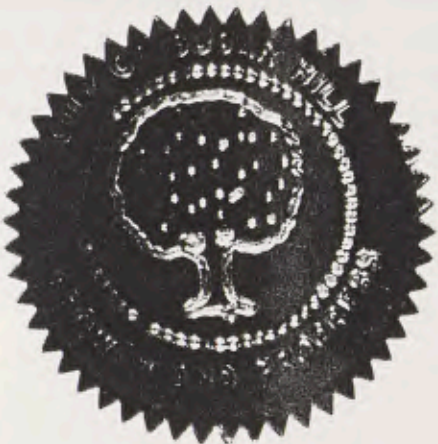
A plat of said property is attached hereto and made a part of this ordinance and incorporated herein by reference.

BE IT FURTHER ORDAINED that "The Zoning Ordinance of the City of Sugar Hill" is hereby amended by adding to the official zoning map adopted

by the Ordinance the area annexed by this Ordinance and by classifying that area as Residential (RS-100) on said official zoning map.

BE IT FURTHER ORDAINED that the Clerk of the City of Sugar Hill certigy a copy hereof and file the same with the Secretary of State for the State of Georgia, pursuant to the provisions of Official Code of Georgia, S36-36-28(a).

IT IS SO ORDAINED, this 11th day of June, 1990.



George Agard
MAYOR

Robbie Lucas
COUNCIL MEMBER

David L. Howell
COUNCIL MEMBER

Rob W. Quinn
COUNCIL MEMBER

Bobby Linder
COUNCIL MEMBER

Thomas Morris
COUNCIL MEMBER

CITY OF SUGAR HILL

M E M O

TO: MAYOR & COUNCIL

FROM: FINANCE OFFICER

SUBJECT: AUDIT RECOMMENDATION

On June 4, 1990 bid opening for the 1990 Audit was held at city hall. Refer to minutes for actual bids. Upon reviewing all bids, it is my recommendation to the Mayor & Council to appoint Mr. Rymon Wilborn as the city's auditor for the 1990 year. Mr. Wilborn performed the 1989 audit with all the requirements and in the expected amount of time. He is familiar with the city's bookkeeping system and is sufficiently qualified to handle the city's audit.

Upon reviewing the minutes, you will see that Mr. Wilborn's bid was in the range of the budgeted amount for 1990.

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER
DATE: JUNE 11, 1990
RE: SIGN AT INTERSECTION OF P.I.B. & ALTON TUCKER

I was requested by the council to obtain prices for a information sign. This sign would be located at the bottom of the now existing directional sign at P.I. B. and Alton Tucker Boulevard.

Two companies submitted prices:

Sign Shop - approximately \$1,200

Signs by Ivey - \$650.00

These costs would include installation, lettering and plexiglass over the letters.

The sign would be approximately 4½ feet by 3 feet.

Gwinnett Sanitation, Inc.

P.O. BOX 1186 • LILBURN, GEORGIA 30226-1186
921-7337

June 1, 1990

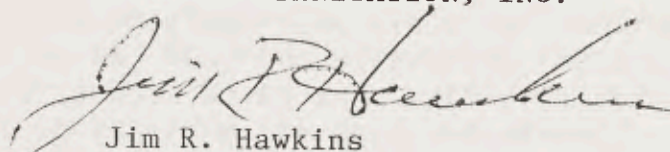
Mrs. Kathy Williamson
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518

Dear Kathy:

As July 4th falls on a Wednesday this year, we will be changing your Wednesday pick up on the 4th to Thursday, July 5th.

Sincerely,

GWINNETT SANITATION, INC.


Jim R. Hawkins
Vice President

JRH/11

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY MANAGER & BUILDING INSPECTOR
DATE: JUNE 11, 1990
SUBJECT: AMENDMENTS TO SUBDIVISION ORDINANCE

Mr. Kennedy and myself would like you to review two amendments to the existing Subdivision Ordinances. They are as follows:

- 1) To require subdivision developers to place full 80 feet radius cul-de-sacs at any dead end streets in the development. This would allow for school buses and traffic to have a safe way to have egress from the dead end street.
- 2) Underground utilities in all subdivision developments. This would provide for a neater, more attractive development.

Please review these proposals and if you have any questions, please contact me.

Atlanta Regional Commission
3715 Northside Parkway
200 Northcreek, Suite 300
Atlanta, Georgia 30327
404 364 2500 • Fax 404 364 2599

May 29, 1990



Ms. Kathy Williamson
City of Sugar Hill
4988 West Broad St.
Sugar Hill, GA 30518-5921

Dear Ms. Williamson:

The Department of Governmental Services of the Atlanta Regional Commission (ARC) is organizing classes for Level I, II, and III of the Management Development Program. The program, offered by the Carl Vinson Institute of Government, teaches basic and advanced management skills for public sector supervisors. Participants refine management skills through a three level program dealing with such topics as motivation, communication, goal-setting, conflict, organization and change, ethics and professionalism, and other vital management issues.

Levels I and II each consist of 6 days of training and Level III is a 12 day session. Personnel completing Level I will receive a Certificate of Basic Supervisory Management; Level II, a Certificate of Advanced Supervisory Management; and those individuals completing Level III will receive a Certificate of Public Management in Local Government.

Level I classes are scheduled for August 6-7; 20-21; 30-31. The 36 hour course will cost \$150.00 per participant. Minimum class size is 20 and will be filled on a first come-first served basis. ARC will arrange for a suitable centralized location which will be convenient for all those attending.

I have enclosed further information for your review, and a registration form. I encourage you to participate in this opportunity to improve the management abilities of your staff with this excellent program offered at a minimal fee. Please indicate your interest by returning the registration form to me as soon as possible.

Sincerely,

A handwritten signature in cursive script that reads 'Tony Landers'.

Tony Landers, Director
Department of Governmental Services

TL:skb
Enclosures

1990 FLEETSIDE PICKUP CHEVR
 SUMMIT WHITE GENER
 BLUE VINYL BENCH SEAT *V8G WARRE
 ORDER NO. 612Q6F/TNS STOCK NO.
 VIN 1G6 DC14 H6 LZ100487 VEHIC

MODEL & FACTORY OPTIONS	MSRP
CC10703 FLEETSIDE PICKUP	11300.00
C60 AIR CONDITIONING-FRONT	780.00
E63 FLEETSIDE BODY	N/C
GU2 REAR AXLE - 2.73 RATIO	N/C
L03 5.0 LITER EFI V8 GAS GM ENGINE PRODUCED IN U.S. OR CANADA	555.00
MX1 3-SPEED AUTOMATIC TRANSMISSION	625.00
V43 PAINTED REAR STEP BUMPER	130.00
XET FRONT TIRES P225/75R 15 STEEL BELT BLACKWALL	N/C
YET REAR TIRES P225/75R 15 STEEL BELT BLACKWALL	N/C
ZET SPARE TIRE P225/75R 15 STEEL BELT BLACKWALL	N/C
ZY1 SOLID PAINT	N/C
1SA PREFERRED EQUIPMENT GROUP P++1	N/C
24V BLUE VINYL BENCH SEAT	.00
50U SUMMIT WHITE	.00

CARGO CAPACITY : 1170



STEVE RUHL
SALES

1990 FLEETSIDE PICKUP
765 LEE ST. BUFORD GA

945-4981

Handwritten: \$12,942.00

TOTAL MODEL AND OPTIONS	12390.00
DESTINATION CHARGE	550.00
GM MARKETING ADJUSTMENT**	

Handwritten: cont. #
13212.40

TOTAL 13940.00
 THIS INVOICE MAY NOT REFLECT THE DEALER'S CURRENT VIEW OF FUTURE MANUFACTURER REBATES. ALLOW THIS MOTOR VEHICLE IS SUBJECT TO ALL RECALLS. INVOICE AMOUNT REFLECTS ALL RECALLS. SEE DEALER MARKETING ASSOCIATION.

1990 FLEETSIDE PICKUP
765 LEE ST. BUFORD GA 30518-0586

FEB
11
12
DU

ATTN Cathy Williamson

FAX 945-0281

LEEMAN BENNETT

Carl Clewton
SALESPERSON

FORD - MERCURY, INC.

EXACT ORDER DATE:

DELIVERY DATE/TIME:

INTERNAL USE WORK SHEET

STOCK NO:

VIN NUMBER:

DATE: 6/8/90

PURCHASER: Sugar Hill (City)

4988 West Broad St.

Sugar Hill

HOME PHONE:

BUSINESS PHONE: 945-6716

NEW 90 USED

YEAR

MAKE: Ford

MODEL: F-150 I-6

BODY:

COLOR:

TRIM:

EQUIPMENT:

SELLING PRICE

F-150 Heavy Bed
Levy
Automatic
P/C
AM/FM
Vinyl Seats

12769.75

TRADE ALLOWANCE

White or Red

White Personally

TRADE DIFF

CUSTOMER SERVICES

149.75

Mrs. Williamson

SALES TAX%

Thank's for letting us

SUB TOTAL

be of service to you

PAYOFF

& Sugar Hill we appreciate your business

TOTAL

TRADE IN: Regatta

PARTIAL PAYMENT

YEAR: Carl Clewton

REBATE

MAKE:

COD

MODEL:

MILEAGE:

TOTAL FIN.

CUSTOMER:

DEALERSHIP:

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



UPDATE ON GOLF COURSE

May 1990

Dear Mayor and City Council:

I am happy to report that all phases of the golf course are doing well.

1. We have begun hydro-seeding banks of fairways, ponds, etc.
2. The final lengths of storm drainage and piping from treatment plant to holding ponds is completed.
3. Irrigation system is ready for bidding.
4. The preliminary budget for the golf course will be completed the week of June 12, 1990.
5. 95% of the shaping of the golf course is complete.

If anyone has any questions concerning any aspect of the project, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bob Boltz", is written over a faint, larger version of the same signature.

Bob Boltz
Director of Golf
City of Sugar Hill, Georgia

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: DIRECTOR OF GOLF
DATE: JUNE 11, 1990
SUBJECT: REQUEST FOR 4-WHEEL DRIVE 4-DOOR TRUCK

I am requesting you to purchase a 4-wheel drive vehicle for use in conjunction with construction of the golf course. We have received five bid proposals from dealers in the area. After careful evaluation, it is my recommendation that the bid be let to Leeman Bennett Ford for the sum of \$18,668.00.

BID LIST FOR TRUCK FOR DIRECTOR OF GOLF

All of the bids are for a vehicle with the following features:

Four Wheel, Four Door Truck
All Season Tires
Air Conditioning
Automatic Overdrive
Speed Control/Tilt Wheel
Split Bench Seat (Cloth)
Rear Window Washer/Wiper/Defroster
Power Windows/Locks/Mirrors

HAYES CHRYSLER	\$ 19,045.85
JIM HARDMAN GMC	\$ 19,499.00
NASH CHEVROLET	\$ 19,450.00
LEEMAN BENNETT FORD	\$ 18,668.00
JASPER JEEP	\$ 18,169.05

All bids from the above dealers are prices for vehicles in stock.

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

4988 WEST BROAD ST. SUGAR HILL, GEORGIA 30518
(404) 945-6716



M E M O

TO: MAYOR & CITY COUNCIL
FROM: CITY CLERK
DATE: JUNE 11, 1990
SUBJECT: REQUEST FOR TYPEWRITER/WORD PROCESSOR

We currently have 2 word processors. One is on the AST computer and the other is on the Wang computer. However, on each computer system, only one person at a time can be on the word processor. This causes problems for me since I have to use a word processor almost constantly.

The Wang computer was moved into my office from the building inspection department to try to help alleviate this problem. However, a word processor is also needed in the inspection department and I need a typewriter/word processor so that I can do envelopes and labels and etc.

I have looked at several different typewriter/word processors and I am recommending that you allow me to purchase the Xerox 6240 Memorywriter (\$1,876.00). Since we are a governmental agency, we get a discount on this machine. It lists for \$2,600.00. We had the money budgeted for this year for a similar typewriter. The other bids I obtained are as follows:

XEROX 6240	\$ 1,876.00
IBM WHEELWRITER 70 SERIES	\$ 1,795.00
PANASONIC KX-E7500	\$ 1,890.00
XEROX 6045	\$ 2,195.00

This typewriter/word processor is not the cheapest you can buy, however, it is the best value for all the options it has which I need.

ORDINANCE

The Council of the City of Sugar Hill, Georgia, hereby ordains:

An ordinance which establishes minimum efficiency standards for plumbing fixtures. **TO BE KNOWN AS THE ULTRA-LOW FLOW ORDINANCE**

Section 1. Purpose.

It is the purpose of this ordinance to require the use of ultra-low-flow plumbing fixtures in all new construction, or when replacing plumbing fixtures during renovation or remodeling of existing buildings, and to require the labeling of plumbing fixtures with information regarding flow rates for the purpose of conserving water to maintain the integrity of drinking water supplies and reduce wastewater flows.

Section 2. Definitions.

- (a) "Plumbing fixtures," as referred to in this ordinance, shall mean any toilet, urinal, showerhead, bathroom, lavatory and kitchen faucet and replacement aerators.
- (b) "Toilet," as referred to in this ordinance, shall mean any fixture consisting of a water flushed bowl with a seat, used for the disposal of human waste.
- (c) "Urinal," as referred to in this ordinance, shall mean any fixture consisting of a water flushed bowl used for the disposal of human waste.
- (d) "Residential Building," as referred to in this ordinance, means any building or unit of a building intended for occupancy as a dwelling but shall not include a hotel or motel.
- (e) "Commercial Building," as referred to in this ordinance, means any type of building other than residential.

Section 3. Standards.

No plumbing fixture shall be installed which does not meet the standards listed in Section 3 (a). This includes all plumbing fixtures installed in newly constructed buildings or when replacing plumbing fixtures during remodeling or renovation existing buildings, except as noted in Section 5. The effective date of this requirement for residential buildings shall be July 1, 1991 and for commercial buildings shall be July 1, 1992.

- (a) All plumbing fixtures installed as referred to above should not exceed the following maximum water use rates:
 - 1. Toilets.....1.6 gallons per flush
 - 2. Urinals.....1.0 gallons per flush
 - 3. Showerheads.....2.5 gallons per minute
 - 4. Kitchen Faucets.....2.5 gallons per minute
 - 5. Bathroom and Lavatory Faucets..2.0 gallons per minute

- (b) The flow restriction device in a showerhead must be a permanent and an integral part of the showerhead and must not be removable to allow flow rates in excess of that stated in Section 3 (a) above.
- (c) Lavatory faucets located in restrooms intended for use by the general public shall be of the metering or self-closing type, in addition to the flow requirement listed in Section 3 (a).

Section 4. Product Labeling.

Effective July 1, 1991, all toilets, urinals, showerheads or faucets shall be clearly labeled by the manufacturer to indicate the maximum flow rate or water usage of the fixture. The water use rate of the fixture shall be certified by the manufacturer based on independent test results and using 60 psi for showerheads. The label shall be affixed to the fixture and remain there until the proper building and/or plumbing inspections have been conducted. Also, the product packaging must be clearly marked to identify water use rates when offered for retail sale.

Section 5. Exceptions.

The following fixture uses or applications shall be exempt from the standards established in Section 3.

- (a) Showers and faucets installed for safety purposes, such as emergency eye wash stations, etc.
- (b) Plumbing fixtures specifically designed for use by the physically handicapped.
- (c) Fixtures specifically designed to withstand unusual abuse or for installation in correctional institutions which may require more water for proper operation.
- (d) Instances of building renovation where significant plumbing modifications would be required to accommodate the lower flows or for specialized purposes which cannot be accommodated by existing technology. Permission for the exceptions listed here must be obtained from ~~the director of the appropriate governmental department administering these rules.~~ *THE CITY BUILDING INSPECTOR.*

Section 6. Penalties for Violation.

- (a) Any person who violates any provision of this ordinance shall be subject to a fine not to exceed five hundred dollars for each violation. Each violation shall constitute a separate offense and each day that such violation continues shall constitute a separate offense.
- (b) Any building or plumbing contractors, developers, etc., who violates the provisions of this ordinance shall be subject to suspension of their business license for a period of up to 90 days.

AND/OR BUILDING PERMIT

Section 7. Compliance and Enforcement.

In addition to the penalty provided in Section 6, (Jurisdiction) may take other actions as described below to compel compliance and may maintain an action or proceeding in any court of competent jurisdiction to compel compliance with or restrain any violation of this ordinance.

- (a) Compliance with the requirements for installation and labeling at the time of installation in Section 3 shall be determined by the ~~Director of~~ ^{CITY} Building Inspector or his ^{AUTHORIZED} agent in cases of new or replacement plumbing fixture installations and compliance shall be a condition for receipt of any occupancy permit.
- (b) ~~The appropriate water authority or water service agency~~ ^{THE CITY OF SUGAR HILL} may deny any ~~service~~ ^{WATER AND/OR SEWER} connection to an establishment which does not comply with the standards set forth in Section 3.
- (c) Compliance with the requirements in Section 4, regarding the labeling of plumbing fixtures offered for retail sale, shall be determined by the ~~Director of~~ ^{CITY} Building Inspector or his/her ^{AUTHORIZED} agent. The agency shall have access to all establishments which offer for retail sale or sell plumbing fixtures at retail for purposes of determining compliance with Section 4.

IT IS SO ORDAINED this 11th day of June, 1990.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

ATTEST:

City Clerk

ORDINANCE

The Council of the City of Sugar Hill, Georgia hereby ordains:

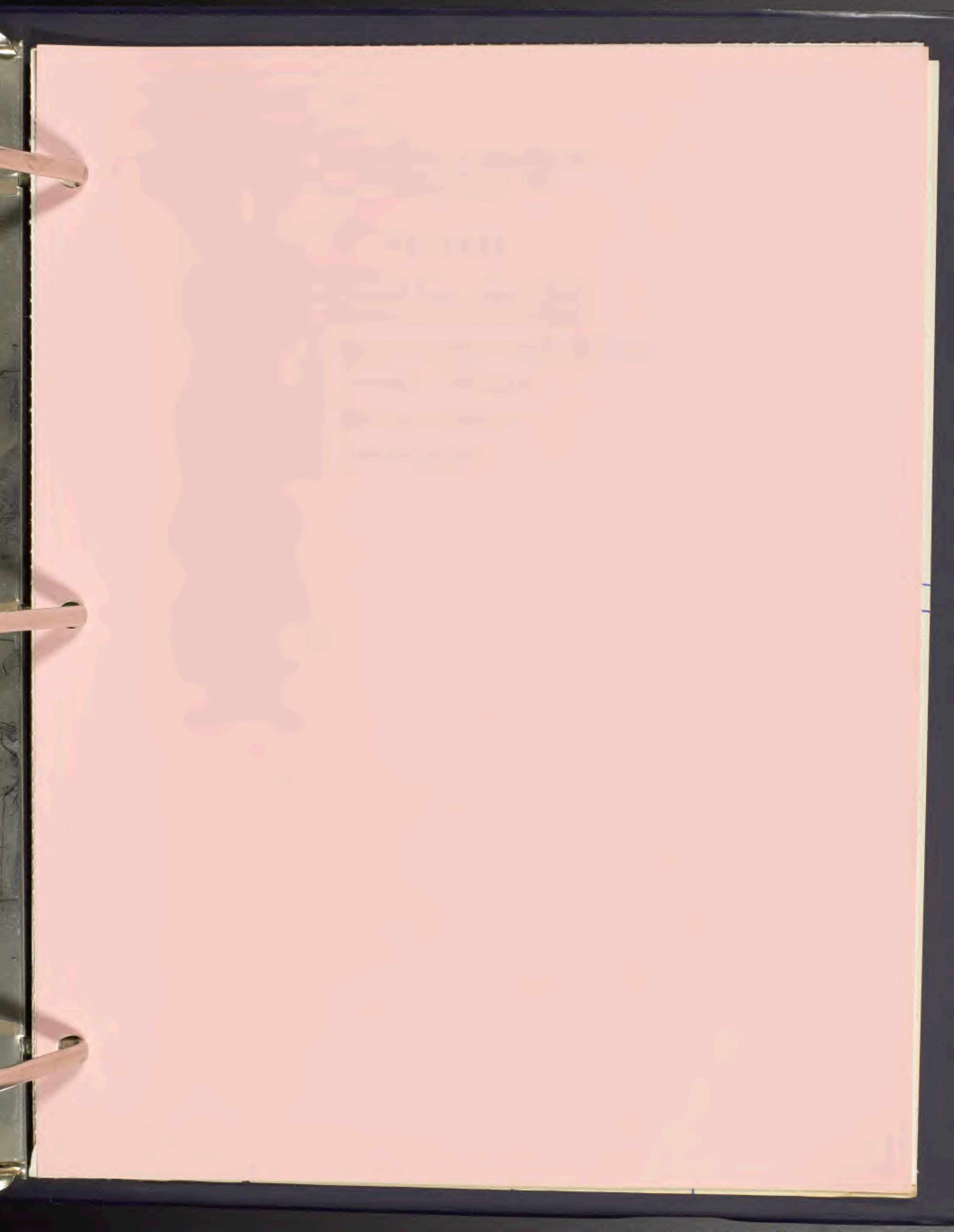
An ordinance to set a minimum schedule of deposit fees for connection to the City's gas and/or water systems replacing the ordinance dated August 8, 1988 (commercial) and motion passed May 9, 1983 (Residential).

This ordinance establishes a relationship between:

1. The size of the meter outlet or its capacity
and
2. The price of a tap-on to the city's gas and/or water system.

<u>METER SIZE</u>	<u>WATER DEPOSIT FEE</u>	<u>METER CAPACITY</u>	<u>GAS DEPOSIT FEE</u>
3/4"	\$100 ←	275 cubic ft./hr.	→ \$50
1"	\$125	750 " " "	\$200
1 1/2"	\$260	1000 " " "	\$260
2"	\$315	1600 " " "	\$315
3"	\$2100		
4"	\$2225		
6"	\$3500		
8"	\$4300		

THIS ORDINANCE SHALL BECOME EFFECTIVE THE TWELFTH DAY OF JUNE 1990.
IT IS SO ORDAINED, THIS ELEVENTH DAY OF JUNE 1990.



THE
HISTORY OF
THE
CITY OF
NEW YORK

CALLED MAYOR & COUNCIL MEETING
TUESDAY, JUNE 19, 1990
7:30 P.M.

A G E N D A

- A) Georgia Power Street Lights -
with underground utilities
- B) Vehicle for Meter Reading Department
- C) Irrigation - Bob Boltz
- D) Personnel Discussion
- E) Easement Letter

CALLED MAYOR & COUNCIL MEETING
TUESDAY, JUNE 19, 1990
7:30 P.M.

M I N U T E S

In attendance: Mayor George Haggard, Councilmembers Thomas Morris, Bobby Fowler, Bobbie Queen and Dave Hawthorne, City Manager Kathy Williamson, and Director of Golf Bob Boltz.

Meeting called to order at 7:30 p.m. by Mayor Haggard.

Georgia Power - Street Lights

Mr. Gene Ussery, Mr. Frank Free and Mr. Lee Wiggins of Georgia Power were all present. Discussion was held concerning how to handle street lights when subdivisions have underground utilities. City Manager Kathy Williamson will discuss this matter with the City Attorney to get his opinion.

Vehicle for Meter Reading Department

City Manager Kathy Williamson states that Donna Zinskie, Meter Reading Supervisor, has obtained 2 bids for a Ford Ranger and 2 bids for a Ford Festiva. Jerry Brown Chevrolet never submitted their bids in writing. Leeman Bennett Ford bid on 3 of the vehicles: 1990 Ford Ranger, Automatic 4-Cylinder with A/C and Stereo - \$8,859.00; 1990 Ford Ranger, 5-Speed Transmission, 4-Cylinder with A/C and Stereo - \$8,097.00; 1990 Ford Festiva, Automatic 4-Cylinder with Stereo & Rear Window Defroster - \$5,900.00. Arrington Blount bid \$6,560.66 for a 1990 Ford Festiva, 5-Speed with A/C. Councilmember Hawthorne moves to purchase the 1990 Ford Ranger, Automatic 4-Cylinder with A/C and Stereo for \$8,859.00 from Leeman Bennett Ford Dealership. Second to the motion by Councilmember Morris. Vote unanimous.

Irrigation System for Golf Course

Discussion was held first concerning the Golf Course and Sewer Treatment Facility Construction Budget. Director of Golf Bob Boltz states that Mr. Stanley is not consistent with his figure estimates. Mr. Boltz plans to come up with the correct figures himself. Mr. Boltz states that he needs a decision from the council whether or not to let bids for the irrigation system. Mr. Boltz recommends that we do not let bids due to the fact that it would take too long to advertise for bids, etc. and the city is behind schedule already. Councilmember Hawthorne moves to authorize the Director of Golf to make the City the contractor over the irrigation system. Second to the motion by Councilmember Fowler. Vote unanimous. Mr. Boltz states that a committee also needs to be appointed to design the clubhouse and get that project underway. Councilmember Morris moves to appoint Councilmember Queen and Councilmember Hawthorne to serve on the committee with the Director of Golf and the City Manager. Second to the motion by Councilmember Fowler. Vote unanimous.

CALLLED MAYOR & COUNCIL MEETING
TUESDAY, JUNE 19, 1990
MINUTES, CONT'D.
PAGE 2

Sewer Easements

Discussion was held concerning the route of the sewer interceptor lines for the new sewer treatment plant. Mrs. Williamson states that she needs to know how the council wants the lines to run so that the people obtaining the sewer easements can continue. Councilmember Hawthorne moves to authorize the City Manager to proceed with obtaining the sewer easements down the Richland Creek corridor as soon as the documents are available from the City Engineer. Second to the motion by Councilmember Fowler. Vote unanimous.

Councilmember Hawthorne moves to authorize Keck & Wood to proceed with the gravity flow down the Richland Creek corridor to the plant first. Decisions on the other lines will be made later as deemed appropriate by the City Council. Second to the motion by Councilmember Morris. Vote unanimous.

Councilmember Hawthorne moves to go into a closed personnel meeting. Second to the motion by Councilmember Queen. Vote unanimous.

Adjournment

Councilmember Hawthorne moves to adjourn the called meeting. Second to the motion by Councilmember Morris. Vote unanimous.

Meeting adjourned at 11:15 p.m.

Judy L. Foster

ATHW
Mrs Cathy Williamson

LEEMAN BENNETT

Coil Coleman
SALESPERSON

FORD - MERCURY, INC.

EXACT ORDER DATE:

DELIVERY DATE/TIME:

INTERNAL USE WORK SHEET

STOCK NO: _____ VIN NUMBER: _____ DATE: 6/14/90

PURCHASER: City of Sugar Hill
4988 West Beard St Sugar Hill Ga 30518

HOME PHONE: FAY 945 0281 BUSINESS PHONE: 945 6714

NEW 90 USED 90 YEAR MAKE: Ford MODEL: Ranger Custom
BODY: P/V COLOR: White or Red TRIM:

EQUIPMENT:	SELLING PRICE	
<u>A/c</u>		
<u>Auto</u>		
<u>A/M - P/M</u>		
<u>Vinyl Seat</u>		
<u>4 Cyl</u>		
	TRADE ALLOWANCE	
	TRADE DIFF	
	CUSTOMER SERVICES	149.75
	SALES TAX%	
	SUB TOTAL	
	PAYOFF	
	TOTAL	
TRADE IN:	PARTIAL PAYMENT	
YEAR:	REBATE	
MAKE:	COD	
MODEL:		
MILEAGE:	TOTAL FIN.	<u>Sugar Hill Price</u> <u>8859.00</u>

CUSTOMER: _____ DEALERSHIP: _____

LEBMAN REINNET

1200 N. WILSON AVE

STATIONARY FOR WASH STATE

XLT 9760⁰⁰

PHW
Mrs Cathy Williamson

LEEMAN BENNETT

Carl Olsson
SALESPERSON

FORD - MERCURY, INC.

EXACT ORDER DATE:

DELIVERY DATE/TIME:

INTERNAL USE WORK SHEET

STOCK NO: _____ VIN NUMBER: _____ DATE: 6/14/90

PURCHASER: City of Sugar Hill
4988 West Broad St. Sugar Hill Ga 30518
HOME PHONE: FAX 945 0281 BUSINESS PHONE: 945 6716

NEW USED 90 YEAR MAKE: Ford MODEL: Ranger Custom
BODY: P/V COLOR: White or Red TRIM:

EQUIPMENT:	SELLING PRICE	
5 Speed	A	
A/C		
AM/FM Radio		
Vinyl Seat		
4 Cyl		
	TRADE ALLOWANCE	
	TRADE DIFF	
	CUSTOMER SERVICES	149.75
	SALES TAX%	
	SUB TOTAL	
	PAYOFF	
	TOTAL	
TRADE IN:	PARTIAL PAYMENT	
YEAR:	REBATE	
MAKE:	COD	
MODEL:		
MILEAGE:	TOTAL FIN.	Sugar Hill Price 8097.00

CUSTOMER: _____ DEALERSHIP: _____

Note!

$$\begin{array}{r} 9680.90 \\ 1000.00 \\ \hline 8680.90 \end{array}$$

ATTN
Mrs. Cathy Williams

LEEMAN BENNETT

Carl Coleman
SALESPERSON

FORD - MERCURY, INC.

EXACT ORDER DATE:

DELIVERY DATE/TIME:

INTERNAL USE WORK SHEET

6/14/90

STOCK NO: 1011

VIN NUMBER:

DATE:

PURCHASER: City of Soyne Hill

4988 West Beard St, Soyne Hill, OH 30518

HOME PHONE: FAX 945 0281

BUSINESS PHONE: 945

NEW 90 USED _____ YEAR MAKE: Ford MODEL: Festiva

BODY: 2 Dr 2 seat COLOR: White TRIM:

EQUIPMENT:	SELLING PRICE	7002
Standard Transmission		
1.3 L OHC 4 cyl		
AM/FM Radio		
Rear Window Defroster		
	TRADE ALLOWANCE	
	TRADE DIFF	
	CUSTOMER SERVICES	149.75
	SALES TAX%	
	SUB TOTAL	
	PAYOFF	
	TOTAL	
TRADE IN:	PARTIAL PAYMENT	
YEAR:	REBATE	
MAKE:	COD	
MODEL:	Soyne Hill Price	5900
MILEAGE:	TOTAL FIN.	

CUSTOMER:

DEALERSHIP:

