MAYOR & COUNCIL WORK SESSION
MONDAY, DECEMBER 18, 1989
7:30 P.M.

A G E N D A

A) Sewer Easements

MAYOR & COUNCIL WORK SESSION
MONDAY, DECEMBER 18, 1989
7:30 P.M.

In attendance: Mayor Pro tem Dave Hawthorne, Councilpersons Bobbie Queen, Bobby Fowler, and Thomas Morris. Also present were City Engineer Jim Stanley and City Attorney Lee Thompson.

Work session called to order at 7:40 p.m.

Gas Authority
City Manager Kathy Williamson states that there is a shortage of gas. She states that we have been paying $4.50 per decatherm and the prices have increased to $5.75. She states that today we are alloted 1/3 of the amount of gas we requested but tomorrow we will not be alloted any extra gas at all. Mrs. Williamson states that we will begin utilizing the Peak Shaving Plant tomorrow. Mayor Pro tem Hawthorne states that we will just have to take the amount of gas that is necessary to serve the city and suffer the consequences of a fine for going over our alloted amount. He states that we have no choice.

Sewer Easements
City Manager Kathy Williamson states that she will handle the easements herself and she needs to know if the council would like to offer sewer to those people who give the city their easements, even though they are not in the city limits. City Attorney Lee Thompson states that the city cannot provide services outside the city limits without the consent of the county. Mrs. Williamson states that Ron Seibenheimer stated that he would make a recommendation to the County Commissioners and the Water & Sewer Authority to give the city permission to do so by the route of our gas system. Councilperson Morris states that we would loose leverage on annexations if we allow them to tie onto the sewer even if they are not in the city. Councilperson Queen asks if we can do this only for those property owners who give us the easements to run the sewer lines through their property. Mr. Thompson states yes, he thinks that the city could do that. Councilperson Queen asks if we can charge a higher tap on fee for those outside the city. Mr. Thompson states yes, that we are doing that now with our rates. Mr. Thompson also states that the property owners will have to pay the going rate however, whenever he chooses to tie onto the sewer system. City Engineer Jim Stanley states that the property owners want availability to tie onto city sewer if the lines will be running through their property. Mr. Stanley states that condemnation should be the very last resort. Mr. Thompson states that the city could even have the property annexed into the city by a legislative act. He states that Donn Peevy and Keith Breedlove would have to present it and the county delegation would have to approve it first. Mrs. Williamson asks if we can take legislative action for the easements only and not the entire properties. Mr. Thompson states yes, if the officials are willing to do that. Mr. Stanley recommends that the city get the agreement from the county and set a tap-on fee and rate for those property owners outside the city who have given the city easements. Mr. Thompson states that a letter of understanding is okay for now, but a specific contract needs to

be obtained as soon as possible. Councilperson Queen feels that the council should go with Mr. Stanley's recommendation. The Council agrees to give Kathy the authority to negotiate and get the agreement from the county. Mr. Thompson will draft the agreement. The Council will establish the sewer tap-on fees for those outside the city at a later date. General Concensus.

Jerry Mitchell

City Manager Kathy Williamson states that Mr. Mitchell has a violent temper and he is not the right person to handle these easements. Mrs. Williamson states that he is not happy with his job and he does not have the people skills necessary to deal with these easements. Mrs. Williamson suggests someone to manage the utilities department and assist her. No decision was made on this matter. All the council agrees that Mr. Mitchell should be terminated.

Work session adjourned at 10:15 p.m.

Judy Foster

MAYOR & COUNCIL MEETING
MONDAY, DECEMBER 11, 1989
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.

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

Old Business
A) 1990 Budget Proposal
B) Noise Ordinance
C) Sign Ordinance
D) Venita Masters - Sign Ordinance
E) Utility Deposit Ordinance
F) Alarm System for City Hall

New Business
A) Annexation Request - W. Bagley - Sycamore Road
B) Boardmember Recommendations

City Manager's Report
A) 4-Way Stop at Level Creek Road and Church Street
B) Coalition for Human Resources Development
C) Gwinnett Annual Report - Atlanta Journal

City Clerk's Report

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, DECEMBER 11, 1989
7:30 P.M.

Notice posted at 12:00 noon on Friday, December 8, 1989.

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

Meeting called to order at 7:30 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 moves to approve the minutes from last months council meeting(s). Second to the motion by Councilperson Fowler. Vote unanimous.

Planning & Zoning Board
City Manager Kathy Williamson reads the minutes from the Planning & Zoning Board Meeting last month and City Clerk Judy Foster reads the minutes from the Board of Appeals Meeting last month.

Recreation Board
Nothing to report.

Clean & Beautiful Committee
Joan Hawthorne states that the Annual Holiday Party is tomorrow night at the community center beginning at 7:00 p.m.

Budget & Finance
Councilperson Hawthorne wishes to defer his report until the proposed budget is discussed and he will give a report of the city's financial status at that time.

Mayor Haggard amends the agenda to table the discussion of the 1990 Proposed Budget until Item (C) under New Business.

Noise Ordinance
Councilperson Hawthorne and City Manager Kathy Williamson reads the Noise Ordinance as drawn up by the city attorney. Councilperson Hawthorne moves to adopt the Noise Ordinance as written. Second to the motion by Councilperson Fowler. Vote 4 for, 1 opposed - Morris. Motion carried, 4 to 1.

Sign Ordinance
City Manager Kathy Williamson states that she does not have anything for the council at this time concerning the vagueness of the Sign Ordinance for businesses, however, the Building Inspector and herself will have a recommendation for the council by the next council meeting.

Venita Masters - Sign Ordinance
Venita Masters presents a letter to the council which requests that the council modify the restrictions on real estate directional signs and allow the use of a generic sign which would reduce real estate directional signs on any given corner to only one sign. This would help them on the re-sale market and for new homes for sale in an existing subdivision. City Manager Kathy Williamson states that the city does not need the responsibility of putting out the signs and picking them up like with the other signs for new subdivisions. Councilperson Hawthorne states that our sign ordinance is less than perfect, however, this matter has come before the council several times and a conclusion has never been arrived upon. Councilperson Queen states that she feels, legally, we cannot allow them to put signs on the corner without charging them a fee since we are charging the developers a fee for signs at new subdivisions. Mrs. Masters states that they need some relief because 48% of their calls are generated by FOR SALE signs. Mrs. Masters states that it would be the real estate agents responsibility to take down the sign once it is sold, however, they would like to have them left up while they are on the market. Mayor Haggard states that he feels the council needs to assist the real estate agents any way we can. Councilperson Queen states that the council has worked long and hard to clean up the corners from signs and we would be right back where we started. Councilperson Hawthorne moves to have the city manager contact the city attorney to see if the basic proposal given by the Norton Agency is legal within the framework of our ordinances and if not what modifications will have to be done to make it legal and whether or not we jeopardize the balance of the ordinance if we give them a priviledge and not another. Second to the motion by Councilperson Davis. Vote 3 for, 1 opposed - Queen, 1 abstains - Morris. Motion carried.

Utility Deposit Ordinance
City Clerk Judy Foster reads the amendment to the Utility Deposit Ordinance which allows deposit refunds to be completed through credits on the utility billing system. Councilperson Hawthorne moves to adopt the ordinance amendment. Second to the motion by Councilperson Fowler. Vote unanimous.

Alarm System for City Hall
City Manager Kathy Williamson states that Mr. Carswell is the only company that responded to her demands on the alarm system requirements. Mrs. Williamson explains the alarm system to the council. Councilperson Queen moves to accept Option #1 for $1,840.00, plus the police monitoring system for $20.00 a month. Second to the motion by Councilperson Fowler. Vote 4 for, 1 opposed - Davis. Motion carried, 4 to 1.

Annexation Request - W. Bagley - Sycamore Road
Councilperson Hawthorne moves to annex the property off Sycamore Road, owned by William Bagley, with the zoning classification of RS-100. Second to the motion by Councilperson Queen. Vote unanimous.

Boardmember Recommendations

City Manager Kathy Williamson states that the only boardmembers whose term expires in 1990 are those that expire May 31, 1990. Mrs. Williamson asks if there is some way the council can get all boardmember terms to end December 31st of each year in order to be uniform. Councilperson Hawthorne moves to extend the boardmembers expiration dates that end May 31, 1990 until December 31, 1990, and to have the city manager and city clerk determine why they are out of sequence and to make a recommendation to the Mayor and Council to correct this. Second to the motion by Councilperson Queen. Vote unanimous.

Councilperson Hawthorne states that he has received 14 names of citizens volunteering to serve on the Betterment Committee. Councilperson Hawthorne moves to establish this committee as an ad hoc committee so that they would not require swearing in and specific terms to serve. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Hawthorne moves to make the Industrial Development Authority a inactive board at this time. Second to the motion by Councilperson Queen. Vote unanimous.

1990 Budget Proposal

Councilperson Hawthorne states that the Revenues compared to Expenses at this time is <$27,000>, however, by the end of the year, the city will be in a favorable position due to property taxes being due on the 20th of this month. Mr. Hawthorne states that there are certain actions that are required by the council for the budget, that is prepared at this time, to be valid. First of all, Gwinnett County increased the city's wholesale rate 72%, forcing the city to increase their water rates. The city would have to absorb $110,000 annually if this rate increase was not passed on to the residents, and Mr. Hawthorne states that the city is not capable of handling that increase at this time with the funds that are due for the new sewer treatment plant. Mr. Hawthorne states that, in his opinion, the citizens of the City of Sugar Hill, are paying for the water & sewer problems the county is experiencing. Mr. Hawthorne states that the city manager, a couple of the council, as well as himself, have negotiated with the county with no success. Mr. Hawthorne states that the increase is only to cover the increase the county has had and that the city has not budgeted in a greater margin of profit. Councilperson Hawthorne moves to increase the water rates from $5.63 for the first 1,000 gallons to $6.48 for the first 1,000 and for every 1,000 thereafter be increased from $2.50 to $3.35. Second to the motion by Councilperson Queen. Vote unanimous.

Councilperson Hawthorne states that the city has been absorbing $2.50 per resident and he moves to increase the sanitation fees for residents from $4.00 per month to $5.00 per month and for residents who live in apartments to be increased from $8.00 per month to $9.00 per month. Second to the motion by Councilperson Morris. Vote unanimous. Councilperson Hawthorne states that it is still more feasible to live in the city limits of Sugar Hill than the county because the overall water, sewer and garbage bill is cheaper. The city also furnishes free trash pick-up and the county does not. These rate increases will go into effect on the billing that is due January 15, 1990.

Mayor Haggard calls for a 5 minute recess.

1990 Budget Proposal - Cont'd.
Councilperson Hawthorne states that the building permits that the city has now is very cumbersome because there is so much paperwork involved and it takes up too much time. Councilperson Hawthorne moves to abandon the current building permits and to charge .17 x the total square footage of the building and no other permits (electrical, heating & air, and plumbing permits) are required to be purchased by the sub-contractor. Second to the motion by Councilperson Queen. Vote unanimous. Mr. Hawthorne states that these rates will go into effect January 1, 1990, and the Southern Building Code will still be followed as in the past.

Councilperson Hawthorne states that our business licenses have not been updated since 1977 and he moves to adopt the attached fee schedule which would cause a significant increase. Second to the motion by Councilperson Queen. Mayor Haggard states that he feels the business licenses should be used to regulate businesses and not as a tax. Vote unanimous. These fees will go into effect January 1, 1990.

Councilperson Hawthorne states that the city has been losing time and money on mobile home inspections. Councilperson Hawthorne moves to have annual inspections on mobile homes for safety reasons and charge a fee of $25.00 per inspection. Second to the motion by Councilperson Davis. Vote unanimous. This fee will go into effect January 1, 1990. The schedule to have these mobile homes inspected and billed for the inspections, will be made out by the city manager.

Councilperson Hawthorne moves to increase water tap-on fees from $600.00 to $650.00, January 1, 1990, in order to get our fees more in line with the surrounding cities. Second to the motion by Councilperson Queen. Vote unanimous.

Councilperson Hawthorne states that the total proposed budget for 1990 is a balance budget and is $3,224,458. Mr. Hawthorne goes on to explain the revenues and expenses in the entire budget. Refer to attached budget. Councilperson Hawthorne moves to adopt the 1990 budget as proposed. Second to the motion by Councilperson Queen. Vote unanimous.

Councilperson Hawthorne thanks Kathy Williamson, City Manager, and Chandra Free, Finance Officer, for their assistance in preparing the budget. Councilperson Queen thanks Mr. Hawthorne for his hard work on the project.

4-Way Stop at Level Creek Road and Church Street
City Manager Kathy Williamson states that she has sent a letter to the county concerning the 4-way stop and she has not yet heard a response back from them.

Coalition for Human Resources Development
City Manager Kathy Williamson explains that they would like financial support from the city for this project. Councilperson Hawthorne states that money was not budgeted for this expense.

Gwinnett Annual Report - Atlanta Journal
City Manager Kathy Williamson states that the Atlanta Journal is getting together an annual report on Gwinnett County and they would like to know if we want to put an ad in the report. Mrs. Williamson also states that we paid for an ad last year and it was not published. Councilperson Queen moves to deny the request for an advertisement. Second to the motion by Councilperson Morris. Vote unanimous.

Mike Jones Drainage Problem
City Manager Kathy Williamson states that she received a letter from the city engineer stating that the drainage problem is the city's responsibility because it is in the right of way. The cost to correct the problem will be $2,200 for material only, that does not include labor. Councilperson Queen asks if there are any more situations like this. Mrs. Williamson states that there is only one more situation she is aware of on Davis Street, however, that is not on the city right of way. Councilperson Queen moves to have the city manager contact the city attorney to see if indeed it is the city's responsibility to correct the problem and if we have to correct every similar problem. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Council Reports
Councilperson Hawthorne moves to increase the amount of discount, on the utility assistance program, 50% (from $24.00 to $36.00). Second to the motion by Councilperson Fowler. Vote unanimous.

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

Meeting recessed at 9:50 p.m.

Meeting called back to order at 10:50 p.m.

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

Meeting adjourned at 10:50 p.m.

Judy Foster

CITY OF SUGAR HILL
BUSINESS LICENSE FEE SCHEDULE

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

Number of Employees	Rate per Employee
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

ORDINANCE

The Council of the City of Sugar Hill hereby Ordains:

The provisions of this ordinance shall apply to the control of all sound originating within the geographical limits of the City of Sugar Hill.

Section 1. Definitions.

For the purpose of this Ordinance, the following definitions shall apply:

(a) A-Weighted Sound Pressure Level: The sound pressure level as measured with a sound level meter using the A-weighted network. The standard notation is DB(A) or dBA.

(b) Alarm: Any fire, burglary, motor vehicle or civil defense alarm, whistle or similar stationary emergency signaling device.

(c) Commercial Area: An area as defined by the City of Sugar Hill Zoning Ordinance.

(d) Construction: Any site preparation, assembly, erection, substantial repair, alteration, demolition or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

(e) Emergency: Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

(f) Emergency Vehicle: A motor vehicle belonging to a fire department or an ambulance, or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency; provided said vehicles are in use as an emergency vehicle by one authorized to use said vehicle for that purpose.

(g) Emergency Work: Any work for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

(h) Industrial Area: An area as defined by the City of Sugar Hill Zoning Ordinance.

(i) Land Use Category: The classification of an area, such as residential, multi-family dwelling, commercial, industrial, noise-sensitive area or public space, according to its use. Any area not otherwise classified shall be considered a commercial area. In case of multiple use, the more restrictive use category shall

apply.

(j) Multi-family Dwelling: A building or other shelter that has been divided into separate units to house more than one family.

(k) Noise-Sensitive Area: An area where a school, hospital, nursing home, church, court or public library is located.

(l) Person: Any individual, association, partnership or corporation, and includes any officer, employee, department, agency or instrumentality of the State of Georgia or of the United States.

(m) Powered Model Vehicle: Any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car or rocket.

(n) Public Right-of-Way: Any street, avenue, boulevard, highway, sidewalk, alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

(o) Public Space: Any real property or structures thereon owned by a governmental entity and normally accessible to the public, including but not limited to parks and other public recreational areas.

(p) Real Property Line: A line along the surface, and its vertical plane extension which separates the real property owned, rented or leased by one person from that owned, rented or leased by another person, excluding intrabuilding real property division.

(q) Residential Area: An area as defined in the City of Sugar Hill Zoning Ordinance.

(r) Sound Level: The A-weighted sound pressure level obtained by use of a sound level meter as specified in American National Standards Institute specifications for sound level meters (ANSI SI. 4-1971, as amended).

All terminology used herein and not defined shall be defined in accordance with the American National Standards Institute publication S.1.1.-1960 as revised in 1971 published by the American Standards Institute, 1930 Broadway, New York, NY 10018.

Section 2. Excessive Noise Prohibited.

No person shall make, continue or cause to be made or continued any loud, unnecessary or excessive noise which unreasonably interferes

with the comfort and repose of others within the jurisdiction of the City of Sugar Hill.

Section 3. Maximum Permissible Sound Levels.

It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which violate the provisions of this section.

(a) No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table 1 for the receiving land use category more than ten (10) percent of any measurement period, which period shall not be less than ten (10) minutes, when measured at or beyond the property boundary of the land use category from which the sound emanates; provided, however, that in the case of a multi-family dwelling land use category, the sound level shall be measured within an adjacent intrabuilding dwelling. Sound levels in excess of those established for the Land Use Districts of the City, in times herewith listed, shall constitute prima facie evidence that such sound is excessive and unnecessary noise.

(b) For any source of sound, the sound level shall not exceed the maximum permissible sound level limit set forth in Table 1 by 15dB(A) for all land use categories.

(c) Sound level measurement shall be made with a sound level meter using the A-weighting scale in accordance with the standards promulgated by the American National Standards Institute (ANSI).

(d) When a noise source can be identified and its noise measured in more than one land use district, the sound level limits of the most restrictive Land Use District shall apply.

TABLE 1

MAXIMUM PERMISSIBLE SOUND LEVELS
BY RECEIVING LAND USE CATEGORY

Land Use Category	Time	Sound Level Limit (db(a))
Residential, noise-sensitive area or public space.	7:00 AM - 10:00 PM	60
	10:00 PM - 7:00 AM	55
Multifamily dwelling	7:00 AM - 10:00 PM	50
	10:00 PM - 7:00 AM	45
Commercial	7:00 AM - 10:00 PM	65
	10:00 PM - 7:00 AM	60
Industrial	At all Times	75

Section 4. Exemptions. The following are exempt from the sound level limits of Table 1;

(a) Domestic power tools, lawn mowers and agricultural equipment, when operated with a muffler, between the hours of 7:00 AM and 10:00 PM on weekdays and 9:00 AM and 10:00 PM on weekends and holidays.

(b) Noises resulting from any authorized emergency vehicles when responding to an emergency.

(c) Any noise resulting from activities of a temporary duration, for which a special permit has been granted pursuant to this ordinance, and which conforms to the conditions and limits stated thereon.

(d) Noises from church bells and chimes.

(e) Noises from construction activity are exempt from Table 1, except that the industrial sound level limit shall apply in all land use categories.

Section 5. Specific Prohibitions. In addition to the general prohibitions set out above, the following specific acts are declared to be in violation of this Ordinance.

(a) Horns, signaling devices. The sounding of any horn or signaling device on any motor vehicle or any street or public place in the city continuously and/or incessantly for a period in excess of 60 seconds, except as a danger warning.

(b) Radios, televisions, musical instruments and similar devices.

1. The operating or playing of any radio, musical instrument or similar device which produces or reproduces sound on the public rights-of-way in such a manner as to be plainly audible to any person other than the operator of the device.

2. The operating or playing of any radio, television, phonograph, musical instrument or similar device which produces or reproduces sound in a motor vehicle or public park in a manner as to be plainly audible at a distance of 50 feet.

3. The operating or playing of any radio, television, phonograph, musical instrument or similar device which produces or reproduces sound in such a manner as to exceed the levels set forth in Table 1 for the land use category.

(c) Loudspeakers and sound amplifiers. The using or operation of any loudspeaker, loudspeaker system, sound amplifier or other similar device between the hours of 10:00 PM and 7:00 AM on weekdays, and 10:00 PM and 9:00 AM on weekends and holidays, within or adjacent to residential or noise-sensitive areas such that the sound therefrom is plainly audible across the real property line of the source; provided, however, that this shall not apply to any public performance, gathering or parade from which a permit has been obtained from the City.

(d) Animals. The owning, possessing or harboring of any animal which frequently, or for continued duration, howls, barks, meows, squawks or makes other sound which create excessive and unnecessary noise across a residential or commercial real property line or within a noise-sensitive area. For the purpose of this subsection, excessive and unnecessary noise shall mean an animal that makes such noise, bays, cries, howls or makes any other noise continuously and or incessantly for a period of 10 minutes, or barks intermittently for one-half hour or more to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property; provided, however, that a dog shall not be deemed making an excessive and unnecessary noise if, at the time the dog is barking or making any other noise; a person is trespassing or threatening to trespass upon property in or upon which the dog is situated.

(f) Construction and demolition. The operating of any equipment used in construction work within 500 ft. of any residential or noise-sensitive area between the hours of

9:00 PM and 7:00 AM on weekdays and 9:00 PM and 9:00 AM on weekends and holidays, except for emergency work.

(g) Powered model vehicles. The operating of, or permitting the operation of, powered model vehicles between the hours of 9:00 PM and 7:00 AM on weekdays and 9:00 PM and 9:00 AM on weekends and holidays.

(h) Emergency signaling devices.

1. Except in case of an emergency, the intentional sounding of any alarm between the hours of 10:00 PM and 7:00 AM.

2. The testing of any alarm for a period in excess of 60 seconds at a time.

Section 6. Violations and Penalty

Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor, and, upon conviction shall be punished for each offense according to the Codes and Ordinances of the City of Sugar Hill.

Section 7. Responsibility for Enforcement

The City Manager or his/her designee shall have the responsibility for the enforcement of this Ordinance.

Section 8. Severability

In the event that any portion of this Ordinance shall be declared in violation of any superior law or the Constitution of the United States or the State of Georgia, this Ordinance shall remain in full force and effect as if it had been written with said unlawful provision or part thereof omitted therefrom.

Section 9. Repealer

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

IT IS SO ORDAINED this 11 day of December, 1989.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Attest:

Clerk

The NORTON Agency

SERVICE
A Tradition Since 1928

DECEMBER 11,1989

TO: THE CITY OF SUGAR HILL COUNCIL

RE: REAL ESTATE DIRECTIONAL SIGNS

THE PURPOSE OF THIS LETTER IS TO REQUEST THE COUNCIL TO MODIFY RESTRICTIONS ON REAL ESTATE DIRECTIONAL SIGNS AND ALLOW THE USE OF A GENERIC SIGN WHICH WOULD REDUCE REAL ESTATE DIRECTIONAL SIGNS ON ANY GIVEN CORNER TO ONLY ONE SIGN.

THE REASON FOR REQUESTING THIS MODIFICATION IS TO ENABLE ALL REALTORS IN THE AREA TO MARKET SELLERS' HOMES PROPERLY. OUR RECENT SURVEY INDICATES THAT APPROXIMATELY 48% OF OUR CALLS ARE GENERATED BY FOR SALE SIGNS.

WE HAVE GONE FROM A SYSTEM WHERE EACH REAL ESTATE COMPANY WOULD PUT OUT THEIR SIGNS TO NO SIGNS, WHICH SEVERELY LIMITS THE MARKETING OF HOMES ESPECIALLY HOMES OFF THE MAIN STREETS. HALL COUNTY HAS ADOPTED THIS GENERIC SYSTEM.

Sincerely,

THE NORTON AGENCY

COMMERCIAL DIVISION
Hunt Tower, 200 Main Street
Gainesville, GA 30501
404/532-0022

INSURANCE DIVISION
393 Green Street
Gainesville, GA 30501
404/534-5248

NORTH CITY
2390 Thompson Bridge Rd.
Gainesville, GA 30501
404/536-1250

SOUTH HALL
Mundy Mill Rd.
Oakwood, GA 30566
404/532-6366

NORTH GWINNETT
4510 Highway 20
Buford, GA 30518
404/945-1076

FORSYTH
889 Buford Road
Cumming, GA 30130
404/887-0053

UTILITY DEPOSIT ORDINANCE

THE COUNCIL OF THE CITY OF SUGAR HILL, GEORGIA, HEREBY ORDAINS:

The purpose of this ordinance is to establish a schedule whereby utility deposits may be returned to customers who have demonstrated a satisfactory payment history.

It is also desirable that this schedule of returned deposits not have an immediate affect on the city's cash flow.

Utility Deposit Policy

That after January 1, 1987, each new utility customer who has a payment record of on-time payment for 33 out of 36 months will have his or her deposit automatically returned.

That beginning January 1, 1987, those customers who have been customers of record for three years or more and whose billing is listed under the letter A, B, M, W, X, Y, or Z will have their utility deposits returned provided they have met the payment criteria set for new customers.

That beginning January 1, 1988, those customers who have been customers of record for three years or more and whose billing is listed under the letter C, D, E, F, I, K, L, O, P, T, U, or V will have their utility deposits returned provided they have met the payment criteria set for new customers.

That beginning January 1, 1989, those customers who have been customers of record for three years or more and whose billing is listed under the letter G, H, J, N, Q, R, or S will have their utility deposits returned provided they have met the payment criteria set for new customers.

If a customer fails to meet the criteria on the date that is established for his or her refund, when that customer comes into compliance with the ordinance, he or she will be automatically refunded.

That this notice be posted each January 1 and continue to be posted for thirty (30) days.

IT IS SO ORDAINED this 10th day of November, 1986.

ORDINANCE AMENDMENT

The above ordinance dated November 10, 1986, is hereby amended.

The procedure for issuing deposit refunds will now be done by giving the customer a credit on his or her utility bill. A letter will be sent along with the utility bill explaining the procedure and to explain that the credit will show on the bill until it has expired.

THIS ORDINANCE IS HEREBY AMENDED this 11th day of December, 1989.

Judy Footer
ATTEST

George H. Haggard
MAYOR

David L. Hawes
COUNCIL MEMBER

SEAL

Bobbie Queen
COUNCIL MEMBER

Thomas C. Morris
COUNCIL MEMBER

Robert E. Fowler
COUNCIL MEMBER

Reuben G. Dorin
COUNCIL MEMBER

ELWIN D. CARSWELL
CONSULTANTS INC.

E. D. CARSWELL
President

80 Stonehedge Drive Buford, Georgia 30518 (404) 945-5093

Lanier Locksmith Quote 11/20/89

City of Sugar Hill Ga.
att; Kathy Williamson City Manager

We propose to furnish equipment and installation for a security system at Sugar Hill City Hall on North Ave Sugar Hill Ga.

A basic system of keypad operated control panel with battery back-up,inside and outside sirens. System would report on both security and fire . Keypad to be installed inside side entrance.

Option #1 Three first floor exterior doors plus P O interior door . 2 Smoke detectors, 1 each on first and second levels
4 motion detectors 3 360 degree ceiling mount covering main office, computor room, post office. 1 90 degree covering the main and right aisles

$1840.00

Option # 2 As #1 except delete motion detector for aisles

$ 1665.00

Option # 3 As #1 except delete Motion detector for aisles and switch on post office door

$ 1635.00

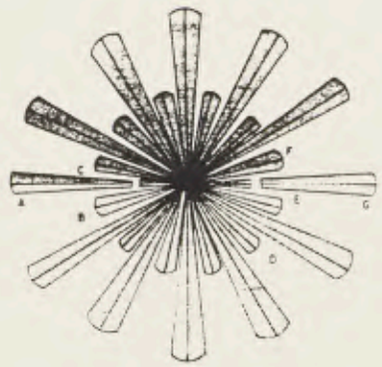
System connected to 24 hour central monitoring station via existing phone lines

$ 20.00 per month

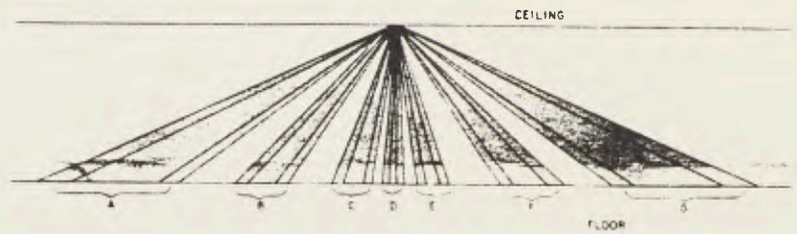
We appreciate the opportunity to offer this.

Lanier Locksmiths
E D Carswell Pres.

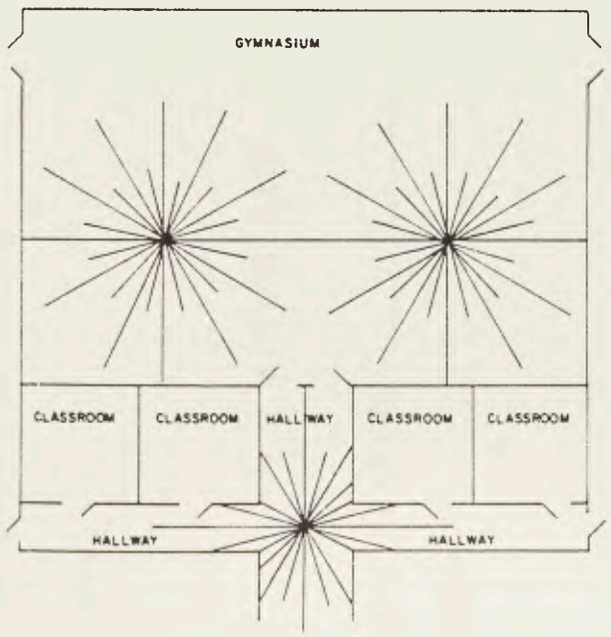
E D Carswell



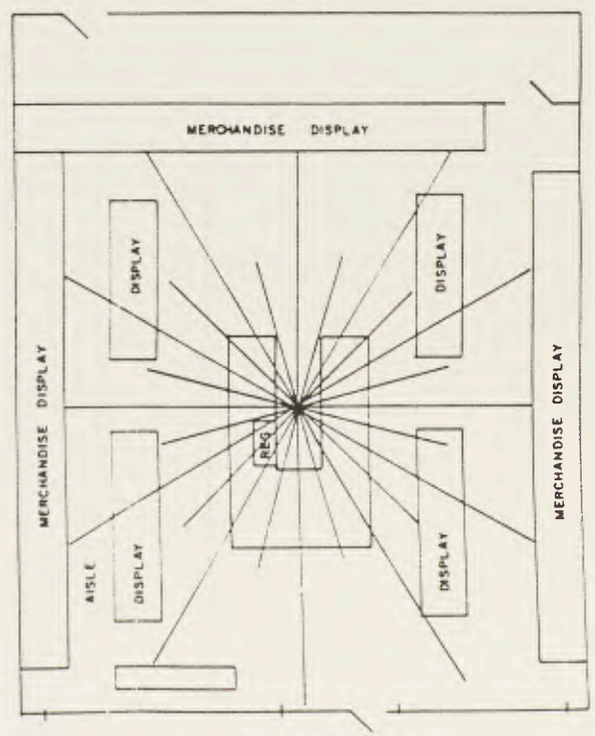
TOP VIEW OF DETECTION PATTERN



SIDE VIEW OF DETECTION PATTERN



TYPICAL APPLICATION



TYPICAL APPLICATION

NOTE: DRAWINGS NOT TO SCALE. PATTERNS ARE CENTER LINES OF ZONES ONLY

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

DATE OF P&Z MEETING November 20, 1989

COMMENTS MADE BY P&Z BOARD ON ANNEXATION:

Board moves to recommend to the Mayor & Council to annex the property into the City of Sugar Hill, with a RS-100 Zoning.

RECOMMENDATION FROM P&Z BOARD:

Same as above.

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

_____

CITY MANAGER

_____

CITY CLERK

APPLICATION FOR ANNEXATION

DATE OF APPLICATION 10-19-89

THIS ANNEXATION PETITION IS MADE PURSUANT TO THE PROVISIONS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED 36-36, ARTICLE 2, "ANNEXATION PURSUANT TO APPLICATION BY 60 PERCENT OF LANDOWNERS AND ELECTORS".

APPLICATION IS HEREBY MADE TO THE CITY OF SUGAR HILL, GEORGIA BY THE UNDERSIGNED PROPERTY OWNERS AND ELECTORS RESIDING ON PROPERTY PROPOSED FOR ANNEXATION, TO HAVE THE FOLLOWING DESCRIBED LANDS ANNEXED INTO THE CORPORATE LIMITS OF THE CITY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT(S) #12 OF THE 7TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Please See Attached

(NOTE: ATTACH A PLAT OR DRAWING ILLUSTRATING THE LAND AREA TO BE ANNEXED AND ITS RELATIONSHIP TO THE EXISTING CITY LIMITS. INCLUDE LOT NUMBER, BLOCK NUMBER, SUBDIVISION NAME, AND PLAT BOOK REFERENCE IF AVAILABLE, AND THE EXISTING ZONING CLASSIFICATION OF ADJACENT PROPERTIES WITHIN THE CITY.)

Existing Property joining, within City, Now zoned RS-100

Original

IT IS REQUESTED THAT A ZONING CLASSIFICATION OF RS-100 ( ) BE ASSIGNED TO THE PROPERTY UPON ANNEXATION. (NOTE THAT DIFFERENT CLASSIFICATIONS CAN BE REQUESTED FOR VARIOUS PORTIONS OF THE PROPERTY).

THE PROPERTY OWNER(S) INTEND TO DEVELOP AND/OR USE THE PROPERTY AS FOLLOWS:

Residential

(INCLUDE A TIMETABLE FOR DEVELOPMENT IF AVAILABLE.)

LANDOWNER

NAME (PRINTED OR TYPED) J. William Bagley (AND) Carolyn Bagley

ADDRESS 4437 Frontier Way, Sugar Hill, GA. 30518

SIGNATURE J. William Bagley - Carolyn Bagley

PHONE NUMBER - HOME 945-7557 WORK

ELECTOR

NAME (PRINTED OR TYPED)

ADDRESS

SIGNATURE

PHONE NUMBER - HOME WORK

(ADD ADDITIONAL SIGNATURE BLOCKS AS NECESSARY.)

PAGE 226

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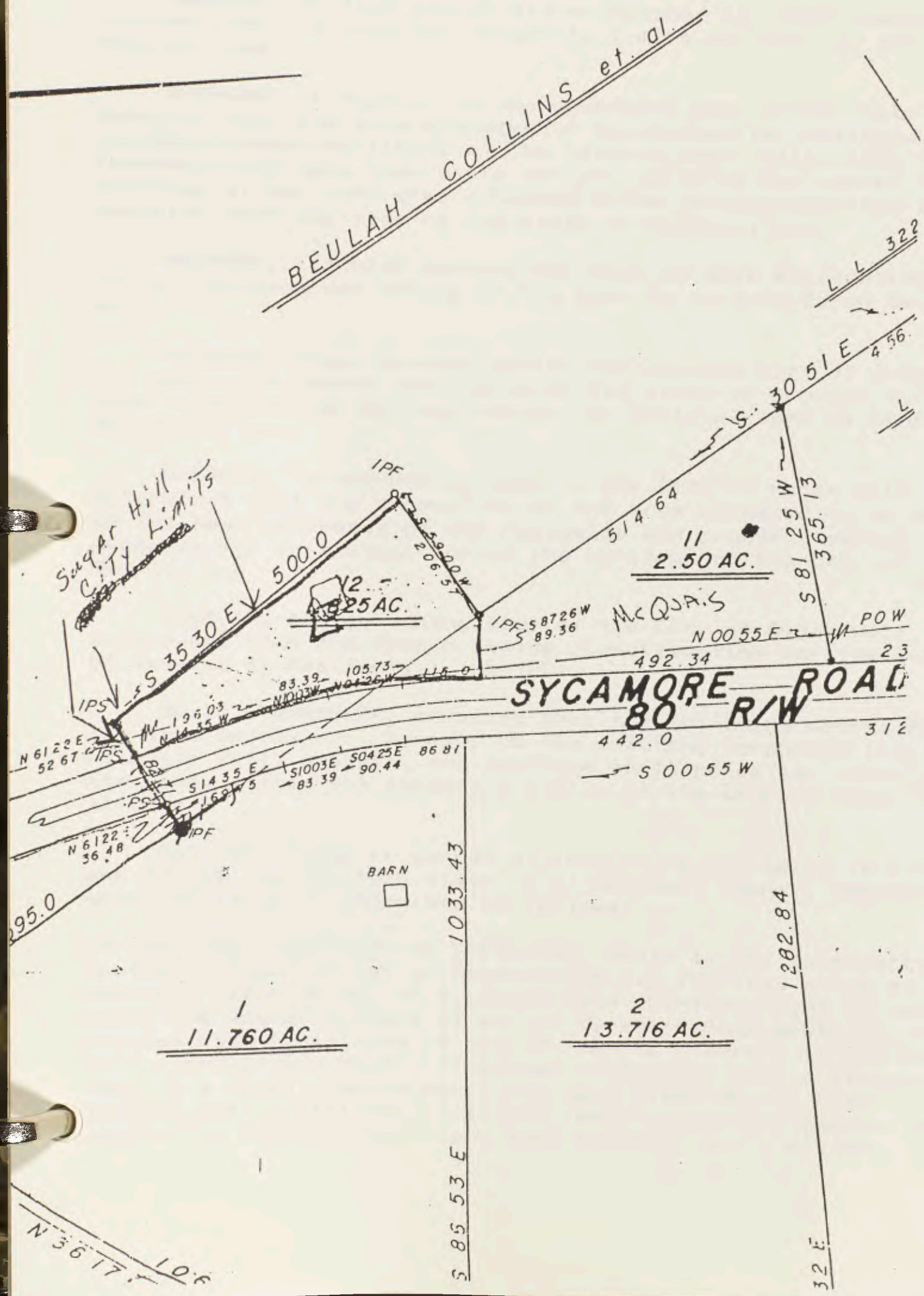
BOOK 5680 PAGE 156



ORDINANCE FOR ANNEXATION

THE COUNCIL OF THE CITY OF SUGAR HILL HEREBY ORDAINS:

WHEREAS, William Bagley did on October 19, 1989, 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 continguous 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 December 11, 1989; 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(s) 323 and 337 of the 7th land district of Gwinnett County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN at the intersection of the southerly right of way of Riverside Drive (80-foot right of way) and the westerly right of way of Sycamore Road (80-foot right of way); thence run along the westerly right of way of Sycamore Road South 13 degrees 53 minutes East a distance of 671.15 feet to a point; thence continue along said right of way South 10 degrees 49 minutes East a distance of 136.03 feet to a point; thence run along said right of way South 06 degrees 57 minutes East a distance of 100.25 feet to a point; thence run South 03 degrees 16 minutes East along said right of way a distance of 96.79 feet

to a point; thence run South 00 degrees 45 minutes East a distance of 99.15 feet to a point; thence run South 00 degrees 55 minutes West a distance of 233.47 feet to a point on the westerly right of way of Sycamore Road; thence continue along said right of way a distance of 492.34 feet to a point which point is the true point of beginning; thence run along said right of way a distance of 115.0 feet to a point; thence continue along said right of way a distance of 105.73 to a point; thence continue along said right of way a distance of 83.39 feet to a point; thence continue along said right of way a distance of 196.03 feet to a iron pin set on said right of way; thence run South 61 degrees 22 minutes East a distance of 52.67 feet to iron pin set; thence run North 35 degrees 30 minutes West a distance of 500.0 feet to a iron pin found; thence run North 59 degrees 00 minutes East a distance of 206.57 feet to a iron pin found; thence run North 87 degrees 26 minutes East a distance of 89.36 feet to a point on the Westerly right of way of Sycamore Road which point is the true point of beginning.

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 certify 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 December, 1989.

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

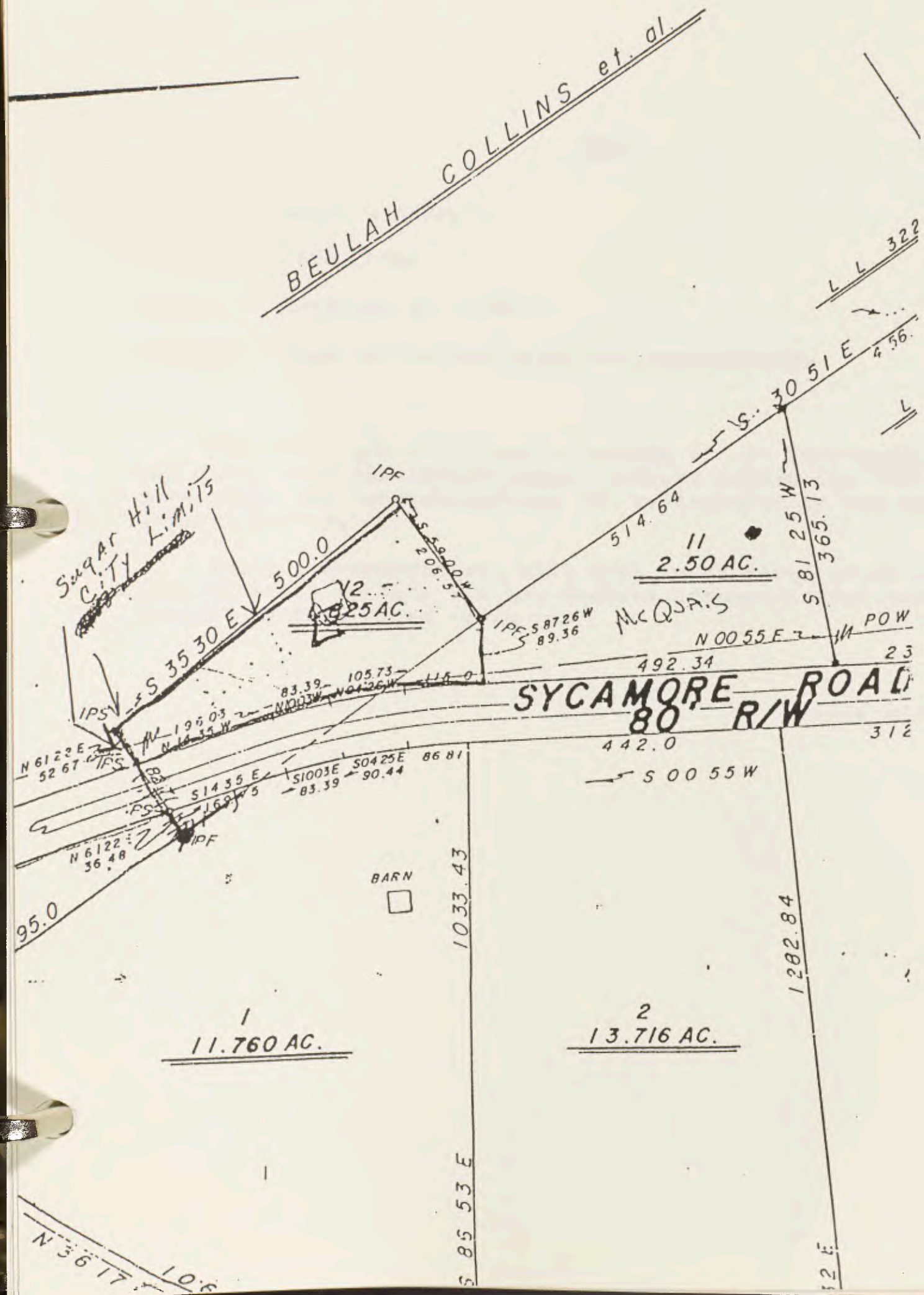
COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

PAGE 226 [redacted]

BOOK 5680 PAGE 156 [redacted]



CITY OF SUGAR HILL

COMMUNITY OF PRIDE

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

MEMO

TO: MAYOR & COUNCIL

FROM: CITY CLERK

DATE: NOVEMBER 21, 1989

SUBJECT: TERM EXPIRATION DATES FOR BOARDMEMBERS

Enclosed, you will find a listing of all boardmembers and their term expiration dates. Please review the list and have ready any recommendations for replacement by the December Council Meeting.

These recommendations will need to be voted on at that time in order to have the new members present at the January Council Meeting to be sworn in.

Thank You!

NOV

LISTING OF ALL BOARDMEMBERS AND THEIR TERM EXPIRATION DATES

Planning & Zoning Board

Bill Parker - Chairperson.....Term expires May 31, 1992
Steve Price.....Term expires May 31, 1990
Jeanne Brack.....Term expires February 13, 1992
Gary Chapman.....Term expires January 9, 1992
Keith Pugh.....Term expires May 31, 1990
Councilperson Fowler - Liason

Planning & Zoning Board of Appeals

Bill Parker - Chairperson.....Term expires January 9, 1992
Simon Johnson.....Term expires May 31, 1990
Celia Southerland.....Term expires January 9, 1992
Bob Parris.....Term expires June 5, 1992
Ed Phillips.....Term expires January 9, 1992
Councilperson Fowler - Liason

Recreation Board

Tubby Cronic - Chairperson.....Term expires January 9, 1992
Mark Woodie.....Term expires December 31, 1990
Jerry Gober.....Term expires December 31, 1990
Neil Nichols.....Term expires July 10, 1992
Brenda Puckett.....Term expires December 31, 1990
Councilperson Queen - Liason

Clean & Beautiful Committee

Joan Hawthorne.....Term expires May 31, 1992
Jerry Idler.....Term expires May 31, 1992
Barbara Hoover.....Term expires January 9, 1992
*Connie Hardee.....Term expires May 31, 1991
Sara Hutchins.....Term expires January 9, 1992
**Vicki Phillips.....Term expires January 9, 1992
Councilperson Davis - Liason

Betterment Committee

Hal Kerkoff
Larry Mays
Phyllis Grizzle
Bobbie Queen
Dave Hawthorne

Industrial Development Authority

Milton Brogdon
Joe Avery
Sidney Hayes
Alben B. Nutter
Doug Nichols
Dave Hardee
Dave Hawthorne

* This member has not been present at a single meeting for the year 1989. The Committee is adopting a new policy which states that any member that doesn't attend a meeting for 6 months shall be automatically terminated from the board.

** This member has turned in her resignation due to other committments and was accepted by the board. This seat is now vacant.

BUDGET ORDINANCE

AN ORDINANCE TO ADOPT A BUDGET FOR THE CITY OF SUGAR HILL, GEORGIA, FOR THE CALENDAR YEAR 1990.

The Council of the City of Sugar Hill, Georgia, hereby ordains that the Budget presented to it by the City Manager, a copy of which is attached hereto and made a part hereof by reference, pursuant to Section 6.33 of the Charter of the City of Sugar Hill, is hereby approved for the calendar year 1990.

It is so ordained this 11th day of December, 1989.

Judy Foster
ATTEST

George Haggard
MAYOR

David H. Howell
COUNCIL MEMBER

SEAL

Bobbie Queen
COUNCIL MEMBER

Thomas C. Morris
COUNCIL MEMBER

Robert C. Fowler
COUNCIL MEMBER

Realan G. Davis
COUNCIL MEMBER

BUDGET SUMMARY SHEET

	REVENUE	EXPENSES	VARIANCE
GENERAL FUND	$ 559,858.00	$ 1,133,583.02	$ (573,725.02)
SANITATION FUND	194,600.00	155,250.00	39,350.00
GAS FUND	1,424,000.00	951,794.20	472,205.80
WATER FUND	637,000.00	480,675.00	156,325.00
SEWER FUND	407,000.00	430,605.78	(23,605.78)
STREET & BRIDGE FUND	2,000.00	72,550.00	(70,550.00)
TOTALS	$ 3,224,458.00	$ 3,224,458.00	$ (0.00)

BUDGET FIRST DRAFT 1990

1300 GENERAL FUND REVENUE

1301	Property Tax, current year	199,200.00
1302	Property Tax, prior years	22,800.00
1303	FIFA, Penalties, Interest	200.00
1308	Intangible Tax (GC)	7,500.00
1312	Ad-Valorem Tax (GC)	32,000.00
1321	Georgia Power Franchise Tax	70,000.00
1322	Southern Bell Franchise Tax	15,000.00
1323	Cable TV Franchise Tax	6,000.00
1324	Southern R. R. Franchise Tax	700.00
1326	Insurance Premium Tax (GC)	23,908.00
1331	Real Estate Transfer Tax (GC)	6,000.00
1332	Beer & Wine Tax (Dist.)	10,000.00
1350	Business License Fees	36,500.00
1352	Rezoning & Annexation Fees	1,000.00
1354	Qualifying Fees	50.00
1356	Service Charges	1,000.00
1357	Yard Sale Permits	100.00
1358	Marshall/City Court Fines	250.00
1360	Interest Earned	3,000.00
1370	Level Creek Rent	3,000.00
1371	Highway 20 Rent	4,800.00
1374	Sale of Maps, Ordinances, etc.	350.00
1375	Sale of Assets	0.00
1376	Utility Bill Penalities	30,000.00
1380	CDBG Grants	12,500.00
1382	Misc.	1,000.00

1390 INSPECTION REVENUE

1391	Building Permits	47,700.00
1392	Mobile Home Permits	10,500.00
1396	Grading Permits	2,000.00
1397	Development Permits	3,500.00
1399	Misc.	300.00

NOV

1400 GENERAL FUND EXPENSES

1401	Salaries and Wages (Mgr./Off.)	143,547.00
1405	Bonuses	3,829.15
1406	Employer FICA	10,982.00
1408	SUTA	5,167.00
1409	Retirement	8,650.00
1410	Group Insurance	18,661.00
1412	Training and Travel	7,000.00
1420	Mayor/Council Stipends	8,100.00
1424	Registrar Service	900.00
1426	City Election	785.00
1428	Coffee and Vending Expense	750.00
1429	Mileage Allowance	400.00
1430	Vehicle #201, Rep/Main.	500.00
1431	Vehicle #201, Gas/Oil	600.00
1432	Vehicle #201 Insurance	1,980.00
1434	Data Processing Supplies	8,000.00
1436	Office Supplies	6,000.00
1438	Printing	3,000.00
1440	Postage	10,000.00
1442	City Hall Rep/Main	5,000.00
1444	Level Creek Rental, Rep/Main.	750.00
1446	Highway 20 Rental, Rep/Main.	250.00
1450	Office Equipment	3,000.00
1452	Office Equipment Rep/Main.	2,500.00
1454	Radio Equipment	200.00
1456	Radio Equipment, Rep/Main.	1,200.00
1458	Radio Transmitting Fee	500.00
1460	City Hall Utilities	6,000.00
1462	Community Center Utilities	1,000.00
1464	Audit	9,000.00
1466	Attorney Fees	12,500.00
1468	Legal Advertising	500.00
1470	Consultant Fees	7,500.00
1472	Property & Liability Insurance	17,300.00
1474	Workers Compensation Insurance	26,000.00
1476	Bonding/Liablity Council/Staff	250.00
1477	Shortage/Overage	0.00
1478	Bank Charges	250.00
1480	Betterment Committee	1,000.00
1482	Sugar Hill Festival	1,000.00
1484	Clean & Beautiful	1,000.00
1486	CBDG Grant Expense	12,500.00
1488	City Park Funding	25,000.00
1490	Prison Guard	20,000.00
1492	Prison Detail/Equipment, Tools, Supplies	2,000.00
1494	Prison Detail/Equipment Rep/Main.	1,500.00
1500	Vehicle #207 Prison Bus Rep/Main.	2,000.00
1501	Vehicle #207 Prison Bus Gas/Oil	1,500.00
1502	Vehicle #207 Prison Bus Insurance	2,500.00
1525	Misc.	5,000.00
1550	Transfer to Surplus Account	646,334.37

NOV

1550 INSPECTION EXPENSES

1551	Salaries and Wages	55,832.00
1555	Bonuses	1,369.50
1556	Employer FICA	4,272.00
1558	SUTA	2,010.00
1559	Retirement	3,350.00
1560	Group Insurance	7,258.00
1562	Inspection Supplies	1,000.00
1570	Vehicle #211 Rep/Main.	500.00
1571	Vehicle #211 Gas/Oil	750.00
1572	Vehicle #211 Insurance	1,800.00
1580	Vehicle #214 Rep/Main.	500.00
1581	Vehicle #214 Gas/Oil	500.00
1582	Vehicle #214 Insurance	650.00
1590	Inspection Misc.	500.00

2300	SANITATION REVENUE	
2301	Sanitation Revenue	147,500.00
2316	Tipping Fees	25,000.00
2318	Lease Payment	22,000.00
2325	Misc.	100.00
2400	SANITATION EXPENSE	
2445	Subsidy	17,500.00
2450	Commercial	55,000.00
2455	Multi-Family	11,000.00
2460	Residential	65,000.00
2470	Vehicle #204, Rep/Main	1,000.00
2471	Vehicle #204, Gas/Oil	500.00
2472	Vehicle #204, Insurance	2,500.00
2480	Vehicle #218, Rep/Main	500.00
2481	Vehicle #218, Gas/Oil	250.00
2482	Vehicle #218, Insurance	1,000.00
2915	Misc.	1,000.00

3300	GAS DEPARTMENT REVENUES	
3301	Gas Sales Revenue	1,380,000.00
3304	Gas Tap-on Fees	30,000.00
3305	Gas Meter Sales	12,000.00
3308	Extended Gas Lines	1,000.00
3310	Cut Line Penality	500.00
3320	Misc.	500.00
3400	GAS DEPARTMENT EXPENSES	
3401	Salaries/Wages	91,509.00
3402	Overtime Pay	3,500.00
3405	Bonuses	2,004.20
3406	Employer FICA	7,000.00
3408	SUTA	3,295.00
3409	Retirement	5,490.00
3410	Group Insurance	11,896.00
3411	Uniforms	500.00
3420	Travel and Training	4,500.00
3421	Drug Testing	2,000.00
3430	Natural Gas	690,000.00
3435	Propane	35,000.00
3436	Peak Sahving Plant, Rep/Main./Labor	2,000.00
3438	Utility Barn, Rep/Main./Utilities	500.00
3440	Liablity and Property Insurance	12,050.00
3450	Gas Meter Purchase	12,000.00
3452	Pipe and Fittings	20,000.00
3454	Supplies	3,000.00
3456	Equipment Purchase	2,000.00
3458	Equipment Rep/Main.	5,000.00
3460	Tool Rental	1,000.00
3470	Tranco Meter Phone	400.00
3471	Gas Authority Meter Fee	16,000.00
3473	Consultant, Grey	3,600.00
3475	Radio Transmitting Fee	500.00
3477	Cathodic Protection Contract Service	2,500.00
3479	Gas Leak Contract Service	5,000.00
3490	Other Contract Service	1,200.00
3500	Vehicle #202, Rep/Main.	500.00
3501	Vehicle #202 Gas/Oil	450.00
3502	Vehicle #202, Insurance	2,000.00
3510	Vehicle #205, Rep/Main.	500.00
3511	Vehicle #205, Gas/Oil	700.00
3512	Vehicle #205, Insurance	2,000.00
3520	Ground Bed Main/Utilities	
3521	#1 Davis Street	500.00
3522	#2 Whitehead	350.00
3523	#3 Price Road	350.00
3600	Capital Contingency	0.00
3700	Misc.	1,000.00

NOV

4300 WATER DEPARTMENT REVENUE

4301	Water Sales	525,000.00
4305	Water Tap-On Fees	97,750.00
4310	Water Meter Sales	8,500.00
4315	Water Backflow Fees	4,250.00
4320	Cut-line Penality	1,000.00
4325	Misc.	500.00

NOV

4400 WATER DEPARTMENT EXPENSES

4401	Salaries/Wages	82,773.00
4402	Overtime Pay	3,500.00
4405	Bonuses	660.00
4406	Employer FICA	6,335.00
4408	SUTA	2,980.00
4409	Retirement	4,966.00
4410	Group Insurance	10,761.00
4411	Uniforms	500.00
4420	Travel/Training	2,000.00
4422	Water Meter Purchases	8,500.00
4424	Backflow Prevention Purchase	4,250.00
4431	G.C. Water Meter #1 Water Tanks	250,000.00
4432	G.C. Water Meter #2 P.I.B.	3,300.00
4433	G.C. Water Meter #3 Davis St.	150.00
4434	G.C. Water Meter #4 Whitehead Rd.	5,500.00
4435	G.C. Water Meter #5 Hilltop	2,400.00
4436	G.C. Water Meter #6 Pinedale	5,400.00
4437	G.C. Water Meter #7 West Price Hills	12,200.00
4438	G.C. Water Meter #8 Buford Highway	1,850.00
4444	Radio Transmitting Fee	500.00
4445	Equipment Purchases	2,000.00
4447	Equipment, Rep/Main.	5,000.00
4449	Tool Rental	1,000.00
4450	Pipe and Fittings	20,000.00
4452	Water Tank, Rep/Main.	5,000.00
4453	PIB Pump Sta. Rep/Main.	1,000.00
4454	Contract Services	2,000.00
4560	1974 G.O. Bond Principle (50%)	10,000.00
4561	1974 G.O. Bond Interest (50%)	10,000.00
4562	1974 G.O. Bond Agent Fee (50%)	50.00
4566	Consulting Fees	1,000.00
4570	Vehicle #203, Rep/Main.	500.00
4571	Vehcile #203, Gas/Oil	500.00
4572	Vehicle #203 Insurance	2,500.00
4575	Vehcile #209 Rep/Main.	1,000.00
4576	Vehicle #209 Gas/Oil	700.00
4577	Vehicle #209 Insurance	2,000.00
4580	Vehicle #212 Rep/Main.	500.00
4581	Vehicle #212 Gas/Oil	700.00
4582	Vehicle #212 Insurance	2,000.00
4585	Vehicle #216 Rep/Main.	1,000.00
4586	Vehicle #216 Gas/Oil	700.00
4587	Vehilce #216 Insurance	2,000.00
4590	Misc.	1,000.00

4600	SEWER DEPARTMENT REVENUE	
4601	Sewer Revenue	150,000.00
4603	Sewer Tap-on Fees	255,000.00
4605	Sewer Inspection Fee	1,000.00
4607	Misc.	1,000.00
4650	SEWER DEPARTMENT EXPENSES	
4651	Salaries/Wages	61,749.00
4652	Overtime Pay	4,000.00
4655	Bonuses	1,176.75
4656	Employer FICA	4,703.00
4658	SUTA	2,215.00
4659	Retirement	3,688.00
4660	Group Insurance	8,030.00
4661	Uniforms	300.00
4670	Travel and Training	1,500.00
4672	Equipment Purchases	1,000.00
4674	Equipment Rep/Main.	1,000.00
4676	Pipe and Fittings	5,000.00
4677	Supplies	2,000.00
4680	SOUTHSIDE PLANT EXPENSES	
4681	Treatment Fees	57,000.00
4683	Plant Equipment	5,000.00
4685	Plant Equipment Rep/Main.	5,000.00
4687	Plant Supplies	2,000.00
4688	Plant Vehicle/Oper.Expenses	3,000.00
4689	Plant Vehicle, Rep/Main.	1,000.00
4691	Sludge Disposal Expenses	5,000.00
4693	Other	1,000.00
4700	LIFTSTATION EXPENSES	
4701	Station #1 Utilities Rep/Main.	1,000.00
4702	Station #2	1,000.00
4703	Station #3	1,000.00
4704	Station #4	6,000.00
4705	Station #5	2,250.00
4706	Station #6	5,250.00
4707	Station #7	1,200.00
4708	Station #8	1,500.00
4709	Station #9	1,500.00
4710	Station #10	500.00
4711	Station #11	1,700.00
4712	Station #12	1,200.00
4713	Station #13	2,500.00
4714	Station #14	1,500.00
4715	Station #15	500.00
4716	Station #16	500.00

NOV

4717	Station #17	500.00
4718	Station #18	1,500.00
4719	Station #19	1,000.00
4720	Station #20	100.00
4740	Liftstation Supplies	2,400.00
4741	Liftstation Alarm System Expenses	250.00
4745	Liftstation Misc.	1,000.00
4750	1974 G.O. Bond, Principle (50%)	10,000.00
4751	1974 G.O. Bond, Interest (50%)	10,000.00
4752	1974 G.O. Bond, Agent Fee (50%)	50.00
4770	Transfer 80% Tap-on to Surplus	204,000.00

5300	STREET AND BRIDGE REVENUE	
5301	1965 State Grant	0.00
5302	1967 State Grant	0.00
5305	Subdivision Sign Permits	1,250.00
5306	Subdivision Sign Revenue	750.00
5400	STREET AND BRIDGE EXPENSES	
5401	Street Patching	20,000.00
5403	Gravel	4,000.00
5405	Street Signs and Posts	1,800.00
5407	Street Lights	28,000.00
5409	Traffic Lights	12,000.00
5420	Equipment Purchases	4,000.00
5422	Equipment Rep/Main.	1,000.00
5424	Supplies	500.00
5430	Subdivision Signs	750.00
5435	Contract Services	0.00
5440	Capital Contingency	0.00
5449	Misc.	500.00

COMPARISON OF FEES
December 5, 1989

	CITY OF BUFORD	CITY OF SUWANEE	CITY OF LAWRENCEVILLE	GWINNETT COUNTY	CITY OF SUGAR HILL
SEWER MONTHLY FEES	1/2 Water Bill Minimum $2.50 (Water Rate - First 4,000 Gal. $5.00 - $1.00/ per 1,000 thereafter)	-0-	Minimum $6.25 for first 3,000 Gallons of Water $2.00/per M Thereafter	$2.00 per 1,000 Gallons	$1.20 + $1.10 per 1,000 Gallons
SEWER TAP-ON FEES	Residential $1200.00	-0-	Residential $725.00	Residential $725.00	Residential $1500.00
BUSINESS LICENSE FEES	$25.00 for first 5 Employees - $5.00 each Employee thereafter	Attached Schedule	Attached Schedule	Attached Schedule	Attached Schedule
SANITATION RESIDENTIAL	Residential $2.00 Monthly	-0-	Residential $6.00 Senior Citizens $2.50	Residential $16.00 Monthly	Residential $4.00 Monthly
WATER TAP-ON FEES	3/4" Meter $600.00	-0-	3/4" Meter $540.00	3/4" Meter $1325.00	3/4" Meter $600.00
MOBILE HOME INSPECTION FEES	$75.00	$25.00	$25.00 Minimum	$25.00 Safety $75.00 New	$100 New $10.00 Rental

* ALL PERMITS ARE ONE FEE AT SUWANEE
** LAWRENCEVILLE AND GWINNETT COUNTY ADVISED THAT THEY HAD CHARTS TO GO BY BUT WOULD NOT GIVE INFORMATION ON THE CHART, HOWEVER, ON THE EXAMPLE PAGE GWINNETT COUNTY AND LAWRENCEVILLE BOTH GAVE AN EXAMPLE BASED ON 1500 SQ. FT. SEE EXAMPLE PAGE

CONSTRUCTION FEES

	CITY OF BUFORD	CITY OF SUWANEE	CITY OF LAWRENCEVILLE	GWINNETT COUNTY	CITY OF SUGAR HILL (CURRENT)	CITY OF SUGAR HILL (PROPOSED)
BUILDING PERMIT FEES	.25 x Sq. Ft. ÷ x 2	$39.36 x Sq. Ft. x .005 + $20 Const. Fee	Sq. Ft. x .104	Sq. Ft. x .18 + $25 Const. Fee	$5.00/per 100 Sq. Ft.	Sq. Ft. x .17
ELECTRICAL PERMIT FEES	$25.00	-0-	Included in Building Permit	$25.00	Attached- Est. $21.50	-0-
PLUMBING PERMIT	$25.00	-0-	Included In Building Permit	$25.00	Attached - Estimated $30.00	-0-
HVAC PERMIT FEES	$25.00	-0-	Included In Building Permit	$25.00	Attached - Estimated 14.00	
	$262.50	$315.20		$295.00	$140.50	$255.00

EXAMPLES

	CITY OF BUFORD	CITY OF SUWANEE	CITY OF LAWRENCEVILLE	GWINNETT COUNTY	CITY OF SUGAR HILL
BUSINESS LICENSES (Based on Cabinet Shop with 100 Employees)		$1,000.00		$1,150.00	$650.00
BUILDING PERMIT (Based on House with 1500 Sq. Ft.)	$262.50 Including C.O.	$315.20 Including C. O.	$156.50	$270.00 + $25.00 For C. O. ($295.00)	$140.50 Including C. O.
SEWER MONTHLY FEES (6,000 Gallons Of Water)	$7.00 Monthly	-0-	$12.25	$12.00	$7.10
SANITATION FEES	$2.00 Monthly	-0- No Service	$6.00 Monthly	$16.00 (Individual)	$4.00

AON

CITY OF LAWRENCEVILLE BUSINESS LICENSES

PROFESSIONAL FEE	-	$75.00
BUSINESS LICENSE FEE	-	$25.00 Plus $5.00 For Each Additional Employee Over 5
CONTRACTOR	-	$50.00

GWINNETT COUNTY HANDBOOK
Business and Professional Occupation Tax Ordinance And Fee Basis

Adopted and Enacted By
Board of Commissioners of Gwinnett County
Revised November 1, 1988

GWINNETT COUNTY BUSINESS LICENSE

Fee Schedule

Type A: Non-Manufacturers

Base Fee	$50.00	
Per Employee	$ 5.00	
Gross Receipts %	.0005	(Renewals)

Type B: Manufacturers

Base Fee	$150.00
Per Employee -	

# of Employees	Rate per Employee
1 - 10	$15
11 - 25	14
26 - 50	12
51 - 100	10
101 - 200	8
201 - 500	7
501 - 1000	6
1001 - 2000	5
2001 & over	4

Type C:	Class 1.	Passenger Carrying Vehicles	$50.00 each
	Class 2.	Game Devices	$25.00 each
	Class 3.	Pool Rooms	$100.00
	Class 4.	Professionals	$200.00

Maximum Fee: $25,000

P.O. BOX 58
323 U.S. Hwy. 23

CITY OF SUWANEE

SUWANEE, GEORGIA 30174
PHONE (404) 945-8996

EFFECTIVE JANUARY 1, 1989
CITY OF SUWANEE
BUSINESS LICENSE FEE SCHEDULE

MANUFACTURERS- Base fee of $100 plus per employee fee

Number of Employees	Rate per Employee
1 - 5	$7
6 -10	14
11 -25	12
26 -50	11
51 -100	9
101 -200	8
201 -500	7
501 -1000	6
1001 -2000	5
2001 - over	4

NON MANUFACTURERS- Base fee of $35.00
Per Employee fee 2 - 5 $4.00per
6 & up $5.00per

Gross receipts percentage- .0004

PEDDLERS- $35.00 per day

INSURANCE OFFICE- $125

PROFESSIONALS-$150 each

PASSENGER CARRYING VECHICLES- $50 each vechicle

GAME DEVICES-$25 each

POOL ROOMS(if allowed) $100 plus $25 per table

REAL ESTATE COMPANIES/BROKERS/SALES

1 - 3 Agents	$150 includes Broker
4 - 6 Agents	$300
7 - 10 Agents	$500
11 & up	$800

MAXIMUM FEE $25,000

PRO RATE QUARTERLY April/ July/ October

Info was collected from Gw. Co. Bld. dept.

AS OF JANUARY 1, 1989 COUNTY WILL USE THIS FORMULA TO CALCULATE RESIDENTIAL BUILDING PERMITS :

39.36 (County uses this fig.)

39.36x (multiplies sel fig
1,500.00= by # of sq. ft)
59,040.00 total cost of house

59,040.00x (approx cost of house
.005= is mul. X .005) and c/o is added to this figure

295.20 + 25.00 C/O = 320.20

FOR CITY USE ONLY

PLEASE RETURN ALL COPIES TO

MUNICIPAL - GWINNETT COUNTY
BUSINESS LICENSE TAX DEPT.

PERMIT NO. _____

S.I.C. NO. _____

G.M.D. NO. _____

FEE _____

DATE _____

MAILING ADDRESS	BUSINESS NAME & LOCATION IF DIFFERENT FROM MAILING ADDRESS		
BUSINESS NAME	TELEPHONE	FED. ID NO.	DATE BUSINESS ESTABLISHED
IN CARE OF	BUSINESS NAME		
STREET OR P.O. BOX	STREET OR P.O. BOX		
CITY, STATE & ZIP	CITY, STATE & ZIP		

USE THIS LINE FOR ANY CHANGE OF PRE-PRINTED INFORMATION

CITY LIMITS OF _____ YES - NO BUSINESS IN RESIDENCE _____ INVENTORY JAN 1 OR OPENING DATE FREEPORT AND CONSIGNED NOT EXEMPTED _____ NO. SQ. FT. _____ NO. EMPLY. _____

DESCRIBE NATURE OF BUSINESS -

ALL APPLICANTS REVIEW THE FOLLOWING BUSINESS CLASSES AND CIRCLE THE BUSINESS WHICH MOST CLOSELY RESEMBLES YOUR BUSINESS AND SUPPLY INFORMATION REQUESTED OF EACH CATEGORY. IF YOUR TYPE BUSINESS IS NOT SHOWN BELOW, COMPLETE ONLY THE TOP PORTION OF THIS FORM.

CIRCLE ONE	CORPORATION	SOLE OWNERSHIP	PARTNERSHIP

LIST NAMES & ADDRESSES OF OWNERS IF BUSINESS IS SOLE OWNERSHIP OR PARTNERSHIP _____

FOR THE FOLLOWING BUSINESSES INDICATE VALUE OF STOCK AND EQUIP. AS OF JAN. 1 CURRENT YEAR.

VALUE $

1. AMUSEMENT PARKS
2. LAUNDRIES
3. RESTAURANTS
4. HEALTH SPA, FITNESS CENTER

FOR THE FOLLOWING BUSINESSES INDICATE THE NUMBER OF TRUCKS OPERATING IN GWINNETT COUNTY

1. BAKERIES - _____
2. CATERERS - _____
3. CIGARS & CIGARETTES - _____
4. DELIVERY SERVICE - _____
5. SOFT DRINKS - _____
6. GARBAGE COLLECTION - _____
7. GROCERIES - _____
8. MEAT - _____
9. DAIRY PRODUCTS - _____
10. MOVERS & HAULERS - _____
11. PETROLEUM PRODUCTS - _____
12. TRUCKS FOR HIRE - _____
13. CONCRETE - READY MIX -

FOR THE FOLLOWING BUSINESSES INDICATAE NUMBER OF ITEMS REQUESTED.

1. BOWLING ALLEY _____ (NUMBER OF LANES)
2. GAME MACHINES _____ (NO. OF)
3. MOTELS _____ (NO. RENTAL RMS-W/WO RESTAURANT)
4. LAUNDRY MACHINES _____ (COIN OPERATED)
5. MOBILE HOME PARKS _____ (NO. PADS-W/WO POOL)
6. SERVICE STATION (NO. PUMPS _____ FULL SERVICE _____ SELF SERV _____)
7. APARTMENTS _____ (NO. UNITS-W/WO POOL)
8. DUPLEXES _____ (NO. UNITS)
9. CAR LEASING OR RENTAL _____ (NO. OF CARS)
10. BARBER & BEAUTY SHOPS _____ (NO. OF CHAIRS)

11. SCHOOLS
    PRIVATE _____
    DAY CARE _____
    KINDERGARTEN _____
    (NO. OF STUDENTS)
12. FOOD, SANDWICHES, SOFT DRINKS, ICE CREAM, ETC. SERVED FROM VEHICLES _____ (NO. OF TRUCKS)
13. Gross income for previous year.

MANUFACTURERS (ALL) INDICATE SQ. FT. USED FOR STORAGE OF RAW MATERIAL _____

DATE _____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

_____ SIGNATURE OF APPLICANT

_____ WITNESS

OFFICE COPY

NOV

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,

Kathy Williamson

Kathy Williamson
City Manager
City of Sugar Hill

rf/KW

GWINNETT
COUNTY
COALITION
FOR HUMAN
RESOURCE
DEVELOPMENT

November 22, 1989

Hon. George Haggard, Mayor
City of Sugar Hill
P.O. Box 489
Buford, GA 30518

Dear Mayor Haggard:

As you know, the Coalition for Human Resource Development was privileged last month to make a presentation to the Municipal Association on our work to construct a comprehensive human service needs assessment for Gwinnett County and its municipalities. The interest and support of the members has been most encouraging since that time, particularly that of your President, Calvin Fitchett.

I am pleased to report that Lilburn has come on board as the first city in Gwinnett to lend its financial support of the study, at the $2,500.00 level. Our goal at the Coalition is to raise a minimum of $20,000.00 from the cities in the county, because the results of the needs assessment will have major impact on service delivery not only at the county and non-profit level, but most certainly at the municipal level, also. Each city has its own point of view as pertains to service delivery and need, and each city must participate with an "ownership" position if it is to have the best possible input.

Every day, state, county, municipal, private and non-profit agencies make decisions affecting thousands of people in need. Yet no one can identify how much is spent, who is delivering what services, how much overlap there is in services between agencies, or even how well most agencies are doing in meeting designated needs. In fact, there is no clear understanding in Gwinnett or even in Metro Atlanta of what the real needs are, where the gaps in services may be, or what needs must be planned for in the short-term future. What we do know is that we will spend millions of government and private dollars this year in helping the

318 W. Pike Street, Lawrenceville, GA 30245 (404) 962-3974

needy, even though we don't know how efficiently those dollars are being spent.

This is why the Coalition was formed, and why we have raised over $100,000.00 in a short period of time to fund this landmark needs assessment. As letters in the back of the attached proposal indicate, our effort is receiving the strong support of major Metro area interests, primarily because we will be a model for efforts other than Gwinnett in this area.

Gwinnett is leading the way, once again, in the Metro area, and this time on the most important area of interest around -- meeting the human needs of our community in the most effective ways possible. We hope that you and your fellow council members in Sugar Hill will give careful consideration to our request for a $2,500.00 grant to the Coalition's needs assessment project. Combined with the support of your fellow municipalities, your support will ensure that the cities in Gwinnett will have a partnership role in helping guide the human service planning of our county community.

Thank you for your consideration.

Warm regards.

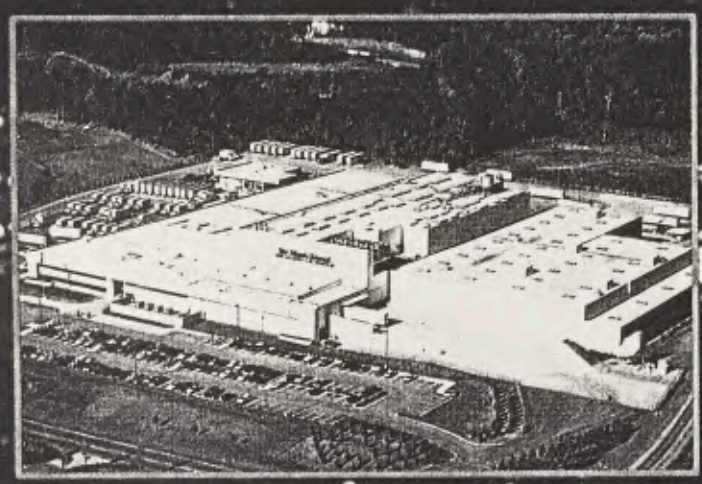
Sincerely,

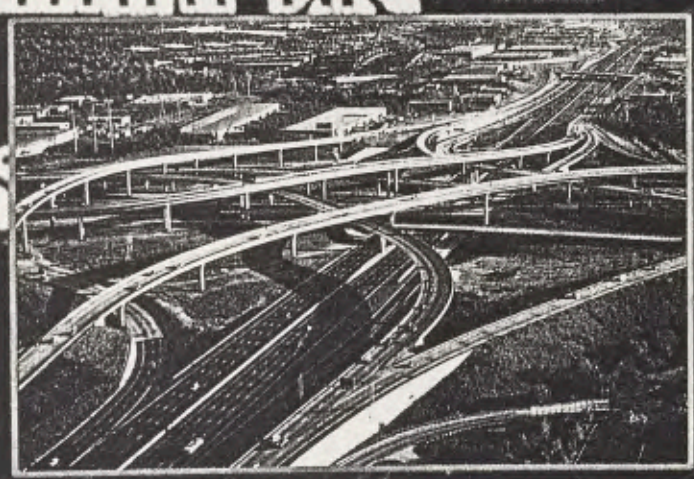
G. Martin Shaw
Chairman

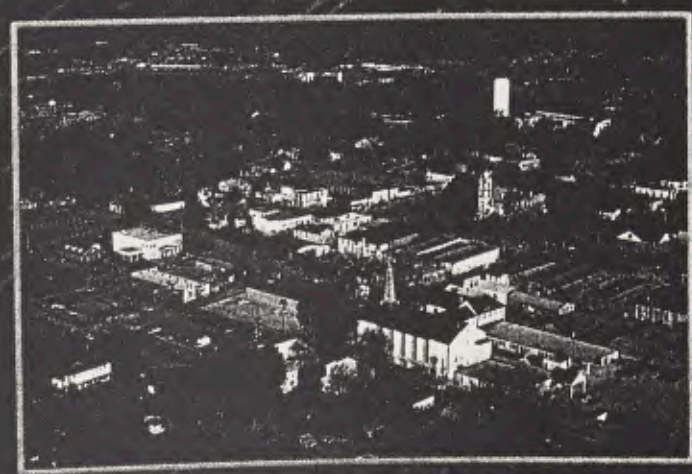
THE ATLANTA JOURNAL-CONSTITUTION GWINNETT EXTRA
PRESENTS

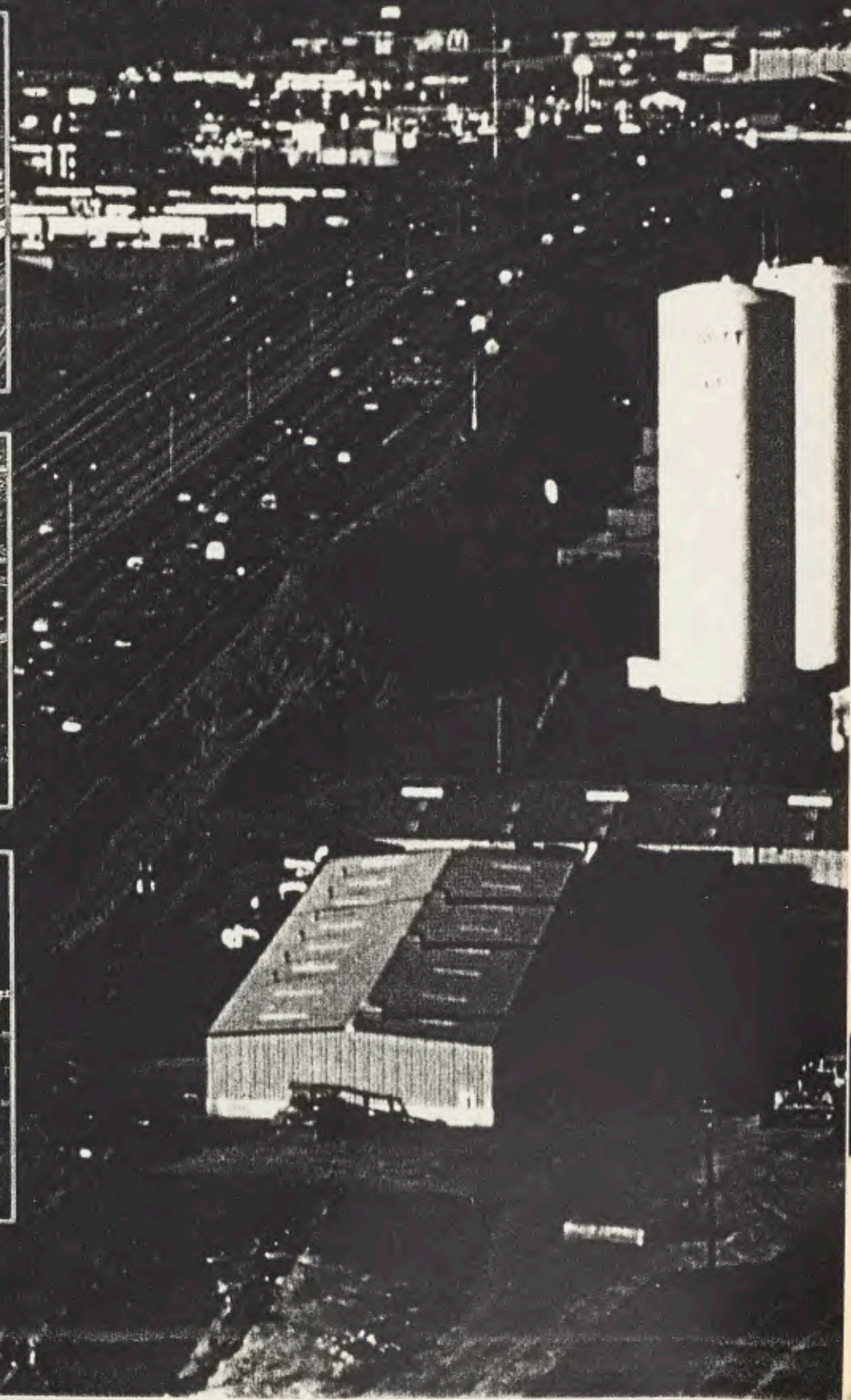
GWINNETT ANNUAL REPORT: AN AGENDA FOR THE '90s

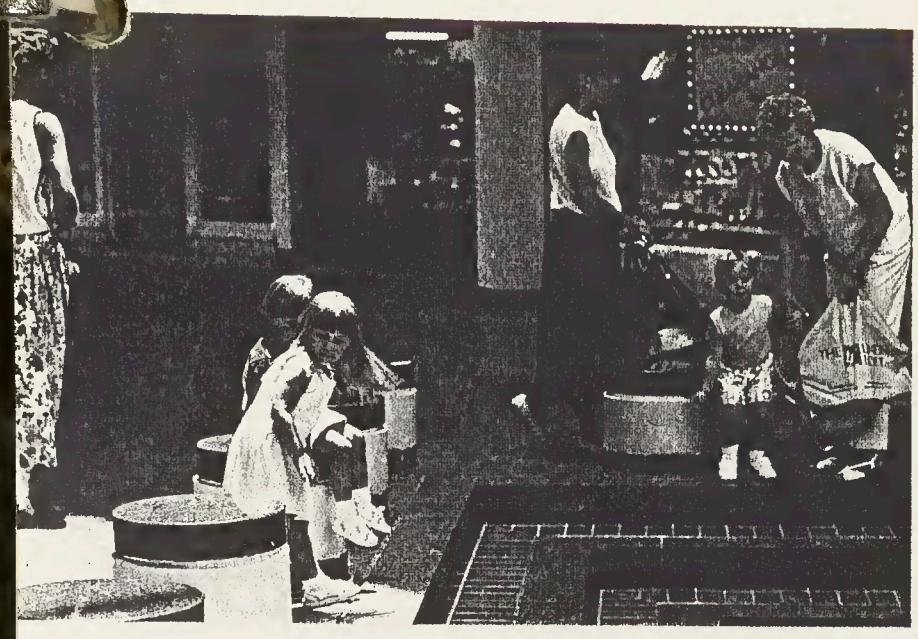
PUBLISHING SUNDAY, FEB. 18, 1990

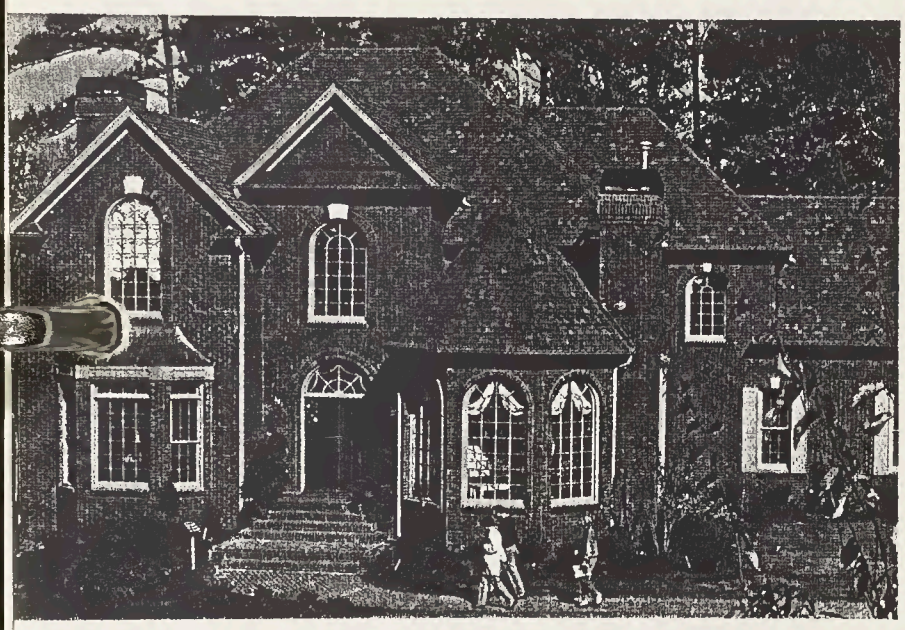


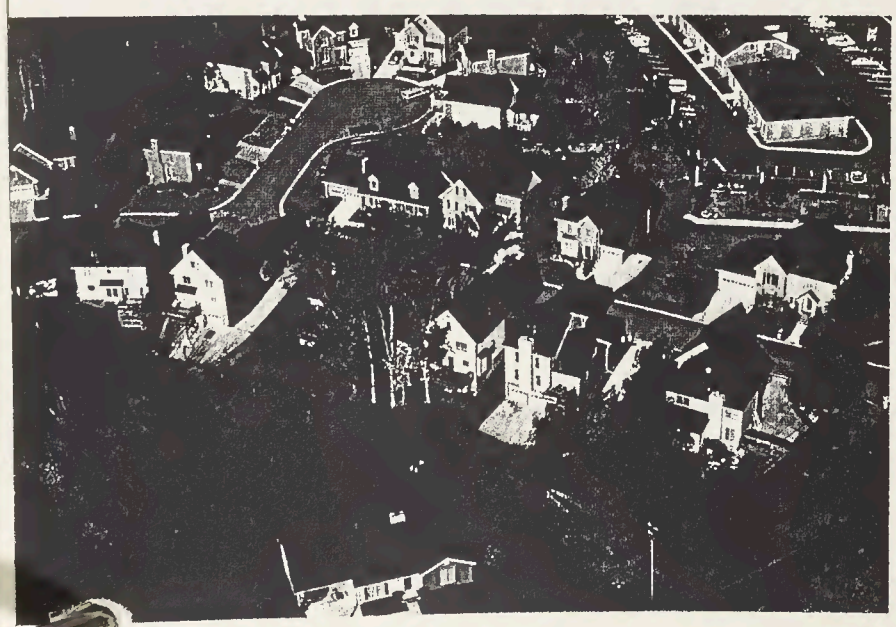












The Atlanta Journal-Constitution will publish *Gwinnett Annual Report: An Agenda for the '90s* on Sunday, Feb. 18, 1990. This special edition will provide an in-depth look at Gwinnett's dynamic business environment, its rapid growth, extensive changes and the people who make Gwinnett great.

When we introduced *Gwinnett Annual Report* last year, it was an overwhelming success — an instant hit with both readers and advertisers. This year, we want to share the good news about Gwinnett with everyone in the county. That's why we're nearly doubling our distribution and delivering copies of this special keepsake edition to our subscribers and nonsubscribers. Virtually every household in Gwinnett County will receive a copy.

Gwinnett Annual Report gives you the chance to target decision makers in one of the hottest markets in the country — a market where almost 70% of the adults have household incomes of $35,000 or more. Over 40% of the adults have attended or graduated from college, 49% hold white-collar positions and 79% own their own homes.

Gwinnett Annual Report will have eight sections, each with a four-color cover. Sections will focus on topics from recre-

ation and sports to business and education. Every aspect of life in the county will be covered.

A project of this depth and quality reflects the strength of the community. That's one reason additional copies will be used by the Gwinnett Chamber of Commerce, Board of Realtors and other area businesses in inviting more people and commerce to Gwinnett. *Gwinnett Annual Report* provides advertisers with an excellent format for image building and has a long shelf life.

Gwinnett Annual Report gives you a unique opportunity to reach an affluent, well-educated audience in a very targeted publication. Since it will be delivered to virtually every household in the county, it is the only buy you need to reach the entire market. And because of our increased distribution, the cost per thousand on a full page ad has fallen by 33% since last year. If you've been a part of Gwinnett's business community, or if you plan to be involved in the future, this is one edition you don't want to miss.

For more information, call your Journal-Constitution account executive or Beth Rosser at 263-3904 or Hal Greene at 263-3965.

ADVERTISER BENEFITS

- Delivered to 120,000 households
- Strong image-building environment
- Ability to target Gwinnett's decision makers
- Appears in Gwinnett's #1 newspaper
- High reader interest
- Low cost per thousand

DEADLINES

	PROOF	NO PROOF
Full Color	Jan. 22	Feb. 2
Spot Color, B&W	Jan. 30	Feb. 2

AD COSTS AND SIZES*

Full broadsheet page	$1,550
Half broadsheet page	$825
Quarter broadsheet page	$450
Black plus one color	Add $200
Black plus two colors	Add $250
Black plus three colors	Add $300

**Contract rates apply for regular advertisers*

Reserve your space by Dec. 15 and save 5%. Turn in complete copy by Jan. 12 for an additional 5% discount.

JOURNAL-CONSTITUTION ADVERTISING OFFICES

Gwinnett	263-3900
DeKalb	263-3900
Cobb	980-2400
N. Fulton/Buckhead	980-2420
Clayton/S. Fulton	526-5179
Downtown	526-5179

Source: 1987/88 Scarborough Atlanta Market Study

NOV

MAYOR & COUNCIL WORK SESSION
TUESDAY, NOVEMBER 21, 1989
7:30 p.m.

A G E N D A

A) Parkview North Homeowners Association

MAYOR & COUNCIL CALLED MEETING
TUESDAY, NOVEMBER 21, 1989
AFTER WORK SESSION

A G E N D A

A) GMA Pooled Leasing Program

B) Letter to Peter Maye -
Re: Spray Irrigation System

MAYOR & COUNCIL CALLED MEETING
TUESDAY, NOVEMBER 21, 1989
8:10 P.M.

M I N U T E S

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

Meeting called to order at 8:10 p.m.

Spray Irrigation System
City Manager Kathy Williamson states that this is a letter written to Peter Maye of the EPD which the city engineer has drawn up and states that the city agrees to mitigate any potential future adverse impact on the adjacent properties by discontinuing wastewater application (by converting to a non-wastewater supply) or by converting to a drip irrigation distribution system, in any areas where in the future, any public use facilities are located within 150 feet to the edge of the wastewater spray irrigation area. The city also agrees to protect and maintain trees within the buffer area to the maximum extent practical. Mrs. Williamson explains that this response needs to be made due to complaints filed at EPD and supported by Tom Moreland. Councilperson Hawthorne moves to authorize Mayor Haggard to sign the letter on behalf of the council. Second to the motion by Councilperson Morris. Vote unanimous.

GMA Pooled Leasing Program
Finance Officer Chandra Free briefly explains the procedures of the Pooled Lease Program and explains the Demand Survey that was filled out by the city manager and herself. (Refer to demand survey.) Ms. Free states that any additions or modifications to the demand survey need to be made by the end of this month. Ms. Free asks if the council is agreeable with the demand survey. General Concensus for approval.

City Finances
Councilperson Hawthorne states that it is very important for the council to be strict with any expenditures within the next 2 years in order to have the $1,305,000 needed in 2 years to complete the golf course.

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

Meeting recessed at 9:16 p.m.

Meeting called back to order at 10:13 p.m.

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

Meeting adjourned at 10:13 p.m.

Judy Foster

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

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

November 21, 1989

Mr. Peter Maye
Georgia Environmental Protection Division
Floyd Towers East
205 Butler Street, S.E.
Atlanta, Ga. 30334

RE: Wastewater Treatment and Spray Irrigation
City of Sugar Hill, Georgia

Dear Mr. Maye:

The City of Sugar Hill understands that concerns have been received by the Environmental Protection Division during the public comment period with regard to buffer zones being provided for the planned spray irrigation disposal system. The City of Sugar Hill received earlier approval for using a twenty foot buffer along the sides of the project which were owned by the U.S. Government National Park Service and/or Corps of Engineers. These areas had been acquired earlier by the government to provided for floodways for Lake Lanier and the Chattahoochee River.

As you discussed with our engineers, Keck & Wood, Inc. on November 20, 1989, the City agrees to mitigate any potential future adverse impact on the adjacent properties by discontinuing wastewater application (by converting to a non-wastewater supply) or by converting to a drip irrigation distribution system, in any areas where in the future, any public use facilities are located within 150 feet of the edge of the wastewater spray irrigation area. We also agree to protect and maintain trees within the buffer area to the maximum extent practical.

These committments have been reviewed and formally approved by the Mayor and City Council in a called meeting held on the 21st day of November, 1989.

Please let me know if any further information is needed.

Yours truly,

City of Sugar Hill

George Haggard

George Haggard
Mayor

MAYOR & COUNCIL WORK SESSION
TUESDAY, NOVEMBER 21, 1989
7:30 P.M.

M I N U T E S

In attendance: Mayor Haggard, Councilpersons Hawthorne, Queen, Fowler and Morris. City Attorney Lee Thompson was also present.

Work session called to order at 8:00 p.m. after a 30 minute delay on behalf of the Parkview North Home Owners Association.

Parkview North Home Owners Association
Wally Alford, attorney for the HOA, states that he is representing the Home Owners Association. Mr. Alford states that at this time all he needs from the city is the opportunity to review any plats, building permits, etc. that the city has, which may be beneficial to the HOA in their efforts for discovery. Councilperson Queen states that the information he has requested is public record and he could have looked at it at any time. City Manager Kathy Williamson states that Mr. Alford could come by any time between 8:00 a.m. until 5:00 p.m., Monday thru Friday to review these plats. Mr. Alford states that this is all that he needs at this time, however, he may have more questions or requests in the future as he further reviews the matter.

Work session adjourned at 8:10 p.m.

Judy Foster

Georgia Municipal Association
Pooled Lease Program
Official Demand Survey
Fall 1989

To GMA Members:

The following is to aid you in determining your capital financing needs for the next three years.

Projected Capital Needs

Please check items proposed to be financed:

Equipment

- X Automobiles
- X Trucks
- X Construction Equipment
- ___ Road Maintenance Equipment
- X Computers & Telephone Systems
- X Furnishings
- X Traffic Control Devices
- ___ Street Lighting
- ___ Police, Firefighting and Sanitation Equipment
- ___ Other (specify) _____

"Bricks and Mortar" Projects

- X City Halls
- ___ Municipal Jails
- X Public Works Buildings and Facilities
- ___ Police and Fire Stations
- ___ Landfills
- X Other (specify) gas & water system expansion

Calendar Year	Estimated Annual Needs for Equipment Purchases	Estimated Annual Needs for "Bricks & Mortar" Projects	Total Projected Capital Needs
1990	11,000.00	697,000.00	708,000.00
1991	551,000.00	1,050,000.00	1,601,000.00
1992	229,000.00	500,000.00	729,000.00

Signed: Charlene M. Fee

Title: Finance Officer

City: City of Sugar Hill

Telephone: (404) 945-6716 Date: 10/31/89

Please return this Demand Survey to:

The Georgia Municipal Association
201 Pryor Street, S.W.
Atlanta, GA 30303
(404) 688-0472

Break down of Pooled Lease Program

Prepared By | Approved By | Initials | Date

	model		1990	1991	1992	1993	1994
Replacing	87	Chevy Caprice				1500000	
	88	Ford F-150					1500000
	88	Ford F-700 dump				3000000	
	87	Ford F-700 dump			3000000		
	87	Ford F-350				1500000	
	72	Prison bus		3500000			
	85	Dodge Pick Up		1200000			
	87	Chevy 1 ton Pick Up				1600000	
	87	Ford F 261 4x4				1500000	
	88	Chevy Fleetside				1500000	
	81	Ford Escort		1200000			
	77	Chevy Nova		1200000			
	85	Ford F-250			1300000		
	91	Dump Truck 40+4		3000000	3500000		
		Computer System			3000000		
		Carpet for city hall	200000				
		Traffic Control Device	1100000				
		Utility Barn	3000000				
		Property for new city hall.	16000000				
NEW		New water tank				2000000	
		Peak Shaving Plant	35000000				
		Expansion gas syst.	10000000	10000000	10000000	10000000	10000000
		Expansion water syst.	5000000	5000000	5000000	5000000	5000000
		Equipment-sewer plant		45000000			
		Sewer Plant		90000000			
			70800000	160100000	25800000	45600000	16500000

MAYOR & COUNCIL MEETING
MONDAY, NOVEMBER 13, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

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

Old Business
A) Street Closing - R. Cooper
B) Soil Erosion & Control Ordinance Revision
C) Alarm System for City Hall

New Business
A) Parkview North Home Owners Association
B) Street Naming - John W. Pierce
C) Annexation Request - Public Hearing - L. Clark - 422 Level Creek Road
D) Rezoning Request - Public Hearing - D. Loudermilk - Highway 20
E) 1990 Budget Review
F) Letter from Steve Schildecker
G) Post Office Holidays

City Manager's Report
A) Sign Ordinance
B) Purchase of Water Meters
C) Street Lights for New Subdivisions

City Clerk's Report
A) Report on Insurance Bids & 1990 Audit Bids
B) Maintenance Agreement for Fax Machine
C) Deposit Refunds
D) 1990 Ga. Conference of Election Officials

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, NOVEMBER 13, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, November 10, 1989.

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

Meeting called to order at 7:43 p.m.

Mayor Haggard apologizes for the delay of the start of the council meeting.

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

Mayor Haggard states that he is proud to have some of the North Gwinnett High School Student Government students present to recognize American Education Week. Mayor Haggard asks the city officials to introduce the student that is representing them. Mayor - Wendi Reed, Mayor Pro Tem - Rob Hutcheson, Councilperson Morris - Brian Tellarico, Councilperson Fowler - Heath Davis, Councilperson Queen - Brook Worley, Councilperson Davis - Krisi Bode, City Clerk - Jennifer Hemingway, City Manager - Jimmy Burnette, Building Inspector - Shane Stamps.

Planning & Zoning Board
Jimmy Burnette reads the minutes aloud from the Planning & Zoning Board and the Appeals Board Meetings.

Recreation Board
Councilperson Queen states that the Recreation Board is discussing plans for the new year, however, she has nothing to report at this time.

Clean & Beautiful Committee
Nothing to report.

Budget & Finance
Councilperson Hawthorne states that he has spent considerable time reviewing the budget of the past 10 months and has tried to project what the financial status of the city will be at the end of the year. He states that the year should end within budget as long as there are not any unexpected expenditures. Mr. Hawthorne states that the financial affairs of the city are in good order.

Street Closing - R. Cooper
Mayor Haggard states that the State still has not notified the city as to whether or not the City or the State has claim to the street. Councilperson Hawthorne moves to abandon West Broad Street from the southwest corner of Mr. Coopers property to the point where the state has erected a barrier at Highway 20. Mr. Hawthorne states that this

abandonment by the city does not mean that the State of Georgia may or may not have claim to the property. The city will retain all rights to all utility easements. The motion also authorizes the Mayor to sign, on behalf of the council, a Quitclaim Deed on the property. This abandonment effects the property owners on both sides of the centerline of West Broad Street. Second to the motion by Councilperson Fowler. Vote unanimous.

Soil Erosion & Control Ordinance
City Manager Kathy Williamson states that this ordinance was tabled from last month to give the city attorney time to review it. The city attorney has reviewed the Ordinance and has stated that it is in order. Councilperson Hawthorne moves to adopt the 28 page ordinance constructed by the Georgia Soil and Water Conservation Commission and is titled 1989 Revised Model Ordinance - Soil Erosion and Control Ordinance. Second to the motion by Councilperson Morris. Vote unanimous.

Alarm System for City Hall
City Manager Kathy Williamson states that she called several different companies to obtain quotes for an alarm system for city hall. The only two companies who replied were Lanier Locksmiths and First Defense. The two quotes are for different prices and have different options. Councilperson Queen moves to table this matter until the next meeting and to have the city manager do a comparasion with more detail. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Parkview North Home Owners Association
Mr. Wilson Brotherton, of Gold Mine Drive, states that he is the spokesperson for the HOA, and he hands out a petition to the Mayor and Council which he reads aloud. (Refer to Petition.) Mayor Haggard asks who the Real Estate Developer is in this matter. Mr. Brotherton states that Eddy Robinson is the developer. Mayor Haggard asks who told the residents that the property that was planned Parkview North, Phase III, would be homes of at least equal value to the homes in Phases I and II, and that the zoning and covenants had been set to guarantee this? Mr. Brotherton did not answer this question. Instead, Mr. Brotherton asks the council why the city approved this new subdivision of lesser value when it is surrounded by homes of greater value with underground utilities? Councilperson Queen states that the developer is doing everything that our city ordinances require. Mr. Brotherton states that the developer is building homes that are not in line with the ones that are already in the surrounding area. Councilperson Queen states that he is building homes that are in compliance with the zoning classifications of RS-100, which is what both subdivisions are zoned. Mr. Brotherton reads aloud Article 10, Section 1003.2, No. 2 of the Zoning Ordinances of the city, which states that the development shall not adversely effect developed or undeveloped neighboring properties. Mr. Brotherton asks if putting $70,000 homes within a subdivision of $100,000 homes, is not adversely affecting the surrounding property owners. Councilperson Queen states that the property owners can only be protected by the restrictions

of each zoning classification, which in this case is RS-100, and the developer is within those restrictions. Councilperson Queen also states that the restrictions for RS-100 are 1,250 sq. ft. homes and 10,000 sq. ft. lots. Phases I and II of Parkview North well exceeded those restrictions, however, it doesn't mean that someone cannot build a 1,250 sq. ft. home on the property zoned RS-100. Mr. Brotherton asks if it is in the best interest of the city to develop that property as it is being done? Again, Councilperson Queen states that we can only enfoce the zoning ordinance by the restrictions of that particular zoning classification. Councilperson Queen states that the city has nothing to do with covenants, they are not required and we do not enforce them. That is done by the homeowners. Mr. Charles Thompson asks if the city accepted covenants on Phases I and II, why didn't anyone ask about covenants for Phase III? Councilperson Queen states that the city is limited to enforcing the city zoning ordinances and the city does not have anything to do with covenants. Melinda Petruzzi states that up until 3 months ago, Eddy Robinson told them that they were protected and she believed him. Ms. Petruzzi asks if the residents of Parkview North did not have any say in the matter when it went before the P&Z Board? Mayor Haggard asks if the council would like to have a meeting with the HOA attorney and the city attorney, along with the Mayor and Council and a few representatives from the HOA. Barbara Hoover asks if they could get an answer to the question that was asked concerning Article 10, Section 1003, No. 2. (No Response.) Mayor Haggard states that they do not have to have an attorney present if they cannot afford one. A few representatives could meet with the city attorney and the Mayor and Council. City Manager Kathy Williamson explains the procedures when a plat is filed. Debbie Merr asks why the city would require plats to be filed with the city if the city has nothing to do with covenants? City Manager Kathy Williamson states that they are needed for soil erosion & control purposes as well as utility purposes and also to check to be sure the lot sizes are in compliance with the zoning restrictions. Mayor Haggard asks Mr. Brotherton if their HOA would like to do as he suggested and meet with the Mayor and Council along with the city attorney. Mr. Brotherton agrees on behalf of the HOA. (These minutes may appear fragmented, due to the disruptive nature of the audience.)

Mayor Haggard calls for a 5-minute recess.

Meeting called back to order at 8:47 p.m.

<u>Street Naming - John W. Pierce</u>
City Manager Kathy Williamson states that there is a 30 foot easement between the Lancaster property and the Pierce property off Highway 20. This easement is shown on the county tax maps as Finch Street and at the end of the street is our sewer force main. She states that the street does not show on the city's computerized maps at this time. Councilperson Queen moves to adopt the street and name it Finch Street on the city's computerized maps. Second to the motion by Councilperson Fowler. Vote unanimous.

Annexation Request - Public Hearing - L. Clark, 422 Level Creek Road
Councilperson Hawthorne moves to annex the property at 422 Level Creek Road into the city limits with the zoning classification of RS-100, per the recommendation of the Planning & Zoning Board. Second to the motion by Councilperson Queen. Vote unanimous.

Rezoning Request - Public Hearing - D. Loudermilk, Highway 20
Councilperson Morris moves to rezone the property from RS-150 to HSB. Second to the motion by Councilperson Fowler. Councilperson Hawthorne states that he considers this spot zoning. Vote 4 for, 1 opposed - Hawthorne. Motion carried 4 to 1.

1990 Budget Review
Councilperson Hawthorne states that this is for the council to review and comment on if they have anything to add or delete. Mr. Hawthorne briefly explains some of the different accounts and amounts. Mr. Hawthorne states that the only equipment purchase the city will have next year will be for a chipper. Councilperson Queen states that she does not feel $5,000 is enough money for the Recreation Board to operate on next year. This year the Recreation Board was allowed $25,000. Mrs. Queen states that she will confer with the Recreation Board for their recommendation. Councilperson Fowler asks if $200 is enough to hold the city election. City Manager Kathy Williamson states that it has never exceeded that in the past, however, she will review this matter further.

Letter from Steve Schildecker
City Manager Kathy Williamson states that this letter is from the Director of Public Safety and he has stated that he would be more than happy to meet with the Mayor & Council if there are any situations that they would like to consult with him about.

Post Office Holidays
City Clerk Judy Foster states that there are some holidays that are coming up that the City Hall will be closed for but the United States Postal Service will not be closed. She asks what policy the council would like our Sugar Hill Branch Post Office to follow. Mrs. Foster also states that she has consulted with Bob McCoy at the Buford Post Office and he has reviewed the city's postal contract and does not see a problem with the city setting their own holidays for the Sugar Hill Postal Branch. Councilperson Hawthorne moves to have the Sugar Hill Postal Branch closed whenever the City Hall is closed and also closed for the regular holidays of the United States Postal Service. However, this policy may have to be reviewed again in the future as the post office grows. Second to the motion by Councilperson Morris. Vote unanimous.

Sign Ordinance
City Manager Kathy Williamson states that the council needs to review the city's sign ordinance because it is vague. She states that this is only for their review.

Purchase of Water Meters
City Manager Kathy Williamson reports that she needs to order 50 water meters at $27.75 each. The utility department is about out and none have been ordered since last year.

Street Lights for New Subdivisions
City Manager Kathy Williamson states that she has received requests to put in street lights for Sycamore Summit and Mill Creek Trace Subdivisions. She states that the city's policy in the past has been to put a street light on every other pole. She states that Georgia Power would absorb the cost of installing the lights, however, the city would have to pay the $6.90 per light fee each month. Councilperson Hawthorne moves to install the lights on every other pole as appropriate and as needed. Second to the motion by Councilperson Morris. Vote unanimous.

Report on Insurance Bids & 1990 Audit Bids
City Clerk Judy Foster reports that she will be accepting bids for the city's Workman's Comp, Automobile, Life and Health Insurance. Also, bids will be accepted for the 1990 Audit. The deadline for both of these bids is March 1, 1990.

Maintenance Agreement for Fax Machine
City Clerk Judy Foster states that the Fax Machine in the office is almost a year old and the warranty is about over. She recommends that the council purchase the maintenance agreement for $377.40. Councilperson Morris moves to purchase the maintenance agreement. Second to the motion by Councilperson Fowler. Vote unanimous.

Deposit Refunds
City Clerk Judy Foster states that it would save the city money and alot of time with paperwork if the annual deposit refunds are handled by crediting each account through their utility bill instead of running checks for each one. She states that a letter will be sent along with those bills that have been credited to explain the procedure. Councilperson Hawthorne moves to amend the current ordinance to allow the issuing of credits by utility billing. Second to the motion by Councilperson Fowler. Vote unanimous.

1990 Ga. Conference of Election Officials
City Clerk Judy Foster asks for permission for herself and Beulah Fowler, Superintendent of Elections, to attend the conference, January 3-5, at the expense of $175 each. Councilperson Hawthorne moves to expend the monies for two people to attend the conference. Second to the motion by Councilperson Queen. Vote unanimous.

Noise Ordinance
City Clerk Judy Foster states that the city attorney has drawn up this rough draft for the council to review, however, he would like to meet with the council and discuss this before it is adopted.

Council Reports
Councilperson Hawthorne states that he received a letter from Lace Futch with the Georgia Municipal Association and he has been asked to serve on the task force on elections and it would cost $125 for him to attend this meeting. Councilperson Queen moves to grant the money for Mr. Hawthorne to attend this meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Morris states that he has received several phone calls about the intersection of Church Street and Level Creek Road. Mr. Morris states that he has been there and reviewed the situation and he would like the council to consider placing a four way stop there.

Citizens Comments
Bob Saine, of the Norton Agency, asks the council for relief from the sign ordinance so that individuals home owners that have their houses up for sale, can have directional signage to the location of their houses. Mr. Saine suggests following the same regulations that Hall County has and he presents the type sign used in Hall County. Venita Masters, also of the Norton Agency, states that 75% of homes they sell are from directional signs. She states that she will try to get a copy of the regulations from the Board of Realtors in Hall County and the council will review it at the next council meeting.

Hubert Hosch asks what happened to the old chipper the city had. City Manager Kathy Williamson states that the old chipper was never used and the City of Buford borrowed it and it has been repaired since but is still not functioning well.

Marge Castelli asks where the signs go that the city picks up off the corners. City Manager Kathy Williamson states that they are held for a few days and if no one claims them, they are disposed of.

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

Meeting recessed at 9:55 p.m.

Meeting called back to order at 11:25 p.m.

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

Meeting adjourned at 11:25 p.m.

Judy Foster

September 5, 1989

To: City of Sugar Hill
Mayor and Council

Re. Royce Cooper Property

Royce Cooper own's and has lived on subject property since the mid 40's. He has been squeezed by Highway 20 taking part of his property as Right of Way, therefore leaving him a Lot which is presently Zoned for Business, but with set back lines and Government Regulations prohibiting use of this property for Gas Pumps and Parking.

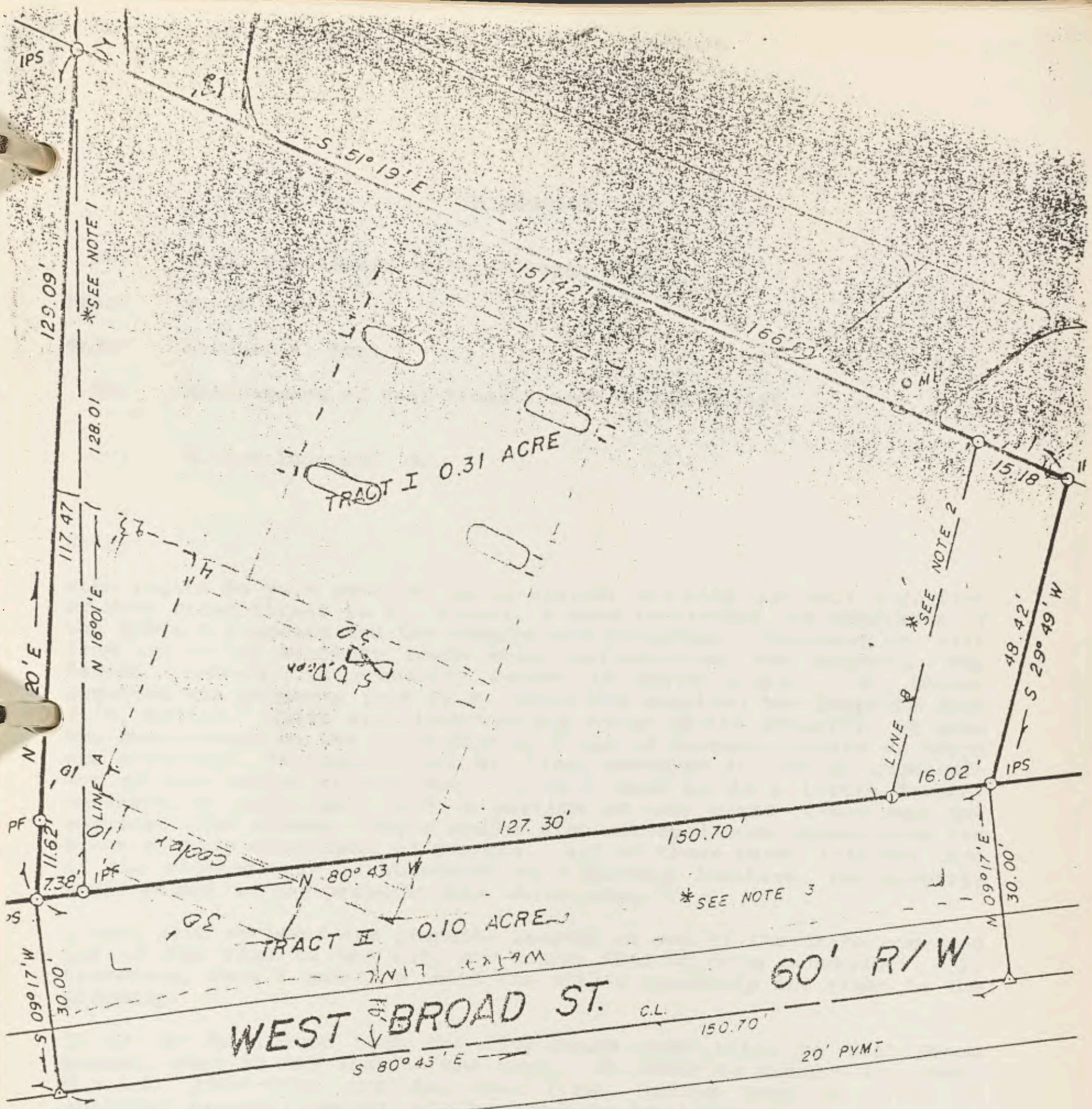
If the City of Sugar Hill can see fit to abandon the Right of Way on Broad Street, which dead ends just past his property, it can be made useable property. By doing this, we understand that the City and other Utilities must still retain easements, therefore the street would not be blocked off or destroyed. But, may be used for Employee parking for such businesses as said property might be suitable for, if Right of Way is abandoned and deeded back to adjacent owners.

Mr. and Mrs. Cooper do hope that Mayor and Council will see fit to go forward with this request, so their property will be sellable and they may be able to retire and move off this busy road to a more peacable neighborhood.

Respectfully Submitted

Kenneth Bryant

By: Ken Bryant
Agent for Royce Cooper



SURVEY FOR:
LAND LOT 292
SCALE: 1" = 20'
THOMAS WOOD

MEMORANDUM

TO: Kathy Williamson, City of Sugar Hill

FROM: Brock Perry

DATE: October 9, 1989

RE: Abandonment of West Broad Street to Ken Bryant

cc: V. Lee Thompson, Jr.

Kathy:

With regard to your question as to whether the City can sell a portion of West Broad Street to Mr. Bryant, I have researched the ownership of the subject property and the abandonment procedure. Enclosed you will find copies of Warranty Deeds which reflect that the property, Tax Parcel 7-292-74, is presently vested in Royce Cooper. Mr. Cooper acquired the property from H. P. Finch who acquired the property from J. V. Maddox. While Mr. Finch was the owner of the property, he made two conveyances to the State Highway Board of Georgia, copies of which are enclosed. It appears that Mr. Finch conveyed 30 feet of right-of-way on both sides of the road. I will need to do a little further research to make sure that a portion of the right-of-way was not acquired from others. Royce Cooper also conveyed some property to the State Highway Department of Georgia. All of these Deeds indicate that if the right-of-way is abandoned as a highway location, the property shall revert to the property from which taken.

I have also reviewed the property records to see if the State conveyed any of the road to the City and could find no such conveyance. I, therefore, have a question about the City's ownership and right to the property.

If it is determined that the City holds good title to West Broad Street, then it may abandon the road. In order to abandon the road, O.C.G.A. §32-7-2(c) provides that first, notice must be given to abutting property owners of the road to be abandoned. After that notice, the City may adopt a resolution providing that no substantial public purpose is served by the road and file that resolution in its minutes along with a copy of a plat or sketch of the road to be abandoned. After the road has been declared abandoned, no members of the public will have rights in the road. The City may then elect to dispose of the property which has been abandoned. O.C.G.A. §32-7-4(a)(1) provides that the City notify the persons from whom the City acquired the property or their successors in title. Here the State Highway Board acquired title from Mr. Finch who then sold his property to Mr. Cooper. The State also acquired some property directly from

Mr. Cooper. Therefore, the City must notify Mr. Cooper that he has the right to purchase the property. Subparagraph 2 of §32-7-4(a) provides that if an entire parcel is being disposed of, that the City may sell the property to the abutting owner at any price as may be agreed upon but not less than what the City acquired the property for. If only remnants or portions of the original acquisition are being sold, they may be acquired at the market value thereof. It may very well be that the City will have to offer a portion of the road to the persons on the other side who also may have given up the property to the State Highway Board or the City. It also remains to be researched whether the entire portion of the acquisition from Mr. Finch would be sold to Mr. Bryant. If you are selling the entire parcel, it may be sold at any price that you decide upon, but if only portions are being sold, then they must be sold at market value. If a right of reversion exists, then the property may automatically go to Mr. Cooper.

If the abutting owner does not exercise his right to acquire the property so offered by the City within 60 days of being notified, the City could sell the property by public bidding. The procedure for public bidding is as follows:

The City must advertise in a newspaper of general circulation that it is offering the property for bids. These ads must be run at least two weeks prior to the opening of the bids and one additional ad must be run a week later following the first publication. The City does not have to accept any bid received and it can later re-advertise for new bids or abandon the sale altogether, in its discretion. The ad must contain a good legal description of the property to be sold, the time and place to submit bids, the time and place of the opening of the sealed bids, the right of the City to reject any or all bids, all conditions of the sale, and any other information advisable in the public interest.

It appears that we must still determine what the State Highway Department did with this property (abandonment or conveyance). Let me know if you are aware of any receipt of property by the City from the State Highway Department.

It appears that Lee will not be able to attend your meeting tonight and I will plan to attend in his place. I will arrive at 7:00 p.m. at City Hall unless you advise otherwise. Please don't hesitate to call if you have any questions in the meantime. I will see you at the meeting.

GEORGIA SOIL AND WATER CONSERVATION COMMISSION

624 South Milledge Avenue, Suite 203
P.O. Box 8024
Athens, Georgia 30603
Telephone (404) 542-3065

MEMO TO: Certified Issuing Authorities for Erosion and Sediment Control

FROM: F. Graham Liles, Jr., Executive Director

DATE: September 18, 1989

SUBJECT: 1989 Revised Model Ordinance

This year the Georgia General Assembly amended the Erosion and Sedimentation Act of 1975, O.C.G.A. 12-7-1 et seq. As required by law, all certified issuing authorities for land-disturbing activity permits must meet the minimum standards of State Law. It is, therefore, necessary to amend your local ordinance in order to maintain certification.

Enclosed you will find a new Model Ordinance prepared by the State Soil and Water Conservation Commission. Upon adoption, the Ordinance should be submitted to the Environmental Protection Division for recertification. The address is as follows:

J. Lewis Tinley
Program Manager
Surface Mining and Erosion
and Sediment Control
3420 Norman Berry Drive
Hapeville, GA 30354

The deadline for submittal of the revised ordinance is December 15, 1989.

If assistance is necessary, please contact State Conservation Commission Staff Engineer, Stephen Martin, at 404/542-9590.

Thank you for your cooperation.

FGLJr:wec

cc:J. Lewis Tinley

With the Right to Own Goes the Duty to Conserve
With the Privilege of Use Goes the Obligation of Stewardship

SOIL EROSION AND SEDIMENT CONTROL ORDINANCE

NOW THEREFORE, BE IT ORDAINED, BY THE _____ OF _____.

SECTION I TITLE

This ordinance will be known as "_____ Soil Erosion and Sedimentation Control Ordinance."

SECTION II DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this ordinance, unless otherwise specifically stated:

1. Buffer: An area along the course of any State waters to be maintained in an undisturbed and natural condition.
2. Conservation Commission: The State Soil & Water Conservation Commission.
3. Cut: A portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to excavated surface. Also know as excavation.
4. Department: The Department of Natural Resources.
5. Director: The Director of the Environmental Protection Division.
6. District: The (Local SWCD Name) Soil and Water Conservation District.
7. Division: The Environmental Protection Division.
8. Drainage Structure: Any roadway drainage structure as defined below, and any piping or ditching for stormwater management purposes.
9. Erosion: The process by which land surface is worn away by the action of wind, water, ice or gravity.

10. Erosion and Sediment Control Plan: A plan for the control of soil erosion and sediment resulting from land-disturbing activity. Also known as the "plan".

11. Existing Grade: The vertical location of the existing ground surface prior to cutting or filling.

12. Filling: The placement of any soil or other solid material either organic or inorganic on a natural ground surface or excavation.

13. Finished Grade: The final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

14. Grading: Altering ground surfaces to specified elevations, dimensions, and/or slopes; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled condition.

15. Issuing Authority: The governing authority of county or municipality which has been certified by the Director of the Environmental Protection Division of the Department of Natural Resources as an issuing authority, pursuant to the Erosion and Sedimentation Act of 1975, as amended.

16. Land-Disturbing Activity: Any activity which may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices as described in Section III, Paragraph 5.

17. Metropolitan River Protection Act (MRPA): A state law referenced as O.C.G.A. 12-5-440 et seq., which addresses environmental and developmental matters in certain metropolitan

river corridors and their drainage basins.

18. Natural Ground Surface: The ground surface in its original state before any grading, excavation or filling.

19. Nephelometric Turbidity Units (NTU): Numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloidally dispersed particles are present.

20. One Hundred Year Flood Plain: Land in the flood plain subject to a one percent or greater statistical occurrence probability of flooding in any given year.

21. Permit: The authorization necessary to conduct a land-disturbing activity under the provisions of this ordinance.

22. Person: Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of this State, any interstate body or any other legal entity.

23. Project: The entire proposed development project regardless of the size of the area of land to be disturbed.

24. Roadway Drainage Structure: Bridges, culverts and ditches associated with roadway construction, which allow stream flows to move freely under a stream crossing or to convey storm-water run-off from a roadway to a stream.

25. Sediment: Solid material, both organic and inorganic, that is in suspension, is being transported, or has been moved from its

site of origin by air, water, ice, or gravity as a product of erosion.

26. Sedimentation: The action or process of forming or depositing sediment.

27. Stabilization: The process of establishing an enduring soil cover of vegetation and/or mulch or other ground cover and/or in combination with installing temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.

28. State Waters: Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural and artificial, lying within or forming a part of the boundaries of the State which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation.

29. Structural Erosion and Sediment Control Practices: Measures for the stabilization of erosive or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders, waterways or outlets, diversions, grade stabilization structures, sediment traps, land grading, etc.

30. Trout Streams: All streams or portions of streams within the watershed as designated by the Game and Fish Division of the Georgia Department of Natural Resources under the provisions of

the Georgia Water Quality Control Act, O.C.G.A. 12-5-20 et seq. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year.

31. Vegetative Erosion and Sediment Control Practices: Measures for the stabilization of erosive or sediment-producing areas by covering the soil with:

    i. Permanent seeding, sprigging or planting, producing long-term vegetative cover; or

    ii. Temporary seeding, producing short-term vegetative cover; or

    iii. Sodding, covering areas with a turf of perennial sod-forming grass.

32. Watercourse: Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine, or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

SECTION III EXEMPTIONS

This ordinance shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

1. Surface mining, as the same is defined in O.C.G.A. 12-4-72;
2. Granite quarrying and land clearing for such quarrying;
3. Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, and

other related activities which result in minor soil erosion;

4. (A) The construction of single-family residences when such are constructed by or under contract with the owner for his own occupancy; or

   (B) The construction of single-family residences not a part of a larger project and not exempted under subparagraph (A) of this paragraph; provided, however, that construction of any such residence not otherwise exempt must conform to the minimum standards as set forth in Section IV and that such standards may be enforced by the issuing authority;

5. Agricultural practices involving the establishment, cultivation, or harvesting of products of the field or orchard; the preparation and planting of pasture land; forestry land management practices, including harvesting; farm ponds; dairy operations; livestock and poultry management practices; and the construction of farm buildings;

6. Any project carried out under the technical supervision of the Soil Conservation Service of the United States Department of Agriculture;

7. Any project involving one and one-tenth acres or less; provided, however, that this exemption shall not apply to any land-disturbing activity within 200 feet of the bank of any State waters, and for purposes of this paragraph, "State Waters" excludes channels and drainageways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year-round; provided, however, that any person responsible for a project which involves one and one-tenth acres or less, which involves land-disturbing activity, and which is within

200 feet of any such excluded channel or drainageway, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the issuing authority from regulating any such project which is not specifically exempted by sub-paragraph (B) of paragraph (4) or by paragraphs (1), (2), (3), (5), (6), (8), (9), or (10) of this section;

8. Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the Georgia Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; or construction and maintenance, or either, by any water or sewerage authority established by the General Assembly of this state; provided, however, that:

(A) If such projects are constructed within 200 feet of the banks of any channels or drainageways which have water in them only during and immediately after rainfall events, or intermittent streams which do not have water in them year-round, then such projects shall conform to the specifications used by the Department of Transportation for control of soil erosion and sedimentation on its highway construction projects;

(B) If such projects are constructed within 200 feet of the banks of any state waters which do have water in them year-round and in which the drainage area of the watershed upstream from such projects is less than three square miles, then such projects shall conform to the

specifications used by the Department of Transportation for control of soil erosion and sedimentation on its highway construction projects.

(C) If such projects are constructed within 200 feet of the banks of any state waters which do have water in them year-round and in which the drainage area of the watershed upstream from such projects is equal to or more than three square miles, then such projects shall conform to the minimum standards set forth in Section IV and;

(D) If such projects are constructed within 100 feet (horizontal) of the banks of any state waters classified as "trout streams" pursuant to the "Georgia Water Quality Control Act", regardless of the size of the watershed area, then such projects shall conform to the minimum standards as set forth in Section IV.

9. Any land-disturbing activities conducted by any airport authority, provided that any such land-disturbing activity shall conform to the minimum standards set forth in Section IV, or;

10. Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, provided that any such land-disturbing activity shall conform to the minimum requirements set forth in Section IV.

SECTION IV MINIMUM REQUIREMENTS FOR EROSION AND SEDIMENTATION CONTROL

A. General Provisions

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities. Therefore, plans for

those land-disturbing activities which are not excluded by this ordinance shall contain provisions for application of soil erosion and sediment control measures. The provisions shall be incorporated into the erosion and sediment control plans. Soil erosion and sediment control measures shall conform to the requirements of this ordinance. The application of measures shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion and sediment pollution during all stages of any land-disturbing activity.

B. Requirements

The permittee shall follow sound conservation and engineering practices to prevent and minimize erosion and resulting sedimentation consistent with the following requirements:

1. Stripping of vegetation, regrading and other development activities shall be conducted in a manner so as to minimize erosion.
2. Cut-fill operations must be kept to a minimum.
3. Development plans must conform to topography and soil type so as to create the lowest practical erosion potential.
4. Whenever feasible, natural vegetation shall be retained, protected and supplemented.
5. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum.
6. Disturbed soil shall be stabilized as quickly as practicable.

7. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development.

8. Permanent vegetation and structural erosion control measures shall be installed as soon as practicable.

9. To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures until the disturbed area is stabilized.

10. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surface of fills.

11. Cuts and fills may not endanger adjoining property.

12. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners.

13. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible and provided, in any such case, that such crossings are kept to a minimum.

14. Land-disturbing activity plans for erosion and sedimentation control shall include provisions for control or treatment of any source of sediments and adequate sedimentation control facilities to retain sediments onsite or preclude sedimentation of adjacent streams beyond the levels specified in paragraph (18) of this section;

15. Land-disturbing activities shall not be conducted within the 100-year flood plain unless compliance with any applicable local flood plain management ordinance

is demonstrated or such construction is in compliance with the Federal Emergency Management Agency regulations or flood storage compensation for flood waters is provided;

16. An undisturbed natural vegetative buffer of 25 feet measured from the stream banks shall normally be retained adjacent to any state waters except where otherwise required by the "Metropolitan River Protection Act", O.C.G.A. 12-5-440 et seq., or by the department pursuant to O.C.G.A. 12-2-8, or when the economic use and the contour of the land require a different buffer subject to the division's approval, or where a drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented;

17. Land-disturbing activities shall not be conducted within 100 feet (horizontal) of the banks of any state waters classified as "trout streams" pursuant to the "Georgia Water Quality Control Act", O.C.G.A. 12-5-20 et seq., unless a variance for such activity is granted by the director except where a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented; and

18. Discharges of stormwater runoff from disturbed areas shall be controlled to the extent that turbidity of the stormwater runoff shall not exceed 50

nephelometric turbidity units higher than the turbidity level of the receiving stream immediately upstream from the stormwater runoff discharge at the time of such discharge except where a roadway drainage structure must be constructed, the turbidity of the receiving stream downstream of the construction site shall not exceed 60 nephelometric turbidity units higher than the turbidity level of the receiving stream immediately upstream from the construction site. Downstream turbidity measurements shall be taken at points where the entering discharge is fully mixed with the receiving stream flow. Should the division determine that other turbidity limits may be applicable, the issuing authority may accept same.

SECTION V APPLICATION/PERMIT PROCESS

A. GENERAL

The landowner, developer and designated planners and engineer shall review the general development plans and detailed plans of the issuing authority that affect the tract to be developed and the area surrounding it. They shall review the zoning ordinance, subdivision ordinance, this ordinance, and other ordinances which regulate the development of land within the boundaries of the issuing authority.

B. APPLICATION REQUIREMENTS

1. No person shall conduct any land-disturbing activity within the confines of the City or County Name without first obtaining a permit from the Issuing Authority of City or County Name to perform such activity.
2. The application for a permit shall be submitted to the

Issuing Authority and must include the applicant's erosion and sedimentation control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Section V, C of this ordinance. Soil erosion and sedimentation control plans shall conform to the provisions of Section IV of this ordinance. Applications for a permit will not be accepted unless accompanied by ____ copies of the applicant's soil erosion and sedimentation control plans.

3. A fee, in the amount of $_____, shall be charged for each application.

4. Immediately upon receipt of an application and plan for a permit, the Issuing Authority shall refer the application and plan to the Local Soil and Water Conservation District for its review and approval or disapproval concerning the adequacy of the erosion and sediment control plan. The results of the District review shall be forwarded to the Issuing Authority. No permit will be issued unless the plan has been appproved by the District, and any variances required by Section IV B (16 & 17) and bonding, if required as per Section V B (5), have been obtained. Such review will not be required if the Issuing Authority and the District have entered into an agreement which allows the Issuing Authority to conduct such review and approval of the plan without referring the application and plan to the District.

5. When reviewing any application for a land-disturbing activity permit, the Issuing Authority shall consider the past record of the permit applicant in complying with

previous land-disturbing activity permits and this ordinance. If the applicant has had two or more violations of previous permits or this ordinance within three years prior to the date of the filing of the application under consideration, the Issuing Authority may require the applicant to post a bond up to, but not exceeding, $3,000 per acre of the proposed land-disturbing activity prior to issuing the permit. If the applicant does not comply with this ordinance or with the conditions of the permit after issuance, the Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

C. PLAN REQUIREMENTS

1. Plans must be prepared to meet the miniumum requirements as contained in Section IV of this ordinance.

   Conformance with the minimum requirements may be attained through the use of design criteria in the Manual For Erosion And Sediment Control In Georgia, revised in 1989, published by the State Soil and Water Conservation Commission as a guide; or through the use of alternate design criteria which conform to sound conservation and engineering practices. The Manual for Erosion and Sediment Control in Georgia is hereby incorporated by reference into this ordinance.

   The Plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including

roadways, constructed waterways, sediment control and storm water management facilities, local ordinances and State laws.

2. Data Required For Site Plan:

(A) Narrative or notes, and other information: Notes or narrative to be located on the site plan in general notes or in erosion and sediment control notes.

(B) Description of existing land use at project site and description of proposed project.

(C) Name, address, and phone number of developer/owner.

(D) Name and phone number of 24-hour local contact who is responsible for erosion and sediment controls.

(E) Size of project, or phase under construction, in acres.

(F) Activity schedule - show anticipated starting and completion dates for project. Include the statement in <u>bold</u> <u>letters</u>, that "the installation of erosion control measures and practices shall occur prior to or concurrent with land disturbing activities."

(G) Stormwater and sediment management systems-storage capacity, hydrologic study, and calculations, including off-site drainage area.

(H) Vegetative plan - for all temporary and permanent vegetative practices, including species, planting dates, and seeding, fertilizer, lime, and mulching rates. Vegetative plan should show options for year-round seeding.

(I) Detail drawings - for all structural practices. Specifications may follow guidelines set forth in the

Manual for Erosion and Sediment Control in Georgia.

(J) Maintenance statement - "Erosion control measures will be maintained at all times. Additional erosion and sediment control measures will be installed if deemed necessary by onsite inspection."

3. Maps, drawings, and supportive computations shall bear the signature/seal of a registered or certified professional in engineering, architecture, landscape architecture, land surveying, or erosion and sedimentation control.

(A) Graphic scale and north point or arrow indicating magnetic north.

(B) Vicinity maps showing location of project and existing streets.

(C) Boundary line survey.

(D) Delineation of disturbed areas within project boundary.

(E) Existing and planned contours, with contour lines drawn with an interval of not more than five (5) feet. (The procedure or method used in arriving at the contour intervals shall be indicated.)

(F) Adjacent areas and features areas such as streams, lakes, residential areas, etc. which might be affected should be indicated on the plan.

(G) Proposed structures or additions to existing structures and paved areas.

(H) Delineate 100-year flood plain. (Reference data used in determination.)

(I) Delineate the 25-foot undisturbed vegetative buffer adjacent to state waters.

(J) Delineate the 100-foot management zone along designated trout streams where applicable.

(K) Location of erosion and sediment control practices, preferably using uniform coding symbols from the Manual for Erosion and Sediment Control in Georgia, Chapter 6. Practices may include, but are not limited to:

(1) Construction exit

(2) Sediment barrier

(3) Sediment basin

(4) Grassed waterway (open swale)

(5) Storm drain outlet protection

4. Maintenance of all soil erosion and sedimentation control practices, whether temporary or permanent, shall be at all times the responsibility of the owner.

D. PERMITS

1. Permits shall be issued or denied as soon as practicable but in any event not later than forty-five (45) days after receipt by the issuing authority of a completed application, providing variances and bonding are obtained, where necessary.

2. No permit shall be issued by the Issuing Authority unless the erosion and sedimentation control plan has been approved by the District and the Issuing Authority has affirmatively determined that the plan is in compliance with this ordinance, any variances required by Sec. IV B (16 & 17) are obtained, bonding requirements, if necessary, as per Sec. V B. 5 are met and all ordinances and rules and regulations in effect within the City or County name

are met.

If the permit is denied, the reason for denial shall be furnished the applicant.

3. If the tract is to be developed in phases, then a separate permit shall be required for each phase.

4. The permit may be suspended, revoked, or modified by the Issuing Authority, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sediment control plan or that the holder or his successor in title is in violation of this ordinance. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.

SECTION VI INSPECTION AND ENFORCEMENT

A. The _____ will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this ordinance, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply

within the time specified, he shall be deemed in violation of this ordinance.

B. The _____ shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this ordinance, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.

C. No person shall refuse entry or access to any authorized representative or agent of the Issuing Authority, the Conservation Commission, the District, or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

SECTION VII PENALTIES AND INCENTIVES

A. Failure to Obtain a Permit for Land-Disturbing Activity:

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this ordinance without first obtaining said permit, the person shall be subject to revocation of his business license, work permit or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of the Issuing Authority.

B. Stop-Work Orders:

Upon notice from the Issuing Authority or its agent, work on any project that is being done contrary to the provisions of this ordinance or in a dangerous or unsafe manner, shall be immediately stopped. Such notice shall be in writing and shall

be given to the owner of the property, his authorized agent or the person or persons in charge of the activity on the property, and shall state the conditions under which work may be resumed. Where an emergency exists, no written notice shall be required.

C. Bond Forfeiture:

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this ordinance and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Section V, B. 5. The Issuing Authority may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

D. Civil Penalties:

Any person violating any provisions of this ordinance, permitting conditions, or stop-work order shall be liable for a civil penalty of not less than $500 per day, by a sentence of imprisonment not exceeding 60 days in jail or both fine and jail or work alternative. Each day the violation continues shall constitute a separate offense.

SECTION VIII ADMINISTRATIVE APPEAL, JUDICIAL REVIEW

A. Administrative Remedies:

The suspension, revocation, modification or grant with condition of a permit by the Issuing Authority upon finding that the holder is not in compliance with the approved erosion and sediment control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ordinance; shall entitle the person submitting the plan or holding the permit to a hearing before the _____ within _____ days after receipt by the Issuing Authority of written notice of appeal.

B. Judicial Review:

Any person, aggrieved by a decision or order of the Issuing Authority, after exhausting his administrative remedies, shall have the right to appeal de novo to the Superior Court of _____.

SECTION IX EFFECTIVITY, VALIDITY AND LIABILITY

A. EFFECTIVITY

This ordinance shall become effective on the ___ day of _____, 19___.

B. VALIDITY

If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.

C. LIABILITY

Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any

liability upon the (Municipality/County) or (District) for damage to any person or property.

ATTEST:

Signature, Mayor

Judy R. Foster
CITY CLERK

Signature, Councilmember

Signature, Councilmember

Signature, Councilmember

Signature, Councilmember

Signature, Councilmember

SEAL

Signature, Councilmember

PARKVIEW NORTH HOMEOWNERS ASSOCIATION PETITION

The Parkview North homeowners are uniting as an Association to express our concerns. In an effort to maintain the standard of living and wealth building opportunities, we take issue with the zoning and covenants of the new Parkview East Subdivision.

The Parkview North Homeowners are professional in our endeavors and our home purchase represents a major investment for our future and the future welfare of our children. Residents were told that the property that was planned Parkview North, Phase III, would be homes of at least equal value to the homes in Phase I and II, and that zoning and covenants had been set to guarantee this. This may or may not have been a fallacious sales tactic, however, because the name of the unit has been changed and it is now considered a separate community, it appears to the residents of Parkview North not only to be fallacious, but malicious misrepresentation by the developer and the Real Estate Agencies involved. We are expectiong that the new plan to build homes in the $70,000.00 range will cost the homeowners of Parkview North in excess of $20,000.00 in lost appreciation over the next 3 years. Those who cannot keep their property for that long can expect to suffer economic losses.

Sugar Hill has an exceptional opportunity to maintain a high standard of living due to the fact that it is young and prime. Why waste a good thing by allowing real estate developers and builders to downgrade the already established value of property in our city? Higher appraisals mean more revenue for the city and maintaining high property values is in the best interest of both the City and the County.

We urge you to reappraise the covenants of Parkview East so that individuals acting in an intelligent and informed manner are not stripped of wealth by the apparent arbitrary actions of the Real Estate Developer and the Builder involved.

October 30, 1989

City of Sugar Hill Georgia
Mayor and Council:

I have furnished the enclosed plats and information pertaining to the 30 foot street.

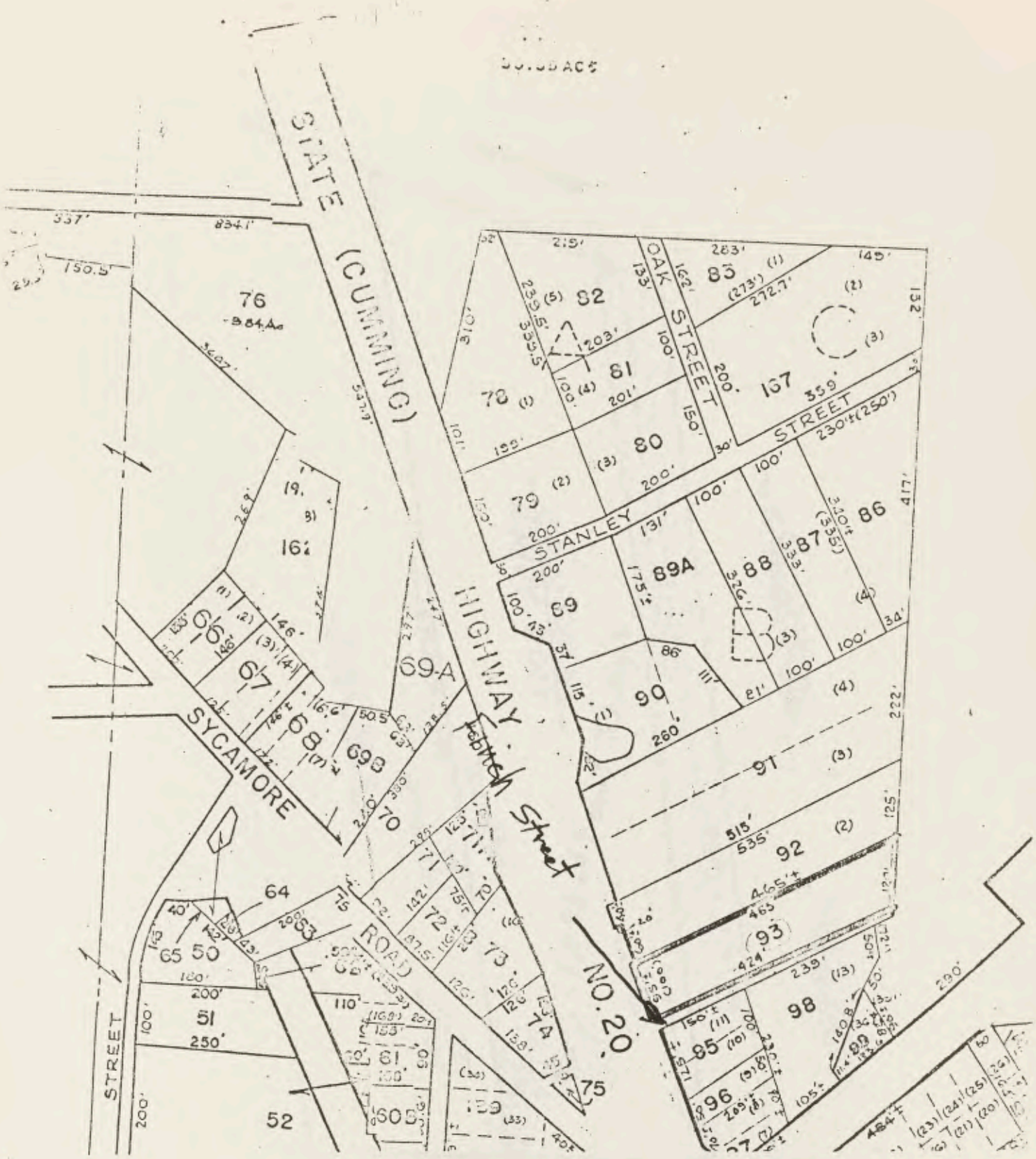
I am requesting that the City place a street name sign at Hwy. 20 and Finch Street.

Considering the location, growth in this area, and the need for access to utilities on and behind this street, I believe it should be designated and used as a public street.

I thank you for your consideration on this request.

Sincerely,

John W. Pierce
P.O. Box 73
Suwanee, Ga. 30174
945-4237


STATE (CUMMING)
HIGHWAY NO. 20
Fobian Street
OAK STREET
STANLEY STREET
SYCAMORE STREET
ROAD
76
-3.84 Ac
82
83
81
78
80
79
167
69
89A
88
87
86
90
91
92
93
98
95
96
97
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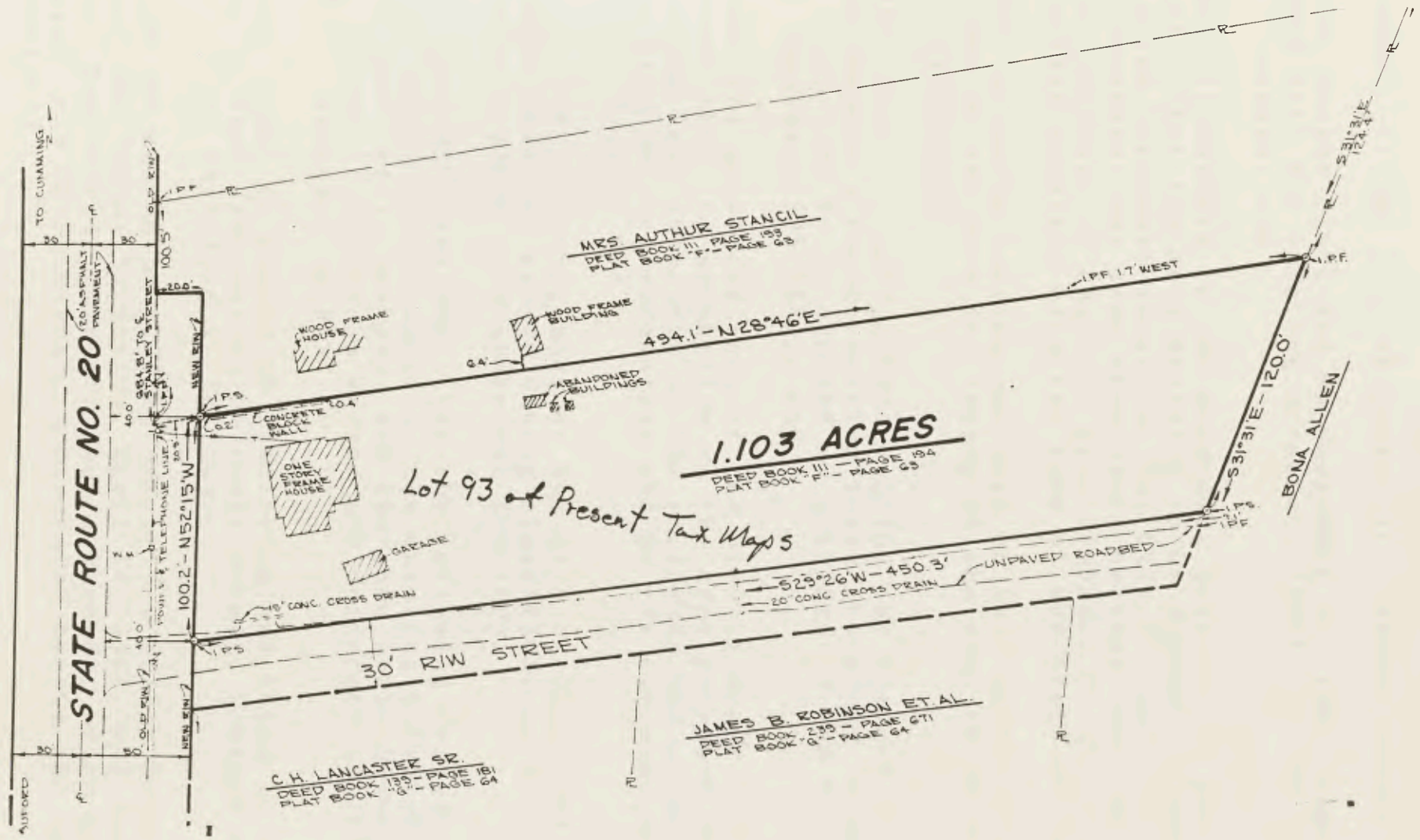

STATE ROUTE NO. 20
(20' ASPHALT PAVEMENT)
TO CUMMING
OLD RW
NEW RW
100.5'
100.2'-N52°15'W
GRILL 8' TO ℄ STANLEY STREET
MRS. AUTHUR STANCIL
DEED BOOK 111 - PAGE 193
PLAT BOOK "F" - PAGE 63
WOOD FRAME HOUSE
WOOD FRAME BUILDING
ABANDONED BUILDINGS
494.1'-N28°46'E
IPF 17' WEST
CONCRETE BLOCK WALL
ONE STORY FRAME HOUSE
1.103 ACRES
DEED BOOK 111 - PAGE 194
PLAT BOOK "F" - PAGE 63
Lot 93 of Present Tax Maps
GARAGE
S31°31'E-120.0'
BONA ALLEN
S29°26'W-450.3'
UNPAVED ROADBED
18" CONC. CROSS DRAIN
20" CONC. CROSS DRAIN
30' R/W STREET
JAMES B. ROBINSON ET AL.
DEED BOOK 239 - PAGE 671
PLAT BOOK "G" - PAGE 64
C.H. LANCASTER SR.
DEED BOOK 139 - PAGE 181
PLAT BOOK "G" - PAGE 64
POWER & TELEPHONE
ABANDONED

ORDINANCE FOR ANNEXATION

THE COUNCIL OF THE CITY OF SUGAR HILL, HEREBY ORDAINS:

WHEREAS, Lorene Clark did on September 22, 1989, 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 continguous 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 November 13, 1989; 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(s) 289 of the 7th land district of Gwinnett County, Georgia and being more particularly described as follows:

As Shown and delineated on plat of survey for Willie Henry Taylor, by Higginbotham and James, Surveyors, April 18, 1963, and recorded in Plat Book J, Page 267-B, Gwinnett County Records, which plat and the record thereof are by reference incorporated herein and made a part of this description.

EXCEPT: All that tract or parcel of land lying and being in Land Lot 289 of the 7th Land District of Gwinnett County, Georgia, as shown and delineated on Plat of Survey for Kenneth Tuck and Janette Tuck by Borders and Associates, dated May 14, 1989, and recorded in Gwinnett County records at Plat Book 15, Page 221B, which plat and the record thereof are by reference incorporated herein and made a part of this desc.

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 certify 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 13 day of November, 1989.

Judy L. Foster
ATTEST

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

SEAL

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

DATE OF P&Z MEETING October, 16, 1989

COMMENTS MADE BY P&Z BOARD ON ANNEXATION:

Boardmember Price moves to recommend to the Mayor & Council to have the property located at 422 level creek road annexed into the city.

RECOMMENDATION FROM P&Z BOARD:

SAME AS ABOVE

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

_____

CITY MANAGER

_____

CITY CLERK

PLANNING & ZONING BOARD MEETING
MONDAY, OCTOBER 16, 1989
7:30 P.M.

In attendance: Chairperson Bill Parker, Boardmember Jeannie Brack, Boardmember Steve Price and Boardmember Gary Chapman.

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

Boardmember Chapman moves to accept minutes from previous meeting. Second to the motion Boardmember Brack. Vote unanimous.

Annexation Request - Lorene Clark
Mrs. Clark would like to have her property annexed into Sugar Hill because of the chance of tapping onto sewer in the future, the decrease in the gas rate and the garbage rate is much cheaper than the amount she pays now. Boardmember Price moves to recommend to the Mayor and Council to annex the property located at 422 Level Creek Road into the city limits with the zoning of RS-100. Second to the motion Boardmember Brack. Chairperson Parker asks that Mrs. Clark get a formal plat of her lot before the Mayor & Council meeting. Vote 3-1. Boardmember Brack, Boardmember Price and Baordmember Chapman for annexation. Chairperson Parker against annexation.

Chairperson Parker moves to recommend to the Mayor & Council to have any property owner that has applied to have an annexation or rezoning attend the meeting. If they can not be there the representative must have an affidavit from the property owner stating that he or she is representing the applicant. Second to the motion Boardmember Price. Vote unanimous.

Rezoning Request - A&A Exterminating
Boardmember Brack moves to recommend to the Mayor & Council to turn down the rezoning request for 444 Buford Highway unless the council finds more reason as to why it should be rezoned to LM. Second to the motion Boardmember Chapman. Vote unanimous.

Rezoning Request - David Loudermilk
Mr. Loudermilk states that he wants to use the basement of his home located on Hwy 20 as a construction office. The rezoning request dies from lack of motion. Chairperson Parker states that he does not feel the rezoning request is conducive to all the properties surrounding the area. He also states that he would prefer it to be a complete tract rezoning instead of spot zoning.

Boardmember Chapman moves to adjourn. Second to the motion Boardmeber Price. Vote unanimous.

Meeting adjourned at 8:15 p.m.

Holly A. Burrell

APPLICATION FOR ANNEXATION

DATE OF APPLICATION 9-22-89

THIS ANNEXATION PETITION IS MADE PURSUANT TO THE PROVISIONS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED 36-36, ARTICLE 2, "ANNEXATION PURSUANT TO APPLICATION BY 60 PERCENT OF LANDOWNERS AND ELECTORS".

APPLICATION IS HEREBY MADE TO THE CITY OF SUGAR HILL, GEORGIA BY THE UNDERSIGNED PROPERTY OWNERS AND ELECTORS RESIDING ON PROPERTY PROPOSED FOR ANNEXATION, TO HAVE THE FOLLOWING DESCRIBED LANDS ANNEXED INTO THE CORPORATE LIMITS OF THE CITY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT(S) _____ OF THE 7TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

See attached 7-289-25

(NOTE: ATTACH A PLAT OR DRAWING ILLUSTRATING THE LAND AREA TO BE ANNEXED AND ITS RELATIONSHIP TO THE EXISTING CITY LIMITS. INCLUDE LOT NUMBER, BLOCK NUMBER, SUBDIVISION NAME, AND PLAT BOOK REFERENCE IF AVAILABLE, AND THE EXISTING ZONING CLASSIFICATION OF ADJACENT PROPERTIES WITHIN THE CITY.)

LOCENECLARKANNEXATIO

IT IS REQUESTED THAT A ZONING CLASSIFICATION OF Residential RS 100 ( ) BE ASSIGNED TO THE PROPERTY UPON ANNEXATION. (NOTE THAT DIFFERENT CLASSIFICATIONS CAN BE REQUESTED FOR VARIOUS PORTIONS OF THE PROPERTY).

THE PROPERTY OWNER(S) INTEND TO DEVELOP AND/OR USE THE PROPERTY AS FOLLOWS:

N/A

(INCLUDE A TIMETABLE FOR DEVELOPMENT IF AVAILABLE.)

LANDOWNER

NAME (PRINTED OR TYPED) Verlin Lorene Clark

ADDRESS 422 Level Creek Rd.

SIGNATURE Verlin Lorene Clark

PHONE NUMBER - HOME 945-5651 WORK cannot call here

ELECTOR

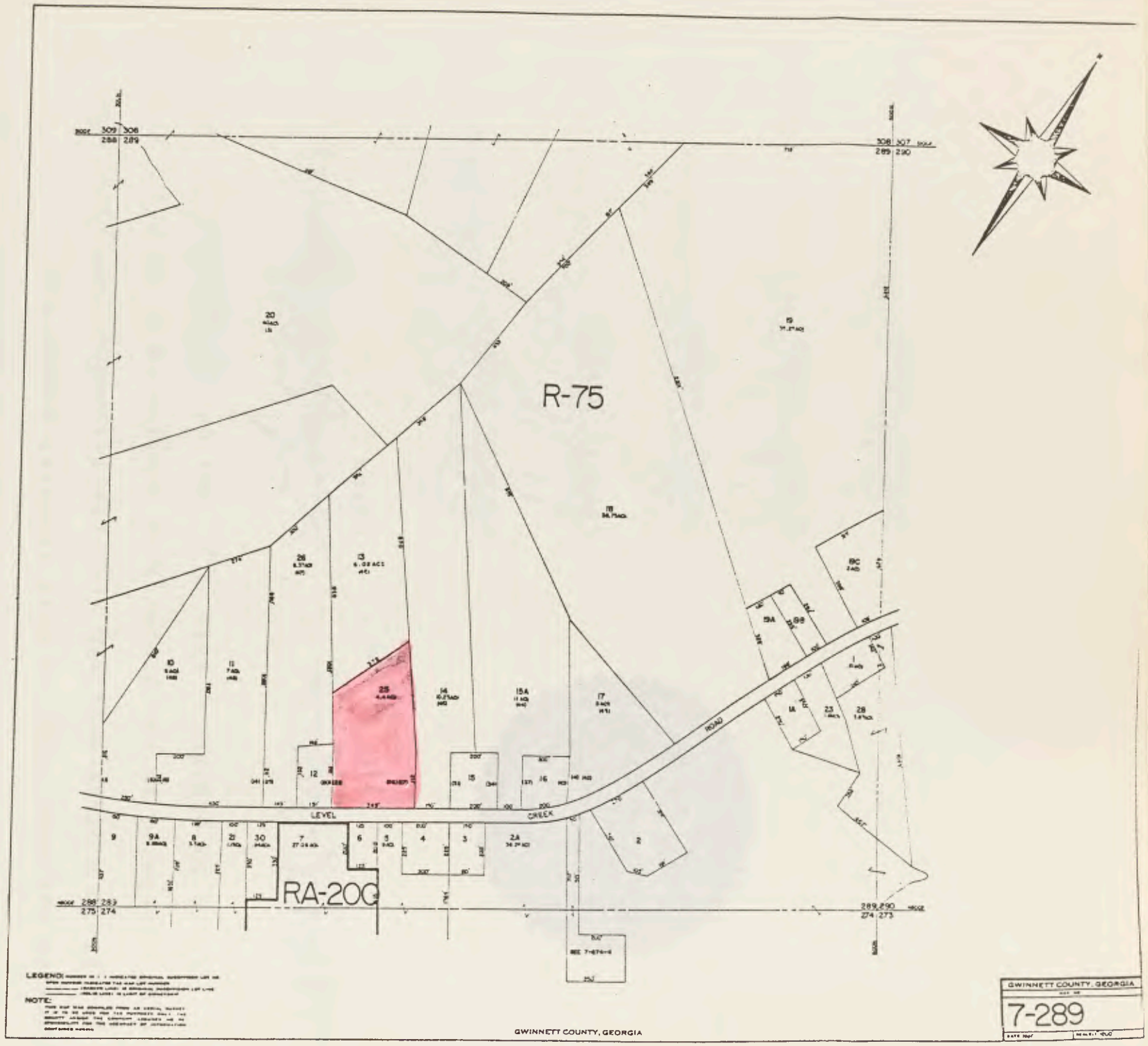
NAME (PRINTED OR TYPED) Cecil Gober

ADDRESS 375 Level Creek Road

SIGNATURE Cecil Gober

PHONE NUMBER - HOME 945-9429 WORK

(ADD ADDITIONAL SIGNATURE BLOCKS AS NECESSARY.)


R-75
RA-200
LEVEL
CREEK
ROAD
LEGEND:
NOTE:
GWINNETT COUNTY, GEORGIA
GWINNETT COUNTY, GEORGIA
7-289

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 Highway Service Business (HSB) 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 13 day of November, 1989.

Judy L. Foster
ATTEST - CITY CLERK

George Haggard
MAYOR

David L. Hamilton
COUNCIL MEMBER

Bobby Hamilton
COUNCIL MEMBER

Thomas Martin
COUNCIL MEMBER

Ruben G. Allen
COUNCIL MEMBER

Bobbie Queen
COUNCIL MEMBER

SEAL

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

DATE OF P&Z MEETING 10-16-89

COMMENTS MADE BY P&Z BOARD ON REZONING:

Rezoning Request died from lack of a motion.
Mr. Parker states that he does not feel the rezoning request is conducive to all the properties surrounding the area. He also states that he would prefer it to be a complete tract rezoning instead of spot zoning.
RECOMMENDATION FROM P&Z BOARD:

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

_____
CITY MANAGER

_____
CITY CLERK

PLANNING & ZONING BOARD MEETING
MONDAY, OCTOBER 16, 1989
7:30 P.M.

In attendance: Chairperson Bill Parker, Boardmember Jeannie Brack, Boardmember Steve Price and Boardmember Gary Chapman.

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

Boardmember Chapman moves to accept minutes from previous meeting. Second to the motion Boardmember Brack. Vote unanimous.

Annexation Request - Lorene Clark
Mrs. Clark would like to have her property annexed into Sugar Hill because of the chance of tapping onto sewer in the future, the decrease in the gas rate and the garbage rate is much cheaper than the amount she pays now. Boardmember Price moves to recommend to the Mayor and Council to annex the property located at 422 Level Creek Road into the city limits with the zoning of RS-100. Second to the motion Boardmember Brack. Chairperson Parker asks that Mrs. Clark get a formal plat of her lot before the Mayor & Council meeting. Vote 3-1. Boardmember Brack, Boardmember Price and Baordmember Chapman for annexation. Chairperson Parker against annexation.

Chairperson Parker moves to recommend to the Mayor & Council to have any property owner that has applied to have an annexation or rezoning attend the meeting. If they can not be there the representative must have an affidavit from the property owner stating that he or she is representing the applicant. Second to the motion Boardmember Price. Vote unanimous.

Rezoning Request - A&A Exterminating
Boardmember Brack moves to recommend to the Mayor & Council to turn down the rezoning request for 444 Buford Highway unless the council finds more reason as to why it should be rezoned to LM. Second to the motion Boardmember Chapman. Vote unanimous.

Rezoning Request - David Loudermilk
Mr. Loudermilk states that he wants to use the basement of his home located on Hwy 20 as a construction office. The rezoning request dies from lack of motion. Chairperson Parker states that he does not feel the rezoning request is conducive to all the properties surrounding the area. He also states that he would prefer it to be a complete tract rezoning instead of spot zoning.

Boardmember Chapman moves to adjourn. Second to the motion Boardmeber Price. Vote unanimous.

Meeting adjourned at 8:15 p.m.

Holly A. Burell

CITY OF SUGAR HILL

REZONING APPLICATION
FEE $50.00

DATE OF APPLICATION October 2, 1989

PROPERTY OWNER'S NAME DAVID LOUDERMILK

PROPERTY OWNER'S ADDRESS P.O. BOX 425
BUFORD, GA. 30518
Hwy 20.
Buford, Ga. 30518

ATTACH LEGAL DESCRIPTION AND PLAT OF PROPERTY
The old Sugar Hill Baptist Church Parsonage 7-306-40B

DESCRIPTION OF PROPOSED USE:
Construction Company Office

TIMETABLE FOR DEVELOPMENT:
N/A

EXISTING ZONING RS-150 PROPOSED ZONING HSB

SIGN ERECTED OF PROPERTY: YES ✓ NO

****

FOR ADMINISTRATIVE USE ONLY

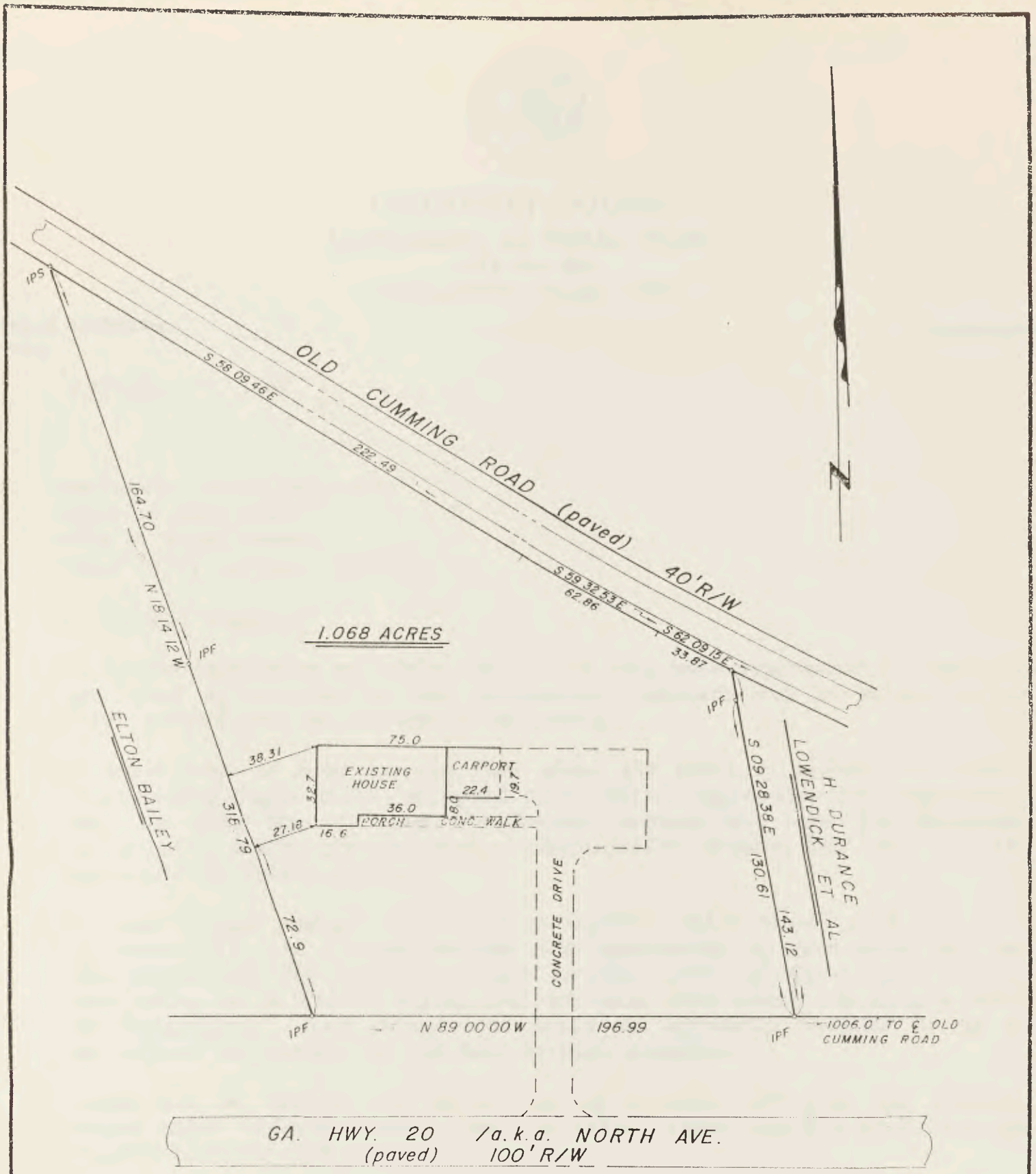
DATE APPLICATION RECEIVED 10-2-89

RECEIVED BY Judy Foster

FEE PAID $50.00 CHECK # 543

PAID
OCT 02 1989
CITY OF SUGAR HILL

LOUDERMILKREZONE



In my opinion, this is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Georgia Registered Surveyor No.
Member of Surveying and Mapping Society of Georgia

GEORGIA REGISTERED No. 1571 LAND SURVEYOR W. T. DUNAHOO

17-306-40B

DWELLING IS NOT LOCATED IN A FLOOD HAZARD AREA

IPS – IRON PIN SET
IPF – IRON PIN FOUND

STATE OF GEORGIA

SURVEY FOR

PHILLIP DAVID LOUDERMILK

LAND LOT 306 - 7th DISTRICT

CITY	GMD	COUNTY	SCALE	DATE
SUGAR HILL		GWINNETT	1" = 40'	6-10-89

W. T. DUNAHOO AND ASSOCIATES, INC.

ATLANTA HWY PH-867-39

GWINNETT COUNTY
Department of Public Safety
P.O. Box 602
Lawrenceville, Georgia 30246

Steven F. Schildecker
Director

(404) 995-2710

September 11, 1989

Honorable George Haggard
Mayor of Sugar Hill
4988 W. Broad Street
Sugar Hill, Georgia 30518

Dear Mayor Haggard:

We in the Department of Public Safety are very much interested in improving our level of service to the citizens of Gwinnett and in enhancing our joint efforts with the cities in the county.

We would like to know how you feel about the level of service our agency is providing Sugar Hill. We would also greatly appreciate any suggestions you, the City Manager, and the Council members may have for improving our service and/or for enhancing communication between the City and the Department of Public Safety.

We have always enjoyed an excellent working relationship with the City of Sugar Hill, and I would welcome the opportunity to meet with you, Ms. Williamson, and the Council members to share some of the things that we have going on in Public Safety and to learn more about the City's needs and operations. Your perspective would be extremely helpful to us in our efforts to provide you the best service possible.

Please let me know if you would like me to meet with you, the Council, and/or other representatives from the City. Thank you for your time and consideration in this matter.

Sincerely,

Steve

Steven F. Schildecker
Director

sa

c: Kathy Williamson, City Manager
Reuben Davis, Councilman
Bobby Fowler, Councilman
David Hawthorne, Councilman
Thomas Morris, Councilman
Bobbie Queen, Councilwoman

November 13, 1989

MEMO

To: The Mayor and Council
From: The City Manager
Subject: Purchase of Water Meters

The city has used close to its inventory of water meters. We purchased a large quanity last year to save money. I am requesting the purchase of 50 meters at a cost of $27.75, for a total of $1,387.50.

The above price was negociated between three vendors to achieve the best quality for the best price.

November 8, 1989

MEMO

To: The Mayor and Council
From: The City Mananger
Subject: Street Lights for new subdivisions

The city has a request to place street lights in the Sycamore Summit and Millcreek Trace subdivisions at the city's cost.

The city's policy in the past has been to place a street light on every other pole. We have never installed street lights for an entire subdivision.

After checking with Georgia Power they stated that the other cities and county do supply street lights for all subdivisions and commercial businesses. The only cost the city encures is the monthly operating cost of $6.90 per light. Georgia Power absorbs the installation cost.

I reviewed the plats for Sycamore Summit and Millcreek Trace subdivisions and a total of approximately 30 street lights would be needed in the now existing phases. This would encure a cost of approximately $207.00 monthly to the city.

MAINTENANCE AND PARTS

Your maintenance and parts coverage (see reverse) for the Telautograph Omnifax equipment shown below will expire on: _____ In order for the equipment to continue to perform at its best, it is advisable to provide authorized factory maintenance on a regular schedule. Prompt payment of this invoice will insure uninterrupted authorized factory maintenance coverage.

EQUIPMENT LOCATION	QUANT	DESCRIPTION	SERIAL NO	CONTRACT	AMOUNT
CITY OF SUGAR HILL 4988 WEST BROAD STREET SUGAR HILL, GA 30518		11/21/89 TO 10/31/90	688 00676		377.40

INVOICE PAYMENT IS OPTIONAL. REMIT ONLY IF YOU WISH TO RECEIVE OUR M&P WARRANTY.

TO ASSURE PROPER CREDIT, PLEASE REFER TO INVOICE NUMBER OR RETURN INVOICE COPY WHEN REMITTING. THANK YOU

CUSTOMER PURCHASE ORDER NUMBER	BILLING PERIOD	INVOICE NO.	INVOICE DATE	TERMS	PAY THIS AMOUNT
		550990	8/01/89	NET 30 FROM INVOICE DATE	377.40

PAGE 1

CUSTOMER NUMBER

5085-28

TO: CITY OF SUGAR HILL
4988 WEST BROAD STREET

FORM SUGAR HILL, GA 30518

FILE COPY

OMNIFAX.
TELAUTOGRAPH CORPORATION

DEPARTMENT 4403
SCF PASADENA, CA 91050-4403

*** C 04 ***

TO: ALL GEORGIA ELECTION SUPERINTENDENTS, REGISTRARS, AND ELECTION OFFICIALS

FROM: MAX CLELAND
SECRETARY OF STATE

RE: **1990 GEORGIA CONFERENCE OF ELECTION OFFICIALS**

Let's kick off the 1990 election year in style. Mark your calendars now. Our Georgia Conference of Election Officials will be held at the Hyatt Regency Hotel in Atlanta from **January 3-5, 1990**. Our planning for the conference is not yet complete, but here are some of the topics we are planning to present:

- ***A look at new and proposed changes in election laws on both the state and federal level.***
- ***How to handle and protect yourself from legal challenges in elections.***
- ***What's new in the area of recall of public officials.***
- ***How to comply with the provisions of the Ethics in Government Act.***
- ***Cutting through the red tape of Section 5 submissions.***
- ***Absentee balloting, voter registration, election procedures, and much, much more!!***

With the beginning of the requirements for mandatory training for election officials and registrars as of January 1, 1990, the Georgia Conference of Election Officials promises to be a great way to get the information to do your job, have fun, and meet the training requirements at the same time. Make your plans to attend now. I look forward to seeing you there!

SPACE IS LIMITED -- Please register as soon as possible. Registration must be received by the University no later than **December 18, 1989**. If any space is available after that date, a late fee of $20 will be charged.

Registration: Make check payable to **The University of Georgia**. *You will not be registered unless your registration fee is enclosed!*

Registration Fee: $175.00

(Includes instructional costs and supplies, scheduled refreshment breaks, opening reception, Thursday and Friday breakfast and lunch, and the banquet on Thursday night.)

Fill out the hotel reservation card and send it directly to the Hyatt Regency. Deadline is December 4, 1989. Register early.

PRE-REGISTRATION FORM

Mr.
Ms. _____ (name - please print or type) _____ (social security no.*)

_____ (street address) _____ (telephone no.)

_____ (city) _____ (county, if Georgia) _____ (state) _____ (zip)

_____ (affiliation and position)

PLEASE COMPLETE FOR THE CENTER STATISTICAL RECORD:

Education completed: ☐ high school; ☐ college; ☐ graduate work

Age group: ☐ under 22; ☐ 22-35; ☐ 36-55; ☐ over 55

Sex: ☐ male; ☐ female **University of Georgia Alumnus:** ☐ yes; ☐ no

Race/Ethnic Origin -- information *voluntarily* supplied by the participant so that the University can comply with various reporting guidelines: ☐ White, not of Hispanic origin; ☐ Black, not of Hispanic origin; ☐ Hispanic; ☐ American Indian or Alaskan Native; ☐ Asian or Pacific Islander

**SS No. required to confirm computer name retrieval for CEU transcripts.*

Please return to:
The University of Georgia
1990 Georgia Conference of Election Officials
Room 188
Georgia Center for Continuing Education
Athens, Georgia 30602

EMERGENCY CALLED MEETING
WEDNESDAY, NOVEMBER 1, 1989
10:45 A.M.

M I N U T E S

In attendance: Mayor Haggard, and Councilpersons Fowler, Queen and Davis.

Emergency called meeting called to order at 10:50 a.m.

Golf Course Construction Bids

Mayor Haggard states that the city has received a legal opinion from the city attorney and the city cannot accept the bids from the two companies that did not have bid bonds because it was specified that they be in the bid documents. The city may contest this in court, however, the city attorney does not recommend this because it has been to court before and has lost. Mayor Haggard states that the only acceptable bid then is from Exterior Designing, Inc. for the 18 hole course and the original bid was for $3,244,746 and has been negotiated down $421,246 which makes their adjusted bid $2,823,500. Mayor Haggard asks if there are any questions the council have about the deletions from the bid.

Councilperson Queen asks if the city decides to restore any section of the deleted projects, if it will be done at the same price on the adjusted bid. Also, Councilperson Fowler asks why there is such a difference in the prices Willard Byrd & Assoc. estimated and the bids from Exterior Designing, Inc.

Mayor Haggard calls Jim Stanley, City Engineer, and asks him these questions. Mr. Stanley states that the council may put in their motion the fact that they have the authority to restore projects that had been deleted for the same price and that the reason the prices vary on the bids are because Willard Byrd & Assoc. may have calculated the bid one way and the contractor may have caculated the bid another way. Mr. Stanley states that he would have to talk to Mr. Byrd about specifics.

Councilperson Fowler moves to accept the adjusted bid from Exterior Designing, Inc. as recommended by the city attorney, Jim Stanley and Willard Byrd & Assoc. for $2,823,500 with the right to restore any deleted projects at prices per orginal adjusted bid (as recommended by Jim Stanley per phone conversation with Mayor Haggard 11-1-89). Second to the motion by Councilperson Queen. Vote 2 for, 1 opposed - Davis. Motion carried 2 to 1.

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

Called meeting adjourned at 11:30 a.m.

Judy Foster

WILLARD C. BYRD AND ASSOCIATES
Landscape Architects, Town Planners and Golf Course Architects

October 31, 1989

Mayor and City Council
CITY OF SUGAR HILL
4988 West Broad Street
Sugar Hill, Georgia 30518

RE: Sugar Hill Golf Course
Contractor Selection

Dear Sirs:

After careful review of all bid material received at the public bid opening on October 20, 1989, it is our recommendation that the City of Sugar Hill immediately reject the low bid received by Johnny West Grading due to the fact that the bid was not complete as outlined in the Invitation to Bid. After numerous phone calls and meetings attended by Jim Stanley of Keck & Wood, Inc., it is our further recommendation that the City award a negotiated contract to Exterior Designing, Inc. of Hoagland, Indiana for a lump sum contract amount totaling Two million eight hundred twenty three thousand five hundred ($2,823,500.00) dollars for construction of the eighteen hole course and practice range. If you have any questions, please contact me. Thank you for your cooperation.

Yours very truly,

Mark E. Hollinger

WILLARD C. BYRD & ASSOCIATES
Mark E. Hollinger

MEH:cpl

cc: James B. Stanley, Jr., Keck & Wood, Inc.

I have reviewed and agreed to contract changes which will result in the $2,823,500.00 lump sum contract price indicated above.

CONTRACTOR:

David L. Burroff

EXTERIOR DESIGNING, INC.
David L. Burroff
President

Oct. 31, 1989
Date

LENOX TOWERS
3400 PEACHTREE ROAD, N.E., SUITE 1637
ATLANTA, GEORGIA 30326
(404) 261-1018

5 OFFICE PARK ROAD
SUITE 205
HILTON HEAD ISLAND, SC 29928
(803) 842-6576

KECK AND WOOD, INC.

SUGAR HILL
GOLF BID NEGOTIATIONS

PROJECT NO. 880137 PREPARED JBS DATE 10/31/89

BASE BID 18 HOLES			$ 3,244,746.00
4.	Pond Grading	- 23,830.00	
15.	Cartpaths 15,700	- 65,650.00	
17.	Bridge	- 105,000.00	
23.	Dead Trees	- 12,500.00	
26	Fencing	- 5,000.00	
9.	Shaping	- 20,000.00	
37-45	Pipe	- 34,000.00	
49	Wet Wells	- 60,000.00	
G-3-5	Springging *	- 13,800.00	
G 9	Tifton Sod	- 26,100.00	
G 12	Overseed Rye	- 26,250.00	
G 13	Overseed Bermuda	- 21,000.00	
SUBTOTAL		- 413,130.00	
Bond Saving 2%		- 8,116.00	421,246.00
			2,823,500.00

ORIG. BUDGET

	$
18 Holes + Driving	2,600,000
Effluent Storage Ponds	355,000
	2,955,000

JAN. FEB. MARCH APRIL MAY JUNE JULY

CITY OF SUGAR HILL GOLF COURSE — BID COMPARISON — OCTOBER 27, 1989

18 HOLES

	EXTERIOR DESIGNING, INC. AS PER BID FORM			EXTERIOR DESIGNING, INC. ADJUSTED BID			WILLARD BYRD & ASSOC/KECK & WOOD ARCHITECT/ENGINEER ESTIMATE		
DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST
CLEARING & GRUBBING									
1. MATERIAL TO BE BURNED	120 AC.	1,350.00	$162,000.00	160 AC.	1,350.00	$216,000.00	130 AC.	2,000.00	$260,000.00
2. MATERIAL TO BE BURIED	40 AC.	1,350.00	$54,000.00	N/A	N/A	$0.00	30 AC. SEL.	1,200.00	$36,000.00
3. MATERIAL TO BE DIS. BY OTHER MEANS	N/A	N/A	$0.00	N/A	N/A	$0.00			
TOTAL COST CLEARING & GRUBBING			$216,000.00			$216,000.00			$296,000.00
GOLF COURSE CONSTRUCTION									
1. TOPSOIL STRIPPING	129,000 C.Y	1.35	$174,150.00	40,000 C.Y	1.35	$54,000.00	40,000 C.Y	1.25	$50,000.00
2. DAM CONSTRUCTION - TYPE I FILL	45,500 C.Y	2.25	$102,375.00	65,000 C.Y	2.25	$146,250.00	65,000 C.Y	1.95	$126,750.00
3. DAM CONSTRUCTION - TYPE II FILL	103,000 C.Y	2.00	$206,000.00	120,000 C.Y	2.00	$240,000.00	120,000 C.Y	1.70	$204,000.00
4. POND GRADING & G.C. CONSTRUCTION 23,930	260,000 C.Y	1.40	$364,000.00	330,000 C.Y	1.40	$462,000.00	330,000 C.Y	1.45	$478,000.00
5. POND LINERS	200,000 S.F	.45	$90,000.00	200,000 S.F	.45	$90,000.00	200,000 S.F	.50	$100,000.00
6. ROUGH & NONUSE AREA DEVELOPMENT	25 AC	700.00	$17,500.00	30 AC.	700.00	$21,000.00	30 AC.	9.00	$27,000.00
7. REPLACE TOPSOIL	80,000 C.Y	1.25	$100,000.00	40,000 C.Y	1.25	$50,000.00	40,000 C.Y	1.25	$50,000.00
8. FINE GRADING & SEEDBED PREP.	77 AC	2,200.00	$169,400.00	100 AC.	2,200.00	$220,000.00	100 AC.	900.00	$90,000.00
9. GREEN CONSTR., INC. TRAPS, GRASS BUNKERS & SUBSURFACE DRAINAGE TILES	18 SETS	21,000.00	$378,000.00	18 SETS	21,000.00	$378,000.00	18 SETS	20,000.00	$360,000.00
10. PRACTICE GREEN AT CLUBHOUSE	1 EACH	21,000.00	$21,000.00	1 EACH	21,000.00	$21,000.00	1 EACH	25,000.00	$25,000.00
11. TEE CONSTRUCTION	18 SETS	3,500.00	$63,000.00	18 SETS	3,500.00	$63,000.00	18 SETS	4,000.00	$72,000.00
12. PRACTICE TEES AT CLUBHOUSE	1 EACH	4,000.00	$4,000.00	1 EACH	4,000.00	$4,000.00	1 EACH	6,000.00	$6,000.00
13. FWY. TRAPS, GRASS BUNKERS & SUBSURFACE DRAINAGE TILE	16 EACH	3,310.00	$52,960.00	16 EACH	3,310.00	$52,960.00	16 EACH	3,000.00	$48,000.00
14. CROSSTIE CURBING AT TEES/GREENS	7,600 L.F.	3.75	$28,500.00	7,600 L.F.	3.75	$28,500.00	7,600 L.F.	5.00	$38,000.00
* 15. CARTPATHS-GRADE,PAVE & DRESS UP	25,800 L.F.	6.50	$167,700.00	25,800 L.F.	6.50	$167,700.00	25,800 L.F.	9.00	$232,200.00
* 16. MISC. WOODEN BRIDGES AT EMERG. SPILLWAYS	1 @ 20 L.F.	450.00	$9,000.00	1 @ 20 L.F.	450.00	$9,000.00	1 @ 20 L.F.	165.00	$3,300.00
* 17. WOODEN BRIDGE ACROSS POND #3	175 L.F.	600.00	$105,000.00	175 L.F.	600.00	$105,000.00	175 L.F.	175.00	$30,625.00
18. CONCRETE BULKHEAD ALONG POND EDGE	275 L.F.	35.00	$9,625.00	275 L.F.	35.00	$9,625.00	275 L.F.	225.00	$61,875.00
19. RAILROAD TIE RETAINING WALLS & STEPS	3,200 L.F.	42.00	$134,400.00	3,200 L.F.	42.00	$134,400.00	3,200 L.F.	90.00	$288,000.00
20. ROACK EMBANKMENT RETAINING WALLS	150 L.F.	150.00	$22,500.00	150 L.F.	150.00	$22,560.00	150 L.F.	125.00	$18,750.00
21. TRAP EDGING & SAND INSTALLATION	48	2,000.00	$96,000.00	47	2,000.00	$94,000.00	47	1,500.00	$70,500.00
22. ROCK BLASTING	1,450 C.Y.	14.00	$20,300.00	ALLOWANCE	LUMP SUM	$20,300.00	ALLOWANCE	LUMP SUM	$15,000.00
* 23. DEAD & SELECT TREE REMOVAL (ALLOWANCE)	50 TREES	250.00	$12,500.00	50 TREES	250.00	$12,500.00	50 TREES	100.00	$5,000.00
24. TEMPORARY EROSION CONTROL STRUCTURES	12,500	1.50	$18,750.00	GC SHEET 4	18,750.00	$18,750.00	GC SHEET 4	LUMP SUM	$60,000.00
* 25. SIGNAGE-TEE MARKERS/CUPS/FLAGS (ALLOWANCE)	18 SETS/PR	350.00	$6,300.00	18 SETS/PR	350.00	$6,300.00	18 SETS/PR	500.00	$10,000.00
26. PRACTICE RANGE NET/SCREEN FENCING	1 EACH	5,000.00	$5,000.00	800 L.F.	5,000.00	$5,000.00	800 L.F.	12.00	$10,000.00
27. OTHER	N/A	N/A	$0.00	N/A	N/A	$0.00	N/A	N/A	
SUB-TOTAL GOLF COURSE CONSTRUCTION			$2,377,960.00			$2,435,845.00			$2,480,000.00
STORMWATER DRAINAGE SYSTEM									
28. POND & DAM UNDER DRAINAGE SYSTEM	3,450 L.F.	1.10	$3,795.00	3,450 L.F.	1.10	$3,795.00	3,450 L.F.	6.00	$20,700.00
29. RIP RAP AT PIPEENDS & SWALES	500 SQ.YDS.	8.00	$6,400.00	500 SQ.YDS.	8.00	$4,000.00	500 SQ.YDS.	25.00	$12,500.00
30. CUT & FILL SWALE WORK - ROUGHS & OUT OF PLAY AREAS	18 HOLES	1,750.00	$31,500.00	18 HOLES	1,750.00	$31,500.00	18 HOLES	1,000.00	$18,000.00
31. DROP INLETS	25 EACH	1,100.00	$27,500.00	25 EACH	1,100.00	$27,500.00	25 EACH	1,200.00	$30,000.00
32. DIVERSIONARY STRUCTURES	2 EACH	1,700.00	$3,400.00	2 EACH	1,700.00	$3,400.00	2 EACH	1,400.00	$2,800.00
33. WEIRS/POND OUTFALL STRUCTURES	4 EACH	1,800.00	$7,200.00	4 EACH	1,800.00	$7,200.00	4 EACH	1,500.00	$6,000.00
34. MANHOLES	5 EACH	1,100.00	$5,500.00	5 EACH	1,100.00	$5,500.00	5 EACH	1,200.00	$6,000.00
35. FLARED ENDS	14 EACH	270.00	$3,780.00	14 EACH	270.00	$2,780.00	14 EACH	250.00	$3,500.00

36. HEAD WALLS	10 EACH	360.00	$3,650.00	10 EACH	360.00	$3,600.00	10 EACH	250.00	$2,500.00
37. 8" CCP-1* PIPE	60 L.F.	6.00	$360.00	60 L.F.	6.00	$360.00	60 L.F.	8.00	$480.00
38. 12" CCP-1* PIPE	2,977 L.F.	11.25	$33,491.00	2,977 L.F.	11.25	$33,491.00	2,977 L.F.	10.00	$29,770.00
39. 15" CCP-1* PIPE	520 L.F.	14.00	$7,280.00	520 L.F.	14.00	$7,280.00	520 L.F.	12.00	$6,240.00
40. 18" CCP-1* PIPE	490 L.F.	18.00	$8,820.00	490 L.F.	18.00	$8,820.00	490 L.F.	14.00	$6,860.00
41. 24" CCP-1* PIPE	1,775 L.F.	24.00	$42,600.00	1,775 L.F.	24.00	$42,600.00	1,775 L.F.	16.00	$28,400.00
42. 30" CCP-1* PIPE	385 L.F.	39.00	$15,015.00	385 L.F.	39.00	$15,015.00	385 L.F.	18.00	$6,930.00
43. 8" DIP* PIPE	110 L.F.	20.00	$2,200.00	110 L.F.	20.00	$2,200.00	110 L.F.	10.00	$1,100.00
44. 12" DIP* PIPE	120 L.F.	36.00	$4,320.00	120 L.F.	36.00	$4,320.00	120 L.F.	12.00	$1,440.00
45. 18" DIP* PIPE	385 L.F.	57.00	$21,945.00	385 L.F.	57.00	$21,945.00	385 L.F.	15.00	$5,775.00
46. POND LINER PIPE PENETRATIONS	9 EACH	500.00	$4,500.00	9 EACH	500.00	$4,500.00	9 EACH	200.00	$1,800.00
47. WASTEWATER POND EQUILIZATION STRUCTURE, INCLUDING BRIDGE & APPURTENANCES	1 EACH	13,000.00	$13,000.00	1 EACH	13,000.00	$13,000.00	1 EACH	5,000.00	$5,000.00
48. BURIED VALVES & APPURTENANCES	2 EACH	400.00	$800.00	2 EACH	400.00	$800.00	2 EACH	500.00	$1,000.00
49. PUMP STATION WETWELLS	3 EACH	26,000.00	$78,000.00	3 EACH	26,000.00	$78,000.00	3 EACH	2,000.00	$6,000.00
50. OTHER DRAINAGE FACILITIES	400 L.F.	6.00	$2,400.00	1	2,400.00	$2,400.00	1	5,000.00	$5,000.00
SUB-TOTAL STORMWATER DRAINAGE SYSTEM			$327,456.00			$324,006.00			$207,795.00
TOTAL COST GOLF COURSE CONSTRUCTION			$2,705,416.00			$2,759,851.00			$2,687,795.00
GOLF COURSE GRASSING									
1. GREENS - FUMIGATION	19* EACH	.07	$14,345.00	180,181 S.F	.07	$12,613.00	19* EACH	.06	$10,811.00
2. GREENS - PENNCROSS BENTGRASS SEEDING	19* EACH	.08	$16,435.00	180,181 S.F	.08	$14,414.00	19* EACH	.06	$10,811.00
3. FAIRWAY - TIFTON 328 SPRIGGING	40 AC.	800.00	$32,000.00	47 AC.	800.00	$37,600.00	19* EACH	600.00	$28,200.00
4. TEES - TIFTON 328 SPRIGGING	40 AC.	800.00	$3,200.00			$0.00	19* EACH	600.00	
5. ROUGHS - TIFTON 419 SPRIGGING	58 AC.	800.00	$46,400.00	49 AC.	800.00	$39,200.00	49 AC.	600.00	$29,400.00
6. ROUGHS (OUTSIDE 419 PLANTING) TALL & CREEPING RED FESCUE & COM.BERMUDA SEED MIX	8 AC.	650.00	$5,200.00	25 AC.	650.00	$16,250.00	25 AC.	600.00	$15,000.00
7. ROUGHS UNDER HEAVY TREE COVER - TALL FESCUE SEEDING	6 AC.	650.00	$3,900.00	10 AC.	650.00	$6,500.00	10 AC.	300.00	$3,000.00
8. OTHER AREAS WITH EXTREME SLOPE - LOVEGRASS SEEDING	175,000 S.F	.06	$10,500.00	231,400 S.F	.06	$13,884.00	231,400 S.F	.05	$11,570.00
9. TIFTON 419 BERMUDA SOD	108,000 S.F	.45	$48,600.00	28,630 S.F	.45	$12,884.00	28,630 S.F	.30	$8,589.00
10. PRE-PLANT DOLOMITE	105 AC.	50.00	$5,250.00	125 AC.	50.00	$6,250.00	125 AC.	65.00	$8,125.00
11. PRE-PLANT FERTILIZER	105 AC.	250.00	$26,250.00	125 AC.	250.00	$31,250.00	125 AC.	75.00	$9,375.00
12. OVERSEED SPORTS II RYE GRASS	105 AC.	250.00	$26,250.00	N/A	N/A	$0.00			
13. OVERSEED COMMON BERMUDA	105 AC.	200.00	$21,000.00	N/A	N/A	$0.00			
14. CENTIPEDE SOD (GRASS BUNKERS)				10,200 S.F	.45	$4,590.00	10,200 S.F	.27	$2,754.00
TOTAL COST GRASSING			$259,330.00			$195,435.00			$137,635.00

	EXTERIOR DESIGNING, INC. AS PER BID FORM	EXTERIOR DESIGNING, INC ADJUSTED BID	WILLARD BYRD & ASSOC/KECK & WOOD ARCHITECT/ENGINEER ESTIMATE
TOTAL COST CLEARING & GRUBBING	$216,000.00	$216,000.00	$296,000.00
TOTAL COST GOLF COURSE CONSTRUCTION	$2,705,416.00	$2,759,851.00	$2,687,795.00
TOTAL COST GRASSING	$259,330.00	$195,435.00	$137,635.00
COST OF BONDS	$64,000.00	$63,426.00	2% $56,514.52
TOTAL PRICE (18 HOLES)	$3,244,746.00	$3,234,712.00	$3,177,944.52

JULY
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OCT

MAYOR & COUNCIL MEETING
MONDAY, OCTOBER 9, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

Committee Reports

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

Old Business

A) Utility Deposits - Kevin Smith
B) Street Closing - R. Cooper

New Business

A) Annexation Request - W. Holbrook - Buford Highway
B) 1990 LARP Program - Requests from Council for Street Paving
C) Soil Erosion and Sediment Control Ordinance Revision
D) "Take Pride in Gwinnett" Proclamation

City Manager's Report

A) Alarm System for City Hall

City Clerk's Report

A) Request for Change in Annexation Fees

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, OCTOBER 9, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, October 6, 1989.

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

Meeting called to order at 7:35 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 Morris moves to approve the minutes of last month's meeting. Second to the motion by Councilperson Fowler. Vote unanimous.

Mayor Haggard recognizes Billy Hutchins, a city employee for 20 years, for his dedication and loyalty. Mr. Hutchins is presented with a $20 gold piece pocket watch and antique chain. The watch is engraved and says "Billy Hutchins, 20 years dedicated service, City of Sugar Hill, 1969 - 1989." Mr. Hutchins states that he really appreciates it.

Mayor Haggard calls for a 10 minute recess for Mr. Hutchins' reception.

Planning & Zoning
City Manager Kathy Williamson reads the minutes of last month's Planning & Zoning Board meeting.

Recreation Board
Nothing to report.

Clean & Beautiful Committee
Nothing to report.

Budget & Finance
Councilperson Hawthorne states that the results from the September budget indicate that revenues exceed expenses for that month. City Clerk Judy Foster states that tax bills should go out on October 23rd. Councilperson Hawthorne states that this will help out the city financially as well.

Utility Deposits - Kevin Smith
Mayor Haggard states that this subject will be tabled since Mr. Smith is not present for the meeting.

Street Closing - R. Cooper
Councilperson Hawthorne moves to table this matter until the next council meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Annexation Request - W. Holbrook - Buford Highway
Mr. William Holbrook is requesting to be annexed into the City of Sugar Hill with a RS-150 zoning classification. Mr. Holbrooks property is located off Buford Highway, next to Stricklands Car Wash. Councilperson Fowler moves to annex the property into the city with a RS-150 zoning. Second to the motion by Councilperson Morris. Vote unanimous.

1990 LARP Program - Requests from Council for Street Paving
City Manager Kathy Williamson states that she has written a memo to the council with her recommendation which consists of 10 streets which she feels need to be paved. Mrs. Williamson states that Commissioner Dodd stated that the more streets we turn in, the more we will get paved. Councilperson Hawthorne moves to forward the LARP authorities a copy of this memo and if the council have any additions they would like to make to this list, to let Mrs. Williamson know. Second to the motion by Councilperson Morris. Vote unanimous.

Soil Erosion and Sediment Control Ordinance Revision
City Manager Kathy Williamson states that this is a model ordinance from the Ga. Soil and Water Conservation Committee which revises our existing ordinance. Councilperson Hawthorne asks if the city attorney has reviewed this ordinance. Mrs. Williamson states that he has not. Councilperson Hawthorne moves to have the city attorney review this ordinance and for this matter to be tabled until the next council meeting. Second to the motion by Councilperson Fowler. Vote unanimous.

"Take Pride in Gwinnett" Proclamation
City Manager Kathy Williamson states that Connie Wiggins of Gwinnett Clean and Beautiful would like the city to proclaim October 28, 1989, as "Take Pride in Gwinnett Day" as part of a nationwide campaign on "Take Pride in America." Mayor Haggard reads the Proclamation aloud and proclaims October 28, 1989 as "Take Pride in Gwinnett Day."

Alarm System for City Hall
City Manager Kathy Williamson states that she has only gotten one bid for an alarm system for city hall due to the post office being there and the expensive computer equipment in the offices. Councilperson Fowler moves to have the city manager to get 2 more bids and bring back to the council. Second to the motion by Councilperson Morris. Vote unanimous.

Annexation Fees
City Clerk Judy Foster recommends to the council that the annexation fees be changed to a flat $50.00 fee, same as rezoning fees, in order to save time and money with the paperwork involved with billing applicants. Councilperson Fowler moves to change the annexation fee to a flat $50.00 charge to be collected at the time the applicant makes application. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Council Reports
Councilperson Hawthorne moves to establish a Betterment Committee at the first of the year and he will establish the ground rules of the responsibilities for the members. Second to the motion by Councilperson Fowler. Vote unanimous.

Resident Barbara Hoover volunteers to serve on the committee.

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

Meeting recessed at 8:10 p.m.

Judy Foster

ORDINANCE FOR ANNEXATION

THE COUNCIL OF THE CITY OF SUGAR HILL HEREBY ORDAINS:

WHEREAS, William R. Holbrooks did on September 7, 1989, 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 continguous to the existing corporate limits of the City of Sugar Hill, that the applicants represent not less than sixty (60%) percent 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 October 9, 1989; 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 S 36-36-25; and

WHEREAS, the governing body of the City of Sugar Hill, Georgia has determined that the annexation of the are proposed to be annexed would be in the best interest 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-150).

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 258, 7th Land District, Gwinnett County, Georgia, containing 0.530 acres according to plat of survey prepared for William R. Holbrooks by Borders and Associates, Surveyors, February 28, 1984, recorded in Plat Book 25, page 88-B, Gwinnett County records, and being more particularly described as follows:

Beginning at an iron pin on the Northwesterly right-of-way of State Highway 13 at property of the Mary Z. Davis Estate (which point is located as follows: Begin at the point of intersection of the centerline of State Highway 13 and the centerline of State Highway 20, and run thence in a Southwesterly direction along the centerline of State Highway 13 a distance of 1470 feet to a point; thence North 52 degrees 21 minutes 10 seconds West a distance of 100 feet to an iron pin on the Northwesterly right-of-way of State Highway 13 which is the point of beginning.), and running thence North 65 degrees 07 minutes 39 seconds West along property of Mary Z. Davis Estate a

distance of 178 feet to an iron pin corner; thence South 43 degrees 02 minutes 53 seconds West along property of Mary Z. Davis Estate a distance of 134 feet to an iron pin corner; thence South 65 degrees 44 minutes 34 seconds East along property of Mary Z. Davis Estate a distance of 178 feet to an iron pin corner at property of now or formerly Lamar Whiting; thence North 58 degrees 55 minutes 15 seconds East along said Whiting property a distance of 36 feet to an iron pin corner on the Northwesterly right-of-way of State Highway 13; thence North 37 degrees 38 minutes 50 seconds East along said highway right-of-way a distance of 98 feet to the point of beginning.

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 the official zoning map adopted by the Ordinance the area annexed by this Ordinance and by classifying that area as Residential (RS-150) on said official zoning map.

BE IT FURTHER ORDAINED that the Clerk of the City of Sugar Hill certify 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, S 36-36-28(a).

IT IS SO ORDAINED, this 9th day of October, 1989.

Attest Judy R. Foster

Mayor

Council Member

Council Member

SEAL

Council Member

Council Member

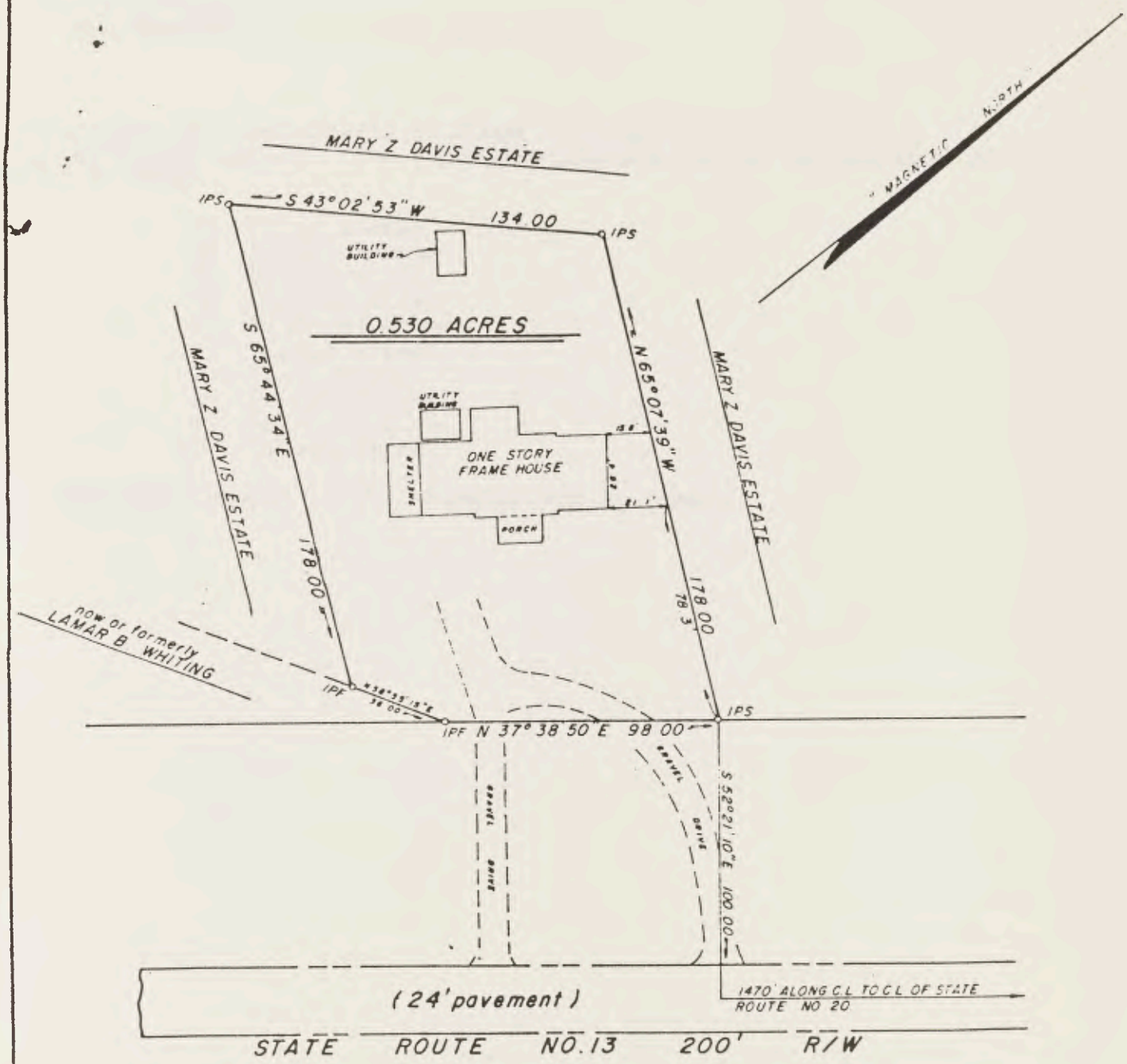
Council Member

J31969A

Paul E. Borders
1995

LEGEND

IPF	: IRON PIN FOUND	DE	: DRAINAGE EASEMENT
IPS	: IRON PIN SET	SE	: SEWER EASEMENT
PL	: PROPERTY LINE	DA	: DRAINAGE AREA
CL	: CENTERLINE	HW	: HEAD WALL
BL	: BUILDING LINE	CB	: CATCH BASIN
LLL	: LAND LOT LINE	CD	: CROSS DRAIN
R/W	: RIGHT OF WAY	PT	: POINT OF TANGENCY
—P—	: POWER LINE	PC	: POINT OF CURVATURE
—T—	: TELEPHONE	R	: RADIUS
—W—	: WATER LINE	MT	: MARKED TREE
—S—	: SEWER LINE		
—•—•—	: FENCE		
MH	: MANHOLE		
TH	: TEST HOLE		



GRAPHIC SCALE

40 0 40 80 120

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 9,259' AND AN ANGULAR ERROR OF 4" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 36,923'.

EQUIPMENT USED:

☐ : 20" TRANSIT ☐ : 300' STEEL TAPE

☒ : 1' THEODOLITE ☒ : ELECTRONIC DISTANCE MEASURING DEVICE

SURVEY FOR

WILLIAM R. HOLBROOKS

STATE	COUNTY	CITY	GMD
GEORGIA	GWINNETT		
LAND LOT	DISTRICT	SCALE	DATE
258	7th	1 inch = 40 feet	FEB 28, 1984

BORDERS AND ASSOCIATES

LAND SURVEYORS PHONE 404/867-2802 WINDER 404/525-8517 ATLANTA

P.O. BOX 248 WINDER GA, 30680

DRAWN BY:

FILE NO

MEMO

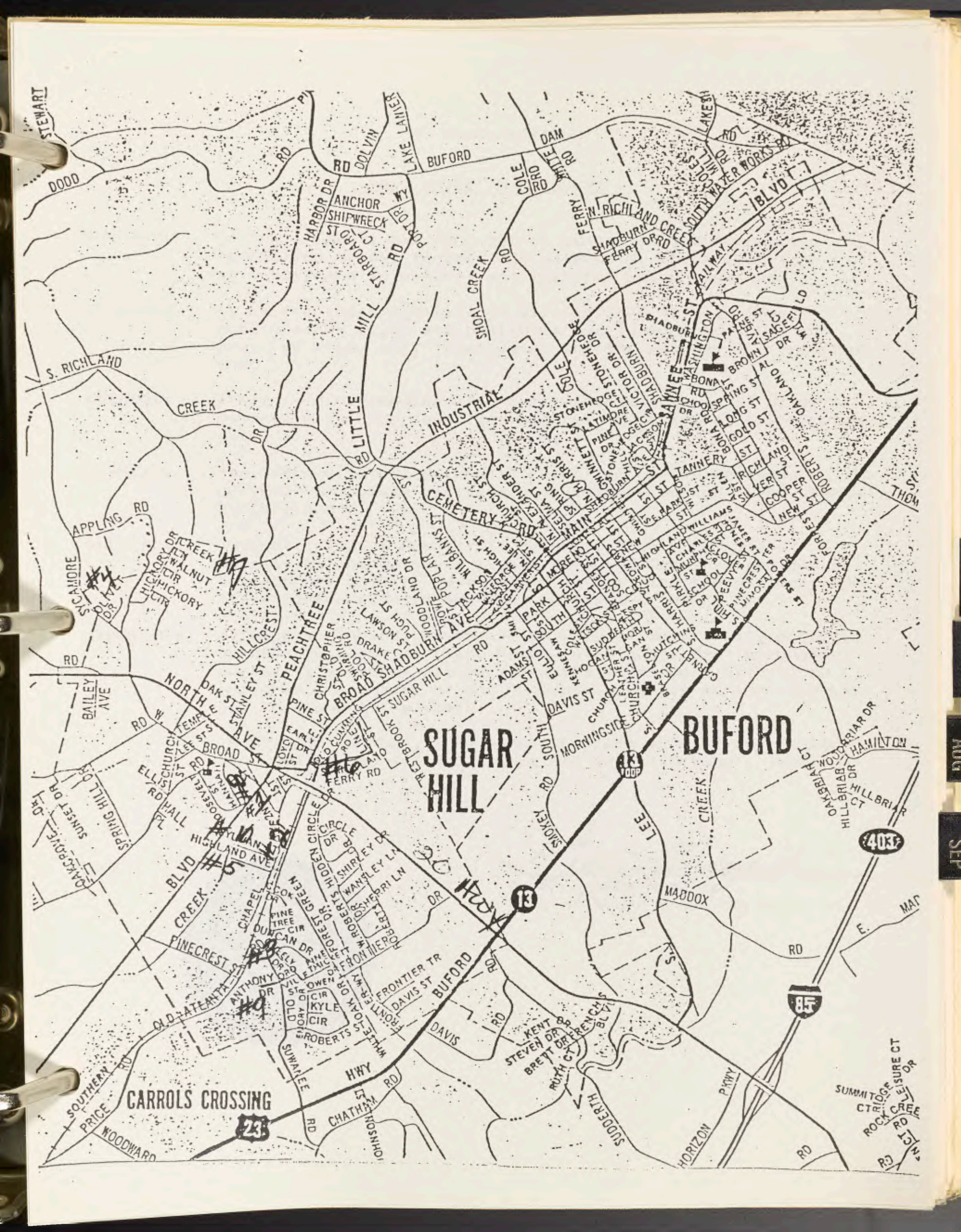
October 9, 1989

To: The Mayor and Council
From: The City Manager
Subject: Recommendations for LARP paving 1990

We have surveyed all the streets in Sugar Hill and placed them in a priority rating for paving. The following streets are my recommendations for paving in 1990:

1) First Avenue
2) Lanier Avenue
3) Duncan Drive
4) Olivett Drive
5) Highland Avenue
6) Border Street
7) Craig Drive
8) Hannah Street
9) Anthony Drive
10) Sylvan Street

These streets are located on the attached map by number.


SUGAR HILL
BUFORD
CARROLS CROSSING
STEWART
DODD
BUFORD
DAM
LAKE LANIER
DOLVIN
RD
ANCHOR
SHIPWRECK
HARBOR DR
STARBOARD CT
MILL ST
SHOAL CREEK
COLE
FERRY
N. RICHLAND CREEK
SHADBURN FERRY DR
SOUTH WATER WORKS RD
BLVD
RAILWAY
S. RICHLAND
CREEK
LITTLE
INDUSTRIAL
CEMETERY
APPLING
SYCAMORE
HICKORY
WALNUT
HILLCREST
PEACHTREE
BROAD SHADBURN
NORTH
BAILEY AVE
STANLEY ST
PINE ST
SUGAR HILL
DAVIS ST
MORNINGSIDE
SMOKEY
LEE
MADDOX
HAMILTON
HILLBRIAR
OAKBRIAR
SPRING HILL
SUNSET DR
ELLIS
HALL
HIGHLAND AVE
CHAPEL
GREEN
SHIRLEY
WANSLEY
PINECREST
ANTHONY
OLD ATLANTA
SUWANEE
ROBERTS
FRONTIER
KYLE
KENT
STEVEN
BRETT
FRENCH
SOUTHERN
PRICE
WOODWARD
CHATHAM
JOHNSON
HWY
SOUTHERN
HORIZON
PKWY
SUMMIT RIDGE
ROCK CREEK
LEISURE
BONAIR
BROWN
SAGEFIELD
OAKLAND
ROBERTS
THOM
SPRING ST
GOLD ST
RICHLAND ST
COOPER ST
NEW ST
TANNERY
MAIN
WILLIAMS
HIGHLAND AVE
CHARLES
JONES
MURPHY
SCHOOL
PINECREST
MINORA
STONEHEDGE
PINE
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VICTOR
SHADBURN
SAWYER
HARRIS
GWINNETT
PARK
SOUTH
MOREHOUSE
WISCONSIN
SUPERIOR
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LEATHERS
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POPLAR
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ADAMS
ELLIS
KENNESAW
OCEANS
SPY
HORNS
CHURCHILL
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ROBERTS
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WHITE
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LOYD
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CIRCLE
HIDDEN
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A PROCLAMATION

TAKE PRIDE IN GWINNETT

WHEREAS: Gwinnett County has many public lands, including parks, recreation areas, forests and waterways, which are rich in beauty and in natural and cultural resources; and

WHEREAS: It is the responsibility of all citizens to keep these public lands clean and healthful and to work together to preserve clean air, fresh water and the natural surroundings; and

WHEREAS: There is a nationwide effort to promote a sense of pride of ownership for our country's natural and cultural resources; and

WHEREAS: The "Take Pride in Gwinnett" Committee has established as its purpose to educate citizens and visitors on the "Land User's Ethic"; and

WHEREAS: Gwinnett Clean & Beautiful, Gwinnett County Parks and Recreation and Gwinnett County Resource Conservation and Development Council have joined forces with the National and State "Take Pride in America" initiative: now

THEREFORE: I, George Haggard, Mayor of the City of Sugar Hill, proclaim October 28, 1989 as "Take Pride in Gwinnett Day" throughout our city, and urge all our citizens to support efforts to preserve the beauty of our natural resources during this day and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed. This 9th day of October, 1989.

SEAL

Mayor George Haggard
City of Sugar Hill, Georgia

TO: Mayor & Council

FROM: City Clerk

DATE: October 5, 1989

REF: Annexation Fees

Last year, you voted to change the cost of the Rezoning Fees to $50.00. The Annexation Fee is determined by the amount of the cost of the legal ad for the annexation. This process causes more paperwork for the office because we have to turn around and bill the applicant. It would be alot easier to collect the money at the time the application is filed and it would also assure payment.

The average cost for an annexation legal ad is $35 - $40. Therefore, with all the paperwork that is required for each application, I would like to recommend that the Annexation Fee be changed to $50.00 (the same as the rezoning fee) and that it be paid at the time the application is filed.

BID OPENING
BUILDING OF GOLF COURSE
FRIDAY, OCTOBER 20, 1989
4:00 P.M.

M I N U T E S

In attendance: City Engineer Jim Stanley, Councilpersons Hawthorne, Fowler and Queen. There were also approximately 13 persons present from the companies that bid.

City Engineer Jim Stanley states that it is 4:00 p.m. and the bid opening will officially begin. Mr. Stanley states that the city has received 3 bids from 3 different companies which are Exterior Designing, Inc., Phillips and Jordan, Inc., and Johnny West Grading and Mr. Stanley states that the bids will be opened in that order.

Mr. Stanley states that all the bids should contain a bid for the construction of a 27 hole golf course and an alternate bid for the construction of a 18 hole golf course. Mr. Stanley also states that there have been no addendums made to the original plans and specs.

Mr. Stanley states that Bid #1 is from Exterior Designing, Inc., and their bid for the construction of the 27 hole golf course is $4,953,134.00 and for the construction of the 18 hole golf course is $3,244,746.00.
Mr. Stanley reviews the bid bond and states that it looks to be in order.

Mr. Stanley states that Bid #2 is from Phillips and Jordan, Inc., and their bid for the construction of the 27 hole golf course is $6,327,867.40 and for the construction of the 18 hole golf course is $4,358,717.00.
Mr. Stanley states that he does not find the bid bond in the bid at first glance through the extensive booklet.

Mr. Stanley states that Bid #3 is from Johnny West Grading and their bid for the construction of the 27 hole golf course is $4,247,389.99 and for the construction of the 18 hole golf course is $2,900,105.87.
Mr. Stanley states that there is no bid bond. A representative with Johnny West Grading states that she was not aware that it was required.
Mr. Stanley notes the irregularity with this bid.

Refer to Bid Summary on all above bids.

Mr. Stanley states that the city attorney will review all the bids and will counsel the Mayor and Council and the Mayor and Council will make the final decision on the bids.

Bid opening adjourned at 4:12 p.m.

Judy Foster

Friday
10-20-89
4:00 p.m.
Closed at
4:10 p.m.

BID SUMMARY

SUGAR HILL GOLF COURSE
Construction

		27 HOLE	18 HOLE	
1.	AYERS ENTERPRISES LTD.			
2.	COPE IRRIGATING & LANDSCAPING, INC.			
3.	COMPLETE GRADING SERVICES, INC.			
4.	DINSMORE GRADING INC.			
5.	DONMAC GOLF SHAPING COMPANY			
6.	18 CONSTRUCTION COMPANY, INC.			
√7.	EXTERIOR DESIGNING, INC. Bid Bond okay	$4,953,134	$3,244,746	
8.	MACHEN CONSTRUCTION COMPANY			
√9.	PHILLIPS AND JORDAN, INC. no Bid Bond	$6,327,867.40	$4,358,717.00	
10.	SPECIALTY GRADING SERVICE, INC.			
11.	THOMPSON IRRIGATION, INC.			
√12.	JOHNNY WEST GRADING irregularity - no Bid Bond	$4,247,389.99	$2,900,105.87	LOW BID

Plans & Specs.
no addendum to project

BID OPENING
BUILDING OF GOLF COURSE
FRIDAY, OCTOBER 20, 1989
4:00 P.M.

BID TABULATION SHEET

Bid # 1

From: Exterior Designing, Inc.
Indiana

Bid Bond Okay

Time Opened: 4:03 p.m. Amount of Bid: $4,953,134 - 27 Hole
3,244,746 - 18 Hole

Bid # 2

From: Phillips & Jordan, Inc.
Knoxville, TN

no Bid Bond found at first glance.

Time Opened: 4:06 p.m. Amount of Bid: $6,327,867.40 - 27 Hole
4,358,717 - 18 Hole

Bid # 3

From: Johnny West Grading
Gainesville, Ga.

no Bid Bond - Jim Stanley notes the inequality.

Time Opened: 4:09 p.m. Amount of Bid: $4,247,389.99 - 27 Hole
2,900,105.87 - 18 Hole

Bid # _____

From: _____

Time Opened: _____ Amount of Bid: $_____

PAGE # _____

JUL

AUG

SEP

MAYOR & COUNCIL MEETING
MONDAY, SEPTEMBER 11, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

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

Old Business
A) Robert Young - Water line on Hillcrest Drive
B) Yard Sale Ordinance
C) Utility Deposits
D) Cable Franchise with Home Cablevision
E) Report from Traffic Engineering concerning Old Suwanee Road

New Business
A) Rezoning Request - K. Hosch - N. Price Road
B) Rezoning Request - L. Cates - Peachtree Ind. Blvd.
C) Ken Bryant & R. Cooper - Abandoning Right-of-way on W. Broad St.
D) Mike Jones - Water Problem on Roberts Drive

City Manager's Report

City Clerk's Report

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, SEPTEMBER 11, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, September 8, 1989.

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

Meeting called to order at 7:35 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 approve the minutes of last month's meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Planning and Zoning
City Clerk Judy Foster reads the minutes of last month's Planning and Zoning meeting and Appeals Board meeting.

Recreation Board
Councilperson Queen reports that the Recreation Board is planning to purchase 3 types of soccer goals and nets and they are repairing the cranks on the tennis court nets. Both these projects are being funded by money made at the Sugar Hill Festival this year.

Clean & Beautiful Committee
Councilperson Queen reports that the Clean & Beautiful Committee is planning to purchase 3 new tables for the Community Center. Mrs. Queen also reports that the Peachtree Village Mobile Home Park had their first "Yard of the Month" Contest and it was judged by the Clean & Beautiful Committee. Mrs. Queen thanks the residents of that mobile home park for their participation in this project.

Budget & Finance
Councilperson Hawthorne reports that the revenues and expenditures are at a par basis for this time of the year. The general fund is still in the red and will probably continue to be until city property taxes go out.

Robert Young - Water line on Hillcrest Drive
Mr. Young is not present.

Yard Sale Ordinance
City Clerk Judy Foster reads the Yard Sale Ordinance as drawn up by the city attorney. (Refer to Ordinance) Councilperson Hawthorne moves to adopt the ordinance and to set the fine fee "up to $200.00." Second to the motion by Councilperson Morris. Vote unanimous.

Utility Deposits
City Clerk Judy Foster states that Mr. Kevin Smith of Sugar Creek Drive has written a letter to the Mayor and Council asking them to amend the utility deposit ordinance. (Refer to letter) Councilperson Hawthorne states that Mr. Smith has made a legitimate request and he states that the council may want to consider decreasing the amount of time the deposit is kept each year until the deposit will be kept for only a one year period. Councilperson Hawthorne moves to table this issue until Mr. Smith is present to discuss this matter. Second to the motion by Councilperson Queen. Vote unanimous.

Cable Franchise with Home Cablevision
City Clerk Judy Foster reads the ordinance to revoke and terminate the franchise with Home Cablevision. Home Cablevision has been given 45 days notice of the intent of the city council to terminate this franchise. Councilperson Hawthorne moves to adopt the ordinance. (Refer to Ordinance) Second to the motion by Councilperson Fowler. Vote unanimous.

Report from Traffic Engineering concerning Old Suwanee Road
City Clerk Judy Foster states that the county does not think it is cost effective to widen or straighten Old Suwanee Road because the study that was completed for that road, did not show a significant amount of traffic problems. They did agree, however, to strip a centerline down the road and install speed limit signs and a warning sign before the sharp curve in the road. Councilperson Queen states that she does think that there is a safety hazzard there and she would like for the council to continue to watch this situation. Resident Kenneth Bryant asks why the city cannot put up a 4-way stop at the intersection of Secret Cove Drive and Owen Circle. Councilperson Queen states that this is a possibility and it will have to be reviewed.

Rezoning Request - K. Hosch - N. Price Road
Sherry Hosch states that they would like to have their property rezoned from HM (Heavy Manufacturing) to RS-100 (Residential) in order to get a fixed rate loan though their loan institution. Mrs. Hosch states that she has checked with other loan institutions and they have all said they would not give a fixed rate loan for commercial property. Councilperson Morris moves to grant the rezoning request to rezone the property to RS-100. Second to the motion by Councilperson Fowler. Vote 2 for, and 2 against (Davis and Hawthorne), and 1 abstains (Queen). Mayor Haggard votes to approve the rezoning request. Rezoning passed 3 to 2.

Rezoning Request - L. Cates - Peachtree Ind. Blvd.
No one is present to represent Mr. Cates. City Clerk Judy Foster states that Mr. Cates is requesting the zoning classification on his property to be changed from HM (Heavy Manufacturing) to BG (General Business). Mr. Cates is proposing to build a convenience store at that location. Councilperson Queen moves to grant the rezoning request to rezone the property to BG, contingent to the parcel of 1.94 acres be subdivided and platted properly. Second to the motion by Councilperson Morris. Vote unanimous.

K. Bryant and R. Cooper

Kenneth Bryant states that Mr. Cooper wants the city to abandon the right of way which touches his property in order for him to have a useable lot to build on. Mr. Bryant would like to build a convenience store on the lot. Councilperson Davis moves to close the street, from Mr. Coopers property line, back to the end of the street. Councilperson Hawthorne states that the city will have to establish and retain easements for the utility lines owned by the city, Mr. Cooper will have to have the property appraised, no ingress or egress will be allowed on the street, and the city attorney will have to be notified to give the council guidance on this matter. Second to the motion by Councilperson Morris. Vote unanimous.

Mike Jones - Water Problem on Hidden Circle

Mr. Jones lives at 1214 Hidden Circle and states that he has had problems with water getting into his basement. He states that until these past few weeks he had never known what was causing this problem. However, with all the rain we have been experiencing lately, he has noticed that a culvert at the edge of his yard has been shut off and all the run off from Hidden Circle comes into his yard. Mr. Jones is requesting that the city run a drainage pipe from the culvert through his side yard and into the creek behind his house. Councilperson Queen states that residents all over the city are experiencing this same problem and that the city cannot go onto personal property to run the line for him. City Building Inspector states that he will call the County Drainage Engineers for guidance on this situation.

Council Reports

Councilperson Hawthorne reads a Resolution to be presented to the county concerning the upgrading and maintaining of city streets. Councilperson Hawthorne moves to adopt the resolution. Second to the motion by Councilperson Queen. Vote unanimous. (Refer to Resolution)

Councilperson Fowler states that he has gotten several complaints concerning the Sugar Bowl Speedway and he himself lives to the rear of the racetrack and states that the loudspeakers are too loud and they are used, at times, until 12:30 in the morning. Councilperson Hawthorne states that he has gone to Mr. Fowler's house before late in the evening to see for himself how loud the speakers are and he states that no one could sleep under those conditions. Cleon Akins states that he also has a complaint about the noise. Mr. Akins states that he has to get up early in the mornings and he never can get to sleep until after midnight.
Mr. Akins also states that the nights vary when the racetrack is operating. Councilperson Fowler moves to have the city marshall go out and have Mr. Bailey stop the loud speakers because it is in violation of the city's Noise Ordinance. Second to the motion by Councilperson Queen. Vote 4 for and 1 opposed (Morris). Motion carried.

Citizens Comments

Gladys Hargett of 948 Pinedale Terrace states that her neighbor Mr. John Cheek has been parking a snap on tool truck on a vacant lot that he owns and he has been damaging the curbs and causing erosion problems. Councilperson Davis states that he went to the Hargetts today and he did see the damage done to the curbs and the mud coming off the bank where Mr. Cheek is parking the truck. Mrs. Hargett states that the truck does not belong to Mr. Cheek. Mayor Haggard reads the ordinance the city has pertaining to parking commercial vehicles on residential property and states that the city marshall needs to enforce this ordinance. City Marshall Steve Kennedy states that he has talked with Mr. Cheek and the Hargetts and Mr. Cheek has talked with the Hargetts about resolving the matter. However, no resolution has been made and Mr. Kennedy states that he will talk to Mr. Cheek again in the morning.

Kenneth Bryant thanks the city for fixing the column at the corner of Owen Circle and Old Suwanee Road.

Adjournment

Councilperson Hawthorne moves to recess the council meeting and enter a personnel meeting. Second to the motion by Councilperson Fowler. Vote unanimous.

Council meeting called back to order by Mayor Haggard.

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

Meeting adjourned at 11:10 p.m.

Judy Foster

O R D I N A N C E

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

It shall be unlawful for any person or entity to conduct a yard sale from property zoned or used for residential purposes unless the person or entity conducting the yard sale shall have received a yard sale permit from the City of Sugar Hill authorizing said sale. A yard sale is hereby defined as the selling or displaying of goods outside of an enclosed permanent structure including, but not limited to, the selling or displaying of goods in the area commonly known as the carport or garage of a residence or the area commonly known as the yard of a residence.

Any yard sale permit issued by the City of Sugar Hill shall be good only for a period not to exceed three days (72 hours) and shall state thereon the time and date the sale is to begin and the time and date the sale is to end, which beginning and ending time shall not cover a span greater than 72 hours. No more than four permits shall be issued for the conduct of a yard sale at any one location within a twelve month period. The cost of a yard sale permit shall be $5.00 per permit.

Any person conducting such a sale, after obtaining such a permit, shall do so in such a manner that any prospective purchaser attending the sale shall not illegally park vehicles on or off the city streets, roads and highways located in the City, and shall not allow parking to be done on adjacent property, without the express written approval of the adjacent property owners. The person obtaining the license and conducting the sale shall be in violation of this ordinance if any parking violations as defined by this or other ordinances are committed by persons attending such a sale. If the person obtaining the license and/or conducting the sale is unable to obtain the cooperation of a visitor to the sale to avoid violating the parking restrictions contained herein, or any other parking ordinances or laws, he shall immediately cease the sale, discontinuing all activities in connection therewith, upon doing so such person shall not have violated this Ordinance and shall have no further responsibility under this Ordinance for any illegally parked vehicles.

Any person convicted of violating this Ordinance shall be subject to a fine of not more than $ 200.00 .

IT IS SO ORDAINED, this 11 day of September, 1989.

ATTEST:

Judy Foster
City Clerk

George A Tappe
Mayor

Carol L. Hewell
Council Member

Robert E. Lanham
Council Member

Bobbie Jones
Council Member

Thomas E. Morris Sr
Council Member

Ruby G. [illegible]
Council Member

M E M O

TO: MAYOR & COUNCIL

FROM: CITY CLERK

DATE: AUGUST 14, 1989

RE: UTILITY DEPOSITS

Enclosed is a letter from Mr. Kevin Smith of Sugar Creek Drive. He is requesting the council amend the utility deposit ordinance in some way to help out the new residents that are moving into the city.

Also enclosed is a newspaper article concerning what the county is considering doing about their deposits.

5060 Sugar Creek Dr.
Sugar Hill, GA 30518
June 6, 1989

Kathy Williamson, CITY Mgr
City of Sugar Hill
Sugar Hill, GA 30518

Dear Kathy:

I hope you enjoyed your vacation. It was nice to see you at the council meeting June 5.

This is my written request for an entry on the July council mtg agenda for the purpose of discussing my proposal to lower the new homeowners' utility deposits. Realizing the need to come into parity with our sister Gwinnett cities AND the need for the city not to lose all the 3 year deposits at one time, the following phased in schedule is suggested:

New deposit total of $35.00 for home closings on/after 9/1/89
Refund of the $150 to all homes closed in 1987 by 12/1/89
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" " " " " " " " " 1989 by 12/1/90

I also suggest (shortening) reducing the deposit (without interest pymt) period from 36 to 12 months. All homes requiring deposits on/after 9/1/89 shall be refunded 12 months after being placed with the city. Kindly share these suggestions with our council members prior to the July mtg. The city council is urged to adopt these revisions to be fairer to our citizens, i.e. the city taxpayers and voters.

Thank you for your cooperation on this.

Respectfully, [illegible]

Daily News, Wednesday, June 28, 1989

County proposal would require renter utility deposit from landlords

By Wendy Parker
Daily News staff writer

LAWRENCEVILLE — Gwinnett Public Utilities Department officials are considering a proposal to make rental property owners responsible for the utility bills of renters who move before reconciling outstanding accounts.

Administrative division director Ted Work said the department's collection efforts have been hampered by renters who move without paying water and sewer bills, although the overall collection record is "very good."

"This would make it that much better," Work said. "If he wants, the owner can get a utility deposit from the renter. This is not unprecedented."

Work did not immediately have figures available to explain his proposal, which was informally mentioned to Gwinnett County Commissioners and water and sewer authority members by department director Ron Seibenhener Tuesday morning.

An owner "knows when a renter moves out, we don't," Seibenhener said. "It is a commonly done thing in the public utility industry."

The proposal, which Seibenhener said is still in the discussion stages, would apply to owners of single-family houses, duplexes and similar rental property. It would not apply to large apartment complexes that already pay a utility deposit to cover non-paying renters.

But water and sewer authority member Charles Wilder, who owns rental property, was cool to the idea.

"If they skip out on me, I'm hit a lick," he said. "But if they skip out on the county, well, I'm not a collection agency."

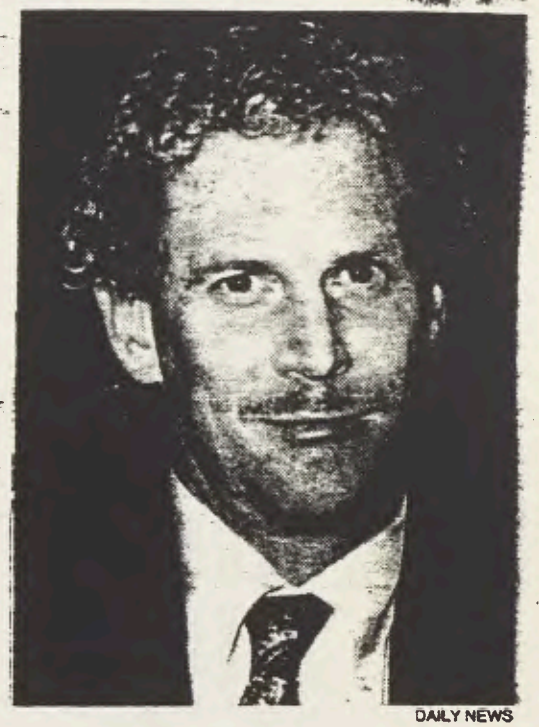
Wilder said he already writes off around $1,000 monthly in lost expenses related to his rental properties, and another expense "would be just another lost revenue to me as a businessman."

Wilder would not disclose how much rental property he owns in the county.

Also on Tuesday, the water and sewer authority approved a six-month extension of Gwinnett County's contract with the Atlanta Regional Commission for water from Lake Lanier.

The extension is necessary for the county to continue receiving its current water supply while the ARC presses for congressional action to reallocate water resources at Lake Lanier.

ARC spokeswoman Julie Ralston said the proposal, if approved, would draw water from Lake Lanier and would designate more for public consumption to avoid possible water shortages.



DAILY NEWS

Public Utilities Director Ron Seibenhener presented the proposal to officials.

The contract was scheduled to expire by the end of June.

O R D I N A N C E

REVOKING HOME CABLEVISION OF GWINNETT INC. AND ITS ASSIGNS' RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE TELEVISION TRANSMISSION AND SERVICE DISTRIBUTION FACILITIES AND ADDITIONS THERETO UNDER AND OVER THE STREETS LANES, AVENUES, ALLEYS, BRIDGES, HIGHWAYS AND OTHER PUBLIC PLACES IN THE CITY OF SUGAR HILL, GEORGIA, TOGETHER WITH ADDITIONS THERETO FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING A TELEVISION ANTENNAE SYSTEM, CLOSED-CIRCUIT TELEVISION SYSTEM, CABLE AND TELEVISION SECURITY SYSTEM AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and City Council of City of Sugar Hill of the State of Georgia finds the following facts to be true and correct:

A. On or about September 30, 1985, the City of Sugar Hill granted unto Home Cablevision of Gwinnett, Inc. a franchise which gave the right to construct, maintain and operate television transmission and service distribution facilities and additions thereto, under and over the streets, lanes, avenues, alleys, bridges, highways and other public places in the City of Sugar Hill, Georgia, together with additions thereto for the purpose of constructing, operating and maintaining a television antennae system, closed-circuit television system, cable and television system and for other purposes (hereinafter referred to as a "franchise").

B. The aforesaid Franchise was accepted by Home Cablevision of Gwinnett, Inc. on or about October 9, 1985.

C. Said Franchise was conditioned on Home Cablevision of Gwinnett, Inc. accomplishing significant construction of the necessary apparatus for cable television operations for providing of programming services within one (1) year after the granting of said Franchise.

D. Home Cablevision of Gwinnett, Inc. has not completed significant construction within the City of Sugar Hill as of September 11, 1989.

E. Home Cablevision of Gwinnett, Inc. failure to complete any significant construction is a breach of Section XIX subparagraphs (a), (d), and (e) of the franchise ordinance.

F. The City of Sugar Hill has given Home Cablevision of Gwinnett, Inc. forty-five (45) days written notice of its intent to revoke and terminate the franchise granted to Home Cablevision of Gwinnett, Inc.

G. Home Cablevision of Gwinnett, Inc. has not shown sufficient good cause for its breach.

H. Home Cablevision of Gwinnett, Inc. has failed to cure its breach.

THEREFORE, be it ordained by the Mayor and Council of the City of Sugar Hill, State of Georgia, as follows:

1. That the franchise granted to Home Cablevision of Gwinnett, Inc. on September 30, 1985, and accepted by Home Cablevision of Gwinnett, Inc. on October 9, 1985, is hereby revoked and terminated, subject only to the right of appeal outlined in Section XVIII of the franchise ordinance.

2. This ordinance shall be in full force and effect from and after its adoption by the Mayor and City Council for the City of Sugar Hill, State of Georgia.

SO ADOPTED this 11 day of September, 1989.

Mayor

Attest:

City Clerk

GWINNETT COUNTY
Department of Transportation
Traffic and Operations Division
(404) 822-7400

September 7, 1989

Ms. Kathy Williamson
City Manager
City of Sugar Hill
4988 W. Broad Street
Sugar Hill, GA 30518

Subject: Old Suwanee Rd.

Dear Ms. Williamson:

Bob Manning has asked me to respond to your letter of August 16, 1989, about traffic safety concerns on Old Suwanee Rd.

I have completed a traffic study of Old Suwanee Rd. in the City of Sugar Hill. Old Suwanee Rd. is a two-lane road with an average width of about 20 feet (24 feet is desirable). The traffic volumes on Old Suwanee Rd. are relatively light. The average daily traffic (ADT) on Old Suwanee Rd. south of Secret Cove Dr. is 1628 and north of Secret Cove Dr. is 1020. The accident history on this road from Buford Hwy. to Old Atlanta Hwy. (Jan. 1, 1983 thru July 31, 1989) is as follows:

Acc.	Inj.	Rear-End	Angle	Off-Road	Side Swipe-Opp
8	3	1	1	6	0
Fatality (12/11/88)		0	0	0	1

In 6 1/2 years, the nine (9) accidents are not a significant safety problem for Old Suwanee Rd., but the fatal accident is a tragic accident, as are all fatalities. The widening or straightening of Old Suwanee Rd. would not be cost justified based on traffic volume or traffic safety.

The other problem reviewed is the new intersection at Secret Cove Dr. The sight distance, looking south, is blocked by a new fence and landscaping as well as trees and underbrush. The developer of Secret Cove Sub-division should have been required to provide adequate sight distance at this development.

75 LANGLEY DRIVE • LAWRENCEVILLE, GEORGIA 30245-6900

The County will agree to improve the safety of Old Suwanee Road by doing the following:

1. Install pavement marking - a centerline will be added to Old Suwanee Road from Buford Highway to Old Atlanta Highway. Our striping crew will try to add edgelines if they meet our engineering guidelines. This road is a borderline case for edgelines, because of the roadway width.

2. Install warning signs - a curve warning sign will be installed about 500 feet before Secret Cove Drive, in the northbound direction (near the barn).

3. Remove speed limit Sign - a 30 MPH speed limit sign southbound (before Secret Cove Drive), conflicts with the 25 MPH sign.

Per our phone conversation, the city has agreed to work with the developer to improve the sight distance at Secret Cove Drive (Southwest quadrant). They will remove the fence and bushes and clear the undergrowth so motorist can see traffic south of Secret Cove Drive on Old Suwanee Road.

I would recommend to you and the City Council that you modify your development review process to insure all new driveways and streets in your corporate limits meet minimum safety standards for sight distance.

If you have any questions, please advise.

Sincerely,

W. Martin Bretherton, Jr., P.E.
Traffic Studies Engineer

WMB/nm

cc: George Black, Jr., P.E.
Joseph Womble, P.E.
Bob Manning

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 (RS-100) 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 September, 1989.

Mayor

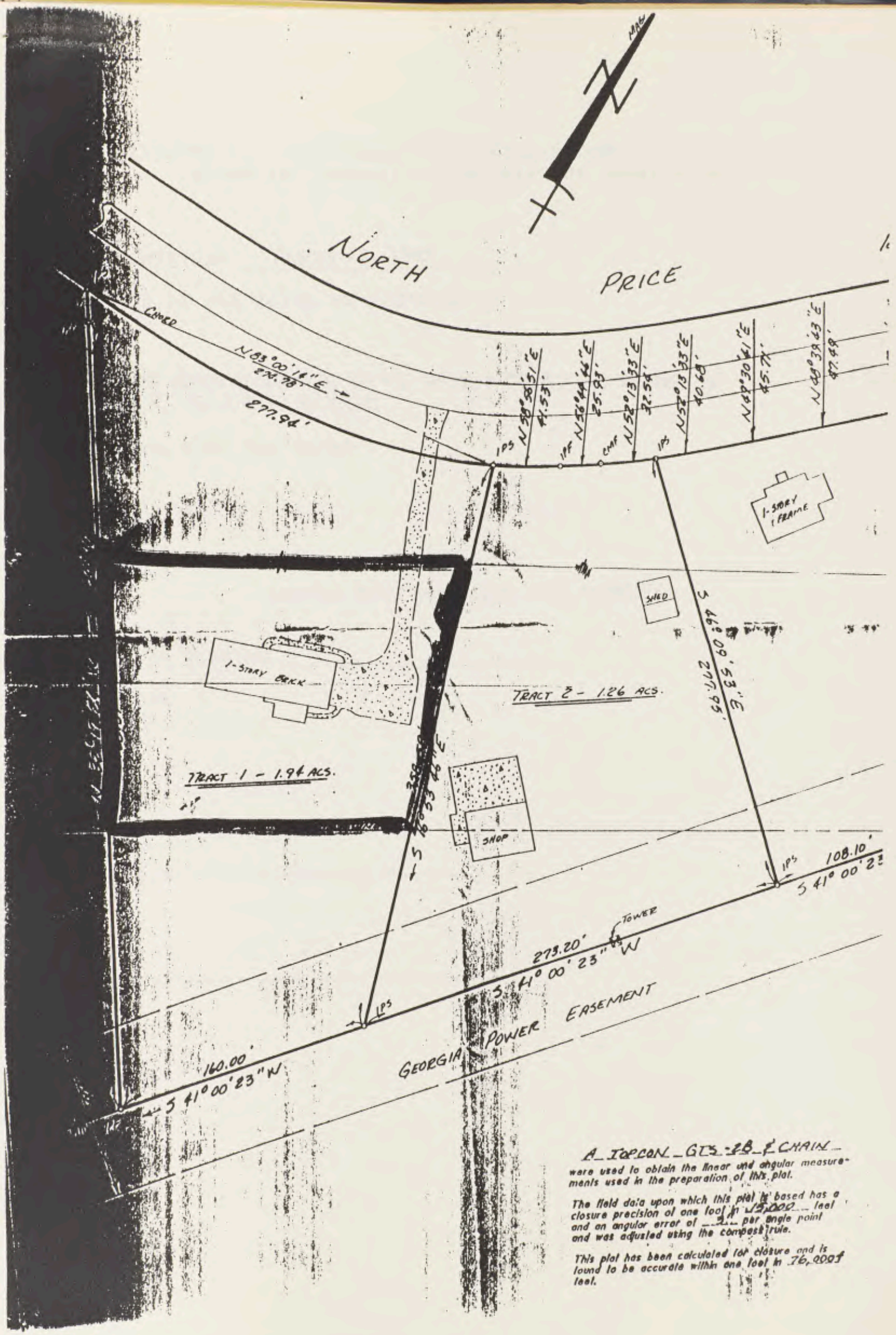
Council Member

Council Member

Council Member

Council Member

Council Member



A TOPCON GTS-2B & CHAIN were used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 15,000 feet and an angular error of 2" per angle point and was adjusted using the compass rule.

This plat has been calculated for closure and is found to be accurate within one foot in 76,000+ feet.

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

DATE OF P&Z MEETING August 21, 1989

COMMENTS MADE BY P&Z BOARD ON REZONING:

HOSCH REZONING

PLANNING & ZONING BOARD RECOMMENDS TO THE MAYOR & COUNCIL TO REZONE THE PROPERTY AT 259 N. PRICE ROAD TO RS100

RECOMMENDATION FROM P&Z BOARD:

SAME AS ABOVE

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

_____

CITY MANAGER

_____

CITY CLERK

JULY

AUG

CITY OF SUGAR HILL

REZONING APPLICATION
FEE $50.00

DATE OF APPLICATION 8-9-89

PROPERTY OWNER'S NAME Thurn Hosch

PROPERTY OWNER'S ADDRESS 257 N. Price Rd.
Buford Ga. 30518

ATTACH LEGAL DESCRIPTION AND PLAT OF PROPERTY

DESCRIPTION OF PROPOSED USE:

Home

TIMETABLE FOR DEVELOPMENT:

EXISTING ZONING ~~Commercial~~ Heavy Mfg. PROPOSED ZONING Residential RS-100

SIGN ERECTED OF PROPERTY: YES ✓ NO

Letters Sent to Surrounding Property owners

****

FOR ADMINISTRATIVE USE ONLY

DATE APPLICATION RECEIVED 8-9-89

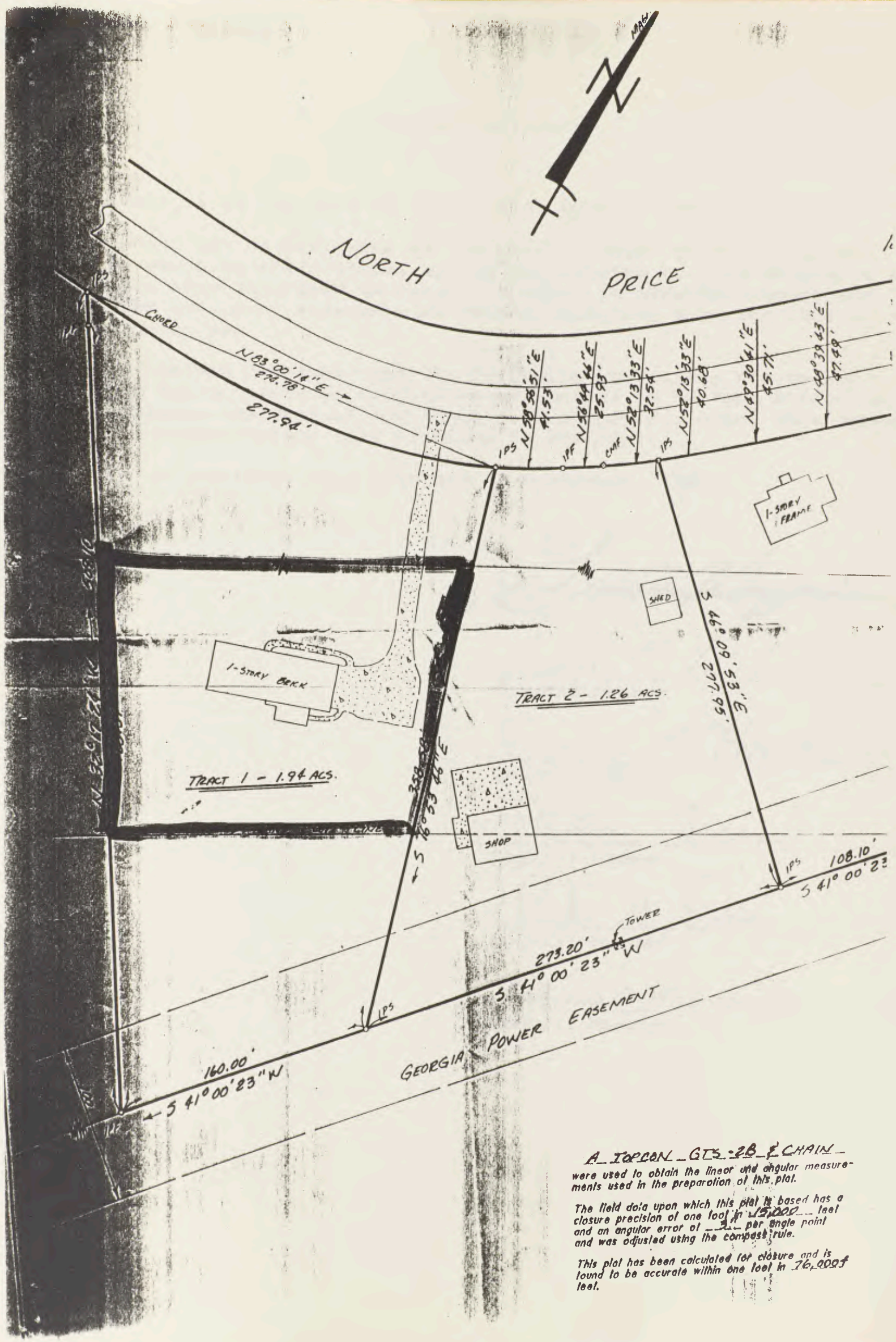
RECEIVED BY Holly Burell

FEE PAID $50.00 CHECK # 803

PAID

AUG 09 1989

CITY OF SUGAR HILL



A TOPCON GTS-2B & CHAIN were used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 15,000 feet and an angular error of 3" per angle point and was adjusted using the compass rule.

This plat has been calculated for closure and is found to be accurate within one foot in 76,000+ feet.

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 General Business District (BG) on said official zoning map.

BE IT FURTHER ORDAINED that the following conditions are hereby included on the property as conditions of zoning: A 40 foot buffer is required between residential and commercial property. Also, this property must be subdivided before this rezoning is official.

IT IS SO ORDAINED, this 11th day of September, 1989.

George Haggard
Mayor

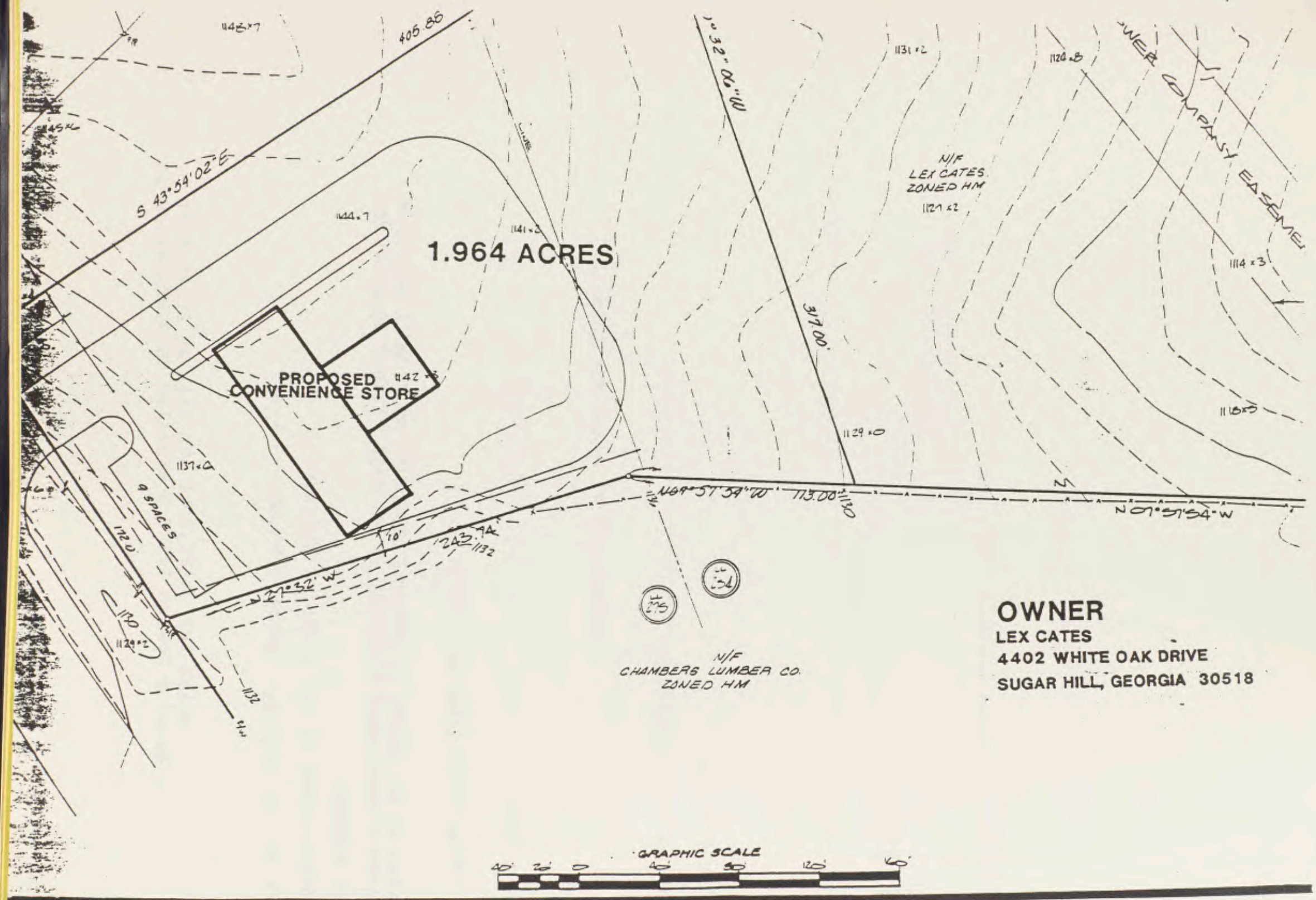
Robert E. Foster
Council Member

David L. Hewell
Council Member

Bobbie Queen
Council Member

Ruby M. Dixon
Council Member

Thomas C. Morris Sr.
Council Member



OWNER
LEX CATES
4402 WHITE OAK DRIVE
SUGAR HILL, GEORGIA 30518

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

DATE OF P&Z MEETING ~~August 21, 1989~~

COMMENTS MADE BY P&Z BOARD ON REZONING:

CATES REZONING

PLANNING & ZONING BOARD RECOMMENDS TO THE MAYOR & COUNCIL TO REZONE THE PROPERTY AT THE CORENER OF PEACHTREE INDUSTRIAL AND N. PRICE ROAD TO BG.

RECOMMENDATION FROM P&Z BOARD:

Same as above

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

_____

CITY MANAGER

_____

CITY CLERK

JULY

AUG

CITY OF SUGAR HILL

REZONING APPLICATION
FEE $50.00

DATE OF APPLICATION 8/11/89

PROPERTY OWNER'S NAME Lex Cates

PROPERTY OWNER'S ADDRESS 4402 White OAK Dr
Sugar Hill GA 30518

ATTACH LEGAL DESCRIPTION AND PLAT OF PROPERTY

DESCRIPTION OF PROPOSED USE:
Convenience Store

TIMETABLE FOR DEVELOPMENT:

EXISTING ZONING HM Heavy Industrial PROPOSED ZONING BG Convenience Store

SIGN ERECTED OF PROPERTY: YES Yes NO

letters sent to surrounding property owners

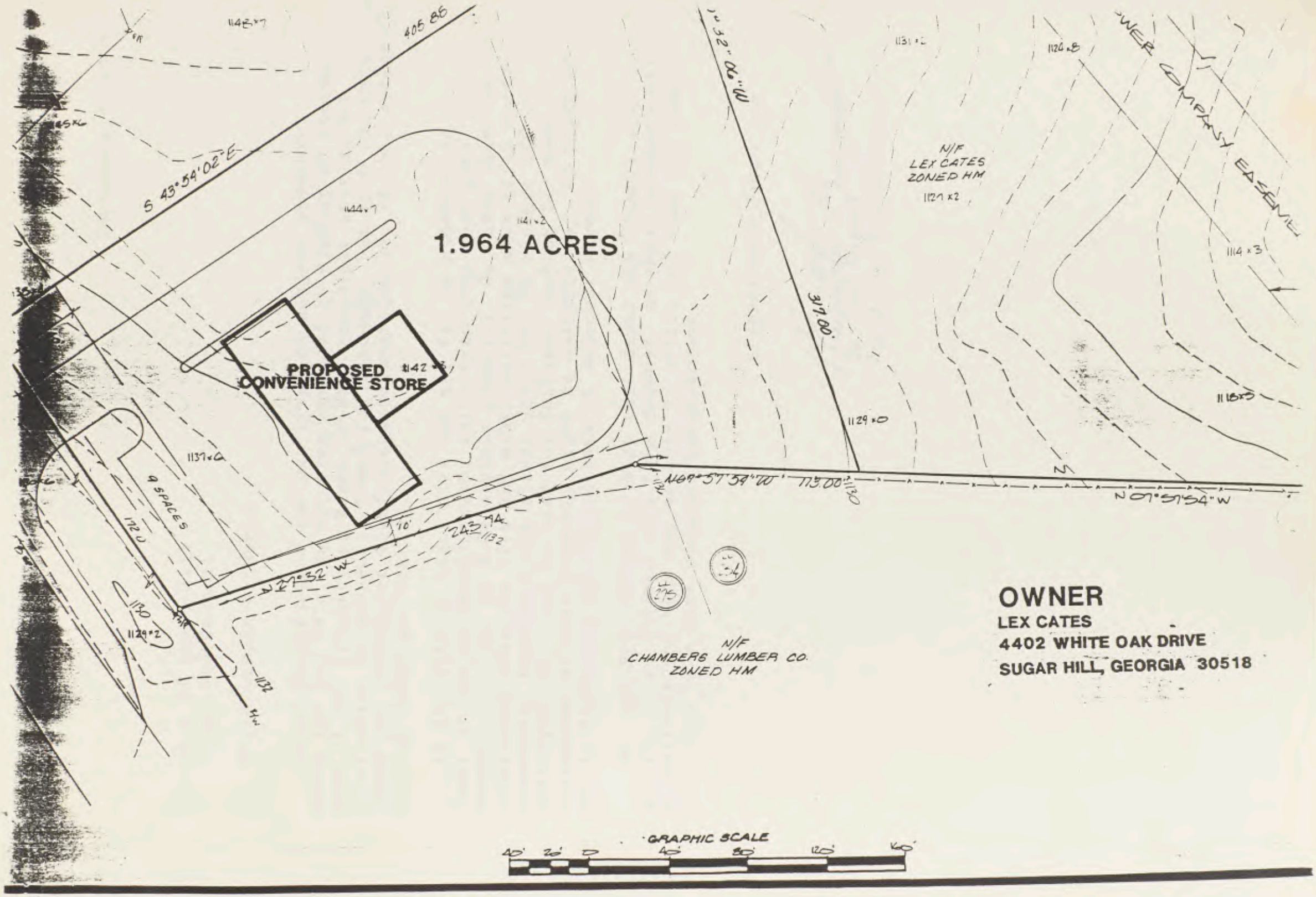
****

FOR ADMINISTRATIVE USE ONLY

DATE APPLICATION RECEIVED 8-11-89

RECEIVED BY

FEE PAID 50.00 CHECK # 103



OWNER
LEX CATES
4402 WHITE OAK DRIVE
SUGAR HILL, GEORGIA 30518

September 5, 1989

To: City of Sugar Hill
Mayor and Council

Re. Royce Cooper Property

Royce Cooper own's and has lived on subject property since the mid 40's. He has been squeezed by Highway 20 taking part of his property as Right of Way, therefore leaving him a Lot which is presently Zoned for Business, but with set back lines and Government Regulations prohibiting use of this property for Gas Pumps and Parking.

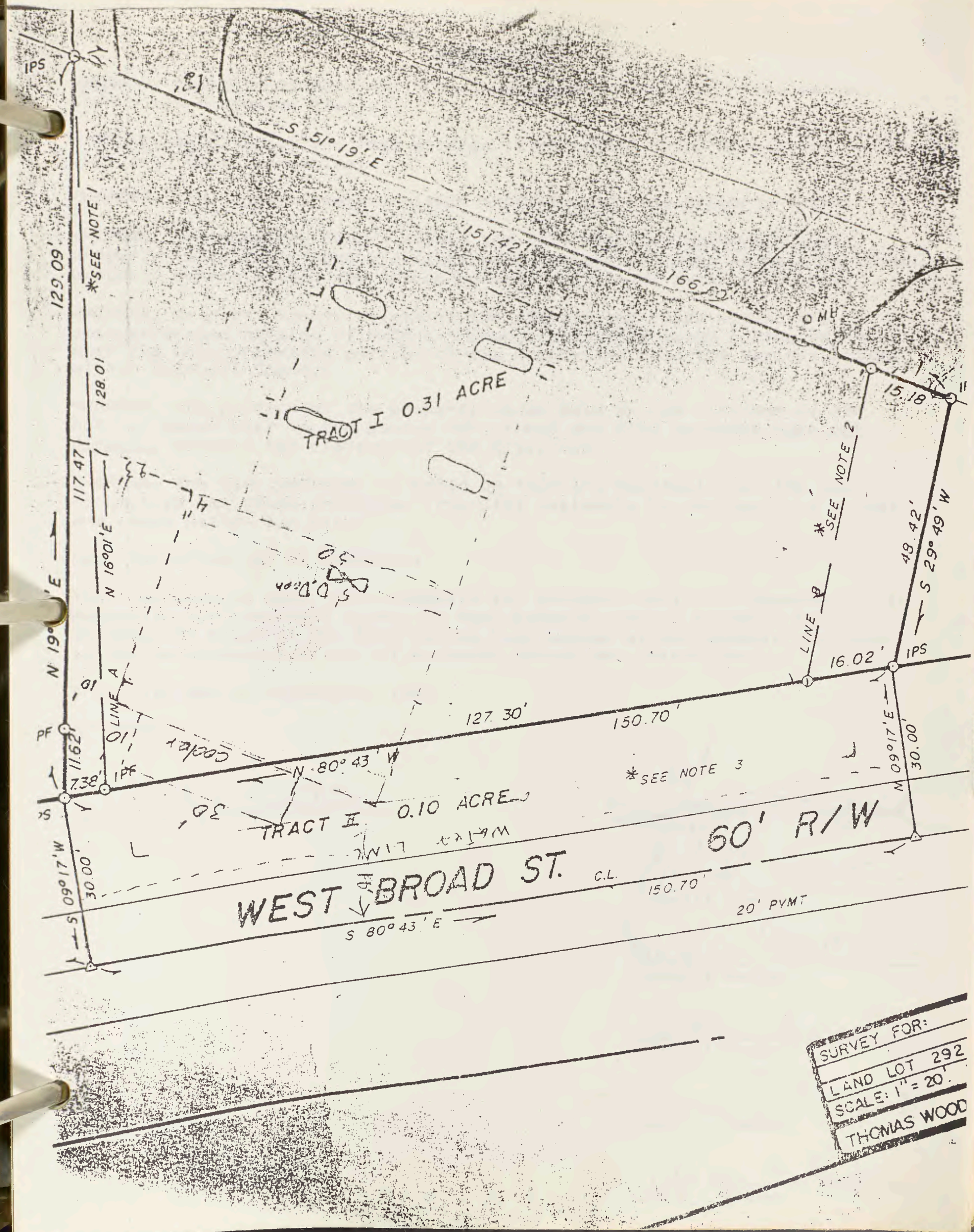
If the City of Sugar Hill can see fit to abandon the Right of Way on Broad Street, which dead ends just past his property, it can be made useable property. By doing this, we understand that the City and other Utilities must still retain easements, therefore the street would not be blocked off or destroyed. But, may be used for Employee parking for such businesses as said property might be suitable for, if Right of Way is abandoned and deeded back to adjacent owners.

Mr. and Mrs. Cooper do hope that Mayor and Council will see fit to go forward with this request, so their property will be sellable and they may be able to retire and move off this busy road to a more peacable neighborhood.

Respectfully Submitted

Ruth Bryant

By: Ken Bryant
Agent for Royce Cooper


IPS
S 51° 19' E
151.42'
166.
OHW
15.18
129.09'
*SEE NOTE 1
128.01
117.47
N 16°01' E
N 19°
TRACT I 0.31 ACRE
*SEE NOTE 2
S 29° 49' W
48.42'
LINE B
16.02'
IPS
LINE A
PF
11.62'
7.38'
IPF
127.30'
150.70'
N 80° 43' W
*SEE NOTE 3
N 09°17' E
30.00'
TRACT II 0.10 ACRE
60' R/W
WEST BROAD ST.
C.L.
150.70'
20' PVMT
S 80° 43' E
S 09°17' W
30.00'
SURVEY FOR:
LAND LOT 292
SCALE: 1" = 20'
THOMAS WOOD

RESOLUTION

WHEREAS, the City of Sugar Hill has substantial street and road mileage within its Corporate limits;

WHEREAS, said street and road mileage is currently being maintained by the City with City tax monies;

WHEREAS, the property owners within the City pay City property taxes;

WHEREAS, the property owners within the City also pay Gwinnett County property taxes based upon a millage rate at least as high as paid by those property owners within the unincorporated portion of Gwinnett County;

WHEREAS, Gwinnett County maintains the streets and roads within the unincorporated portion of Gwinnett County utilizing taxes collected from both the unincorporated portion of the County and from the various Cities within Gwinnett County;

WHEREAS, the portion of the property taxes paid by the citizens of the City of Sugar Hill to the County for street and road purposes <u>does not directly</u> benefit the citizens of the City; and

WHEREAS, the City believes it would be fair and equitable for the County to utilize tax funds collected from City residents to maintain the streets and roads within the City.

NOW, THEREFORE, BE IT RESOLVED:

That the City of Sugar Hill requests the Gwinnett Municipal Association to negotiate with Gwinnett County to have Gwinnett County maintain the streets and roads of the City in the same manner as the streets and roads in the unincorporated area of Gwinnett County are maintained.

This 11th day of September, 1989.

ATTESTED:

Judy Foster
City Clerk

George Haggard
Mayor

Robert Fowler
Council Member

David L. Hawk
Council Member

Bobbie Queen
Council Member

Thomas C. Morris Jr.
Council Member

Gordon B. Dean
Council Member

JULY

AUG

MAYOR & COUNCIL MEETING
MONDAY, AUGUST 14, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

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

Old Business
A) Wheeling Fees
B) Yard Sale Ordinance
C) Utility Deposits

New Business
A) Rezoning Request - J. Chambers - Hannah Street
B) Set Election Date and Qualifying Fees & Dates
C) Review Millage Rates for Property Taxes and Motor Vehicle Taxes
D) Donations to Schools for Yearbooks
E) CDBG - New Federal Issues to be Addressed

City Manager's Report

City Clerk's Report

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, AUGUST 14, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, August 11, 1989

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

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

Silent moment of prayer. Pledge to the flag led by Councilperson Queen.

Councilperson Fowler moves to approve minutes from last month's meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Planning and Zoning
Minutes for Planning and Zoning Board and Planning and Zoning Board of Apppeals read by City Manager Kathy Williamson.

Recreation Board
Councilperson Queen reports the new pavillion at the park has been completed except for the paving to be done. Also, starting Wednesday August 16, 1989 the fall softball league will begin. The report on the Sugar Hill Festival showed a profit of $1,344.36 to be used for more equipment for the park.

Clean & Beautiful Committee
Councilperson Queen reports of a beautification project the Peachtree Village Mobile Home Park has going. Four people from the committee will judge the yards in the mobile home park to decide on the yard of the month. This program will hopefully encourage mobile home owners to take pride in their yards.

Budget & Finance
Councilperson Hawthorne reports the budget at the end of 7 months is within 1/100 of a percent of being exactly as planned.

Wheeling Fees
See letters from Jeff Herman. Mr Herman is present and states this would not cost the city anything, that it would help pay for the sewer line already installed. Councilperson Queen asks Mr Herman if he has contacted City of Buford concerning them running a sewer line. Mr. Herman states the City of Buford has no intention of running the line until there is further need. Councilperson Morris states if Mr. Herman was allowed to hook onto the line then the next person to come along would also expect the City of Sugar Hill to grant them permission and so forth. Councilperson Morris moves to deny the request. Second to the motion by Councilperson Fowler. Vote unanimous.

Yard Sale Permit
Tabled until next month because of error in ordinance.

Utility Deposits
Tabled until next meeting.

Rezoning Request
Mr. James Chambers of 4944 Hannah St. requests the zoning of his property to be changed from RS 100 to BG. Mr. Chambers is present and states he has no plans for the property at this time. This request is for resale purpose only. Mr. Griffon Braddock of 4934 Hannah St. is also present and states in his opinion the roads are too narrow and the road is a one way street. Mr. Chambers property is in the curve and could possibly cause a dangerous situation. Mr. Braddock asks Councilperson Morris to abstain, as he has personal interest in this zoning. Mr. John Adams of 4909 Roosevelt Circle is present and states that if 51% of the residents this effects would consider commercializing, he would not fight this but if not he would fight it all the way.
Mayor Pro Tem Hawthorne asks for a motion. Request dies for lack of action.

Qualifying Fees and Dates
City Manager Williamson reads memo from election supervisor.
Councilperson Morris moves to approve the date and fees recommended by the election supervisor. Second to the motion by Councilperson Fowler. Vote unanimous.

Millage Rates
Councilperson Morris moves to lower the millage rate for 1990 to 6 mils. Second to the motion by Councilperson Davis. Vote unanimous.

Yearbook Donations
Councilperson Queen states this has already been resolved. The city will not donate any money for the yearbooks to any of the schools.

CDBG - New Federal Issues
Councilperson Queen recommends City Manager Williamson to construct a letter to be sent to Congressman Jenkins stating the City of Sugar Hill is for continuing the CDBG program. The letter should be signed by the Mayor.

Community Center Policies and Procedures
Councilperson Queen previously submitted the revised policies and procedures for the community center. Councilperson Fowler moves to approve them as written. Second to the motion by Councilperson Morris. Vote unanimous.

City Manager Report
Nothing to Report

City Clerk Report
Nothing to Report.

Council Report
Councilperson Queen brings to the attention of the council the potential danger on Old Suwanee Road at the intersection of Secret Cove Dr. Councilperson Queen states it is almost impossible to see when coming out of Secret Cove Subdivision and there could possibly be a fatal accident. She recommends writing a letter to Gwinnett County engineers to see if it would be possible to widen or straighten Old Suwanee Road. Councilperson Queen moves to have City Manager Williamson write a letter to the appropriate people. Councilperson Hawthorne recommends including Commissioner Dodd. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Hawthorne comments to the public that just because the Mayor & Council lowered the millage rate to 6 mils there is no guarantee their taxes will decrease. The county is reassessing everyday and that will effect the city taxes as well.

Councilperson Fowler has been appointed to the county Planning & Zoning Board and will meet for their first meeting on Monday, August 21, 1989.

Councilperson Morris states the city is in need of an increase in the sewer rate. He moves to keep the base rate of $1.10 for the first thousand gallons of water usage the same. The increase would come on the usage over one thousand gallons. The current rate is $1.06 and would be changed to $1.20 This would be an increase of $.60 on the average sewer bill. Second to the motion by Councilperson Queen. Vote unanimous.

Citizens Comments
Barbara Hoover questions the council on when the last sewer increase. City Manager Williamson comments it has been approximately 10 months, but the increase at that time was not large enough to cover the expense. Ms. Hoover also states she is disappointed that the city will no longer be donating to the schools. Councilperson Queen says the council feels the taxpayers money could be spent in ways more beneficial to the residents.

Greg Smith asks the council what the hours are at the park and at what time the tennis courts lights are to go off. Councilperson Queen states the timer on the tennis courts lights is set for 11:00 p.m. but there has been a problem with the timer. She says she will contact the electrician and have him work on the timer.

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

Council meeting adjourned at 8:40 p.m.

Chandra Free

HERMAN
DEVELOPMENT
ENTERPRISES

August 11, 1989

City of Sugar Hill
4988 W. Broad Street
Sugar Hill, Georgia 30518

Attention: City Council

RE: Ellis Maloof Property on Buford Highway

Dear Sirs/Madams:

In addition to the $2500.00 initial fee and the $60.00 per month fee until January 1, 2000, we will be willing to pay the going rate for sewage on any gallon usage over 40,000 gallons per month.

Very truly yours,

Jeff Herman

JH/pw

3209 BUFORD HIGHWAY (P.O. BOX 308), 2ND FLOOR, CITIZENS BANK BUILDING, DULUTH, GEORGIA 30136 (404) 476-1266 FAX (404) [illegible]

HERMAN
DEVELOPMENT
ENTERPRISES

July 27, 1989

City of Sugar Hill
4988 W. Broad Street
Sugar Hill, Georgia 30518

Attention: City Council

RE: .8 acre piece of land owned
by Ellis Maloof on Buford Highway.

Dear Sirs/Madams:

It is our intent to purchase the above referenced property if we can arrive upon an agreeable wheeling fee for our sewer needs.

We propose to you an initial $2,500.00 fee with payments of $60.00 per month until January 1, 2000.

If this is agreeable to the City Council, we wish them to act upon it in an expeditious manner.

Very truly yours,

Jeff Herman

JH/pw

3209 BUFORD HIGHWAY (P.O. BOX 308), 2ND FLOOR, CITIZENS BANK BUILDING, DULUTH, GEORGIA 30136, (404) 476-4266, FAX (404) 476-7324

O R D I N A N C E

The Council of the City of Sugar Hill, Georgia hereby ordains the following policy regarding yard sale permits:

Any permit issued by the City of Sugar Hill regarding yard sales, shall be good only for a period not to exceed four days (96 hours) per year and shall state thereon the time and date the sale is to begin and the time and date the sale is to end, which beginning and ending time shall not cover a greater span than 96 hours. No license shall be issued to any person to operate such a sale if the sale is to be conducted from a location from which a similar sale has been conducted within the preceding twelve (12) months.

Any person conducting such a sale, after obtaining such a license, shall do so in such a manner that any prospective purchaser attending the sale shall not illegally park vehicles on or off the city streets, roads and highways located in the city, and shall not allow parking to be done on adjacent property, without the express written approval of the adjacent property owners. The person obtaining the license and conducting the sale shall be responsible, in addition to any other persons which may have violated any no parking zones or parking ordinances, or any parking violations by persons attending such a sale. If the person obtaining the license and/or conducting the sale is unable to obtain the cooperation of a visitor to the sale to avoid violating the parking restrictions contained herein, or any other parking ordinances or laws, and shall immediately cease the sale, discontinuing all activities in connection therewith, upon doing so such person shall not have violated this Ordinance and shall have no further responsibility for any illegally parked vehicles.

This Ordinance shall become effective on this 14th day of August, 1989.

IT IS SO ORDAINED, this 14th day of August, 1989.

Denied

Attest

Mayor

SEAL

Council Member

Council Member

Council Member

Council Member

Council Member

M E M O

TO: MAYOR & COUNCIL

FROM: CITY CLERK

DATE: AUGUST 14, 1989

RE: UTILITY DEPOSITS

Enclosed is a letter from Mr. Kevin Smith of Sugar Creek Drive. He is requesting the council amend the utility deposit ordinance in some way to help out the new residents that are moving into the city.

Also enclosed is a newspaper article concerning what the county is considering doing about their deposits.

5060 Sugar Creek Dr.
Sugar Hill, GA 30518

June 6, 1989

Kathy Williamson, CITY Mgr
City of Sugar Hill
Sugar Hill, GA 30518

Dear Kathy:

I hope you enjoyed your vacation. It was nice to see you at the council meeting June 5.

This is my written request for an entry on the July council mtg agenda for the purpose of discussing my proposal to lower the new homeowners' utility deposits. Realizing the need to come into parity with our sister Gwinnett cities AND the need for the city not to lose all the 3 year deposits at one time, the following phased in schedule is suggested:

New deposit total of $35.00 for home closings on/after 9/1/89
Refund of the $150 to all homes closed in 1987 by 12/1/89
" " " " " " " " " 1988 by 6/1/90
" " " " " " " " " 1989 by 12/1/90

I also suggest (shortening) reducing the deposit (without interest pymt) period from 36 to 12 months. All homes requiring deposits on/after 9/1/89 shall be refunded 12 months after being placed with the city. Kindly share these suggestions with our council members prior to the July mtg. The city council is urged to adopt these revisions to be fairer to our citizens, i.e., the city taxpayers and voters.

Thank you for your cooperation on this.

Respectfully, [illegible] Smith

Daily News, Wednesday, June 28, 1989

County proposal would require renter utility deposit from landlords

By Wendy Parker
Daily News staff writer

LAWRENCEVILLE — Gwinnett Public Utilities Department officials are considering a proposal to make rental property owners responsible for the utility bills of renters who move before reconciling outstanding accounts.

Administrative division director Ted Work said the department's collection efforts have been hampered by renters who move without paying water and sewer bills, although the overall collection record is "very good."

"This would make it that much better," Work said. "If he wants, the owner can get a utility deposit from the renter. This is not unprecedented."

Work did not immediately have figures available to explain his proposal, which was informally mentioned to Gwinnett County Commissioners and water and sewer authority members by department director Ron Seibenhener Tuesday morning.

An owner "knows when a renter moves out, we don't," Seibenhener said. "It is a commonly done thing in the public utility industry."

The proposal, which Seibenhener said is still in the discussion stages, would apply to owners of single-family houses, duplexes and similar rental property. It would not apply to large apartment complexes that already pay a utility deposit to cover non-paying renters.

But water and sewer authority member Charles Wilder, who owns rental property, was cool to the idea.

"If they skip out on me, I'm hit a lick," he said. "But if they skip out on the county, well, I'm not a collection agency."

Wilder said he already writes off around $1,000 monthly in lost expenses related to his rental properties, and another expense "would be just another lost revenue to me as a businessman."

Wilder would not disclose how much rental property he owns in the county.

Also on Tuesday, the water and sewer authority approved a six-month extension of Gwinnett County's contract with the Atlanta Regional Commission for water from Lake Lanier.

The extension is necessary for the county to continue receiving its current water supply while the ARC presses for congressional action to reallocate water resources at Lake Lanier.

ARC spokeswoman Julie Ralston said the proposal, if approved, would draw water from Lake Lanier and would designate more for public consumption to avoid possible water shortages.

DAILY NEWS

Public Utilities Director Ron Seibenhener presented the proposal to officials.

The contract was scheduled to expire by the end of June.

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

DATE OF P&Z MEETING 7-17-89

COMMENTS MADE BY P&Z BOARD ON REZONING:

MOVED TO RECOMMEND REZONING BUT MOTION DIED FROM LACK OF SECOND.

RECOMMENDATION FROM P&Z BOARD:

ACTION MADE BY MAYOR AND COUNCIL

DATE OF PUBLIC HEARING _____

COUNCIL ACTION:

_____

CITY MANAGER

_____

CITY CLERK

CITY OF SUGAR HILL

3rd Monday of July

REZONING APPLICATION
FEE $50.00

DATE OF APPLICATION 6/14/89 945-3358

PROPERTY OWNER'S NAME JAMES C CHAMBERS

PROPERTY OWNER'S ADDRESS 4944 HANNAH St.
SUGAR HILL GA 30518

ATTACH LEGAL DESCRIPTION AND PLAT OF PROPERTY

DESCRIPTION OF PROPOSED USE: Rezone for Commercial Re-Sale.

TIMETABLE FOR DEVELOPMENT:

EXISTING ZONING Residential RS100 PROPOSED ZONING Commercial BG

SIGN ERECTED OF PROPERTY: YES ✓ NO

****

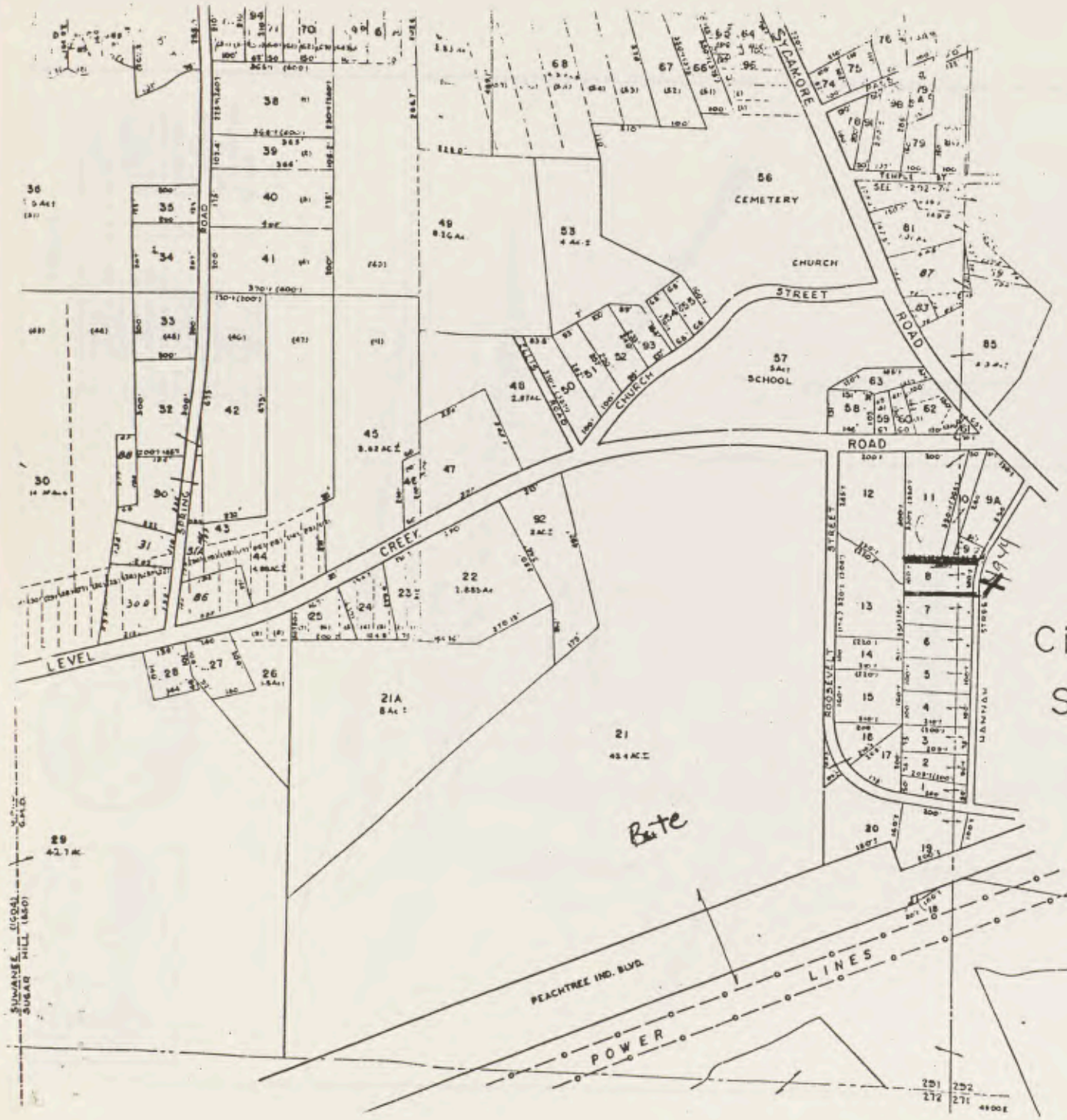
FOR ADMINISTRATIVE USE ONLY

DATE APPLICATION RECEIVED 6/16/89

RECEIVED BY Holly Burell

FEE PAID ✓ $50.00 CHECK # Cash

CHAMBERREZONE


City of
Sugar Hill
CEMETERY
CHURCH
SCHOOL
STREET
ROAD
CHURCH
CREEK
LEVEL
SPRING
ROOSEVELT
STREETS
SYCAMORE
TEMPLE
PEACHTREE IND. BLVD.
POWER
LINES
Bute

In my opinion, this is a correct representation of the land parcel and was surveyed to conformity with the minimum standards and requirements of law.

Paul E. Borders

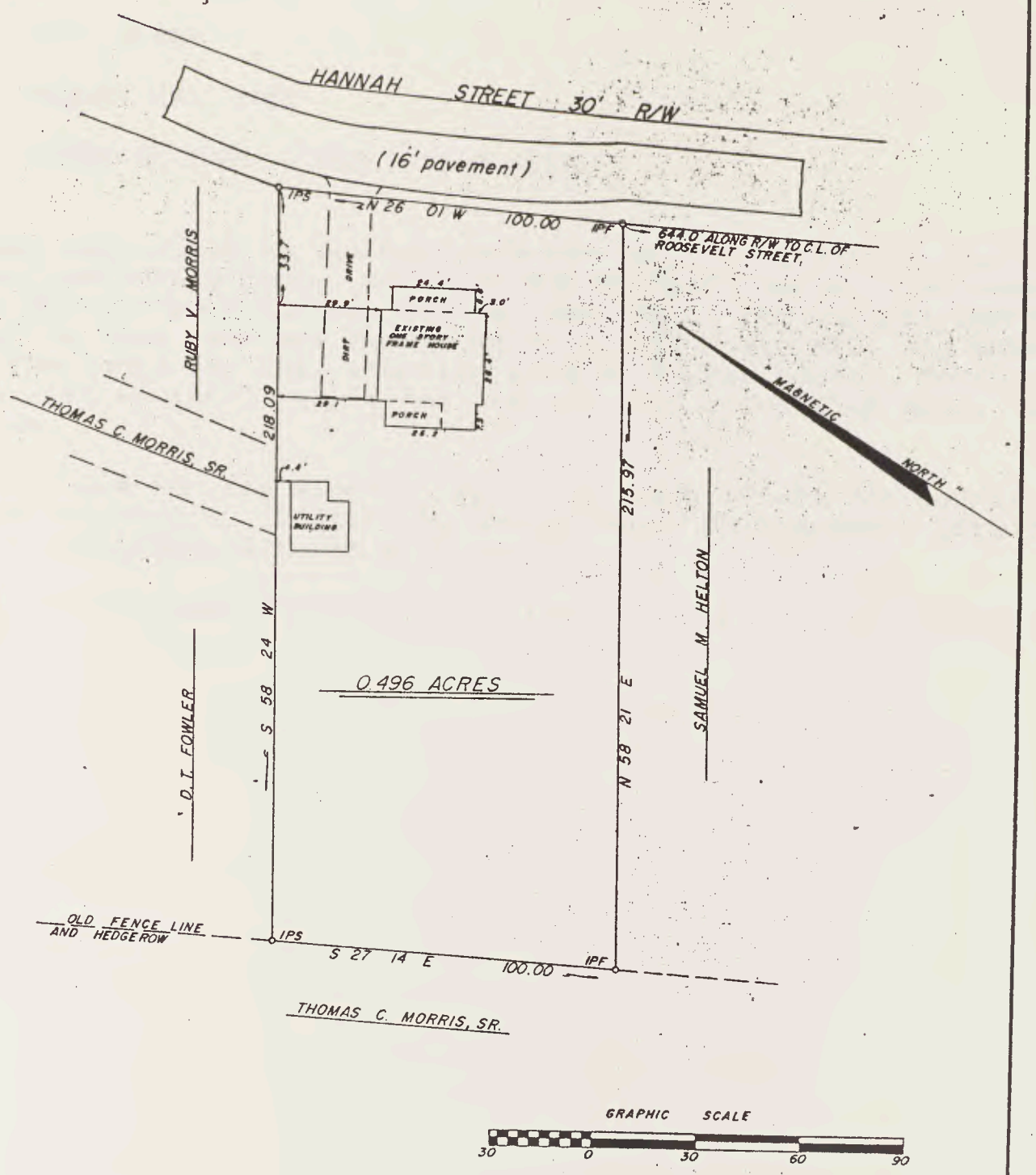
Georgia Registered Surveyor No. 1995

Member of Surveying and Mapping Society of Georgia

GEORGIA REGISTERED No. 1995 PROFESSIONAL LAND SURVEYOR PAUL E. BORDERS

LEGEND

IPF = IRON PIN FOUND	D.E. = DRAINAGE EASEMENT
IPS = IRON PIN SET	S.E. = SEWER EASEMENT
P.L. = PROPERTY LINE	D.A. = DRAINAGE AREA
C.L. = CENTERLINE	H.W. = HEAD WALL
B.L. = BUILDING LINE	C.B. = CATCH BASIN
L.L.L. = LAND LOT LINE	C.D. = CROSS DRAIN
R/W = RIGHT OF WAY	P.T. = POINT OF TANGENCY
—P— = POWER LINE	P.C. = POINT OF CURVATURE
—T— = TELEPHONE	R. = RADIUS
—W— = WATER LINE	
—S— = SEWER LINE	
—+—+— = FENCE	
M.H. = MANHOLE	
T.H. = TEST HOLE	



GRAPHIC SCALE

30 0 30 60 90

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 9,273' AND AN ANGULAR ERROR OF 8" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 63,406'.

EQUIPMENT USED: 20" TRANSIT AND A 300' STEEL TAPE.

SURVEY FOR

JAMES C. CHAMBERS and
AMELIA D. CHAMBERS

STATE: GEORGIA	COUNTY: GWINNETT	CITY: SUGAR HILL	GMD:
LAND LOT: 291	DISTRICT: 7th	SCALE: 1 inch = 30 feet	DATE: JULY 29, 1981

BORDERS AND ASSOCIATES

LAND SURVEYORS PHONE: 867-2802 WINDER, GEORGIA

POLYTRACE 033

M E M O

TO: MAYOR & COUNCIL

FROM: CITY CLERK

DATE: AUGUST 14, 1989

RE: ELECTION DATE & QUALIFYING FEES

It is time once again to set the date for the City Election, qualifying dates and qualifying fees. After conferring with Beulah, the election needs to be held on Saturday, October 28, 1989. The council members up for election this year are Reuben Davis, David Hawthorne, and Bobbie Queen. The terms for this election will be 2 year terms. Next years election will be for 3 year terms and the year after will begin the four year terms.

Qualifying fees for the election last year were $24.00 for council member and $36.00 for Mayor. Qualifying should begin on September 18th at 7:30 a.m. until September 29th at 6:00 p.m.

The last day to register to vote for the city election will be on October 6th, 1989.

M E M O

TO: MAYOR & COUNCIL

FROM: CITY CLERK

DATE: AUGUST 14, 1989

RE: 1990 MILLAGE RATES

Enclosed is a request from the county for the city's property tax millage rate and motor vehicle tax millage rate. This is for your review and will be brought up for the vote at the September council meeting.

OFFICE OF THE TAX COMMISSIONER

MOTOR VEHICLE-TAG DEPARTMENT
75 Langley Drive
P.O. Box 829
Lawrenceville, Georgia 30246
(404) 822-8801

KATHERINE SHERRINGTON
Tax Commissioner

CHARLES MARTIN
Motor Vehicle Tag Manager

TO: ALL CITY MAYORS, MANAGERS,
COUNCIL MEMBERS AND CLERKS

FROM: GWINNETT COUNTY TAX COMMISSIONER'S OFFICE
BETTY COLE
ASSISTANT BRANCH MANAGER

DATE: AUGUST 10, 1989

RE: 1990 MILL RATES

The State Revenue Department has requested that this office mail to them the 1990 mill rates by October 1, 1989. If these forms are not submitted in time, prebills will not be printed! We are notifying you earlier this year, so that you can get your mill rates set and sent to us in ample time to meet the State deadline.

We appreciate the cooperation received from you in the past. An affidavit and PT-38 form are attached. We must have these returned to us no later than September 15, 1989.

If I can be of any assistance, please feel free to call me at 822-7332.

ENCLOSURES-3

OFFICE OF THE TAX COMMISSIONER

MOTOR VEHICLE-TAG DEPARTMENT
75 Langley Drive
P.O. Box 829
Lawrenceville, Georgia 30246
(404) 822-8801

KATHERINE SHERRINGTON
Tax Commissioner

CHARLES MARTIN
Motor Vehicle Tag Manager

TO: ALL GWINNETT COUNTY CITY CLERKS

FROM: CHARLES MARTIN
DIRECTOR, MOTOR VEHICLE DIVISION

RE: 1990 TAX LEVY

DATE: AUGUST 10, 1989

In order to apply your tax levy to motor vehicle and mobile home assessments for 1990, please complete the following affidavit and return to this office by September 15, 1989.

Thank you for your prompt assistance in this matter.

This is to certify that the 1990 tax levy for the City of _____

shall be _____ mills as set by the City Council or Commissioner on

_____.

_____
City Clerk

PT-38 (REV. 8/86)

Department of Revenue

PROPERTY TAX DIVISION
405 TRINITY-WASHINGTON BUILDING
ATLANTA, GEORGIA 30334

_____, GEORGIA Date _____ 19 _____
(NAME OF CITY)

CITY CLERK _____
(PLEASE PRINT OR TYPE NAME)

PHONE NUMBER _____
(AREA CODE)

In order that your County Tax Commissioner may provide us with the millage rates for the motor vehicle pre-bills, the distribution of real estate transfer tax funds, and in order that we maycompute the tax due your city by the public utilities doing business therein, please state in the blank below the rate of taxation which has been levied by the proper authorities for the year above named. Please return the completed form to your County Tax Commissioner.

Fill in the blanks below, showing plainly your city tax rate for the above year. If you have any questions on how this form is to be completed, please call (404) 656-4242 or your County Tax Commisssioner.

IT IS IMPORTANT THAT THIS FORM BE FILLED IN AND RETURNED TO THE COUNTY TAX COMMISSIONER AS SOON AS THE RATE IS LEVIED

This is to certify that the Tax Rate indicated below is the official 19___ tax rate for the City of _____ that is applicable to all property.

Gross Rate _____ Mills

*Deduct L.O.S.T.
roll back rate: _____ Mills

Net tax rate _____ Mills

• ALL CITIES RECEIVING PAYMENTS FROM LOCAL OPTION SALES TAX (L.O.S.T.) MUST SHOW A MILL RATE ROLL BACK.

Please express the rate in terms of mills. For example: If your city is levying a gross rate of 7 mills, put 7 in the blank rather than the decimal equivalent of .007

Witness my official signature

_____

Fill in name of County or Counties in which you City is located _____

Please indicate if your City is in more than one County _____

M E M O

TO: MAYOR & COUNCIL

FROM: CITY CLERK

DATE: AUGUST 14, 1989

RE: DONATIONS FOR ADS IN SCHOOL YEARBOOKS

North Gwinnett High School and Sugar Hill Elementary School have approached me about the City running ads again this year in their yearbooks and football programs.

The rates for these ads are as follows:

North Gwinnett High School			Sugar Hill Elementary School		
$125.00	-	Full Page	$ 75.00	-	Full Page
85.00	-	Half Page	55.00	-	Half Page
70.00	-	1/4 Page	35.00	-	1/4 Page
45.00	-	1/8 Page	25.00	-	1/8 Page

Since the Council has become very cautious with donations to organizations, I would like for you to review these fees and let me know which size ad you would like ran, if any.

Georgia Municipal Association

201 Pryor St., S.W. • Atlanta Georgia 30303 • (404) 688-0472

July 18, 1989

MEMORANDUM

TO : Mayors & Councilmembers
c/o City Managers & City Clerks

FROM : James V. Burgess, Jr., Executive Director

RE : **Federal Issues Update**

Congress has returned from the July 4 recess and will begin to take action on a number of issues affecting municipal governments. A description of these issues and of the actions we recommend you take are as follows.

Community Development Block Grant Program (CDBG)

As we advised you earlier, the CDBG program expires on September 30, 1989 unless it is reauthorized by Congress. (This is a two-step process which requires an appropriation as well as a reauthorization of the law.)

Senator Wyche Fowler, who serves as a member of the Senate Budget committee is actively working to assure that the CDBG program is reauthorized at the $3 billion level. He authored the Senate Budget Resolution (Senate Congressional Resolution 30) adopted by the Senate which includes strong reauthorization language for CDBG's calling for funding above the 1989 program level of $3 billion.

On the legislative side, the Senate Banking Committee has been holding a series of hearings to rewrite and extend the housing and community development law. The House Banking Committee will begin hearings in early July.

Of great concern to GMA is an effort which is underway by the Coalition for Low Income Community Development (CLIDC) to gain support from HUD officials and House and Senate Banking Committee staffers for five statutory amendments to the CDBG formula. Any change in the formula distribution will have a direct impact on cities. The proposed Coalition changes call for:

- permitting non-profits to be directly eligible applicants in the state CDBG program;

- establishing a funding preference for community-based organizations (CBO's) so that CBO's would be required to receive 25 percent of each grantee's annual CDBG funds;

- establishing a second tier of targeting so that 40 percent of CDBG funds must be used to benefit directly persons earning 50 percent or less of median income;

- requiring that all workers employed as a result of CDBG funding be covered by the Federal Labor Standards Act and have a grievance procedure available to them; and

- displacement as a result of CDBG funded coded enforcement would fall under the anti-displacement amendments of 1987.

All of these proposals, except for the first, would apply both to the state and entitlement programs. GMA is strongly opposed to these proposals, and we have advised the members of Georgia's Congressional Delegation of our opposition.

We are particularly concerned about the amendment which would permit non-profits to be directly eligible to apply for state CDBG program funds and which would require the state and entitlement communities to assure that community-based organizations receive 25 percent of each grantee's annual CDBG funds. There is nothing in the present law which prevents cities from contracting with non-profit entities and many do. However, to arbitrarily require that 25 percent of a grantee's funds be provided to non-profits, many of whom have no prior experience in managing CDBG programs, would simply dilute the impact of available federal dollars and impose additional administrative responsibilities upon cities and the state.

GMA's Immediate Past President, Frank Sherrill, appointed a CDBG Reauthorization Task Force in May to develop a strategy for working with the members of Georgia's Congressional Delegation towards reauthorization of this program. The Task Force is chaired by Barbara Asher, Councilmember, City of Atlanta. Its membership includes city officials from each congressional district.

The Task Force members are arranging meetings between city officials and the members of Georgia's delegation during the month of August to discuss the positive impact which the CDBG program has had in the state's ten congressional districts and to seek continued support for the program. If you are interested in working with this Task Force, call Bill Thornton or Mary Ann Draut at GMA.

ACTION

Call or write your Representative and Senators Fowler and Nunn this month and urge them to:

1) Oppose the amendments proposed by the Coalition for Low Income Community Development (CILDC) for the reasons outlined above; and

2) Support reauthorization of the CDBG program at a level of $3 billion.

Rep. Doug Barnard serves as a member of the House Banking Committee. City officials in Rep. Barnard's district (10th) are urged to make a special effort to contact him and seek his help in opposing the CLIDC amendments. We also encourage city officials to express your appreciation to Senator Fowler for his help with CDBG appropriations.

Section 89

The full Senate voted to revamp the controversial new tax rules (Section 89) the week of June 19. (The House has not yet taken up their proposal to amend Section 89.) The Senate legislation (S 1129) includes the following provisions of interest to cities:

- Delays Section 89 non-discrimination and qualification rules until 1990;
- Excludes local governments that do not have any highly compensated employees;
- Simplifies the process for providing availability of health coverage. Health plans must be available to at least 90% of the employees, and must be affordable, i.e., not requiring workers to pay more than 40% of the premiums;
- Excludes from the discrimination test part-time workers (defined as those working less than 30 hours per week, seasonal workers, employees under age 21 and students);
- Delays until January 1, 1990, the effective date of Section 89 rules; and
- Extends until January 1, 1991, the compliance for firms with less than 20 employees.

On the House side, the Ways & Means Committee Chairman, Dan Rostenkowski, is revising a bill (HR 1864) he introduced in April to modify Section 89 rules. The Chairman plans to fold the revised version into the reconciliation tax package now under consideration by his committee.

House and Senate agreement on legislation revising Section 89 could be delayed until the final days of this congressional session and therefore beyond the current October 1, 1989 effective date for existing Section 89 rules.

ACTION

The National League of Cities (NLC) recommends continued discussions with the members of our congressional delegation on the importance of final action to enact Section 89 simplification legislation that includes the changes called for in the Senate version and/or White House action to delay the October 1 effective date.

Rep. Ed Jenkins is a ranking member of the House Ways and Means Committee. It would be especially helpful for city officials who are in Rep. Jenkins' district (9th) to seek his help in expediting House action on Chairman Rostenkowski's revised version of Section 89.

Municipal Liability

In response to concerns raised by NLC, Senator Mitch McConnell (R-Ky) has introduced legislation to reduce municipal liability as part of a comprehensive tort reform bill. The proposed bill would limit the ability to sue municipalities under Section 1983 except for legitimate civil rights claims.

McConnell's bill would protect cities and towns from action for unauthorized actions by municipal employees, prohibit business interests from bringing Section 1983 suits, limit suits on commercial interests to those involving civil rights issues, and prohibit punitive damage awards against cities.

The Senator introduced the legislation, the Lawsuit Reform Act of 1989, S 1100, to reduce the number of federal and state liabilities claims. While NLC thinks the non-municipal provisions are very controversial - they received only 39 votes last year - the League supports the municipal provisions.

Cable Act

A flurry of anti-cable activity on Capitol Hill is increasing the likelihood of a legislative review of the 1984 Cable Act and complaints that cities have few tools to respond to citizens complaints over rate increases and other problems. In the past several months, over 13 bills have been introduced to look at some aspect of the cable industry with six focussing on regulation or increasing competition by allowing telephone companies to provide video services. Oversight hearings on the 1984 Cable Act are anticipated in the House and Senate sometime this fall. A GAO report on cable rates was requested last year by House Energy and

Commerce Communications Subcommittee Chair Ed Markey (D-MA) is anticipated in mid-July.

ACTION

City officials who have concerns about any aspect of cable deregulation are urged to write your Congressman and Senators Nunn and Fowler. Rep. Roy Rowland (8th District) serves on the House Energy and Commerce Committee which has jurisdiction over the House legislation.

Clean Water Act Appropriations

The President's FY 1990 funding proposal for the Clean Water Act is $1.2 billion, which is only one-half of the total authorized by Congress in the legislation. Of the $1.2 billion, $400 million would be allocated for Construction Grants and $800 million would be used for State Revolving Loan Funds. The President's proposal would effectively cut Georgia's State Revolving Loan Fund program in half, although needs far exceed the authorized funding levels. City officials have done an excellent job of communicating their concerns about this budget proposal to the members of the Georgia Congressional Delegation.

ACTION

Please continue to express your support for full funding of the Clean Water Act to your Representative and Senators Nunn and Fowler. Since Senator Fowler and Rep. Lindsay Thomas (1st District) serve on the Senate and House Appropriations committees, it is particularly important to contact these two members of the delegation on this issue.

Mandatory Medicare

The House Ways and Means Committee is scheduled to begin work on its version of the tax bill on July 11. NLC has reported that an earlier proposal under consideration by the Ways and Means Chairman, Dan Rostenkowski, to cut capital gains has been dropped. The temporary cut in capital gains tax would have raised approximately $15 billion in new revenues over the next two years. By dropping the proposal, the committee loses the revenue to pay for extending expiring programs and increases next year's tax revenues by $5.3 billion.

The committee is instead considering a tax increase package which would include mandatory Medicare for all city, county and state employes who are not presently covered by Medicare.

ACTION

Cities which are not presently covered by Medicare need to again contact their Congressmen to oppose any mandatory medicare tax on municipalities and their employees. Be sure to cite the amount it will cost your city if medicare coverage is mandated. The House Ways and Means Committee had rejected this proposal earlier this year as called for by President Bush. Texas, California, Illinois and Ohio are key to the battle to kill mandatory medicare. Since former Speaker Wright (Texas) and Whip Tony Coelho (California) are no longer in Congress, the House leadership has apparently recommended the medicare tax option, according to NLC.

Ed Jenkins, 9th District, is again a key contact since he serves on the House Ways and Means Committee.

Other News From the Hill

Senator Passes Child Care Bill

On June 23, the full Senate passed a multi-billion dollar substitute version of the Act for Better Child Care (S 5) to help parents find and pay for day care.

The comprehensive legislation, which was supported by NLC, includes $1.75 billion for child care subsidies and for improving the quality of availability of child care facilities and $2 billion for tax credits. Cities would be eligible for child care improvement grants under the bill.

On the House side, the Education and Labor Committee approved its own $1.78 billion child care authorization bill (HR 3). The full House has not yet taken up HR 3.

As employers, cities will be impacted by this legislation if it passes this year.

Voter Registration

According to NLC, the Senate Rules Committee has approved a voter registration bill that could have a major financial impact on municipalities. The bill, S 874, and a companion House bill, HR 2190, would establish procedures to make voter registration easier.

The bills are called the "motor-voter" bills, because they would require states to record driver license applications for voter registration. The proposals would liberalize and increase registration by:

- requiring applications for a state driver's license to serve for voter registration;

- providing for mail-in registration for all 50 states; and
- expanding the number of locations where people could register to vote.

The bills would set up different procedures for removing or purging voters.

The House bill would also amend federal law to permit use of the U.S. Postal Service national change-of-address program to send registration materials to potential voters, a proposal specifically rejected in the Senate version.

Full action in both Houses is uncertain in the face of objections raised by members concerned about both mandated state and local costs as well as potential for voter fraud.

ACTION

City officials should advise their Congressman and Senators Nunn and Fowler about your position on these two measures.

Clean Air

On June 12, President Bush outlined the Administration's proposed Clean Air Act amendments. The proposed amendments will deal with three major components: non-attainment of the national clean air standards by more than 400 cities and towns in 42 states (or urban smog); acid rain; and toxic air emissions. The actual legislation has not been introduced, although it is expected to be submitted to the Congress on July 21. After the legislation is introduced and its impact on Georgia is understood, GMA will advise you concerning further action.

JAN. FEB. MARCH APRIL MAY JUNE JULY

MAYOR & COUNCIL WORK SESSION
THURSDAY, JULY 6, 1989
7:30 P.M.

A G E N D A

A) Button Gwinnett Landfill

B) Running Utility Lines

C) Remodeling Mayor's Office

MAYOR & COUNCIL MEETING
MONDAY, JULY 10, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

Swear in Neil Nichols to the Recreation Board.
Present plaque to Sandy Gum.

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

Old Business
A) Wheeling Fees
B) Penalty for Total Electric Houses
C) Lease Agreement with Button Gwinnett Landfill
D) Cable Franchise with Home Cablevision, Inc.

New Business
A) Law Enforcement Appreciation Day
B) Nominate Council Member for GMA Policy Committee
C) 1990 Census
D) Paving of Johnson Road
E) Water Quality Control Ordinance
F) Noise Ordinance

City Manager's Report
A) Water line on Hillcrest Road
B) Maintenance Agreement for Radio System
C) Yard Sale Permits

City Clerk's Report

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, JULY 10, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, July 7, 1989.

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

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

Invocation given by Mayor Haggard. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Hawthorne moves to approve minutes from last month's meeting. Second to the motion by Councilperson Fowler. Vote unanimous.

Mayor Haggard swears in Mr. Neil Nichols of 5051 Sugar Creek Drive to serve on the city's Recreation Board.

Sandy Gum is not present to receive her award, however, she wishes to thank everyone for the plaque.

Planning & Zoning Board
Councilperson Fowler states that there was no P&Z Board meeting last month. City Manager Kathy Williamson reads the minutes from the Appeals Board meeting.

Recreation Board
Councilperson Queen is not present to give a report.

Clean & Beautiful Committee
Councilperson Davis states that he has nothing to report.

Budget & Finance
Councilperson Hawthorne states that the overall budget is favorable by $14,400.

Wheeling Fees
City Manager Kathy Williamson states that this matter was discussed at the work session. Jeff Herman is present and states that it will not cost the city anything, it will only enhance the city's budget to charge him a wheeling fee. Councilperson Hawthorne states that it would cost paperwork down the road that the city would not be compensated for. Councilperson Hawthorne proposes to Mr. Herman to pay $200 per month for the wheeling fee and add a cost of living raise to that each year. Mr. Herman states that it would not be cost feasible to do that. Mr. Herman suggests paying 10% - 15% of his monthly sewer bill to the city. Councilperson Hawthorne states that it will take them more time to review this matter and he moves to table the matter until the next regular council meeting. Second to the motion by Councilperson Davis. Vote unanimous.

Penalty for Total Electric Houses
City Manager Kathy Williamson states that the City cannot penalize a developer for a total electric house that is in a subdivision where the city has an agreement with the developer for the city to run gas lines through the subdivision if they have all gas appliances. Other cities do not have penalties for this procedure as well. Mrs. Williamson states that the city can only charge the builder for the cost of the gas tap for the lot at a cost of $120.00.

Lease Agreement with Button Gwinnett Landfill
City Manager Kathy Williamson states that this matter was discussed at the work session. Mrs. Williamson states that the agreement includes them building the city a new barn on the Hillcrest property as well as leasing the 6 acres to Button Gwinnett Landfill. Councilperson Hawthorne moves to authorize Mayor Haggard to sign the agreement. Second to the motion by Councilperson Fowler. Vote unanimous.

Cable Franchise with Home Cablevision
City Manager Kathy Williamson recommends to the council that they give Home Cablevision their 45 day legal notice in order to terminate their franchise with the city. Councilperson Hawthorne moves to terminate the franchise and give Home Cablevision notice of same. Second to the motion by Councilperson Morris. Vote unanimous.

Law Enforcement Appreciation Day
City Manager Kathy Williamson states that this is for the councils review only. Mrs. Williamson states that she plans to donate hats and t-shirts from the city for this event.

GMA Policy Committee
Councilperson Fowler moves to nominate Councilperson Hawthorne to serve on the Energy, Environment and Natural Resources Committee in which he has volunteered. Second to the motion by Councilperson Morris. Vote unanimous.

1990 Census
City Clerk Judy Foster states that this is only for the review of the council.

Paving Johnson Road
City Manager Kathy Williamson states that the Buford Church of Christ has written a letter to the city requesting us pave Johnson Road.
Councilperson Hawthorne states that this is not in the city limits and we cannot pave it if it is not.

Water Quality Control Ordinance
City Clerk Judy Foster reads the ordinance aloud. City Manager Kathy Williamson states this ordinance is to protect the quality of the city's drinking water. Councilperson Fowler moves to adopt the ordinance. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Noise Ordinance
City Manager Kathy Williamson reads the ordinance aloud. Councilperson Fowler moves to adopt this ordinance with the exception of deleting the words "mounted upon any vehicle" in #3 under Section 2 of the ordinance. Second to the motion by Councilperson Hawthorne. Vote 3 for: Fowler, Hawthorne and Davis. 1 against: Morris. Motion carried 3 to 1.

Water Line on Hillcrest Road
City Manager Kathy Williamson states that the city needs to run an 8" water line down Hillcrest Road, including fire hydrants every 500 feet, due to all the complaints we have received concerning dirty water. Mrs. Williamson states that it would cost approximately $50,000 to run the line including labor. Utilities Assistant Supervisor Danny Hughes states that the line needs to be ran 4200 feet and it would take the city employees longer to do it than a contractor and the city doesn't have all the equipment to complete the project. Councilperson Hawthorne moves to purchase the materials needed for the project and leave to the city manager's discretion whether or not to contract the labor out. Second to the motion by Councilperson Fowler. Vote unanimous.

Maintenance Agreement for Radio System
City Manager Kathy Williamson states that the city has spent only $600.00 on the radio system maintenance so far this year and she does not feel the maintenance agreement would be cost feasible for this year. However, she would like the council to consider budgeting the $1,260 for the agreement on next year's budget.

Yard Sale Permits
Mayor Haggard states that he has had several complaints on the yard sale permits because each resident is allowed only one yard sale per year. Councilperson Fowler moves to advertise to amend the ordinance to allow 4 yard sales per year per resident. Second to the motion by Councilperson Morris. Resident Joan Hawthorne states that she feels 2 yard sales per year is sufficient. Councilperson Hawthorne states that if the 4 yard sales per year ordinance is abused, the council will reconsider it again later. Vote unanimous.

Council Reports
Councilperson Hawthorne compliments the department heads for their efforts on completing their month end summary reports. He states that Donna Zinskie's report shows a tremendous amount of growth this past month.

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

Council meeting called back to order at 10:15 p.m.

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

Council meeting adjourned at 10:15 p.m. Judy Foster

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Neil Nichols, 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.

Neil Nichols

Attest Judy Foster

Mayor George Haggard

Date: 7-10-89

JAN. FEB. MARCH APRIL MAY JUNE

July 10, 1989

Dear Mayor and Council,

At the end of six months' calendar year the City is operating at a favorable level to budget of $14,424.42. Revenue to date has been $1,552,328.54. Expenses to date have been $1,537,904.12.

During the last two years our financial relationship to budget after six months has been as follows:

1987 - $168,743 favorable
1988 - $458,195 favorable
1989 - $14,424 favorable

These amounts are the revenues of the City less 80% of the sewer tap-on fees and less 100% of the cost associated with the Southside Sewage Plant expansion, the start-up costs of the Sugar Hill Riverside Sewage Plant, and the fees paid to the City of Buford permitting the City of Sugar Hill to maintain orderly expansion.

The City is currently allocating 80% of the sewer tap-on fees it receives to its surplus account fund. This fund, which had a balance of $1,135,000 on July 6, is being invested and retained by the City as a portion of the $3,000,000 that the City must contribute to the Riverside Plant and golf course by approximately July 1, 1991. Future tap-on fees will contribute significantly to reaching the $3,000,000 amount.

If all the sewer capacity the City will have (Southside, 300,000 gallons/day plus Riverside, 500,000 gallons/day) eventually was sold at $1,500 per tap (250 gallons/day/tap) and 80% of this amount were dedicated to the Riverside Plant and golf course, it would generate $3,840,000. It is highly unlikely that this scenario will take place by July 1, 1991.

It is the recommendation of the City Manager and the Budget Chairman that general conservatism be exercised by the Mayor and Council so that this commitment can be met.

This does not mean that the City should or must neglect its responsibility to meet the growing needs of the City and its residents. It means that every effort must and will be made to motivate the employees to higher levels of productivity and that cost reduction must and will be found. We as a group must weigh carefully any non-budgeted expenditure.

JAN. FEB. MARCH APRIL MAY JUNE

To some extent our current fiscal position reflects higher expenditure levels during our first six months. We are not sophisticated to the point where we function with a budget that reflects the month that specific revenue and/or expenditures will take place. It is assumed that a budgeted revenue will be received in equal amounts during each of the year's twelve months and expenditures will be made on the same basis. Realistically, this will not happen.

This letter is not meant to cause alarm but to emphasize a need to operate on a conservative basis.

Many factors can influence our revenues and expenses. Some we cannot control and some we can control. We only ask for your concurrence in managing and controlling what we can.

Kathy Williamson
City Manager

Dave Howell
Chairman of the Budget Committee

REPORT OF REVENUES AND EXPENSES

Through June of Each Year

	1989	1988	1987
General Fund			
Revenues	$240,507.53	$175,405.35	$174,043.16
Expenses	$315,080.38	$287,927.77	$297,059.66
Sanitation Fund			
Revenues	$111,911.21	$114,909.00	$ 65,457.36
Expenses	$ 85,020.24	$ 56,411.54	$ 60,719.53
Gas Fund			
Revenues	$855,033.75	$903,294.00	$738,043.23
Expenses	$689,299.40	$494,430.00	$453,653.51
Water & Sewer Fund			
Revenues	$340,493.00	$454,868.00	$211,820.00
Expenses	$399,848.83	315,968.00 ~~$624,238.00~~	$208,973.87
Street & Bridge Fund			
Revenues	$ 4,382.20	$ 7,261.28	$ 0.00
Expenses	$ 48,655.27	$ 42,804.43	$ 213.84
Totals			
Revenues	$1,552,327.69	$1,655,737.63	$1,189,363.75
Expenses	$1,537,904.12	$1,505,811.74	$1,020,620.41
Differences	$14,423.57	458,195.00 $~~149,925.89~~	$ 168,743.34

JAN. FEB. MARCH APRIL MAY JUNE

STATE OF GEORGIA

COUNTY OF GWINNETT

LEASE AGREEMENT

This lease is entered into between the City of Sugar Hill, Georgia (hereinafter Lessor) and Button Gwinnett Landfill, Inc., a Georgia corporation (hereinafter Lessee).

1.

Lessor for and in consideration of the rents, covenants and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee and Lessee does rent and accept from Lessor, the real property referred to as "leased land" described in Exhibit "A" attached hereto and incorporated herein by reference.

2.

This lease shall begin on June 1, 1989, and shall expire at 10:00 p.m., on the 5th day of August, 2001.

3.

Lessee shall pay Lessor at 4988 W. Broad Street, Sugar Hill, Georgia 30518, or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased land the minimum sum of $35,280.00, payable unconditionally without demand and without set off or deductions, in equal monthly installments of $240.00 each in advance on the 6th day of each calendar month commencing on June 6, 1989 and continuing thereafter until said total shall be paid. Any and all other payments from Lessee to Lessor, required by this lease, constitute additional rent above and beyond the dollar minimum rent.

4.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, taxes, and any and all other utilities used upon the leased land throughout the terms of this lease, including any connection fee.

5.

Lessee may use the leased land for the purpose of removing dirt to be used as cover material for the adjacent Button Gwinnett Landfill, storage, and other maintenance use for Button Gwinnett Landfill, Inc. Lessee shall have two (2) years from the date of this lease within which to make a final determination as to the economic feasibility of this land for the purpose of maintaining and operating a lawful landfill; but no waste other than waste originating in Gwinnett or Forsyth County, Georgia shall be accepted at the landfill. Lessee's use of the leased land for the purpose of maintaining and operating a lawful landfill shall at all times comply with all State, Federal, and Local Laws and Ordinances. In the event Lessee fails to comply with all State, Federal, and Local Laws and Ordinances, Lessor shall notify Lessee of such violation, and Lessee shall be in compliance with all State, Federal, and Local Laws and Ordinances, within thirty (30) days of the receipt of such notice. It is mutually recognized that this paragraph shall not pertain to any violation(s) of any rule(s) and regulation(s) of the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

It is mutually recognized between the parties that there presently exists a City Maintenance Barn with an enclosed area. Lessee hereby covenants and agrees that Lessor shall have the right to the continued use of the maintenance barn and enclosed area; however, if Lessee makes the determination that this enclosed area, with existing City Maintenance Barn, can be used for the purposes of maintaining and operating a lawful landfill, then Lessee agrees to build Lessor an equivalent building to the same standards and specifications of the existing building on another location as chosen by the City. This new building shall be built at the expenses of Lessee. Thereafter, the existing building, and enclosed area, shall be used and utilized by Lessee, and Lessee shall have the right to remove, dismantle, or otherwise destroy the existing building.

6.

If Lessee chooses to use said six (6) acre tract for purposes of dry or sanitary landfill after said economic feasibility study is completed, all provisions of the existing lease on adjoining property between the parties dated December 19, 1987 as modified by an agreement Dated December 14, 1987 shall apply to the six (6) acre tract as though said tract had been included in the land covered by the first lease including, but not limited to, all provisions concerning regulations and rating by the Environmental Protection Division of the Department of Natural Resources, State of Georgia and fees charged per cubic yard of refuse.

7.

It is contemplated by the parties that certain substances, including natural gases, may be recovered from the landfill site and that these gases or other substances may have commercial value. In the case of Lessee, these recovery rights end upon termination of the lease. In addition to any other rents or payments the City may receive under this lease, Lessee quarterly shall pay to Lessor one/eighth (1/8) of the Lessee's net revenues obtained by recovery by gases or other by-products of use of the leased land as a sanitary landfill; net revenues means before taxes but after deductions for the reasonable expenses of recovery of the gases or other by-products.

8.

The Lessee may not transfer or assign this lease or otherwise sublease the leased land without prior written approval of the Mayor and the City Council of the City of Sugar Hill.

9.

A. Should Lessee fail to pay any rent or any other payments due hereunder when the same shall become due, or should Lessee abandon the leased land, or should Lessee violate any provisions of the lease, except where such violation is without fault or through excusable neglect; or should Lessee become insolvent, unable to or unwilling to pay its debts, or is adjudged a bankrupt; or should Lessee attempt to evade any of the provisions of this lease or practice any fraud or deceit upon the City; or should Lessee have change in the ownership of fifty (50%) percent or more of its stock, without the City's consent then and in any of said events, Lessor, at its option, may terminate the lease by written notice to Lessee and Lessor may collect rent owing for the period prior to such termination, or without terminating the lease, Lessor may enter upon and take possession of the leased land, and Lessee's agent, or acting on its behalf, may lease the leased land at the best price obtainable by reasonable efforts, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee agrees to pay as liquidated damages any deficiency between Lessee's rent hereunder and the rent obtained by the Lessor upon releasing, and deducting for Lessor's expenses incurred in releasing. The rights of the Lessor set forth in this paragraph shall be in addition to any other rights of action against the Lessee provided by law and shall not prejudice such other rights of action.

B. Any termination of the lease or a decision to release the property as provided by subparagraph (A) shall be by resolution of the Mayor and Council duly adopted after twenty (20) days notice of the alleged violations to Lessee and shall in no way affect any of the City's rights under this lease or any provision of law. Provided however, that before any action shall be taken by the Mayor and Council the Lessee must be provided with an opportunity to be heard before the Mayor and City Council.

10.

Lessee shall keep correct and complete books and records of account concerning the leased land and landfill's operations so that the sums owed Lessor can be easily and accurately determined on inspection; and Lessor shall have, upon reasonable notice, not to exceed three (3) business days, the right to inspect all books and records necessary to determine Lessee's obligations to Lessor.

11.

Lessor shall not be liable for injury or damage to persons or property occurring upon the leased land. Lessee agrees to include the property which is the subject of this lease under the insurance policy required to be maintained under the existing lease on adjoining property between the parties dated December 19, 1985 as modified by an agreement dated December 14, 1987, specifically paragraph 8 of said lease, and all provisions of that paragraph shall apply to the property which is the subject of this lease including, but not limited to, the indemnification provisions.

12.

Lessee shall not suffer or permit any mechanic's liens or other liens to be filed against the fee of the leased land or other liens to be filed against Lessee's leasehold interest in the land nor any buildings or improvements on the leased land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased land or nay part thereof through or under Lessee.

13.

Time is of the essence of this lease, and of each provision.

14.

This lease contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

15.

If any term, covenant, condition, or provision of this lease is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

16.

Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

17.

Lessee shall pay and indemnify the Lessor against all legal costs and charges, including counsel fees lawfully and reasonably incurred, in obtaining possession of the leased land after a default of the Lessee or after the Lessee's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Lessee in this lease, including the covenant to pay rent.

18.

Leased land, land, leased premises, and premises shall include the improvements to the land.

19.

Parties shall include the Lessor and Lessee named in this lease.

20.

This lease is not subject to modification except in writing.

21.

Lessor's representatives may enter the leased land at any reasonable time.

22.

All timber, including stumps and dead and down trees, on all of the land described in Exhibit "A", along with the right of removal of same are reserved to Lessor.

23.

All notices, demands, or requests from Lessee to Lessor shall be given to Lessor by certified mail at 234 W. Broad Street, Sugar Hill, Georgia 30518.

24.

All notices, demands, or requests from Lessor to Lessee shall be given to Lessee by certified mail at 4130 Arcadia Industrial Circle, Lilburn, Georgia 30247, with a copy to Lessee's attorney, Alan Mullinax, 1298 Rockbridge Road, Suite D, Stone Mountain, Georgia 30087.

25.

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this article.

26.

Execution of this lease by Lessee constitutes an offer which shall not be deemed accepted by Lessor until Lessor has executed this lease and delivered a duplicate original to Lessee. The submission of an unexecuted copy of this lease for examination does not constitute an offer, reservation, or option for the leased land.

This lease, consisting of seven (7) pages, plus three (3) Exhibits, has been executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

This lease has been executed by the parties on the 10 day of July, 1989, ~~nunc pro tunc to October 6, 1988~~.

LESSEE
BUTTON GWINNETT LANDFILL, INC.

BY: _____
President

_____
Secretary

CORPORATE SEAL

LESSOR
CITY OF SUGAR HILL, GEORGIA

BY: _____
Title Mayor

ATTEST:

_____
City Clerk

d51/butgw.agr

All that tract or parcel of land lying and being in Land Lot 323 of the Seventh Land District of Gwinnett County, Georgia being more particularly described as follows:

Beginning at the common corner of Land Lot 304, 305, 323 and 324 of the Seventh Land District of Gwinnett County, Georgia and running thence along a land lot line common to Land Lots 305, and 323 of the Seventh District of Gwinnett County, Georgia, South 59 degrees 14 minutes 48 seconds west a distance of 1,184.606 feet to the true point of beginning; thence continuing along said land lot line south 59 degrees 14 minutes 48 seconds west a distance of 936.96 feet to an iron pin located on the easterly right-of-way of Appling Road (said right-of-way being a 30 ft. right-of-way) thence running along said right-of-way of Appling Road north 10 degrees 49 minutes 43 seconds west a distance of 181.011 feet to a point; thence continuing along said right-of-way and following a curvature thereof an arc distance of 90.453 feet said arc being subtended by a cord having a radius of 259.599 feet and having a bearing of north 0 degrees 50 minutes 47 seconds west a distance of 89.996 feet to a point; thence continuing along said right-of-way of Appling Road and following a curvature thereof an arc distance of 190.062 feet said arc having a radius of 489.099 feet being subtended by a cord having the bearing of north 1 degree 59 minutes 50 seconds west a distance of 188.869 feet to a point; thence continuing along said right-of-way and following the curvature thereof an arc distance of 61.992 feet said arc having the radius of 339.374 feet and being subtended by a cord having a bearing of north 7 degrees 53 minutes 48 seconds west a distance of 61.906 feet to a point; thence running north 86 degrees 10 minutes 4 seconds east a distance of 802.45 feet to an iron pin; thence running south 30 degrees 45 minutes 13 seconds east a distance of 107.49 feet to an iron pin and the true point of beginning. Said tract containing 6.00 acres as shown on a plat of survey for Gwinnett Sanitation, Inc. prepared by Hill-Fister Engineering, Inc. dated November 20, 1985 which plat is incorporated herein by reference.

EXHIBIT A

RESOLUTION

GIVING NOTICE TO HOME CABLEVISION OF GWINNETT, INC. THAT CITY OF SUGAR HILL INTENDS TO REVOKE ITS FRANCHISE.

WHEREAS, on September 30, 1985, the City of Sugar Hill enacted an ordinance granting to Home Cablevision of Gwinnett, Inc. and its assigns the right to construct, maintain and operate television transmission and service distribution facilities and additions thereto, under and over the streets, lanes, avenues, alleys, bridges, highways, and other public places in the City of Sugar Hill, Georgia, together with additions thereto for the purpose of constructing or operating and maintaining a television antennae system, closed-circuit television system, cable and television security system, and for other purposes; and

WHEREAS, said Ordinance was accepted by Home Cablevision of Gwinnett, Inc., on October 9, 1985; and

WHEREAS, Section V of said Ordinance required the grantee, Home Cablevision of Gwinnett, Inc., to accomplish significant construction of the necessary apparatus for cable television operations within one (1) year of the granting of said franchise; and

WHEREAS, Home Cablevision of Gwinnett, Inc., has not completed significant construction of necessary apparatus for cable television operations as of July 10, 1989; and

WHEREAS, the City of Sugar Hill finds that this failure to accomplish significant construction of necessary apparatus for cable television operations is a material breach of Section XIX (a), (d) and (e) of said franchise agreement;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Sugar Hill hereby gives notice to Home Cablevision of Gwinnett, Inc. of its intent to adopt an ordinance revoking and terminating Home Cablevision of Gwinnett, Inc.'s franchise to operate a cable television system within the City of Sugar Hill.

2. This notice gives Home Cablevision of Gwinnett, Inc. forty-five (45) days to be heard, whereupon the City may by ordinance duly adopted revoke the Ordinance of September 30, 1985, or take such other action as it deems appropriate.

3. A copy of this Resolution shall be sent by registered mail to Home Cablevision of Gwinnett, Inc.

SO ADOPTED this 10th day of July, 1989.

Mayor

Attest:

City Clerk

GWINNETT COUNTY CHAMBER OF COMMERCE

M E M O R A N D U M

TO: All Chamber Members

FROM: Leonard Cyphers, Chairman/Gwinnett Chamber of Commerce
Mike Green/President/Gwinnett Bar Association

DATE: June 15, 1989

RE: 17th Annual Law Enforcement Appreciation Day
Saturday, August 12, 1989/Briscoe Park

It is once again time to plan for the 17th Annual "Law Enforcement Appreciation Day" sponsored by the Gwinnett Chamber of Commerce and the Gwinnett Bar Association. Law Enforcement Appreciation Day is a special family-oriented, all-day picnic designed to honor our law enforcement personnel and their families who provide so much for so little.

We are requesting donations for door prizes for the honorees at L.E.A.D. The contribution is purely voluntary and at the discretion of the firm regarding the value of the donation. All gifts are appreciated.

Please indicate your interest in paying tribute to our law enforcement personnel who put their lives on the line for our well-being of our community, by returning the attached form.

Please respond by Friday, August 4, 1989.

Your continuing support of the Gwinnett Chamber of Commerce had made us what we are today.

Thank you.

LD:msg
Enclosure

1230 Atkinson Rd. • P.O. Box 1245 • Lawrenceville, Georgia 30246
Telephone (404) 963-5128 • FAX (404) 963-5134

GMA Municipal Government Center

GEORGIA MUNICIPAL ASSOCIATION

201 PRYOR STREET, SW
ATLANTA, GEORGIA 30303
404/688-0472
FAX: 404/577-6663

June 19, 1989

Dear City Official:

Nominations are now being accepted for membership on the six standing policy committees of the Georgia Municipal Association. The Association's Bylaws call for the President to appoint all members of standing and ad hoc committees, and require that standing committees have representation from each of GMA's eleven districts.

I would like to encourage each member city to nominate elected and appointed city officials to each of our policy committees. Information describing the issues which are covered by each of the committees and a description of GMA's policy process is attached.

Please take time at your next council meeting or work session to discuss your city's policy committee nominations, and I will make every effort to place each nominee on one of the policy committees of their choice. Nominations should be submitted on the attached Policy Committee Nomination Form by Friday, July 21, 1989, to: Georgia Municipal Association, 201 Pryor Street, SW, Atlanta, Georgia 30303; Attn: Policy Committee Nominations/Mary Ann Draut.

Thank you for your assistance.

Sincerely,

Lace Futch

Lace Futch
GMA President

LF/jtc
Attachment

cc: James V. Burgess, Jr., Executive Director

DESCRIPTION OF GMA POLICY PROCESS

COMMUNITY DEVELOPMENT & HUMAN RESOURCES - The Community Development Committee addresses a number of interrelated activities which affect the urban environment. These activities include: community and economic development, housing, neighborhood conservation, land use, historic preservation, and human resources programs dealing with poverty, homelessness, AIDS, indigent health care, and residential care for the mentally and physically handicapped.

ENERGY, ENVIRONMENT & NATURAL RESOURCES - The Energy, Environment & Natural Resources Committee addresses issues relative to the conservation, development and utilization of natural resources. Specific areas include: water and wastewater programs, solid and hazardous waste management, air quality and pollution, and parks and recreation.

MUNICIPAL GOVERNMENT - The Municipal Government Committee addresses issues related to the legal base and administration of municipalities and their role within the intergovernmental system. Specific policy areas include: home rule, annexation, governmental liability, franchise authority, service delivery and tax equity, code enforcement, municipal courts, and civil rights litigation.

Intergovernmental issues include implementation of the Statewide Planning Act, local governance, governmental reorganization, and the relationships between state agencies such as the Department of Community Affairs and the newly created Regional Development Centers with GMA.

PUBLIC SAFETY - The Public Safety Committee addresses issues related to the preservation of order and justice and the protection of persons and property. Specific areas include: criminal justice including overcrowded facilities and the problems of the "revolving door" criminal justice system, indigent defense, assault weapons, drugs, emergency programs, personnel management, training, and retention of personnel, personnel practices, fiscal management and administrative liability.

REVENUE AND FINANCE - The Revenue and Finance Committee addresses issues related to municipal revenues and the administration of these funds. Specific areas include: state and local taxation, federal aid, state aid, bonded indebtedness, local option taxes, mandated costs, fiscal accountability, local debt, municipal and industrial revenue bonds, insurance premiums taxes, intangible property taxes, financial institutions taxes, hotel/motel taxes and impact fees.

TRANSPORTATION - The Transportation Committee addresses issues related to transportation and its financing, including interstates, highways, local roads, streets and bridges, public transit and railways, air transportation, airports and aircraft noise, and ports and inland waterways.

GMA POLICY PROCESS

The Georgia Municipal Policy represents a consensus of GMA's membership on the major issues confronting Georgia's municipal officials during the coming year. This policy process provides the opportunity for elected and appointed municipal officials throughout Georgia to participate in shaping the Association's policy.

GMA has six standing policy committees which meet throughout the year (see other side for description). The committee's membership includes city officials from each of GMA's eleven (11) districts. Each committee has a Chairman, who is appointed by the President for a two (2) year term.

Elected and appointed municipal officials in all member cities throughout Georgia may request to serve as committee members and are appointed by the GMA President in July of each year. Representatives of public and non-profit associations who are involved in issues of concern to municipalities may also be appointed as advisory members of the policy committees by GMA's President.

The policy meeting schedule is listed below:

Spring Meeting Day - The policy committees review the major issues with which the committee will be involved in the coming year, and proposed revisions to the Association's existing policy addressing these issues for consideration by the full membership at GMA's Annual Convention.

The Convention - The policy committees do not meet. The Resolutions Committee meets to further refine the proposed policy which is then submitted to the full membership for adoption at the Annual Business Session.

The Fall Pre-Legislative Conference - The policy committees finalize the legislative agenda for the coming session based upon the policy adopted at the convention.

Mayors' Day - The policy committees review the status of the legislative priorities which were adopted at the Fall Pre-Legislative Conference, and promote the legislative package to the members of the General Assembly.

GMA's strength comes from this policy process, which provides direction to the Association on state and federal legislative issues of concern to the membership and helps ensure that GMA promotes and serves the best interest of Georgia's municipalities.

(Over)

Buford

Church of Christ

1135 Chatham Road
Buford, Georgia 30518
945-8620

June 13, 1989

City of Sugar Hill
4988 West Broad St.
Sugar Hill, Georgia 30518

Dear Sirs:

The Buford Church of Christ is located on Chatham Road at the end of Johnson Road, one block east of Buford Highway. We built a new building in 1988 and paved our long drive and parking area. Also, we were required to install an 8" water main from Buford Highway to our property for fire protection. This cost us $18,000. The property on Buford Highway and Johnson Road is being marketed as potential commercial and fire protection is available at our expense.

We have a membership of 70 with a Sunday morning attendance in the 60's. Our new building has a seating capacity of 250, so we anticipate some very positive growth.

The one block of Johnson Road between us and Buford Highway is still a gravel road. Since that property is now a part of Sugar Hill, we would certainly appreciate it if you would consider paving Johnson Road in the near future. This would be a tremendous improvement in access to our property. If you have any questions, please feel free to call me at my home (945-0118) or daily work number. (843-2500_).

Yours truly:

Jimmy O. Miller

Jimmy Miller, Preacher
for the Buford Church of Christ

P.S. During 1989 there will be 3 and maybe 4 families moving into Secret Cove Subdivision in Sugar Hill who will attend the Buford Church of Christ.

JAN. FEB. MARCH APRIL MAY JUNE

JAN. FEB. MARCH APRIL MAY JUNE

WATER QUALITY CONTROL ORDINANCE

An ordinance adopted pursuant to Section 12-5-27.1 of the Official Code of Georgia Annotated (Michie) to provide for the use of clean, phosphate-free laundry detergents in the City of Sugar Hill; to provide a statement of policy; to provide definitions; to provide for rules and regulations and enforcement; to establish a date for compliance; to provide penalties for violations; to provide the effective date hereof.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SUGAR HILL.

Section 1. Declaration of Policy. Section 12-5-27.1 of the Official Code of Georgia Annotated (Michie) provides that whenever a local governmental entity is required by the Environmental Protection Division to reduce phosphorus in its wastewater being discharged into the waters of the state, such local government entity shall pass an ordinance mandating the retail sale of low phosphorus household laundry detergent as part of this phosphorus reduction process. It is hereby declared to be the public policy of the City of Sugar Hill to encourage the use of clean, phosphate-free household laundry detergents and to prohibit the sale of household laundry detergents which contain no more than 0.5 percent phosphorus by weight. The City of Sugar Hill finds that such use and sale will be a cost-effective way to reduce the amount of phosphorus in waste water discharge so as to protect Georgia's rivers and lakes downstream and promote health, safety and welfare, prevent injury to human health, plant and animal life and property. It is vital to the health, well-being and welfare of present and future inhabitants of the City of Sugar Hill that these sources be protected against contamination and pollution.

Section 2. Definitions. The following definitions shall apply in the interpretation and enforcement of this ordinance:

1. A "household laundry detergent" means a laundering cleaning compound in liquid, bar, spray, tablet, flake, powder, or other form used for domestic clothes-cleaning purposes. The term "household laundry detergent" shall not mean:

A. A dishwashing compound, household cleaner, metal cleaner, degreasing compound, commercial cleaner, industrial cleaner, or other substance that is intended to be used for non-laundry cleaning purposes;

B. A detergent used in dairy, beverage, or food processing cleaning equipment;

C. A phosphorus acid product, including a sanitizer, brightener, acid cleaner, or metal conditioner;

D. A detergent used in hospitals, veterinary hospitals or clinics, or health care facilities or in agricultural production;

E. A detergent used by industry for metal cleaning or conditioning;

F. A detergent manufactured, stored, or distributed for use or sale outside of the State;

G. A detergent used in any laboratory, including a biological laboratory, research facility, chemical laboratory, and engineering laboratory; or

H. A detergent used in a commercial laundry that provides laundry services for hospital, health care facility, or veterinary hospital.

2. The term "phosphorus" means elemental phosphorus.

3. The term "person" means any person, firm, partnership or corporation.

Section 3. It shall be unlawful for any person to sell at the retail level a household laundry detergent which contains greater than 0.5 percent phosphorus by weight and is intended to be used for domestic clothes-cleaning purposes.

Section 4. Penalties for Violation. Any person who violates any provision of this ordinance shall be subject to a fine not to exceed $300.00. Each sales transaction shall constitute a separate offense.

Section 5. In addition to the penalty provided in Section 4, City of Sugar Hill may maintain an action or proceeding in any Court of competent jurisdiction to compel compliance with or restrain any violation of this ordinance.

Section 6. Nothing in this ordinance shall be construed to abridge, limit or otherwise impair the right to any person to damages or other relief on account of injuries to persons or property arising out of a violation of this ordinance and to maintain any action or other appropriate proceeding therefore.

Section 7. Separability Clause. Should any section, subsection, sentence, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the ordinance in its entirety or of any part thereof other than that so declared to be invalid.

Section 8. Effective Date. This ordinance shall become effective on December 6, 1989.

APPROVED AND ADOPTED this 10 day of July, 1989.

George Haggard
Mayor

Council Member

Council Member

Council Member

Thomas C. Morris Jr
Council Member

Council Member

NOISE ORDINANCE

The Council of the City of Sugar Hill, Georgia hereby ordains the following policy regarding noise regulations:

Section 1. Noise regulations in general.

It shall be unlawful for any person to wilfully make, continue, or cause to be made or continued any excessive, unnecessary, or unusually loud noise which the peace or quiet of any neighborhood is disturbed or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing within the city limits.

Section 2. Noises prohibited.

The following acts are declared to be loud, disturbing, and unnecessary noises in violation of this ordinance, but said enumeration shall not be deemed to be exhaustive.

1. Motor vehicle horns. The sounding of any horn on any automobile, motorcycle, or other motor vehicle on any street or public place of the city except as a warning signal.

2. Radio, television sets, and similar devices. The using, operating, or permitting to be played, used or operated, any radio receiving set, musical instrument, phonograph, television set, or other machine or device for the producing or reproducing of sound between the hours of 10:00 p.m. and 7:00 a.m. in such manner as to disturb the peace, quiet and comfort of neighboring residents.

3. Loudspeakers and amplifiers. The using or operating of any loudspeaker or sound-amplifying device within the city for the purpose of broadcasting or advertising any information about any business or activity for any other purpose, unless a permit for such sound amplification has been obtained from the city manager.

4. Construction equipment and activity. The operating of any equipment of the performing of any outside construction or repair work on buildings, structures, roads, or projects within the city between the hours of 10:00 p.m. and 7:00 a.m. unless a permit for such construction or repair work between such hours has been obtained from the city manager.

5. Exhausts. The discharging into the open air of the exhaust of any internal combustion engine, motor boat, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

6. Animals and birds. The keeping of any animal or bird which by frequent or continuous barking, chirping, or other means of communication disburbs the comfort or repose of the residents of any residential neighborhood.

7. Vehicle repair in residential areas. The repairing, rebuilding or testing of any motor vehicle between the hours of 10:00 p.m. and 7:00 a.m. within any residential area in such a manner as to disturb the peace, quiet, and comfort of the residents of the area.

8. Schools, courts, churches, hospitals. The creating of any excessive noise on any street adjacent to any school, institution of learning, church, or court while the same are in use, or adjacent to any hospital which unreasonable interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital, or court street.

9. Hawkers and peddlers. The selling of anything by outcry within the residential areas of the city, except at licensed sporting events, parades, fairs, circuses, and other similar licensed public entertainment event.

10. Drums. The using of any drum or other instrument or device for the purpose of attracting attention by the creation of noise within the city, unless a permit for such use has been obtained from the city manager.

11. Radios, televisions, musical instruments and similar devices.

a. The operating of playing of any radio, musical instrument or similar device which produces or reproduces sound on the public rights-of-way in such a manner as to be plainly audible to any person other than the operator of the device.

b. The operating or playing of any radio, television, phonograph, musical instrument or similar device which produces or reproduces sound in a motor vehicle or public park in a manner as to be plainly audible at a distance of 15 meters (50 feet).

Section 3. Exemptions.

The following uses and activities shall be exempt from the noise regulations set forth in this ordinance:

1. Noises of safety signals and warning devices.

2. Noises resulting from any authorized emergency vehicle, which responding to an emergency call or acting in time of emergency.

3. Noises resulting from emergency work, to be construed as work made necessary to restore property to a safe condition following a public calamity, or work required to protect persons or property from an imminent exposure to danger.

Section 4. Penalties.

Any person who shall violate any of the provisions of this ordinance shall, upon conviction thereof, be fined in an amount not exceeding $500.00 or imprisonment for a period not exceeding 180 days, or by both such fine and imprisonment. A separate offense shall be deemed to have been committed each day during or upon which a violation occurs or is permitted to continue.

Section 5. Injunctions.

The operation of maintenance of any device, vehicle, or machinery in violation of any provision of this ordinance which causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents of this city shall be deemed, and is declared to be, a public nuisance, and may be subjected to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

This ordinance shall become effective on this 10th day of July, 1989.

IT IS SO ORDAINED, this 10th day of July, 1989.

Judy Foster
Attest

George Haggard
Mayor

SEAL

David L. Howell
Council Member

Robert C. Fowler
Council Member

Robert G. Wein
Council Member

Thomas C. Morris Jr
Council Member

Council Member

M E M O

TO: MAYOR & COUNCIL

FROM: CITY MANAGER

SUBJECT: REPLACING WATER LINE ON HILLCREST

The attached lists are materials and labor to run an 8 inch main down Hillcrest to the Mobile Home Park. There is an existing 2 inch galvanized water main now supplying water to this area. This old main has caused problems with no pressure and cloudy water.

Kennesaw
2020 Baker Road
Kennesaw, GA 30144
(404) 429-0502

Snellville
2686 Springdale Rd.
Snellville, GA 30278
(404) 972-6901

Gwinnett Utilities, Inc.

Water & Sewer Supplies

Charles Proctor
Sales Representative

Res. 972-2789
Beeper 280-9457

P.O. Box 432
Snellville, Georgia 30278
(404) 972-6901
FAX (404) 972-7362

2020 Baker Road
Kennesaw, Georgia 30144
(404) 429-0502
FAX (404) 429-0225

QUOTATION

CUSTOMER:
CITY OF SUGAR HILL
ATTN: MS. CATHY WILLIAMSON

PROJECT LOCATION:

Prices Quoted F.O.B.: _____ Quote Expiration Date: _____

Date: 6-21-89 Terms: NET 30 DAYS Salesman: CHARLES PROCTOR

Quantity	Description	Unit Price	Amount
4200'	8"-C900 - CL150	4.68	19,656.00
250'	6"-C900 - CL150	2.74	685.00
1	6"-TAPPING SLEEVE - TAPPING VALVE & VB	434.06	434.06
1	6"-90 DEG MJ BEND	48.70	48.70
9	6" GV / VB for Regent Apartments	214.70	1932.30
	8" GV / VB	319.60	
	8"-45 DEG MJ BEND	69.65	
16	6X12 ANCHOR CPLG	49.00	784.00
8	FIRE HYDT - (5 1/4 VO - 4' BURY)	526.85	4214.80
9	8 x 6 TEES	89.26	803.34
2	MJ PLUGS 8"	20.26	40.52
			28598.72

DAVIS
METER & SUPPLY div.

TUCKER	KENNESAW	LOVEJOY
4466 Elmdale Drive	2111 Moon Station Drive	2180 Lovejoy Road
404-934-4916	404-423-0583	404-471-0245
1-800-282-9149	1-800-833-1451	1-800-544-0245

JAN. FEB. MARCH APRIL MAY JUNE

QUOTATION

CONTRACTOR: City of Sugar Hill - Danny Hughes

ENGINEER:

JOB NAME:

DATE: 6-5-89 BID DATE:

SALESMAN: JOHN VUNCANNON

DAVIS METER & SUPPLY CO.
DAVIS WATER & WASTE INDUSTRIES, Inc.
THOMASVILLE, GEORGIA 31792

MATERIAL PROPOSAL & CONTRACT

Quote No. _____ Phone No. _____ Branch Office Tucker 934-4916 Date 6-5-89

Sold To City of Sugar Hill
4988 W. Broad Street
Sugar Hill GA 30518
ATTN: Danny Hughes

Shipping Address _____

TERMS Net 30 Days
Subject to continuing approval of credit.

JOB NAME _____

QUOTE GOOD UNTIL 6-15-89 EST. DELIVERY TIME 1 week A.R.O. F.O.B. POINT OF ORIGIN Sugar Hill, GA

QUANTITY	SIZE AND DESCRIPTION OF ITEM	UNIT PRICE	EXTENSION
4200'	8" C-900 DR-18 (6) PVC Pipe 20' Lengths	$ 4.77	$ 20,034.00
8	8X6 D.I. MJ Compact Hydrant Tee	$ 108.00	864.00
8	6" IBBM MJ Gate Valve	$ 197.00	1,576.00
8	562-S Valve Box Complete M/WATER	$ 23.00	184.00
8	6" D.I. Anchor Coupling	$ 52.00	416.00
8	M+H 4½" V.O. 42" Bury Fire Hydrant ✓	$ 482.00	3,856.00
1	8" IBBM MJ Gate Valve	$ 305.00	305.00
1	562-S Valve Box Complete M/WATER	$ 23.00	23.00
	Everything not included		$ 27,258.00

TERMS - CONDITIONS

TERMS-Net 30 Days—

Notwithstanding any conflicting statement contained in this or any other quotation, the buyer in accepting this quotation, agrees to pay for materials upon delivery as invoiced, rather than upon completion of delivery of all materials described in the buyer's purchase order. It is also understood that the buyer agrees to the terms of payment as herein stated and this agreement supersedes any statement by the buyer upon its purchase order respecting time of payment.

Late charge of 1½% per month (18% per annum) will be charged on past due accounts, or the highest amount allowed by law.

CANCELLATION-If for any reason, may be made only with Davis' written consent and on terms that will indemnify Davis against loss.

LIMITED WARRANTY: Except as hereinafter specifically provided, Davis Water & Waste Industries, Inc. (Davis), its employees and agents, make no express or implied warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose as to its product.

Davis' sole obligation with regard to goods manufactured by it is limited to repair or replacement, without charge, of any part or parts thereof which shall, upon examination, and within one year of the date of delivery thereof, disclose to Davis' satisfaction an original defect or defects therein. No warranty is made with respect to products manufactured by an entity other than Davis or any operational division of Davis.

Correction of such defects by repair to or supplying a replacement for defective parts shall constitute fulfillment of all obligations by Davis hereunder. All of Davis' obligations hereunder will be waived, however, if Davis is not in receipt of written notice of such alleged defects within said one year period. All warranty claims will likewise be so waived. No warranty is included against, nor shall Davis be liable for, any expense involved in removal, reinstallation or any other incidental, consequential or other damages for any alleged negligence, breach of warranty, express or implied, strict liability or any other theory, other than under the limited warranty set forth above. Nor does Davis have any liability for loss, damage or expense directly or indirectly caused by the use of, unauthorized repair of or unauthorized modification of its said products, or from any other cause. Use, repairs and modifications must be authorized in writing by Davis prior to any use, repair or modification.

ERRORS: The Company reserves the right to correct all typographical or clerical errors in the price or specifications.

TAXES: The amount of any applicable tax or other governmental charge upon the production, sale, shipment, and or use of the equipment covered by this quotation, shall be added to the price and shall be paid by the purchaser.

PERFORMANCE: Davis shall not be liable for failure or delay in performing any obligation if such failure or delay should be caused directly or indirectly by invasion, riot, war, fire, flood, strike or labor difficulty or failure of common carrier or our truck to meet schedules or any other cause beyond reasonable control of the Company. This proposal contingent upon the continuing availability of material through regular sources.

Proposal Accepted _____ day of _____ 19 _____

Name of Purchaser _____

By _____ P.O. No. _____
Name & Title

Shipping Address _____

Submitted Thanks

DAVIS METER & SUPPLY CO.
DAVIS WATER & WASTE INDUSTRIES, Inc.

Branch Office _____

By John Duncanson

EXCEPTIONS: Quotation good for quoted prices and quantities only. Any additions or changes will be negotiated. There are no exceptions to any part of these conditions unless agreed to in writing and attached hereto. The issuance of this quotation

CUSTOMER COPY

JAN. FEB. MARCH APRIL MAY JUNE

CRAIG CONSTRUCTION CO.
Construction, Grading, Hauling and Pipeline
6924 Lockridge Dr., Doraville, Georgia 30360
(404) 396-4369 Beeper 533-0021 Mobile 281-2473

City of Sugar Hill
City Manager
Water line to be installed
Hillcrest Dr.

June 15, 1989

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
4000'	8" P.V.C installed C900 (labor only)	3 00	$12,000 00
200'	6" P.V.C. installed C900 " "	3 00	$ 600 00
8ea	Fire Hyd Complete " "	150 00	$ 1,200 00
1	6" Gate Valve " "	60 00	$ 60 00
4 ea	8" Gate Valve " "	60 00	$ 240 00
1 ea	8"X6" Tee " "	60 00	$ 60 00
1 ea	6" X 6" Tapping Sleeve & Gate Valve	150 00	$ 150 00
	Tap for 6"	300 00	$ 300 00
1 ea	6" 90° Bend	50 00	$ 50 00
8 ea	Cut & patch driveways encountered in path of water line		$4,500 00
	Extras if encountered		
	Replacement of 12" CMP under driveways	12 50'	
	Rock, trench 36" wide mim. per cu/yd	45 00	
	($1,500 max pre occurance)		
4200'	Grassing and landscaping on waterline and m/c yards		$9,000 00
			$28,160 00
	Thank You for your consideration		
	Jim Craig		

4200 · 4200
3 · 4
12600 · 16,800

AMOS BACKHOE SERVICE, INC.

P. O. BOX 1708
CUMMING, GEORGIA 30130
PHONE: 887-3218

Material + Labor : Labor Only

4200 L.F 8" C-900
200 L.F. 6" C-900
8 Fire Hydrant (w 6" G.V. + Anchor coup.)
1 6" Gate Value w/box
4 8" Gate Value w/box
1 8"x6" Tee
1 6x6 Tap Sleeve + Value
1 6" 90°

Cutting + Patch 6 driveways + 1 road
30' 12" Casing

	$ 47,450.00	$ 17,500.00
Landscape + Grassing	2,000.00	2,000.00

JAN. FEB. MARCH APRIL MAY JUNE

PROPOSAL

FIRST GEORGIA PIPELINE, INC.
3944 Davis Circle
Duluth, GA 30136
Office 476-7760
Home 476-3029 Mobile 372-1837

PROPOSAL SUBMITTED TO City of Sugar Hill		PHONE 945-6716	DATE June 8, 1989
STREET 234 W. Broad Street		JOB NAME Water Line	
CITY, STATE AND ZIP CODE Sugar Hill, GA		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Water Line

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: _____ dollars ($ 19,785.00).

Payment to be made as follows:

Upon completion of work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Dary Brouler

Note: This proposal may be withdrawn if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

FIRST GEORGIA PIPELINE, INC.
3944 Davis Circle
DULUTH, GA 30136

Office 476-7760
Home 476-3029 Mobile 372-1837

TO City of Sugar Hill

DATE 6/8/89

FOR: Water Line

QUANTITY	DESCRIPTION	UNIT PRICE		TOTAL	
4200'	8" PVC	$ 3	75	$15,950	00
8	Fire hydrants	40	00	320	00
8	6" Gate valves	40	00	320	00
8	8"X6" Fire hydrant tees	40	00	320	00
8	13"X6"	40	00	320	00
1	8"X8" Tee	40	00	40	00
1	8" Solid sleeve	40	00	40	00
2	8" MJ cap	40	00	80	00
2	8" Retainer gland	40	00	80	00
3 yds	Concrete	75	00	225	00
30'	12" Bore	75	00	2,250	00
	TOTAL			$19,785	00
4	Driveway repairs	$300	00	$1,200	00
1	Driveway repair (extra wide)	600	00	600	00
NOTE:	Rock excavation (dynamite work), if needed, at time and materials. 57 stone, if needed (driveways, etc.), at $20.00/ton. Did not bid re-landscaping yards; if required, at time and materials.				

JAN. FEB. MARCH APRIL MAY JUNE

DENNY & ASSOCIATES, INC.

2455 OLD COVINGTON HIGHWAY
CONYERS, GEORGIA 30207-4958
404/922-8880 - GA WATTS - 800/282-3642

PRICE QUOTATION

JOB NAME AND LOCATION: Sugar Hill, Gwinnett

TO: 1ST GA. PIPELINE

ATTN:

DATE: 6/4/89

QUOTATION NUMBER:

PROPOSED SHIPPING DATE: ~~30~~

TERMS: Net 30 Days

SALESMAN: SWITZER

METHOD OF SHIPMENT:

FREIGHT ALLOWED: ☑ YES ☐ NO

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	TOTAL
			W/TAX	W/TAX
4200'		8" C-900 CL150 SDR-18 ~~W/TAX~~	4.95	5.20
8		Fire Hydrant Assembly (Valve Box, Hyd. Tee, Hydrant) Gate Valve Anchor Cplg	850.00	892.50
1		8" Tee	87.95	92.35
1		8" Gate Valve w/box w/marker	320.50	336.08
1		8" ~~Gate~~ Cap	26.25	27.56

QUOTATION DOES NOT INCLUDE ANY APPLICABLE TAXES

QUOTATION VALID (30) DAYS

BY Doug Switzer

JAN. FEB. MARCH APRIL MAY JUNE

M E M O

TO: MAYOR & COUNCIL

FROM: CITY MANAGER

DATE: JULY 10, 1989

RE: RADIO SYSTEMS MAINTENANCE AGREEMENT

I have reviewed the expenses incurred this year on our radio system and it amounts to about $600.00.

We need to review this for next year at a cost of $1,260.00 to figure in the budget.

NO. 607

— CITY OF SUGAR HILL —

PERMIT FOR: ☐ **Garage Sale** ☐ **Carport Sale**

☐ **Flea Market** ☐ **Yard Sale**

_____ _____
Time and Date to Begin

_____ _____
Time and Date to End

DATE ISSUED: _____

THIS PERMIT ISSUED TO: _____

AT: _____

This permit issued by the City of Sugar Hill shall be good only for a period of three days [72 hours] and shall state thereon the time and date the sale is to begin and the time and date the sale is to end, which beginning and ending time shall not cover a greater span than 72 hours. No license shall be issued to any person to operate such a sale if the sale is to be conducted from a location from which a similar sale has been conducted within the preceding twelve [12]months.

Any person conducting such a sale, after obtaining such a license, shall do so in such a manner that any prospective purchaser attending the sale shall not illegally park vehicles on or off the city streets, roads and highways located in the city, and shall not allow parking to be done on adjacent property, without the express written approval of the adjacent property owners. The person obtaining the license and conducting the sale shall be responsible, in addition to any other persons which may have violated any no parking zones or parking ordinances, for any parking violations by persons attending such a sale. If the person obtaining the license and/or conducting the sale is unable to obtain the cooperation of a visitor to the sale to avoid violating the parking restrictions contained herein, or any other parking ordinances or laws, and shall immediately cease the sale, discontinuing all activities in connection therewith, upon doing so such person shall not have violated this Ordinance and shall have no further responsibility for any illegally parked vehicles.

MAYOR & COUNCIL PERSONNEL MEETING
MONDAY, JULY 10, 1989

A G E N D A

A) Travel Expense Policy

B) Drug-Free Workplace Policy

TRAVEL EXPENSE POLICY

of the City of Sugar Hill, Georgia

It is the intent of this policy to provide for uniform expense payment for trips made while conducting City business.

1. The City will pay travel arrangements requiring a public carrier. The cheapest rate available will be the one used. If travel arrangements are by personal vehicle, reimbursement will be made at the same rate paid by the Federal Government. Reimbursement can be claimed on the form provided by the City Clerk's Office.

2. Overnight accommodations will be paid by the City of Sugar Hill. Accommodations should be in the Conference Center or as close to the Conference Center as possible.

3. A per diem will be paid at a rate of $10.00/breakfast, $10.00/lunch, $30.00/dinner per day while attending a Conference or City function, therefore no travel expense report will have to be kept.

DRUG FREE POLICY

of the City of Sugar Hill, Georgia

The United States Congress has enacted the Drug Free Workplace Act of 1988. The purpose of this law is to ensure that work done under federal contracts or federal grants is performed in a drug free work environment.

In addition to prohibiting employees from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace, this department prohibits its employees from engaging in such illegal activity at all times and at all places. Such activity, even during nonworking hours, clearly affects an employee's ability to perform his public duties. Therefore, this City adopts the following as its drug free policy.

I.

No employee of this City may illegally engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance at any time or place, including while at his workplace. Such unlawful activity will be considered a sufficient ground for a serious adverse personnel action, including dismissal from employment.

II.

If an employee is arrested for or convicted (including a plea of nolo contendre) of violating any criminal drug statute of any jurisdiction, regardless of whether the alleged violation occurred at the workplace or elsewhere, the employee must notify the city manager of this City in writing of each arrest or conviction as soon as possible but in no event more than five (5) calendar days after the arrest or conviction.

III.

Failure to comply with any part of this policy will result in serious adverse personnel action, including possible dismissal from employment.

Any questions concerning this policy should be directed to the city manager.

Paving & Preparation Projects

Forest Green Dr 2 tons patch @ 60 = $120

Petromat 213 sq yds @ $1 = $213

.5 mi paving at 90/lbs per sq yds 300 tons @ $27 = $8100

$8433

Old Suwannee Rd 12 tons patch @ 60 = $720

.4 mi paving at 90 lbs/sq yd 232 tons @ $27 = $6264

$6984

W. Broad St

6 tons patch @ 60 = 360

.7 mi. crack filling @ $395 = 2765

.7 mi paving at 90 lbs/sq yd 444 tons x @ $27 = 11988

$15113

Ball field drive and parking area

.5 mi paving @ 220 lb/sq yd (2") 775 tons @ $27 = $20924

(base preparation cannot be done by county contractor)

Cost for paving only

City Hall Parking Lot

2222 sq yds x 165 lbs (1½) / 2000 =

184 tons @ $27 = $4968

$56422

Larp Preparation

Frontier Dr		4 tons patch @ 60 =	$240
Hickory Hills Dr	Petromat	320 sq yds @ $1 =	$320
		6 tons patch @ 60 =	$360
Queen Cir		70 tons patch @ 60 =	$4200
			$5120

JAN. FEB. MARCH APRIL MAY JUNE

MAYOR & COUNCIL MEETING
MONDAY, JUNE 5, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

Swear in Bob Parris to the Appeals Board.
Present plaque to Sandy Gum.

Committee Reports

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

Old Business

A) Electricity for Sewer Treatment Plant
B) Clubhouse Plans
C) Lease Agreement with Button Gwinnett Landfill
D) Work Detail Contract
E) Post Office - Authorize Mayor to sign documents
F) City Judge's Salary

New Business

A) Public Hearing - Rezoning - Railroad Avenue
B) Appoint person to serve on County P&Z Board
C) Adoption of Codes for Building Inspection Dept.
D) Jeff Herman - Sewer
E) John Stone - Penalty for Total Electric Houses

City Manager's Report

A) Preventive Maintenance Agreement for Radio System
B) Bids on Street Patching & Resurfacing
C) Update of Natural Gas System
D) Request from Council on which streets to be paved

City Clerk's Report

A) Request for Letter Quality Printer

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, JUNE 5, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, June 2, 1989.

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

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

Invocation given by Mayor Haggard. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Hawthorne moves to approve minutes from last month's meeting. Second to the motion by Councilperson Fowler. Vote unanimous.

Planning & Zoning Board
Councilperson Fowler states that the board did not meet last month.

Recreation Board
Councilperson Queen states that she would like to recommend Mr. Neil Nichols to serve on the Recreation Board. Councilperson Hawthorne moves to accept her recommendation. Second to the motion by Councilperson Fowler. Vote unanimous.

Clean & Beautiful Committee
Nothing to report.

Budget & Finance
Councilperson Hawthorne states that since the Council are meeting one week early this month, the financial statements are not yet ready. However, he will have a full report of the first half of the year next month.

Electricity for Sewer Treatment Plant
City Manager Kathy Williamson states that the city attorney, city engineer and herself met with Georgia Power to review the contracts and they had made a couple of addendums to the contract. Mrs. Williamson recommends that the council approve the contract with the addendums included and to give Mayor Haggard the authority to execute the documents. Councilperson Hawthorne moves to accept Mrs. Williamsons recommendation. Second to the motion by Councilperson Fowler. Vote unanimous.

Lease Agreement with Button Gwinnett Landfill
City Manager Kathy Williamson states that the council has a copy of the letter of opinion from the city attorney and the lease agreement with the changes that they would like to have made. Mrs. Williamson recommends that the council set up a meeting with Button Gwinnett Landfill to discuss the agreement. Councilperson Queen moves to table the issue and set up a meeting with them. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Work Detail Contract
City Manager Kathy Williamson states that the work detail contract needs to be renewed. Mrs. Williamson states that the council needs to consider hiring another work detail because of the amount of work needed to be done in the city. Councilperson Queen moves to authorize Mayor Haggard to execute the documents. Second to the motion by Councilperson Fowler. Vote unanimous.

Post Office
City Manager Kathy Williamson states that the council needs to authorize the mayor to sign the contract so the project can get underway. Councilperson Hawthorne states that the post office will be open from 7:30 until 6:00 through the week and from 8:30 until 12:00 on Saturdays. Councilperson Hawthorne moves to authorize Mayor Haggard to execute the documents. Second to the motion by Councilperson Queen. Vote unanimous.

City Judge's Salary
City Manager Kathy Williamson states that we only pay our city judge $50 per session compared to other cities in the county that pay up to $150 per session. Councilperson Hawthorne moves to pay the city judge $50 per session up to an hour and $100 per session for over an hour. Second to the motion by Councilperson Queen. Vote unanimous.

Public Hearing - Rezoning - Railroad Avenue
City Manager Kathy Williamson states that the properties have been properly advertised for a public hearing to be rezoned from RS-100 to LM. Mayor Haggard asks for public comment. James Lyles of 1436 Railroad Avenue states that he would rather have his property remain the zoning it is now so that no one in his mobile home park would have to move. Mayor Haggard states that no one would have to move out of his mobile home park because it would be grandfathered in. Mrs. Williamson tells Mr. Lyles that if a mobile home is moved off a lot, he would still have one year to replace it before the grandfathered clause would run out. Danny Brogdon of 1426 Railroad Avenue states that he does not want his mothers property rezoned because it would cause an increase in property taxes. Mr. Brogdon has lived there 11 years. Mr. Brogdon also states that Mr. Lyles may have to increase his lot rent for the trailers to cover the increase in taxes and some of the residents may have to move because they cannot afford it. L. R. Meeks of 1447 Railroad Avenue owns that property but does not live there at the time. Mr. Meeks feels the council should not rezone the property because the property owners do not want it rezoned. Barbara Hoover asks why the council has asked for the property to be rezoned when the property owners did not apply for it to be rezoned. Mayor Haggard states that the council is complying with the future land use map. Councilperson Davis moves to deny the rezoning from RS-100 to LM. Motion dies for lack of second. Councilperson Hawthorne moves to rezone the four properties from RS-100 to LM. Motion dies for lack of second. Mayor Haggard states that the property will stay as zoned and cannot be presented again for a rezoning of LM until after 1 year has passed.

Appoint person to serve on County P&Z Board
City Manager Kathy Williamson states that the city needs a representative to serve on the county P&Z Board when issues come up concerning Sugar Hill. Councilperson Queen moves to nominate Councilperson Fowler since he is the liason for the city's P&Z Board. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Adoption of Codes for Building Inspection Dept.
City Manager Kathy Williamson states that there was no official ordinance adopted when the building inspection department was started concerning building codes and plumbing, electrical and heating and air codes. Councilperson Hawthorne reads the ordinance aloud and moves to adopt it with the exception of changing the date to the current date. Second to the motion by Councilperson Fowler. Vote unanimous.

Jeff Herman - Sewer
City Manager Kathy Williamson states that Mr. Herman is considering purchasing the property adjoining Cardinal Industries and wants to know what we are going to charge him for wheeling fees. Mr. Herman is present and states that he would like to have a strip center at the location. Councilperson Queen moves to table the issue to give the council time to consider it. Second to the motion by Councilperson Davis. Vote unanimous.

John Stone - Penalty for Total Electric Houses
City Manager Kathy Williamson states that Mr. Stone wants to set a penalty of $500.00 for each house in his subdivision that is total electric due to the agreement with the city that every house must have a gas hot water heater and gas stove in order for the city to run the gas lines through the subdivision. Councilperson Fowler moves to table the matter. Second to the motion by Councilperson Queen. Vote unanimous.

Preventive Maintenance Agreement for Radio System
City Manager Kathy Williamson states that she would like this matter tabled to give her more time to get the expenses we have had on the radio system so far this year since the agreement will cost $105.00 per month. Matter tabled.

Bids on Street Patching & Resurfacing
City Manager Kathy Williamson states that she has gotten bids from Stewart Brothers and Burnette Paving Co. to do some patching and resurfacing around the city. County Commissioner Dodd has told her that the county could do it cheaper. Mrs. Williamson states that she will contact the county to see when they would be able to do it and how much it will cost the city. Some of the streets mentioned by the council to be paved were Forest Green Drive, First Avenue, Lanier Avenue, Hidden Meadows and Sycamore Road. Matter tabled to be discussed at the work session.

Update of Natural Gas System
City Manager Kathy Williamson states that the Network Analysis done a few years ago needs to be updated because it has helped the city tremendously. City Engineer Jim Stanley states that it would cost approximately $2,700. Councilperson Hawthorne moves to proceed with the update at an expense not to exceed $2,700. Second to the motion by Councilperson Queen. Vote unanimous.

Request for Letter Quality Printer
City Clerk Judy Foster states that there was money budgeted for another letter quality printer that is needed for the last computer terminal. The cost of the letter quality printer will be $1,500. Councilperson Hawthorne moves to purchase the printer. Second to the motion by Councilperson Fowler. Vote unanimous.

Clubhouse Plans
City Engineer Jim Stanley states that the bids for the grading of the golf course has been delayed until the end of July because of new permits which will have to be obtained by the EPD. Mr. Stanley asks if the council wants to go ahead with the designing stage on the 3 sewer lines which are optional. It would cost about $30,000 - $40,000. Councilperson Hawthorne asks Mr. Stanley to break down the costs and it will be discussed at the work session.

Council Reports
Mayor Haggard would like the council to review yard sale permits. He feels that one yard sale a year is not adequate. Matter will be on next months agenda.

Mayor Haggard also wants the city manager to follow through with the radar resolution that was adopted and make sure the Gwinnett County Police Department gets a copy so they will not claim that the city will not allow radar.

Citizens Comments
Judy Gravitt of 5076 Oak Grove Drive states that the lift station on her street gives off a terrible odor and she has complained several times and nothing has been done about it. City Manager Kathy Williamson states that they thought the problem was solved when they pulled a tricycle out of the manhole which was backed up. Mrs. Williamson states that she will have Ross Lynn to come look at the lift station.

Barbara Hoover is representing the Homeowners Association for her street in Parkview North Subdivision and she reads a letter concerning problems they have noticed at the city park. Councilperson Queen addresses each issue.

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

Meeting recessed at 9:35 p.m.

Judy Foster

PERSONNEL MEETING
MONDAY, JUNE 5, 1989
9:45 P.M.

M I N U T E S

Meeting called to order at 9:45 p.m.

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

Gas Superintendent's Assistant
City Manager Kathy Williamson states that the council has been provided with a copy of the job requirements for the assistant. This is for your review.

Jerry Mitchell
City Manager Kathy Williamson states that Jerry Mitchell is almost completed with the new pavillion at the park and she hates to loose him because he is such a valuable employee. Mrs. Williamson asks the council to consider hiring him as a full time employee of the city once he is completed with the pavillion.

Adjournment
Councilperson Hawthorne moves to adjourn the personnel meeting and continue the council meeting. Second to the motion by Councilperson Fowler. Vote unanimous.

Personnel meeting adjourned at 10:15 p.m.

Council meeting called back to order at 10:15 p.m.

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

Meeting adjourned at 10:15 p.m.

Judy Foster

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Bob Parris, 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 Planning & Zoning Board of Appeals during my continuance therein, so help me God.

Bob Parris

Bob Parris

Judy Foster

Attest

Mayor Heggard

Date: 6-5-89

JAN. FEB. MARCH APRIL MAY

ALAN MULLINAX
ATTORNEY AT LAW
1896 ROCKBRIDGE RD., SUITE D
STONE MOUNTAIN, GEORGIA 30087

TELEPHONE
(404) 921-1306

TELECOPIER
(404) 921-0038

May 9, 1989

V. Lee Thompson, Jr., Esq.
Tennant, Davidson, Thompson, and Sweeny
Attorneys at Law
Post Office Box 1250
Lawrenceville, Georgia 30246-1250

RE: Lease Agreement between City of Sugar Hill, and Button Gwinnett Landfill, Inc.

Dear Lee:

I am enclosing the original and two (2) copies of the Lease Agreement between the City of Sugar Hill, Georgia, and Button Gwinnett Landfill, Inc.

The property that is the subject matter of this lease calls for an original lease date beginning on October 6, 1988, and expiring on August 5, 2001. This lease gives Button Gwinnett Landfill, Inc. the right to remove dirt from the leased premises. As you are aware, Button Gwinnett Landfill, Inc. has not removed any dirt from the leased premises since the date of the injunction that was entered into between the parties in the Superior Court of Gwinnett County. No dirt will be removed until this Lease Agreement has been duly executed by all parties.

Because no dirt has been removed from the leased premises, Button Gwinnett Landfill, Inc. proposes a change of the lease dates to begin on June 1, 1989, and expiring on August 5, 2001.

In addition, Button Gwinnett Landfill, Inc. would like two (2) years from the date of this lease within which to make a final determination as to the economic feasibility of this land for the purpose of maintaining and operating a lawful landfill.

The other proposed lease agreement provided for a one (1) year economic feasibility time period.

In addition, your attention is directed to the second paragraph of paragraph 5, page 2 of the Agreement. This paragraph has been re-written; however, I believe you will find it to be agreeable with all parties.

Also, your attention is directed to paragraph 26, page 6 of the Agreement. I have deleted that portion of the paragraph as it pertains to the acceptance of this agreement on or before October 10, 1988.

Finally, an Exhibit "A" needs to be attached to this agreement. I do not have a copy of the legal description of the real property in question. As such, I should appreciate you attaching the appropriate Exhibit "A", and forwarding to me a copy of the Exhibit "A" immediately for my records.

Please call me upon receipt of this letter should you have any questions. Hopefully, this matter can be expedited, and this Agreement executed by the appropriate City Officials. I look forward to hearing from you at your earliest convenience.

Sincerely,

Alan Mullinax

AM/cdc
Enclosures
cc: Mr. Ed Driver

STATE OF GEORGIA

DUPLICATE

COUNTY OF GWINNETT

LEASE AGREEMENT

This lease is entered into between the City of Sugar Hill, Georgia (hereinafter Lessor) and Button Gwinnett Landfill, Inc., a Georgia corporation (hereinafter Lessee).

1.

Lessor for and in consideration of the rents, covenants and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee and Lessee does rent and accept from Lessor, the real property referred to as "leased land" described in Exhibit "A" attached hereto and incorporated herein by reference.

2.

This lease shall begin on June 1, 1989, and shall expire at 10:00 p.m., on the 5th day of August, 2001.

3.

Lessee shall pay Lessor at 4988 W. Broad Street, Sugar Hill, Georgia 30518, or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased land the minimum sum of $35,280.00, payable unconditionally without demand and without set off or deductions, in equal monthly installments of $240.00 each in advance on the 6th day of each calendar month commencing on June 6, 1989 and continuing thereafter until said total shall be paid. Any and all other payments from Lessee to Lessor, required by this lease, constitute additional rent above and beyond the dollar minimum rent.

4.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, taxes, and any and all other utilities used upon the leased land throughout the terms of this lease, including any connection fee.

5.

Lessee may use the leased land for the purpose of removing dirt to be used as cover material for the adjacent Button Gwinnett Landfill, storage, and other maintenance use for Button Gwinnett Landfill, Inc. Lessee shall have two (2) years from the date of this lease within which to make a final determination as to the economic feasibility of this land for the purpose of maintaining and operating a lawful landfill; but no waste other than waste originating in Gwinnett or Forsyth County, Georgia shall be accepted at the landfill. Lessee's use of the leased land for the purpose of maintaining and operating a lawful landfill shall at all times comply with all State, Federal, and Local Laws and Ordinances. In the event Lessee fails to comply with all State, Federal, and Local Laws and Ordinances, Lessor shall notify Lessee of such violation, and Lessee shall be in compliance with all State, Federal, and Local Laws and Ordinances, within thirty (30) days of the receipt of such notice. It is mutually recognized that this paragraph shall not pertain to any violation(s) of any rule(s) and regulation(s) of the Environmental Protection Division of the Department of Natural Resources, State of Georgia.

It is mutually recognized between the parties that there presently exists a City Maintenance Barn with an enclosed area. Lessee hereby covenants and agrees that Lessor shall have the right to the continued use of the maintenance barn and enclosed area; however, if Lessee makes the determination that this enclosed area, with existing City Maintenance Barn, can be used for the purposes of maintaining and operating a lawful landfill, then Lessee agrees to build Lessor an equivalent building to the same standards and specifications of the existing building on another location as chosen by the City. This new building shall be built at the expenses of Lessee. Thereafter, the existing building, and enclosed area, shall be used and utilized by Lessee, and Lessee shall have the right to remove, dismantle, or otherwise destroy the existing building.

6.

If Lessee chooses to use said six (6) acre tract for purposes of dry or sanitary landfill after said economic feasibility study is completed, all provisions of the existing lease on adjoining property between the parties dated December 19, 1987 as modified by an agreement Dated December 14, 1987 shall apply to the six (6) acre tract as though said tract had been included in the land covered by the first lease including, but not limited to, all provisions concerning regulations and rating by the Environmental Protection Division of the Department of Natural Resources, State of Georgia and fees charged per cubic yard of refuse.

7.

It is contemplated by the parties that certain substances, including natural gases, may be recovered from the landfill site and that these gases or other substances may have commercial value. In the case of Lessee, these recovery rights end upon termination of the lease. In addition to any other rents or payments the City may receive under this lease, Lessee quarterly shall pay to Lessor one/eighth (1/8) of the Lessee's net revenues obtained by recovery by gases or other by-products of use of the leased land as a sanitary landfill; net revenues means before taxes but after deductions for the reasonable expenses of recovery of the gases or other by-products.

8.

The Lessee may not transfer or assign this lease or otherwise sublease the leased land without prior written approval of the Mayor and the City Council of the City of Sugar Hill.

9.

A. Should Lessee fail to pay any rent or any other payments due hereunder when the same shall become due, or should Lessee abandon the leased land, or should Lessee violate any provisions of the lease, except where such violation is without fault or through excusable neglect; or should Lessee become insolvent, unable to or unwilling to pay its debts, or is adjudged a bankrupt; or should Lessee attempt to evade any of the provisions of this lease or practice any fraud or deceit upon the City; or should Lessee have change in the ownership of fifty (50%) percent or more of its stock, without the City's consent then and in any of said events, Lessor, at its option, may terminate the lease by written notice to Lessee and Lessor may collect rent owing for the period prior to such termination, or without terminating the lease, Lessor may enter upon and take possession of the leased land, and Lessee's agent, or acting on its behalf, may lease the leased land at the best price obtainable by reasonable efforts, without advertisement and by private negotiations and for any term Lessor deems proper. Lessee agrees to pay as liquidated damages any deficiency between Lessee's rent hereunder and the rent obtained by the Lessor upon releasing, and deducting for Lessor's expenses incurred in releasing. The rights of the Lessor set forth in this paragraph shall be in addition to any other rights of action against the Lessee provided by law and shall not prejudice such other rights of action.

B. Any termination of the lease or a decision to release the property as provided by subparagraph (A) shall be by resolution of the Mayor and Council duly adopted after twenty (20) days notice of the alleged violations to Lessee and shall in no way affect any of the City's rights under this lease or any provision of law. Provided however, that before any action shall be taken by the Mayor and Council the Lessee must be provided with an opportunity to be heard before the Mayor and City Council.

10.

Lessee shall keep correct and complete books and records of account concerning the leased land and landfill's operations so that the sums owed Lessor can be easily and accurately determined on inspection; and Lessor shall have, upon reasonable notice, not to exceed three (3) business days, the right to inspect all books and records necessary to determine Lessee's obligations to Lessor.

11.

Lessor shall not be liable for injury or damage to persons or property occurring upon the leased land. Lessee agrees to include the property which is the subject of this lease under the insurance policy required to be maintained under the existing lease on adjoining property between the parties dated December 19, 1985 as modified by an agreement dated December 14, 1987, specifically paragraph 8 of said lease, and all provisions of that paragraph shall apply to the property which is the subject of this lease including, but not limited to, the indemnification provisions.

12.

Lessee shall not suffer or permit any mechanic's liens or other liens to be filed against the fee of the leased land or other liens to be filed against Lessee's leasehold interest in the land nor any buildings or improvements on the leased land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased land or nay part thereof through or under Lessee.

13.

Time is of the essence of this lease, and of each provision.

14.

This lease contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

15.

If any term, covenant, condition, or provision of this lease is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

16.

Nothing contained in this lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or partnership or of joint venture or of any association between Lessor and Lessee, and neither the method of computation of rent nor any other provisions contained in this lease nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

17.

Lessee shall pay and indemnify the Lessor against all legal costs and charges, including counsel fees lawfully and reasonably incurred, in obtaining possession of the leased land after a default of the Lessee or after the Lessee's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Lessee in this lease, including the covenant to pay rent.

18.

Leased land, land, leased premises, and premises shall include the improvements to the land.

19.

Parties shall include the Lessor and Lessee named in this lease.

20.

This lease is not subject to modification except in writing.

21.

Lessor's representatives may enter the leased land at any reasonable time.

22.

All timber, including stumps and dead and down trees, on all of the land described in Exhibit "A", along with the right of removal of same are reserved to Lessor.

23.

All notices, demands, or requests from Lessee to Lessor shall be given to Lessor by certified mail at 234 W. Broad Street, Sugar Hill, Georgia 30518.

24.

All notices, demands, or requests from Lessor to Lessee shall be given to Lessee by certified mail at 4130 Arcadia Industrial Circle, Lilburn, Georgia 30247, with a copy to Lessee's attorney, Alan Mullinax, 1298 Rockbridge Road, Suite D, Stone Mountain, Georgia 30087.

25.

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this article.

26.

Execution of this lease by Lessee constitutes an offer which shall not be deemed accepted by Lessor until Lessor has executed this lease and delivered a duplicate original to Lessee. The submission of an unexecuted copy of this lease for examination does not constitute an offer, reservation, or option for the leased land.

This lease, consisting of seven (7) pages, plus three (3) Exhibits, has been executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

This lease has been executed by the parties on the _____ day of _____, 1989, ~~nunc pro tunc to October 6, 1988~~.

LESSEE
BUTTON GWINNETT LANDFILL, INC.

BY: _____
President

_____
Secretary

CORPORATE SEAL

LESSOR
CITY OF SUGAR, HILL, GEORGIA

BY: _____

_____
Title

ATTEST:

_____
City Clerk

d51/butgw.agr

GEORGIA DEPARTMENT OF CORRECTIONS

GEORGIA TRAINING & DEVELOPMENT CENTER
2989 W. Rock Quarry Road
Buford, Georgia 30518

David C. Evans
Commissioner

May 18, 1989

MEMO TO: Mr. George Haggard
City Commissioner

FROM: Richard L. Abbott, Superintendent
Ga. Training & Development Center

RE: Work Detail Contract

I am attaching new contract for the work detail.

Please see, "Special Conditions, Item 2", page 6 for the only policy change.

Please sign and return as soon as possible. You will receive a copy after departmental approval is obtained.

Please contact me if you have any questions.

RLA:eb

Enc.

RENEWAL

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS AGREEMENT, made and entered into this 21 day of APRIL, 19 89, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, hereinafter called The "DEPARTMENT", and the COUNTY of CITY OF SUGAR HILL hereinafter called "COUNTY".

WHEREAS, the DEPARTMENT is desirous of obtaining work for its inmates; and,

WHEREAS, the COUNTY is desirous of hiring inmate work crews to assist in ROAD WORK AND CLEAN-UP.

NOW THEREFORE, in consideration of the premises and their mutual promises and AGREEMENTS, hereinafter set forth, the parties hereby agree as follows:

PART A

THE DEPARTMENT AGREES:

(1) To supply to CITY OF SUGAR HILL a number of work details, each detail to consist of one (1) full-time correctional supervisor, and TEN (10) inmates.

(2) That under normal circumstances, each work detail will work the same regular work hours and under the same conditions as CITY OF SUGAR HILL employees. That inmate work details may be called out during inclement weather conditions or other emergency conditions, during other than normal working hours, subject to the concurrence of the DEPARTMENT.

JAN. FEB. MARCH APRIL MAY

(3) To be responsible for maintaining custody, feeding, clothing, provision of medical and hospital care for inmates, assuring discipline, and achieving productivity.

(4) To be responsible for safety and transporting (in vehicles furnished by ____CITY OF SUGAR HILL_____) of work details, to and from work sites.

PART B

THE COUNTY AGREES TO:

(1) Furnish all equipment and tools, safety equipment, and a vehicle for the transportation of the inmate work crews and correctional supervisors, to and from the work sites and the place of detention; insure the safe operating condition of vehicles; provide maintenance of all equipment and tools, and to be responsible for damage or loss of same.

(2) Direct and supervise the work to be performed, but no official or employee of the COUNTY, shall exercise any immediate control, direction, or supervision over any inmate; but, the sole responsibility of directing, controlling and supervising of said inmates, shall be that of the DEPARTMENT and its officials, correctional supervisors, and employees. Directions as to work to be performed shall be communicated to the correctional supervisor having immediate custody and supervision of the inmates, and said correctional supervisor shall direct inmates accordingly.

(3) Pay the DEPARTMENT for only a portion of the additional cost actually incurred for the security personnel required in order to provide the COUNTY with inmate work details. Such cost shall include: full-time salaries with normal fringe benefits (plus overtime benefits) provided to other DEPARTMENT personnel of similar rank, and function. This rate of pay shall be based on the pay scale of a Correctional Officer II, with uniforms, equipment, and training; however, for the purposes of this AGREEMENT, the COUNTY shall pay the DEPARTMENT $18,500. This cost may increase annually as salary increases are approved by the Georgia General Assembly.

(4) Comply with any and all special conditions as listed on page 6, of this AGREEMENT.

THE DEPARTMENT shall prepare and submit to the COUNTY on a monthly basis, invoices listing each inmate crew, and the correctional supervisor provided to the COUNTY, during the previous month. This invoice shall be itemized, reflecting the cost incurred for each supervisor. Invoices shall be presented to the COUNTY for payment, within 30 days following receipt of the monthly invoice from the DEPARTMENT. Should payment not be received within 30 days following the COUNTY'S receipt of invoice, the DEPARTMENT shall have the option of declaring this AGREEMENT null and void.

TERMINATION

Either party may terminate this AGREEMENT with a sixty (60) day advanced written notice, indicating intent to cancel the AGREEMENT. Such written notice shall be sent to the DEPARTMENT at the following address: Georgia Department of Corrections, 2 Martin Luther King, Jr. Drive, S. E., Room 756, East Tower, Atlanta, Georgia 30334; or should the DEPARTMENT elect to terminate, written notice to the COUNTY, at the following address:

CITY OF SUGAR HILL, 4988 W. BROAD STREET, SUGAR HILL, GA 30518

The DEPARTMENT, may at its discretion, terminate the AGREEMENT for cause, as described in the above pagagraph.

This AGREEMENT shall become effective on ____JULY 1, 1989_____
and shall terminate on June 30,___1990_____.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be signed as of the day and year above mentioned.

NOTARY: _____ _____

DAVID. C. EVANS, COMMISSIONER
GEORGIA DEPARTMENT OF CORRECTIONS

NOTARY_____ _____

COUNTY COMMISSIONER

CONTRACTUAL AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF CORRECTIONS AND, _____

SPECIAL CONDITIONS

1. The COUNTY will provide a mobile radio for the transportation vehicle. The mobile radio will be operated by the DEPARTMENT'S security personnel, and will be used to maintain contact with all law enforcement agencies. The DEPARTMENT may determine minumum specifications or requirements for the mobile radio.

2. State law prohibits the Department of Corrections from transporting inmates in a "School Bus Yellow" vehicle. Therefore, vehicle cannot be "yellow".

UNITED STATES POSTAL SERVICE
Atlanta Division

3900 Crown Rd / Atlanta, GA 30304-9998

DATE:

OUR REF: SND01:TMCronin:mjw:9991

SUBJECT: Solicitation for Contract Postal Unit
Notice to Offerors

TO:

The U. S. Postal Service is accepting proposals for the operation of a Contract Postal Unit at .

Enclosed are appropriate contracting documents for your completion. Please note you are to make entries on PS Form 7368 (Offer portion, Page 1), 7310 and 7309.

Please return the entire solicitation with an original signature, in sufficient time to be received in this office no later than .

The attached PS Form 7377 should be affixed to the envelope that contains your offer.

Contracting Officer

Enclosure

SOLICITATION, OFFER, AND AWARD
CONTRACT POSTAL UNITS

INSTRUCTIONS →

Solicitation No: 120440-89-A-0066

I — SOLICITATION

MSC Completes. The USPS requests proposals to operate a CPU for an indefinite time subject to the terms of this solicitation package.

1. Issuing Office:

Management Sectional Center
U.S. Postal Service
Atlanta Division/Support Services
Room 221
Atlanta, GA 30304-9991
Phone No:
(404) 765-7532 Debbie Ward
(404) 765-7288 Mike Cronin

2. Date Issued: 05/17/89

3. Offer Due Date: By COB on 06/02/89

4. Type of CPU: Sugar Hill Contract Branch

5. Requirements: *(See Form 7311)*

II — OFFER

Offeror Completes. If you want to offer a proposal for this CPU contract, complete this section and return to the Issuing Office (Sec. I) with the rest of the package. Completion means you agree to operate a CPU under all the terms of the contract. ("I" means Offeror)

1. Annual Price Proposal: $_____ I will operate the CPU yearly for this amount, provided my offer is accepted within_____days from the offer due date in Sec. I-3 (60 days unless I state otherwise).

2. Business Proposal *(Form 7309)*: See attached.

3. Amendment *(Form 7330)*: If USPS amends this solicitation, I will acknowledge receipt as checked:

- ☐ Sign and return amendment
- ☐ Send letter or telegram
- ☐ Fill in these blanks:
  - Amendment No._____
  - Amendment Date._____

4. Minimum-Rate Offeror: ☐ Yes ☐ No *(See reverse)*

5. Surety Bond *(Form 7298)*: If I am awarded this contract, I will secure a bond in the amount stipulated.

6. Company Name & Address:

Phone No:

7. Name of Signer:

8. Signature:

9. Date:

III — AWARD

CO Completes. To be completed only after all competitive offerors have been evaluated and the surety bond has been received.

1. Contract No:

2. Successful Offeror:
Sugar Hill City Hall
4980 West Broad Street
Sugar Hill, GA 30518

Phone No:

3. Date of Award:

4. Annual Price: $100.00

5. Monthly Payment:

6. Hourly Rate:

7. Annual Operating Hours:

8. CO Name, Signature, & Date

INSTRUCTIONS

Section I *(MSC Completes)*	**Solicitation** *(Enter Number)* 1. **Issuing Office.** Complete MSC address and phone number. 2. **Date Issued.** Enter current date. 3. **Offer Due Date.** Enter date on which offer must be received by close of business. 4. **Type of CPU.** Enter CS, CB, or CPO: CS—A CPU in the same city, town, or village as the administrative post office. CB—A CPU outside the city, town, or village of the administrative post office. CPO—A CPU usually located in small rural communities to provide service where a postal facility has been discontinued or otherwise deemed impractical. Generally use the same name as the community. 5. **Requirements.** Itemized on Form 7311.
Section II *(Offeror Completes)*	**Offer** 1. **Price.** Enter price you intend to operate the CPU annually. Enter number of days your offer is good. 2. **Minimum Rate.** Check yes or no. A minimum-rate offeror: a. Is self-employed; b. Operates the CPU personally more than 50% of the time; and c. Conducts no other primary business at the CPU location. 3. **Amendments.** Check one of the boxes; fill in amendment number and date if received before your offer is mailed. 4. **Business Proposal.** Complete Form 7309 and return with this form. 5. **Surety Bond.** You will be sent this form to complete and return if you are selected for contract award. 6. **Company.** Enter name, address, and phone number. 7. **Signer.** Type or print name. 8. **Signature.** Sign after reading any amendments. Initial any erasures or changes in the offer. If an agent is signing for you, attach evidence of authority to act for you. 9. **Date.** Enter date of proposal.
Section III *(CO Completes)*	**Award** 1. **Contract No.** Enter. 2. **Successful Offeror.** Enter name, address, and phone number of successful offeror. 3. **Date.** Enter date of award. 4. **Annual Price.** Enter from Sec. II-1. 5. **Monthly Payment.** Enter 1/12 of annual price. 6. **Hourly Rate.** Enter monthly payment divided by number of hours per month. 7. **Operating Hours.** Enter total number of hours contractor is required to work in a year. 8. **CO.** Type or print name; sign and date.

CONTRACT PROVISIONS

Terms

You	= Contractor	CPU	= Contract Postal Unit
USPS	= U.S. Postal Service	CS	= Contract Station
CO	= Contracting Officer	CB	= Contract Branch
MSC	= Management Sectional Center	CPO	= Community Post Office

Package Contents

This solicitation package contains:

a. Form 7368, *Solicitation, Offer, & Award*
b. Form 7311, *Specification Requirements*
c. Form 7308, *Evaluation & Award Criteria*
d. Form 7369, *General Contract Provisions*
e. Form 7310, *Representations & Certifications*
f. Form 7309, *Business Proposal to Operate a Contract Postal Unit*
g. ATTACHMENT A - Additional Clauses as applicable.

Proposals must comply with all provisions, representations, and specifications whether attached or included by reference. These are part of the contract even if they are not returned with your offer. If statements in one part of the solicitation do not agree with those in another part, resolve the conflict using the following order of priority:

a. Form 7368
b. Form 7369
c. Other provisions (including those incorporated by reference)
d. Form 7311

References

a. 40 U.S.C. 327-333, *The Contract Workhours and Safety Standards Act.*

b. 41 U.S.C. 35-45, *The Walsh Healy Public Contracts Act.*

For more information on items a and b and how they apply to CPUs, write the Department of Labor, Washington, DC 20210 (or their regional offices). Give the solicitation number and the name and address of the Issuing Office in Sec. I of this form.

c. FLSA, *The Fair Labor Standards Act of 1938* (as amended), Section 6(a) (1) or (b). Contains hourly pay rates that apply, in most cases, to your (and your subcontractor's) employees working under this contract. Generally, this means that they must be paid the minimum wages required by FLSA. The USPS pays minimum-rate contractors no less than the FLSA minimum wage. Offerors that ask for less are rejected.

d. 18 U.S.C. 1001. States the criminal penalty (fine or imprisonment) for false statements in your proposal.

e. PCM 2-407.8, The *Postal Contracting Manual.* States the procedures for protesting the solicitation or contract award.

Protests

All protests concerning the solicitation or award must be filed according to PCM 2-407.8. You are urged to obtain and read that information. A few of the pertinent requirements of a protest are:

a. It must be submitted in writing and must identify the solicitation and set forth the basis for the protest.

b. If it is a protest against the terms of the solicitation, it must be received by the CO or General Counsel before the offer due date.

c. Other protests must be received by the CO or General Counsel within 10 days* after the information upon which the protest was based became available. No protests will be considered, however, if received more than 15 days* after award of the contract in question.

**References to "days" exclude Saturdays, Sundays, and Federal holidays.*

CONTRACT PROVISIONS

Conditions	Offerors must give accurate and complete information required by this solicitation package. If you are making an offer: a. Read all specifications and instructions. b. Complete Form 7310. c. Complete Form 7309. Provide all information required to evaluate your proposal by the criteria on Form 7308. Add extra pages as needed. d. Read any amendments. e. Complete Section II of this form. f. Return entire package to the Issuing Office *(Sec. I-1)*. If you are not making an offer, do not return this package. However, if you want to remain on the mailing list for CPUs, notify the Issuing Office by letter or postcard; otherwise, your name will be taken off the list.
Modification and Withdrawal	You may modify your offer by letter or telegram before the due date *(Sec. I-3)*. You may withdraw your offer by letter, telegram, or in person before the contract award. Your agent may withdraw for you, in person, after showing identification and signing a receipt.
Late Receipt	An offer or modification received after the due date *(Sec. I-3)*, but *before* the award, will be considered only when one of the following applies: a. It was sent by registered or certified mail at least 5 days before the due date. (The only acceptable proof is the postmark stamped on the wrapper or mailing receipt by a postal employee when mailed.) b. It was sent by Express Mail, post office to addressee, at least 2 days before the due date. (The only acceptable proof is the date stamped on the label by the post office receiving clerk.) c. It was received by the due date and the head of the procuring activity decides it was late because of mishandling after receipt. (The only acceptable proof is the office date stamp or record of receipt.) d. It offers overriding cost or technical benefit to USPS as decided by the head of the procuring activity. e. It falls within the negotiation cut-off date set by the CO for successful offerors. f. It is the only offer received. Note: Any modification of a successful offer that is favorable to the USPS may be accepted at any time.
Selection Criteria	The contract is awarded to the responsible offeror whose proposal meets the solicitation requirements and is the most advantageous to the USPS. The selected contractor will be notified by letter. The evaluation and award criteria are on Form 7308. Note that factors other than annual price may decide the award. USPS may reject any or all proposals and may waive minor informalities or irregularities. USPS may award the contract based on your initial offer or negotiate with you after all proposals are received. Your initial proposal should be as favorable as you can make it in both business and price terms. Once a written award is mailed to the successful offeror, the contract is binding.

INSTRUCTIONS

Requesting PO

Complete all sections and send to the MSC. The MSC will use the requirements package to compile the solicitation to prospective offerors.

Sec. I. Terms

Self-explanatory.

Sec. II. Description

1. Enter name and address of PO requesting the CPU.
2. Check one.
3. Describe the area or location where CPU is needed.
4. Enter date CPU will be open for business.
5. Enter service hours open to the public.
   Enter operating hours (service plus time needed to open/close, complete reports, etc.).
   Enter days of the week open to the public.
   Enter total operating hours.
6. Self-explanatory.
7. Enter amount.
8. Enter amount.

Sec. III. Services

1. Check required sales.
   Stamps mean postage—includes bird-hunting stamps.
   Stationery means envelopes, postal cards, aerogrammes, etc.
   Money orders mean *postal* MOs only.
2. Check domestic mail acceptance.
   Regular means 1st, 2nd, 3rd, and 4th-class mail.
   Special services means mail that is insured, registered, certified, return receipt, COD, etc.
3. Check international mail acceptance.
   First-Class Mail and Other as required.
4. Check pickup delivery.
   General delivery is window service.
   PO boxes are rented self-serve wall receptacles. If PO boxes will be available, enter number.

Sec. IV. Equipment

1. Check USPS-furnished. This remains USPS property. PO boxes may or may not be provided; if provided, check Installation. When scales are furnished, enter Weights (20 oz, 70 lb).
   Accountable paper means stamps and stamped envelopes.
2. Checked items are supplied by the contractor. Specify other requirements.

CONTRACTOR RESPONSIBILITIES

1. Reference. The CPU must be operated according to Handbook M-8, *Operating Guide, Community Post Offices, Contract Stations, Contract Branches*, provided by the USPS.

2. Staffing. Neither you nor your staff may be USPS employees. You are responsible for complying with the terms of this contract and for the actions of your employees operating the CPU.

3. Funds.

   a. USPS: All monies received from the CPU are USPS property and must only be used for postal functions and CPU operations.

   b. Non-USPS: You may sell nonpostal money orders, checks, etc. and you may handle shipments for nonpostal delivery services. However, these sales and transactions *must* be in an area clearly separate and distinct from the area assigned to the CPU. Postal and nonpostal funds must be kept separate.

   c. Security: When the CPU is closed or unattended, all monies and postage supplies—including blank money orders—must be locked in the safe with at least 3 complete turns of the dial. Envelopes and postal cards may be kept in any suitable locked cabinet.

4. Audit. Your records will be subject to both scheduled and unscheduled audits by the CO or other authorized personnel.

5. Restriction. The CPU must not be located in, or directly connected to, a room where intoxicating beverages are sold for consumption on the premises.

PS Form 7311, Nov. 1984

SPECIFICATION REQUIREMENTS
CONTRACT POSTAL UNITS

INSTRUCTIONS →

Date

I — TERMS

You	= Contractor	CPU	= Contract Postal Unit
We	= U.S. Postal Service	CS	= Contract Station
CO	= Contracting Officer	CB	= Contract Branch
COR	= Contracting Officer's Representative	CPO	= Community Post Office
		PO	= Post Office

II — DESCRIPTION

1. Administrative PO The CPU will report to the postmaster at: _____

   The CO will assign a COR who will be responsible for directing your operation of the CPU.

2. Type of CPU ☐ CS ☒ CB ☐ CPO

3. Location Sugar Hill City Hall, 4980 West Broad Street
   Sugar Hill, GA 30518

4. Operational Date 06 – 05 – 89 or within ____ days after award, subject to provision of surety bond and availability of USPS property.

5. Hours *(Except Holidays)*
   Service: From 8 : 30 am To 6 : 00 From 8 : 30 To 12 : 00 pm Saturdays
   Operating: From 8 : 30 am To 6 : 00 pm
   Days MON thru FRIDAY
   Total 51 hrs/wk; 2557 hrs/yr

6. Size Floor Space: 300 square feet
   Wall Space: 10 x 6' for PO boxes *(if required)*

7. Estimated Revenue $100,000 the first year

8. Surety Bond $5000.00. If you are awarded this contract, you will be required to secure a bond in this amount from a company listed by the U.S. Treasury Department as an approved surety.

III — SERVICES

You must provide sufficient staff to offer the services checked.

1. Sales
   - ☒ Stamps
   - ☒ Stationery
   - ☒ Money Orders
   - ☐ Other *(Specify)* _____

2. Domestic Mail
   - ☒ Regular
   - ☒ Special Services
   - ☒ Express Mail
   - ☐ Other *(Specify)* _____

3. International Mail
   - ☒ First Class
   - ☐ Other *(Specify)* _____

4. Mail Delivery
   - ☐ General Delivery
   - ☒ PO Boxes 300 *(No.)*

IV — EQUIPMENT

1. We Furnish *(USPS Property)*
   - ☒ PO Boxes
   - ☒ Scales
   - ☒ Money Order Imprinter
   - ☒ CPU Forms and Supplies
   - ☒ Accountable Paper
   - ☒ Other *(Specify)* Sack Racks, Rubber STamps
   - ☐ Installation Weights

2. You Furnish
   - ☒ Utilities
   - ☒ Counters
   - ☒ Safe
   - ☒ Common Office Supplies
   - ☐ Other *(Specify)* Calculator

PS Form 7311, Nov. 1984

JAN. FEB. MARCH APRIL MAY

EVALUATION AND AWARD CRITERIA

CONTRACT POSTAL UNITS

NOT APPLICABLE

Point Scores

Each proposal is evaluated according to these criteria. The evaluation committee may need to visit the proposed CPU site. The sum of the maximum points assigned must equal 100.

	Maximum Points
1. Location	
• Within specified area.	
• Accessibility to customers.	
• Availability of parking.	
2. Facility	
• Internal and external appearance.	
• Layout of CPU.	
• Ease of access, including handicapped accessibility.	
3. Service	
• Anticipated staffing.	
• General reliability.	
• Compatibility of postal and nonpostal services.	
Total:	**100 Points**

Evaluation Formula

Final selection is based on the highest score, obtained as follows:

1. Add the business score and price score. The sum of the assigned percentages for these two scores must equal 100%.
   - Business Score = Points awarded to a specific offer ÷ highest points awarded any offer.
   - Price score = Lowest offered annual rate ÷ offeror's annual rate.
   - Final score = Business Score x_____%
     + Price Score x_____%
     Total: 100%

2. Award is made to the responsible offeror who receives the highest final score. In case of a tie in final scores, award is made as follows:
   - If one of the final offerors was the immediate past contractor, that offeror receives the award.
   - If none of the final offerors was the immediate past contractor, the CO draws lots.

GENERAL PROVISIONS
CONTRACT POSTAL UNITS

Clauses	Terms: You = Contractor; USPS = U.S. Postal Service; CO = Contracting Officer; COR = Contracting Officer's Representative; CPU = Contract Postal Unit
1. Payment	The agreed annual rate for a contract will be paid to you in 12 equal monthly installments.
2. Surety Bond	Before award you must give the contracting officer a performance bond in the amount specified on Form 7311. Form 7298 should be used, and executed by an approved surety. The bond will be in effect throughout the contract. You must tell the contracting officer within 5 days if either your surety cancels the bond or if you change sureties. If you do not tell the contracting officer, he may end (terminate) the contract.
3. Additional Bond Security	If at any time during the contract your surety becomes unacceptable, you will be notified to obtain the additional bond the USPS needs to protect its interest.
4. Length of Contract	The contract will continue indefinitely unless it is terminated as provided in clause 5, titled "Termination of Contract."
5. Termination of Contract	You or USPS may end (terminate) this contract on 60-days' written notice. The contracting officer may end the contract if necessary to protect USPS' interests after a 1-day written notice.
6. Changes to Contract	No changes to this contract are valid unless signed by the contracting officer.
7. Transfer of Contract	You cannot transfer (assign to another party) this contract, any interest in it or any claims for money based on it. If you do, USPS may, at any time after notifying you in writing of this default, terminate this contract and use any rights and remedies it has by law. Exceptions: a. USPS may recognize a transfer as valid if all of your assets, or those involved in fulfilling this contract, are transferred. b. If this contract is for $1,000 or more in payments, money USPS owes you may be transferred to a bank, trust company, or other financial institution. All money payable must be covered. It cannot be transferred to more than one party, but one party can be an agent or trustee for two or more who are involved in the financing. You must notify USPS in writing, with a copy of the transfer papers attached, and get USPS approval for any transfer to be valid. You must file copies with: a. The contracting officer, and b. The USPS disbursing officer if one is named to make payments on this contract and your contracting officer has notified you of the disbursing officer's designation in writing.
8. Notice to Contracting Officer	You must tell the contracting officer within 5 days if: a. You lost your lease or you or your lessor decide not to renew your lease. b. You run another business along with the CPU and you decide to close or sell that other business. c. Your CPU is in a school, Government, or military building, and you are required to move or stop your operation.

GENERAL PROVISIONS

Notice *(continued)*	The contracting officer may end your contract if, in a. above, you cannot relocate in a location that best serves the needs of USPS. If you close your business and the CPU, the contract will end. If you sell your business but wish to continue operation of the CPU, the contract may end and the USPS may transfer the contract to the person or company that buys your business. If you sell your business but not the CPU, you may continue to run the unit if you can obtain control of the same space, a new bond, and the contracting officer thinks it is in the best interest of the Postal Service. In c. above, the contracting officer may end the contract or let you move and change it by modification.
9. Employees	Individuals used by you to perform this contract must project a favorable image on behalf of the USPS at all times. The contracting officer may require that you stop using an employee to perform work on the contract if, in the CO's opinion, the employee cannot do the work or the employee projects an unfavorable image of the USPS. You must not hire anyone for contract work who is serving a prison sentence unless they are hired according to Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(a) (2), and Executive Order 11755, December 29, 1973.
10. Performance	Continued failure to perform work as specified in the contract may result in the termination of the contract.
11. Inspection of Work	The COR inspects your performance to make sure it is done according to the contract. The COR immediately reports any poorly done work to you. If you continue to do poor work, the contracting officer warns you in writing to improve your work or the USPS may end the contract.
12. Holidays	The CPU will not be open on Federal holidays unless required on Form 7311.
13. Service/ Operating Hours	The difference between operating and service hours is that amount of time you need for administrative duties required immediately prior to and immediately after the hours the CPU is open to the public. If post office box delivery is required, you will also be given enough time each morning to box the mail prior to opening the CPU.
14. Monthly Report– Minimum Rate	If you are a minimum-rate contractor, you must not exceed the operating hours specified on Form 7311 unless the contracting officer approves. In this case, the contract will be modified and the contract payments increased accordingly. You must send two completed copies of Form 7312 to the COR within 2 days after the end of each month.
15. Records	You must keep, and let the USPS inspect, your records of business done under this contract for up to 3 years after this contract ends, unless notified otherwise by the contracting officer or COR.
16. Equipment and Supplies	USPS provides all equipment and supplies listed on Form 7311. Once supplies are delivered, you are responsible for any loss or damage to them (except for supplies that are used up during the work or suffer from normal wear and tear). When the contract ends, you must return any leftover supplies.
17. Price Adjustments	You can ask for an increase in your annual rate after you have had the contract for at least 2 full years or have operated for 2 years since your last price increase. Your request must tell the contracting officer exactly why you deserve an increase. Things that could justify an increase are: a. The benefit you are providing USPS has increased because your real revenue or the number of transactions has grown or you have made other improvements which directly benefit USPS. b. Your cost of rent, utilities, and labor (for your employees) has increased. If you operate the CPU as part of another business, you may claim only the pro-rata share attributable to the CPU.

GENERAL PROVISIONS

Price *(continued)*

You should submit your request to the COR, who sends it with comments to the contracting officer. The contracting officer may accept your request, may negotiate with you to reach an agreement on a new annual rate, or may deny your request. If USPS accepts your request or you and USPS reach agreement on some other amount, you agree to continue the contract for 1 year after the new rate is effective. If USPS denies your request, you may continue to run the CPU at the existing annual rate or you may end the contract.

18. Minimum Rate

It is USPS policy that minimum-rate contractors receive no less than the Federal minimum wage for work performed. If you are a minimum-rate offeror, your annual price, when divided by your annual operating hours, must give you at least the minimum wage. (If it does not, your offer will be rejected.)

19. FLSA Adjustment

If you are a minimum-rate contractor and an amendment to FLSA results in your receiving an hourly rate less than the Federal minimum wage, the contract will be modified to provide you with that rate effective with the date of the amendment.

20. Additional Services

The contracting officer can, at any time, without informing your sureties, tell you in writing to provide additional services that are required by Public Law or Executive Order, or provided by USPS because of a request by a Government department or agency. If these additional services increase your cost, a fair adjustment in the contract price will be agreed to in writing by you and the contracting officer.

21. Laws and Ordinances

You must obey all laws, ordinances, and regulations that apply to working under this contract. No contract is made with anyone who is underage in the state (territory, etc.) in which they live. You must be a U.S. citizen or a permanent resident alien with a valid Form IL-151, *Alien Registration Card.*

22. Taxes

Social Security, Federal, State, and local taxes are not withheld by USPS as you are not a Postal Service employee. USPS bears no responsibility for making your required payment to these funds.

23. Gratuities

Your right to proceed may be terminated by written notice if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that you, or anyone acting for you, offered or gave a gratuity (e.g., entertainment or a gift) to any USPS officer or employee with the intent of obtaining a contract or favorable treatment under a contract. If this contract is terminated because of a gratuity, the USPS may still pursue the remedies it could for breach of contract.

The rights and remedies the USPS has under this clause are added to any other rights and remedies it has both by law and under this contract.

24. Officials Must Not Benefit

No member of Congress, Delegate to Congress, or Resident Commissioner may get any share in, part of, or benefit from this contract. This does not apply if the contract is made with a corporation for its general benefit.

25. Equal Opportunity

The *Postal Contracting Manual* prohibits discrimination based on race, color, religion, sex, national origin, or physical or mental handicap or against disabled veterans. The clauses titled: Equal Opportunity, Affirmative Action for Handicapped Workers, and Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era are incorporated into this contract by reference.

GENERAL PROVISIONS

26. Claims and Disputes

This contract is subject to the Contract Disputes Act of 1978 (Public Law 95-563; 41 U.S.C. 601-613).

You and USPS must resolve all disputes relating to this contract under this clause.

In this clause; "claim" means a demand (made by you or USPS concerning this contract) for payment of money, an adjustment or interpretation of the contract, or other relief—as a legal right. A voucher, invoice, or request for payment that is not in dispute when it is submitted is not a claim under the Contract Disputes Act of 1978. However, if the voucher, invoice, or request is not acted on in a reasonable amount of time, or is disputed as to liability or amount, it may be converted to a claim.

You must submit claims in writing to the contracting officer for a decision. A claim by USPS against you will be in the form of a decision by the contracting officer.

If your claim is over $50,000, you must submit a certification with the claim stating that:

a. The claim is made in good faith.

b. The information you use to back it up is accurate and complete (to the best of your knowledge).

c. The amount is what you believe USPS owes you.

If you contract as an individual, you must sign the certification in person. If you contract as a firm, either a senior company official in charge of the office or location involved in the contract, or an officer or general partner who has overall responsibility for your affairs must sign the certification.

If you and USPS cannot resolve a claim by mutual agreement, the contracting officer must issue a decision in writing and send you a copy.

a. If your claim is $50,000 or less, the contracting officer must decide the claim within 60 days.

b. If your claim is over $50,000, the contracting officer must decide the claim within 60 days or notify you of the date when the decision must be made.

The contracting officer's decision is final unless:

a. You appeal to the Postal Service Board of Contract Appeals within 90 days, or

b. You sue USPS in the U.S. Claims Court within 12 months.

The contracting officer cannot, under the Claims and Disputes Act of 1978, issue decisions about claims and disputes that other agencies are expressly authorized by statute or regulation to decide.

USPS pays interest on the amount found due on your claim from the date the contracting officer receives your claim (certified, if required) or from the date payment would otherwise be due (if that date is later) until the date USPS pays you. The interest rate is set by the Secretary of Treasury. Simple interest is paid at the rate which applied when the contracting officer received your claim, and then at the rate fixed by the Secretary of the Treasury for each successive 6-month period in which the claim is pending.

Until any lawsuit or appeal is resolved, you must perform the contract according to the contracting officer's decision, unless you and USPS agree otherwise.

★ U.S. Government Printing Office: 1985—474-422/39044

REPRESENTATIONS AND CERTIFICATIONS—CONTRACT UNITS

Name and Address of Offeror *(No., Street, Apt./Suite No., City, State, & ZIP+4)*	USPS Solicitation Number
	Date of Officer

The offeror makes the following representations and certifications as a part of the offer identified above. *(Check and/or complete all applicable boxes and blocks.)*

1. Small Business Concern/Minority Business Enterprise

The offer ☐ is not, a small business concern and ☐ is, ☐ is not, a minority business enterprise. (For the purpose of this offer: (i) a "small business concern" is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in 13 CFR Part 121, or if no standard has been established, of a size employing not more than 500 employees, and (ii) a minority business enterprise is a concern of which at least 51 percent is owned by, and of which the management and daily business operations are controlled by, one or more members of a minority group. (For one purpose of this definition, minority group members are U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. The term "Native Americans" means American Indians, Eskimos, Aleuts, or Native Hawaiians. "Asian-Pacific Americans" means Americans whose origins are in Japan, China, the Phillipines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, North Mariannas, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means Amaricans whose origins are in India, Pakistan, or Bangladesh.)

2. Type of Organization

The offer operates as ☐ an individual, ☐ a partnership, ☐ a joint venture, ☐ a nonprofit organization, or ☐ a corporation under

the laws of the State of _____.

3. Taxpayer Identification Number and Parent Company

Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. (The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, US Treasury Form 941.)

A. Offeror's Taxpayer Identification Number: _____

A parent company is one which owns or controls the basic business policies of an offeror. To own means to own more than 50% of the voting rights in the offeror. To control means to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

B. Mark this block if the offer is owned or controlled by a parent company: ☐

If the block above is checked, provide the following information about the parent company:

C. Parent Company's Name: _____

D. Parent Company's Main Office Address:

No. and Street _____

City _____ State _____ ZIP Code _____

E. Parent Company's TIN _____

If the block in item B is checked, indicate the TIN (Line A or Line E) used on the Federal Income tax return which reflects the offeror's income.

F. TIN used on the offeror's Federal Income Tax Return _____

4. Certification of Nonsegregated Facilities

By submission of this offer, the offeror certifies that he/she does not maintain or provide for employees any segregated facilities at any establishments, and does not permit employees to perform their services at any location, under the offeror's control, where segregated facilities are maintained. The offeror or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

5. Control of Space

(Complete only if space is to be provided by offeror.)

(a) The space proposed by the offeror is in a building the offeror ☐ owns, ☐ leases, or ☐ has a binding commitment to lease.

(b) If the answer to (a) is "leases", state the length of the unexpired portion of the lease _____.

(c) If the answer to (a) is "binding commitment", state the type of commitment *(or or written)* and furnish the name and address of the owner.

_____

_____.

6. Other

(a) The Contract Unit ☐ will, ☐ will not, be operated jointly with another commercial activity (grocery, pharmacy, etc.) owned or managed by the offeror.

(b) If the block in front of "will" in 6(a) above is checked, state type of commercial activity _____.

(c) If 6(b) above has been completed, answer the following question:

The commercial activity ☐ will, ☐ will not, constitute the primary business activity at the location.

(d) The unit ☐ will, ☐ will not, be operated in a private residence.

(e) The unit ☐ will, ☐ will not, be operated in a facility exclusively devoted to providing contract postal service.

(f) The unit ☐ will, ☐ will not, be operated more than 50% of the time by one or more individuals who are, or will be, employed by the offeror.

(g) The offeror ☐ is, ☐ is not, a Federal, State, or local government entity, college, university, or other educational institution.

BUSINESS PROPOSAL
CONTRACT POSTAL UNIT

Location

I will operate the contract unit at the following location:

Name of Firm or Building _____

Street Address _____

City, State, ZIP _____

Room number of location within building _____

Number of square feet provided _____

Telephone No. _____

Operation

I will operate the unit as follows: (Discuss who will staff the unit; you, others, or a combination of two. How unit will be staffed when primary operators are sick, etc.)

_____

_____

_____

_____

Capability

The following is a summary of my capabilities and experience, as well as the qualifications of others (if any) I will use in order to satisfactorily operate the unit:

_____

_____

_____

_____

Hours of Service

If you are unable to provide hours of service in accordance with Form 7311, indicate the hours of service you wish to provide: _____

Signature & Title of Offeror _____

Printed Name & Title _____

Home Street Address _____

City, State, ZIP _____

Home Telephone No. _____ Contract in Name of: _____

Mail checks and correspondence to: Business Address _____ Home Address _____

MEMO

TO: MAYOR AND COUNCIL

FROM: CITY MANAGER

DATE: JUNE 5, 1989

RE: CITY JUDGE'S SALARY

The other surrounding cities in Gwinnett County all have their own police departments. Therefore, they hold court quite often and they pay their judges from $150 and up per session.

Since we do not hold court that often, I don't feel we can compare ourselves to the other cities. Buford does not have a city judge.

O R D I N A N C E

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

That the City of Sugar Hill, Georgia does hold city court as needed for city code compliance. The city shall pay the city judge per session when city court is held. If the city court session lasts up to 1 (one) hour, the judge shall be paid $50.00 per session. If the city court session lasts over 1 (one) hour, the judge shall be paid $100.00 per session.

This ordinance shall become effective on this 5th day of June, 1989.

IT IS SO ORDAINED, this 5th day of June, 1989.

Judy Foster
Attest

George Haggard
Mayor

SEAL

Bobby Sanders
Council Member

Bobbie Queen
Council Member

David L. Hawk
Council Member

Thomas C. Morris Sr.
Council Member

Council Member

NOTICE TO PUBLIC

Notice is hereby given that the Mayor and Council of the City of Sugar Hill, Georgia, have received an application to amend the Zoning Ordinance of the City of Sugar Hill, Georgia, and the Zoning Map adopted pursuant to that ordinance requesting that the property described herein be rezoned from its present zoning classification of RS100, Medium Density Single Family Residential District, to LM, Light Manufacturing District. The property is described as follows:

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Sugar Hill Militia District, and in the Town of Sugar Hill, being one house and lot known as the Old N. C. Cross Homeplace and particularly described as follows:

> BEGIN AT A CORNER on the westerly side of the Old Buford and Cumming Road, at the corner of property of Robinson, and run thence in a westerly or northwesterly direction along the line of Robinson 160 feet, more or less, to a corner on the right-of-way of Southern Railroad; thence in a southerly direction along the right-of-way of said railroad 75 feet to a corner with land of Mrs. J. H. Puckett; thence in an easterly or southeasterly direction along the line of Mrs. J. H. Puckett 190 feet, more or less, to a corner on the westerly side of said Old Buford and Cumming Road; and thence in a northerly or northeasterly direction along said road 75 feet to the POINT OF BEGINNING.

This property is further known as all that tract or parcel of land lying and being in Land Lot 292, 7th Land District, Gwinnett County, Georgia, in the City of Sugar Hill, being Lot 7 of the G. O. Mauldin and R. E. Duncan Subdivision as shown on plat of same prepared by G. L. Veal, Surveyor, September, 1922, recorded in Plat Book B, Page 34, Gwinnett County Records, and being further known as Tax Parcel No. 7-292-153 according to the present system of numbering of the Gwinnett County, Georgia, Tax Assessors Office.

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 292, 7th Land District, Gwinnett County, Georgia, in the City of Sugar Hill, being Lots 10, 11, and 12 of the G. O. Mauldin and R. E. Duncan Subdivision as shown on plat of same prepared by G. L. Veal, Surveyor, September, 1922, recorded in Plat Book B, Page 34, Gwinnett County Records. This property is also known as Tax Parcel No. 7-292-34 according to the present system of numbering of the Gwinnett County, Georgia, Tax Assessors Office.

TRACT 3

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 292, 7th Land District, Gwinnett County, Georgia, in the City of Sugar Hill, being Lot 9 of the G. O. Mauldin and R. E. Duncan Subdivision as shown on plat of same prepared by G. L. Veal, Surveyor, September, 1922, recorded in Plat Book B, Page 34, Gwinnett County Records, and being more particularly described as follows:

> BEGINNING AT A POINT on the westerly side of Railroad Avenue, formerly known as Old Cumming Road, at property of Dan G. Brogdon, and running thence in a northeasterly direction along said Railroad Avenue a distance of 75 feet, more or less, to an iron pin corner; thence in a northwesterly direction along line between Lots 9 and 8 a distance of 220 feet, more or less, to an iron pin corner on right-of-way of Southern Railroad; thence in a southwesterly direction along said railroad right-of-way a distance of 75 feet, more or less, to a point at property of Dan G. Brogdon; thence in a southeasterly direction along property of Brogdon a distance of 235 feet, more or less, to the POINT OF BEGINNING.

This property is also known as Tax Parcel No. 7-292-34A according to the present system of numbering of the Gwinnett County, Georgia, Tax Assessors Office.

TRACT 4

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 292, 7th Land District, Gwinnett County, Georgia, in the City of Sugar Hill, being Lot 8 of the G. O. Mauldin and R. E. Duncan Subdivision as shown on plat of same prepared by G. L. Veal, Surveyor, September, 1922, recorded in Plat Book B, Page 34, Gwinnett County Records, and being more particularly described as follows:

> BEGINNING AT A POINT on the westerly side of Railroad Avenue, formerly known as Old Cumming Road, at property of James R. Lyles, and running thence in a southerly direction along said Railroad Avenue a distance of 75 feet, more or less, to an iron pin corner; thence in a northwesterly direction along line between Lots 8 and 9 a distance of 220 feet, more or less, to an iron pin corner on right-of-way of Southern Railroad; thence in a northeasterly direction along said railroad right-of-way a distance of 75 feet, more or less, to the point at property of James R. Lyles; thence in a southeasterly direction along property of Lyles a distance of 211 feet, more or less, to the POINT OF BEGINNING.

This property is also known as Tax Parcel No. 7-292-35 according to the present system of numbering used by the Gwinnett County, Georgia, Tax Assessors Office.

A public hearing on the application for rezoning will be conducted by the Mayor and Council of the City of Sugar Hill, Georgia, in the Council Chambers at Sugar Hill City Hall on June 5, 1989, at 7:30 p.m.

Mayor and Council of the
City of Sugar Hill

MEMO

TO: MAYOR AND COUNCIL

FROM: CITY MANAGER

DATE: JUNE 5, 1989

RE: ADOPTION OF CODES FOR BUILDING INSPECTOR

When the Building Inspection Department was first started in the fall of 1986, there was never an ordinance adopted to follow the Southern Building Code, and the State Electrical, Plumbing and Heating and Air Codes. Beacuse of this, it is causing problems with our codification, so we need to get this matter cleared up.

O R D I N A N C E

THE COUNCIL OF THE CITY OF SUGAR HILL, Georgia hereby ordains:

That the city building inspection department shall use the Southern Building Code Regulations, 1985 edition, as well as the State Plumbing Codes (1984 edition), Electrical Codes (1987 edition) and Heating and Air Regulations (1985 edition).

This Ordinance shall become effective on the 5th day of June, 1989.

IT IS SO ORDAINED, this 5th day of June, 1989.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

Attest: City Clerk

MEMO

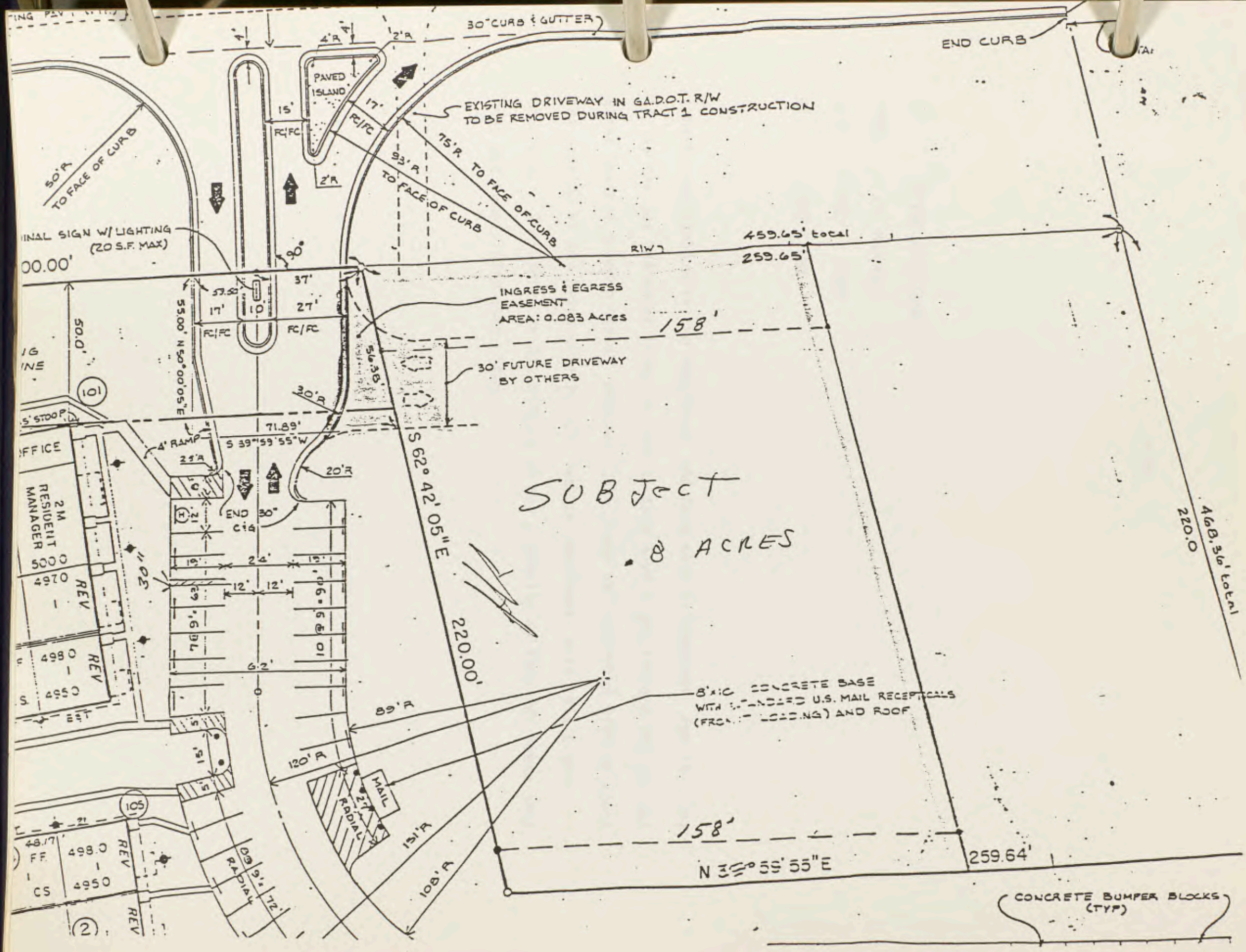
TO: MAYOR AND COUNCIL

FROM: CITY MANAGER

DATE: JUNE 5, 1989

RE: JEFF HERMAN - SEWER

Mr. Herman has purchased the property on Highway 23 adjoining Cardinal Industries and wishes to tap-on to our sewer system and wants to know how much it will cost him.



JAN. FEB. MARCH APRIL MAY

MEMO

TO: MAYOR AND COUNCIL

FROM: CITY MANAGER

DATE: JUNE 5, 1989

RE: JOHN STONE

I have negotiated with the developers and have made arrangements for the city to lay the gas and water lines as long as they have a gas furnace and gas hot water heaters in each house. However, John Stone has conferred with me about the problem of not being able to sell lots to developers with this clause involved. Therefore, he has offered to pay a penalty of $500 per house that does not comply with that clause.

May 15, 1989

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

Re: Springhill Plantation Subdivision

Dear Ms. Williamson:

This letter is to advise you of our intention to utilize natural gas for our development in Sugar Hill. As you know, we will have approximately 45 lots and each house will be required to have a gas furnace and water heater.

It is our understanding that for this commitment from Sugar Hill, you will install the gas lines in the subdivision at the expense of the city. Our commitment to you is that there will be a $500.00 penalty for each house failing to meet this commitment.

Thank you for your assistance.

Yours truly,

John C. Stone, Jr.

JAN.
FEB.
MARCH
APRIL
MAY

MEMO

TO: MAYOR AND COUNCIL

FROM: CITY CLERK

DATE: JUNE 5, 1989

RE: LETTER QUALITY PRINTER

We budgeted this year for a new letter quality printer. Chandra needs this printer in order to process her checks more efficiently. This particular printer also allows her to do her checks without having to void one each time. The printer Chandra is using now, will be placed at Claudette's desk for her and Sara to be able to utilize word processing and print the document at that terminal instead of having to spool the document to print at another terminal.

The printer we want to purchase is an Okedata Microline 393. The cost of this printer will be $1500.00.

CITY OF SUGAR HILL FINANCE REPORT

	JAN	FEB	MAR	APR	MAY	JUNE
GENERAL FUND						
REVENUES	50232 00	23338 00	89023 00	39028 00	27189 00	
EXPENSES	28592 00	27153 00	107596 00	55886 00	52048 00	
YTD TOTAL	21640 00	17825 00	<748 00>	<17606 00>	<42465 00>	
SANITATION FUND						
REVENUES	12017 00	29553 00	17700 00	16264 00	19142 00	
EXPENSES	13558 00	14535 00	12941 00	13083 00	13237 00	
YTD TOTAL	<1541 00>	13477 00	18236 00	21417 00	27322 00	
GAS FUND						
REVENUES	154484 00	182359 00	188818 00	162491 00	103291 00	
EXPENSES	150672 00	54380 00	194491 00	87266 00	68917 00	
YTD TOTAL	3812 00	131791 00	126118 00	201343 00	235717 00	
WATER & SEWER FUND						
REVENUES	49930 00	305256 00	46018 00	41173 00	119199 00	
EXPENSES	99871 00	78697 00	79957 00	57180 00	47179 00	
YTD TOTAL	<49941 00>	176618 00	142679 00	126672 00	198692 00	
STREET & BRIDGE FUND						
REVENUES	Ø	Ø	250 00	4132 00	Ø	
EXPENSES	4240 00	2636 00	2797 00	5651 00	4039 00	
YTD TOTAL	<4240 00>	<6876 00>	<9423 00>	<10942 00>	<14981 00>	

MAYOR & COUNCIL WORK SESSION
MONDAY, JUNE 19, 1989
7:30 p.m.

A G E N D A

A) Cablevision Update - David Wells

B) Clubhouse Plans

C) Setting Wheeling Fees

D) Penalties for Total Electric Houses

JAN. FEB. MARCH APRIL MAY

MAYOR & COUNCIL MEETING
MONDAY, MAY 8, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

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

Old Business
A) Electricity for Sewer Treatment Plant
B) Clubhouse Plans
C) Utility Deposits

New Business
A) Cole, Layer, Trumble Co. - Reappraisals for the County
B) Elect Voting Delegate and Alternate for GMA Convention
C) Elect Voting Delegate and Alternate for Municipal Gas Authority
D) Designated Representative for JMEBS Workers Compensation Annual Mtg.

City Manager's Report
A) 40+4 Case Trencher

City Clerk's Report
A) Service Agreement for Copier
B) GMA 4th District Meeting, May 25 - No. of those attending

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, MAY 8, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, May 5, 1989.

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

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

Invocation given by Mr. Hubert Hosch. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Hawthorne moves to approve minutes from last month's meetings. Second to the motion by Councilperson Morris. Vote unanimous.

Planning & Zoning Board
Nothing to report.

Recreation Board
Councilperson Queen reports that the Sugar Hill Festival last Saturday was a success and she thanks the committees and city employees and other volunteers that helped make it a success. Mrs. Queen also reports that construction has begun on the second pavillion at the park and should be completed within a month.

Clean & Beautiful Committee
Nothing to report.

Budget & Finance
Councilperson Hawthorne states that the city is in a favorable position with the budget. Mr. Hawthorne states that the General Fund is in the red which is usual until the tax season, the Water Fund is in the red also due to unexpected expenses, and the gas and sanitation funds have both been favorable this year.

Electricity at the Sewer Treatment Plant
City Manager Kathy Williamson states that Ga. Power has submitted a proposal for the electricity at the new sewer treatment plant. She also states that Sawnee Electric still has not submitted a proposal. Mr. Don Shaw is present for Ga. Power. Mrs. Williamson states that City Attorney Lee Thompson has reviewed the contract and has some questions for Ga. Power. Councilperson Queen moves to have the city manager, city attorney, and city engineer meet with Ga. Power to review the contracts further and to get back with the council at the next council meeting. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Clubhouse Plans
City Manager Kathy Williamson states that the clubhouse plans are preliminary plans for the council to review and comment on. She also states the city engineer will be at the council meeting next month to answer any questions they may have.

Utility Deposits
City Manager Kathy Williamson states that the city attorney has written the council an opinion letter concerning charging renters a higher utility deposit than homeowners and this matter is for their review.

Reappraisals for County
County Tax Assessor Bob Wilson and Raymond Cudworth of Cole, Layer, Trumble Co. present a 15 minute slide show explaining how and why their company is reapprasing the property in Gwinnett County. Mayor Haggard thanks them for taking time to help us to better understand the situation.

Voting Delegate & Alternate for GMA Convention
Councilperson Hawthorne moves to nominate Mayor Haggard as the voting delegate for the GMA Convention. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Morris moves to nominate Councilperson Hawthorne as the alternate voting delegate for the GMA Convention. Second to the motion by Councilperson Queen. Vote unanimous.

Voting Delegate & Alternate for Muncipal Gas Authority
Councilperson Hawthorne states that they have already voted for him to be the voting delegate and the city manager to be the alternate voting delegate. General consensus.

JMEBS Workers Compensation Annual Meeting
Councilperson Hawthorne moves to appoint City Clerk Judy Foster as the designated representative to sign the proxy for the meeting. Second to the motion by Councilperson Queen. Vote unanimous.

Case Trencher
City Manager Kathy Williamson states the utility crew needs a new trencher because they have had so much down time because of repairs on the old trencher. The new trencher will cost $27,390. A maintenance agreement on the trencher would be $260. Councilperson Hawthorne moves to purchase the trencher along with the maintenance agreement. Second to the motion by Councilperson Morris. Vote unanimous.

Bids on Dump Trucks and Van
City Manager Kathy Williamson states that we had four bids submitted on the two dump trucks and the van. Mrs. Williamson states that she has declined the bids for the 1969 dump truck because she has had it repaired at a reasonable price and it is now in operation. She is recommending that the council accept the bid of $475 for the van and the bid of $801 for the other dump truck. Refer to the bid opening minutes.
Councilperson Queen moves to accept the city managers recommendation. Second to the motion by Councilperson Hawthorne. Vote unanimous.

City Manager Kathy Williamson states that Building Inspector Steve Kennedy attended the Soil Erosion and Conservation Seminar in Savannah last week and the City of Sugar Hill was recognized for their knowledge in that field.

Maintenance Agreement for Copier
City Clerk Judy Foster states that the 90 day warranty on the Mita copier purchased in February is up at the end of this month and the city can purchase a maintenance agreement for $400 per year or be charged on a per call basis for service at a rate of $75 per hour. Councilperson Morris moves to purchase the $400 per year maintenance agreement. Second to the motion by Councilperson Hawthorne. Vote unanimous.

GMA 4th District Meeting
City Clerk Judy Foster asks who will be attending the 4th District GMA meeting on Thursday, May 25th. Councilpersons Hawthorne, Queen and Morris state that they will attend the meeting.

City Clerk Judy Foster reminds everyone that the council meeting next month will be held on June 5 due to a conflict with the GMA Convention.

Council Reports
Mayor Haggard recommends the council appoint Mr. Bob Parris of Sugar Creek Drive to the Appeals Board on which he has agreed to serve. Councilperson Queen moves to nominate Mr. Bob Parris to serve on the Planning & Zoning Board of Appeals. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Citizens Comments
Barbara Hoover asks that the letter of opinion written by the city attorney concerning utility deposits be read aloud. City Manager Kathy Williamson reads the letter aloud. Ms. Hoover then asks that this matter be brought up again at the next council meeting. Mrs. Williamson states that Ms. Hoover needs to write a formal letter to the city clerk to have the matter put on the agenda.

Councilperson Hawthorne moves to recess the council meeting and enter into a closed personnel meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Council meeting recessed at 8:50 p.m.

Judy Foster

Council meeting called back to order at 9:35 p.m.

Railroad Avenue
Councilperson Morris moves to advertise to have the property on Railroad Avenue surrounding AIM Co. rezoned to LM in a public hearing. Second to the motion by Councilperson Hawthorne. Vote unanimous.

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

Council meeting adjourned at 10:05 p.m.

Judy Foster

PERSONNEL MEETING
MONDAY, MAY 8, 1989
9:00 P.M.

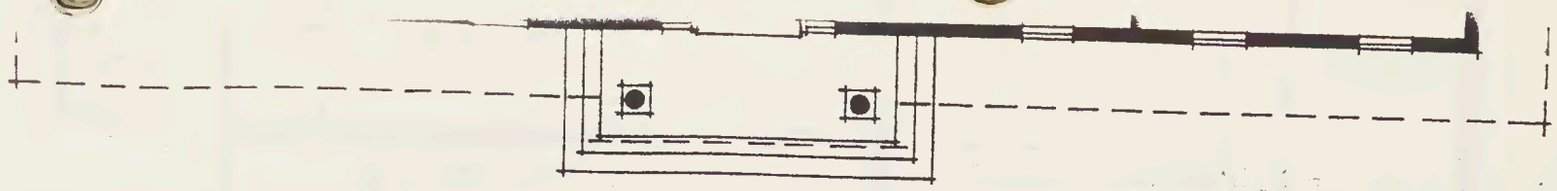
M I N U T E S

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

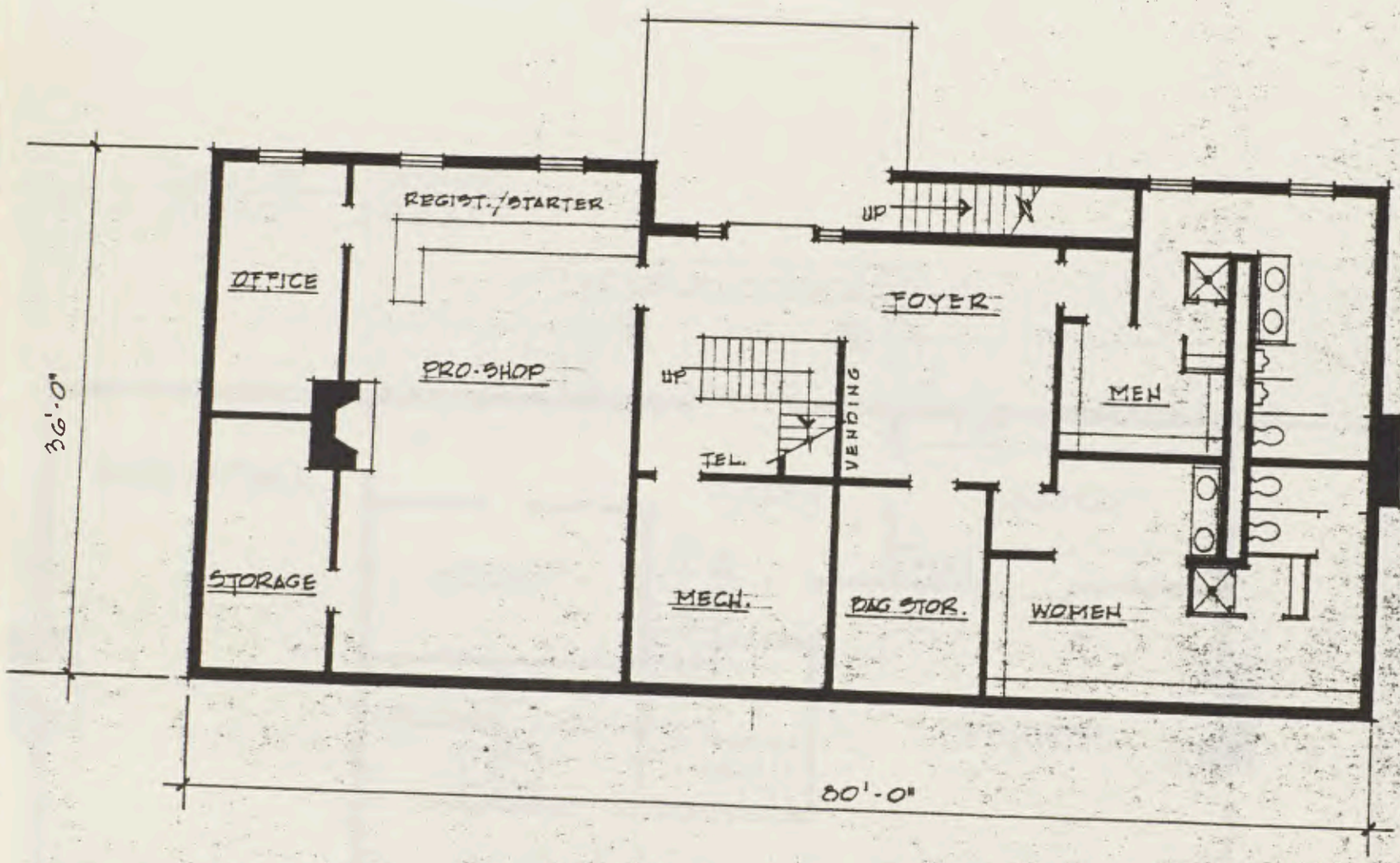
Frank Roberts
City Manager Kathy Williamson states that meter reader Frank Roberts has turned in his resignation and will resign as soon as the city can find a replacement for him. He also stated that he would come in and do work for the city anytime they were short and needed help.

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

Personnel meeting adjourned at 9:30 p.m. Judy Sooter



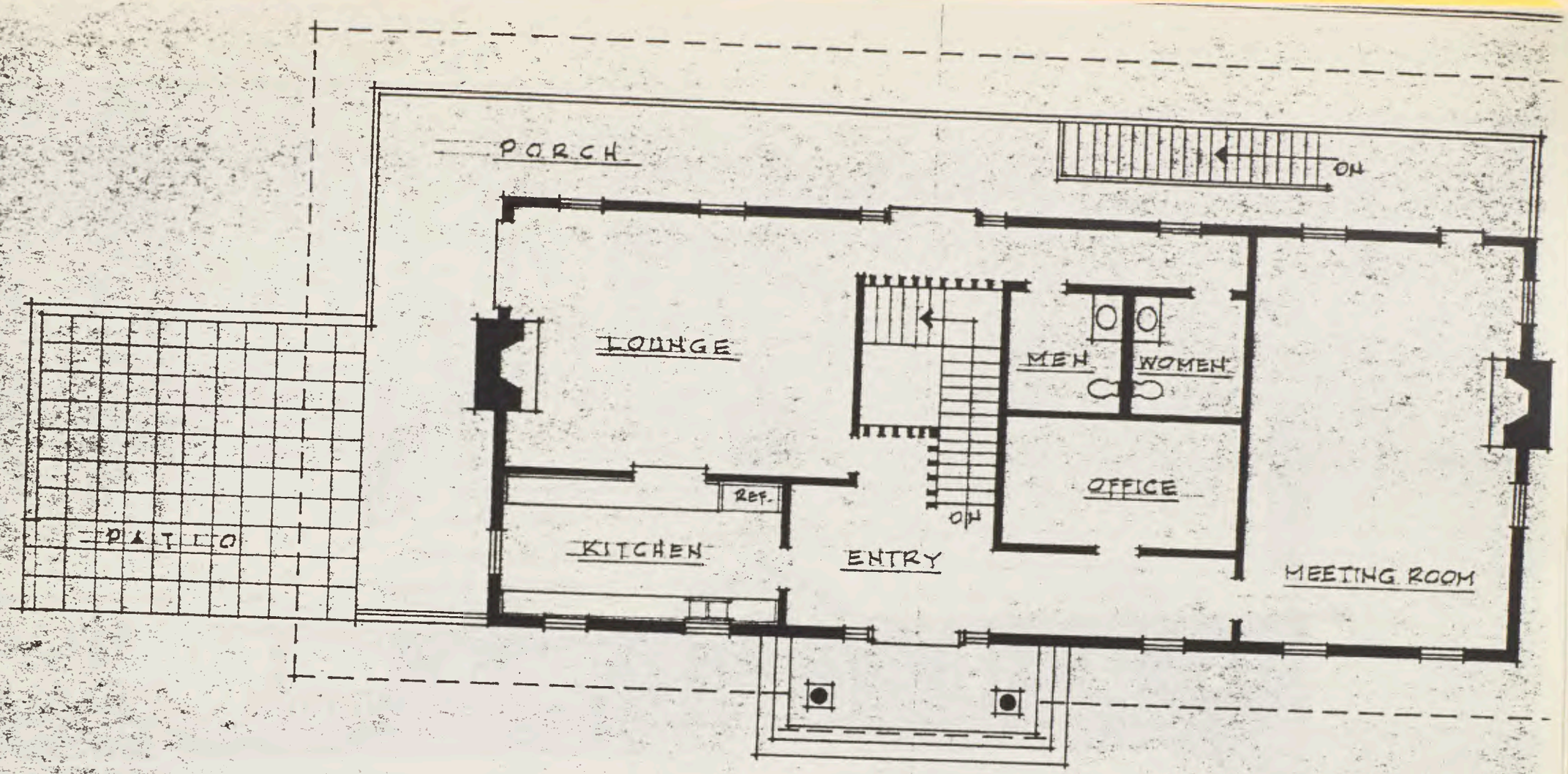
UPPER LEVEL PLAN
SCALE: 1/8" = 1'-0"



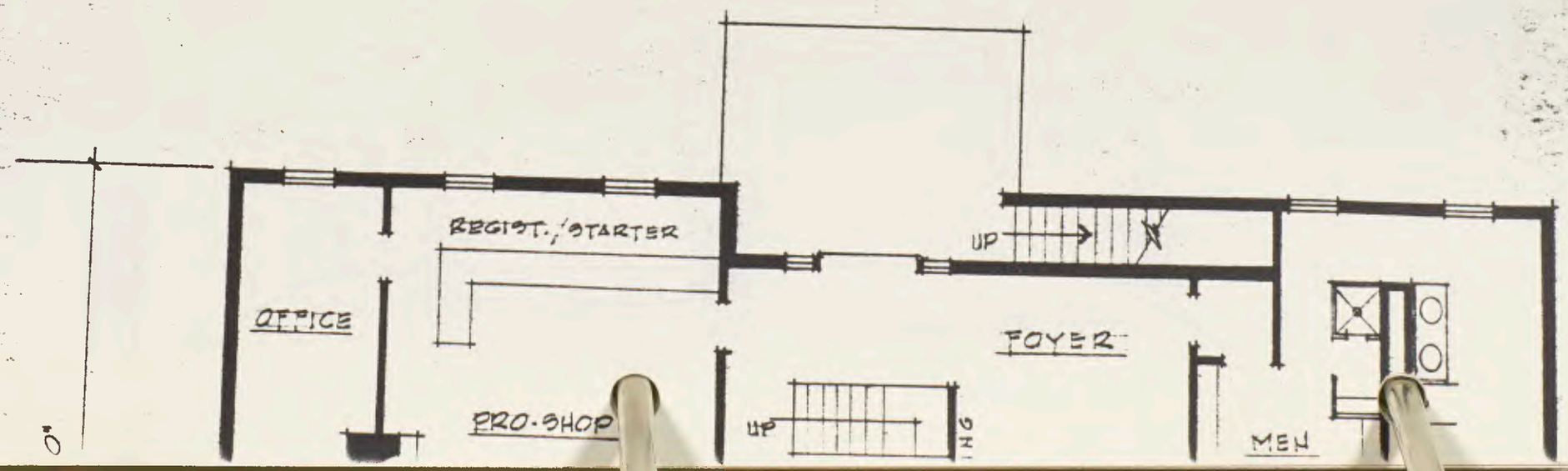
LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0"

GOLF CLUB
SUGAR HILL GOLF COURSE
DD0197
3-21-89

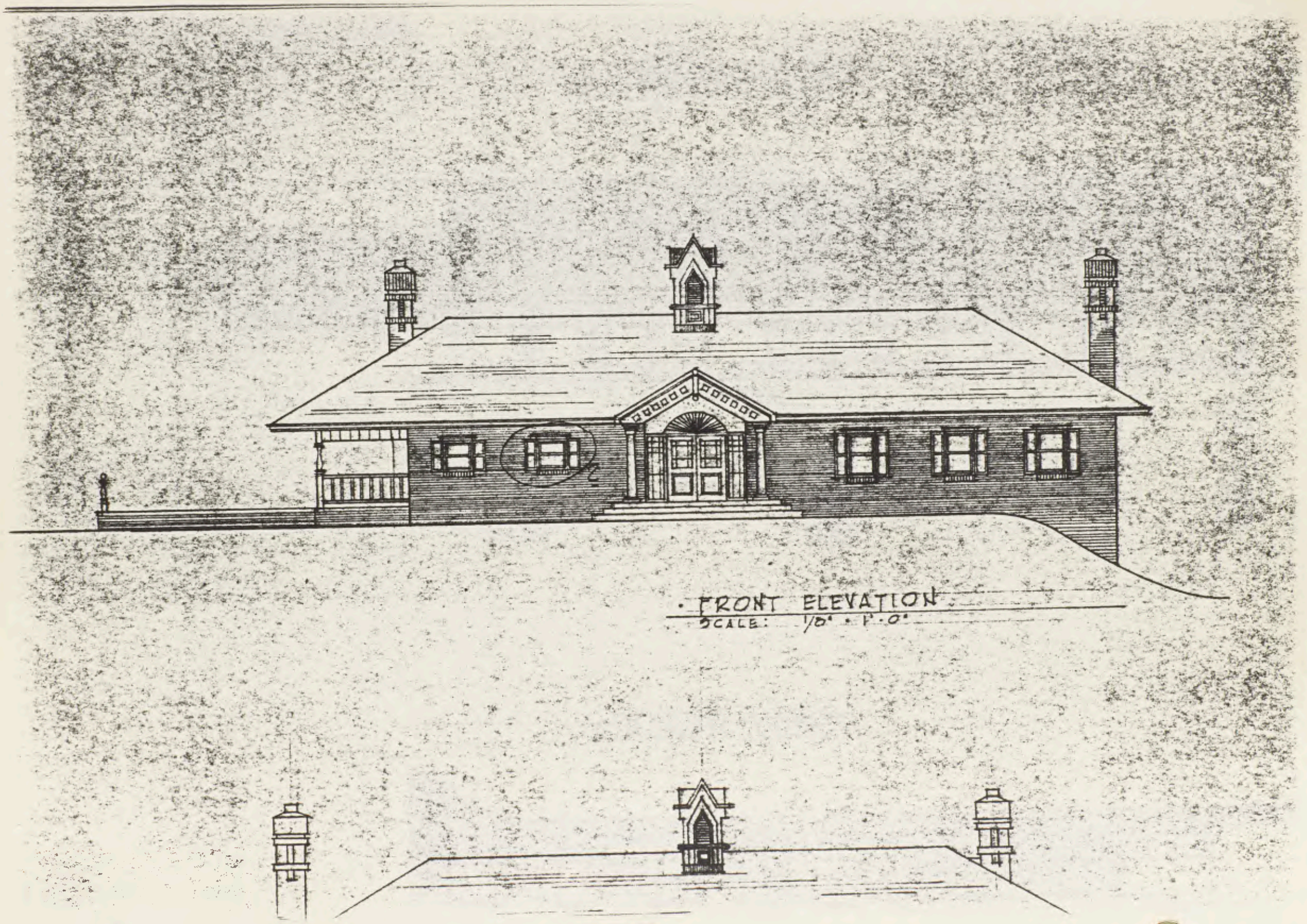
JAN. FEB. MARCH APRIL



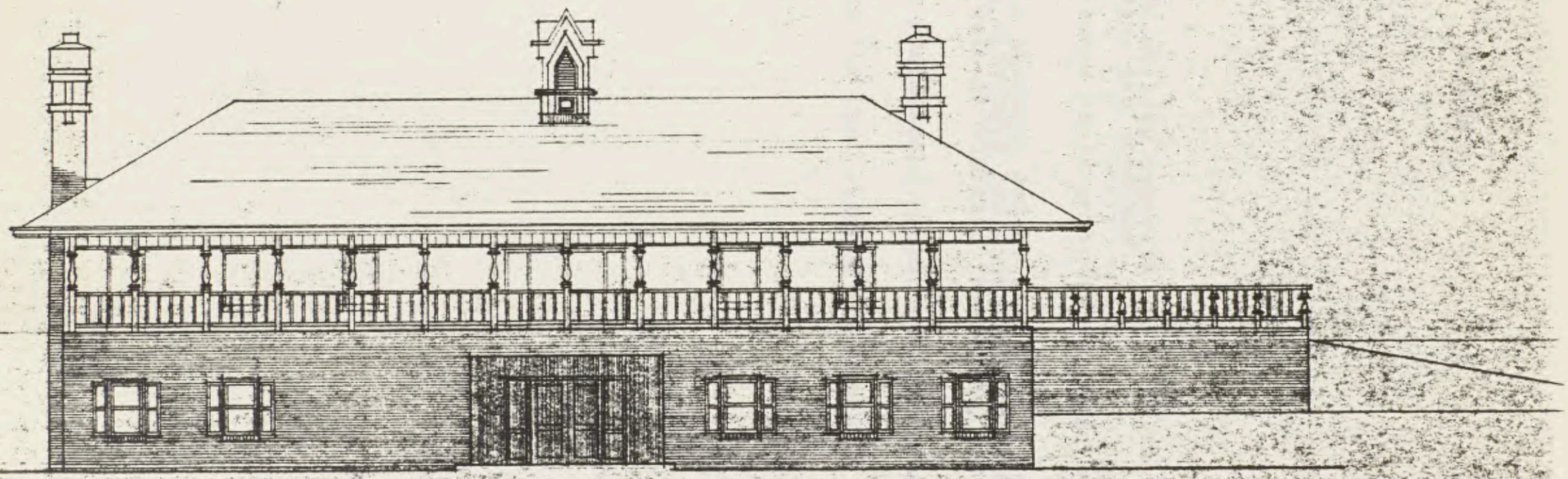
UPPER LEVEL PLAN
SCALE: 1/8" = 1'-0"



JAN. FEB. MARCH APRIL



· FRONT ELEVATION
SCALE: 1/8" = 1'-0"



· REAR ELEVATION
SCALE: 1/8" = 1'-0"

· GOLF CLUB
SUGAR HILL GOLF COURSE
BD0137 3-21-09

M E M O

TO: MAYOR & COUNCIL

FROM: CITY MANAGER

RE: UTILITY DEPOSITS

The city clerk has reviewed utility deposits with all the surrounding cities and the results are attached.

Some of the cities have changed their policies for home owners and rental property.

I have spoken with our city attorney and he states if we can prove that rental property causes the city more bad debt than residential property, then he feels we are safe in charging them different utility deposits.

We can place a "fifa" on a residential property if the resident did not pay their utilities.

We are the only city or utility that refunds the deposits before the customer moves.

MILLAGE RATE FOR COUNTY

16.30 M/S	School System
8.95 M/S	County Inc.
5.50 M/S	City Taxes
3.35 M/S	Fire
2.25 M/S	State
1.30 M/S	County Bond
.90 M/S	County Recreation
39.55 M/S	

SURROUNDING UTILITY DEPOSITS

BUFORD - $10.00 with proof of home ownership.
$180.00 for rental property deposits.
All deposits are refunded when resident has moved and paid final bill. No interest paid.

DULUTH - $25.00 deposit. Water is the only utility.
Deposits are refunded only when the resident moves. No interest.

LAWRENCEVILLE - $125.00 deposit on utilities for renter. No deposit for homeowners.
Deposits are refunded only when the resident moves. No interest.

LILBURN - No utilities.

SUGAR HILL - $150.00 deposit on all utilities.
Deposits are refunded in three years if utility bills are paid in a timely manner.

SUWANEE - Water is the only utility. $10.00 deposit for old part of Suwanee. $25.00 deposit for all other residents of Suwanee.

Sugar Hill citizens should compare costs

Dear Editor: When compared to the Lillian Webb scandal, this north Gwinnett stink pales by comparison. However, the people of Sugar Hill need to know what their city council is doing to them. I was a witness at a recent council meeting.

As a fairly new resident of Sugar Hill, I was informed by the city I would be required to post $150 in the city treasury in order to have my heating gas and city water turned on. This money would be returned in three years if I paid on a timely basis.

In checking with other Gwinnett towns, I found: Lawrenceville requires no utility deposit for new homeowners, Suwanee charges $10, Buford gets a $10 deposit and Duluth requires $25. All of these are refundable upon termination of service, but all are much lower than the Sugar Hill deposit, which earns no interest.

In addition, Sugar Hill is tied with one other Gwinnett town for the highest millage rate when it comes time to register your vehicle and pay for your tag.

The Sugar Hill rate is 39.55, while Buford is 32.75 and Auburn is 31.70. When I asked why at the tag office, the clerk told me to ask my city council.

So I am.

Mayor George Haggard and council, when are you going to bring assessments in line with the rest of Gwinnett? Your voters hold out their wallets awaiting your action.

Kevin R. Smith
Sugar Hill

The Gwinnett Daily News welcomes our readers' views on public issues.

Each letter to the editor must bear the writer's signature, full address and telephone number.

We routinely condense letters, and we correct errors of spelling and punctuation. We do not publish poetry, open letters or copies of letters sent elsewhere.

JAN. FEB. MARCH APRIL

✓ New Valuation X 105% will be new

Georgia

Gail

MOTOR VEHICLE AD VALOREM TAX ASSESSMENT MANUAL

1989

T-87 (REV. 9-84)

Department of Revenue - Motor Vehicle Division
104 Trinity-Washington Building, Atlanta, Georgia 30334

COUNTY NAME	COUNTY NUMBER
Gwinnett	16

TAX DISTRICTS AND MILLAGE RATES

DISTRICT NAME	DISTRICT NUMBER	NEW DIST. NUMBER (if changing)	TOTAL MILLAGE RATE	
Buford	2		32.75	
Dacula	3		39.05 ✓	
Duluth	4		39.55 ✓	
Grayson	5		36.70	
Lawrenceville	6		38.55 ✓	
Lilburn	7		37.05 ✓	
Loganville	8		39.10	
Norcross	9		36.20	
Snellville	10		39.05 ✓	
Sugar Hill	11		39.55 ✓	
Suwanee	12		35.05 ✓	
Fire & Rec	13		32.35	
Berkley Lake	15		35.55 ✓	
Rest Haven	17		33.05 ✓	
Auburn	18		31.70	

JAN. FEB. MARCH APRIL

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

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

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 5, 1989

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

VIA FACSIMILE

Re: Utility Deposits

Dear Kathy:

I am writing in response to your request that I provide you with an opinion concerning the legal ability of the City to charge different utility deposit amounts for owners and renters. Although I have only had a limited time to research this matter and have not found any law that I feel to be directly on point, I have formulated an initial opinion.

I have discovered that on several occasions, the courts of Georgia have upheld different utility rate structures for different classes of individuals and have held that these rates are not a violation of equal protection of the law. The most common example of differing rate structures which has been approved by the courts is the charging of a higher utility rate for customers who reside outside of the city limits. The courts have upheld such a rate structure on several different occasions. In addition, the courts seem to have generally held that the matter of establishing utility fees and rates is a matter to be left to the government as long as the government action is not abusive or done for improper purposes. Thus, if the City of Sugar Hill believes that there is a reasonable and rational basis for charging non-owners a higher utility deposit, it appears that such a charge would withstand a court challenge.

In addition, some of the model ordinances which I have reviewed provide that owners will be charged a lower deposit rate or no deposit rate. Although these model ordinance have not led me to any law which specifically approves this language, it is apparent that the concept of charging the owner of property a smaller deposit than a non-owner is a common practice throughout many parts of the country and has apparently either withstood court challenge or has not been challenged.

In summary, it is my opinion that the Mayor and Council are probably authorized by law to charge a higher utility deposit rate for customers who do not own the real estate being provide with the utility. As always, I can not guarantee that someone will not challenge such a rate structure or how the courts may rule on your particular case.

Sincerely,

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

V. Lee Thompson, Jr.

VLT/pjb

A RESOLUTION

BE IT RESOLVED by the Mayor and City Council of the City of Sugar Hill that Dave Hawthorne 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. Kathy Williamson is appointed as alternate voting delegate.

This 8th day of May, 1989.

Judy Foster
Attest: City Clerk

George Haggard
Mayor

Thomas C Morris
Councilperson

Bobbie Queen
Councilperson

David L. Stowe
Councilperson

Councilperson

Councilperson

SEAL

Joint Municipal Employees Benefit System
Administered by the Georgia Municipal Association
201 Pryor Street, S.W. • Atlanta, Georgia 30303 • (404) 688-0472

M E M O R A N D U M

April 26, 1989

TO: Members of the Joint Municipal Employees Benefit System,
GMA Workers' Compensation Self-Insurance Fund, and
Georgia Interlocal Risk Management Agency

FROM: James V. Burgess, Jr., Secretary-Treasurer

RE: Annual Meeting of the Membership

This is to inform you that the annual meeting of the membership of the Joint Municipal Employees Benefit System (JMEBS), GMA Workers' Compensation Self-Insurance Fund (WCSIF), and Georgia Interlocal Risk Management Agency (GIRMA) has been scheduled for 10:00 a.m., Sunday, June 11 in Savannah, Georgia in conjunction with the GMA Annual Convention. The meeting will be held at the Savannah Hyatt Regency in the Percival and Verelst Rooms located on the Mezzanine Level.

Please complete and return the enclosed proxy and attendance form in the self-addressed envelope at your earliest convenience. Prior to the meeting, a copy of the meeting agenda and any advance materials will be mailed to the membership.

If you have any questions concerning the annual meeting of the membership, please do not hesitate to contact Ms. Debra Y. Milton or Mr. Cal Wray of the GMA staff.

Enclosures: Self-addressed envelope
Proxy
Attendance Form

JAN.
FEB.
MARCH
APRIL

JOINT MUNICIPAL EMPLOYEES BENEFIT SYSTEM
WORKERS' COMPENSATION SELF-INSURANCE FUND
AND
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

201 Pryor Street, S. W.

ATLANTA, GEORGIA

ANNUAL MEETING PROXY

Know all men by these presents, that I, Judy Foster, designated representative for the City (Town) of Sugar Hill, Georgia, do hereby constitute and appoint Mayor Tracy Stallings of Carrollton, Georgia and/or City Manager James Calvin of Toccoa, Georgia, or either of them, as my agent and proxy to attend the Annual Meeting of the Membership of the Joint Municipal Employees Benefit System (JMEBS), Workers' Compensation Self-Insurance Fund (WCSIF), and Georgia Interlocal Risk Management Agency (GIRMA) to be held on June 11, 1989, in Savannah, Georgia, or any continuation or adjournment thereof, with full power to vote and act for me to the same extent that I might, were I personally present, giving to Mayor Tracy Stallings and City Manager James Calvin full power of substitution and revocation. This proxy is to continue in force until such time as the meeting is concluded.

I understand that by giving this proxy, I retain the power to revoke said proxy at any time before it is voted, and that any proxy which is not revoked will be voted at the meeting.

In witness thereof, I have hereunto set my hand and seal, this 8 day of May, 1989.

Judy Foster
Signature

M E M O

TO: MAYOR & COUNCIL

FROM: DANNY HUGHES

RE: 40+4 CASE TRENCHER

The following amounts are costs for labor and parts for the 1974 40+4 Case Trencher:

Grace Equipment - Parts	$ 621.03
Terrell Hudson - Parts & Labor	1016.80
Air & Hydraulics/Olympic Oil - Hydraulic Fluid	270.96
TOTAL	1908.79

These repairs have been made since January 1, 1989. In addition to these repairs, the utility crews have experienced approximately one month of down time.

JAN.
FEB.
MARCH
APRIL

ELECTRO GRAPHIC PRODUCTS inc.

Atlanta, Georgia 404 441-1150
6410 Atlantic Blvd., Suite 170/175, Norcross, Georgia 30071

April 27, 1989

Sugar Hill City Hall
4988 West Broad St.,
Sugar Hill, Ga. 30518

Dear Customer:

According to our records, your initial warranty on your Mita DC-3285 copier expires May 17, 1989. The minimum maintenance agreement on that copier is $400.00 for 40,000 copies or one year. If you are doing more copies than this per year, we can adjust the agreement accordingly. The annual maintenance agreement covers all parts, labor, unlimited service call for the one year or specified number of copies. It does not include consumables such as toner, developer or drums. We can arrange for a payment plan if you wish.

We feel that the maintenance agreement is the best way to protect your investment and is the most economical way to maintain the equipment. We would appreciate hearing from you as soon as possible regarding your decision on this. If we do not hear from you, your service account will be put on a per call basis ($75.00 per hour minimum). If you have any questions, please don't hesitate to call.

Sincerely,

John T. Gleason, Jr

John T. Gleason, Jr.
Service Manager

JTG/sd

JAN. FEB. MARCH APRIL

JAN. FEB. MARCH APRIL

MAYOR & COUNCIL MEETING
MONDAY, APRIL 10, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

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

Old Business
A) Public Hearing - Performance Bonds
B) Adoption of Policies & Procedures
C) Post Office

New Business
A) Public Hearing for Annexation - J. Plott, Buford Highway
B) Trust Company Bank
C) D.O.T. - R. H. Smith Blvd.
D) Increase Salary for City Judge
E) Spring Meeting Day - No. of those attending.
F) Municipal Clerk's Week
G) Keep America Beautiful Month

City Manager's Report
A) Survey Questionaire Concerning Park for CDBG Program
B) Report on Clean-Up After Storm

City Clerk's Report
A) Report of Paying Interest on Deposits
B) Request for Partitions in Office
C) Request to Purchase another Versa Term Meter Reading Device

Council Reports

Citizens Comments

Adjournment

JAN.
FEB.
MARCH

MAYOR & COUNCIL MEETING
MONDAY, APRIL 10, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, April 7, 1989.

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

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

Invocation given by Mr. Hubert Hosch. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Hawthorne moves to approve minutes from last month's meetings. Second to the motion by Councilperson Fowler. Vote unanimous.

Planning & Zoning Board
Nothing to report. City Manager Kathy Williamson reads the minutes from last month's meetings of the P&Z Board and the Appeals Board.

Recreation Board
Councilperson Queen reports that the softball season has begun with 32 teams participating including church leagues and open leagues. The installation of the lights on the second softball field are almost completed and the Recreation Board thanks the Council for their support on this project. The Recreation Board approved the plans for the new pavillion and that project will soon be underway. This project was funded by a $25,000 Block Grant from the county. The Sugar Hill Festival will be held on May 6th and the Little Miss Sugar Hill Pageant will be held this Saturday, the 15th of April. Proceeds from both these programs will benefit the park. Mrs. Queen also thanks City Manager Kathy Williamson for her work on the projects at the park.

Clean & Beautiful Committee
Nothing to report.

Budget & Finance
Councilperson Hawthorne reports that the city is in a favorable position at the end of the first quarter of the fiscal year. He reports a positive variance of $107,000 in the budget. Alterations were done to the budget to provide a clearer picture. Expenses for the Southside plant and the New Sewer Treatment plant were excluded from the equations in the budget. He also reports that he has backed out 80% of the tap on fees which are considered surplus funds.

Performance Bonds - Public Hearing
City Clerk Judy Foster read the ordinance amendment aloud. Councilperson Hawthorne moves to adopt the ordinance as read. Second to the motion by Councilperson Morris. Discussion was held as to the specific language in the ordinance document. Councilperson Hawthorne amends his motion to end the first paragraph under Section J of the ordinance after "the Planning Commission approves the plat of record." Second to the motion by Councilperson Morris. Vote unanimous. Refer to ordinance.

Adoption of Policies & Procedures
City Manager Kathy Williamson states that the council has had two work sessions and have reviewed all the policies and procedures. Councilperson Queen moves to adopt the policies with the changes made. Second to the motion by Councilperson Fowler. Vote unanimous. City Manager Kathy Williamson commends the department heads for the time spent preparing these policies.

Post Office
City Manager Kathy Williamson reports that she has talked with the postal service and they have informed her that it would cost $500 for the changes to the walls. The postal service will provide the boxes and the counter. Mayor Haggard states that it will provide even more services to our citizens. Mrs. Williamson states that the council has been provided with a schedule of the work hours needed that has been prepared which would not include any overtime for the operation of the post office. City hall would be open during these hours also. Councilperson Hawthorne moves to proceed with negotiations with the postal service to open a post office in the City of Sugar Hill. Second to the motion by Councilperson Morris. Vote unanimous.

Public Hearing - Annexation Request - J. Plott
City Manager Kathy Williamson states that the P&Z Board recommended approval of the annexation request by Jon & Angie Plott off of Buford Highway with a zoning of LM. The Plotts are planning to have a Sign Shop on the property. Councilperson Queen moves to approve the annexation request with a zoning classification of LM. Second to the motion by Councilperson Fowler. Vote unanimous.

Trust Company Bank
Jerry Ford presents a summary of the bonding money. Section 1 shows the annual principal payments and interest payments. Section 2 lists the Semi-annual principal and interest payments. Section 3 shows the monthly deposits on interest account. Section 4 shows the debt service requirements and the engineers estimates. Section 5 shows a chart of how the money is required to flow. Section 6 shows the summary of the bank accounts that have been opened. Section 7 shows the summary of the construction fund account. Section 8 shows the construction fund cash flow analysis.

Jim Stanley - Bidding Process
City Engineer Jim Stanley recommends that the council bid out the entire golf course instead of just clearing and grubbing and grading. He states that the engineers should have the specifications completed by mid-May and the bids could be opened on Tuesday, June 6th. Mayor Haggard states that if only one bid is received, it should not be opened. City Manager Kathy Williamson states that at the last council meeting, Mr. Morris made a motion to not open any bids unless there were 2 or more. Councilperson Hawthorne moves to accept the recommendation of the city engineer and open bids on June 6th for the entire golf course. Second to the motion by Councilperson Morris. Vote unanimous.

D.O.T. - R.H. Smith Blvd.
City Manager Kathy Williamson states that the D.O.T. is deeding back to the city R. H. Smith Blvd. to maintain. Councilperson Queen moves to accept the street and to authorize the mayor to sign the resolution. Second to the motion by Councilperson Morris. Vote unanimous.

Salary for City Judge
City Manager Kathy Williamson recommends to increase the salary of the city judge who is now only receiving $25 per session. Councilperson Hawthorne moves to increase the city judge's salary to $50 per session and asks the city manager to obtain information from other cities as to how much their judge's get and the salary may be changed again next month. Second to the motion by Councilperson Queen. Vote unanimous.

Spring Meeting Day
City Manager Kathy Williamson states that there will be a Spring Meeting May 9-11 in Rome which will consist of classes given by the Ga. Center for Continuing Education which may be beneficial to the council to attend. Councilperson Queen moves to authorize any of the council who wishes to attend to do so. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Municipal Clerk's Week
Mayor Haggard proclaims May 7-13 as Municipal Clerk's Week.

Keep America Beautiful Month
Mayor Haggard proclaims April 1989 as Keep America Beautiful Month.

Survey Questionaire
City Manager Kathy Williamson states that she will soon be sending out another questionaire to update the figures for the block grant program.

Clean-Up After Storm
City Manager Kathy Williamson commends the city employees for their hard work in cleaning up the city after the storm.

Interest on Deposits
City Clerk Judy Foster reports that we are the only city in Gwinnett County that even refunds deposits for good credit. All the other cities only refund them when the resident moves. There was a general concensus not to pay interest on deposits when refunded.

Partitions for Office
City Clerk Judy Foster recommends the council authorize her to spend between $800 to $1000 on partitions for the back office in order to maintain privacy for two work stations. Councilperson Hawthorne moves to authorize city clerk to spend up to $1000 for the partitions. Second to the motion by Councilperson Fowler. Vote unanimous.

Versa Term Meter Reading Device
City Clerk Judy Foster recommends the council to purchase another Versa Term for $2,500 to maintain the equalibrium between the meter readers. Councilperson Queen moves to purchase another Versa Term meter reading device. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Council Reports
Mayor Haggard presents a letter to the council from residents in Sugar Creek Drive requesting a sidewalk to be built from Sugar Creek Drive to the park and requesting the council review the utility deposits. Refer to letter. Councilperson Queen states that grant money would not be attainable for that project because of not any senior citizens in the area. She states that they could use the entrance to Parkview North at the gravel drive. The council will consider their recommendation concerning utility deposits.

Citizens Comments
Rob Comozi of 475 Emerald Parkway states that he does not want the city to cut the trees down around the lake in order to install the sewer line going to the new sewer treatment plant facility. He states that he was never notified of the matter. City Engineer Jim Stanley states that letters were sent to property owners that would be effected and that there were maps at the public hearing concerning the sewer line.

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

Meeting adjourned at 9:40 p.m.

Judy Foster

O R D I N A N C E

The Council of the City of Sugar Hill hereby ordains that The Subdivision Regulation Ordinance of the City of Sugar Hill, Georgia is hereby amended by deleting Article X, Section J in its entirety and replacing it with the following language:

Section J. Maintenance bond or escrow required.

As a condition precedent to approval by the Planning Commission of the record documents, the subdivider shall have provided a maintenance bond or escrow account guaranteeing maintenance and/or correction of defects in improvements. The maintenance guarantee shall be in a form acceptable to the Planning Commission and shall provide funds in an amount equal to ten 10 percent of the total estimated construction cost of all improvements. The maintenance guarantee shall remain in effect for a period of two years following the date on which the Planning Commission approves the plat of record.

If maintenance and/or correction of defects is not made within thirty (30) days after the City mails written notice to the subdivider at his last known address advising the subdivider of the defect, the City shall have the authority to make or cause to have made such maintenance and/or correction at the expense of the bonding company or escrow account. Provided, however, at the discretion of the Planning Commission based upon (a) weather conditions, (b) labor market, (c) material market, or (d) circumstances beyond the control of the

subdivider, the maintenance period may be extended for a definite period of time sufficient to make the necessary corrections, by an agreement in writing executed by the City, the subdivider and his surety. Provided, further, that the subdivider shall be responsible for any damages done to work already completed by him as part of required improvements.

IT IS SO ORDAINED this 10th day of April, 1989.

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

JAN.

FEB.

MARCH

NOTICE OF INTENT

OF

THE GEORGIA DEPARTMENT OF TRANSPORTATION

TO THE BOARD OF COMMISSIONERS OF GWINNETT COUNTY, TO THE CITY COMMISSIONERS OF BUFORD AND TO THE MAYOR AND CITY COUNCIL OF SUGAR HILL

WHEREAS, State Route 13 Loop and State Route 20 Spur mainly serve local traffic circulation in the above cities and do not meet the requirements specified in the Official Code of Georgia Annotated, for designation as part of the State Highway System; and

WHEREAS, upon completion of a county contract to improve State Route 13 Loop on its northern end, these routes will be removed from the State Highway System and will revert as appropriate to the Cities of Buford and Sugar Hill for maintenance as part of the local street or road systems of said cities.

NOW, THEREFORE, the Commissioner of the Georgia Department of Transportation, under the authority vested in him pursuant to the laws of the State of Georgia and in compliance with the aforementioned authority, does hereby notify the above local governing authorities that it is the intention of the Commissioner to approve an Order after due notification as required by law and by which Order the State Highway System will be revised as described in the following paragraphs numbered one (1) and two (2), and to become effective as indicated above:

(1) REMOVE State Route 13 Loop from the State Highway System, beginning at the intersection with State Route 13 and Gwinnett County Road 1942 in Buford and extending generally northwesterly, northeasterly and southeasterly along State Route 13 Loop to the junction with State Route 13 near Rest Haven.

Removal of 3.40 miles.

(2) REMOVE State Route 20 Spur from the State Highway System, beginning at the intersection with State Route 20 and Gwinnett County Road 1954 in Sugar Hill and extending in a generally northeasterly direction along State Route 20 Spur to the junction with State Route 13 Loop in Buford.

Removal of 1.52 miles.

Continued. . .

The foregoing descriptions are in conformity with sketch map numbered 1981 appearing in the General Office files of the Department of Transportation and reference is made to the attached copy for a more complete description.

This the 29th day of May, 1987.

Hal Ives, P.E., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: _____
Arthur A. Vaughn
Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

The above and foregoing notice of intention has been received and service of said notice acknowledged.

This the _____ day of _____, 1987.

_____ Attest: _____
Chairman, Gwinnett County Board of Commissioners — Clerk, Gwinnett County

_____ Attest: _____
Chairman of Commissioners, City of Buford — Clerk, City of Buford

_____ Attest: _____
Mayor, City of Sugar Hill — Clerk, City of Sugar Hill

RESOLUTION

GEORGIA, Cities of Buford and Sugar Hill

WHEREAS, the Chairman of the Buford City Commission, the Mayor of Sugar Hill and the Commissioners of Gwinnett County have been duly notified that the Georgia Department of Transportation intends to revise the State Highway System as described in Notice of Intent numbered 1981 and as shown on the sketch map attached thereto.

NOW, THEREFORE BE IT RESOLVED that the Cities of Buford and Sugar Hill will accept as appropriate for maintenance as part of the City Street Systems of said cities, State Routes 13 Loop and 20 Spur when removed from the State Highway System as described and when specified in Notice of Intent Numbered 1981 and as shown on the sketch map attached thereto; and that a copy of this resolution be furnished the Georgia Department of Transportation.

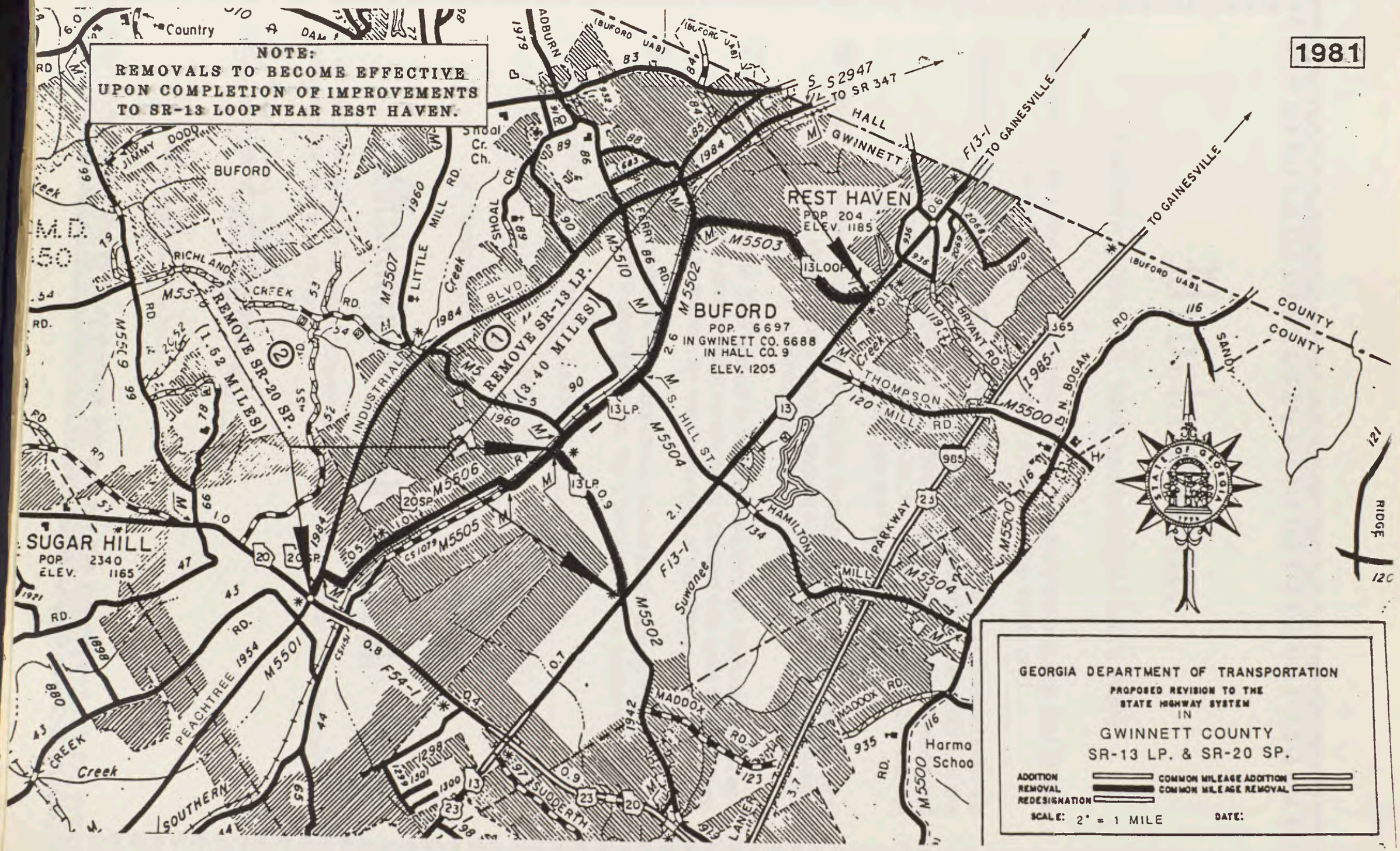
This the _____ day of _____, 1987.

_____ Attest: _____

Chairman of Commissioners, City of Buford — Clerk, City of Buford

Mayor, City of Sugar Hill — Attest: Judy Foster

Clerk, City of Sugar Hill



JAN. FEB. MARCH

JAN. FEB. MARCH

Proclamation

Establishing May 7-13, 1989, as Municipal Clerk's Week

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists in countries throughout the world, and

Whereas, This office consistently and efficiently serves its local legislative body, the municipal staff, and the general public by recording, the actions of the council, commissions, and committees; maintaining them for reference and inspection; and preserving them for the historical continuity that can be passed to future municipal officials and staff members; and

Whereas, This office most often performs one or more additional important function including election administration, finance management, records administration, and general administrative services; and

Whereas, The Municipal Clerk and his or her staff have through dedicated effort and a sense of professionalism continuously updated their skills and technical knowledge to prepare for the challenges of the 1990s; and

Whereas, It is appropriate that we recognize the accomplishments of this office and call the public's attention to the many services that it performs.

Now, Therefore, I, George O. Haggard (NAME), Mayor (TITLE) of the City (CITY, TOWN, VILL, BOR, TWP, COUNTY) of Sugar Hill (MUNICIPALITY), Georgia (STATE, PROVINCE)

do hereby proclaim the week of May 7-13 1989 to be

Municipal Clerk's Week

in full recognition of the Municipal Clerk's outstanding contribution and dedication to public service for the community.

George Haggard
SIGNATURE

Judy Foster
ATTEST

KEEP AMERICA BEAUTIFUL MONTH, 1989

WHEREAS, the City of Sugar Hill is rich in natural resources and beauty; and

WHEREAS, I believe that every citizen should contribute to keeping his environment clean and healthful by working together to preserve clean air, fresh water and the natural beauty of his surroundings; and

WHEREAS, Keep America Beautiful Month organizes millions of Americans in a nationwide effort to improve the community environment by establishing recycling centers, restoring public lands, landscaping; and

WHEREAS, Keep America Beautiful, Inc., the national non-profit, public service organization responsible for involving individuals in community improvement, and Gwinnett Clean & Beautiful, the local KAB affiliate, originated KAB Month to focus attention on the efforts of concerned Americans;

NOW, THEREFORE, I, George O. Haggard, Mayor of City of Sugar Hill, do hereby proclaim the month of April as: KEEP AMERICA BEAUTIFUL MONTH IN GWINNETT and I ask all citizens from businesses, civic groups, government agencies and other organizations to work together to preserve the natural beauty of our state not only during Keep America Beautiful Month but throughout the year.

George O. Haggard

Mayor George O. Haggard

4-10-89

Date

JAN. FEB. MARCH

INTEREST ON DEPOSIT

BUFORD - Does not refund deposit until after resident has moved and paid final bill - NO INTEREST

SUWANEE - Refunded when move - can take out of final bill - NO INTEREST

LILBURN - NO UTILITIES

LAWRENCEVILLE - Refunded when move - can be taken out of the final bill - NO INTEREST

SNELLVILLE - NO UTILITIES, but sanitation

NORCROSS - Refuned when move - can take out of final bill - NO INTEREST

DULUTH - Refunded when move - can take out of final bill - NO INTEREST

April 3, 1989

Mayor Haggard
and City Council Members
City of Sugar Hill
Sugar Hill, GA 30518

Dear Elected Officials:

Our city motto is "Growth and Progress."
As residents of Sugar Creek Drive, we urge the Council to build a sidewalk, for safety purposes, along Level Creek Rd. from Sugar Creek Drive to the entrance of E.E. Robinson Mem. Park(Sugar Maple Drive). Currently there is no safe way for children or adults to walk or bike the 3/10 of a mile along fast paced Level Creek.

Secondly, we urge the Council to change the ordinance concerning the $150.00 utility deposit required of new residents. In checking with Atlanta Gas&Light Company as well as Georgia Power, we found both utilities halted their deposit requirements in 1986 and 1987 respectively. Each has initiated a one time, reasonably priced ($18) initiation of service fee. We urge the Council to adopt a similar fee while eliminating the costly deposit now held for three years. An alternative choice would be to reduce the deposit to $50.00 to be returned in six months. Upon passage of this new ordinance, prompt refunds to all affected residents would follow.

We urge prompt Council action on these initiatives.

Kevin R. Smith — 5060 Sugar Creek Drive
Linda R. Smith — " " " "
Bob Parris — 5050 Sugar Creek Dr.

April 3, 1989

Mayor Haggard
and City Council Members
City of Sugar Hill
Sugar Hill, GA 30518

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As residents of Sugar Creek Drive, we urge the Council to build a sidewalk, for safety purposes, along Level Creek Rd. from Sugar Creek Drive to the entrance of E.E. Robinson Mem. Park(Sugar Maple Drive). Currently there is no safe way for children or adults to walk or bike the 3/10 of a mile along fast paced Level Creek.

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We urge prompt Council action on these initiatives.

Kevin R. Smith	5060 Sugar Creek Drive
Linda C. Smith	" " " "
Bob Parris	5050 Sugar Creek Dr.
[illegible] Layne	5061 Sugar Creek Dr.
Linda Sorci	5080 Sugar Cr. Dr.
Jeffrey A. Walker	5070 Sugar Creek Dr.
Ann Walker	5070 Sugar Creek Dr
Steven Sorci	5080 Sugar Creek Dr.
Lisa Lyons	5071 Sugar Creek Dr.
Bernie Lyons	5071 Sugar Creek Dr.
Becky Parris	5050 Sugar Creek Dr.
Richard D. Joyner	5061 Sugar Creek Dr.
J N Nuckolls	5051 Sugar Creek Dr.
Deanna Nichols	5051 Sugar Creek Dr.
Melinda Stapelbroeke	5040 Sugar Creek Dr.
Tony [illegible]	5040 Sugar Cr. Dr.
Merrill E. Shifer	5081 Sugar Cr. Dr.
Judith A. Shifer	5081 SUGAR CR. DR.

BID OPENING
WEDNESDAY, APRIL 26, 1989
2:00 p.m.

M I N U T E S

Bids opened by City Clerk Judy Foster.

1st Bid was from Ralph Terry for the 1969 Dump Truck the amount was for $300.00.

2nd Bid was from Dewy Woodall for the 1969 Dump Truck the amount was for $400.00.

3rd Bid was from J.P. Lord for the 1981 Chevrolet Van the amount was for $475.00.

4th Bid was from Stacy Britt of H & H Tractor. He bid on all three vehicles. The bid for the 1969 Dump Truck was $1201.00, 1976 Dump Truck was $801.00 and the bid for the 1981 Van was $201.00.

Bid opening adjourned at 2:15 p.m.

Holly Burell

JAN.
FEB.
MARCH

JAN. FEB. MARCH

MAYOR & COUNCIL MEETING
MONDAY, MARCH 13, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and pledge to the flag.
Reading of past minutes.

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

Old Business
A) Performance Bonds - Public Hearing
B) Policies & Procedures
C) Syscon Maintenance Agreement
D) Automatic Dialing Alarm Monitor
E) Post Office

New Business
A) 1988 Audit Presentation - Ted Brown, CPA
B) Community Development Week

City Manager's Report

City Clerk's Report
A) Request for Fire-proof File Cabinet

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, MARCH 13, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon on Friday, March 10, 1989.

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

Meeting called to order at 7:34 p.m.

Invocation given by Mr. Hubert Hosch. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Fowler moves to approve minutes from last months meetings. Second to the motion by Councilperson Queen. Vote unanimous.

Planning & Zoning Board
Nothing to report.

Recreation Board
Nothing to report except that the softball season will begin the first part of April.

Clean & Beautiful Committee
Nothing to report except for the Sugar Hill Festival to be held at the park on May 6th.

Budget & Finance
Councilperson Hawthorne reports that the city is in a favorable position and he has discussed with the city manager the possibility of obtaining bonding document information on a regular basis to keep the council informed.

Mayor Haggard amends agenda to discuss Post Office first.

Post Office
Johnny Loggins is present to answer questions on behalf of the postal service. He states that the city could have only a retail system where there would be no boxes and we would only sell stamps, etc. Mayor Haggard asks if any citizens would care to comment. Mr. Hubert Hosch asks how many times a day the mail would be picked up. Mr. Loggins states that the truck would pick up once a day. Mayor Haggard expresses that the city may be able to get their own post office building in the future if they give this service to the citizens. Mayor Haggard also states that the citizens should be using the Sugar Hill name in their mailings and not Buford. Mayor Haggard thanks Mr. Loggins for attending the meeting. Mr. Loggins states that next time he would try to have Mr. Disharoon present to answer detailed questions.

Performance Bonds
City Manager Kathy Williamson states that this is a public hearing to change the time limit on performance bonds from 1 year to 2 years or 95% of completion of project whichever comes first. She states that the public hearing has been properly advertised. Councilperson Hawthorne asks for the ordinance to be read. Mrs. Williamson states that the attorney did not have the ordinance ready for the meeting. Councilperson Hawthorne tables the public hearing until the next council meeting when the ordinance will be ready.

Policies & Procedures
Councilperson Hawthorne moves to have city clerk set up a work session to discuss the last 2 departments' policies and procedures manuals. Second to the motion by Councilperson Queen. Vote unanimous.

Syscon Maintenance Agreement
City Manager Kathy Williamson states that these agreements were in the Councils packets last month for their review. These agreements are for the maintenance of the handheld meter reading devices. The equipment maintenance would cost $750 per year and the software maintenance would cost $500 per year. Councilperson Hawthorne moves to pay for the maintenance agreements for both the computer software and equipment. Second to the motion by Councilperson Morris. Vote unanimous.

Automatic Dialing Alarm Monitor
City Manager Kathy Williamson states that we need 2 of the alarm monitors, one for Pinecrest Drive and one for Hillcrest Drive, so the alarm will automatically call the utilities dept. instead of the surrounding residents calling the utilities dept. Councilperson Queen moves to authorize the city manager to purchase these 2 monitors at $1,190 each. Second to the motion by Councilperson Fowler. Vote unanimous.

1988 Audit Presentation
City CPA Ted Brown states that the city is continuing to grow and it shows in the financial statements. He reports that the gross revenue was over 3 million dollars last year. Gas Fund had a gross revenue of $1,207,000. Water and Sewer Fund had a gross revenue of $1,124,000. Sanitation fund had a gross revenue of $262,000. Cash on hand at the end of the year was $1,500,000. Net income overall was $1,288,000. Mr. Brown states that he hardly had to make any adjustments this year due to good accounting practices.

Community Development Week
Councilperson Hawthorne moves to authorize the Mayor to sign the resolution proclaiming March 24 - 31st as Community Development Week. Second to the motion by Councilperson Queen. Vote unanimous.

Fire-Proof File Cabinet
City Clerk Judy Foster states that there was money budgeted this year to purchase 2 new fire proof file cabinets that are needed to protect city records. Mrs. Foster obtained 3 bids with the lowest bid from a company in New York for $1,100 each. Councilperson Queen moves to authorize city clerk to obtain other local bids and purchase 2 fire proof file cabinet for the lowest price. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Council Reports
Mayor Haggard suggests the council consider paying interest on utility deposits that are refunded back to the customers within 3 years or when they move. Mayor Haggard instructs city clerk to look into the matter of how other cities handle the situation. A citizen states that the council may consider shortening the time the city holds the deposit instead.

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

Meeting recessed at 8:40 p.m.

Judy Foster

PERSONNEL MEETING
MONDAY, MARCH 13, 1989

Meeting called to order at 8:50 p.m.

Golf Course Personnel
Mr. Gene Nutter, Golf Course Consultant, presents the Mayor & Council with a listing of the personnel needed on the golf course and the approximate dates the personnel will be needed. Refer to list. Mr. Nutter reviews the list with the council and talks about salary ranges for the positions.

Councilperson Hawthorne moves to adjourn the personnel meeting and to revene with the open meeting. Second to the motion by Councilperson Morris. Vote unanimous.

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

Meeting adjourned at 10:30 p.m.

NOTICE TO THE PUBLIC

Notice is hereby given to the public that the Mayor and Council of the City of Sugar Hill, Georgia, is amending the city's present zoning ordinances at a Public Hearing held in the council chambers at the Sugar Hill City Hall, Monday, March 13, 1989, at 7:30 p.m.

BID OPENING
TUESDAY, MARCH 14, 1989
CLEARING & GRUBBING - SEWER PLANT PROPERTY
2:00 P.M.

In attendance: Mayor Haggard, Councilperson Fowler, City Engineer Jim Stanley, Mark Hollinger with Willard Byrd & Assoc., and Ronnie Sudderth.

Ronnie Sudderth Grading Company submitted Bid #1.
The bid was opened by Mr. Stanley. He states that Gwinnett Federal has written a letter of bid security. The base bid for everything is $434,500. Alternate bid #1 deletes 9 holes and is for $296,250. Alternate bid #2 deletes only holes 4, 5, and 6 of the blue course and is for $391,050. The unit price an acre for burial or burning of trees is $1,975 per acre. The temporary silt fencing bid is $3.00 per foot for 14,300 linear feet for a total of $42,900.

This was the only bid submitted.

Mr. Stanley asks Mr. Sudderth to provide him with a list of subcontractors and who they are insured by and to check on how long it would take to get the performance bond. Mr. Stanley states that the bid will be reviewed and Mr. Sudderth would be contacted as soon as a decision was made.

Bid opening adjourned at 2:15 p.m.

SUGAR HILL MUNICIPAL GOLF COURSE PROJECT

PERSONNEL RECOMMENDATIONS FOR INITIAL 18-HOLE OPERATION*

1. GOLF SHOP AND CLUBHOUSE OPERATIONS
   A. Key Personnel - Pro-Manager
   B. Qualifications
      1. Class A Member of P.G.A.(A-1)
      2. A quality player (P.G.A. Player ability test qualification)
      3. Minimum of five years experience as head professional or director of golf on a regulation (18-hole or larger) public golf facility
      4. Strong interest in teaching and developing golfers
      5. Reputation for efficient administration and effective management of golfing operation
      6. Mature, outgoing and energetic personality
      7. Solid personal and professional reputation

   C. Hiring Time - Summer 1990

   D. Responsibilities
      1. Manage golf shop and golfing operations
         a. Duties
            1) Golf instruction (individual, group, etc.)
            2) Pro shop merchandising and sales
            3) Golf cart operations
            4) Driving range operations
            5) Starter and ranger activities
            6) Operate handicapping system
            7) Plan and execute tournament and other golfing functions
            8) Maintain golfer service (bag handling, locker room etc.)
            9) Develop and administer operating policies and procedures
            10) Budget planning and management
            11) Financial management (Collections, deposits, records, etc)
            12) Personnel administration and supervision
            13) Purchase and maintenance of golf carts
            14) Purchase and maintenance of golf shop equipment and supplies, including driving range
            15) Accountability, advisement and reporting to Sugar Hill Golf Chairman and/or to City Council
            16) Coordination with golf course superintendent
            17) Laison with P.G.A., U.S.G.A. and other pertinent golfing organizations
            18) Club marketing and public relations
            19) Maintain good golfer relations
         b. Support Personnel

	Hiring Time**
1) Assistant Pro	Late winter 1991
2) Golf Shop Assistant	Late winter 1991
3) Golf Cart Fleet Manager	" " "
4) Golf Car ~~Manager~~ Mechanic	" " "
5) Golf Car and Range Assistant	" " "
6) Starter	Prior to opening
7) Ranger	Summer '91 (depends on play
8) Occasional extra help	As needed

* Prepared by Gene C. Nutter, PhD, Golf Scape Internationale Consultant

** Based on current bar graph projections by Keck & Wood. 3-14-89

2. Manage Clubhouse Operations
   a. Duties
      1. Food operations including:
         a) Purchasing, cost and inventory control
         b) Preparation and service
         c) Collections and accounting
         d) Maintenance (housekeeping and standards)
      2. Club administration and office operations
         a) Record systems
         b) Bookkeeping and budgeting reports
         c) Communications (including phone)
         d) Payrolls
      3. Purchase and maintenance of clubhouse and food equipment and supplies
      4. Building maintenance

   b. Support Personnel

	Hiring Time
1) Food Service Manager	Late winter 1991
2) Club Secretary	" " "
3) Custodial Services	" " "
- part time or outside contract	" " "
4) Occasional extra help	As needed

II. GOLF COURSE AND GROUNDS FACILITIES
   A. Key Personnel - - Golf Course Superintendent
   B. Qualifications
      1. Graduate in Golf Course Operations or Turf Management
      2. Minimum of five years experience as golf course superintendent on regulation 18-hole (or larger) golf facility
      3. Class A member of G.C.S.A.A. (national and local chapters)
      4. Reputation for effective management of golf course and grounds facilities
      5. Mature, energetic and likeable personality
      6. Favorable personal and professional reputation
   C. Hiring Time - - Early Fall '89
   D. Salary Range - $35,000 to $45,000 plus benefits
   E. Responsibilities
      1. Grow - in of new golf course and grounds including landscaping
      2. Advisement on and familiarity with, design and installation of irrigation system (golf course and grounds)
      3. Organization and equiping of golf course and grounds maintenance shop
      4. Purchase of golf course and grounds maintenance equipment
      5. Maintenance of all established golf course and grounds elements
      6. Operation and maintenance of golf course and grounds irrigation system
      7. Maintenance of golf course structures, cart paths, drive and service roads, parking lots and natural areas
   F. Duties
      1. Laison with construction contractors
      2. Laison with irrigation installers
      3. Laison with maintenance shop contractor
      4. Preparation of grow-in and operating budgets
      5. Purchase of golf course and grounds equipment and supplies
      6. Maintenance of golf course and grounds equipment

7. Hiring, training and supervision of golf course and grounds personnel
8. Management of golf course and grounds operation including; policies, procedures, programs and practices.
9. Establishment and maintenance of record systems and budget controls
10. Advisement and accountability to Sugar Hill Greens Chairman and/or City Council
11. Laison with pro-manager
12. Maintain good golfer relations

G. Support Personnel

	Hiring Time
1. Assistant Superentendent	Early Spring 1990
2. Irrigation technician	Late Winter 1990
3. Equipment mechanic	Early Sping 1990
4. Landscape specialist	" " "
5. 6-8 equipment operators and crewmen	" " "
6. Occasional extra help	As needed

SYSCON CORPORATION

EFFECTIVE DATE: January 1, 1989

JAN. FEB.

MAINTENANCE AGREEMENT FOR LICENSED PROGRAM(S) BETWEEN SYSCON CORPORATION AND

CUSTOMER: City of Sugar Hill, GA CUSTOMER ACCESS CODE: _____

ADDRESS: 4988 W. Broad Street

Sugar Hill, GA 30518

DESIGNATED LICENSED PROGRAM(S): RouteManager

Customer has been granted a license by SYSCON Corporation ("SYSCON") to use Licensed Program(s) designated above on specified equipment under the terms of license agreement dated _____ (the "License Agreement"). Except as expressly modified below, all of the terms, definitions, and conditions of the License Agreement are incorporated herein and shall remain in full force and effect.

1. TERM

This Agreement is effective upon acceptance by both parties and shall have a term of one year from the effective date hereof, and shall continue thereafter on a yearly basis until terminated by either party by at least thirty (30) days written notice prior to the end of the initial term or of any subsequent one (1) year term.

2. SERVICE RESPONSIBILITIES OF SYSCON

a.) For the charges stated herein, SYSCON shall provide services for the support and maintenance of the Licensed Program(s) specified above. In fulfillment of the above, SYSCON shall:

1.) Correct defects in the Licensed Program(s) and provide the Customer a copy of the corrected program(s). A defect is defined as a failure of a Licensed Program(s) to operate in accordance with its specifications.

2.) Provide, when generally issued at SYSCON's discretion, any new releases of the Licensed Program(s) or documentation concerning the Licensed Program(s). Any changes, additions and enhancements in the form of new releases as may be provided under this Agreement shall remain the proprietary property of SYSCON. The License Agreement specified above will include under its proprietary restrictions any such additional programming and documentation provided under this Agreement.

3.) Provide a toll-free hot-line for technical support on SYSCON products.

b.) This Agreement does not cover the Licensed Program(s) if it has been modified by the Customer or if the original SYSCON identification marks have been removed or altered.

3. SERVICE LIMITATIONS

a.) If maintenance service is requested because of causes other than failure of the Licensed Program(s) during use in the application for which it is intended, the service will be provided at SYSCON's hourly rates and terms then in effect.

b.) The following are examples of causes other than normal failure of the Licensed Program(s) during use in the application for which it is intended: unauthorized attempts by other than SYSCON personnel to maintain or modify software; catastrophe; failure of equipment or software not maintained by SYSCON or of non-SYSCON-supplied removable rotating storage media; fault or negligence of Customer, operator error, improper use or misuse of the software; causes external to the software such as, but not limited to, fluctuations of humidity, temperature, or power.

4. RESPONSIBILITIES OF THE CUSTOMER

a.) The Customer shall notify SYSCON promptly of product failure.

b.) The Customer shall maintain a procedure external to the programs for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Customer, and for actually reconstructing any lost or altered files, data or programs.

5. PERIOD OF SERVICE AVAILABILITY

a.) Maintenance services will be provided between the hours of 6 a.m. and 5 p.m. Pacific Time, Monday through Friday, excluding SYSCON holidays, within which the Customer may notify SYSCON that the software covered under this Agreement is defective, and within which SYSCON will perform the services described in Clause 2. An answering machine will be provided for hot-line messages during unattended hours.

6. CHARGES

a.) The price of the annual SYSCON maintenance will be Five Hundred Dollars and no/100--- dollars ($ 500) per year, payable in advance.

b.) Charges for maintenance service resulting from Customer-requested SYSCON performance outside the period of service specified in Clause 5, or for reasons other than normal failure of the product during use in the application for which it is intended, will be invoiced after completion of the correction at SYSCON's hourly rates and terms then in effect.

c.) Payment of all charges is due on receipt of invoice.

d.) SYSCON may change annual charges on any anniversary date of this Agreement by giving thirty (30) days prior written notice. The revised annual charge shall not exceed SYSCON's published charges for maintenance service on the effective date of the adjustment.

7. MOVEMENT OF SOFTWARE

SYSCON shall be under no obligation to furnish continued service under this Agreement if the software is moved from its location of initial installation without the prior written approval of SYSCON.

8. LIMITATION OF LIABILITY AND WARRANTY

a.) SYSCON's liability to the Customer, (whether in contract or tort, including negligence) for damages of any nature shall not exceed the annual maintenance charge.

b.) In no event will SYSCON be liable for any loss of data, lost profits or any special, indirect or consequential damages.

c.) EXCEPT AS STATED HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. TERMINATION

a.) In the event of termination of the License Agreement, all maintenance fees or charges payable for the entire term of this Agreement shall without notice or demand by SYSCON immediately become due and payable and SYSCON's obligations under this Agreement shall immediately end.

b.) SYSCON may terminate this Agreement in the event of default by Customer. Default by the Customer includes Customer's failure to pay any charges more than sixty (60) days past due.

10. GENERAL

a.) This Agreement supersedes all prior software maintenance agreements and understandings between the parties with respect to the Licensed Program(s) and may not be changed or terminated orally.

b.) It is expressly understood that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

c.) Neither party shall assign this Agreement unless consented to by both parties.

d.) This Agreement will be governed by the laws of the State of District of Columbia

City of Sugar Hill, GA
Customer

By: _____

Title: _____

Date: _____

SYSCON CORPORATION

By: George Christopher

Title: Vice President, Contracts

Date: _____

SYSCON
CORPORATION
1000 THOMAS JEFFERSON STREET, N.W.
WASHINGTON, D.C. 20007

LICENSE AGREEMENT made this 1st day of January, 1989 between SYSCON CORPORATION, a District of Columbia corporation, and with its principal offices at 1000 Thomas Jefferson Street, N.W., Washington, D.C. 20007 ("Licensor") and City of Sugar Hill, GA ("Licensee").

1. GRANT OF LICENSE

Licensor, subject to and in accordance with the terms hereof, hereby grants to Licensee a non-transferable and non-exclusive license to use Licensor's licensed program(s), to wit,

RouteManager

and instructional and operational manuals and other documentation pertinent to said Program(s) and any updated, enhanced or new program or program portion hereinafter furnished to the Licensee in connection with such licensed program(s) ("Licensed Program(s)") and Licensee hereby accepts such license, subject to and in accordance with the terms of this License Agreement.

2. DURATION OF LICENSE

This license is effective from the date hereof and shall remain in full force and effect until Licensee discontinues the use of the Licensed Program(s), or unless terminated by Licensor by reason of Licensee's failure to comply with any of the terms or conditions of this License Agreement pursuant to Paragraph 8 hereof.

3. PAYMENTS BY LICENSEE

The license fee for the Licensed Program(s) is $ paid due and payable within thirty (30) days after date of invoice.

a) Any additional purchases of programs or materials relating to the Licensed Program(s) by Licensee from Licensor shall be billed at the then current price list of Licensor and payment therefor shall be made within thirty (30) days after date of invoice. Any additional charges by Licensor for program services with respect to the Licensed Program(s), as may be requested by Licensee, will be billed by Licensor at its then applicable rates. Licensee also agrees to pay all applicable taxes with respect to any purchases hereunder, including sales, use or excise taxes and the like.

b) In the event that at any time or times during this License Agreement, Licensee shall fail to make any payments as required hereunder, Licensor shall have the right to terminate this License Agreement and shall be entitled to recover not only the amount then owing but interest at the maximum legal rate available therefor and any costs incurred in collecting such amount, including, but not limited to, counsel fees.

4. AUTHORIZED USE OF LICENSED PROGRAM(S)

a) The license granted under this License Agreement authorizes the Licensee to use the Licensed Program(s) on the computer system and at the location specified hereafter. An additional separate license with appropriate payment therefor will be required for the use of Licensed Program(s) on any other computer system.

b) No right to print or copy the Licensed Program(s), in whole or in part, is granted to Licensee.

c) The Licensee agrees not to provide or otherwise make available the Licensed Program(s) or any materials relating to the Licensed Program(s) to any other party without prior written consent of Licensor. The Licensee acknowledges that any such disclosure would cause great harm to Licensor.

5. PROPRIETARY RIGHTS TO AND PROTECTION OF LICENSED PROGRAM(S)

a) Licensee acknowledges Licensor's exclusive right, title and interest in and to the Licensed Program(s), operations manuals and other materials relating to the Licensed Program(s) and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Licensed Program(s), Licensee shall not in any manner represent that it has any ownership in it or any related materials, and the Licensee acknowledges that use of the Licensed Program(s) shall not create in Licensee's favor any right, title or interest in or to the Licensed Program(s), but all uses of the Licenced Program(s) by Licensee shall inure to the benefit of Licensor. Upon termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Licensed Program(s) in any way and will deliver up to Licensor, or its duly authorized representative, all Licensed Program(s), manuals and materials then in its possession.

b) Licensee agrees to receive the Licensed Program(s) and all other materials relating to the Licensed Program(s) in the strictest confidence and to utilize it only in accordance with the terms of this License Agreement. Licensee agrees that all copy rights in any material provided to Licensee hereunder are and shall remain the sole property of Licensor and that it will take no action which is inconsistent with or prejudicial to Licensor's ownership rights in the Licensed Program(s) and related materials.

c) In the event Licensee, in violation of the terms of this License Agreement, directly or indirectly, discloses the content of the Licensed Program(s) or any part thereof or any other confidential information received by it, Licensor shall have the right to terminate this Agreement and in addition to monetary damages for such breach or breaches of this License Agreement, and other remedies contained in paragraph 8 hereof, shall also be entitled to injunctive relief prohibiting the Licensee from making any such further disclosures of such information and to the extent possible, obtaining the return of such information.

d) Licensee agrees to notify Licensor promptly of any unauthorized use of Licensor's Licensed Program(s) or related materials or of any copyright infringement or other appropriation of Licensor's ownership rights in the Licensed Program(s).

6. OBLIGATIONS OF LICENSOR

a) For ninety (90) days following delivery, Licensor will deliver any amendments or alterations to the Licensed Program(s) that may be required to correct errors present at the time of installation of the Licensed Program(s) and which, in Licensor's sole judgement, significantly affect performance in accordance with the specifications. This correction is contingent upon Licensee advising Licensor in writing of such errors within ninety (90) days from installation.

Following this ninety (90) day period, Licensee may continue to receive Licensor's software maintenance by Licensee's execution of Licensor's then standard maintenance agreement and payment of Licensor's then current charge for such maintenance.

b) Licensee acknowledges that it has examined the technology of the Licensed Program(s) and that Licensee is fully familiar with the Licensed Program(s) and the use to which it contemplates putting such Licensed Program(s). LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE LICENSED PROGRAM(S) OR THE EQUIPMENT ON WHICH IT IS USED.

7. LIMITATION OF LIABILITY

Licensee agrees that Licensor will not be liable for any consequential or incidental damages or lost profits incurred by Licensee or for any other claim, demand or cause of action against Licensor arising out of Licensee's use of the Licensed Program(s). In no event shall Licensor's liability whether in contract or in tort exceed license fee paid for the Licensed Program(s).

8. TERMINATION

a) If Licensee is in default in any payment due to Licensor for a period of thirty (30) days, or if Licensee defaults in performing any of the terms of this Agreement and continues in default for a period of fifteen (15) days after written notice thereof, or if bankruptcy or insolvency proceedings are instituted by or against Licensee, or if Licensee enters into a composition of other arrangements with creditors, or if a receiver is appointed for it, the Licensor shall have the right to terminate this License Agreement upon giving written notice to Licensee at least fifteen (15) days before the time when such termination is to take effect, and thereupon this License Agreement shall be void, but without prejudice to the rights of Licensor to monies due or to become due under this License Agreement with respect to any period prior to the effective date of termination.

b) Within ten (10) days after the date of termination of this License Agreement, the Licensee will deliver to Licensor any Licensed Program(s), operating manuals and other materials relating to the Licensed Program(s) then in its possession.

c) The obligations and covenants of Licensee as set forth in Paragraphs 4 and 5 herein shall survive any termination of this License Agreement.

9. NON ASSIGNMENT

This License Agreement and the license, programs or materials to which it applies may not be assigned, sublicensed or otherwise transferred by Licensee without the prior written consent of Licensor.

10. ACCESS

Licensor, or its duly authorized representative, shall have access to the premises and books and records of Licensee, during business hours and upon reasonable prior written notice, to ensure that Licensee is complying with all of the terms and conditions of this Agreement.

11. ENTIRE AGREEMENT

This Agreement supersedes all previous oral or written agreements between the parties and represents the entire agreement of the parties with respect to the subject matter hereof.

12. SEVERABILITY

If any of the provisions of this Agreement are deemed invalid under any applicable statute or rule of law, such invalidity shall not affect the other provisions of this Agreement which shall remain in full force and effect.

13. MODIFICATION

This Agreement can be modified or amended only by a writing signed by both of the parties hereto.

14. APPLICABLE LAW

This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the District of Columbia.

15. NON WAIVER

Failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement.

16. NOTICES

All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to the parties at the addresses first above written or such other addresses as they may designate in writing.

Operating System _____

CPU Name/Model
On Which Licensed Program Will Be Used _____

CPU Serial No. _____

CPU Location _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BY _____
SYSCON CORPORATION (Licensor)

BY _____
(Licensee)

SYSCON
CORPORATION
1000 THOMAS JEFFERSON STREET, N.W.
WASHINGTON, D.C. 20007

AGREEMENT FOR FACTORY MAINTENANCE SERVICE

The Designated Repair Center is located at:
Syscon Corporation
3990 Sherman Street
San Diego, CA 92110

SYSCON may change this address, in which event reasonable notice will be given to the Customer.

Commencement Date: 1/1/89

Annual Maintenance Charge: $750.00

Customer Access Code:

CUSTOMER:

City of Sugar Hill
Company

4988 W. Broad Street
Address

Sugar Hill, GA 30518
City State Zip Code

INSTALLATION LOCATION:

Same
Company

Address

City State Zip Code

DESCRIPTION OF EQUIPMENT

2 VersaTerms - Model VT3200
1 ChargerLink - Model CM4200

SYSCON Corporation, hereafter called SYSCON, as of the commencement date above agrees to maintain the products (called Equipment) listed above at SYSCON's designated repair center in accordance with the terms of this Agreement.

TERMS AND CONDITIONS

A) This Agreement shall remain in force, for one year from the commencement date and will continue thereafter on a yearly basis unless either party notifies the other party of its intention to terminate at least thirty (30) days before the end of the initial term or of any subsequent one (1) year term.

B) At the commencement of this Agreement, Equipment shall be subject to inspection by SYSCON. If SYSCON determines that the Equipment is not in acceptable condition for maintenance under this Agreement, the costs necessary to place it in such condition are to be borne by the Customer. If this situation occurs, SYSCON will notify the Customer of the Equipment's condition and the estimated cost to restore the Equipment in acceptable condition. SYSCON will commence the repair with the Customer's authorization.

MAINTENANCE SERVICE

A) SYSCON will provide maintenance at SYSCON's designated repair center to keep the Equipment in good operating condition.

B) Maintenance service shall include labor and the replacement of parts necessary to restore the Equipment to good operating condition.

C) New or equivalent to new parts will be used in effecting repairs. Replacement parts will be furnished on an exchange basis. Replaced parts shall become the property of SYSCON.

D) In an emergency situation, SYSCON will loan an equivalent item(s) of equipment to the Customer for the period of time during which the Customer's equipment is under repair.

E) The Customer agrees to safeguard, protect and preserve at all times the Loaned Equipment while in the Customer's possession, and shall indemnify SYSCON for any loss or damage to the Loaned Equipment.

F) The sole title to and ownership of the Loaned Equipment shall at all times remain in SYSCON notwithstanding possession by the Customer. The Customer shall keep the Loaned Equipment free and clear of any claims, liens and encumbrances. All applicable rights in patents, copyrights, trademarks and trade secrets pertaining to the Loaned Equipment are and will remain in SYSCON. The Customer shall not sell, transfer or otherwise make available the Loaned Equipment to others. The Customer shall not remove any indication of ownership by SYSCON from the Loaned Equipment.

PACKING AND SHIPPING

The Customer will be responsible for packing and shipping at its expense any Equipment, including Loaned Equipment, required to be delivered to SYSCON. SYSCON will be responsible for packing and shipping at its expense any Equipment including Loan Equipment required to be delivered to the Customer. SYSCON shall not be responsible for any delays in packing and shipping of any Equipment including Loaned Equipment required to be delivered to the Customer.

CHARGES, INVOICES, PAYMENTS AND TAXES

A) The Annual Maintenance Charge is due and payable in advance to SYSCON, or, on or before the Commencement Date and on each succeeding anniversary date of this agreement.

B) All other charges shall be billed in the month following rendition of services and are due and payable to SYSCON thirty (30) days from date of Invoice.

C) The maintenance charges exclude all federal, state and local taxes levied on or measured by this Agreement or sales price of the services or supplies furnished under this Agreement. Taxes excluded from the Agreement pursuant to the preceding sentence or imposed on SYSCON by reason of this Agreement shall be separately stated on SYSCON's invoices and the Customer agrees either to pay to SYSCON amounts covering such taxes or to provide evidence necessary to sustain an exemption therefrom.

EXCLUSIONS

A) Maintenance service under this Agreement shall not include:

1. Maintenance of any item of Equipment which the Customer has repaired, altered or attempted to repair or alter, or which the Customer has opened other than for replacement of battery packs.

2. Rebuilding, overhauling, painting or refinishing the Equipment other than as necessary to restore the Equipment to good operating condition.

3. Maintenance of any item of Equipment whose serial number has been removed, changed or rendered illegible.

4. Repair of damage resulting from accident, transportation, neglect, misuse, failure of electrical power, temperature or humidity control, causes other than o[illegible]dinary use, or failure or malfunction of attached, [illegible]lated, collateral or ancillary equipment not covered by this Agreement.

B) SYSCON is not responsible for equipment failure or failure to render service or maintenance due to causes not the fault of or beyond control of SYSCON. SYSCON WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES NOR SHALL SYSCON's LIABILITY TO THE CUSTOMER EXCEED ONE MONTH'S CHARGES APPLICABLE TO SERVICE OF THE EQUIPMENT.

TERMINATION

SYSCON may terminate this Agreement in the event of default by the Customer. Default by the Customer includes Customer's failure to pay any charges more than sixty (60) days past due.

MISCELLANEOUS

A) This Agreement replaces any previous Maintenance Agreement for the Equipment. It constitutes the entire Agreement between the Customer and SYSCON for the repair and maintenance of the Equipment.

B) Neither this Agreement nor any rights hereunder may be assigned by the Customer without prior written consent of SYSCON. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of both SYSCON and the Customer.

C) The Customer represents that it has authority to enter into this Agreement and that service performed by SYSCON hereunder will not cause SYSCON to become liable to any person, firm or corporation by reason of such performance, and in the event of any allegation or assertion of such liability, the Customer will indemnify and hold SYSCON harmless from any such claim or any expense arising therefrom.

D) This Agreement shall be construed and governed in accordance with the laws of the District of Columbia.

E) Any notices required herein shall be furnished to the addresses shown on the cover page.

F) EXCEPT AS STATED HEREIN, SYSCON MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE RESPECTING THIS AGREEMENT AND THE SERVICES PROVIDED HEREIN.

SYSCON CORPORATION

BY George Christopher

TITLE Vice President, Contracts

DATE

CUSTOMER City of Sugar Hill, GA

BY

TITLE

DATE

QUOTATION

IF THIS QUOTATION RESULTS IN AN ORDER, PLEASE ADDRESS TO:

MICROTEL, INC.

C/O The Cal-Tec Company

Post Office Box 28623 Atlanta, GA 30328 (404) 993-4060

City of Sugar Hill
4988 West Broad Street
Sugar Hill, GA 30518

DATE Jan. 5, 1989
QUOTE NO. 5470105
TERMS Net 30 days
F.O.B. Arden Hills, MN
DELIVERY 4-WKS ARO
AFTER RECEIPT OF YOUR ORDER AT THE FACTORY OR AFTER RECEIPT OF APPROVED DRAWINGS, IF REQUIRED.
THIS QUOTE IS FIRM FOR 30 DAYS AND SUBJECT TO CHANGE BEYOND THAT TIME.
YOUR INQUIRY REFERENCE:
Utilities operations

WE ARE PLEASED TO QUOTE AS FOLLOWS: THIS QUOTATION SUBJECT TO ALL CONDITIONS OF SALE ON REVERSE SIDE.

(2) MICROTEL AUTOMATIC DIALING ALARM MONITOR, ADAM $1,190.00 EA

Model: MCS250/REAL VOICE
Monitor: 4-channel, normal open or normal closed distable contacts, can be mixed. Also monitors ac power.
Electronics: Microprocessor base, synthesized voice, 4-hour batter back up, synthesized real voice recording. No recording tapes.
Case: Fiberglass case, clear polycarbonate lockable door, NEMA-12X, wall mounted.
Reference: Bulletin MCS-250, attached.

(2) MICROTEL TEL-MAX DUAL SURGE PROTECTION MODULE $95.00 EA

External surge protection in addition to internal protection.
Model: TELMAX-1
Reference: Bulletin TELMAX, attached.

John F. Christopher
John F. Christopher

MMCS250

The Cal-Tec Company

Post Office Box 28623 Atlanta, GA 30328 (404) 993-4060

JAN. FEB.

GEORGIA, MIDDLE & EAST TENNESSEE REPRESENTATION FOR:

AQUATROL CORPORATION
- SCADA systems, radio and ground line
- Digital process control systems & components
- Graphic display panels & systems

BERRY-LANGILL, INC.*
- Instrument valves
- Instrument manifolds
- Gauge accessories

ENTERRA INSTRUMENTATION TECHNOLOGIES
- Open channel ultrasonic flowmeter
- Liquid/solid interface level system
- Dissolved oxygen analyzer
- Portable D. O. analyzer
- Free & combined chlorine analyzers
- Chlorine gas monitors
- Toxic gas monitors

MICROTEL, INC.
- Automatic dialing alarm systems
- "Real Voice" automatic alarm systems
- Automatic alarm system with supervisory control
- Digital speech loops
- Micronet telemetry systems, analog & digital

PROMAC CONTROLS, INC.
- Portable digital calibrators
- Digital flow computers, gas & liquids
- Digital energy computers
- Digital signal conditioners, controllers, alarm trips
- Digital/analog signal transmission links
- Process controllers, digital electronics
- Digital & analog telemetry

TEXAS NUCLEAR*
- Digital density transmitters
- Digital continuous level transmitters
- Point level controllers
- Alloy analyzers, portable
- X-Ray analyzer, on-line transmitters and portable
- Conveyor scales, non contact
- Non-intrusive flow transmitters
- Mass flow systems

*Georgia only

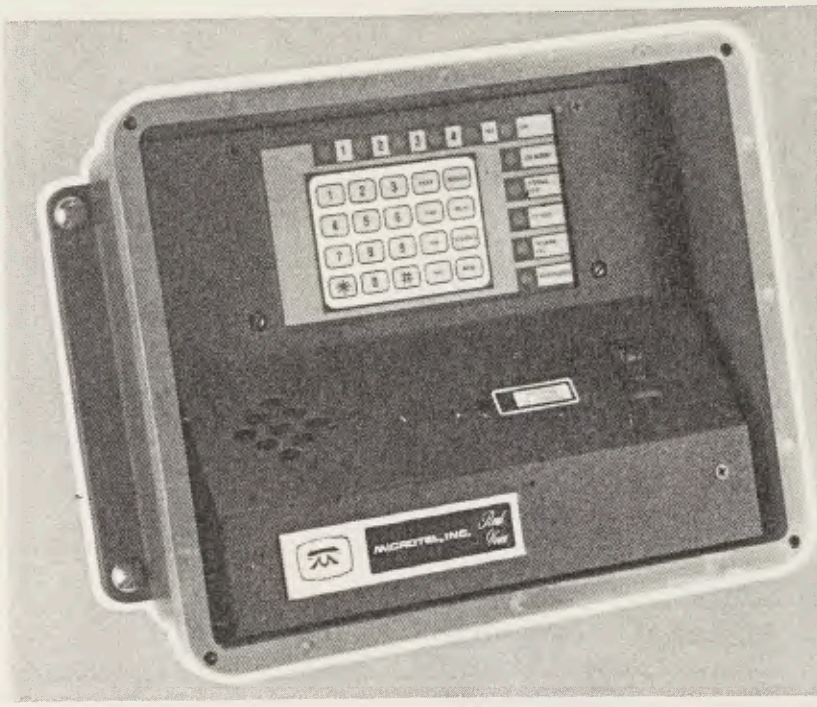
November 1988

NEW!

MICROTEL, INC.

MICROTEL MODEL MCS 250/REAL VOICE

THE DIALER YOU SPEAK INTO TO DIGITALLY RECORD YOUR OWN MESSAGE



- **DIGITALLY RECORDED, USER ENTERED SPEECH — Train the system to repeat your alarm messages in your own words.**
- **MONITORS FOUR CONTACT FAULTS PLUS POWER FAILURE - One system can monitor multiple faults for the entire site.**
- **USES LOW COST, DIAL TELEPHONE LINES - Consistently, the most reliable, cost effective communication method.**
- **POWERFUL, EASY TO USE, COMPUTER-BASED ALARM MONITOR**

REAL VOICE - A NEW CONCEPT... FROM A PROVEN COMPANY

Microtel, a leader in electronic monitoring systems has developed the ultimate in dialing alarm monitors. **You** actually tell the system what to say when it calls. Each alarm message is spoken into the system microphone, digitized and memorized. Messages can use any words - any language - and can include advisory information along with alarm status annuciation.

NEMA 12 ENCLOSURE.

The MCS 250/Real Voice is housed in a NEMA rated fiberglass enclosure with stainless steel hardware and gaskets to prevent moisture and corrosive substances from damaging the system. A clear polycarbonate cover permits the viewer to readily check the front panel for alarm status and operating mode. Other NEMA styles are available on an optional basis.

OPEN OR CLOSED FAULT SENSING.

The MCS 250/Real Voice permits the user to individually specify each fault channel as a normally-open or normally-closed fault channel. The fault recognition delays are, likewise, individually programmable for each channel. Alarms such as level, pressure, flow, shutdown, temperature, intrusion, or any other alert conditions may be monitored. Combine this versatility with the system's ability to exactly describe each fault condition, and you achieve the ultimate in an alarm monitoring system.

The MCS 250/Real Voice may be programmed to dial and re-dial eight separate telephone numbers and deliver your digitized voice message advising the answering person of the location and current fault status.

LOWEST MONITORING COST PER CHANNEL AVAILABLE.

The MCS 250/Real Voice is a new generation in automatic dialing alarm monitors, specifically designed for industrial equipment monitoring needs.

Microtel has a history of listening to the needs of users like you and responding with high quality, innovative answers, delivering microcomputer sophistication with the versatility and ease of use that you have come to expect from a company that cares about its customers.

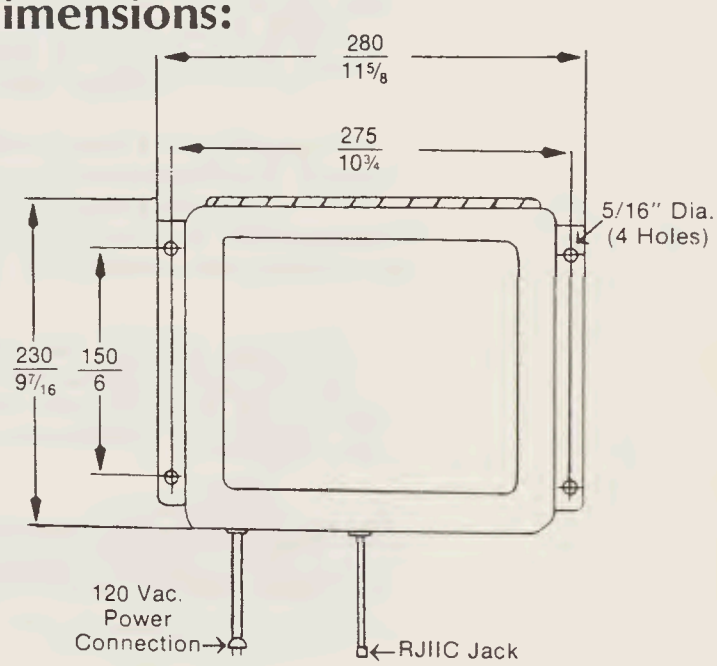
General Specifications

Environmental	
Temperature	-10°F to +130°F
Humidity	90% RH, Non-condensing
Surge	2500 V, Per ANSI C37-90A-1974, common and differential mode
EMI/RFI	per FCC part 15C
Electrical	
Power requirements	120 VAC, 50/60 Hz, 15 Watts
Fault sensing current	10mA per channel
Battery backup	4 hours typical
Power outage detection time	1-99 seconds
Physical	
Dimensions	11 5/6" x 9 7/16" x 4"
Weight	10 lbs.
Mounting method	Flange mount, 4 points
Enclosure	NEMA 12 std., others optional
Telephone System	
FCC registered for direct interconnect	FCC Registration Number EJF6M6-14699-AL-E
Dialing capacity	8 numbers, 16 digits each, maximum
Dialing format	Loop disconnect, 10 pps nominal, or tone, user selectable
Answer delay	Programmable, 1 to 99 rings
Acknowledge intercall delay	One to 99 hours, programmable
Call acknowledgement method	Tone or callback
Unacknowledged intercall delay	One minute
Surge and environmental protection	Per FCC part 68
Operational	
Fault detection method	Normally opened or closed, selectable, keyboard programmable
Fault integration time constant	One to 99 seconds
Station identification	4 or 8 seconds, user selectable
Message selection	4 or 8 seconds, user selectable
Message repetitions	One to 99, user programmable
Data retention	Nonvolatile EEPROM
Programming	Local keyboard entry
System Diagnostics	
Line monitor	
Audible indicators	Vocal status of all fault conditions, station identification, and acknowledge response
Visual indicators	Fault channels Run status Incoming call Power on Battery condition Off hook Intercall delay in progress Successful acknowledgement

Options
Tone generator (screw-on or hand-held)
Additional Surge Protection

Typical Applications:
Remote pump stations
Unmanned oil fields
Greenhouses
Refrigerated storage areas
Level control
Pressure
Temperature
Vacuum
Leak detection
pH Monitoring
Fire
Equipment malfunction
Flow
Residual
Weight
Power-unmanned substations

Dimensions:



DIMENSIONS = MILLIMETERS / INCHES

MICROTEL,
Innovation By Design

Represented by

JOHN F. CHRISTOPHER
THE CAL - TEC COMPANY
P.O. BOX 28623 ATLANTA, GA 30328
(404) 993-4060

MICROTEL, INC.
6864 W. 153rd Street
Overland Park, Kansas 66223
(913) 681-8700

PRINTED IN THE U.S.A.

A PROCLAMATION
NATIONAL COMMUNITY DEVELOPMENT WEEK
MARCH 24-31, 1989

WHEREAS: The COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM has operated nationally since 1974 to provide local governments with the resources required to meet the needs of low and moderate income persons;

WHEREAS: Community Development Block Grant funds are used by participating Gwinnett County cities, County Departments, and certain nonprofit organizations to address pressing local and countywide Housing and Community Development needs;

WHEREAS: In the last several years the Federal Government has reduced Federal assistance to local governments and nonprofit organizations;

WHEREAS: During this time of reduced Federal contributions to the task of meeting the needs of low and moderate income persons, local government problems have grown as evidenced by the dwindling supply of affordable housing, a rise in homelessness, and the resurfacing of related measures of widening economic disparity;

WHEREAS: During this time of Federal withdrawal of critically needed funds, the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM has assumed increasing importance for meeting pressing community problems;

WHEREAS: The U.S. Congress and the Nation often have overlooked the critical value of the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM and the significant number of organizations and projects that rely on its funds for support;

WHEREAS: In Gwinnett County, CDBG funds have made a significant difference by funding projects such as neighborhood street and drainage improvements, Senior Citizens Centers, sidewalks, water and sewer installations, park improvements, housing rehabilitation, economic development activities, and public service activities; and

WHEREAS: The Congress of the United States has declared March 24 - 31, 1989, as NATIONAL COMMUNITY DEVELOPMENT WEEK and has called upon the President and all the people of the United States to observe the week with appropriate ceremonies and activities;

NOW THEREFORE: BE IT PROCLAIMED THAT I, George O. Haggard, Mayor of the City of Sugar Hill, do hereby, proclaim March 24-31, 1989 as NATIONAL COMMUNITY DEVELOPMENT WEEK in the City of _____, Georgia.

George Haggard
Signature
Mayor, City of Sugar Hill, Georgia

Signed this 13 day of March, 19 89.

OFFICE FURNITURE DEPOT

new, used, salvage office furniture - we buy, sell, trade and repair

5385 BUFORD HIGHWAY
DORAVILLE, GEORGIA 30340
(404) 455-0440

4225 SHACKLEFORD ROAD
NORCROSS, GEORGIA 30093
(404) 925-4448

March 23, 1989

purchased from Best Bid 3-30-89 (1)

Ms. Judy Foster
City of Sugarhill
4988 West Broad Street
Sugarhill Georgia 30518

Dear Ms. Foster:

Enclosed is a brochure with highlighted information on the four drawer legal file. Brands available are Fireking or Schwab. The ratings are identical.

We can deliver these files at your earliest convenience at the price quoted, $700 each. You may effect a considerable saving by picking up these files.

Thank you for the opportunity to quote and if you have any questions, please call me.

Sincerely yours,

Jack Swit

Jack Swit

JS:ss

JAN. FEB.

Speed Message

To City of Sugar Hill
Broad St
Sugar Hill Ga

From Lanier Locksmith
505 Norcross Rd
Buford Ga 30518

Subject 1- Fire Resistant File

Date 2/22 19 8

Attn Janice

1- Fire King 4-21-C fire resistant
File 4 Drawer Key Lock

@ 1390.00
plus frt from Atlanta
est @ 50.00
Total 1440.00

Delivery 3 weeks

Thank you

Signed E Russell

WilsonJones
GRAYLINE FORM 44-900 2-PART
©1983 • PRINTED IN U.S.A.

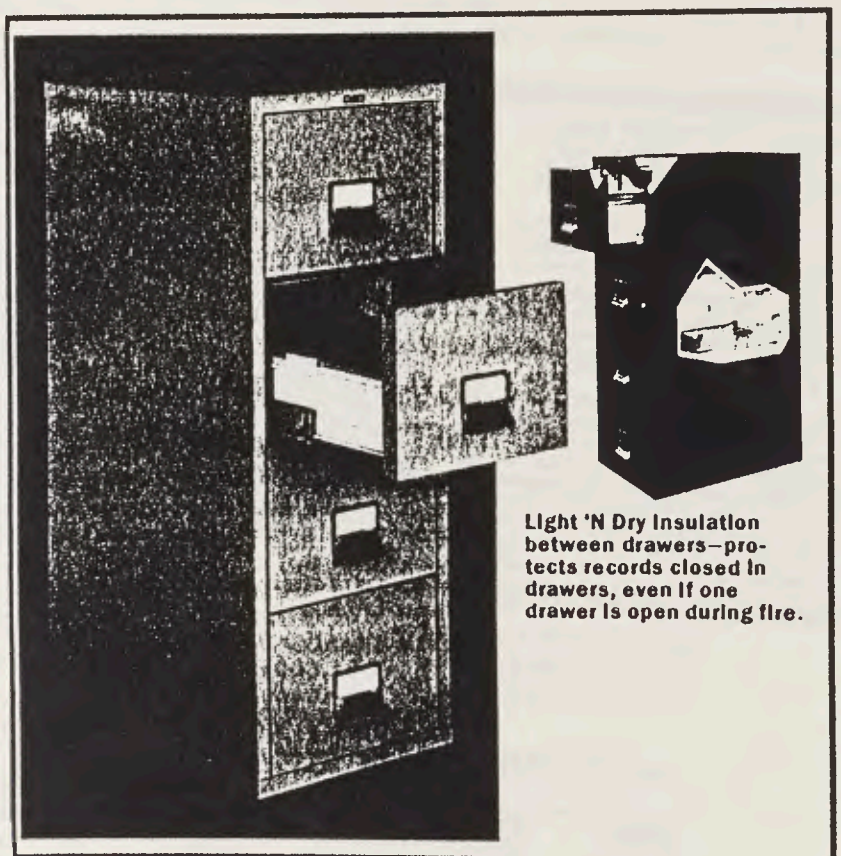
LOSS OF VALUABLE DOCUMENTS CAN PUT YOU OUT OF BUSINESS

PROTECT VITAL RECORDS WITH INSULATED FILES

- Fire strikes approximately 349 businesses every day; 51% of all business fires occur during working hours.
- Of all firms losing records in a fire, 43% go out of business: 14% suffer a 30-66% reduction in credit rating.
- Records stored in ordinary steel files can be lost in 5 minutes.
- Direct flames are not necessary to destroy records—only 350°F can char paper.

VICTOR FIRE MASTER
SYSTEMS & EQUIPMENT

INSULATED VERTICAL FILES
A Lifetime of Fire Protection for Paper Records



Light 'N Dry Insulation between drawers—protects records closed in drawers, even if one drawer is open during fire.

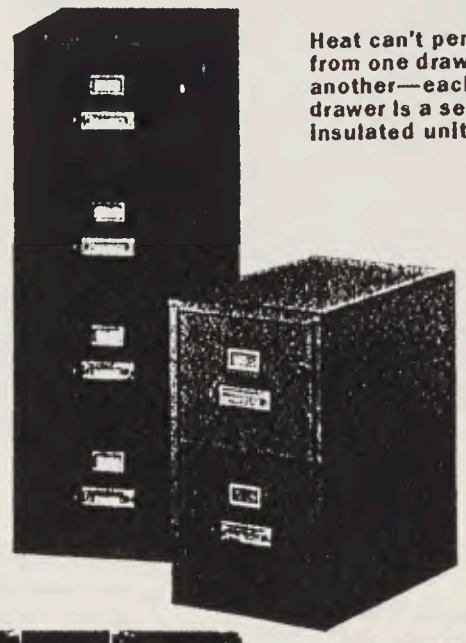
Look at these facts:
Paper contents withstood heat to 1700°F for one hour, plus sudden heating to 2000°F, without damage. Survived falling through burning floors when impact tested.

- **MONOLITHIC CONSTRUCTION**—Insulation is cast in one piece over steel mesh for added strength. Full 25" deep filing capacity per drawer. Heavy-duty roller-bearing suspension: rail-type followers.
- **SECURE LOCKING**—Plunger type key lock. Bypass lever on each drawer permits free access to some documents while keeping others confidential!
- **LIFETIME REPLACEMENT ASSURANCE**—To the original end consumer: Replacement free of charge of any Victor insulated file damaged beyond repair by fire.

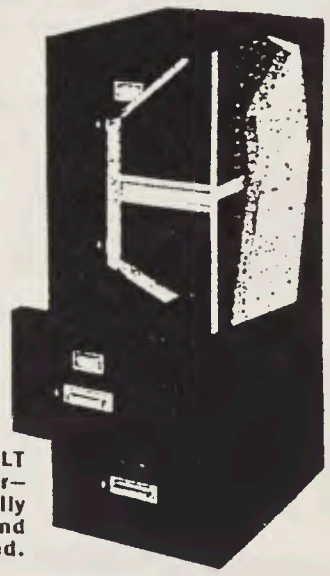
No. of Drawers	Color	Outside Dimensions WxHxD	Shpg. Wt.	No.	Each
		LETTER SIZE FILES			
2	Beige	17⅝x28⅛x30 9/16	300	ME-9210-118	$ 833.00
4	Beige	17⅝x53¾x30 9/16	525	ME-9410-118	1,289.00
4	Black	17⅝x53¾x30 9/16	525	ME-9410-125	1,289.00
		LEGAL SIZE FILES			
2	Beige	20⅞x28⅛x30 9/16	335	ME-9212-118	882.00
4	Beige	20⅞x53¾x30 9/16	595	ME-9412-118	1,386.00
4	Black	20⅞x53¾x30 9/16	595	ME-9412-125	1,386.00

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

HON FIRESHIELD® FULL SUSPENSION FILES



Heat can't penetrate from one drawer to another—each drawer is a separate insulated unit.



Outer steel cabinet is BUILT AROUND an insulated liner—insulation can be carefully inspected for possible cracks and voids before construction is completed.

- **Avoid the inconvenience of an oversized unit—special light-weight construction has same height and depth as standard non-insulated files.**
- **When tested at 1700°F for one hour, contents were kept in good condition. Sample files maintained a safe interior temperature of 350°F.**
- **All drawers lock simultaneously with a plunger lock: each is equipped with thumb latch, label holder and follower. All models are 28½" deep with inside drawer depth of 22⅞".**

No. of Drawers	Color	Outside Dimensions HxW	Shpg. Wt.	No.	Each
	LETTER SIZE—Inside Drawer Dimensions—10 3/16 h x 12 1/16 w				
2	Black	28⅞x16⅜	230	HN-92P-P	$ 801.00
2	Tropic Sand	28⅞x16⅜	230	HN-92P-K	801.00
4	Black	52x16⅜	372	HN-94P-P	1238.00
4	Tropic Sand	52x16⅜	372	HN-94P-K	1238.00
	LEGAL SIZE—Inside Drawer Dimensions—10 3/16 h x 15 5/16 w				
2	Black	28⅞x19⅝	259	HN-92CP-P	846.00
2	Tropic Sand	28⅞x19⅝	259	HN-92CP-K	846.00
4	Black	52x19⅝	431	HN-94CP-P	1336.00
4	Tropic Sand	52x19⅝	431	HN-94CP-K	1336.00

FIREPROOF FILES PROTECT YOUR VITAL BUSINESS RECORDS

Low As
$459
YFF-241

FACT 1.

Your very best ordinary steel files conduct "oven heat" and in a fire their full contents will turn to ashes in minutes.

FACT 2.

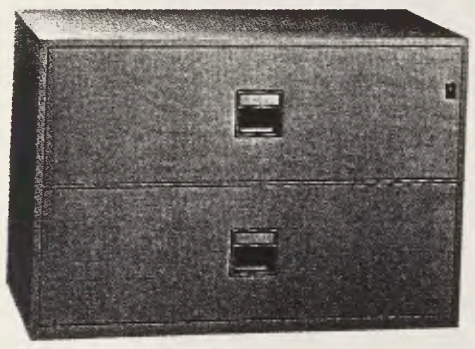
43% of firms whose records were destroyed by fire were out of business within 6 months.

Virtually indestructible, and approved by Underwriters Laboratory with the highest fire protection rating available ("C" label) see rating tests below. Includes insulation between every drawer. Even if one is left open, each of the other drawers becomes a separate fire resistant compartment. 1½" thick insulated drawer fronts fits precisely into cabinet frame forming a heat resistant seal. All drawers glide smoothly—even fully loaded on Accuride heavy duty steel ball bearing suspensions. Plunger lock locks all drawers or allows you to leave any individual drawer unlocked. Highest quality construction. 1½" thick cabinet walls with 2 layers of steel and a gypsum based (asbetos free) insulated inner core. Finished in enamel. In stock for fast ship Black, Tan or Putty.

Free delivery: Prices listed include *free tailgate* delivery to your door, all States East of the Rockies. Unloading and inside delivery are extra. Fireproof files are very heavy, unless you are equipped to receive heavy merchandise like this, request "inside delivery" at additional cost. Please inquire. CA, WA, OR, AZ, NV, ID, and UT please add 9% to selling prices listed.

LIFETIME GUARANTEE

All working parts and insulation are guaranteed for life. The manufacturer further guarantees to replace any file damaged by fire beyond repair.



FRANK EASTERN FIREPROOF FILES HAVE THE *HIGHEST* UL FIRE PROTECTION RATING
THE "C" LABEL TORTURE TEST:

1. In fire—at 1700°F for 1 hour.
2. Explosion—at 2000°F for 1½ hours.
3. Impact—3 story drop onto concrete.

FILES REMAINED INTACT WITH ALL CONTENTS SAFE AND SECURE.

FREE DELIVERY

Prices listed include *free tailgate* delivery to your door, all States East of the Rockies. Unloading and inside delivery are extra. Fireproof files are very heavy, unless you are equpped to receive heavy merchandise like this, request "inside delivery" at additional cost. Please inquire. CA, WA, OR, AZ, NV, ID, and UT please add 9% to selling prices listed.

VERTICAL FILES:

Drawers include steel pulls with thumb latches and easy finger tip action follow blocks. Inside drawer (clear) dimensions: All drawers 10⅝" high. Letter drawer 12⅛"W, legal drawer 15⅜"W. Choose 20 7/16" deep or 26 7/16"D. COLORS: Black, Tan or Putty.

25"D VERTICAL FILES (Inside drawers 20 7/16" D)*

No.	Description	H	W	Wt.	Priced each 1–2	Priced each 3+
YFF-241	2-dr. letter	28¾"	17⅛"	220 lbs.	$479.00	459.00
YFF-242	4-dr. letter	55¾"	17⅛"	440 lbs.	737.00	717.00
YFF-243	2-dr. legal	28¾"	20⅜"	250 lbs.	494.00	474.00
YFF-244	4-dr. legal	55¾"	20⅜"	470 lbs.	759.00	739.00

30¾"D VERTICAL FILES (inside drawers 26 7/16"D)*

YFF-245	2-dr. letter	28¾"	17⅛"	300 lbs.	$529.00	509.00
YFF-246	3-dr. letter	42¼"	17⅛"	425 lbs.	684.00	664.00
YFF-247	4-dr. letter	55¾"	17⅛"	550 lbs.	809.00	789.00
YFF-248	2-dr. legal	28¾"	20⅜"	350 lbs.	549.00	529.00
YFF-249	3-dr. legal	42¼"	20⅜"	475 lbs.	747.00	727.00
YFF-250	4-dr. legal	55¾"	20⅜"	600 lbs.	859.00	839.00

All working parts and insulation are guaranteed for life.

LATERAL FILES:

Safety mechanism allows only one drawer to open at a time preventing accidental tipping. Drawers equipped with recessed pulls and accommodate letter or legal documents. COLORS: Black, Tan or Putty.

43½"W × 20⅝"D LATERAL FILES (Inside drawer 10 13/16"H × 38"W × 15"D)*

No.	Drws.	Ht.	Wt.	Discount priced each 1–2	Discount priced each 3+
YFF-251	2	28¾"	495 lbs.	$892.00	862.00
YFF-252	3	42¼"	755 lbs.	1189.00	1159.00
YFF-253	4	55¾"	990 lbs.	1489.00	1459.00

All working parts and insulation are guaranteed for life.

MOBILE FILES–SAVE STEPS, TIME & MONEY

Low As
$44.95

Roll it to where you need it. Hinged top lifts open for easy access to your letter or legal size folders as well as data printout binders. Convenient 9" high bottom shelf provides extra storage space. Rolls easily on dual wheel casters. Sturdy cabinet construction of ¾" wood laminate in rich wood grained Med. Oak finish. Inside cabinet size: 13½"W × 13"D × 11½"H. Overall size: 14¾"W × 14½"D × 25½"H. File frames included. Ships K.D. assembles easily.

No.	Priced each 1–2	Priced each 3+
YEF-10	$49.95	44.95

Delivery East of Miss. Riv. 7.50 ea.
Delivery West of Miss. Riv. 15.00 ea.

Low As
$159.50

Convenient mobile files bring your records to where they are needed. Constructed of heavy gauge steel and moves easily on smooth rolling casters (2 that lock). Hanging folder rods are built-in. Lift cover on upper compartment, lower file drawer on full suspension, both lock. Choose letter or legal size 19" or 25¾" deep. Prices plus delivery, ship via truck.

No.	Style	W	D	H	SALE
YFF-8P3	Letter	15½"	19½"	25½"	$159.50
YFF-8P4	Legal	18½"	19½"	25½"	214.50
YFF-8P7	Letter	17"	25¾"	25½"	226.00
YFF-8P8	Legal	19¾"	25¾"	25½"	269.50

Colors: Tan, Putty or Black

FRANK EASTERN CO. • 599 Broadway • New York, N.Y. 10012 • Call Toll Free 800 221-4914 in NYS (212) 219-0007

GWINNETT FEDERAL

March 13, 1989

City of Sugar Hill
4988 W. Broad Street
Sugar Hill, Georgia 30518

Dear Sirs:

Today, Gwinnett Federal Savings & Loan Association issues a letter of guarantee to the City of Sugar Hill for Ronnie Sudderth in the amount of $23,500.00.

This letter is issued and valid through May 12, 1989.

Sincerely,

Barbara J. O'Rouke
Assistant Branch Manager

I, the undersigned, do hereby agree the above referenced funds cannot be withdrawn by me from the Savings Account Numbers 01-1435981, 01-1435963, 01-1435971, 01-1435997 and 01-1437837 Account Title-Ronnie Sudderth, held by Gwinnett Federal Savings and Loan Association until such notification is received by them from the City of Sugar Hill.

RONNIE SUDDERTH

Signature Ronnie Sudderth

Date March 13 · 1989

In the presence of Vicki Blair

Witness Signature

1500 Buford Hwy. N.E./Buford, GA 30518/404-945-9536

JAN.

FEB.

BID FORM

Project: Clearing and Grubbing of a 27 Hole Championship Golf Course and Practice Facility for the City of Sugar Hill, Gwinnett County, Georgia.

Proposal of RONNIEDALE, INC. (herein called the Bidder) a corporation organized and existing under the laws of the State of Georgia or State of Georgia or a partnership, or individual doing business as RONNIE SUDDERTH GRADING COMPANY.

To: THE CITY OF SUGAR HILL
4988 West Broad Street
Sugar Hill, Georgia 30518

Gentlemen:

The Bidder, in compliance with your invitation for bids for the above project, having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project including availability of materials and labor, hereby proposes to furnish all labor, whether union or nonunion, materials, equipment and supplies and to construct the project in accordance with the Contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract documents and as outlined in the Invitation To Bid, of which this proposal is a part. Bidder hereby agrees to commence work under this Contract within FIVE (5) CALENDAR DAYS after the "Notice to Proceed" and to fully complete the project within One hundred twenty (120) calendar days thereafter as stipulated in the Contract. Bidder agrees to pay liquated damages in the sum of $200.00 for each consecutive calendar day thereafter as stated in the Contract. The Work is scheduled to begin within 30 days following the receipt of bids. Bids Due: March 14, 1989, 2:00 PM local time at the above address.

If the above dates do not fit into the Bidders schedule, Bidder may state preferred starting and completion dates according to his best schedule keeping in mind that the Owner's intent is to have the site ready for golf course construction by August 31, 1989.

Contractor's proposed schedule, if different from schedule stated above:

Bidder acknowledges the receipt of the following Addendum(s): Addendum # 1 received.

Bidder agrees to perform all work contained on the plans and in the specifications for Clearing and Grubbing Plans, 27 Hole Championship Golf

Course and Practice Facilities as shown on the plans dated January 31, 1989 and specifications prepared by Willard C. Byrd and Associates dated February 28, 1989.

It has been estimated that a total of 220 acres will be cleared and grubbed for this project. Included in the 220 acres is 45 acres of select clearing in the rough areas that are within the limits of the golf course. In addition, an allowance for tree protection up to a maximum of 2 specimen trees per acre shall be included. (As a part of this overall estimated acreage of work area is approximately 10 acres not shown on the January 31, 1989 plans. This additional 10 acre area includes the area required for an Entry Road, Clubhouse and Wastewater Treatment Plant Site, and will be identified in the field by Keck and Wood, Inc.)

The price for the entire 220 acre clearing and grubbing project shall be based on actual field measurements. Amounts are to be shown in words and figures, however, in case of a discrepancy, the amount in words will govern.

Four Hundred Thirty Four Thousand, Five Hundred Dollars $434,500.00

Alternate Bids:

Alternate Bid One In addition, and as Alternate Bid One, the Bidder is required to furnish a price for clearing and grubbing, deleting the nine holes of golf indicated on the plans as the "Blue Course". The estimated total area for Alternate Bid One is 150 acres. The price for Alternate Bid One shall be Two Hundred Ninty Six Thousand, Two Hundred Fifty, ($ 296,250.00). The final amount shall be based on actual field measurements.

Alternate Bid Two In addition, and as Alternate Bid Two, the Bidder is required to furnish a price for Clearing and Grubbing deleting the golf holes 4, 5 and 6 on the Blue Course (these holes lie inside the A.R.C. jurisdiction area). The estimated total area for Alternate Bid Two is 198 acres. The Price for Alternate Bid Two shall be Three Hundred Ninty One Thousand, Fifty Dollars. ($ 391,050.00). The final amount shall be based on actual field measurements.

A unit price shall be stated in order to establish a basis for additions or deletions to the Contract Price by approved Change Order should the scope of the project change. The per acre unit price for Clearing and Grubbing shall include the cost of burning, burying in approved areas or off-site disposal of all materials and debris. Should the scope of the project change, the following unit price will be used to adjust the Contract Price for the entire project area or Alternate Bid One or Alternate Bid Two.

Unit Price for Material to be burned, buried in approved areas or disposed of off-site: $ 1,975.00 Per Acre

One Thousand, Nine Hundred Seventy Five Dollars

Note: All Mobilization, Demobilization, labor, materials, equipment bailing, shoring, removal overhead, profit, insurance, etc. to cover the finished work called for to be included in cost.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any technicalities and informalities in the bidding and shall have no recourse against the the City of Sugar Hill, Willard C. Byrd and Associates, Keck and Wood, Inc. or their agents in performing this task.

The Bidder agrees that these bids shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing for receiving bids.

Upon Notice of Acceptance of these bids, Bidder will execute the formal Contracts prepared by the Owner with appropriate signatures within 5 days and return them to Owner along with the required insurance certificate(s) and bonds.

Contractor to List all Subcontractors:

1._____

2._____

INSURANCE REQUIREMENTS

The City of Sugar Hill is now requiring Insurance for the following categories in the amounts listed:

Worker's Compensation and Employers Liability	$ 500,000.00
Comprehensive General Bodily Injury and Property Damage	$ 1,000,000.00
Comprehensive Automobile Liability	$ 500,000.00

CONTRACTOR TO FURNISH A CURRENT COPY OF CERTIFICATE OF INSURANCE WHEN CONTRACT IS SIGNED.

Respectfully submitted,

Ronnidale, Inc. d/b/a Ronnie Sudderth Grading Co.
Company Name

Ronnie Sudderth
By: Ronnie Sudderth (Seal if by Corporation)

President
Title

P. O. Box 308
Mailing Address

Buford, Georgia 30518
City, State & Zip Code

3/14/89
Date

Georgia Contractor's License 23322

Georgia Bidder's License _____

License Limits $_____

Note: Bidder will be disqualified if Bidder is not experienced in this kind of work or licensed properly for this project.

End of Bid Form

ADDENDUM NUMBER ONE
BID DOCUMENTS FOR
CLEARING AND GRUBBING OF A 27 HOLE CHAMPIONSHIP GOLF COURSE
AND PRACTICE FACILITY

TEMPORARY SILTATION FENCE

Temporary Siltation Fence (22" wide pervious synthetic woven filter fabric with bottom 4"-6" buried beneath ground. Mounted with 2" x 2" x 3' wooden posts)

UNIT COST $ 3.00 Per Foot

14,300 Linear Feet Temporary Siltation Fence as per January 31, 1989 Erosion Control Plan

TOTAL COST $ 42,900.00

CALLED MAYOR & COUNCIL MEETING
WEDNESDAY, MARCH 29, 1989
7:30 P.M.

A G E N D A

A) Post Office
B) Request to Sell Two Old Dump Trucks
C) City Managers Conference
D) Bid of Clearing & Grubbing
E) Government Sale
F) Policies & Procedures

CALLED MAYOR & COUNCIL MEETING
WEDNESDAY, MARCH 29, 1989
7:30 P.M.

M I N U T E S

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

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

Post Office

The Council discussed what the post office will cost the city, the time length before it will be ready, the cost of the post office boxes, and the hours. Councilperson Hawthorne moves to have City Manager Kathy Williamson to find out the final details for the post office and have them ready to present at the regular Mayor & Council meeting on April 10, 1989. Second to the motion by Councilperson Morris. Vote Unanimous.

Request to Sell Two Dump Trucks

City Manager Kathy Williamson recommends to the council to sell the 1969 and 1976 dump trucks and the 1981 van. None of the three vehicles will run at this time and repair would be more than the vehicles are worth. City Manager Williamson recommends to bid off the vehicles as we have done in the past. Councilperson Hawthorne moves to bid off the vehicles. Second to the motion by Councilperson Morris. Vote unanimous.

City Manager Conference

City Manager Williamson withdraws her request to attend the conference, as the day of the conference will interfer with another meeting she plans to attend.

Bid of Clearing and Grubbing

City Manager Williamson recommends a rebid of the sewer plant clearing and grubbing job. When bids were taken previously there was only one bid. The council discussed with City Engineer Jim Stanley the effects the time delay for a rebid would have on the project. After discussion, Councilperson Morris moves to rebid the job and have a stipulation that there must be at least two bids. Second to the motion by Councilperson Fowler. Before the vote Mayor Haggard states he will veto the vote if passed. Vote unanimous.

Government Sale

City Manager Williamson request to go to the government sale to find a small vehicle for the building inspections department and park area. Councilperson Queen moves to allow her to find a vehicle with a limit not to exceed $2,500.00. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Policies and Procedures

Prison Detail policies and procedures were presented to the council for review.

Councilperson Hawthorne moves to recess the regular meeting to go into executive session to discuss personnel. Second to the motion by Councilperson Fowler. Vote unanimous.

Meeting recessed at 8:25 p.m.

Executive Session called to order at 8:35 p.m.

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

Assist Utility Supervisor
Mr. Allen Powers and Mr. David Van Landingham of Keck & Wood report to the council another person is needed to assist Utilities Supervisor Billy Hutchins. The new person would be responsible for doing location of lines, the running of the peak shaving plant and necessary paper work. Training for the peak shaving plant would be provided by the company that supplies the plant.

Golf Course Manager
See job description. City Manager Williamson states the person would be responsible for all activity at the golf course, relieving her of the extra responsibility.

Councilperson Hawthorne moves to adjourn executive session to return to the regular meeting. Second to the motion by Councilperson Morris. Vote unanimous. Meeting adjourned at 9:45 p.m

Regular meeting called to order at 9:45 p.m. Councilperson Hawthorne states if there is no further business to adjourn meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Meeting adjourned at 9:46 p.m.

Chandia M. Free

JAN. FEB.

CALLED MAYOR & COUNCIL MEETING
THURSDAY, FEBRUARY 9, 1989
9:00 A.M.

A G E N D A

1) Signing of Bond Ordinance

JAN.

MAYOR & COUNCIL MEETING
THURSDAY, FEBRUARY 9, 1989
9:00 A.M.

M I N U T E S

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

Meeting called to order at 9:15 a.m.

Bonding Procedures
Jerry Ford with Trust Company Bank stated that the bonds went to market on Monday, February 6 with a lower interest rate than expected. The bonds went to a wide variety of purchasers. All bonds were sold by midday on Tuesday, February 7. The proposed closing date is March 1, 1989 at 10:30 a.m. at City Attorney Lee Thompson's office.

Fred Heller with Kilpatrick & Cody presented the Mayor & Council with the Bond Ordinance and stated that the city needs to authorize the Ordinance (see ordinance attached). Councilperson Queen moves to approve the Bond Ordinance as written and presented by Fred Heller. Motion seconded by Councilperson Morris. Vote unanimous. Councilperson Morris moves to grant the Mayor, City Manager, and City Clerk the authority to execute the documents for an extension on the Interim Bonds from the purchase of the Sewer Treatment Plant property until the closing of the 1989 Bond Series at the same rate (6.75%). Second to the motion by Councilperson Fowler. Vote unanimous.

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

Meeting adjourned at 9:50 a.m.

Judy Foster

JOB DESCRIPTION
GOLF COURSE MANAGER

1) A person to manage and coordinate both the golf course and sewer plant facilities.

2) A person with a degree in Golf Course Management or experience equivalent. References required.

3) A mature, outgoing, people-person to promote club marketing and public relations with the players.

4) A person that would be in charge of the following:

   A) All personnel at course.
   B) Pro shop merchandising and sales.
   C) Golf cart operations.
   D) Driving range.
   E) Starter and ranger activities.
   F) Administer policies and procedures set by Mayor & Council.
   G) Planning of budget.
   H) Managing of monies collected.
   I) Purchasing and maintenance of golf carts.
   J) Overseeing of snack bar.
   K) Clubhouse activities.
   L) Coordination of maintenance on course.
   M) Liason between greens superintendant and sewer plant superintendant.

5) The manager would report to the City Manager, but is in the same classification as Utilities Supervisor and City Clerk.

JAN.

EXPENSES FOR NEW GOLF COURSE SEWER PLANT PROJECT

01/31/89	$1050.00	Rymon Wilborn - Expenses for meeting with bonding conferences.
01/25/89	$6650.00	Keck & Wood - Surveying Golf Course sewer property.
02/23/89	$1819.48	Keck & Wood - Surveying field services.
02/23/89	$16,875.00	Keck & Wood - Wastewater Treatment/Golf Facilities.
03/09/89	$35,000.00	Keck & Wood - Wastewater Treatment/Golf Facilities.
03/15/89	$2850.00	Keck & Wood - Consulting Services in connection with performing a land survey of 268 acre Treatment Plant/Golf Course site.

APPROPRIATION OF BONDING FUNDS

DEBT SERVICE RESERVE ACCOUNT

The account balance of this fund must be $67,000.00 plus 100% of the annual payments to be made. This amount will increase each year as the sinking fund payments also increase. A certificate of deposit was issued for the amount of $679,296.00 on March 1, 1989 for 365 days to mature on March 1, 1990. The interest rate earned will be 9.80%.

REBATE FUND

This account is for the Internal Revenue Service payment. The actual payment to IRS does not have to be made for 5 years but a transfer must be made into this account annually.

RENEWAL & EXTENSION FUND

This account is for capital improvements. There is a minimum balance of $150,000 required to be kept at all times. Any amount over the minimum may be used in the General Fund. A certificate of deposit for $200,026.62 was issued on March 9, 1989 for 365 day to mature on March 9, 1990. The interest rate earned will be 9.80%. There was also a certificate of deposit for $35,000 issued on March 15, 1989 for 182 days to mature on September 14, 1989. The interest rate earned will be 8.95%.

CONSTRUCTION FUND SERIES 1989 PROJECT ACCOUNT

All construction expenses will be paid out of this fund. A certificate of deposit for $369,186.53 was issued on March 23, 1989 for 7 days to mature on March 31, 1989. The interest rate earned will be 8.40%.

REVENUE FUND ACCOUNT

This account is for all normal operations. This account is currently held at First American Bank earning over 8% interest. All gas, water and sewer revenue is deposited into this account.

SINKING FUND PRINCIPAL ACCOUNT

Money is deposited monthly into this account to cover the amount of the annual principal payment. The amount needed varies from year to year, as does the payments.

SINKING FUND INTEREST ACCOUNT

Money is deposited monthly into this account to cover the amount of the annual interest payment. The amount needed varies semi-annual as does the payments.

MAYOR & COUNCIL MEETING
MONDAY, FEBRUARY 13, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and Pledge to the Flag.
Reading of past minutes.

Letter of Appreciation given to Wes Waggoner.

Committee Reports
A) Planning & Zoning Board
   1) Replacement for Betty Sue Taylor
B) Recreation Board
C) Clean & Beautiful Committee
D) Budget & Finance

Old Business
A) Hart Noll - Closing of Right-of-Way
B) Policies & Procedures - Set date for another work session.

New Business
A) Workman's Compensation Bids
B) Syscon Corporation - Maintenance Agreement
C) Performance Bonds - Extend to 2 years.

City Manager's Report
A) Moving of Utility Department
B) Door to Pirkle House
C) Bonding Issue - Vote on Custodian of Money.
D) Request for Automatic Dialing Alarm Monitor
E) Request for Dump Truck
F) CDBG Money - $25,000

City Clerk's Report
A) Quarterly Meeting with Boards - Set date in March.
B) Request for Copier

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, FEBRUARY 13, 1989
7:30 P.M.

JAN.

M I N U T E S

Notice posted at 12:00 noon on Friday, February 10, 1989

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

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

Invocation given by Mr. Herbert Hosch. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Hawthorne moves to approve the minutes from last months meetings with changes as indicated. Second to the motion by Councilperson Queen. Vote unanimous.

Mayor Haggard presents a Resolution to Wes Waggoner, a student of Buford Elementary and a citizen of the Buford/Sugar Hill area. Mr. Waggoner was recognized for his letter written to President George Bush on the space program. All of the 4th graders in the country were asked to write a letter to President Bush and Wes Waggoner was one of the five chosen to be presented.

Planning and Zoning Board
City Manager Kathy Williamson reads the letter of resignation from boardmember Betty Sue Taylor stating that she must resign because of moving out of the city limits of Sugar Hill. Ms. Williamson recommends to the council to appoint Ms. Jeanie Brack to replace Ms. Taylor. Ms Brack is currently on the Planning & Zoning Board of Appeals but request the change due to a conflict in her work schedule and the monthly Planning and Zoning Board of Appeals meetings. Councilperson Hawthorne moves to accept the recommendation. Second to the motion by Councilperson Queen. Vote unanimous.

Recreation Board
Councilperson Queen reports the board is currently planning for the Spring softball leagues.

Clean & Beautiful
Councilperson Queen reports the board proposes to purchase a tree to be planted at the E. E. Robinson Park to commemorate Arbor Day and the 50th anniversary of Sugar Hill becoming a city. Councilperson Queen also noted the cabinets for the Community Center have been installed and recognized Mr. Ed Phillips for donation his time to install them.

Budget & Finance
Councilperson Hawthorne reports the figures from the budget do not give an accurate view of January 1989 expenses because of December 1988 bills being paid in January.

Hart Noll-Closing of Right-of-Way
City Manager Kathy Williamson refers to the letter of opinion from the city attorney, Lee Thompson, that states the easement is not a city street therefore the city should not get involved and leave it to the private residents. Resident Jack Atkins addresses the council stating he only has two lots and will not sell to a developer.

City Manager Williamson explains that city will not recognize the easement as a street until building and grading permits have been gotten. The street must be maintained one year before the city will take responsibility for it. The developer of Forest Green, Lewis Richardson, states there was no easement when Forest Green was developed. Mr. Atkins states the easement was there and he can get documentation proving this and that the easement does belong to him. Councilperson Morris states there is not a street there yet so there is nothing for the council to vote on. Mr. Hart Noll states that there is no problem at this time as long as everything is as stated before. Mr. James Jameson asks City Manager Williamson if the city engineer was every contacted about the 200 ft sight distance. Ms. Williamson states that the city engineer and the city building inspector did look at the situation. It was decided between the two if a subdivision went in there would have to be a deceleration lane at the crest of the hill but if there were only two houses on these lots, this would not be necessary.

Policies and Procedures
City Manager Kathy Williamson states the city clerk will set a date for the meeting to go over the policies and procedures. The city clerk will then notify the Mayor and Council of a date and time.

Workman's Compensation Insurance
See bids. City Manager Williamson recommends the council to accept the bid from GMA. She reminds them of last years bid from Fireman's Fund of approximately $8,500.00. The actual amount spend was over $25,000.00. Councilperson Hawthorne moves to adopt the proposal from GMA. Second to the motion by Councilperson Morris. Vote unanimous.

Syscon Corporation - Maintenance Agreement
City Manager Kathy Williamson states this is submitted for review for the council.

Performance Bond
Refer to memo. Councilperson Hawthorne asks City Manager Kathy Williamson if this would be an amendment to our ordinance. She stated it would be. Councilperson Hawthorne then states it must be advertised. He moves to take the necessary action for this amendment. Second to the motion by Councilperson Queen. Vote unanimous.

Moving of Utility Department
City Manager Williamson recommends to the council to move the utility department from city hall to the city's property located on Hillcrest Drive. This would help with the problem of parking at city hall. Councilperson Hawthorne asks what modification would need to be made. City Manager Williamson states that there would need to be an area fenced to secure the city vehicles at night but this would be the only modification needed. The city's prison detail will put the fence so the only expense incurred will be the cost of the materials for the fence. There will also be a city employee staying in the back of the house to keep a watch on the equipment. Councilperson Queen moves to go with City Managers recommendation. Second to the motion Councilperson Morris. Vote unanimous. Councilperson Hawthorne requests the expenses to be kept seperate.

JAN.

Door to Pirkle House
Mayor Haggard explains that the Sudderth Family would like to have the door that was on the front of the Pirkle house. He explains that the door has been in the family for years and is of very sentimental value to the family. The Sudderth family is requesting a letter from the city releasing the person who now has custody of the door, of all liability. Councilperson Morris states that he does not think the city needs to give into this person just because they have made threats that they would destroy the door before it would be given to the city. Mayor Haggard states he would rather give the letter to the Sudderth family, letting them get the door and then let the Mayor & Council present them with the door from the citizens of the City of Sugar Hill. Councilperson Hawthorne moves to send a letter of approval stating the city will donate the door to the family. Second to the motion by Councilperson Queen. Vote unanimous.

Custodian for Bonding Issue
City Manager Williamson recommends Trust Company Bank to be the custodian of the bond money. Councilperson Hawthorne move to accept city managers' recommendation. Second to the motion by Councilperson Morris. Vote unanimous.

Automatic Dialing Alarm Monitor
City Manager Williamson states this proposal is for review by the Mayor and Council. It would be installed at the Pinecrest and Oakgrove Liftstations.

Request for New Dump Truck
Refer to bids. City Manager Williamson recommends Peachstate Ford's bid of $25,995.04 for a diesel dump truck. Councilperson Fowler moves to accept the recommendation. Second to the motion by Councilperson Morris. Vote unanimous.

Community Development Block Grant
City Manager Williamson informs the Mayor & Council the city has received $25,000.00 from the CDBG. The plans for the money are to build another pavilion and restrooms at the E.E. Robinson Park.

Quarterly Meeting with Boards
There will be quarterly meeting with boardmembers to keep them up-to-date on their responsibilities. The city clerk will notify the council and boardmembers of the meeting to be set in March.

Request for Copier
Refer to bids. City Clerk Judy Foster recommends in writing that the council purchase the Mita DC-3285 for $5,893.00. Councilperson Hawthorne moves to accept the recommendation. Second to the motion by Councilperson Fowler. Vote unanimous.

Council Reports
Nothing to Report.

Citizens Comments

Citizen Al Higgins of Frontier Drive states there are three potential problems on Frontier Drive. The amount of traffic, the speed of the traffic and discarding of trash. Mr. Higgins reported to the Gwinnett Co. Police Dept. about the problem of speeding and was told the problem would be looked into. At this date, the problem has not been solved. Councilperson Hawthorne request City Manager Williamson contact the Gwinnett Co. Police Dept. and notify them of the concern. Councilperson Hawthorne also recommends the city see about getting the streets stripped. City Manager Williamson states she has written a letter request and was told no collector street would be marked, the city would have to have this done themselves. Mr. Ed Phillips request something be done about the intersection of Pass Court and Craig Drive. Councilperson Hawthorne states the city might consider a three way stop, as it has improved the situation on Roberts Dr.

Adjournment

Councilperson Hawthorne moves to go into executive session for a personnel meeting. Second to the motion by Councilperson Morris. Vote unanimous.

Meeting adjourned at 8:55 p.m.

Chandra Free

Executive Session called to order at 9:15 p.m. In attendance: Mayor George Haggard, Mayor Pro Tem Dave Hawthorne, Councilpersons Bobbie Queen, Bobby Fowler, and Thomas Morris. There were discussions of personnel policies and hiring of additional personnel. Councilperson Hawthorne moves to adjourn executive session to go to regular meeting. Second to the motion by Councilperson Morris. Vote unanimous. Meeting adjourned at 10:45 p.m.

Meeting called to order at 10:45 p.m. Councilperson Hawthorne moves to adjourn. Second to the motion by Councilperson Morris. Vote unanimous.

Meeting adjourned at 10:45 p.m.

Chandra M Free

JAN.

Greg Lehman asks what the revenues for the golf course are based on rate wise. Jim Stanley states that it was based on a figure of $15 for greens fees and $7.50 for cart fees.

Kurt Russell asks what is the estimated completion date of the project. Jim Stanley states that it is estimated for April 1992.

Tom Brooks states that he is opposed to the project.

Greg Smith asks what guarantee is there that the golf course is going to make money. Councilperson Hawthorne states that there is no guarantees in life and that no one could guarantee that. Mr. Dunsha states that the object of this plan is to provide the city with a wastewater facility and the golf course not only gives the city recreation but is also used in this project.

Mike Gamble asks if the city has decided not to build the last 9 holes of the course. Jim Stanley states that the information that was used in determining this project was based on historical information of the city and if the costs become too high the city may decide not to build those.

Mayor Haggard asks for a short recess.

Meeting called back to order at 9:20 p.m.

<u>Rezoning Request - Public Hearing - John Stone</u>
The P&Z Board recommends that the council give Mr. Stone a condition zoning for the property off of Spring Hill Drive. Councilperson Queen moves to grant the rezoning request with a conditional zoning of RS100 which would allow 12,000 sq. ft. lots and 1,400 sq. ft. houses. Motion seconded by Councilperson Davis. Vote 2 for, 2 opposed; Fowler and Morris. Councilperson Hawthorne abstains. Mayor Haggard denies the request.

Allen Jefferson than what P&Z recommended

<u>Rezoning Request - Public Hearing - Shelley Bailey</u>
The P&Z Board recommends that the council grant the request to change the zoning from AF to BG. Mr. Bailey states that the property would be used for a remote control car race track and a shop for supplies for the cars. Councilperson Hawthorne moves to grant the rezoning request from AF to BG zoning with the exception that if the property is sold, the new property owner must come before the council before another business could be operated at this address. Motion seconded by Councilperson Morris. Vote unanimous.

<u>High Pressure Gas Line</u>
City Manager Kathy Williamson states that $100,000 was budgeted for this year to run the high pressure gas line down Suwanee Dam Road and she can get this done for $83,160. Councilperson Hawthorne states that the money was budgeted for and that she has administrative authority to continue with that project.

Councilperson Hawthorne moves to adjourn into a closed meeting with the bonding counsel. Motion seconded by Councilperson Morris. Vote unanimous.

Meeting adjourned at 9:47 p.m.

Judy Foster

JAN.

Betty Sue Taylor
4382 White Oak Drive
Sugsr Hill, Georgia 30518

January 18, 1989

Kathy Williamson
City Manager
CITY OF SUGAR HILL
4988 West Broad Street
Sugar Hill, Georgia 30518

Dear Kathy;

This letter represents my formal resignation from the Sugar Hill Planning and Zoning Board. My decision is a result of a very recent decision to relocate our home outside the Sugar Hill City Limits. Having served on this committee for such a short period of time, I feel my input has been very limited in this area; however, I do want you to know the respect I have to all those people involved in the Sugar Hill City Government. Many hours of hard work go into this well managed city. I appreciate the opportunity of having served in this position.

Having been a citizen of Sugar Hill for fourteen years, I will truly miss all the amenities I have been offered. With regret, but much anticipation, my family and I leave Sugar Hill in March 1989. We say "Thanks" and keep up the great work.

Sincerely,

Betty S. Taylor

JAN.

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

T. MICHAEL TENNANT
GERALD DAVIDSON, JR.
V. LEE THOMPSON, JR.
VICTORIA SWEENY
TERESA THOMAS ATHENS
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GLENN P. STEPHENS
KATHRYN McCART SCHRAGER

Longleaf Commons
600 Longleaf Drive, Lawrenceville, GA 30245
Telephone 404/963-1997
Telephone Copier 404/822-2013

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

February 9, 1989

Mayor and City Council
City of Sugar Hill, Georgia

Re: Requests to Abandon Public
Right-of-Way

CONFIDENTIAL ATTORNEY-CLIENT CORRESPONDENCE

Dear Mayor Haggard and Members of the City Council:

I am writing at the request of the City Manager, Kathy Williamson, to provide you with an opinion concerning the legal rights and obligations of the City concerning a request to close a public right-of-way. At your last council meeting, two citizens requested that you close or abandon a public right-of-way which lies adjacent to their property and provides access to another piece of property. The citizens contend that this right-of-way has been dedicated to the City and constitutes a City street.

I have discussed this matter with Kathy Williamson on several occasions and have also discussed this matter with Pat Garner, an attorney who apparently represents some of the adjacent landowners. Based on these conversations, it appears that the right-of-way has been dedicated to the public by the recording of a subdivision plat. It also appears that the property has never been developed as a street, but has been used as a driveway to private property. Ms. Williamson advises me that the City has never developed a street on this property, has never done any maintenance of any street on this property and has never formally accepted the property as a city street or had accepted a deed to the property.

Based upon the information provided, it appears that the area under discussion is a public right-of-way but is not a city street which has been accepted by the City of Sugar Hill. Unless the City has officially accepted a deed to this street, or has taken some other action which would constitute acceptance, the property is not a public street. Since the right-of-way has never been accepted as

a public street, the City is not authorized to abandon or close the right-of-way. Even if the City had accepted the right-of-way as a public street, the City could only abandon the street by passing a resolution determining that the street was no longer needed by the public and offering the property to the owner from which the property was obtained or his successors in title for an amount of not less than the amount paid by the City for the right-of-way. Obviously, I have not done enough research to determine who dedicated this right-of-way to the public or who would have rights to the property if the City should determine that it had formerly accepted the property as a city street.

In summary, it is my opinion that the property under discussion is not a city street and that the City has never accepted the right-of-way as a city street. Thus, I do not feel that the City has the authority to close or abandon this right-of-way and feel that this matter should be left to the private property owners.

If you desire for me to do additional research in this matter, or if you have additional questions regarding this matter, please contact me.

Sincerely,

TENNANT, DAVIDSON
THOMPSON & SWEENY, P.C.

V. Lee Thompson, Jr.

VLT:sd

To Honorable Mayor and City Council
of Sugar Hill,Georgia

Subject Request to permanently close
proposed street.

We request that the double driveway between the homes of Mr. and Mrs. James Jameson and Mr. and Mrs. Hart Noll remain just that; a double driveway as it has been for approximately 16 years. We further ask that the driveway never be changed to a street.

Within the last two years, Mr. Jack Atkins approached us and asked that we agree to let him extend the said driveway to service two lots, he was having surveyed behind the Jameson and the Noll properties. He assured us, we believe in good faith, the sole purpose was to give each of his two sons a lot for them to build on. Now circumstances have changed, neither son is interested in building or living on the property. Mr. Atkins attempted to sell the two lots without success through a real estate company. Mr. Atkins has indicated he is going to sell his present home as well as this parcel of land as one and move to north Georgia leaving the treat of a subdivision on this parcel of land.

We feel sure that some members of the Council will remember the furor that was caused when Mr. Heard tried to change the adjacent land to apartment buildings.

We know a precedant has been set with regard to permanently closing off a proposed street, one has already been closed on Forest Green Drive.

We also attended the meetings on the Old Mill subdivision and know from that meeting there was a question of safety with regard to a street exiting into traffic so near the crest of a hill. This double driveway/ proposed street is right at the crest of the same hill and certainly would be a safety hazzard as a street.

If the double driveway were converted to a street, without widening, which would surely be required using the existing width of the driveway as it exists the distance from Jameson's garage is forty-one feet, from the Noll's garage to driveway edge is about thirty-five feet,six inches. Both garages now exit into the double driveway. If the driveway were to become a street, both houses would exit onto a street at the crest of a hill and compound the safety hazzard.

ORIGINAL

Closing this driveway from further extension will not cause a hardship as this is the way the property was when Mr. Atkins purchased it. Mr. Atkins or the future owner of the property will have access from Mr. Atkins property.

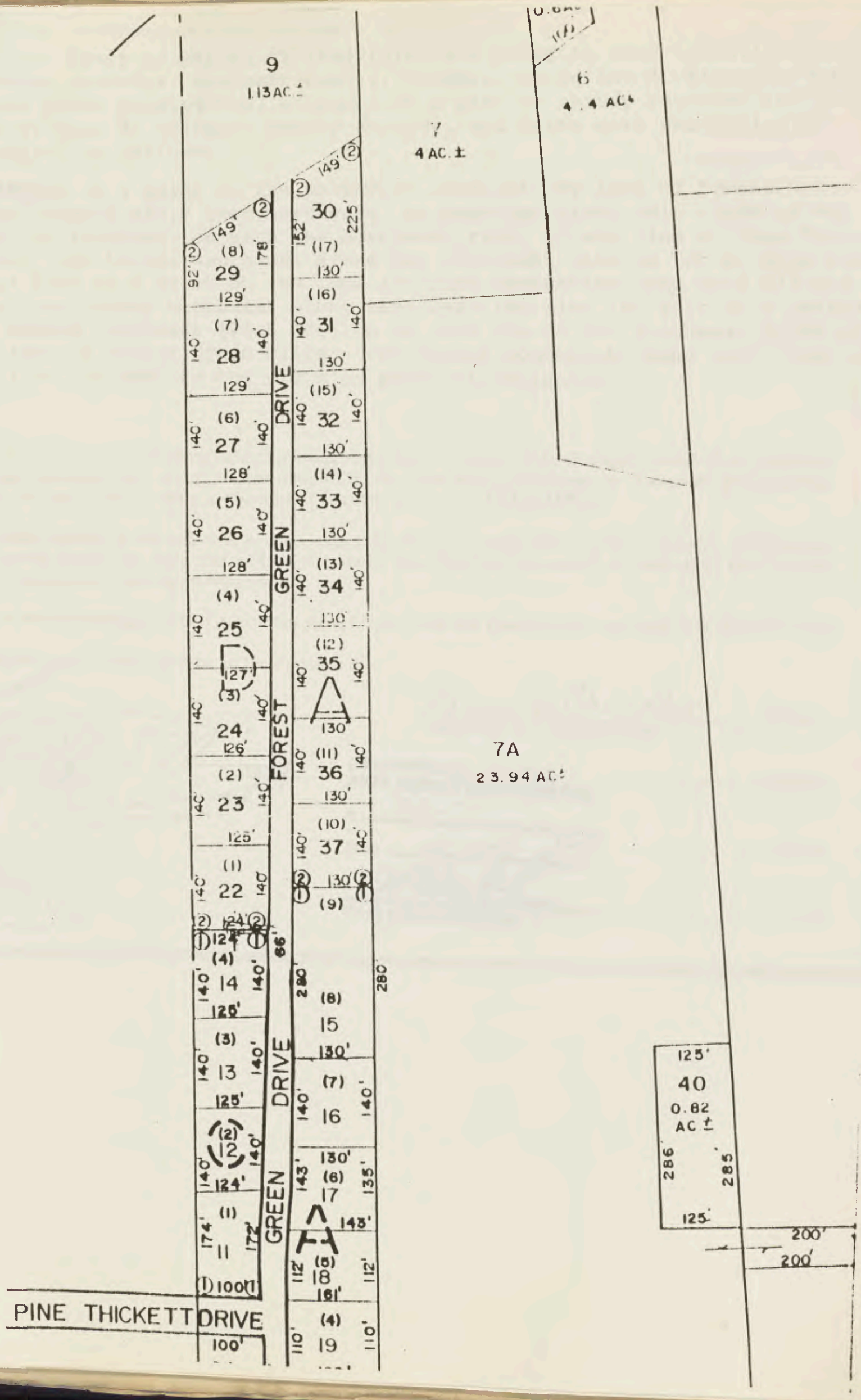
We respectfully ask the change be implemented and express our gratitute for your consideration.

James Jameson

Alecia Jameson

Hart Noll

Beverly Noll


9
1.13 AC.±
7
4 AC.±
6
4.4 AC±
7A
23.94 AC±
40
0.82 AC±
GREEN FOREST DRIVE
GREEN DRIVE
PINE THICKETT DRIVE

unto Grantee, the following described real property, to wit:

ALL that tract or parcel of land lying and being in Land Lot 271 of the 7th Land District, Gwinnett County, Georgia, being Lot 4, Block C, Unit 1 Forest Green Subdivision, as shown on a plat of survey recorded in Plat Book V, page 3, Gwinnett County Records, and being more particularly described as follows:

BEGINNING at a point on the southwest right of way line of Forest Green Drive located 452.7 feet northwest, as measured along said right of way from its intersection with the northwest right of way line of Pine Thicket Drive; run thence southwest along the northwest line of Lot 3, said block 125.1 feet to a point on the land lot line separating Land Lots 271 and 272; run thence northwest along said land lot line 140 feet to a point; run thence northeast 124.5 feet to an iron pin on the southwest right of way line of Forest Green Drive; run thence southeast along said right of way line 140 feet to the place or point of beginning.

TO HAVE AND TO HOLD the above-described tract or parcel of land, 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 Grantee, forever, in FEE SIMPLE.

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Notary Public, Georgia State at Large
My Commission Expires August 24, 1985

STATE OF GEORGIA AT LARGE NOTARY PUBLIC

Nancy S. Chandler (SEAL)
NANCY S. CHANDLER

(SEAL)

GWINNETT CO., GEORGIA
REAL ESTATE TRANSFER TAX
$ 75.50

Date 6-26-84 (SEAL)

Clerk of Superior Court (SEAL)

MAYOR & COUNCIL MEETING
FEBRUARY 10, 1986
MINUTES, CONT'D

NEW BUSINESS

CITY MANAGER ADDRESSES COUNCIL ON THE ATLANTA BUSINESS COMMUNICATIONS TELEPHONE SYSTEM CONTRACT WHICH WOULD ALLOW THEM TO REPAIR OR PERHAPS REPLACE THE TELEPHONES FOR AN ANNUAL FEE OF $300.00. MR. WILKINSON STATES THAT IT IS THE REQUEST OF THE ADMINISTRATION THAT THE CONTRACT BE APPROVED. COUNCILPERSON HAWTHORNE MOVES TO ACCEPT THE CONTRACT AS WRITTEN. SECOND TO THE MOTION BY COUNCILPERSON CALDWELL. VOTE UNANIMOUS.

CITY MANAGER ADDRESSES COUNCIL ON THE ICMA RETIREMENT RESOLUTION. COUNCILPERSON HAWTHORNE MAKES MOTION TO ACCEPT RESOLUTION AS WRITTEN. COUNCILPERSON CALDWELL SECONDS. VOTE UNANIMOUS. MAYOR JOHNSON QUESTIONS THE VALIDITY OF THE RESOLUTION IF THE CITY CLERK WERE TO SIGN IT. THEREFORE, COUNCILPERSON HAWTHORNE STATES THAT HE WOULD LIKE TO AMEND HIS MOTION SO THAT MAYOR SIMON JOHNSON WOULD BE ABLE TO SIGN THE RESOLUTION.

CITY MANAGERS REPORT

DISCUSSION OF NOVA. COUNCILPERSON HAWTHORNE MAKES MOTION TO ACCEPT CHECK AND AUTHORIZE CITY MANAGER TO REPAIR VEHICLE AT THE LEASE COST TO THE CITY. COUNCILPERSON QUEEN SECONDS THE MOTION.

CITY MANAGER STATES THAT HIS REQUEST TO PURCHASE A POLISHER-WAX-STRIPING MACHINE IS NO LONGER NEEDED SINCE THE BUFFER HAD BEEN REPAIRED FOR LESS THAN $50.00.

CITY MANAGER ADDRESSES THE SITUATION WITH MR. JACK ATKINS. COUNCILPERSON MORRIS STATES THAT THE CITY SHOULD ONLY ALLOW A CURB CUT AND THAT WE WOULD NOT BE ANY FURTHER INVOLVED IN THE MATTER. COUNCILPERSON HAWTHORNE STATES THAT THE DRIVE SHOULD ALSO BE PAVED.

COUNCIL REPORT

COUNCILPERSON QUEEN STATES THAT THE IDA COMMITTEE HAS DONE RESEARCH ON ANNEXING PROPERTY DOWN PEACHTREE INDUSTRIAL BOULEVARD AND THAT SUWANEE KEEPS ON MOVING THEIR CITY LIMITS CLOSER AND CLOSER TO OURS AND THAT SHE THINKS THAT THE MAYOR AND COUNCIL SHOULD LOOK AT ANNEXING THESE PROPERTIES INTO THE CITY LIMITS. MAYOR JOHNSON STATES THAT IT WOULD BE MORE ENTICING TO DO SO AFTER OUR SEWAGE HAS EXPANDED. COUNCILPERSON HAWTHORNE STATES THAT HE WILL MEET WITH MILTON BROGDON OF THE IDA BOARD AND DISCUSS THIS MATTER.

JAN.

G M A WORKERS' COMPENSATION SELF-INSURANCE FUND

Servicing Company : FRED. S. JAMES & CO. OF GEORGIA, INC.

February 9, 1989

Ms. Holly Burell, Deputy Clerk
City of Sugar Hill
4988 West Broad Street
Sugar Hill, Georgia 30518

Dear Ms. Burell:

Thank you for giving us the opportunity to provide a quotation on your Workers Compensation program through the GMA Workers Compensation Self-Insurance Fund. Fred S. James & Co. of Georgia, Inc. has been administering self-funded Workers Compensation benefits for private corporations and associations for 15 years and we presently administer for five associations in Georgia, including the GMA.

The GMA Workers Compensation Fund was established in 1982 with 35 city members and $400,000 in annual premium. The Fund currently hosts over 263 City members and over $5,000,000 in annual premium.

Based on the payroll information you provided, we figured an estimated pro-rata premium of $16,117 for the period March 15, 1989 to January 1, 1990.

The benefits provided by the GMA Workers Compensation Self-Insurance Fund are the same statutory benefits that are required by all Workers Compensation programs in the state of Georgia. In addition, we believe the service that your city will receive in the areas of claims administration and payment will be far superior to service you may have received in the past.

Applications submitted for membership in the GMA Workers Compensation Self-Insurance Fund must be approved by the Insurance Department of the State of Georgia and until such time as official notice is issued there is no coverage through the Fund.

Since it usually takes two to three weeks to receive approval from the State, it is imperative that you complete the enclosed application and return it to my attention as soon as possible should the City of Sugar Hill elect to participate in the GMA Workers Compensation Self-Insurance Fund.

Should you have any questions pertaining to the Fund or if you would like a representative of the Fund to meet with you, please let me know.

Sincerely,

Bonnie Corey

Bonnie Corey, CPCU

cc: Mr. Cal Wray, GMA
Mr. Greg Fender, GMA
Mr. Dick Stobbs, FSJ

3333 Peachtree Road, N.E., Suite 500, Atlanta, Georgia 30326 404/237-8444 Telex 804403

GMA WORKERS COMPENSATION SELF INSURANCE FUND
PARTICIPATING CITIES AS OF 12/31/88

ABBEVILLE
ACWORTH
ADEL
ADRIAN
AILEY
ALAMO
ALAPAHA
ALMA
ALTO
AMERICUS
ARABI
ARAGON
ARLINGTON
ASHBURN
ATTAPULGUS
AUSTELL
AVERA
AVONDALE EST
BACONTON
BAINBRIDGE
BALLGROUND
BARWICK
BAXLEY
BERKELEY LAKE
BERLIN
BLACKSHEAR
BLAIRSVILLE
BLOOMINGDALE
BLUE RIDGE
BOGART
BOSTON
BOWDON
BOWMAN
BREMEN
BRONWOOD
BROOKLET
BROXTON
BUCHANAN
BUENA VISTA
BUTLER
BYROMVILLE
BYRON
CAIRO
CAMILLA
CANTON
CARLTON
CARNESVILLE
CARROLLTON
CARTERSVILLE
CAVE SPRING
CEDARTOWN
CHAMBLEE
CLARKESVILLE
CLARKSTON
CLAYTON
CLEVELAND
CLIMAX
COCHRAN
COLBERT
COLLINS
COLQUITT
COMER
CONCORD
CONYERS
CORDELE
CORNELIA
CRAWFORDVILLE
CULLODEN
CUTHBERT
DAHLONEGA
DALLAS
DANIELSVILLE
DARIEN
DAWSON
DAWSONVILLE
DEMOREST
DOERUN
DONALDSONVILLE
DORAVILLE
DOUGLASVILLE
DUBLIN
DUDLEY
EASTMAN
EAST DUBLIN
EATONTON
EDISON
ELLAVILLE
ELLENTON
ELLIJAY
EMERSON
ENIGMA
ETON
FAIRBURN
FAIRMOUNT
FAYETTEVILLE
FLOVILLA
FOLKSTON
FORT GAINES
FORT OGLETHORPE
FORT VALLEY
FRANKLIN
GARDEN CITY
GIBSON
GLENNVILLE
GLENWOOD
GORDON
GRANTVILLE
GRAY
GREENSBORO
GRIFFIN
GRIFFIN/SPALDING REC
GROVETOWN
GUYTON
HAHIRA
HAMPTON
HARLEM
HAWKINSVILLE
HELENA
HEPHZIBAH
HIGGSTON
HIRAM
HOBOKEN
HOGANSVILLE
HOLLY SPRINGS
HOMELAND
HOMERVILLE
HOSCHTON
IDEAL
IRWINTON
JASPER
JEFFERSON
JENKINSBURG
JONESBORO
KINGSLAND
KINGSTON
LAFAYETTE
LAKE CITY
LAKE PARK
LAKELAND
LEXINGTON
LILBURN
LINCOLNTON
LOCUST GROVE
LOOKOUT MOUNTAIN
LUMBER CITY
LUMPKIN
LYONS
MANCHESTER
MANSFIELD
MARSHALLVILLE
MCCAYSVILLE
MCDONOUGH
MCINTYRE
MCRAE
MENLO
METTER
MILLEDGEVILLE
MILLEN
MOLENA
MONTEZUMA
MONTICELLO
MOUNT AIRY
MOUNT VERNON
MOUNT ZION
MOUNTAIN PARK
NAHUNTA
NELSON
NEWINGTON
NEWNAN
NEWNAN WATER & LIGHT
NEWTON
NICHOLLS
NICHOLSON
NORCROSS
NORMAN PARK
OAKWOOD
OCILLA
OCONEE
ODUM
OGLETHORPE
OMEGA
PATTERSON
PEACHTREE CITY
PEARSON
PEMBROKE
PINE MOUNTAIN
PINEVIEW
PLAINS
POOLER
PORT WENTWORTH
PORTERDALE
POWDER SPRINGS
RAY CITY
REBECCA
REIDSVILLE
REMERTON
REYNOLDS
RICEBORO
RICHLAND
RICHMOND HILL
RINCON
RINGGOLD
ROBERTA
ROCHELLE
ROSSVILLE
RUTHLEDGE
SANDERSVILLE
SCOTLAND
SCREVEN
SENOIA
SHELLMAN
SHILOH
SILOAM
SKY VALLEY
SMITHVILLE
SNELLVILLE
SOCIAL CIRCLE
SOPERTON
SPARKS
SPRINGFIELD
STATESBORO
STATHAM
STOCKBRIDGE
STONE MOUNTAIN
ST. MARYS
SUMMERVILLE
SUWANEE
SWAINSBORO
SYCAMORE
SYLVANIA
SYLVESTER
TALBOTTON
TALLAPOOSA
TEMPLE
TENNILLE
THOMSON
THUNDERBOLT
TIFTON
TIGNALL
TOCCOA
TOOMSBORO
TRENTON
TUNNELL HILL
TWIN CITY
TY TY
TYBEE ISLAND
TYRONE
UNION CITY
UNION POINT
VIENNA
VILLA RICA
WADLEY
WARM SPRINGS
WARWICK
WASHINGTON
WATHOURVILLE
WATKINSVILLE
WAVERLY HALL
WAYNESBORO
WHIGHAM
WHITE
WHITESBURG
WILLACOOCHEE
WINTERVILLE
WOODBINE
WOODBURY
WOODVILLE
WRENS
WRIGHTSVILLE
YOUNG HARRIS
ZEBULON

CITY OF: Sugar Hill

EFFECTIVE DATE: 3/15

JAN.

CLASSIFICATION OF OPERATIONS	CODE NO.	PAYROLL	RATE	EST. PREMIU
Police Officers & Drivers	7720		6.34	
Clerical Office Employees	8810	147,181	.51	751
St. or Rd. Construction	5506		15.24	
Municipal Employees	9410		8.23	
Garbage Collection	9403		11.80	
Bldgs. NOC Operations by Owner	9015		7.75	
Fireman	7704		4.26	
Auto Repair Shop	8380		5.50	
Park Employees	9102		3.45	
Sewage Disposal Plt. Oper.	7580		4.43	
Waterworks Operations	7520	146,328	6.06	8,867
Gas Co. Natural	7502	110,968	7.88	8,744
Gas Mains	6319		9.52	
Electric Light Power & Dr.	7539		6.79	
St. Cleaning	9402		8.95	
Cemetary Oper. & Dr.	9220		6.96	
Drivers NOC	7380		7.27	

Total Estimated Premium: 19,996

Pro Rata Factor: .800 '89

Estimated Pro Rata Premium: 15,997

Plus Expense Constant: 120

Total Estimated Pro Rata Premium: 16,117

Total Manual Premium: 18,362

Experience Modification: 1.21

Total Standard Premium: 22,218

Less 10% Discount: 2,222

Plus Expense Constant: 120

Total Annual Normal Premium: 20,116

Metro-Commercial Insurance Agency, Inc.

6760 JIMMY CARTER BLVD. / SUITE 145 / NORCROSS, GEORGIA 30071
404/447-6547

FEBRUARY 10, 1989

CITY OF SUGAR HILL
4988 W. BROAD STREET
SUGAR HILL,GA. 30518

ATTN: MS. HOLLY BURELL

RE: WORKERS' COMPENSATION POLICY #260 WZA 80369915
EFFECTIVE 3/15/89 TO 3/15/90

DEAR HOLLY:

ATTACHED IS THE REVISED RENEWAL PROPOSAL FOR WORKERS' COMPENSATION FROM FIREMAN'S FUND INSURANCE COMPANY.

THIS REFLECTS THE PAYROLL CHANGES WE DISCUSSED AT OUR MEETING ON JANUARY 16, 1989.

PLEASE LET ME KNOW IF YOU NEED ANY FURTHER INFORMATION.

SINCERELY,

J. R. PEEVY

To pr 1-30-89 KA

JAN.

Rating Worksheet - WORKERS' COMP

Page 1

POLICY NUMBER 2 60 WZA 80369915

CO 07 / 07

FIREMAN'S FUND INSURANCE COMPANIES
MAIL ADDRESS NOVATO CALIFORNIA

Insured SUGAR HILL

Quote 60-53545-03

Producer METRO/COMMERCIAL INS. AGENCY, INC.

Policy Period 03-15-89 to 03-15-90

Risk/Member

RENEWAL UW 0702

Rating Period 03-15-89 to 03-15-90

Date Rated 01-26-89 Issued

STATE GEORGIA NON-PAR ASSIGNED RISK
COMPANY 07 COVERAGE B LIMIT $100,000/ $500,000/ $100,000

CODE NO.		CLASSIFICATION OF OPERATIONS	PREMIUM BASIS	RATES	ESTIMATED PREMIUMS
8810	A	CLERICAL OFFICE EMPLOYEES NOC	191,798	.62	1,189
7520		WATERWORKS OPERATION & S, D	143,312	7.40	10,605
7502	A	GAS COMPANY: NATURAL-LOCAL DISTRIB-	78,728	9.62	7,574

TOTAL CLASSIFICATION PREMIUM FOR THE STATE 19,368

9837 PART TWO INCREASED LIMIT PREMIUM ( )
9843 TO EQUAL PART TWO MINIMUM PREMIUM OF
NOT SUBJECT TO EXPERIENCE MODIFICATION
SUBJECT TO EXPERIENCE MODIFICATION 19,368
EXPERIENCE MODIFICATION 1.210 DEBIT AMOUNT 4,067
9034 RATE DEVIATION (%) CREDIT AMOUNT
9887 SCHEDULE MODIFICATION (%) CREDIT AMOUNT
PRELIMINARY STATE PREMIUM 23,435
STATE LOSS CONSTANT
(PRELIM POLICY PREMIUM 23,435) EXPENSE CONSTANT (0900)
(PRELIM STD PREM 23,435)TO EQUAL MINIMUM PREMIUM OF 750
STANDARD PREMIUM 23,435
NOT SUBJECT TO PREMIUM DISCOUNT
SUBJECT TO PREMIUM DISCOUNT 23,435
0063 LESS PREMIUM DISCOUNT (8.6) 2,015
NON-SURCHARGED ESTIMATED ANNUAL PREMIUM 21,420
ASSIGNED RISK SURCHARGE ( )
EXPENSE CONSTANT (0900) 120
TAX LOC TOTAL ESTIMATED ANNUAL PREMIUM 21,540

INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE: ANNUALLY

"Revised"

RECEIVED JAN 3 0 1989

JAN.

M E M O

TO: MAYOR & COUNCIL

FROM: CITY BUILDING INSPECTOR

SUBJECT: PERFORMANCE BONDS

On page 33 & 34, Section F, (Bonds of Escrow) in our Subdivision Ordinances, it states that the performance bond that is placed by the developer for roads and utilities is only good for one year. Due to the fact that most developments are not built out in 12 months. This still allows large trucks to utilize the roads with supplying building materials. We are requesting this requirement be changed to the development be built out 95% or 2 years whichever comes first. This will guarantee the city a longer period of time to cover the project.

BID FROM ANDEAN MOTOR COMPANY

List Price - $24,378 plus dump

Sale Price - $23,365

Will hold up to 28,000 lbs.

JAN.

E-Z SPECS

		E-Z SPEC NUMBER								
149" WB	FXV			6464J						
167" WB	FYL			6478J						
173" WB	FRV			6489J						
189" WB	FWS	6511J	6565J	6507J	6626J					
203" WB	FPQ		6520J	6495J						
218" WB	FPL	6532J	6533J							
VEHICLE APPLICATION										
TRUCK APPLICATION	RQ2	X	X	X	X					
ENGINE EQUIPMENT										
GM: 366 Cu In V-8 Gasoline	L86	X	X	X	X					
AIR CLEANER: Paper Element	KRG	X	X	X	X					
AIR COMPRESSOR: 12 Cu Ft Belt Driven	KYA	-	-	-	X					
ALTERNATOR: 70 Amp Delcotron	K73	X	X	X	X					
BATTERY: Single 12V Freedom	UQX	X	X	X	X					
COOLING: Heavy-Duty Radiator	V01	X	X	X	X					
EXHAUST EQUIPMENT										
EXHAUST: Dual Horizontal	N10	X	X	X	X					
TRANSMISSION EQUIPMENT										
FULLER FS4005C 5-Sped Short Fourth	MSA	X	X	-	-					
FULLER FS4005B 5-Spd	MSC	-	-	X	X					
FRONT AXLE AND SUSPENSION										
FRONT AXLE: 9,000 Lb Cap	FS4	-	-	-	X					
FRONT AXLE: 9,000 Lb Cap	F43	-	X	X	-					
FRONT AXLE: 7,000 Lb Cap	F48	X	-	-	-					
FRONT SPRINGS: 9,000 Lb Cap	F94	X	X	X	-					
FRONT SPRINGS: 12,000 Lb Cap	F96	-	-	-	X					
FRONT TIRES AND WHEELS										
CAST: 20 x 7.0-5° Firestone	QK3	X	X	X	X					
9.00 X 20E (10) Hwy	706501	X	-	-	-					
10.00 X 20F (12) Hwy	709501	-	X	X	X					
REAR AXLE AND SUSPENSION										
EATON: E19050T 19,000 Lb Cap 2-Spd	H17	X	X	X	X					
RR SUSP: 23,000 Lb Cap	G58	X	X	X	X					
AUXILIARY REAR SPRINGS	G60	X	X	X	X					
RATIO: 6.57:1 (6.57/9.14:1 W/2-Spd)	038	X	X	X	X					
REAR TIRES AND WHEELS										
CAST: 20 x 7.0-5° Firestone	QK4	X	X	X	X					
9.00 X 20F (12) Hwy	807601	X	-	-	-					
10.00 X 20F (12) Hwy	809601	-	X	X	X					
CHASSIS/FRAME EQUIPMENT										
FRAME REINF: Inverted "L"	F06	X	X	X	X					
16" x 24" RECT STEP: 50G LH	ND5	-	-	-	X					
16" x 24" RECT STEP: 50G RH	NE5	X	X	X	-					
BRAKE EQUIPMENT										
BRAKES: Hydraulic System	JE3	X	X	X	-					
BRAKES: Air System	JE4	-	-	-	X					
CAB EQUIPMENT										
DRIVER SEAT: Full Width Bench	ANZ	X	X	X	X					
HANDLES: Cab Entry	E28	X	X	X	X					
HOOD AND FENDERS: Fiberglass Tilt	T50	X	X	X	X					
RADIO: AM Pushbutton	U63	X	X	X	X					
GVWR										
7,000F 18,080R 25,080 Total GVWR		X	-	-	-					
9,000F 19,000R 28,000 Total GVWR		-	X	X	X					

INCLUDING 16' FLAT DUMP $21,885

SAME TRUCK, BUT WITH 170HP DETROIT DIESEL & DUAL BATTERIES $24,623

Fax # 945-0281

February 3, 1989
Page 1
Ref.No. 3000041392C
Level 9020

NEW TRUCK QUOTATION
ESPECIALLY PREPARED FOR:
KATHY WILLIAMSON
[illegible] OF SUGAR HILL
[illegible] WEST BROAD ST
SUGAR HILL GEORGIA 30518
Telephone (404) 945-6715

PEACH STATE FORD TRUCK SALES, INC.
I-85 at Jimmy Carter Blvd.
Norcross, Georgia 30091
Telephone (404) 449-2300

Purchase Order No.
Number of units: 1 Model: F700 Order No: Inquiry No:
****

Description

BASE MODEL - F700A
WHEELBASE, 199"WB 130"CA 75" AF 29" CAL
MAXIMUM GVW RATING -- 23100#

CAB PAINT, 9E PURE WHITE

AXLES, FRONT/REAR
FRONT AXLE, 7000# STEEL
REAR AXLE, 17500# ROCKWELL RS-17-220 (W3-SPEED, (6.50/9.07) RATIO
(WA)

AXLE RELATED ITEMS
HUBS - REAR, FERROUS
MAGNETIC TRAP DRAIN PLUG, REAR AXLE
MAGNETIC FILL PLUG-REAR AXLE, MAGNETIC TRAP FILL PLUG, REAR AXLE
SHOCK ABSORBERS, FRONT DOUBLE-ACTING TELESCOPIC
STEERING, POWER W/INTEGRAL BENDIX C-300 GEAR & 18" STEERING WHEEL
WHEEL SEALS-REAR, CHICAGO RAWHIDE (SEAL/SEAL PLUS) UNITIZED
WET-TYPE

BRAKE/BRAKE EQUIPMENT
BRAKES-HYDRAULIC FRONT, SPLIT POWER DISC
BRAKES-HYDRAULIC REAR, SPLIT POWER (15"x3/4") DRUM
BRAKE BOOSTER, HYDRAULIC
BRAKE LINING - FRONT, SEMI-METALLIC ASBESTOS-FREE
BRAKE LINING - REAR, NON-ASBESTOS
PARKING BRAKE, SPRING SET REAR WHEEL W/DASH MOUNTED CONTROL

CAB/TRIM/SEATS
CAB TYPE AND INTERIOR TRIM LEVEL, STANDARD CONVENTIONAL
TRIM COLOR - INTERIOR, CHESTNUT VINYL
SEATS, FULL WIDTH BENCH
SEAT BELTS, RETRACTABLE (LH, CENTER, AND RH)
SEAT TRIM, CHESTNUT VINYL

CAB EQUIPMENT (A THRU L)
ARM REST, LEFT HAND
ARM REST, RIGHT HAND
ASSIST HANDLES, LEFT AND RIGHT
DASH, PADDED (COLOR-KEYED)
EMERGENCY FRONT LAMP FLASHER
GAUGE, COOLANT TEMPERATURE
GAUGE, FUEL
GAUGE - SPEEDOMETER, ELECTRIC
HEADLIGHTS, HALOGEN RECTANGULAR
HEATER, STANDARD OUTPUT
HORNS - ELECTRIC, SINGLE

****

Description

LIGHTS, FIVE CAB CLEARANCE & IDENTIFICATION

CAB EQUIPMENT (M THRU Z)
MIRRORS-AUXILIARY, DUAL PAINTED CONVEX
MIRRORS - WESTERN, DUAL PAINTED
SUN VISOR, LEFT HAND INTERIOR
SUN VISOR, RIGHT HAND INTERIOR
TURN SIGNAL LAMPS, INTEGRAL
TURN SIGNAL SWITCH, STANDARD TYPE
WARNING LIGHT, AMP
WARNING LIGHTS, LOW ENGINE OIL PRESSURE
WINDSHIELD WASHER, ELECTRIC
WINDSHIELD WIPERS, TWO-SPEED ELECTRIC

ELECTRICAL
ALTERNATOR, MOTORCRAFT 60 AMP, 900 WATT, INTERNALLY REGULATED (IAR)
BATTERY, ONE 12v, 575CCA (71 AMP-HR) MOTORCRAFT MAINTENANCE-FREE
STARTER, FORD 12v

ENGINE/ENGINE EQUIPMENT
ENGINE, GAS, FORD 7.0L(429)4V V-8 (50 State) 213 HP @ 3600 RPM
AIR CLEANER, SINGLE-STAGE DRY-TYPE
CLUTCH, 12" ONE-PLATE PUSH TYPE WITH NON-ASBESTOS FACING
COOLANT RECOVERY SYSTEM, POLYETHYLENE RESERVOIR
EXHAUST SYSTEM, SINGLE LH HORIZONTAL MUFFLER AND PIPE
EATON 240
FUEL PUMP, ELECTRIC
GOVERNOR, ELECTRONIC
IGNITION SYSTEM, SOLID STATE
OIL COOLER - ENGINE, RADIATOR BOTTOM TANK
OIL FILTER - ENGINE MOUNTED, 1 QUART FULL FLOW, DISPOSABLE TYPE

FRAME
FRAME, 18.0 SM, 50000 PSI SINGLE CHANNEL W/INVERTED L REINF.

FUEL TANK
FUEL TANK, DUAL 50 GALLON RHAP STEEL STEP
EVAPORATIVE EMISSION CONTROL SYSTEM

SUSPENSION
SUSPENSION-FRONT, (9000# Capacity)
SUSPENSION-REAR MAIN, (23000# Capacity)
SPRINGS-REAR AUXILIARY, 2250# SINGLE LEAF FOR LOAD STABILIZATION ONLY

TIRE/WHEEL/RIM
TIRES - FRONT, TUBE TYPE, (2) 9.00x20E(10PR), (HW) GOODYEAR SUPER HI-MILER,
2 PC. FRONT RIMS
FRONT WHEELS/RIMS, CAST SPOKE, (2) 20x7.0 RIMS
TIRES - REAR, TUBE TYPE, (4) 9.00x20E(10PR), (HW) GOODYEAR SUPER HI-MILER,
2 PC. REAR RIMS

JAN.

February 3, 1989
Page 3
Ref.No. 0000041592C

CITY OF SUGAR HILL
4988 WEST BROAD ST
SUGAR HILL GEORGIA 30518

****

Description

REAR WHEELS/RIMS, CAST SPOKE, (4) 20/7.0 RIMS

TRANSMISSION
TRANSMISSION, 5 SPEED DIRECT, EATON FS-4005B (SOFT FOURTH)

MISCELLANEOUS EQUIPMENT
BUMPER - FRONT, FULL WIDTH STEEL, PAINTED BODY COLOR

DEALER INSTALLED EQUIPMENT
16' FLAT DUMP

PRICE PER VEHICLE QUOTED CUSTOMER. 22589.00
3889.44

NOTE : AS OF THIS DATE I HAVE THIS TRUCK AVAILABLE FOR IMMEDIATE

(TWO WEEKS) DELIVERY. THIS TRUCK IS SUBJECT TO BE SOLD.

Ernie Mitchell 2/3/89

ERNIE MITCHELL Date Customer Signature Date

Mrs Williamson let me know if you want this one. Thanks

Ernie Mitchell

1-800-732-2478

$23,365 List 24,378 Plus Dump
28,000 GDW

FEB.
MARCH
APRIL
MAY
JUNE

ERNIE MITCHELL Date Customer Signature Date

Fax #945-0281

February 6, 1989
Page 1
Ref.No. j000041592C
Level 902C

NEW TRUCK QUOTATION
ESPECIALLY PREPARED FOR:
KATHY WILLIAMSON
CITY OF SUGAR HILL
4905 WEST BROAD ST
SUGAR HILL GEORGIA 30518
Telephone (404) 945-6716

PEACH STATE FORD TRUCK SALES, INC.
185 & Jimmy Carter Blvd. (P.O. Box 808)
Norcross, Georgia 30091
Telephone (404) 449-5300

Purchase Order No. Order No: Inquiry No:
Number of Units: 1 Model: F700

****

Description

BASE MODEL - F700
WHEELBASE, 189" WB 120" CA 73" AF 296" OAL
MAXIMUM GVW RATING -- 23100#

CAB PAINT, 9E PURE WHITE

AXLES, FRONT/REAR
FRONT AXLE, 7000# STEEL
REAR AXLE, 17500# ROCKWELL RS-17-220 TWO-SPEED, (4.56/6.36) RATIO
(W7)

AXLE RELATED ITEMS
HUBS - REAR, FERROUS
MAGNETIC TRAP DRAIN PLUG, REAR AXLE
MAGNETIC FILL PLUG-REAR AXLE, MAGNETIC TRAP FILL PLUG, REAR AXLE
SHOCK ABSORBERS, FRONT DOUBLE-ACTING TELESCOPIC
STEERING, POWER W/INTEGRAL BENDIX C-300 GEAR & 18" STEERING WHEEL
WHEEL SEALS-REAR, CHICAGO RAWHIDE "SCOTSEAL PLUS" UNITIZED
WET-TYPE

BRAKE/BRAKE EQUIPMENT
BRAKES-HYDRAULIC FRONT, SPLIT POWER DISC
BRAKES-HYDRAULIC REAR, SPLIT POWER 15"x6"x3/4" DRUM
BRAKE BOOSTER, HYDRAULIC
BRAKE LININGS - FRONT, SEMI-METALLIC ASBESTOS-FREE
BRAKE LININGS - REAR, NON-ASBESTOS
PARKING BRAKE, SPRING SET REAR WHEEL W/DASH MOUNTED CONTROL

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SEATS, FULL WIDTH BENCH
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ARM REST, LEFT HAND
ARM REST, RIGHT HAND
ASSIST HANDLES, LEFT AND RIGHT
DASH, PADDED (Color-keyed)
EMERGENCY FRONT LAMP FLASHER
GAUGE, COOLANT TEMPERATURE
GAUGE, FUEL
GAUGE - SPEEDOMETER, ELECTRIC
HEADLIGHTS, HALOGEN RECTANGULAR
HEATER, STANDARD OUTPUT
HORNS - ELECTRIC, SINGLE

CITY OF SUGAR HILL
4988 WEST BROAD ST
SUGAR HILL GEORGIA 30518

****

Description

INSTRUMENTATION PACKAGE, AMMETER, OIL PRESSURE GAUGES, AND ELECTRIC TACHOMETER
LIGHTS, FIVE CAB CLEARANCE & IDENTIFICATION

CAB EQUIPMENT (M THRU Z)
MIRRORS-AUXILIARY, DUAL PAINTED CONVEX
MIRRORS - WESTERN, DUAL PAINTED
SUN VISOR, LEFT HAND INTERIOR
SUN VISOR, RIGHT HAND INTERIOR
TURN SIGNAL LAMPS, INTEGRAL
TURN SIGNAL SWITCH, STANDARD TYPE
WARNING LIGHTS AND BUZZER, LOW ENGINE OIL PRESS, LOW COOLANT LEVEL AND HIGH COOLANT TEMP
WARNING LIGHT, WATER-IN-FUEL
WINDSHIELD WASHER, ELECTRIC
WINDSHIELD WIPERS, TWO-SPEED ELECTRIC

ELECTRICAL
ALTERNATOR, MOTORCRAFT 60 AMP, 900 WATT, INTERNALLY REGULATED (IAR)
BATTERY, TWO 12v, 535CCA (71 AMP-HR) MOTORCRAFT MAINTENANCE-FREE
STARTER, DELCO TYPE 37MT 12v

ENGINE/ENGINE EQUIPMENT
ENGINE, FORD DIESEL (50 State) 6.6L 170 HP @ 2600 RPM
AIR CLEANER, SINGLE-STAGE DRY-TYPE
CLUTCH, 14" ONE-PLATE WITH NON-ASBESTOS FACING
COOLANT FILTER/CONDITIONER, FLEETGUARD SPIN-ON TYPE
COOLANT RECOVERY SYSTEM, POLYETHYLENE RESERVOIR
EXHAUST SYSTEM, SINGLE LH HORIZONTAL MUFFLER AND PIPE
EATON 240
FUEL PUMP, MECHANICAL
FUEL/WATER SEPARATOR
GOVERNOR, MECHANICAL
OIL COOLER - ENGINE, ENGINE MOUNTED
OIL FILTER - ENGINE MOUNTED, DUAL 1.5 QUART FULL FLOW DISPOSABLE TYPE

FRAME
FRAME, 18.0 SM, 50000 PSI SINGLE CHANNEL W/INVERTED L REINF.

FUEL TANK
FUEL TANK, 4M 50 GALLON FHWA STEEL STEP

SUSPENSION
SUSPENSION-FRONT, (9000# Capacity)
SUSPENSION-REAR MAIN, (23000# Capacity)
SPRINGS-REAR AUXILIARY, 2250# SINGLE LEAF FOR LOAD STABILIZATION ONLY

TIRE/WHEEL/RIM
TIRES - FRONT, TUBE TYPE, (2) 9.00x20E(10PR), (HA) GOODYEAR SUPER HI-MILER,
2 PC. FRONT RIMS

February 6, 1989
Page 3
Ref.No. 1000041592C

CITY OF SUGAR HILL
4988 WEST BROAD ST
SUGAR HILL GEORGIA 30518

****

Description

FRONT WHEELS/RIMS, CAST SPOKE, (2) 20x7.0 RIMS
TIRES - REAR, TUBE TYPE, (4) 9.00x20E (10PR), (MA) GOODYEAR SUPER
HI-MILER,
2 PC. REAR RIMS
REAR WHEELS/RIMS, CAST SPOKE, (4) 20x7.0 RIMS

TRANSMISSION
TRANSMISSION, 5 SPEED DIRECT, EATON FS-4205B (SOFT FOURTH)

MISCELLANEOUS EQUIPMENT
BUMPER - FRONT, FULL WIDTH STEEL, PAINTED BODY COLOR

DEALER INSTALLED EQUIPMENT
16' FLAT DUMP

PRICE PER VEHICLE QUOTED CUSTOMER. 25995.04

NOTE : AS OF THIS DATE I HAVE THIS TRUCK AVAILABLE FOR IMMEDIATE
(TWO WEEKS) DELIVERY. THIS TRUCK IS SUBJECT TO BE SOLD.

Ernie Mitchell 2/6/89

ERNIE MITCHELL Date Customer Signature Date

CITY OF SUGAR HILL

COMMUNITY OF PRIDE

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

JAN.

MEMO

TO: Mayor and Council

FROM: Judy Foster
City Clerk

DATE: February 10, 1989

SUBJECT: Request for Copier

I am recommending that you purchase the Mita copier at the bid of $5,800. The criteria for which I am making this recommendation is based on the needs for the machine: sorter, duplex copying and speed. My second choice would be the Minolta 490 copier. We have tried out all four of these copiers and I feel that the Mita best serves our needs and is the simplest to understand and operate.

MEMO

TO: MAYOR AND COUNCIL

FROM: CITY MANAGER

SUBJECT: UPDATE ON REVENUES & EXPENSES FOR JANUARY 1989

GENERAL FUND

There is a profit in the General Fund, this because of cashing in the Certificate of Deposit # 0813 with Gwinnett Federal for $20.363.14. This was done because the interest the city was earning was below the interest on the Federal Notes the city invests its funds with.

SANITATION FUND

The Sanitation Fund was in arrears $1,541.30 because our check from Gwinnett Sanitation did not arrive until February 1. This profit will show up in the February report.

GAS FUND

The Gas Fund only showed a $4,000.95 profit. This was due to several bills from last year arriving in January. We bought 500 gas meters in bulk to save a per meter cost of about 23%. Our pipe and fittings expense will increase because of the city running the gas mains in new subdivisions. Also the weather has been warmer and we aren't selling gas.

WATER AND SEWER FUND

The Water and Sewer Fund lost $164,410.30 this month. This was due to $107,372.70 paid to Buford for the expansion of the Southside Plant and payments of $20,000 for the 1975 water bond. There was $8,306.83 paid on expenses for the city's new sewer plant. $36,667.45 was part of the cost of the new high pressure water line down N. Price Road.

CALLED MAYOR & COUNCIL MEETING
TUESDAY, FEBRUARY 28, 1989
7:30 P.M.

A G E N D A

A) Set date for Council Meeting in June

B) Policies

C) Post Office

CALLED MAYOR & COUNCIL MEETING
TUESDAY, FEBRUARY 28, 1989
7:30 P.M.

M I N U T E S

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

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

Post Office
Mr. Loggins was present from the U.S. Postal Service and he explained how the post office would work in Sugar Hill. It would be by a contract where the city would have to finance and operate it for 3 years. The city would still have a 30518 zip code and those with a P.O. box may have additional numbers to show that. The Sugar Hill Post Office would not be able to issue food stamps, bulk mailing or postage meters. The Mayor and Council have the authority to set the hours it would be open. The city hall would have to be remodeled with assistance from the postal service. The post office could be where the Mayors office is now in city hall. The Mayor could then move his office to the back where the tag office is presently and that area could also be used as a conference area. The Postal Service would subsidize $100/year. The Postal Service would get all the revenue from the post office. The post office would be researched in 3 years and then it would be considered for a new building. The postal service would furnish all equipment needed and will train as many employees as needed to operate the post office.

Change Date for Council Meeting in June
City Clerk Judy Foster states that the GMA Convention in June is during the regularly scheduled council meeting, therefore the date needs to be changed. Councilperson Hawthorne moves to change the date to Monday, June 5, 1989. Second to the motion by Councilperson Morris. Vote unanimous.

Policies & Procedures
The Building Inspection Department and the Utilities Department Policies and Procedures were read and reviewed.

Engineering Firm
General concensus of the council to have a work session with Gene Nutter and Willard Byrd concerning the golf course.

Recreation Board
Councilperson Queen states that the Recreation Board is willing to use their CD for $12,000 to help light the other ball field at the park, however, that will not be enough money and they would like the Mayor and Council to help finance the project. Councilperson Morris moves to give $8,000 to the Recreation Board for partial financing of the lighting of the 2nd ball field. Second to the motion by Councilperson Fowler. Vote unanimous.

Councilperson Hawthorne moves to adjourn the meeting. Motion seconded by Councilperson Morris. Vote unanimous.

Meeting adjourned at 11:00 p.m.

Judy Foster

JAN.

MAYOR & COUNCIL MEETING
MONDAY, JANUARY 9, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and Pledge to the Flag.
Reading of past minutes.

Swear in New Boardmembers.
Present plaques to Outgoing Boardmembers.

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

Old Business
A) Public Hearing - Sign Ordinance
B) Hart Noll - Forest Green Drive
C) Policies & Procedures

New Business
A) Public Hearing - Rezoning Request - Ballew

City Manager's Report
A) Development Fees

City Clerk's Report

Council Reports

Citizens Comments

Adjournment

MAYOR & COUNCIL MEETING
MONDAY, JANUARY 9, 1989
7:30 P.M.

M I N U T E S

Notice posted at 12:00 noon Friday, January 6, 1989.

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

Meeting called to order at 7:33 p.m.

Invocation given by Mr. Frankie Southerland. Pledge to the flag led by Councilperson Hawthorne.

Councilperson Fowler moves to approve the minutes from last months meetings. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Councilperson Queen moves to appoint Tubby Cronic to the Recreation Board. Second to the motion by Councilperson Morris. Vote unanimous.

Mayor Haggard swears in new boardmembers. Tubby Cronic to the Recreation Board. Gary Chapman to the P & Z Board. Bill Parker, Celia Southerland, and Ed Phillips to the Appeals Board.

Councilperson Queen moves to appoint Barbara Hoover to the Clean & Beautiful Board. Second to the motion by Councilperson Morris. Vote unanimous.

Mayor Haggard swears in Barbara Hoover, Sarah Hutchins and Vicki Phillips to the Clean & Beautiful Board.

Mayor Haggard presents a plaque to Charles Roberson for the service he has given on the Planning & Zoning and Appeals Boards. Hilda Hayes was also awarded a plaque for her service given on the Appeals Board.

Mayor Haggard calls for a 2-minute recess.

Meeting called back to order at 7:54 p.m.

Planning & Zoning Board
Nothing to report.

Recreation Board
Councilperson Queen states that the board is having planning meetings to organize the ball teams and to get the park ready for the spring.

Clean & Beautiful Board
Councilperson Queen states that the certificates are ready for the volunteers who helped with the Helping Hands project. Sarah Hutchins and Shane Hutchins are present and were awarded their certificates. Councilperson Queen states that the board is starting a new project to include new cabinets, countertops and storage space in the Community Center. The board expects to spend approximately $600.00 for the cabinets out of their own expenses. The cabinets will also need refinishing. She states that the Recreation Board has agreed to spend $250.00 out of their budget for this project also. Mayor Haggard recommends a coat rack be put in the community center. Councilperson Queen moves to buy a coat rack up to $100.00 for the community center. Second to the motion by Councilperson Morris. Vote unanimous.

Budget & Finance
Councilperson Hawthorne states that the year was completed within budget limits and there was a cash flow on hand of approximately 1/2 million dollars. The finances overall for the city are favorable.

Sign Ordinance
City Manager Kathy Williamson reads the proposed sign ordinance. Refer to ordinance. Councilperson Hawthorne moves to adopt the proposed sign ordinance. Second to the motion by Councilperson Morris. Vote unanimous.

Hart Noll
City Manager Kathy Williamson states that she and the city attorney have looked for documentation at the county in the tax maps and she has looked through all the minutes back 10 years and cannot find anything which would prove the property in question is a street. Mr. Noll, Mr. Jamieson, and Councilpersons Queen and Morris state that the city adopted the property as a street and named the street. Mr. Jamieson stated that the property has not been developed, however, it was to be used in the future as a street. Mr. Jamieson has been maintaining the property. Councilperson Queen moves to table the matter until the next regular meeting of the council to give the city manager time to further research the matter. Second to the motion by Councilperson Morris. Vote unanimous. Councilperson Hawthorne also request Mr. Noll and Mr. Jamieson give the city a copy of their legal descriptions to their property.

Policies & Procedures
Councilperson Queen moves to table the discussion until the next regular meeting of the council. Second to the motion by Councilperson Morris. Vote unanimous. Councilperson Hawthorne moves to have a work session to discuss the policies. Second to the motion by Councilperson Morris. Vote unanimous.

Mayor Haggard amends the agenda to have the council elect a Mayor Pro tem. Councilperson Morris moves to elect Councilperson Hawthorne to again serve as Mayor Pro tem. Second to the motion by Councilperson Fowler. Councilperson Hawthorne abstains from voting. Vote unanimous. Councilperson Hawthorne thanks the council for their confidence in him.

Public Hearing - Rezoning Request - Ballew
Wayne Ballew states that he is requesting the property to be rezoned from RS-100 to MH. The P & Z Board has recommended that the council approve the rezoning request. The property backs up to the Hillcrest Woods mobile home subdivision. Councilperson Queen moves to approve the rezoning request. Second to the motion by Councilperson Morris. Vote unanimous.

Development Fees
City Manager Kathy Williamson states that she presented these development fees to the council at the last meeting for their review. She states that these fees would offset the costs for development inspections. Councilperson Fowler moves to adopt the development fees. Refer to ordinance. Second to the motion by Councilperson Davis. Vote unanimous.

Vandalism
City Manager Kathy Williamson states that the lights at the water tanks were broken over the weekend and she suggests the city purchase an alarm system for the tanks that would cost $150.00. Councilperson Queen moves to purchase the alarm system. Second to the motion by Councilperson Hawthorne. Vote unanimous.

Council Reports
Councilperson Hawthorne moves to amend the agenda to discuss sewer fees. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Hawthorne states that the sewer rates have not been increased in 6 years and he moves to raise them from $.96 to $1.06. Second to the motion by Councilperson Morris. Vote unanimous.

Councilperson Morris stated that he has received complaints on the parking at the Sugar Hill Beauty Shop. City Manager Kathy Williamson states that the police have been contacted and has given a few citations out there.

Mayor Haggard states that on January 23rd there will be a public meeting to discuss the golf course and the sewer treatment plant. He also states that the city is trying to get a post office in the city.

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

Meeting adjourned at 8:50 p.m.

Judy Foster

RESOLUTION

WHEREAS, adequate waste water treatment services are essential for the orderly future growth and development of the City of Sugar Hill, Georgia;

WHEREAS the City has committed all of its existing waste water treatment capacity and is in need of additional waste water treatment capacity to serve future developments within the City; and

WHEREAS the Mayor and Council have determined that the development of a spray irrigation waste water treatment facility would provide the City with needed waste water treatment capacity and would be the most economical and practical method of future waste water treatment; and

WHEREAS the Mayor and Council after much discussion and negotiation have determined that a tract of land containing 267.96 acres located in Land Lots 326, 347, 348, 366 and 367 of the 7th District of Gwinnett County, Georgia, is the best available site for the development of a spray irrigation waste water treatment facility and that the development of a spray irrigation waste water treatment facility on that property would be the most practical and economically feasible development of a future waste water treatment facility for the City of Sugar Hill, Georgia,

IT IS THEREFORE RESOLVED that the Mayor is authorized and directed to execute the Real Estate Agreement attached hereto as Exhibit "A" and to transmit that Real Estate Agreement to Guy B. Findley, James R. Magbee and Piper Development Company, Inc., the owners of the property described in that Agreement, as an offer of purchase of the real estate described in that Real Estate Agreement, and that should the owners reject that Agreement that the Mayor and Council shall pursue whatever legal methods are available including the use of the powers of eminent domain possessed by the City of Sugar Hill, Georgia, to obtain the property described in the Real Estate Agreement to be used and developed as a spray irrigation waste water treatment facility.

IT IS SO RESOLVED, this ____ day of _____, 1988.

_____
Mayor

_____
Council Member

_____
Council Member

_____
Council Member

_____
Council Member

ATTEST:

_____
City Clerk

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Barbara Hoover, 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.

Barbara Hoover
Barbara Hoover

Attest Judy Foster

Mayor George Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Gary Chapman, 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 Planning & Zoning Board during my continuance therein, so help me God.

Gary Chapman
Gary Chapman

Judy Foster
Attest

Mayor Gary Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Ed Phillips, 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 Planning & Zoning Board of Appeals during my continuance therein, so help me God.

Ed Phillips
Ed Phillips

Judy Foster
Attest

Mayor Gary Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Celia Southerland, 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 Planning & Zoning Board of Appeals during my continuance therein, so help me God.

Celia Southerland
Celia Southerland

Attest Judy Foster

Mayor George Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Tubby Cronic, 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.

Tubby Cronic
Tubby Cronic

Judy Foster
Attest

Mayor George Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Sarah Hutchins, 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.

Sara Hutchins
Sarah Hutchins

Attest Judy Foster

Mayor Harry Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Bill Parker, 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 Planning & Zoning Board of Appeals during my continuance therein, so help me God.

Bill Parker
Bill Parker

Judy Foster
Attest

Mayor Gary Haggard
Mayor Haggard

Date: 1-9-89

OATH FOR BOARD MEMBERS
CITY OF SUGAR HILL

"I, Mrs. Ed Phillips, 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.

Mrs. Vicki L. Phillips
Mrs. Ed Phillips

Attest Judy Foster

Mayor Gary Haggard
Mayor Haggard

Date: 1-9-89

O R D I N A N C E

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 Mobile Home Park and Mobile Home Subdivision District (MH) 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 9 day of January, 1989.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

ZONING ORDINANCE AMENDMENT

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

That the City of Sugar Hill, Georgia will provide directional signage at key locations, as approved by the city, within the city in order to direct consumers to new subdivisions 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 subdivision. The signs will be placed on appropriate routes to direct consumers.

Each sign will be identical in size and color and will not exceed nine (9) square feet.

Each subdivision will be charged $250.00 per year until the subdivision is built out.

The city will post these signs every Friday afternoon and will pick them up every Monday morning.

This ordinance shall become effective on this 9th day of January, 1989.

IT IS SO ORDAINED, this 9th day of January 1989.

Attest Judy Foster

Mayor

SEAL

Councilperson

Thomas C Morris Sr
Councilperson

Bobby Fowler
Councilperson

Bobbie Queen
Councilperson

Councilperson

O R D I N A N C E

THE COUNCIL OF THE CITY OF SUGAR HILL, Georgia hereby ordains:

That the sewer rates be increased to $1.06 per every 1,000 gallons of water used.

This Ordinance shall become effective on the 9th day of January, 1989.

IT IS SO ORDAINED, this 9th day of January, 1989.

Attest Judy Foster

Mayor George A. Haggard

SEAL

HEAR YE!

HEAR YE!

HEAR YE!

TOWN MEETING

TO: ALL RESIDENTS

WHERE: SUGAR HILL COMMUNITY CENTER BESIDE CITY HALL

DATE: MONDAY, JANUARY 23, 1989

TIME: 7:30 P.M.

SUBJECT: MEETING TO PROVIDE INFORMATION ABOUT THE NEW ZERO DISCHARGE SPRAY IRRIGATION SEWAGE TREATMENT PLANT AND GOLF COURSE.

GIVEN BY: MAYOR GEORGE HAGGARD
COUNCILPERSON DAVID HAWTHORNE
COUNCILPERSON BOBBY FOWLER
COUNCILPERSON THOMAS MORRIS
COUNCILPERSON BOBBIE QUEEN
COUNCILPERSON REUBEN DAVIS

ATTENTION

USE SUGAR HILL WITH YOUR 30518 ZIP CODE IN ALL YOUR MAILINGS IF YOU LIVE WITHIN THE CITY LIMITS OF SUGAR HILL. WE ARE TRYING TO ACQUIRE OUR OWN POST OFFICE AND THIS WOULD HELP.

THANK YOU!

CALLED MAYOR & COUNCIL MEETING
MONDAY, JANUARY 23, 1989
7:30 P.M.

A G E N D A

Meeting called to order.
Invocation and Pledge to the Flag.

Welcome - Mayor Haggard

Presentation of information on the Zero Discharge Spray Irrigation Sewer Plant.
Speakers: Growth in Sugar Hill - Kathy Williamson, City Manager

Slide Presentation - Brian Dunsha, Wastewater Supervisor

Golf Course - Willard Byrd, Golf Course Architect

Total Project - Jim Stanley, City Engineer, Keck & Wood

Financing Project - Kathy Williamson, City Manager

Questions & Answers

Old Business
A) Rezoning - John Stone
B) Rezoning - Shelly Bailey

New Business

City Manager's Report
A) Request for budgeted funds for high pressure gas line on Suwanee Dam Road.

CALLED MAYOR & COUNCIL MEETING
MONDAY, JANUARY 23, 1989
7:30 P.M.

M I N U T E S

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

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

Guests in attendance: City CPA Rymon Wilborn, City Attorney Lee Thompson, Golf Course Consultant Gene Nutter, Golf Course Architect Mark Hollinger in place of Willard Byrd, Financial Consultant Jerry Ford, Wastewater Supervisor Brian Dunsha, and City Engineer Jim Stanley.

Sewer Treatment Plant Facility and Golf Course
Mayor Haggard makes an opening statement and introduces all the guests and council that are present. The meeting is then turned over to City Manager Kathy Williamson who speaks about the growth the city is experiencing. Mrs. Williamson then turns the meeting over to Brian Dunsha who gives a slide presentation concerning the operation and maintenance of a sewer treatment plant. Other speakers include Jim Stanley, Mark Hollinger and Gene Nutter.

Mayor Haggard then asks for public comments.

Wayne Thompson of Level Creek Road asks where the lines will run down Level Creek Road to get to the plant. Jim Stanley states that from Bent Creek Subdivision, it will follow Level Creek to Suwanee/Buford Dam Road to the property.

Ed Phillips asks how many new jobs this will provide for the citizens. Mrs. Williamson states that it will take approximately 20 people to run the golf course and treatment plant together.

Simon Johnson asks how much sewer the city is using now, does the city expect this capacity to double and how will the golf course profit money for the city. Mrs. Williamson states that the city is using over 300,000 gallons of sewer capacity per day and it is expected to double.

Mike Jones asks what type tests have to be done to prevent health hazzards. Jim Stanley states that EPD requires approximately 30 detailed tests to be done at the property to help prevent health hazzards.

Larry Bailey commends the Mayor and Council for seeing into the future and providing this facility for future use in the city.

Al Farmer asks if the property is within the city limits and if not, will it ever be annexed. Councilperson Hawthorne states that the property is not in the city at this time and that each property owner could petition to have their property annexed into the city and the property may eventually be in the city limits.

Greg Lehman asks what the revenues for the golf course are based on rate wise. Jim Stanley states that it was based on a figure of $15 for greens fees and $7.50 for cart fees.

Kurt Russell asks what is the estimated completion date of the project. Jim Stanley states that it is estimated for April 1992.

Tom Brooks states that he is opposed to the project.

Greg Smith asks what guarantee is there that the golf course is going to make money. Councilperson Hawthorne states that there is no guarantees in life and that no one could guarantee that. Mr. Dunsha states that the object of this plan is to provide the city with a wastewater facility and the golf course not only gives the city recreation but is also used in this project.

Mike Gamble asks if the city has decided not to build the last 9 holes of the course. Jim Stanley states that the information that was used in determining this project was based on historical information of the city and if the costs become too high the city may decide not to build those.

Mayor Haggard asks for a short recess.

Meeting called back to order at 9:20 p.m.

Rezoning Request - Public Hearing - John Stone
The P&Z Board recommends that the council give Mr. Stone a conditional zoning for the property off of Spring Hill Drive. However, Mr. Stone presents the Mayor and Council with a different set of plans that have not been reviewed by the P&Z Board. Councilperson Queen moves to grant the rezoning request with a conditional zoning of RS100 which would allow 12,000 sq. ft. lots and 1,400 sq. ft. houses. Motion seconded by Councilperson Davis. Vote 2 for, 2 opposed; Fowler and Morris. Councilperson Hawthorne abstains. Mayor Haggard denies the request.

Rezoning Request - Public Hearing - Shelley Bailey
The P&Z Board recommends that the council grant the request to change the zoning from AF to BG. Mr. Bailey states that the property would be used for a remote control car race track and a shop for supplies for the cars. Councilperson Hawthorne moves to grant the rezoning request from AF to BG zoning with the exception that if the property is sold, the new property owner must come before the council before another business could be operated at this address. Motion seconded by Councilperson Morris. Vote unanimous.

High Pressure Gas Line
City Manager Kathy Williamson states that $100,000 was budgeted for this year to run the high pressure gas line down Suwanee Dam Road and she can get this done for $83,160. Councilperson Hawthorne states that the money was budgeted for and that she has administrative authority to continue with that project.

Councilperson Hawthorne moves to adjourn into a closed meeting with the bonding counsel. Motion seconded by Councilperson Morris. Vote unanimous.

Meeting adjourned at 9:47 p.m.

Judy Foster

MEETING WITH BONDING COUNSEL
MONDAY, JANUARY 23, 1989

Meeting called to order at 9:45 p.m.

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

Jerry Ford and Bob Maulkey of Trust Company Bank presents the council with a booklet explaining the procedures of the bonding process and explains every section and answers any questions from the council.

Councilperson Hawthorne states that there is a general concensus between all the council that the bonding agent has the flexibility to negotiate for the best percentage on the bonds and when to go to the market. There is also a general concensus to use Trust Company Bank as the registrar which is needed on the offering papers.

Councilperson Hawthorne moves to open the meeting to the public. Motion seconded by Councilperson Queen. Vote unanimous.

Councilperson Hawthorne moves to adjourn the meeting. Motion seconded by Councilperson Queen. Vote unanimous.

Meeting adjourned at 11:40 p.m.

Judy Foster

CITY OF SUGAR HILL, GEORGIA
WASTE WATER TREATMENT & GOLF COURSE REVENUE BONDS
LAND & FACILITIES W/OUT CAPITALIZED INTEREST

SOURCES AND USES OF FUNDS

DELIVERY DATE: 2/ 1/89

SOURCES

PAR AMOUNT OF BONDS	$6,965,000.00	
+PREMIUM /-DISCOUNT	$0.00	
BOND PROCEEDS		6,965,000.00
CASH INJECTIONS FROM CITY		2,213,000.00
		$9,178,000.00

USES OF FUNDS

RETIRE OUTSTANDING DEBT		303,000.00
LEGAL FEES		100,000.00
UNDERWRITERS DISCOUNT	(0.825000%)	57,461.25
OTHER COSTS OF ISSUANCE		13,000.00
LAND PURCHASE		2,211,000.00
BOND INSURANCE	(0.550000%)	87,164.73
DEBT SERVICE RESERVE		257,063.00
NET CONSTRUCTION FUND AMOUNT		6,145,642.79
CONTINGENCY		3,668.23
		$9,178,000.00

TRUST COMPANY BANK, PUBLIC FINANCE DEPARTMENT

RUNDATE: 12-20-1988 @ 17:33:22 FILENAME: SUGAR KEY: 25

O R D I N A N C E

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 General Business District (BG) on said official zoning map.

BE IT FURTHER ORDAINED that the following conditions are hereby included on the property as conditions of zoning: If the property is sold, the new property owner must come before the council before another business could be operated at this address.

IT IS SO ORDAINED, this 23 day of January, 1989.

George Haggard
Mayor

Bobby Lemler
Council Member

Bobbie Queen
Council Member

Thomas C. Morrison
Council Member

David F. Hewitt
Council Member

Robert G. Wilson Sr.
Council Member

M E M O

TO: MAYOR & COUNCIL

FROM: CITY MANAGER & UTILITIES SUPERVISOR

SUBJECT: HIGH PRESSURE GAS LINE ON SUWANEE DAM ROAD

In the budget this year you voted for capital contingencies in gas of $100,000.00 to run a high pressure gas line from North Gwinnett High School to Riverside Road. This line will loop the gas system and provide more pressure for the existing customers and future customers in this area.

I have negociated for the pipe and contractor for $83,160.00. This is for 13,200 feet of four inch wrapped high pressure pipe.

We need this run as soon as possible to prevent the loss of the existing customers and to allow us to expand in that area.