



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION

AGENDA

Wednesday, February 15, 2023
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

- [1.](#) RZC2022-00045; Alessandro Salvo; 530 Lyle Circle
- [2.](#) RZR2023-00015: Citywide Rezoning- Derrick Cheek, Mahlon Sweat, Kenny Tong, Sheila and Daniel Huff, Anne and Thomas Iwanowski, Cline Nichols, Mahlon and Carolyn Sweat; Multiple addresses
- [3.](#) RZR2023-00016: Citywide Rezoning - Derrick Cheek, Pappy and Annamma Samuel, Rickie and Garnett Lance; Multiple addresses
- [4.](#) RZR2023-00017; Karen Wright; 577 Scenic Highway
- [5.](#) RZR2022-00011; Fairlane Capital LLC; 448 Grayson Highway
- [6.](#) City Brand
- [7.](#) An Ordinance Establishing the Regulation for the Renaming of Streets
- [8.](#) Proposed Name of Collins Hill Extension Project
- [9.](#) An Ordinance to Amend Article 5; Parking of the Zoning Ordinance
- [10.](#) An Ordinance to Amend the Zoning Ordinance, Article 9, Administration and Enforcement

- [11.](#) An Ordinance to Amend the Code of Ordinance, Chapter 10, Article II
- [12.](#) Discussion of Ordinance Amendment to Chapter 4 – Alcoholic Beverages
- [13.](#) On-Demand Annual Streets and Stormwater Maintenance Contract
- [14.](#) Approve ReCAST Year 2 Contract Addendum
- [15.](#) Approval of Intergovernmental Agreement with Gwinnett County for Reviewing, Inspecting and Permitting County Projects within the City
- [16.](#) Purchase Tyler Hosting services for Munis ERP and EnerGov
- [17.](#) 2023 Event Entertainment Consultant Contract
- [18.](#) Resolution to seek grant from the Atlanta Regional Commission for a Tactical Livable Centers Initiative (LCI) study
- [19.](#) Fiscal Year 2023 Mid-Year Budget Adjustment

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



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

Item: RZC2022-00045; Alessandro Salvo; 530 Lyle Circle

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: None

Presented By: Todd Hargrave, Director Planning and Development

Planning and Development Recommendation: **Denial**

Planning Commission Recommendation: **Table to the March 6, 2023 Public Hearing**

Summary: The applicant requests the rezoning of an approximately 1.63-acre parcel at 530 Lyle Circle. The proposed rezoning is from LM (Light Manufacturing District) with conditions to LM (Light Manufacturing District) without conditions. The subject property is located along the southwestern right-of-way of Lyle Circle, between its intersections with Hurricane Shoals Road and Buford Drive. The parcel is currently undeveloped outside of incidental uses associated with 526 Lyle Circle.

Attachments/Exhibits:
RZC2022-00045_ Application
RZC2022-00045_ Report
RZC2022-00045_ Planning and Development recommendations
RZC2022-00045_ Deed
RZC2022-00045_ Legal Description
RZC2022-00045_ Proposed Plans
RZC2022-00045_ DDA Map Zoomed in

RZC2022-00045_ DDA Map Zoomed out
RZC2022-00045_ Aerial Map zoomed in
RZC2022-00045_ Aerial Map zoomed out
RZC2022-00045_ Zoning Map zoomed in
RZC2022-00045_ Zoning Map zoomed out



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1.

Planning & Development

CASE NUMBER: RZC2022-00045

OWNER: ALESSANDRO SALVO

APPLICANT: ALESSANDRO SALVO

CONTACT: DION ALLEN - 678.856.9002

LOCATION(S): 530 LYLE CIRCLE

PARCEL ID(S): R5176 035B

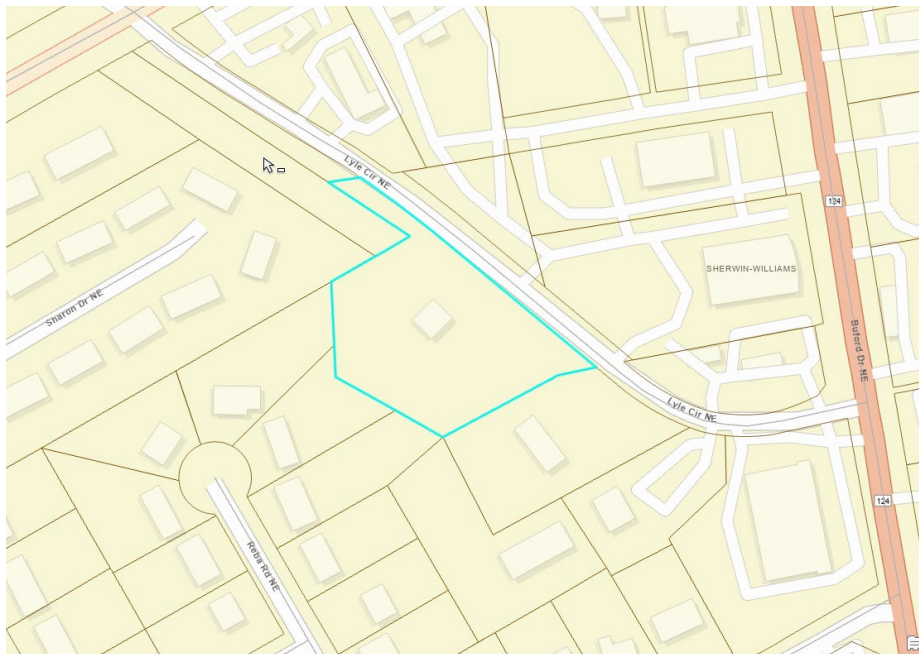
APPROXIMATE ACREAGE: 1.63

ZONING PROPOSAL: LM (LIGHT MANUFACTURING DISTRICT) TO LM
(LIGHT MANUFACTURING DISTRICT)

PROPOSED DEVELOPMENT: OUTDOOR STORAGE

DEPARTMENT RECOMMENDATION: DENIAL

VICINITY MAP





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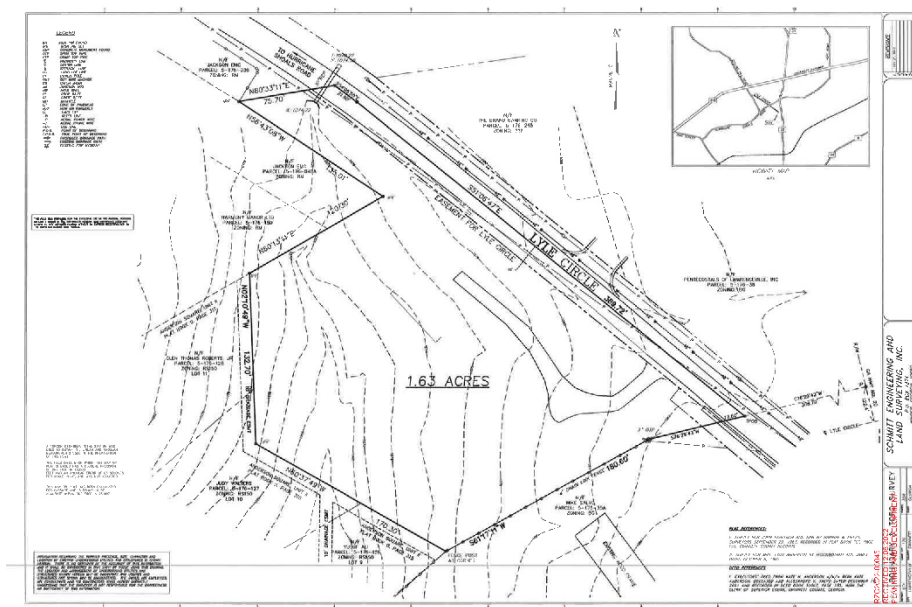
ZONING HISTORY

In 1986, the subject property was zoned RS-120 (Single-Family Residential District). By 2002, the property was rezoned to RS-150 (Single-Family Residential District), pursuant to a city-wide rezoning. In 2013, the property was rezoned from RS-150 to LM (Light Manufacturing District), pursuant to RZ-12-02. In 2017, a Change-in-Conditions and Special Use Permit requests were approved allowing a self-storage facility, pursuant to CIC-17-05 and SU-17-06, respectively. In 2018, a Change-in-Conditions and Special Use Permit requests were denied to allow Outdoor Storage, pursuant to CIC-18-12 and SU-18-12, respectively.

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 1.63-acre parcel at 530 Lyle Circle. The proposed rezoning is from LM (Light Manufacturing District) with conditions to LM (Light Manufacturing District) without conditions. The subject property is located along the southwestern right-of-way of Lyle Circle, between its intersections with Hurricane Shoals Road and Buford Drive. The parcel is currently undeveloped outside of incidental uses associated with 526 Lyle Circle.

LAND SURVEY





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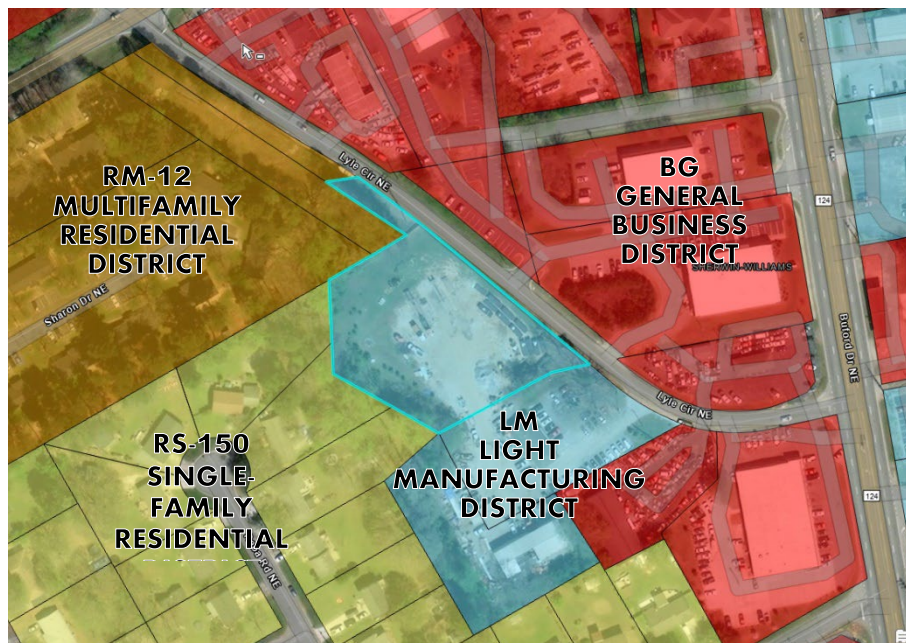
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ZONING AND DEVELOPMENT STANDARDS

The proposal put forth is intended to allow for 530 Lyle Circle to be used as a location for outdoor storage, specifically to store construction materials for the adjacent construction business at 526 Lyle Circle, GS Construction. Materials would include PVC and steel pipes as well as precast concrete structures such as manholes and pipe fittings. Such a use is not allowed by the current conditions of zoning (adopted 2017), which were intended to develop the site as a self-storage facility; the 2017 proposal was never developed and the site has remained vacant since. Additionally, in 2018 a Change-in-Conditions and Special Use Permit to allow outdoor display of merchandise, goods and services or products associated with moving truck rental facility was denied, pursuant to CIC-18-12 and SUP-18-12. Furthermore, being that the subject property is within the boundaries of the Lawrenceville Downtown Development Authority, any outdoor storage is prohibited regardless of zoning or special use permits.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





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SURROUNDING ZONING AND USE

The surrounding area is characterized by a mixture of single-family and multifamily residential with adjacent commercial and industrial uses. There is a residential subdivision zoned RS-150 (Single-Family Residential District) to the southwest of the subject property and a multifamily subdivision zoned RM-12 (Multifamily Residential District) directly to the west. The adjacent property to the east, 526 Lyle Circle, is zoned LM (Light Manufacturing District). The northeasterly side of the Lyle Circle right-of-way is occupied by commercial businesses in parcels zoned BG (General Business District). Further east, across Buford Drive, are more industrial parcels zoned LM. Given the existing mixture of uses and zoning categories in this area, the proposal would be appropriate in the context of zoning.

LAWRENCEVILLE DOWNTOWN DEVELOPMENT AUTHORITY MAP



2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the College Corridor character areas. The intent of the College Corridor character area is to provide a unique place in the community, connecting two of the city's strongest anchors: Downtown and



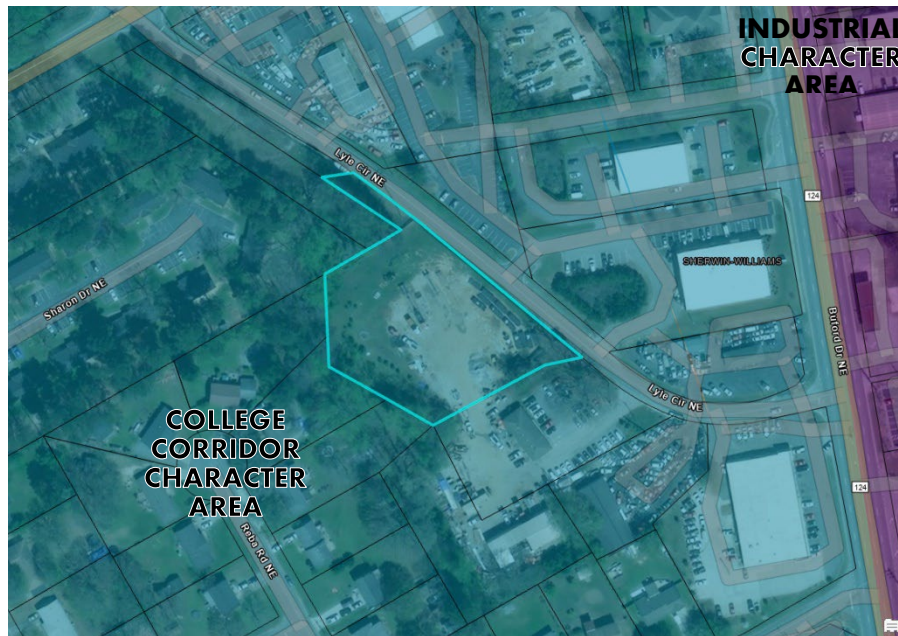
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Georgia Gwinnett College (GCC). The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. As proposed, the requested industrial rezoning would be inconsistent with the policies of the 2040 Comprehensive Plan and the established intent for the character area; the Industrial character area across Buford Drive would be a more appropriate location for such development.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, while the proposal is not inconsistent with the established zoning and land use patterns in the immediate area, it does conflict with the long-term vision established by the City in its 2040 Comprehensive Plan. Policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a variety of high quality mixed-use development as well as a housing stock



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that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the “halo effect” of high-quality development already happening nearby; this development would not meet the standards of such high-quality development. Such uses may be appropriate for the Industrial character area to the east, but it is not appropriate for the College Corridor. The subject property is in fact located within the bounds of the Lawrenceville Downtown Development Authority, where outdoor storage is prohibited entirely.

The property owner has not complied with the conditions of the 2017 Change-in-Conditions resolution (CIC-17-05), which are still active as of the time of this writing. These conditions included a landscape plan with plantings to adequately screen the property from the public right-of-way with an assurance to keep this buffer area free of weeds, vines, and underbrush; instead, all that exists today is overgrown and screened only with a transparent chain link fence. Since the property owner did not comply with the buffer conditions within 120 days of the 2017 zoning approval, the property has thus been considered noncompliant. Furthermore, the incidental activity and outdoor storage that occurs on the property contradicts the conditions of Special Use Permit resolution SU-17-06, which prohibited all outdoor storage on the parcel. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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

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

As proposed the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency the long range plans of the City of Lawrenceville.

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

The area along the right-of-way of Lyle Circle has long suffered due to antiquated zoning policies and lack of enforcement. New decisions must be consistent with the policies relating to the long range plans for the immediate area in order for the City to flourish.

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

The property has a reasonable economic use as currently zoned, that being a self-storage facility.

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

Impacts on public facilities would be anticipated in the form of traffic and stormwater runoff. The developer would have to take the necessary precautions to ensure that these do not overwhelm local systems.

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

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The College Corridor is intended as a mixed-use district that includes commercial and residential activity, which this proposal does not include.



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

The parcel falls within the jurisdiction of the Lawrenceville Downtown Development Authority. The DDA prohibits all forms of outdoor storage within its bounds; such a proposal directly contradicts this rule. Furthermore, the subject property is noncompliant with the conditions laid out in resolution CIC-17-05, which outlined plans for landscaped buffer to screen the property. This landscape plan never materialized.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_01192023

RZC2022-00045

NOTE: The following conditions are provided as a guide should the City Council choose to approve the petition of this request.

Approval as LM (Light Manufacturing District) for a light manufacturing development, subject to the following enumerated conditions:

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

A. Light manufacturing uses and accessory uses. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Automobile Wash (Carwash)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center

- Hookah/Vapor Bar or Lounge
- Machine Shop
- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.

D. Outdoor storage shall be prohibited.

E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

2. To satisfy the following site development considerations:

A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

B. Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review

and approval of the Director of Planning and Development.

- C.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Landscape planting shall include a mix of deciduous and evergreen trees and shrubs. Trees shall be grouped and arranged to create an effective and aesthetic visual screen. Final design shall be subject to the review and approval of the Director of Planning and Development Department.
- D.** Provide and maintain a fifty (50) foot zoning buffer adjacent to residentially zoned properties along the side and rear property lines.
- E.** Provide a ten (10) foot landscape strip adjacent to the Lyle Circle public right-of-way. Landscape strip shall consist of an earthen berm a minimum of four (4) feet in height and ten (10) feet in width. Berm shall be planted with evergreen screening trees that are a minimum of 6 feet tall at time of planting.
- F.** Provide a five (5) foot landscape strip adjacent to all internal property lines.
- G.** Required buffers and landscape strips shall be void of invasive exotic plants, underbrush, and species of plants determined by the Director of Planning and Development Department to be of poor quality and with undesirable characteristics.
- H.** Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.
- I.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- J.** The “Front Load Dumpster” enclosure shall be uncovered and a concrete pad measuring ten (10) feet in width and thirty (30) feet in length, and shall be designed and installed of sufficient size and strength to support the weight of service vehicles. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department
- K.** Dumpsters shall be screened on all sides by a minimum six (6) foot high brick or masonry wall with access via an opaque metal gate enclosure. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure. The dumpsters and associated enclosure

and pad shall be located outside of any required buffer, easement, or setback.

- L.** Natural vegetation shall remain on the property until the issuance of a development permit.
- M.** Any utility relocations shall be the responsibility of the developer.
- N.** The parking of tractor-trailers shall be on an approved hard surface and limited to the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley as shown on the submitted site plan.
- O.** A total of six tractor-trailers shall be allowed within the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley. Tractor-trailers may be utilized for the storage of disassembled, disposed, or recycled electronic equipment. The doors of the tractor-trailers must be closed at the end of each business day.
- P.** Hours of operation shall be limited to Monday through Friday, from 7 AM until 5 PM, Saturday from 8 AM until 12 PM. Sunday operations shall be prohibited.
- Q.** Prior to the issuance of a Certificate of Occupancy the subject property shall be in compliance with all applicable Municipal, County and State regulations.



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NOTIFICATION REQUIREMENTS

Written Notification

The applicant is required to notify all adjoining property owners (including those across any streets) of their intention to rezone the property. The notification shall be sent by Certified Mail and be postmarked no later than the published deadline contained in the Rezoning Schedule. A sample notification letter is provided at the end of this packet.

The written notice shall include:

1. Rezoning case number
2. Dates, times and place of public hearings
3. Copy of the application
4. Applicant contact information
5. Letter of Intent
6. Site plan
7. Vicinity map

Proof that the notifications were mailed as required must be delivered to the Planning Department as soon as is feasible, but no later than 12:00 p.m. (noon) on the Wednesday prior to the Planning Commission meeting. Failure to submit the required proof of mailing will result in the application being tabled to the next month's meeting.

Notification Sign

The applicant is required to post a notification sign (provided by the Planning Department) in a clearly visible location on the property, at or near the public street, no later than the published deadline contained in the Rezoning Schedule. It is the responsibility of the applicant to insure that the notification sign remain on the property throughout the rezoning proceedings. (COPY TO BE GIVEN TO APPLICANT)

RZC2022-00045

CASE NUMBER

12/08/2022

DATE

Dion Allen

ACKNOWLEDGED BY (PRINT NAME)

Dion Allen

SIGNATURE

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



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REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Alessandro Salvo</u>	NAME: <u>Alessandro Salvo</u>
ADDRESS: <u>526 Lyle Circle</u>	ADDRESS: <u>526 Lyle Circle</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Dion Allen</u> PHONE: <u>678-956-9002</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>Residential</u> REQUESTED ZONING DISTRICT: <u>Light Manufacturing</u>	
PARCEL NUMBER(S): <u>5176035A</u> ACREAGE: _____	
ADDRESS OF PROPERTY: <u>530 Lyle Circle Lawrenceville, GA</u>	

[Signature] 8/18/22
SIGNATURE OF APPLICANT DATE

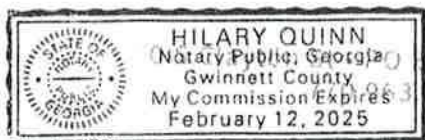
Alessandro Salvo
TYPED OR PRINTED NAME

[Signature] 8/18/22
SIGNATURE OF OWNER DATE

Alessandro Salvo
TYPED OR PRINTED NAME

[Signature] 8/18/22
NOTARY PUBLIC DATE

[Signature] 8/18/22
NOTARY PUBLIC DATE





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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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



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VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER:
(Map Reference Number)

5 - 174 - 035B
District Land Lot Parcel


Signature of Applicant

8/19/22
Date

Alessandro Salvo, Owner
Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Jacqueleen Garcia

Tax Associate I

NAME

TITLE

08/19/2022

DATE

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

Letter of Intent

Application for Rezoning

Applicant Alessandro Salvo
 526 Lyle Circle
 Lawrenceville, GA
 30046

**Assembled
Properties** ~1.63 acres located at
 526 Lyle Circle
 Lawrenceville , GA
 30046

 5th District Land Lot
 176

 Parcel I.D.: #035B
 Owner: Alessandro
 Salvo

Intended Project

530 Lyle Circle, Lawrenceville, GA 30046

Requested Approval

In accordance therewith, Applicant hereby requests that the City rezone the property from Residential to "LM-Light Manufacturing".

Narrative Overview

The purpose of this request is to allow usage of the property located at 530 Lyle Circle. Currently, the property is vacant and not being used. Also there are no existing structures on the property or is the applicant requesting permission to add any type of structures such as a building or office complex.

The property is enclosed by a six foot tall non transparent chain link fence. (Which is shared with the property owned by applicant at 526 Lyle Circle). This property is adjacent to the property located at 526 Lyle Circle which is owned by GS Construction.

The owner of GS Construction is also the owner of the property located at 526 Lyle Circle. The applicant would like to use the property located at 530 Lyle Circle for storage of materials such as pvc pipe, steel pipe, precast concrete structures such as manholes, pipe fittings, etc...that are used on a daily basis by GS Construction.

These materials would not affect the community at all as all the materials are environmentally friendly. In addition it will not be an eye sore to the community since the six foot tall non transparent fence prevents visibility from the road

Waivers & Variances

N/A

Additional Submittals

Attached hereto is the following additional information submitted in support of this Application:

- Rezoning Application
- Disclosure of Campaign Contributions
- Boundary Survey
- Legal description
- Site Plan

BK51067 PG0335

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2011 DEC 20 PM 3:46

RICHARD ALEXANDER, CLERK

PT-81# 067-2011-035141
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ 110.00
TOM LAWLER CLERK OF
SUPERIOR COURT

314695

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

After recording, please return to:
WEBB, TANNER, POWELL, MERTZ & WILSON, LLP
P. O. Box 1390
Lawrenceville, GA 30046-1390
11-180 BE/jp

STATE OF GEORGIA

COUNTY OF GWINNETT

EXECUTORS' DEED

THIS INDENTURE, made this 19th day of December, in the year Two Thousand and Eleven, between **EVA G. ANDERSON**, as executor of the last will and testament of **KATE N. ANDERSON a/k/a REBA KATE ANDERSON, DECEASED** late of the State of Georgia, County of Gwinnett, deceased, of the first part (hereinafter called "Grantor") and **ALESSANDRO V. SALVO** (hereinafter called "Grantee"), the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the content requires or permits:

WITNESSETH:

THAT THE said Grantor (acting under and by virtue of the power and authority contained in Item VIII of said will, the same having been duly probated in solemn form on October 17, 2002 and recorded in the Probate Court of Gwinnett County, Georgia, and numbered as Estate 02-001802 in said Court), for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 176 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and made a part of this description.

CIC-18-12 & SU-18-12 0105387
Received: July 20, 2018
Planning & Developmet

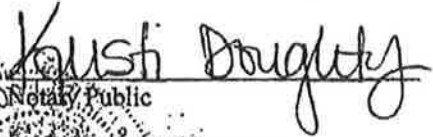
BK51067 PG0336

TO HAVE AND TO HOLD the same, together with the rights, members, appurtenances thereunto belonging, or in anywise appertaining, to it, the said Grantee, its own proper use, benefit and behoof forever, in as full and as ample a manner as the same was possessed or enjoyed by the said deceased, in her lifetime.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered
this 19th day of December, 2011.


Unofficial witness


Notary Public



 (SEAL)
Eva G. Anderson as Executor of the Last Will
and Testament of Kate N. Anderson a/k/a Reba
Kate Anderson, deceased

CIC-18-12 & SU-18-12
Received: July 20, 2018
Planning & Development

BK51067 PG0337

Exhibit "A"

Parcel No. 1

All that tract or parcel of land lying and being in Land Lot 176 of the 5th Land District, Gwinnett County, Georgia, containing .49 acres and being Tract No. 1 as shown on a plat of survey for John W. Eschelman and Son prepared by Hannon & Neaks, Surveyors, September 29, 1967, recorded in Plat Book "Q", Page 153, Gwinnett County Records, and more particularly described as follows:

To locate the point of beginning, begin at an iron pin on the westerly right of way line of Georgia Highway No. 20 located 122.4 feet northerly as measured along said right of way line from the center line of Lyle Circle; thence South 75 degrees 57 minutes West 308.7 feet to a point in the center of Lyle Circle and the PLACE OR POINT OF BEGINNING; thence South 75 degrees 57 minutes West 77.6 feet to an iron pin; thence North 50 degrees 12 minutes West 280.4 feet to an iron pin; thence North 59 degrees 12 minutes West 135.3 feet to a concrete marker; thence North 78 degrees 01 minutes East 75.7 feet to a point in the center of Lyle Circle; thence South 56 degrees 24 minutes East along the center of Lyle Circle 21.9 feet to a point; thence South 53 degrees 25 minutes East along the center of Lyle Circle 391.9 feet to the place or point of beginning.

Parcel No. 2

All that tract or parcel of land lying and being in Land Lot 176 of the 5th Land District, Gwinnett County, Georgia, containing 1.13 acres, being more particularly shown on a survey prepared by Higginbotham and James, Registered Land Surveyors, for Mrs. Lyon Anderson on October 6, 1965, being more particularly described according to said plat as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the point formed by the intersection of the center line of Georgia Highway No. 20, and the center line of Lyle Circle, and run thence from said point of intersection along the center line of Lyle Circle in a northwesterly direction 377.0 feet to a point located on said center line; thence run South 76 degrees 29 minutes West 76.3 feet to an iron pin, which is the TRUE POINT OF BEGINNING; thence from said point of beginning South 58 degrees 45 minutes West 180.6

feet to an iron pin; thence North 63 degrees 10 minutes West 170.3 feet to an iron pin; thence North 4 degrees 43 minutes West 132.7 feet to an iron pin; thence North 57 degrees 41 minutes East 120.3 feet to an iron pin located on the southwesterly side of the former Lawrenceville-Suwanee Railroad right of way; thence along said former right of way South 50 degrees 11 minutes East 280.4 feet to an iron pin, which is the point of beginning.

CIC-18-12 & SU-18-12
Received: July 20, 2018
Planning & Development



DEVELOPMENT PLANS FOR 530 LYLE CIRCLE



LOCATED AT 530 LYLE CIRCLE
5TH DISTRICT, LAND LOT 176, PARCEL #035B,
LAWRENCEVILLE
GWINNETT COUNTY,
GEORGIA

PREPARED BY:
GS CONSTRUCTION
526 LYLE CIRCLE
LAWRENCEVILLE, GA 30046

FOR:
ALESSANDRO SALVO
526 LYLE CIRCLE
LAWRENCEVILLE, GA 30046
678-283-5518

AUGUST 18, 2022



SHEET INDEX

- 1.0 COVER
- 2.0 SITE PLAN
- 3.0 GRADING, DRAINAGE AND UTILITY PLAN
- 3.1 SANITARY SEWER PLAN & PROFILE
- 4.0 EROSION CONTROL PLAN-INITIAL
- 4.1 EROSION CONTROL PLAN-INTERMEDIATE
- 4.2 EROSION CONTROL PLAN-FINAL
- 4.3 ESCPP PLAN
- 4.4 EROSION CONTROL DETAILS

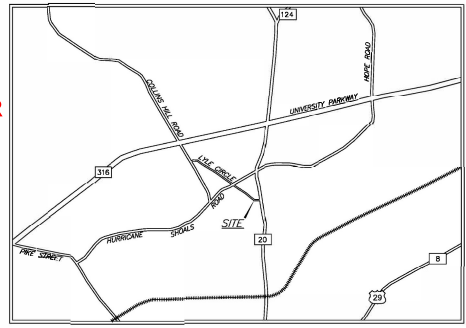
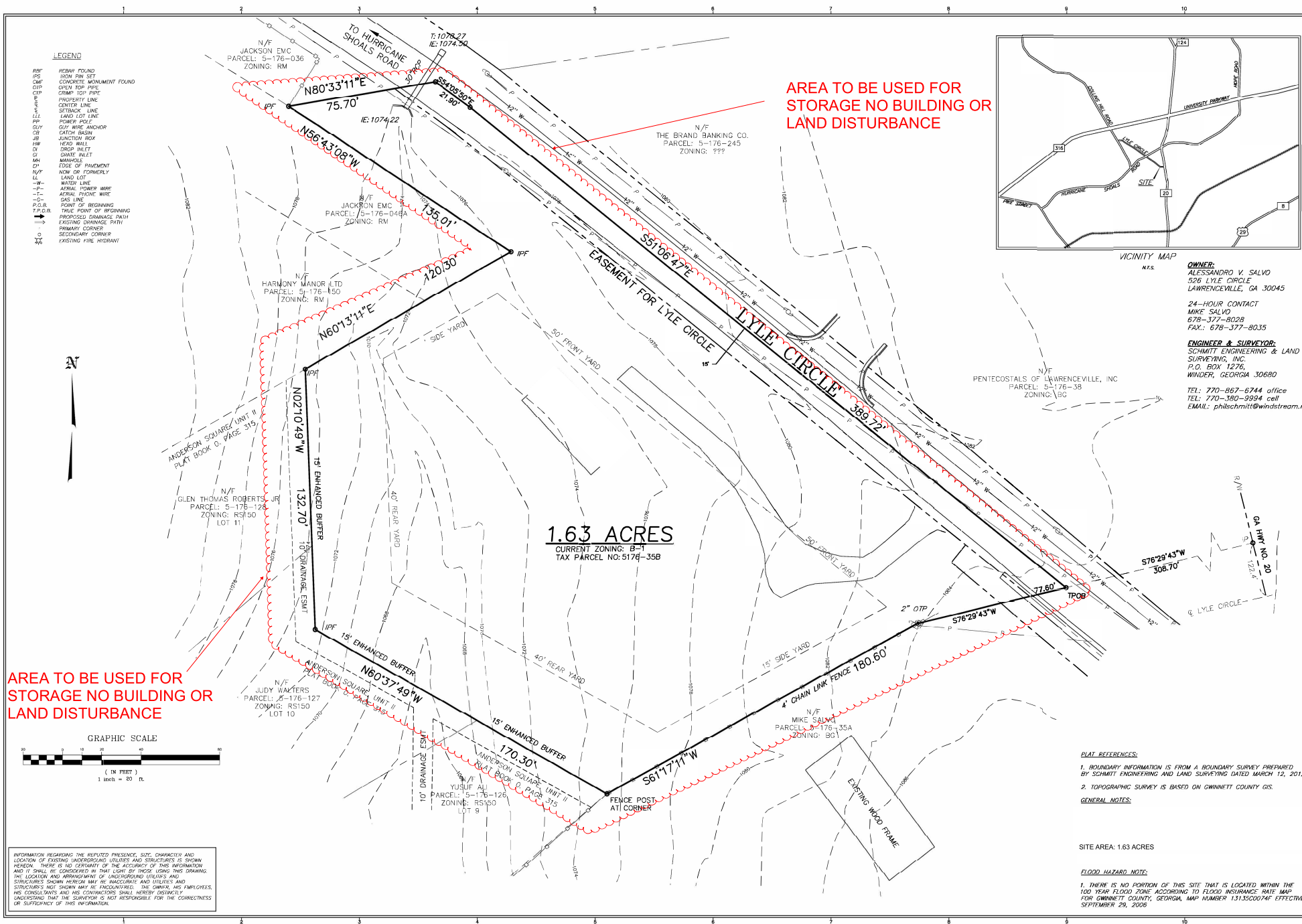
GENERAL NOTES:
IT IS THE OWNER'S/DEVELOPER'S RESPONSIBILITY TO BE IN COMPLIANCE
WITH APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM
(NPDES) PERMIT AND CLEAN WATER ACT REQUIREMENTS.
ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY
LAND DISTURBANCE ACTIVITY.

REVISIONS
1. NOV 21, 2013 GSWCC REVIEW
2. DEC 6, 2013 GSWCC REVIEW
3. DEC 10, 2013 GSWCC REVIEW



RZC2022-00045
RECEIVED 12.08.2022
PLANNING AND DEVELOPMENT





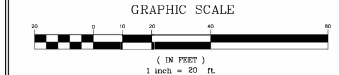
OWNER:
ALESSANDRO V. SALVO
526 LYLE CIRCLE
LAWRENCEVILLE, GA 30045

24-HOUR CONTACT
MIKE SALVO
678-377-8028
FAX: 678-377-8035

ENGINEER & SURVEYOR:
SCHMITT ENGINEERING & LAND
SURVEYING, INC.
P.O. BOX 1276,
WINDER, GEORGIA 30680

TEL: 770-867-6744 office
TEL: 770-380-9994 cell
EMAIL: phil@schmittwindstream.net

AREA TO BE USED FOR
STORAGE NO BUILDING OR
LAND DISTURBANCE



INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE INCORPORATED. THE OWNER AND EMPLOYEES HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

- PLAT REFERENCES:**
1. BOUNDARY INFORMATION IS FROM A BOUNDARY SURVEY PREPARED BY SCHMITT ENGINEERING AND LAND SURVEYING DATED MARCH 12, 2012
 2. TOPOGRAPHIC SURVEY IS BASED ON GWINNETT COUNTY GIS.
- GENERAL NOTES:**

SITE AREA: 1.63 ACRES

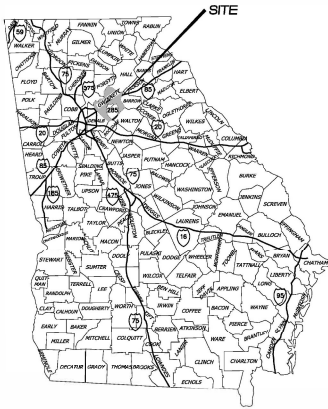
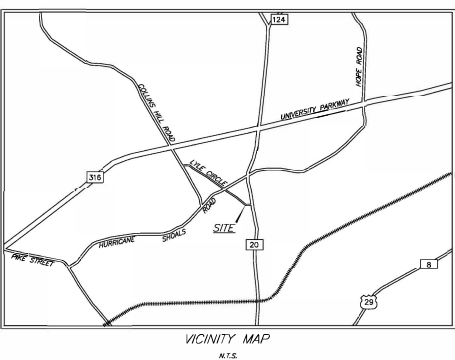
FLOOD HAZARD NOTE:

1. THERE IS NO PORTION OF THIS SITE THAT IS LOCATED WITHIN THE 100 YEAR FLOOD ZONE ACCORDING TO FLOOD INSURANCE RATE MAP FOR GWINNETT COUNTY, GEORGIA, MAP NUMBER 131350007M7 EFFECTIVE SEPTEMBER 29, 2006

SCHMITT ENGINEERING AND
LAND SURVEYING, INC.
P.O. BOX 1274
WINDER, GEORGIA 30680
770-867-6744

SITE PLAN
DATE: 03/12/12
DRAWN BY: J. SALVO
CHECKED BY: P. SALVO
SCALE: AS SHOWN
PROJECT: 1459 AND DEVELOPMENT

DEVELOPMENT PLANS
FOR
530 LYLE CIRCLE



LOCATED AT 530 LYLE CIRCLE
5TH DISTRICT, LAND LOT 176, PARCEL #035B,
LAWRENCEVILLE
GWINNETT COUNTY,
GEORGIA

PREPARED BY:
GS CONSTRUCTION
526 LYLE CIRCLE
LAWRENCEVILLE, GA 30046

FOR:
ALESSANDRO SALVO
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4.4	EROSION CONTROL DETAILS

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GENERAL NOTES:
IT IS THE OWNER'S/DEVELOPER'S RESPONSIBILITY TO BE IN COMPLIANCE
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(NPDES) PERMIT AND CLEAN WATER ACT REQUIREMENTS.
ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY
LAND DISTURBANCE ACTIVITY.



WETLANDS CERTIFICATION
THE DESIGN PROFESSIONAL, WHOSE SEAL
APPEARS HEREON, CERTIFIES THE FOLLOWING:
(1) THE NATIONAL WETLANDS INVENTORY MAP
HAS BEEN CONSULTED AND (2) THE
APPROPRIATE PLAN SHEET
O DOES DOES NOT
INDICATE AREAS OF UNITED STATES
ARMY CORPS OF ENGINEERS DETERMINED
WETLANDS AS SHOWN ON THE MAPS AND (3)
IF THERE IS ANY DISTURBANCE OF PROTECTED
WETLANDS SHALL NOT OCCUR UNLESS THE
APPROPRIATE REGIONAL WETLANDS DISTURBANCE
PERMIT HAS BEEN OBTAINED.

22C-000045
RECEIVED 12.09.2022
PLANNING AND DEVELOPMENT



LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2022-00045

Applicant: Alessandro Salvo

- Subject Property
- Downtown Development Authority Boundary
- Parcels
- City Maintained Streets
- County Maintained Streets





LAWRENCEVILLE

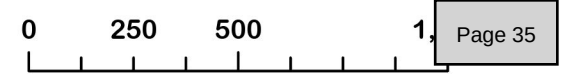
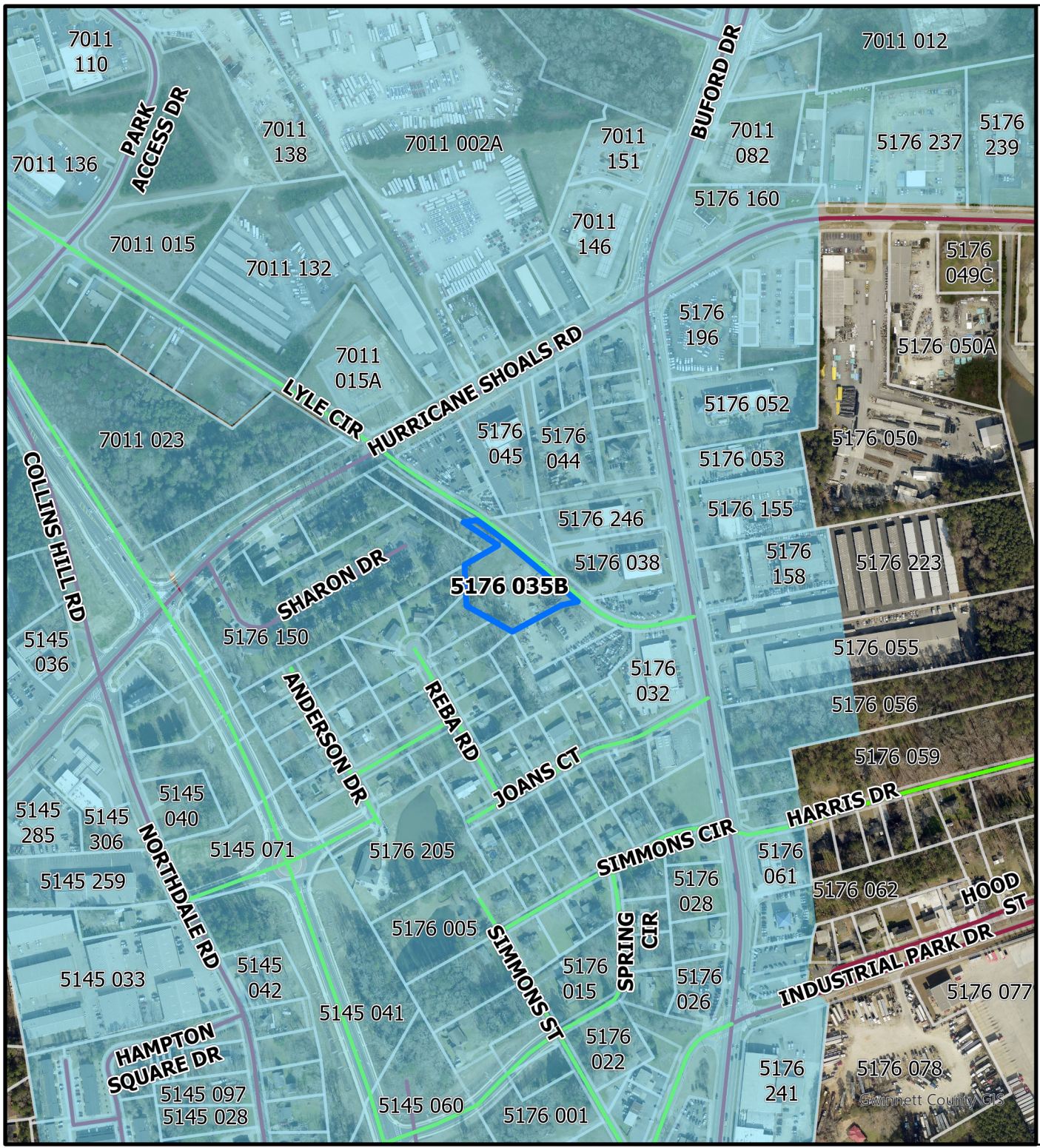
GEORGIA

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

File # RZC2022-00045

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LAWRENCEVILLE

GEORGIA

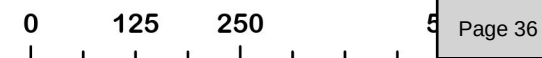
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

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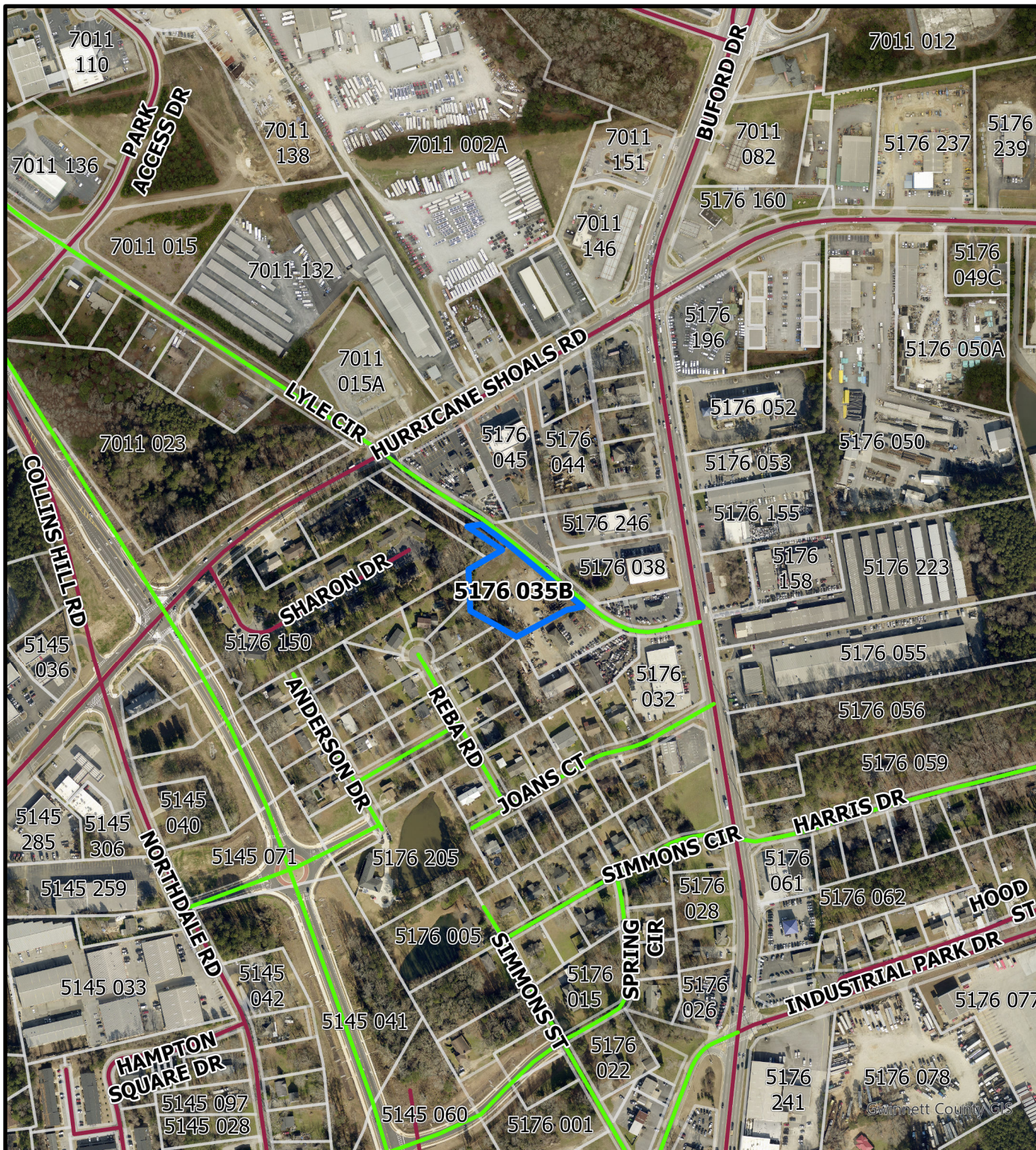


GEORGIA

Location Map & Surrounding Areas

Applicant: Alessandro Salvo

-  Subject Property
 Parcels
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GEORGIA

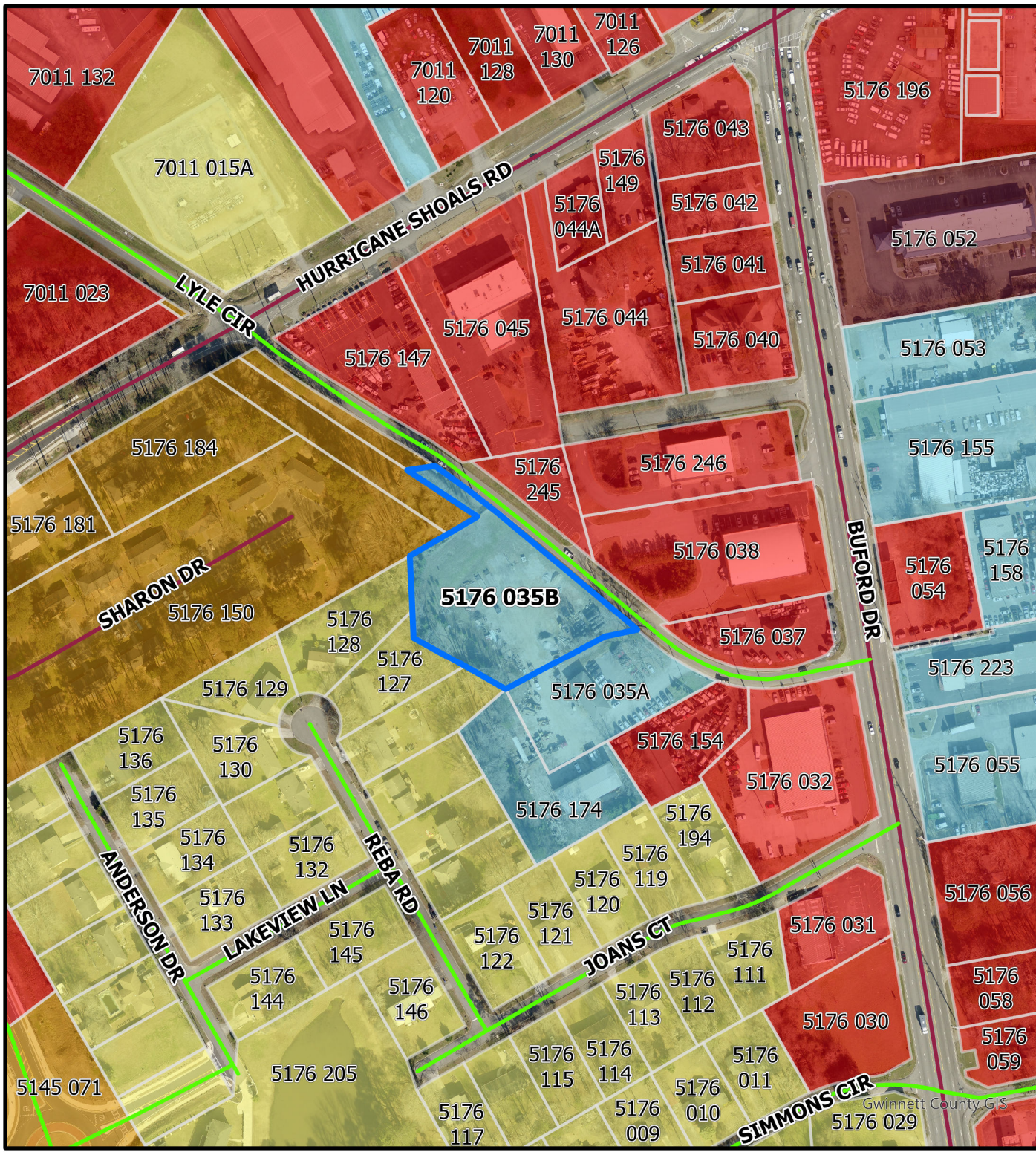
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2022-00045

Applicant: Alessandro Salvo

- Subject Property
- Parcels
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- Zoning Districts**
 - BG General Business
 - HSB Highway Service Business
 - LM Light Manufacturing
 - RM-12 Multifamily Residential
 - RS-150 Single-Family Residential





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GEORGIA

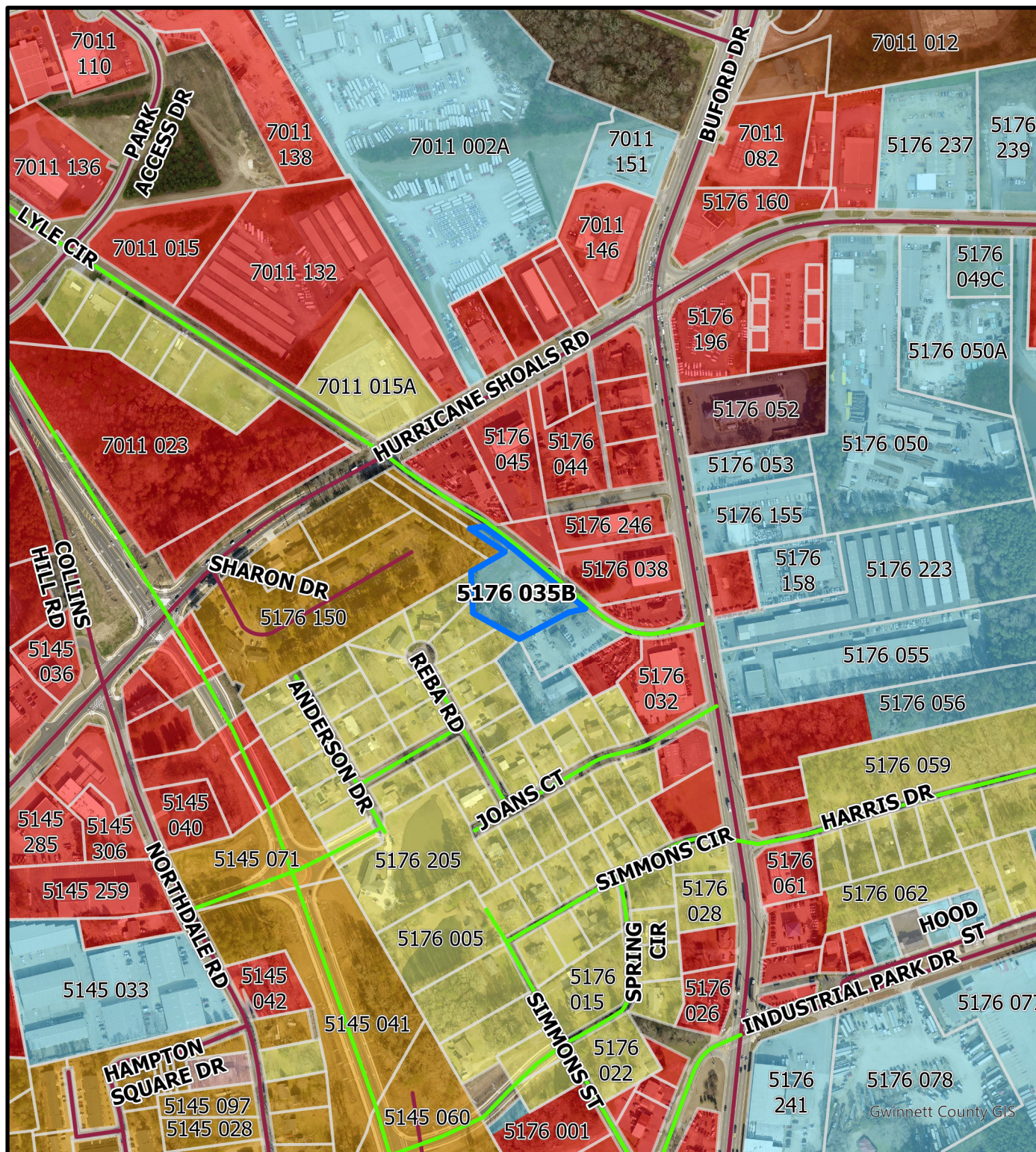
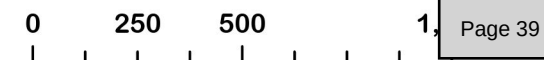
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2022-00045

Applicant: Alessandro Salvo

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





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION

AGENDA CATEGORY: DISCUSSION OF CITY BUSINESS

Item: RZR2023-00015: Citywide Rezoning- Derrick Cheek, Mahlon Sweat, Kenny Tong, Sheila and Daniel Huff, Anne and Thomas Iwanowski, Cline Nichols, Mahlon and Carolyn Sweat; Multiple addresses

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: None

Presented By: Todd Hargrave, Director Planning and Development

**Planning and
Development**

Recommendation: **Approval**

**Planning
Commission**

Recommendation: **Approval with Staff recommended conditions**

Summary: The Planning and Development Department requests the rezoning of an approximately 3.69-acre area consisting of seven separate parcels along Northdale Road. The proposed city-initiated rezoning is from RM-12 (Multifamily Residential District) to RS-150 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The subject properties are located along both sides of the right-of-way of Northdale Road, between its intersections with the Anderson Drive Connector and the N Clayton Connector in the College Corridor alongside the Collins Hill Extension. With the exception of 224 Northdale Road (PIN: R5145 028), which is undeveloped aside from an accessory shed, the properties are all currently developed with single-family residential dwelling units.

Attachments/Exhibits:

RZR2022-00015_Report

RZR2022-00015_Planning and Development recommendations

RZR2022-00015_Zoning Map zoomed in
RZR2022-00015_Zoning Map zoomed out
RZR2022-00015_Aerial Map zoomed in
RZR2022-00015_Aerial Map zoomed out



LAWRENCEVILLE

2.

Planning & Development

CASE NUMBER: RZR2022-00015

APPLICANT: TODD HARGRAVE

CONTACT: TODD HARGRAVE

PHONE NUMBER: 678.407.6583

LOCATION(S): 432, 224, 467, 447, 439, 431, AND 448 NORTHDAL
ROAD

PARCEL ID(S): R5145 027, R5145 028, R5145 043, R5145 045,
R5145 046, R5145 047, AND R5145 097

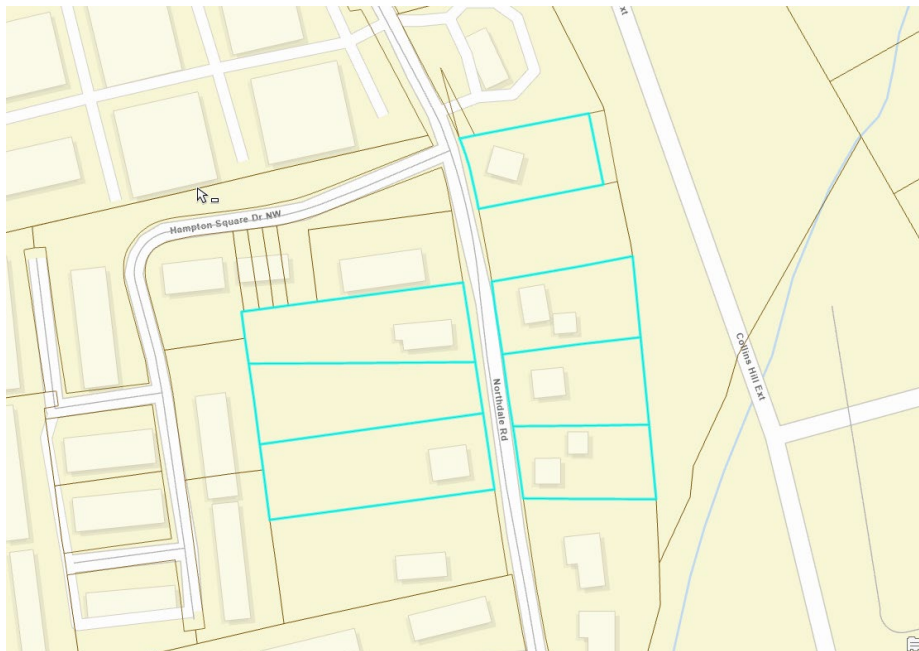
APPROXIMATE ACREAGE: 3.69

ZONING PROPOSAL: RM-12 (MULTIFAMILY RESIDENTIAL DISTRICT) TO
RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

PROPOSED DEVELOPMENT: SINGLE-FAMILY RESIDENTIAL DWELLING UNIT

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

VICINITY MAP





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ZONING HISTORY

The property was zoned RM (Multifamily Residential District) since 1960. By 2002, the parcel was rezoned to RM-12 (Multifamily Residential District), pursuant to a city-wide rezoning.

PROJECT SUMMARY

The Planning and Development Department requests the rezoning of an approximately 3.69-acre area consisting of seven separate parcels along Northdale Road. The proposed city-initiated rezoning is from RM-12 (Multifamily Residential District) to RS-150 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The subject properties are located along the both sides of the right-of-way of Northdale Road, between its intersections with the Anderson Drive Connector and the N Clayton Connector in the College Corridor alongside the Collins Hill Extension. With the exception of 224 Northdale Road (PIN: R5145 028), which is undeveloped aside from an accessory shed, the properties are all currently developed with single-family residential dwelling units.

SURROUNDING ZONING AND USE

The surrounding area is mostly characterized by multifamily and single-family residential uses, with some commercial and light industrial uses to the north. Immediately adjacent to the south are single-family dwelling units located on RM-12 zoned properties. To the east is the newly established College Corridor, designed to provide a direct connection from the Georgia Gwinnett College (GGC) to the Downtown Entertainment District. To the west, along Hampton Square Drive, are townhouse properties that are currently zoned RM-12. In addition, there is an adjacent office institutional use on a property zoned OI (Office Institutional District). To the northwest, across Northdale Road is a mini-warehouse development zoned LM (Light Manufacturing District). To the immediate north of the northmost parcel (PIN: R5145 043), there is a single-family home zoned BG (General Business District) used as an office for a drywall business. Although the proposed request to rezone the property to RS-150 may not necessarily be consistent with the established zoning pattern of the area as-is, it would be



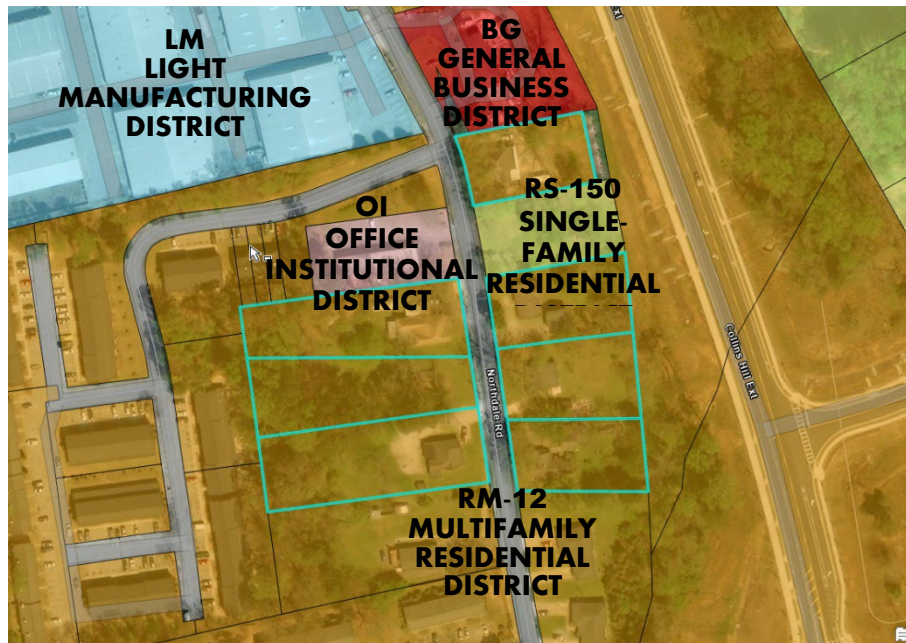
LAWRENCEVILLE

2.

Planning & Development

consistent with the established development and land use pattern along Northdale Road, which consist of predominately single-family residential dwelling units.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject properties are located within the College Corridor character area. The intent of the College Corridor character area is to provide a unique place in the community, connecting two of the city's strongest anchors: Downtown and Georgia Gwinnett College (GCC). The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan and the established intent for both character areas.

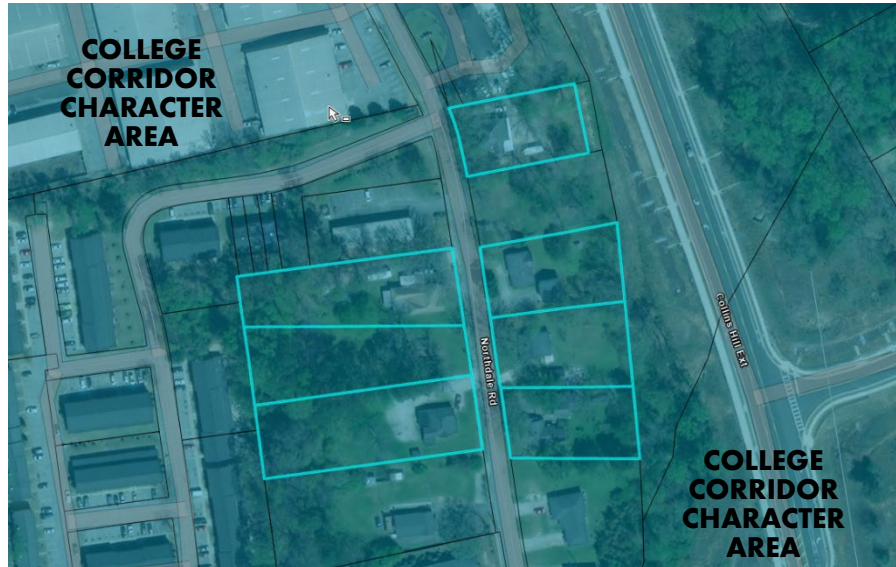


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2.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, the proposal may not be consistent with the established zoning pattern in the immediate area, however, policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the “halo effect” of high-quality development already happening nearby. This proposal would continue with the precedent set by RZR2022-00012, when City Council approved the request to rezone 457 Northdale Road from RM-12 to RS-150 to allow for the construction of a single-family home. Rather than continuing to spot-zone the area over time, this proposal would allow for a wide swath of properties alongside Northdale Road to have their zoning reflect their actual use, simplifying the permitting process for existing property owners and allowing the city to continue to rectify past zoning missteps and inconsistencies. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposal.



LAWRENCEVILLE

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



LAWRENCEVILLE

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2.

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

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

As proposed, the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency (i.e. local services, pedestrian connectivity, etc.) with the long range plans of the City of Lawrenceville.

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

The area along the right-of-way of Northdale Road has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the policies relating to the long range plans for the immediate area in order for the City to flourish.

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

The properties may not have a reasonable economic use as currently zoned, since new Multifamily Residential development requires a minimum lot size that these parcels currently do not meet.

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

Transitioning from a higher intensity use (multifamily residential) to a lower intensity one (single-family residential) would reduce the demand on public facilities in the form of traffic, utilities, stormwater runoff, and schools. This reduction would likely be minimal, however, given that these homes are already being used as single-family dwellings.



LAWRENCEVILLE

2.

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

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The College Corridor is intended as a mixed-use district that includes single-family residential housing, so this rezoning conforms with the long-range plan.

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

The proposal would continue a long overdue zoning clean up in this area that began in October 2022 with RZR2022-00012.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_01182023

RZR2022-00015

Approval of an RS-150 (Single-Family Residential District), subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** New Construction of Single-family detached dwelling units, accessory uses, and structures.
 - B.** The minimum heated floor area per dwelling unit shall be 2,000 square feet for one-story homes and 2,200 square feet for two-story homes.
 - C.** The façade, rear and side elevations of the single-family detached residential unit shall be designed and constructed consisting of four (4) sides of masonry, which could be brick, stone, or a combination of brick and stone (with accents of fiber cement siding). The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** The single-family detached dwelling unit shall have a double-car garage with carriage-style garage doors. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - E.** The single-family detached dwelling unit shall consist of two (2) car garages, with a driveway measuring eighteen (18) feet in width (20) feet in depth, providing sufficient space for two (2) passenger vehicles. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - F.** The single-family detached dwelling unit shall be a maximum height of thirty-five (35) feet in height, as measured from the lowest elevation of the finished floor. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - G.** The Front Yard Area shall be adjacent to the College Corridor. The Front Yard Area shall have a Building Setback of thirty-five (35) feet.

- H.** The façade of the single-family detached dwelling unit shall face or be adjacent to the College Corridor.
- I.** The Rear Yard Area shall be adjacent to Northdale Road. The Rear Yard Area shall have a Building Setback of forty (40) feet.
- J.** The rear elevation of the single-family detached dwelling unit shall face or be adjacent to Northdale Road.
- K.** The Side Yard Area shall have a Building Setback of ten (10).
- L.** Vehicular access to the subject property shall be provided by an existing curb cut along Northdale Road.

2. To satisfy the following site development considerations:

- A.** Detached Single-Family dwellings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, Section 601 Residential Minimum Architectural and Design Standards, and International Residential Code (IRC). Final building elevations shall be subject to the review and approval of the Director of the Planning and Development Department.
- B.** Maintain or provide a five (5) foot concrete sidewalk adjacent to the Northdale Road right-of-way.
- C.** Natural vegetation shall remain on the property until the issuance of a development permit.
- D.** Any utility relocations shall be the responsibility of the developer.



LAWRENCEVILLE

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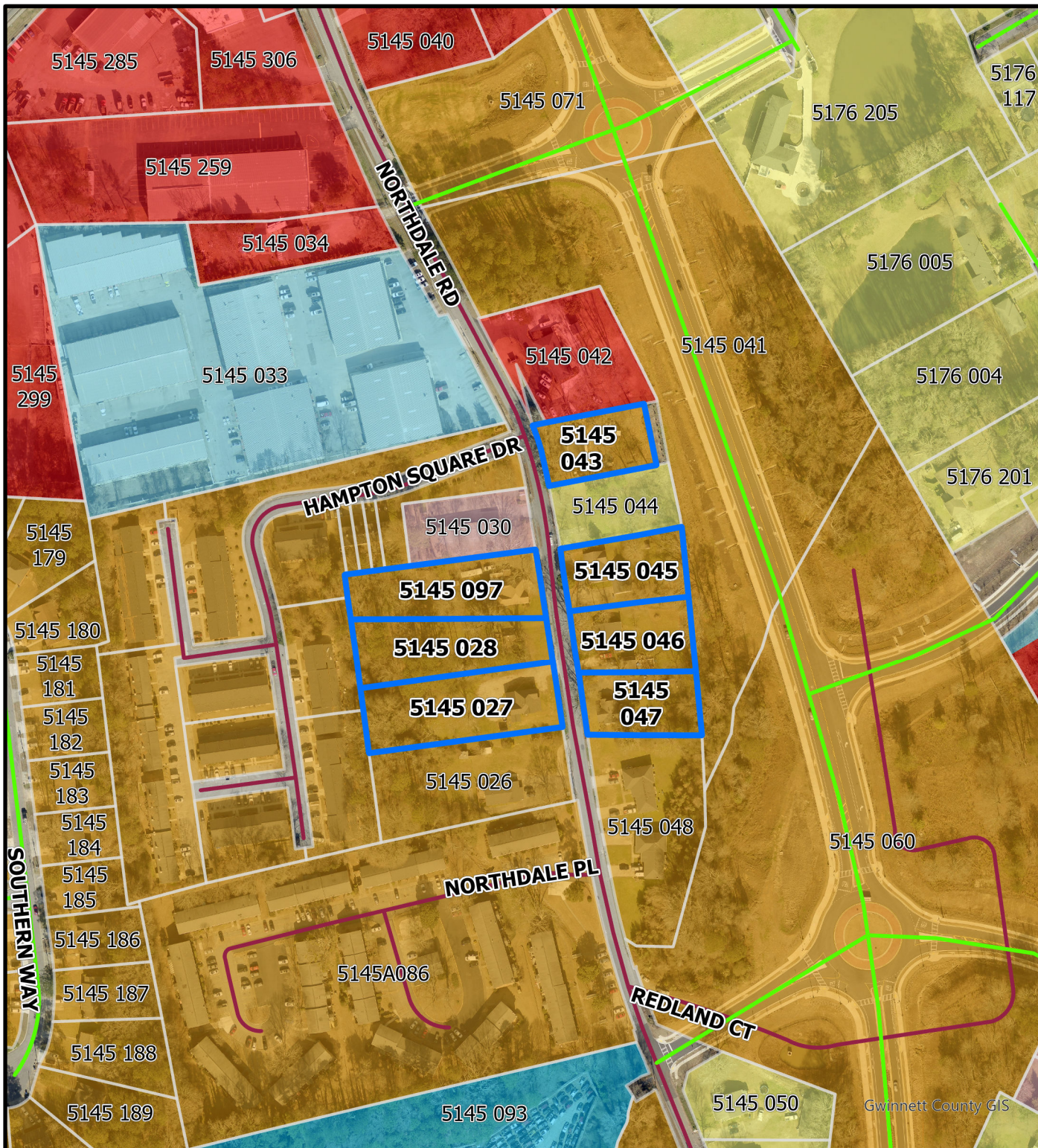
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2022-00015

Applicant: Todd Hargrave

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





LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

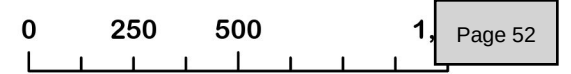
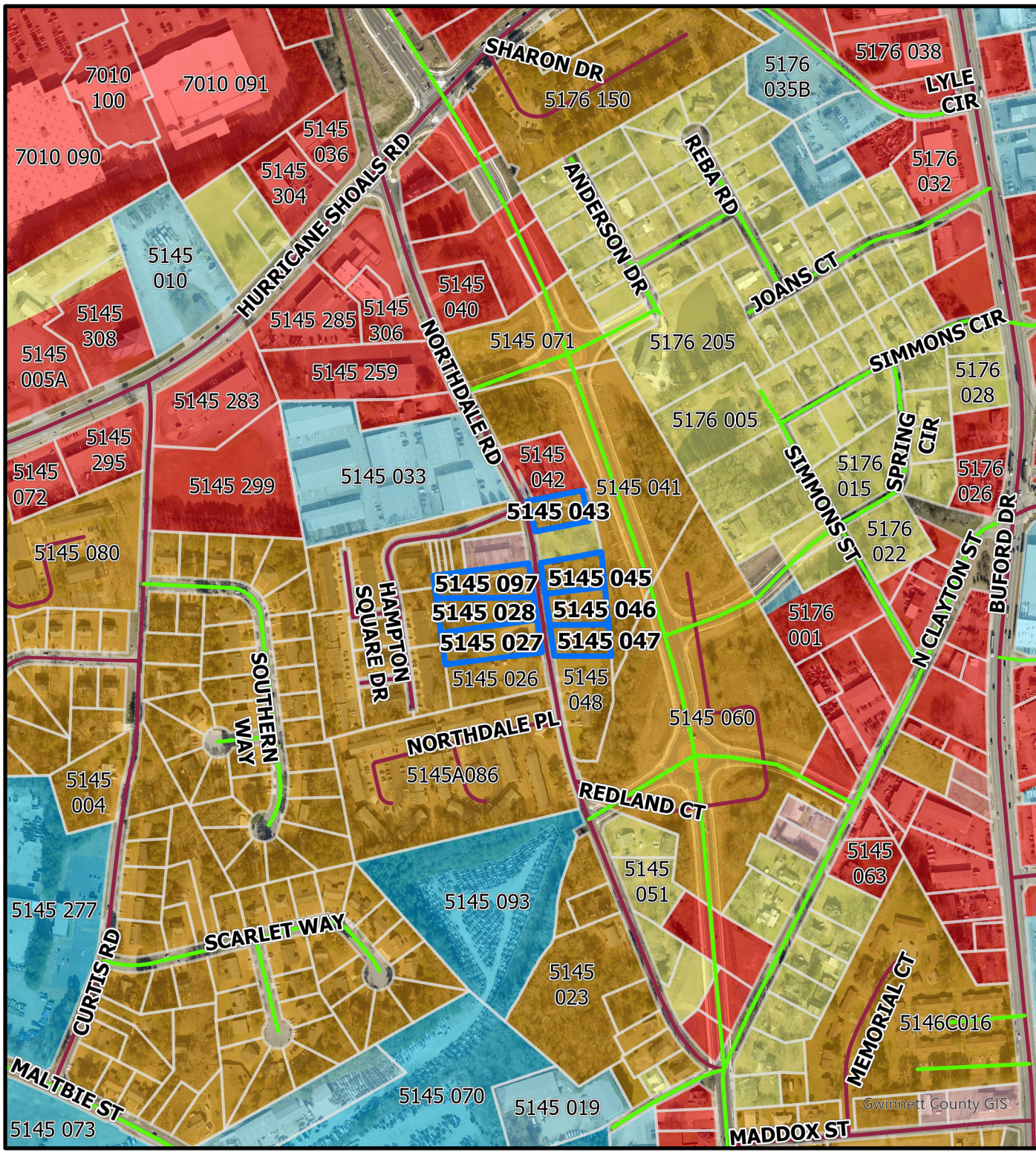
File # RZR2022-00015

Applicant: Todd Hargrave

- Subject Properties
- Parcels
- City Maintained Streets
- County Maintained Streets

Zoning Districts

- BG General Business
- BGC Central General Business
- LM Light Manufacturing
- HM Heavy Manufacturing
- OI Office/Institutional
- RM-12 Multifamily Residential
- RS-150 Single-Family Residential





LAWRENCEVILLE

GEORGIA

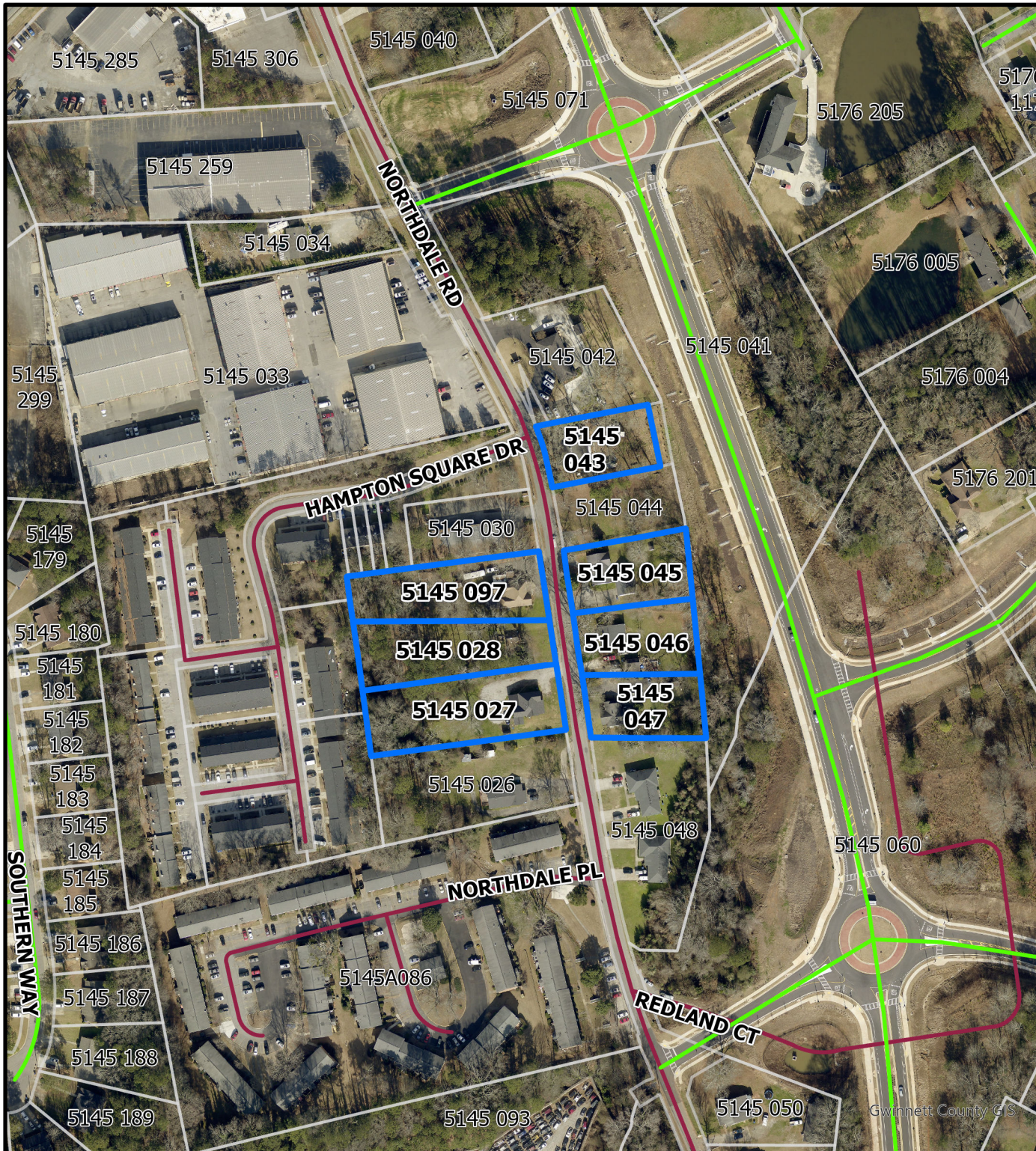
The City of Lawrenceville
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Location Map & Surrounding Areas

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- Parcels
- City Maintained Streets
- County Maintained Streets



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LAWRENCEVILLE

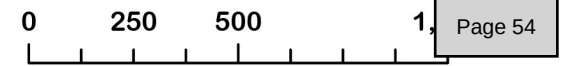
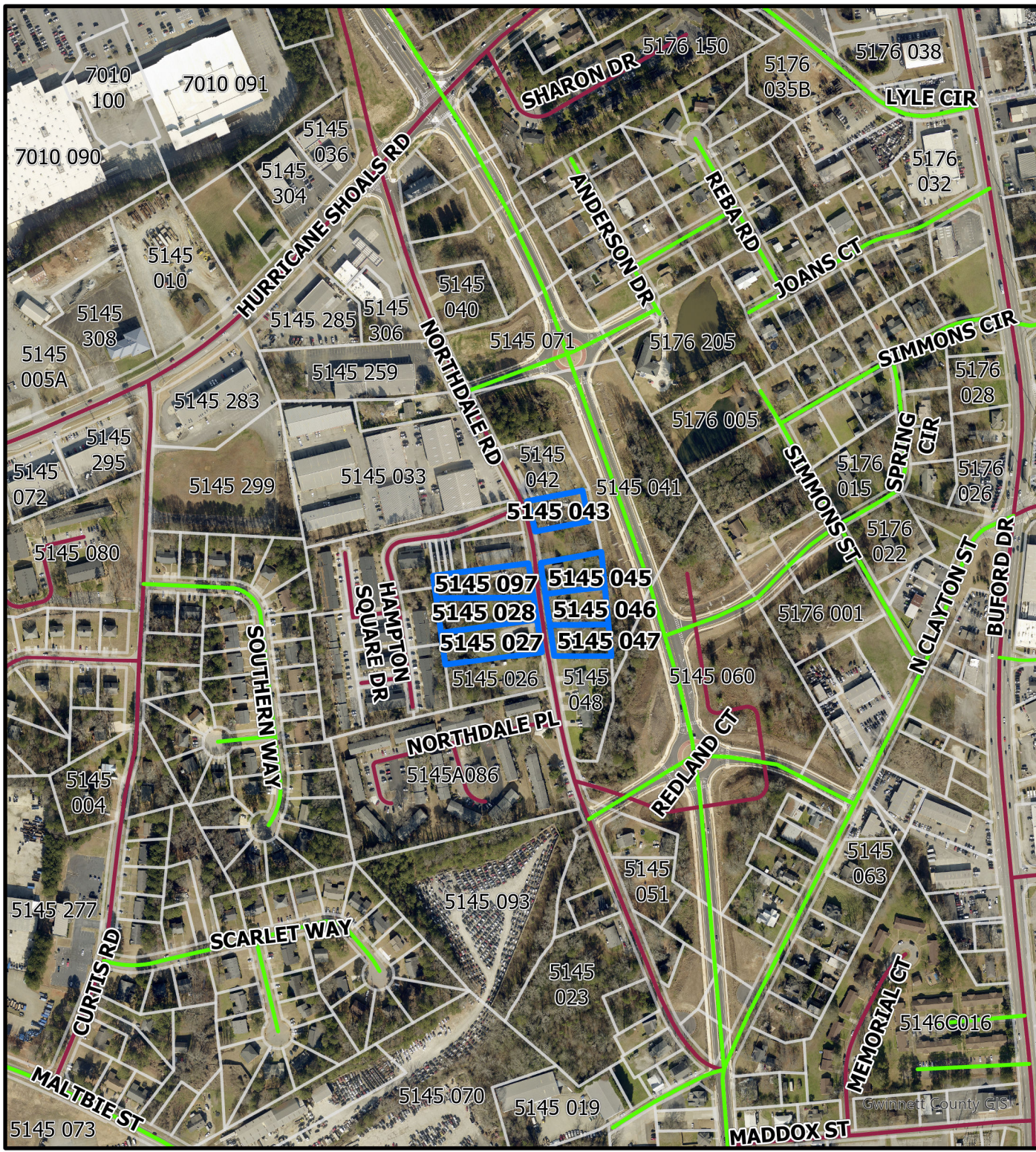
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The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZR2022-00015

Applicant: Todd Hargrave

-  Subject Properties
-  Parcels
-  City Maintained Streets
-  County Maintained Streets





LAWRENCEVILLE

GEORGIA

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

Item: RZR2023-00016: Citywide Rezoning - Derrick Cheek, Pappy and Annamma Samuel, Rickie and Garnett Lance; Multiple addresses

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: None

Presented By: Todd Hargrave, Director Planning and Development

**Planning and
Development**

Recommendation: **Approval**

Planning

Commission

Recommendation: **Approval with Staff recommended conditions**

Summary: The Planning and Development Department requests the rezoning of an approximately 1.82-acre area consisting of five separate parcels along Northdale Road. The proposed city-initiated rezoning is from RM-12 (Multifamily Residential District) to RS-150 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The subject properties are located along the western right-of-way of Northdale Road, south of its intersection with the N Clayton Connector in the College Corridor alongside the Collins Hill Extension. Three of the three parcels are already developed with single-family homes (102, 123, and 155 Northdale Road), while the remaining two parcels are vacant undeveloped land (PINs R5145 275 and R5145 297).

Attachments/Exhibits:

RZR2022-00016_Report

RZR2022-00016_Planning and Development recommendations

RZR2022-00016_Zoning Map zoomed in

RZR2022-00016_Zoning Map zoomed out
RZR2022-00016_Aerial Map zoomed in
RZR2022-00016_Aerial Map zoomed out



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3.

Planning & Development

CASE NUMBER: RZR2022-00016

APPLICANT: TODD HARGRAVE

CONTACT: TODD HARGRAVE

PHONE NUMBER: 678.407.6583

LOCATION(S): 102, 123, 155, 0, AND 0 NORTHDAL ROAD

PARCEL ID(S): R5145 022, R5145 023B, R5145 024, R5145 275,
AND R5145 297

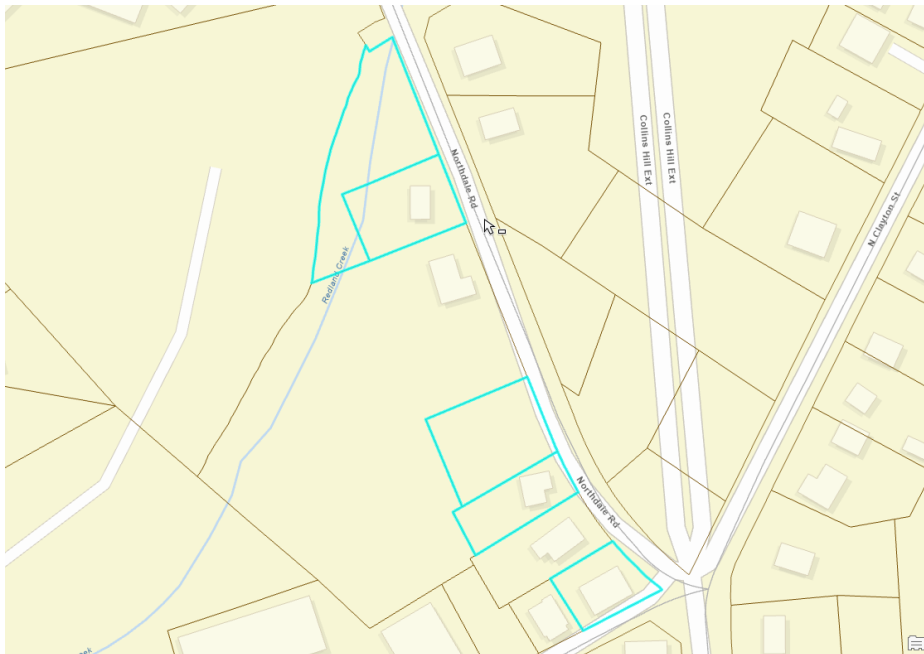
APPROXIMATE ACREAGE: 1.82

ZONING PROPOSAL: RM-12 (MULTIFAMILY RESIDENTIAL DISTRICT) TO
RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

PROPOSED DEVELOPMENT: SINGLE-FAMILY RESIDENTIAL DWELLING UNIT

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

VICINITY MAP





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Planning & Development

ZONING HISTORY

The property was zoned RM (Multifamily Residential District) since 1960. By 2002, the parcel was rezoned to RM-12 (Multifamily Residential District), pursuant to a city-wide rezoning.

PROJECT SUMMARY

The Planning and Development Department requests the rezoning of an approximately 1.82-acre area consisting of five separate parcels along Northdale Road. The proposed city-initiated rezoning is from RM-12 (Multifamily Residential District) to RS-150 (Single-Family Residential District) to bring the zoning in line with the current land use of the area; that is, single-family homes. The subject properties are located along the western right-of-way of Northdale Road, south of its intersection with the N Clayton Connector in the College Corridor alongside the Collins Hill Extension. Three of the three parcels are already developed with single-family homes (102, 123, and 155 Northdale Road), while the remaining two parcels are vacant undeveloped land (PINs R5145 275 and R5145 297).

SURROUNDING ZONING AND USE

The surrounding area is mostly characterized by multifamily and single-family residential uses, with heavy industrial uses to the west and commercial uses in the south. Immediately adjacent to these properties are single-family dwelling units on parcels zoned both RM-12 and RS-150. To the east is the newly established College Corridor, designed to provide a direct connection from the Georgia Gwinnett College (GGC) to the Downtown Entertainment District. There is a smattering of parcels zoned RS-150 and BG (General Business District) alongside Collins Hill Extension, but as of now these parcels remain vacant due to the recent infrastructural work. Further to the east, alongside N Clayton Street, there are extant single-family homes zoned RS-150. To the west of the subject area is a large junkyard currently zoned HM (Heavy Manufacturing District). There is a single-family home zoned BG directly to the south of the subject properties, used as an office for a drug testing services office. Although the proposed request to rezone the property to RS-150 may not necessarily be consistent with the established zoning pattern of the area as-is, it would be consistent with the established



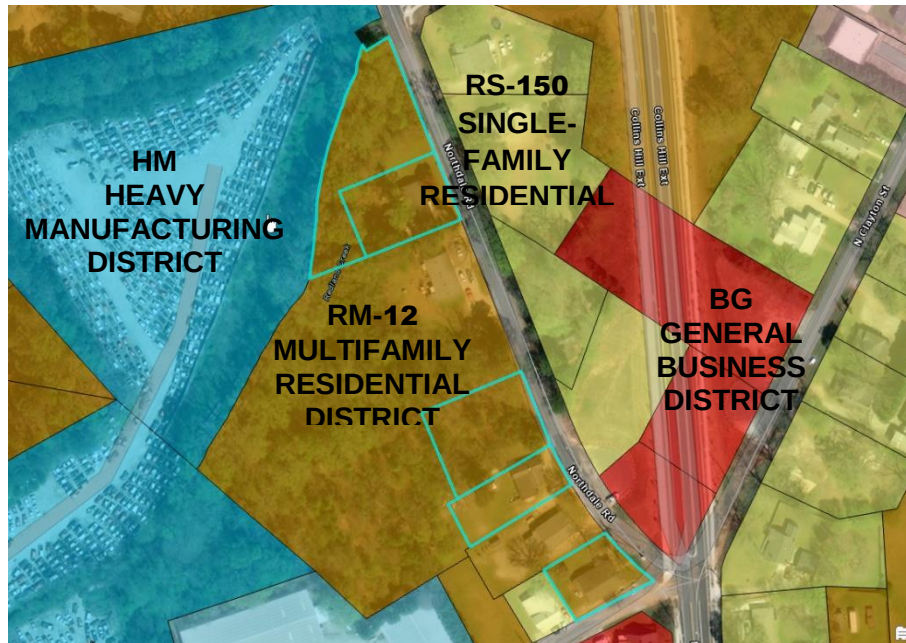
LAWRENCEVILLE

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development and land use pattern along Northdale Road, which consist of predominately single-family residential dwelling units.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject properties are located within the College Corridor and the Downtown character areas. The intent of the College Corridor character area is to provide a unique place in the community, connecting two of the city's strongest anchors: Downtown and Georgia Gwinnett College (GCC). The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. Likewise, Downtown is the heart of Lawrenceville, both in terms of its location and the level of activity. It is the highest intensity district in terms of its density and mixture of uses, particularly



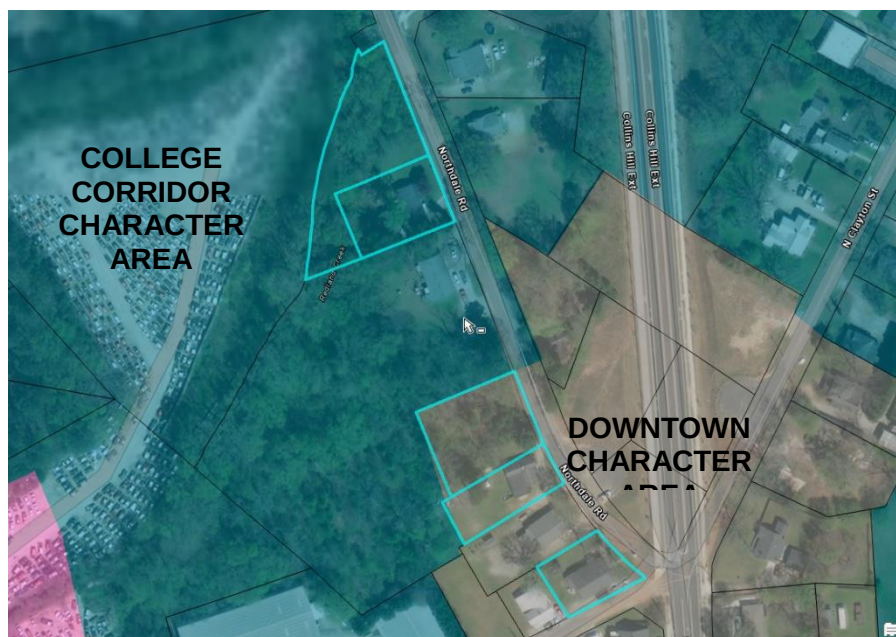
LAWRENCEVILLE

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because of its mix of businesses. Development supports a live-work-play lifestyle, with a variety of housing, employment, and entertainment options. The streets are vibrant and walkable, and the sidewalks do not roll up at 5:00pm every night—it is a center for arts, culture, and music in Gwinnett County. In Downtown, there is a place for everyone: families, students, millennials, empty nesters, and seniors all feel at home and welcome. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan and the established intent for both character areas.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, the proposal may not be consistent with the established zoning pattern in the immediate area, however, policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the “halo effect” of high-quality development



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already happening nearby. This proposal would continue with the precedent set by RZR2022-00012, when City Council approved the request to rezone 457 Northdale Road from RM-12 to RS-150 to allow for the construction of a single-family home. Rather than continuing to spot-zone the area over time, this proposal would allow for a wide swath of properties alongside Northdale Road to have their zoning reflect their actual use, simplifying the permitting process for existing property owners and allowing the city to continue to rectify past zoning missteps and inconsistencies. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposal.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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

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

As proposed, the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency (i.e. local services, pedestrian connectivity, etc.) with the long range plans of the City of Lawrenceville.

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

The area along the right-of-way of Northdale Road has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the policies relating to the long range plans for the immediate area in order for the City to flourish.

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

The properties may not have a reasonable economic use as currently zoned, since new Multifamily Residential development requires a minimum lot size that these parcels currently do not meet.

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

Transitioning from a higher intensity use (multifamily residential) to a lower intensity one (single-family residential) would reduce the demand on public facilities in the form of traffic, utilities, stormwater runoff, and schools. This reduction would likely be minimal, however, given that these homes are already being used as single-family dwellings.



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

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The College Corridor is intended as a mixed-use district that includes single-family residential housing, so this rezoning conforms with the long-range plan.

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

The proposal would continue a long overdue zoning clean up in this area that began in October 2022 with RZR2022-00012.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_01182023

RZR2022-00016

Approval of an RS-150 (Single-Family Residential District), subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** New Construction of Single-family detached dwelling units, accessory uses, and structures.
 - B.** The minimum heated floor area per dwelling unit shall be 2,000 square feet for one-story homes and 2,200 square feet for two-story homes.
 - C.** The façade, rear and side elevations of the single-family detached residential unit shall be designed and constructed consisting of four (4) sides of masonry, which could be brick, stone, or a combination of brick and stone (with accents of fiber cement siding). The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** The single-family detached dwelling unit shall have a double-car garage with carriage-style garage doors. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - E.** The single-family detached dwelling unit shall consist of two (2) car garages, with a driveway measuring eighteen (18) feet in width (20) feet in depth, providing sufficient space for two (2) passenger vehicles. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - F.** The single-family detached dwelling unit shall be a maximum height of thirty-five (35) feet in height, as measured from the lowest elevation of the finished floor. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - G.** The Front Yard Area shall be adjacent to the Northdale Road. The Front Yard Area shall have a Building Setback of thirty-five (35) feet.

- H.** The Rear Yard Area shall have a Building Setback of forty (40) feet.
- I.** The Side Yard Area shall have a Building Setback of ten (10).
- J.** Vehicular access to the subject property shall be provided by an existing curb cut along Northdale Road.

2. To satisfy the following site development considerations:

- A.** Detached Single-Family dwellings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, Section 601 Residential Minimum Architectural and Design Standards, and International Residential Code (IRC). Final building elevations shall be subject to the review and approval of the Director of the Planning and Development Department.
- B.** Maintain or provide a five (5) foot concrete sidewalk adjacent to the Northdale Road right-of-way.
- C.** Natural vegetation shall remain on the property until the issuance of a development permit.
- D.** Any utility relocations shall be the responsibility of the developer.

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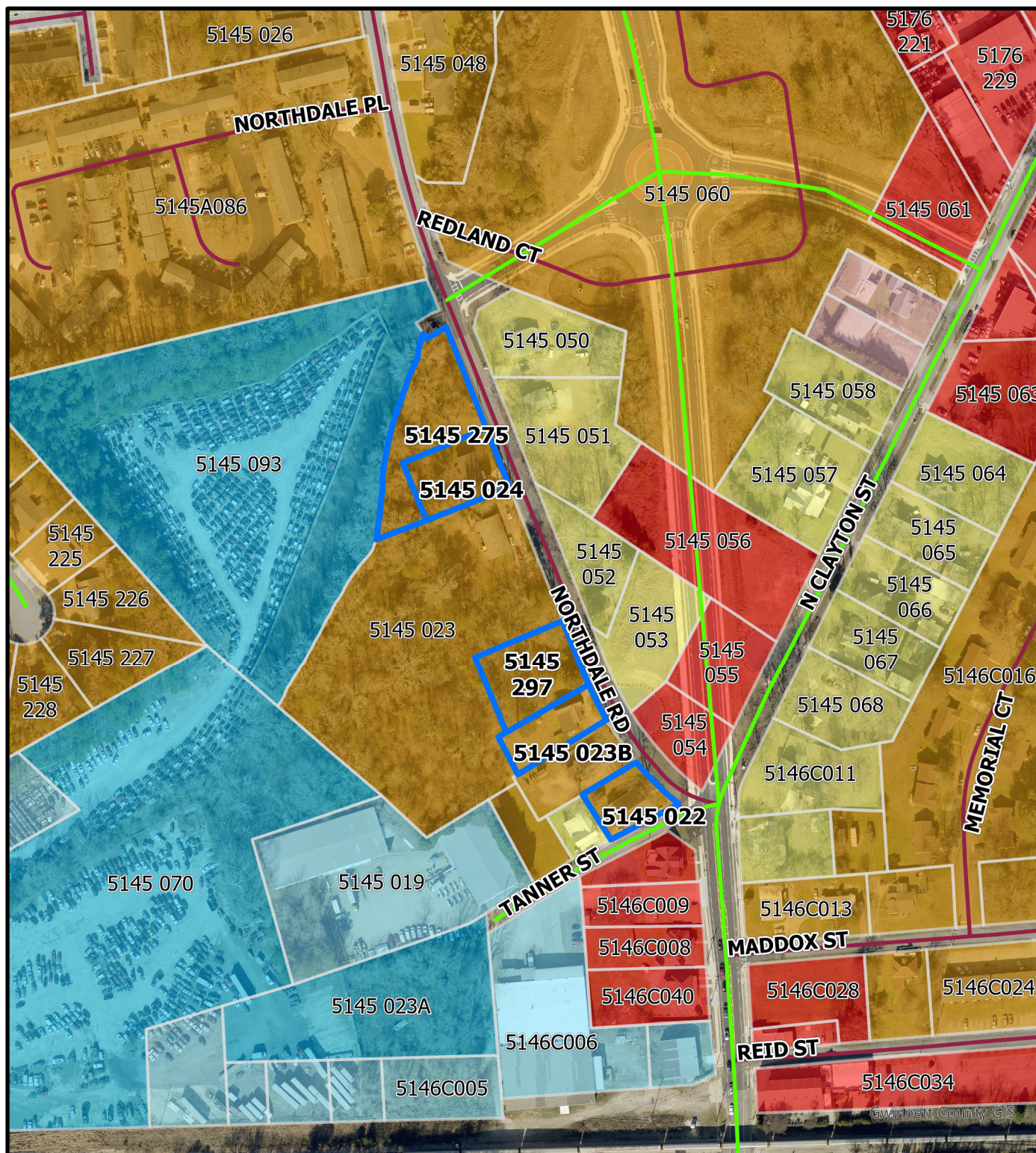
Location Map & Surrounding Areas

Applicant: Todd Hargrave

-  Subject Properties
 Parcels
 City Maintained Streets
 County Maintained Streets

Zoning Districts

-  BG General Business
-  LM Light Manufacturing
-  HM Heavy Manufacturing
-  OI Office/Institutional
-  RM-12 Multifamily Residential
-  RS-150 Single-Family Residential



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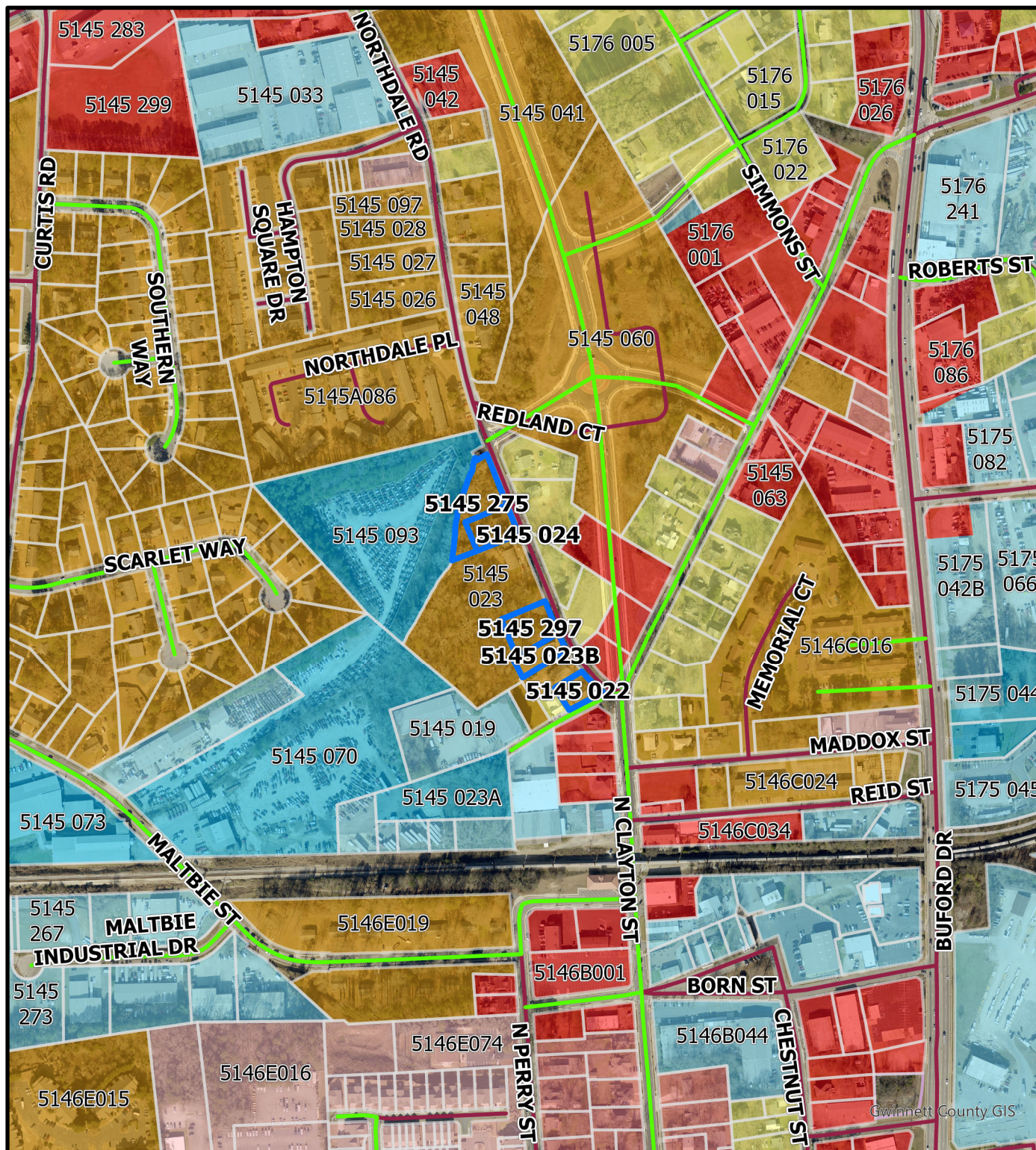
Location Map & Surrounding Areas

Applicant: Todd Hargrave

-  Subject Properties
 Parcels
 City Maintained Streets
 County Maintained Streets

Zoning Districts

-  BG General Business
-  BGC Central General Business
-  LM Light Manufacturing
-  HM Heavy Manufacturing
-  OI Office/Institutional
-  RM-12 Multifamily Residential
-  RS-150 Single-Family Residential
-  <all other values>



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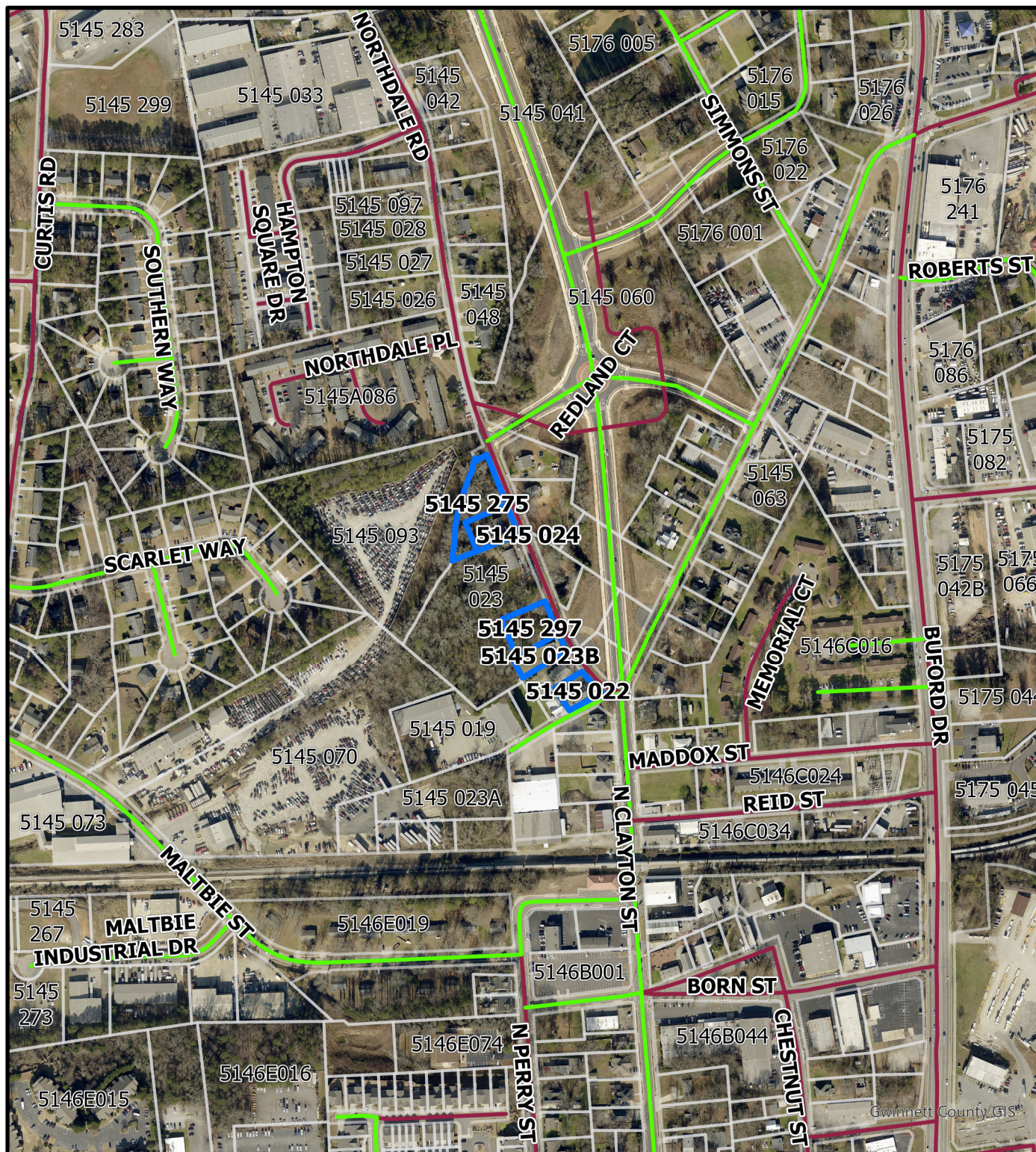
Location Map & Surrounding Areas

Applicant: Todd Hargrave

-  Subject Properties
 Parcels
 City Maintained Streets
 County Maintained Streets



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LAWRENCEVILLE

GEORGIA

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

File # RZR2022-00016

Applicant: Todd Hargrave

-  Subject Properties
-  Parcels
-  City Maintained Streets
-  County Maintained Streets





LAWRENCEVILLE

GEORGIA

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

Item: RZR2023-00017; Karen Wright; 577 Scenic Highway

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: None

Presented By: Todd Hargrave, Director Planning and Development

Planning and Development Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Staff recommended conditions**

Summary: The applicant requests the rezoning of an approximately 0.45-acre parcel at 577 Scenic Highway; the proposed rezoning is from OI (Office-Institutional District) to RS-180 (Single-Family Residential District). The subject property are located along the western right-of-way of Scenic Highway, just north of its intersection with Moon Road. The parcel is already developed with a single-family home that is currently being used as an office.

Attachments/Exhibits:
RZR2022-00017_Report
RZR2022-00017_Planning and Development recommendations
RZR2022-00017_Application
RZR2022-00017_Letter of Intent
RZR2022-00017_Survey
RZR2022-00017_Zoning Map zoomed in
RZR2022-00017_Zoning Map zoomed out

RZR2022-00017_Aerial Map zoomed in
RZR2022-00017_Aerial Map zoomed out

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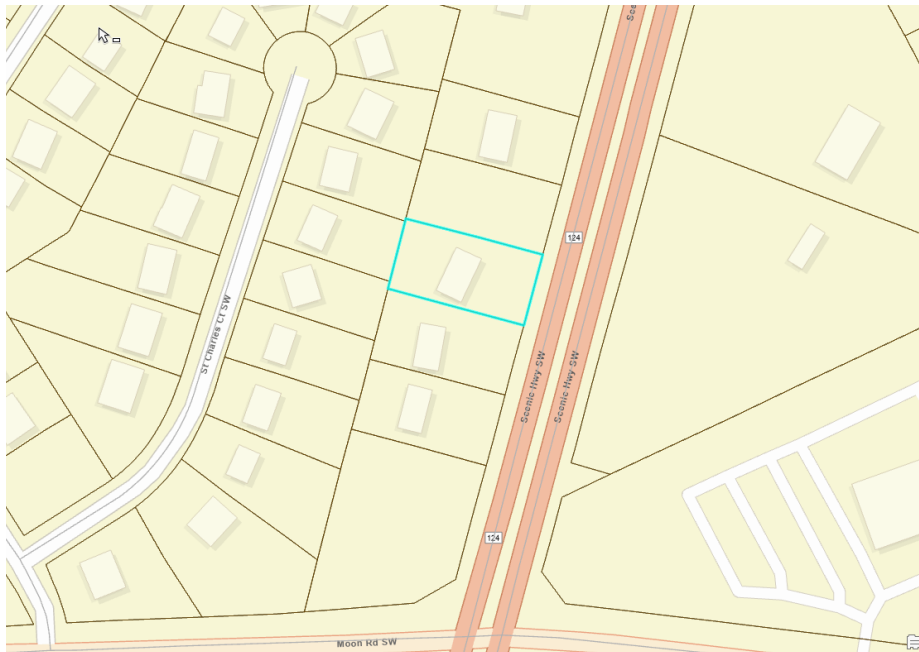
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Planning & Development

CASE NUMBER:	RZR2022-00017
APPLICANT:	KAREN WRIGHT
OWNER(S):	KAREN WRIGHT
CONTACT:	770.899.0786
LOCATION(S):	577 SCENIC HIGHWAY
PARCEL ID(S):	R5116 101
APPROXIMATE ACREAGE:	0.45
ZONING PROPOSAL:	OI (OFFICE-INSTITUTIONAL DISTRICT) TO RS-180 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
PROPOSED DEVELOPMENT:	SINGLE-FAMILY RESIDENTIAL DWELLING UNIT
DEPARTMENT RECOMMENDATION:	APPROVAL WITH CONDITIONS

VICINITY MAP





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Planning & Development

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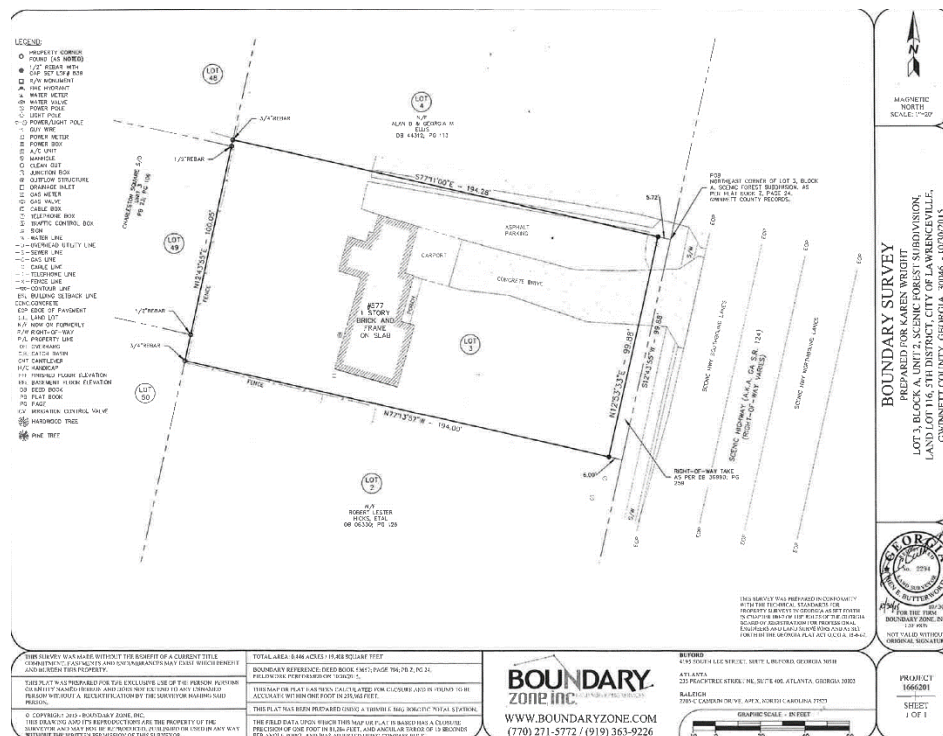
ZONING HISTORY

In 1986, the subject property was zoned RS-180 (Single-Family Residential District). The subject property was rezoned to ON (Office-Neighborhood District) in 2004. In 2016, the subject property was rezoned to OI (Office-Institutional District), its current zoning category.

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 0.45-acre parcel at 577 Scenic Highway; the proposed rezoning is from OI (Office-Institutional District) to RS-180 (Single-Family Residential District). The subject property are located along the western right-of-way of Scenic Highway, just north of its intersection with Moon Road. The parcel is already developed with a single-family home that is currently being used as an office.

LAND SURVEY





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ZONING AND DEVELOPMENT STANDARDS

The existing single-family home would be repurposed to fulfill its original use as a residential dwelling unit. A variance is requested to reduce the minimum lot width from 100' to 99.88'; this discrepancy is minor and was likely due to surveying error.

SURROUNDING ZONING AND USE

The surrounding area is mostly characterized by multifamily and single-family residential uses. Immediately adjacent to this property on Scenic Highway are single-family dwelling units on parcels zoned RS-180 (Single-Family Residential District). To the west along St Charles Court are several duplexes on parcels zoned RM-12 (Multifamily Residential District). There is another parcel zoned OI (Office Institutional District) to the north along Scenic Highway and several parcels zoned BG (General Business District) around three corners of the Scenic Highway / Moon Road intersection. Finally, the parcels along the eastern right-of-way of Scenic Highway are both zoned RS-180. The proposal to rezone the property to RS-180 would be consistent with the established zoning and land use patterns of the area along Scenic Highway, which consists predominately of single-family homes.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





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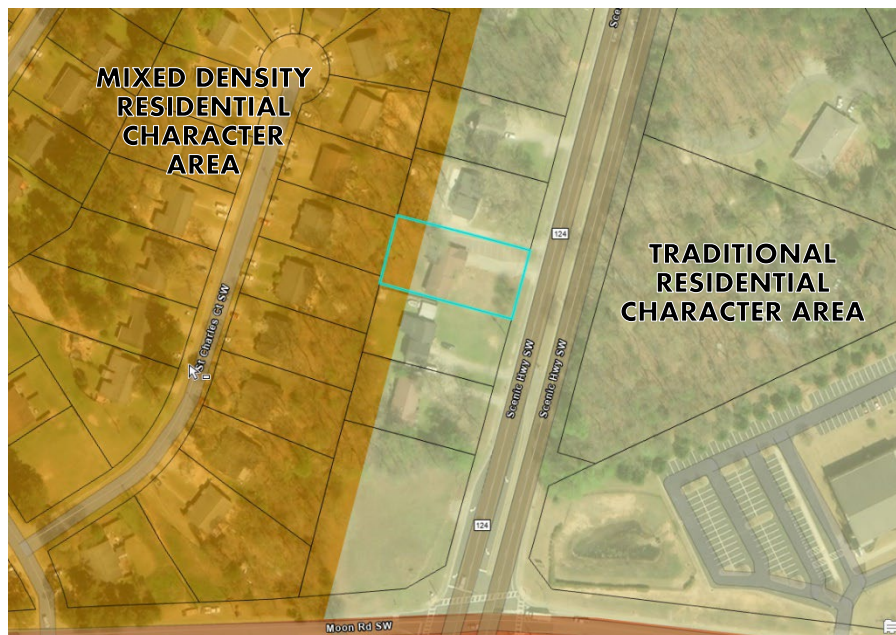
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2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject properties are located within the Traditional Residential character area. Traditional Residential areas are predominantly single-family, suburban-style neighborhoods located in the southern half of the city. The purpose of this character area is to preserve these traditional neighborhoods and buffer them from more intense land uses. Density is typically low (less than 3 dwelling units per acre), and most open space is in private yards. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, the proposal is consistent with the established zoning pattern in the immediate area, that of traditional residential development composed of single-family homes. While there are already some houses that have been rezoned for



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commercial use in the general area, this was done in a piecemeal fashion during a time when the city was not considering a long-term vision for development. According to the 2040 Comprehensive Plan, the area along Scenic Highway where the subject property is located should remain as traditional residential. This rezoning request would align the zoning of the subject property with the land uses of the area in a manner that is consistent with the vision put forth in the 2040 Comprehensive Plan. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the request.



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4.

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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Planning & Development

4.

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

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

As proposed, the plan would be suitable in view of the use and development in the immediate area along Scenic Highway.

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

The area along the right-of-way of Scenic Highway has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the policies relating to the long range plans for the immediate area in order for the City to flourish.

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

The property has a reasonable economic use as currently zoned.

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

Transitioning from a higher intensity use (offices) to a lower intensity one (single-family residential) would reduce the demand on public facilities in the form of traffic, utilities, and stormwater runoff. The school system could have marginally increased demand; however, this impact would be mitigated with appropriate planning.

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

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The Traditional Residential character area is district composed



LAWRENCEVILLE

4.

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predominantly of single-family residential housing, so this rezoning conforms with the long-range plan.

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

The proposal would continue a long overdue zoning clean up for this area.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_01252023

RZR2022-00017

Approval of an RS-180 (Single-Family Residential District), subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** New construction of single-family detached dwelling units, accessory uses, and structures.
 - B.** The minimum heated floor area per dwelling unit shall be 2,000 square feet for one-story homes and 2,400 square feet for two-story homes.
 - C.** The façade, rear and side elevations of the single-family detached residential unit shall be designed and constructed consisting of four (4) sides of masonry, which could be brick, stone, or a combination of brick and stone (with accents of fiber cement siding). The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** The single-family detached dwelling unit shall have a double-car garage with carriage-style garage doors. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - E.** The single-family detached dwelling unit shall consist of two (2) car garages, with a driveway measuring eighteen (18) feet in width (20) feet in depth, providing sufficient space for two (2) passenger vehicles. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - F.** The single-family detached dwelling unit shall be a maximum height of thirty-five (35) feet in height, as measured from the lowest elevation of the finished floor. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - G.** The Front Yard Area shall be adjacent to the Scenic Highway. The Front Yard Area shall have a Building Setback of no less than fifty (50) feet.

- H.** The Rear Yard Area shall have a Building Setback of forty (40) feet.
- I.** The Side Yard Area shall have a Building Setback of ten (10).
- J.** Vehicular access to the subject property shall be provided by an existing curb cut along Scenic Highway.

2. To satisfy the following site development considerations:

- A.** Detached Single-Family dwellings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, Section 601 Residential Minimum Architectural and Design Standards, and International Residential Code (IRC). Final building elevations shall be subject to the review and approval of the Director of the Planning and Development Department.
- B.** Maintain or provide a five (5) foot concrete sidewalk adjacent to the Scenic Highway right-of-way.
- C.** Natural vegetation shall remain on the property until the issuance of a development permit.
- D.** Any utility relocations shall be the responsibility of the developer.

3. The following variances are granted:

- A.** Variances to allow the rehabilitation of the existing structure or new construction, subject to the following:
 - i.** A variance from the Zoning Ordinance, Article 1, Section 102.2, Subsection B. Lot Development Standards, Lot Minimum Width, allows reduction of the minimum lot width requirement from 100 feet to 99.88 feet.



LAWRENCEVILLE

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REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Karen Wright</u>	NAME: <u>Karen Wright</u>
ADDRESS: <u>577 Scenic Hwy</u>	ADDRESS: <u>561 Harris Drive</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Mc Donough</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30252</u>
CONTACT PERSON: <u>Karen Wright</u> PHONE: <u>770-899-0786</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>OT</u> REQUESTED ZONING DISTRICT: <u>RS-150 Residential</u>	
PARCEL NUMBER(S): <u>RS116 101</u> ACREAGE: <u>0.45</u>	
ADDRESS OF PROPERTY: <u>577 Scenic Hwy, L'ville, GA 30046</u>	

[Signature] 12/29/2022
SIGNATURE OF APPLICANT DATE

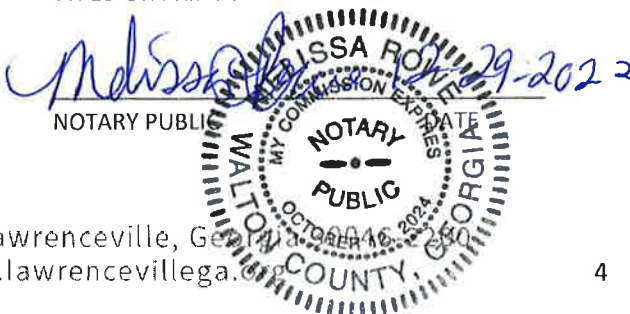
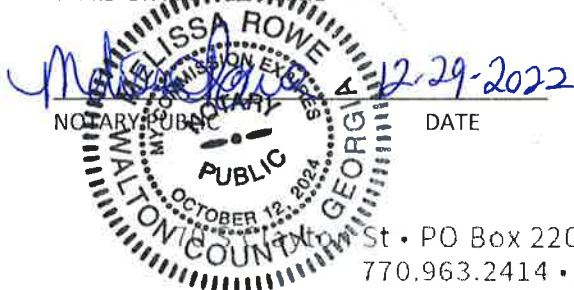
Karen Wright

TYPED OR PRINTED NAME

[Signature] 12/29/2022
SIGNATURE OF OWNER DATE

Karen Wright

TYPED OR PRINTED NAME





LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER:

(Map Reference Number)

District

Land Lot

Parcel

RS116-101

Signature of Applicant

Date

Type or Print Name and Title

Karen Wright - Owner

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

TAX COMMISSIONER'S USE ONLY

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

NAME

TITLE

DATE



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No Y/N

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

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

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

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

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

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



LAWRENCEVILLE

GEORGIA

FEE SCHEDULE

Rezoning, Change-in-Conditions and Special Use Permit Fees-

(Note: a Special Use Permit related to a companion rezoning case shall not incur an additional fee)

For Single-Family Residential Districts.

Fee:

< 5 Acres = \$500
 5 – 10 Acres = \$750
 10 – 20 Acres = \$1,000
 20 Acres or more = \$1,500

For the following: Multifamily (attached housing); Mixed-Use Districts.

Fee:

< 5 Acres = \$500 + \$10 per unit
 5 – 10 Acres = \$750 + \$10 per unit
 10 – 20 Acres = \$1,000 + \$10 per unit
 20 Acres or more = \$1,500 + \$10 per unit

For Commercial, Office and Industrial Districts.

Fee:

< 5 Acres = \$500
 5 – 10 Acres = \$750
 10 – 20 Acres = \$1,000
 20 Acres or more = \$1,500

KAREN WRIGHT

3980 North Henry Blvd, Suite D

Stockbridge, GA 30281

Dear Sir/Madam:

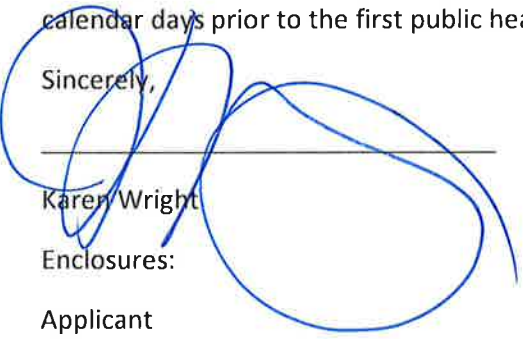
Please be advised that **Karen Wright** has applied for a rezoning of property located at 577 Scenic Highway, Lawrenceville, GA 30046 from **O&I** to residential to allow residential use.

The Lawrenceville Planning Commission will hold a public hearing on **February 6, 2023** in order to make a recommendation to the Mayor and City Council on the rezoning request. This meeting will be at 7:00 P.M. in the Council Assembly Room, 4th Floor of City Hall, which is located at 70 South Clayton Street, Lawrenceville, Georgia. The Mayor and City Council will hold a public hearing on the rezoning request on February 6, 2023. This meeting will also be held at 7:00 P.M. in the Council Assembly Room of City Hall.

If you would like to comment on the rezoning request, please plan to attend these meetings. The public is allowed to speak during both the Planning Commission meeting and City Council public hearing.

If you plan to speak in opposition to this request, please be advised that in accordance with Chapter 36-67A-3(c) of the Code of Georgia, if you have made, within the two years immediately preceding the filing of this zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider this application, you must contact this Department to obtain the appropriate Campaign Contributions Disclosure Form. This disclosure requirement must be filed at least five calendar days prior to the first public hearing by the Planning Commission.

Sincerely,



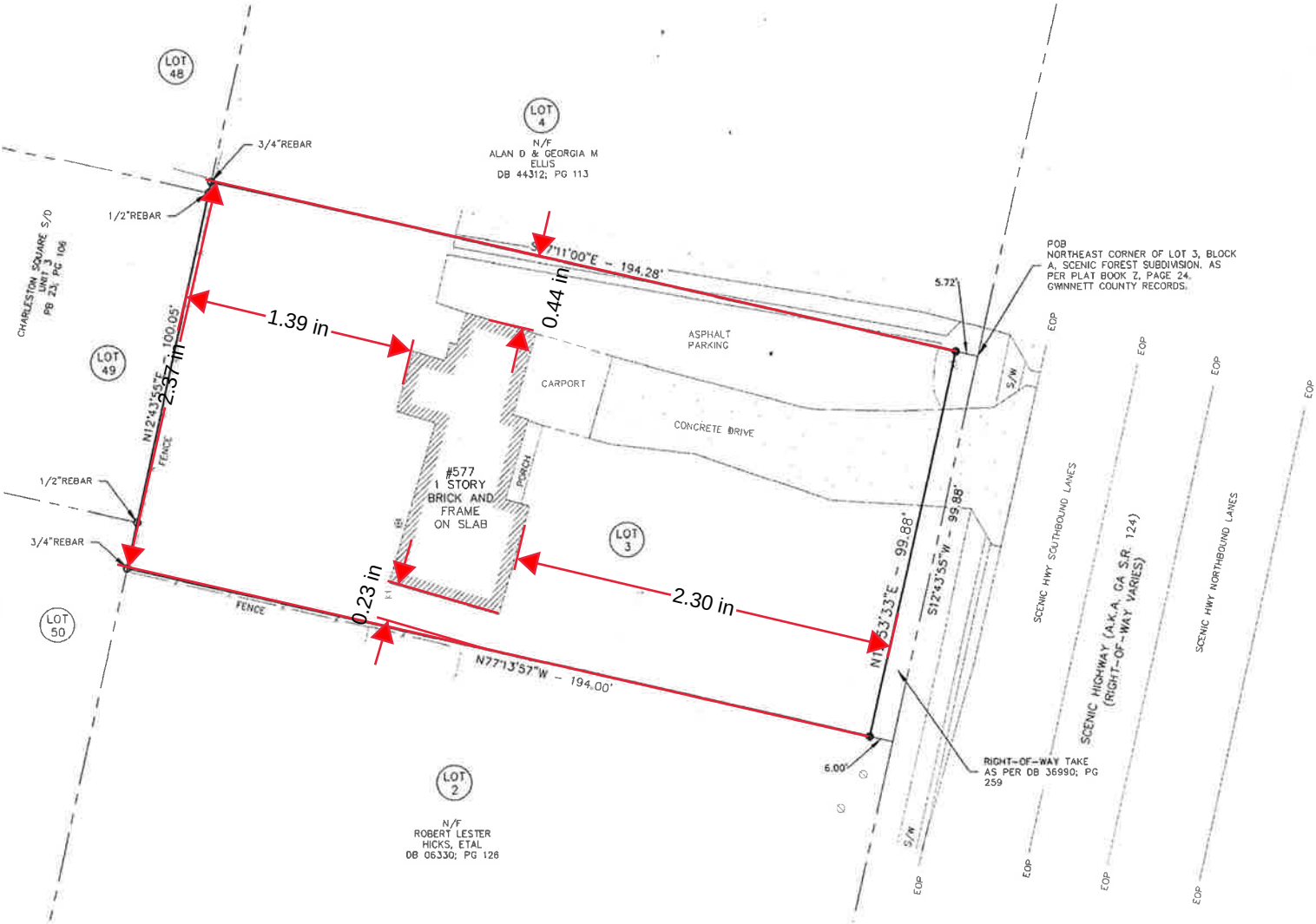
Karen Wright

Enclosures:

Applicant

LEGEND:

- PROPERTY CORNER FOUND (AS NOTED)
- 1/2" REBAR WITH CAP SET LSF# 839
- R/W MONUMENT
- ▲ FIRE HYDRANT
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ POWER POLE
- ⊕ LIGHT POLE
- ⊕ POWER/LIGHT POLE
- ⊕ GUY WIRE
- ⊕ POWER METER
- ⊕ POWER BOX
- ⊕ A/C UNIT
- ⊕ MANHOLE
- CLEAN OUT
- ⊕ JUNCTION BOX
- ⊕ OUTFLOW STRUCTURE
- ⊕ DRAINAGE INLET
- ⊕ GAS METER
- ⊕ GAS VALVE
- ⊕ CABLE BOX
- ⊕ TELEPHONE BOX
- ⊕ TRAFFIC CONTROL BOX
- ⊕ SIGN
- W— WATER LINE
- U— OVERHEAD UTILITY LINE
- S— SEWER LINE
- G— GAS LINE
- C— CABLE LINE
- T— TELEPHONE LINE
- X— FENCE LINE
- 20— CONTOUR LINE
- BSL BUILDING SETBACK LINE
- CONC. CONCRETE
- EOP EDGE OF PAVEMENT
- L.L. LAND LOT
- N/F NOW OR FORMERLY
- R/W RIGHT-OF-WAY
- P/L PROPERTY LINE
- OH OVERHANG
- C.B. CATCH BASIN
- CNT CANTILEVER
- H/C HANDICAP
- FE FINISHED FLOOR ELEVATION
- BFE BASEMENT FLOOR ELEVATION
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- ICV IRRIGATION CONTROL VALVE
- ⊕ HARDWOOD TREE
- ⊕ PINE TREE



MAGNETIC NORTH SCALE: 1"=20'

BOUNDARY SURVEY

PREPARED FOR KAREN WRIGHT
LOT 3, BLOCK A, UNIT 2, SCENIC FOREST SUBDIVISION,
LAND LOT 116, 5TH DISTRICT, CITY OF LAWRENCEVILLE,
GWINNETT COUNTY, GEORGIA, 30046 - 10/30/2015.



THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

© COPYRIGHT 2015 - BOUNDARY ZONE, INC.
THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

TOTAL AREA: 0.446 ACRES / 19,408 SQUARE FEET

BOUNDARY REFERENCE: DEED BOOK 53657; PAGE 796; PB Z; PG 24. FIELDWORK PERFORMED ON 10/20/2015.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 299,965 FEET.

THIS PLAT HAS BEEN PREPARED USING A TRIMBLE 5603 ROBOTIC TOTAL STATION.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 81,284 FEET, AND ANGULAR ERROR OF 10 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

BOUNDARY
zone, inc.

WWW.BOUNDARYZONE.COM
(770) 271-5772 / (919) 363-9226

BUFORD
4195 SOUTH LEE STREET, SUITE 1, BUFORD, GEORGIA 30518

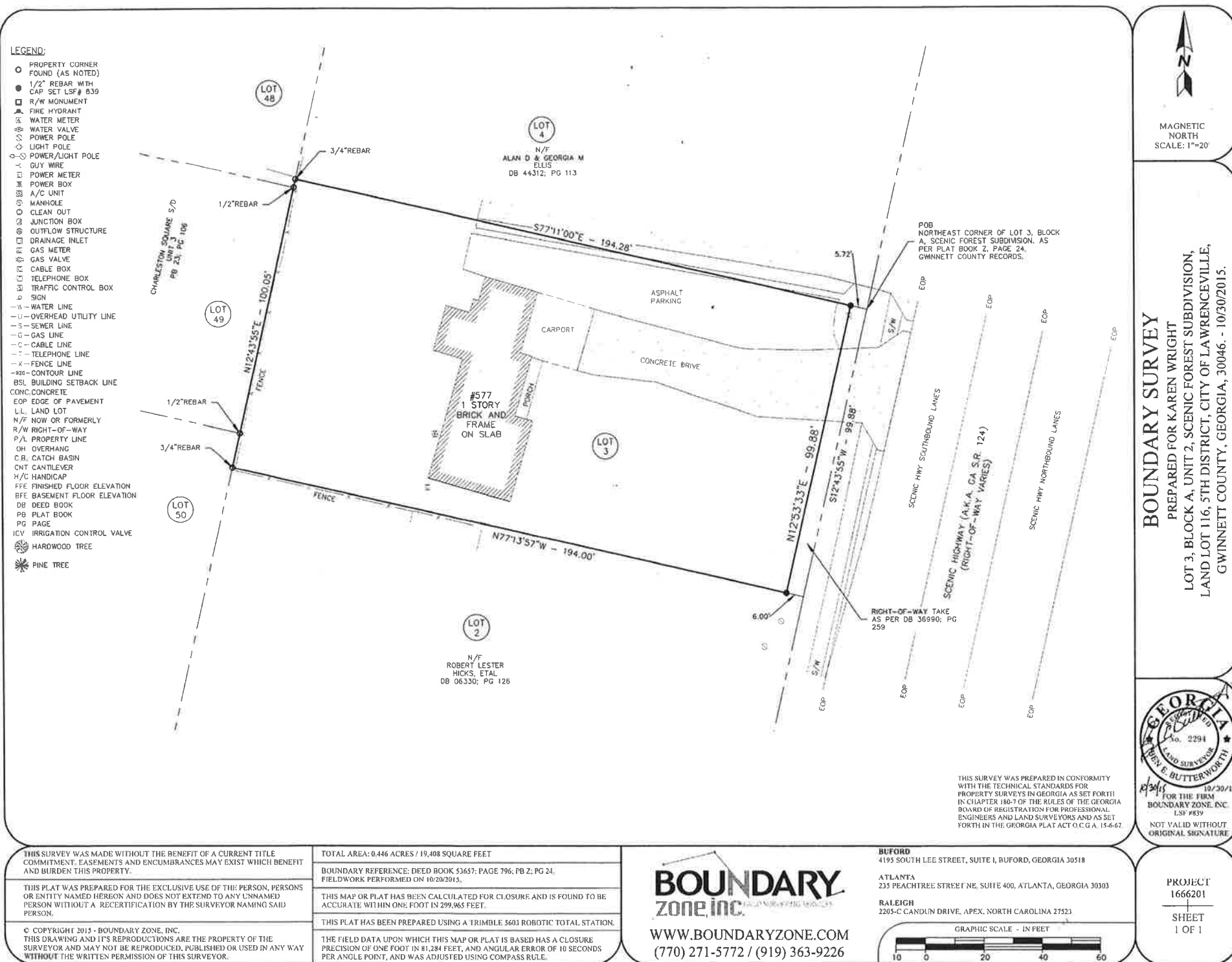
ATLANTA
235 PEACHTREE STREET NE, SUITE 400, ATLANTA, GEORGIA 30303

RALEIGH
2205-C CANDUN DRIVE, APEX, NORTH CAROLINA 27523

GRAPHIC SCALE - IN FEET
10 0 20 40 60

PROJECT
1666201

SHEET
1 OF 1





LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

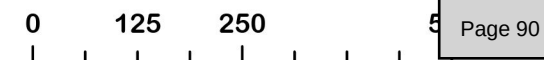
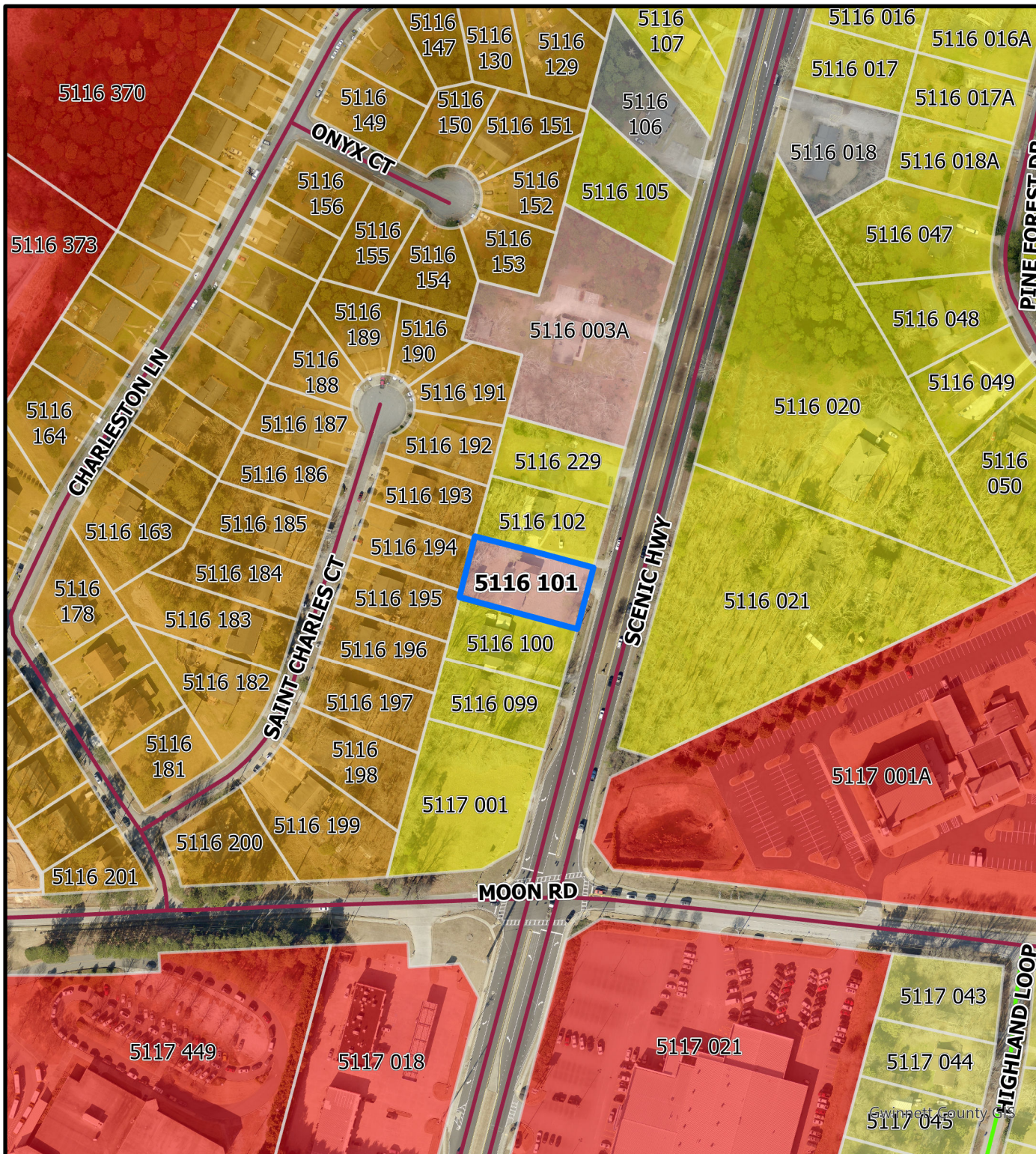
File # RZR2022-00017

Applicant: Karen Wright

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

Zoning Districts

-  BG General Business
-  OI Office/Institutional
-  ON Office/Neighborhood
-  RM-12 Multifamily Residential
-  RM-8 Townhouse Residential
-  RS-150 Single-Family Residential
-  RS-180 Single-Family Residential





LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

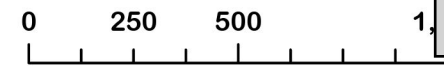
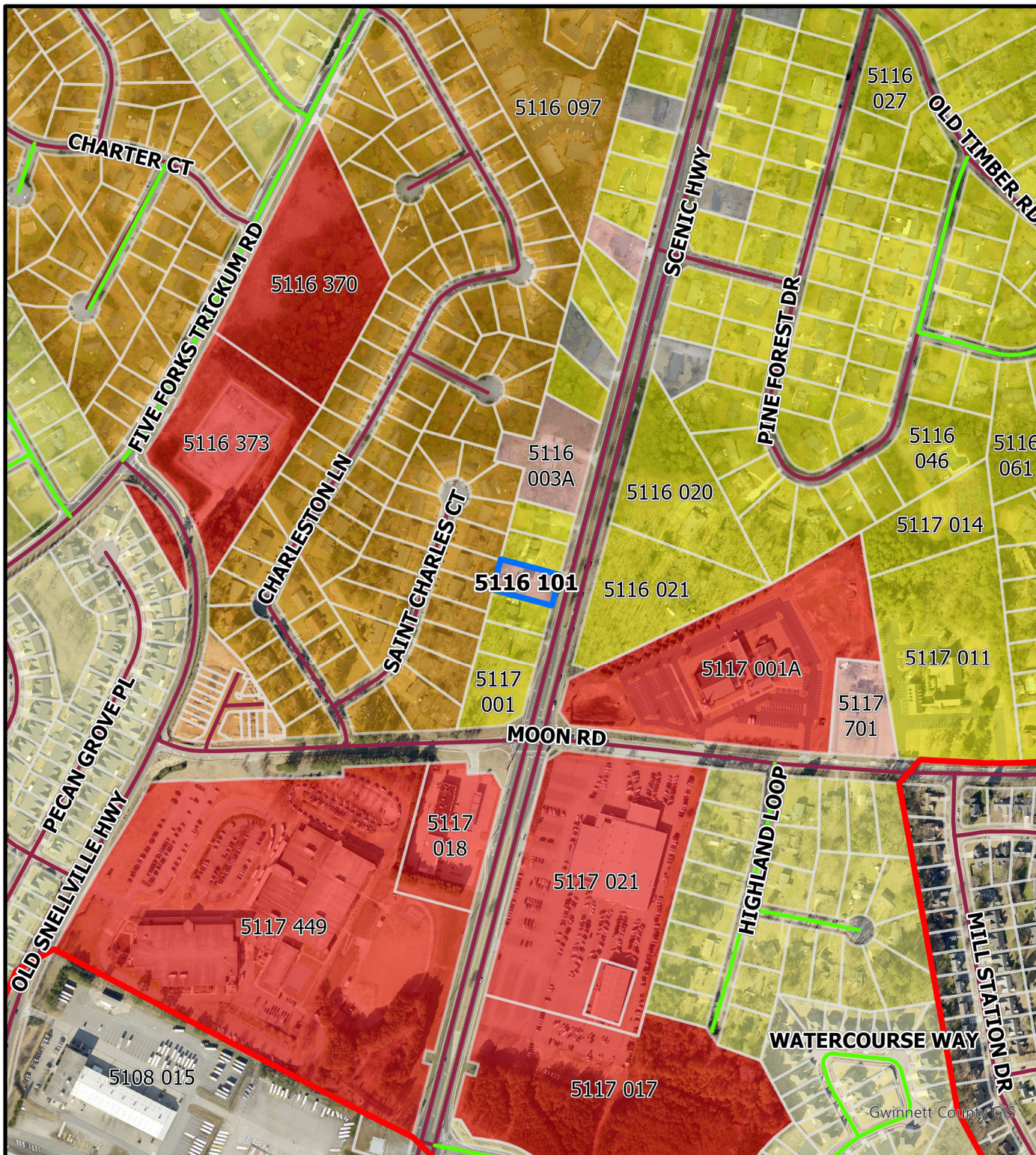
File # RZR2022-00017

Applicant: Karen Wright

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

Zoning Districts

- BG General Business
- OI Office/Institutional
- ON Office/Neighborhood
- RM-12 Multifamily Residential
- RM-8 Townhouse Residential
- RS-60 Single-Family Residential
- RS-150 Single-Family Residential
- RS-180 Single-Family Residential





LAWRENCEVILLE

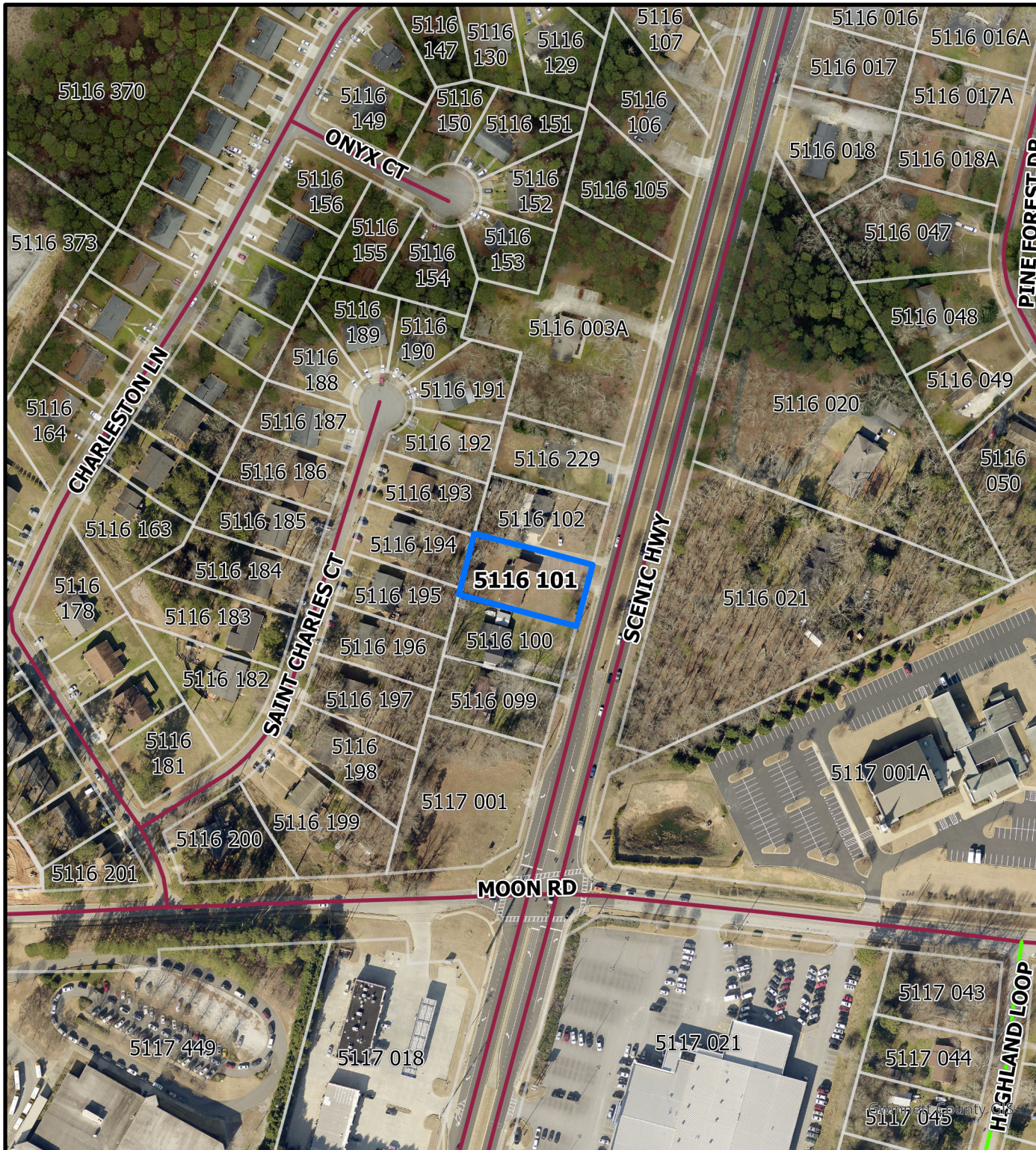
GEORGIA

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

File # RZR2022-00017

Applicant: Karen Wright

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





LAWRENCEVILLE

GEORGIA

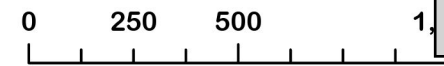
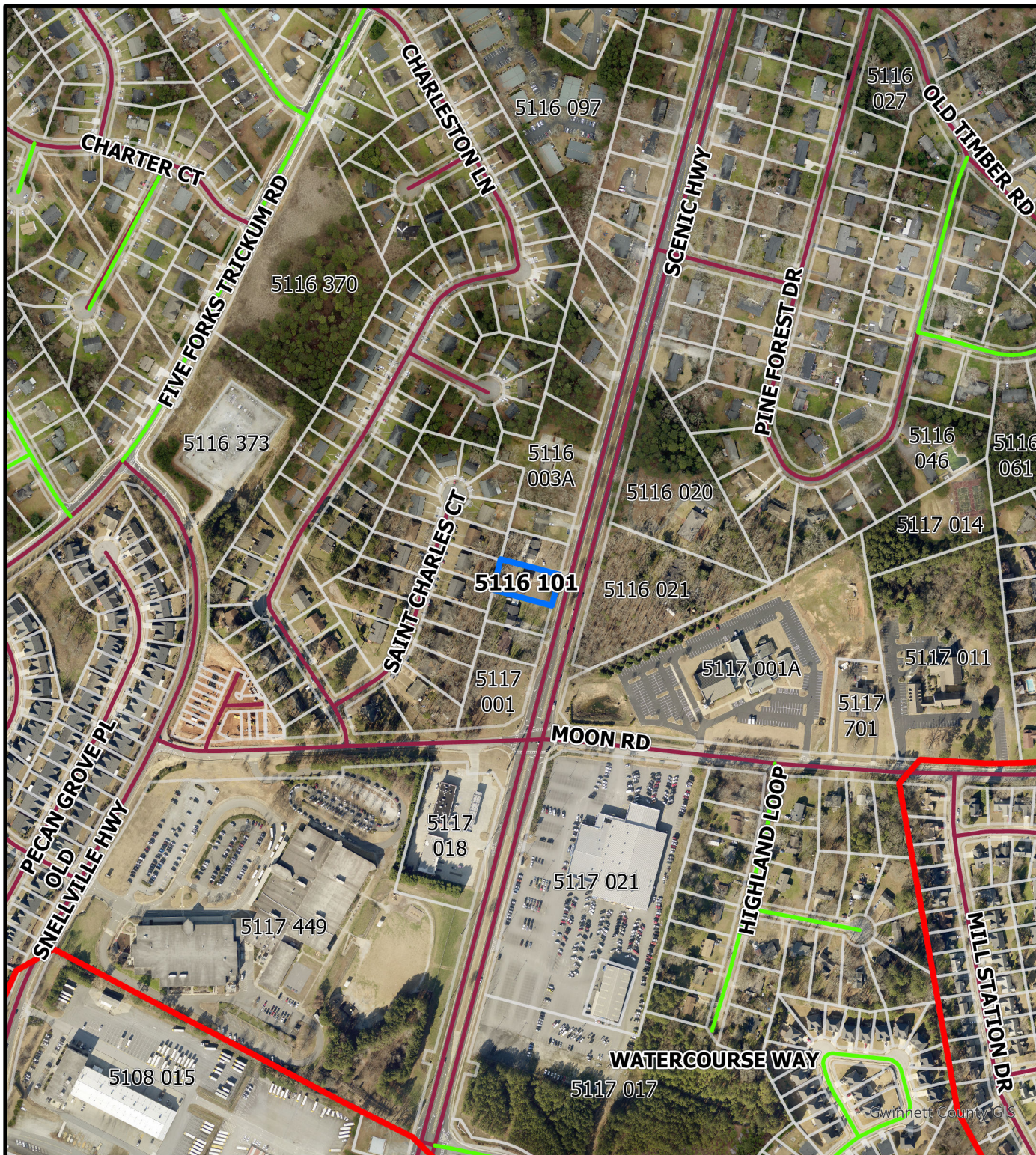
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2022-00017

Applicant: Karen Wright

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





LAWRENCEVILLE

GEORGIA

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

Item: RZR2022-00011; Fairlane Capital LLC; 448 Grayson Highway

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Applicant Request: To rezone the subject property from RS-150 (Single-Family Residential District) to RM-8 (Townhouse Residential District)

Presented By: Todd Hargrave, Director of Planning and Development Department

Department Recommendation: **Denial**

Planning Commission Recommendation: **Denial**

Summary: The applicant requests the rezoning of an approximately 14.00-acre property, zoned RS-150 (Single-Family Residential District), to RM-8 (Townhouse Residential District) to allow an attached rear-entry townhouse development. The subject property is located along the eastern right-of-way of Grayson Highway, just north of its intersection with Kubol Drive. The property is undeveloped.

Attachments/Exhibits:

- RZR2022-00011_MUNICODE_08152022
- RZR2022-00011_REPORT_08152022
- RZR2022-00011_P&D RECO COND_08152022
- RZR2022-00011_LEGAL_07182022
- RZR2022-00011_LOI_07182022
- RZR2022-00011_APP_07182022
- RZR2022-00011_SITE PLN NTS_07182022

- RZR2022-00011_SITE PLN TYP LOT NTS_07072022
- RZR2022-00011_ELEV_07072022
- PDZonedMap_RZR2022-00011
- PDZoneMapAerial_RZR2022-00011
- PDZoneMapAerial_RZR2022-00011_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING

CASE NUMBER: RZR2022-00011
APPLICANT: FAIRLANE CAPITAL LLC
CONTACT: MIKE EMBRY
PHONE NUMBER: 404.569.9756
LOCATION: 488 GRAYSON HIGHWAY
PARCEL ID: R5148 014
ACREAGE: 14.00
ZONING PROPOSAL: RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
TO RM-8 (TOWNHOUSE RESIDENTIAL DISTRICT)
PROPOSED DEVELOPMENT: TOWNHOUSE DEVELOPMENT
DEPARTMENT RECOMMENDATION: DENIAL

ZONING HISTORY:

In 1985, the subject property was within the jurisdictional boundaries of unincorporated Gwinnett County and zoned R-75 (Single-Family Residential District). In 2004, the property was annexed into the municipal boundaries of the City of Lawrenceville, pursuant to ANNX2004-00005. The property has been zoned RS-150 (Single-Family Residence District) since 2005.

PROJECT DATA

The applicant requests the rezoning of an approximately 14.00-acre property, zoned RS-150 (Single-Family Residential District), to RM-8 (Townhouse Residential District) to allow an attached rear-entry townhouse development. The subject property is located along the eastern right-of-way of Grayson Highway, just north of its intersection with Kubol Drive. The property is undeveloped.

The applicant is proposing to develop the property with forty-five (45) rear-entry townhouse units, resulting in a density of 3.2 Units Per Acre (UPA). The property

contains a lake and wetlands consisting of approximately four (4) acres. The proposed plan includes a twenty-five (25) foot Front Yard Setback adjacent to Grayson Highway, a twenty-five (25) foot Side Yard Setback along the northern property line and as required, a twenty-five (25) foot Undisturbed Buffer is proposed along southern property line adjacent to a single-family development zoned RS-60 (Single-Family Residential District). As required, a fifty (50) foot Undisturbed Buffer is proposed along the eastern property line adjacent to a single-family development zoned RS-150 (Single-Family Residence District). As proposed, the plan would be consistent with the minimum Lot Development Standards and Minimum Buffer Requirements of the RM-8 zoning classification. As proposed, the plan appears to exceed the minimum standards relating to lot configuration by including a forty (40) foot Utility & Access Easement intended to encompass a twenty (20) foot private alley; and a fifty (50) foot Utility & Access Easement intended to encompass a twenty-four (24) foot private road. The plan proposes concrete sidewalks throughout the development, which would include installation along proposed private alleys. Although required by code, the installation of sidewalks along private alleys would be considered as a burden rather than a luxury. The initial cost, installation, routine maintenance and potential repairs of underground utilities within private alleys could be considered as being cost prohibitive to local utility providers and the public. Therefore, a variance will be required to waive the installation of sidewalks along the proposed forty (40) foot Utility & Access Easements only. Access to the proposed development would be extended via a proposed curb cut aligned with an existing curb cut along the western right-of-way of Grayson Highway.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Community Mixed Use Character Area. This Character Area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown, and could benefit from the “halo effect” of high-quality development already happening nearby. As proposed, the plan lacks details incorporating commercial/retail, live-work units, parks and gathering spaces into the overall plan. This deficiency may be related to the existing conditions in the immediate area, which could be the result of antiquated policies, lack of enforcement and neglect. Therefore, in order to benefit from the “halo effect” it may be appropriate

to consider a plan focusing on providing a variety of single-family attached and detached dwellings to balance and improve the commercial component of the surrounding area.

The pace at which change has occurred in Downtown Lawrenceville requires a clear and distinct vision for the future, therefore, on October 25, 2021, the City Council approved the Lawrenceville Downtown Master Plan / Livable Centers Initiative (LCI) expanding the boundaries of the “Downtown Core” to encompass properties along Grayson Highway that include the subject property. The purpose of the LCI is to allow the City to take a proactive approach towards planning to accommodate growth by looking towards the future by forming a vibrant and connected Downtown where people want to live, work and play.

The surrounding area is characterized by commercial/retail and residential uses. To the east is the Acadia Woods single-family subdivision zoned RS-150. To the south is the Wynfield Park single-family subdivision zoned RS-60. To the west, across Grayson Highway is the Lawrenceville Town Center zoned BG (General Business District), anchored by a regional grocery. To the north, immediately adjacent to the subject property, is a site which was once utilized and anchored by a regional grocery, zoned BG. However, the property was vacated in the past, and is currently utilized as an indoor climate controlled self-storage or mini-warehouse facility. As proposed, the plan does not promote a safe and reliable walkable connection to local service on the western side of Grayson Highway. This deficiency could be viewed as hindrance and potential detriment to the overall success of the development and revitalization of the immediate area. Therefore, the proposed plan may need additional thought; which may require a focus on creating a small mixed-use development consisting of a walkable, pedestrian friendly center of activity. Buildings should be oriented internally towards local streets, rather than fast access onto and off arterial roadways. In addition, the overall appearance should have some degree of architectural character or unique atmosphere expanding upon the positive changes happening within the city limits.

In conclusion, the proposal is centered on density, and does not factor local service, pedestrian connectivity and revitalization into the equation. Therefore, the proposal would not be consistent with the policies of the 2040 Comprehensive Plan; which are intended to improve the quality of life of the public through careful planning practice and decision making that is consistent with the long range plans of the City of Lawrenceville. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the rezoning request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS**ENGINEERING DEPARTMENT**

No comment

ELECTRIC DEPARTMENT

This property will be served by City of Lawrenceville Electric Department. Please provide panel schedules for review. A meeting with City of Lawrenceville Power is required before the start of construction.

GAS DEPARTMENT

The property will be served by the City of Lawrenceville Gas Department.

CODE ENFORCEMENT

No comment.

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

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

As proposed the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency (i.e. local services, pedestrian connectivity, etc.) with the long range plans of the City of Lawrenceville.

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

The area along the eastern right-of-way of Grayson Highway has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the policies relating to the long range plans for the immediate area in order for the City to flourish.

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

The property has a reasonable economic use as currently zoned.

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

Impacts on public facilities would be anticipated in the form of traffic, utility demand, stormwater runoff and schools; however, these impacts would be mitigated with appropriate conditions, site development requirements, and planning.

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

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. A proposal that does not factor local services, pedestrian connectivity or revitalization would not be in conformity with the policy or intent of the 2040 Comprehensive Plan.

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

The proposal may be counter to emphasis of the 2040 Comprehensive Plan; which is intended to allow the city to grow or develop in a healthy and progressive manner that is consistent with the policy or intent of the City of Lawrenceville.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08152022

RZR2022-00011

NOTE: The following conditions are provided as a guide should the City Council choose to approve the petition of this request.

Approval of a CMU (Community Mixed-Use District), subject to the following enumerated conditions:

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

- A.** A mix of attached and detached single-family units.
- B.** Fifty (50%) percent of the total area shall be designated to single-family detached dwellings on small lots (6,000 square feet) at a density of four (4) Units Per Acre, subject to the rules and regulations of the Zoning Ordinance, Article 1 Districts, Section 102.4 RS-60 Single-Family Residential District.
- C.** Single-family attached dwellings and lots shall be prohibited adjacent to RS-150 (Single-Family Residential District) and RS-60 (Single-Family Residential District) zoning classifications.
- D.** Fifty (50%) percent of the total area shall be designated to single-family attached dwellings at a density of eight (8) Units Per Acre, subject to the rules and regulations of the Zoning Ordinance, Article 1 Districts, Section 102.5 RM-8 Townhouse Residential District.
- E.** The façade and sides of all residential units shall be designed and constructed consisting of predominantly three (3) sides masonry, which could be brick, stone or a combination of brick and stone (with accents of fiber cement siding). The remaining balance or rear elevation may consist of fiber-cement siding.
- F.** External Corner/End units of single-family attached dwellings shall consist of a covered End Unit Cut-A-Way front porch with metal roof. End Unit Cut-A-Way porches shall be a minimum of five (5) feet in depth and eleven (11) feet in width adjacent to the façade. In addition, End Unit Cut-A-Way porches shall extend along the side elevation a minimum of eight (8) in depth and three (3) feet in width. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.

- G.** Internal single-family units of attached dwellings shall consist of a covered front porch with metal roof. Porches shall be a minimum of five (5) feet in depth and eight (8) feet in width. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - H.** All single-family attached dwellings shall provide an outdoor living space, consisting of a wood deck and covered porch with metal roof. Each wood deck and covered porch shall measure nine (9) feet in width and ten (10) feet in depth.
 - I.** All facades of single-family attached and detached dwellings shall be adjacent to a fifty (50) foot Utility Easement consisting of a twenty-four (24) foot private drive.
 - J.** All single-family rear entry attached dwellings (rear elevation) shall be adjacent to and accessed via a forty (40) foot Utility Easement consisting of a twenty (20) foot private alley.
 - K.** All dwellings shall have a double car garage with carriage-style garage doors. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - L.** All Rear Entry attached units shall be a minimum of three (3) stories or thirty-five (35) feet in height, as measured from the lowest elevation of the rear-entry-garage-floor. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - M.** All residential attached and detached units shall consist of a two (2) car garages, with a driveway measuring eighteen (18) feet in width and twenty-six (26) feet in depth, providing sufficient space for two (2) passenger vehicles. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - N.** Building Setback adjacent Grayson Highway shall be forty (40) feet.
- 2.** To satisfy the following site development considerations:
- A.** The development shall be designed and constructed in general conformance with the Zoning Ordinance, Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, the City of Lawrenceville Development Regulations and Subdivision Regulations, with changes necessary to meet zoning and development regulations. Final design shall be subject to the review and

approval of the Director of the Planning and Development Department.

- B.** The proposed landscaping shall be designed and installed, in general conformance with the Zoning Ordinance, Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, with changes necessary to meet zoning and development regulations. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - C.** Development shall be designed and consist of fifty-five (55) on-street parking spaces or one additional space per townhouse unit within the project for guest and overflow parking. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.
 - E.** Maintain or provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
 - F.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
 - G.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
 - H.** Natural vegetation shall remain on the property until the issuance of a development permit.
 - I.** Any utility relocations shall be the responsibility of the developer.
- 3.** The following variance is granted:
- A.** RS-60 Single-Family Residential District – Detached Units
 - i.** A variance to allow a reduction in the Minimum Lot Area of 7,500 square feet to a Minimum Lot Area of 6,000 square feet.
 - ii.** A variance to allow a reduction in the internal Minimum Lot Width of sixty (60) feet to a Minimum Lot Width of fifty-five (55) feet.

- iii.* A variance to allow a reduction in the internal Minimum Front Yard Setback of thirty-five (35) feet to an internal Minimum Front Yard Setback of twenty (20) feet adjacent to an internal fifty (50) foot Utility Easement/Private Drive.
- iv.* A variance to allow a reduction in the Minimum Front Yard Setback of thirty-five (35) feet to a Minimum Front Yard Setback of fifteen (15) feet adjacent to a forty (40) foot Utility Easement/Private Alley.

B. RM-8 Townhouse Residential District – Attached Units

- i.* A variance to allow a reduction in the Minimum Lot Area of 3,600 square feet to a Minimum Lot Area of 2,100 square feet.
- ii.* A variance to allow a reduction in the Minimum Front Yard Setback of twenty-five (25) feet to a Minimum Front Yard Setback of twenty (20) feet adjacent to an internal fifty (50) foot Utility Easement/Private Drive.
- iii.* A variance to allow a reduction in the Minimum Front Yard Setback of twenty-five (25) feet to a Minimum Front Yard Setback of fifteen (15) feet adjacent to a forty (40) foot Utility Easement/Private Alley.

C. CMU Community Mixed Use District

- i.* A variance to allow the elimination of a mix of land uses requiring a minimum of thirty (30) percent of the gross land area being devoted Civic/Institutional, Commercial/Retail, Light Industrial and Office Use.
- ii.* A variance to allow the elimination of the Minimum Buffer Requirement between CMU (Community Mixed-Use District) and RS-150 (Single-Family Residential District) of fifty (50) feet to zero (0) feet, contingent upon Condition 1.C., and subject to the review and approval of the Director of the Planning and Development Department.
- iii.* A variance to allow the elimination of the Minimum Buffer Requirement between CMU (Community Mixed-Use District) and RS-60 (Single-Family Residential District) of twenty-five (25) feet to zero (0) feet, contingent upon Condition 1.C., and subject to the review and approval of the Director of the Planning and Development Department.

Warranty Deed — Page 3

Exhibit "A"

A one-half (½) undivided interest in and to the following real property of the Grantor:

All that tract or parcel of land lying and being in the Fifth Land District of Gwinnett County, Georgia, part of Land Lot Number 148, and being tracts Numbers thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), and seventy-two (72) of the subdivision of the lands of R. H. Cooper, as shown on survey and plat of S. C. Moon, made in September 1946, a blue print of which is recorded in plat Book "D," Page 180, Gwinnett County Records, reference to which is hereby made for the correct shape, metes, courses and distances of each of said tracts of land, and which are more particularly described as follows: Tracts numbers thirty-one, thirty-two, thirty-three, thirty-four, and thirty-five join and are bounded together as one tract on the north by the lands of S.C. Moon; on the east by tract number seventy-two, purchased by P.C. Roberts; on the south by the lands of E.F. Hannah; on the west by the right-of-way of the Lawrenceville and Loganville highway. Each of these tracts front fifty (50) feet on the highway and run back even width two hundred and fifty (250) feet. Tract number seventy-two contains five and 74/100 (5.74) acres, and is bounded on the north by the lands of S.C. Moon; on the east by the lands of B.B. Crane and Allen Puckett; on the south by the lands of Leonard Jackson; on the west by the lands of P.C. Roberts.

Being the same as that property conveyed to Grantor by Warranty Deed dated October 16, 1946, and recorded in Deed Book 81, Folio 459, Gwinnett County, Georgia Records.

Together with a one-half (½) undivided interest in and to the following real property of the Grantor:

All that tract or parcel of land lying and being in the Fifth Land District of Gwinnett County, Georgia, part of Land Lot Number 148, and being tracts Numbers thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), and seventy-one (71) of the subdivision of the lands of R.H. Cooper, as shown on survey and plat of S.C. Moon, made in September 1946, a blue

Warranty Deed — Page 4

print of which is recorded in plat Book "D," Page 180, Gwinnett County Records, reference to which is hereby made for the correct shape, metes, courses and distances of each of said tracts of land, and which are more particularly described as follows: Tracts numbers thirty-six, thirty-seven, thirty-eight, thirty-nine and forty join and are bounded together, on the north by the lands of P.C. Roberts; on the east by tract number seventy-one, purchased by J.H. Carter; on the south by the lands of E.F. Hannah; on the west by the right-of-way of the Lawrenceville and Loganville Highway. Each of these tracts fronts on said highway fifty (50) feet and extends back even width two hundred and fifty (250) feet. Tract number seventy-one contains five and 74/100 (5.74) acres according to said plat, and is bounded on the north by the lands of formerly P.C. Roberts, now Mrs. Lorene T. Bowen; on the east by the lands of H.J. Hinton; on the south by the lands of formerly E.F. Hannah; on the west by the lands of J.H. Carter.

Being the same as that property conveyed to Grantor by Warranty Deed dated June 19, 1948, and recorded in Deed Book 88, Folio 56, Gwinnett County, Georgia Records.

Less approximately one (1) acre which the Grantor has previously conveyed to her brother; being a total of approximately fourteen (14) acres.

LETTER OF INTENT FOR REZONING

Embry Development Company, LLC (“The Applicant”) submits this Letter of Intent and attached rezoning application (“The Application”) in order to permit the development residential townhome community on approximately 12.96 acres of land located on the easterly side of Grayson Highway (State Route 20).

The Property is surrounded by a mix of land uses and zoning classifications. To the east of the property is a row of single-family houses zoned for Single Family Residential SFR. North of The Property is a mini warehouse. West of The Property is a Community Shopping Mall. South of The Property is another row of single-family houses zoned Residential SFR. The Property’s current zoning is Residential Vacant, and the proposed zoning is Residential Multifamily.

The proposed community will consist of fifty-six (56) townhomes. The square footage will have a minimum of 1,600 Sq Ft and 2 car garages. The community will also include twelve (12) single-family detached homes. The square footage starting at 1,800 Sq Ft and 2 car garages. The community will provide 5.5 acres of open space out of the 12.96 of total acreage.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Fairlane Captial LLC</u>	NAME: <u>Lorene T Bowen Trustee Credit Shelter Trust</u>
ADDRESS: <u>P.O. Box 2789</u>	ADDRESS: <u>130 Greenfield Way</u>
CITY: <u>Suwanee</u>	CITY: <u>Covington</u>
STATE: <u>GA</u> ZIP: <u>30024</u>	STATE: <u>GA</u> ZIP: <u>30016</u>
CONTACT PERSON: <u>Mike Embry</u> PHONE: <u>404-569-9756</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>Residential Vacant</u> REQUESTED ZONING DISTRICT: <u>RM-8</u>	
PARCEL NUMBER(S): <u>R5148-014</u> ACREAGE: <u>14</u>	
ADDRESS OF PROPERTY: <u>488 Grayson Highway</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

70 S Cowley Rd, Box 2200 • Lawrenceville, Georgia 30046-2200
 770-962-2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO Y/N

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO Y/N

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

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

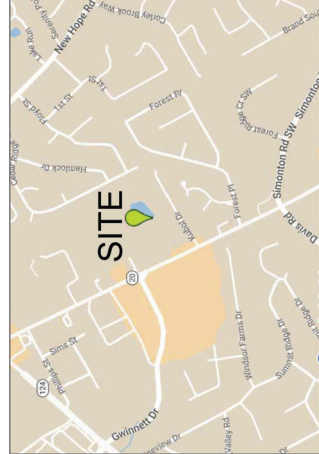
Attach additional sheets if necessary to disclose or describe all contributions/gifts.

[Handwritten signature] 3-2-2022

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



ADDRESS:	448 GRAYSON HIGHWAY LAWRENCEVILLE GWINNETT COUNTY
PARCEL INFO:	5148 014
SITE AREA:	14.0 ACRES
CURRENT ZONING:	RS-150
PROPOSED ZONING:	RM-8 (TOWNHOUSE RESIDENTIAL DISTRICT)
PROPOSED DWELLINGS:	45 TOWNHOUSES
PROPOSED DENSITY:	3.2 UNITS/ACRE
RM-8 LOT STANDARDS:	
ZONING BUFFER:	25-FT (ABUTS RS-60) 50-FT (ABUTS RS-150)
EXTERNAL SETBACK:	
FRONT SETBACK	25-FT
SIDE SETBACK	20-FT
ALONG MAJOR ARTERIAL	40-FT
REAR SETBACK	20-FT
INTERNAL SETBACK:	
(BETWEEN BLDG & INTERIOR PRIVATE DRIVES)	20-FT GRASS STRIP
COMMON AREA REQUIRED	15%
MIN. TOWNHOUSE BLDG LENGTH	3 DWELLINGS
MAX. TOWNHOUSE BLDG LENGTH	8 DWELLINGS
GARAGE PARKING	2 SPACES/UNIT
DRIVEWAY PARKING	2 SPACES/DRIVEWAY (9'X20')
ADDITIONAL PARKING	10 SPACES



SITE LOCATION MAP (NOT TO SCALE)

LDS

Email: LDS@lawnlawn.com
Phone: 404-916-0444

448 GRAYSON HWY
LAWRENCEVILLE
GWINNETT COUNTY, GA
PARCEL ID 5148 014
GEORGIA

PROJ. # 22004
NOT FOR CONSTRUCTION
06-16-2022
SCALE
0 50 100 150
1" = 60'
SHEET TITLE
CONCEPT SITE PLAN
SHEET NUMBER
1

LDS

Email: LandDesignsolutions.gd@gmail.com
Phone: 404-941-0644

448 GRAYSON HWY
LAWRENCEVILLE
GWINNETT COUNTY, GA
GEORGIA
PARCEL ID 5148 014

PROJ. # 22004

NOT FOR
CONSTRUCTION

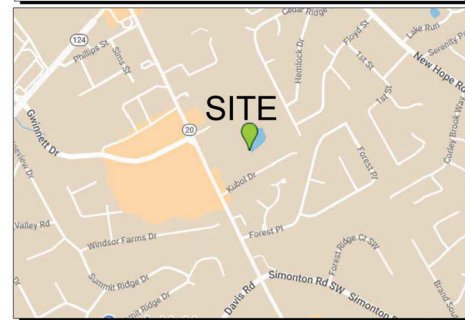
07-09-2022

SCALE
0 30 60 90 120 150
1" = 60'

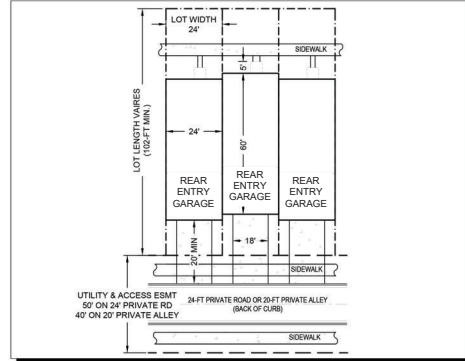
SHEET TITLE
CONCEPT SITE PLAN
SHEET NUMBER



ADDRESS:	448 GRAYSON HIGHWAY LAWRENCEVILLE GWINNETT COUNTY
PARCEL INFO:	5148 014
SITE AREA:	14.0 ACRES
LAKE & BUFFERS:	4.05 ACRES
WETLANDS AREA:	0.35 ACRES
CURRENT ZONING:	RS-150
PROPOSED ZONING:	RM-8 (TOWNHOUSE RESIDENTIAL DISTRICT)
PROPOSED DWELLINGS:	45 TOWNHOUSES (REAR ENTRY GARAGE)
PROPOSED DENSITY:	3.2 UNITS/ACRE
RM-8 LOT STANDARDS:	
ZONING BUFFER:	25-FT (ABUTS RS-60) 50-FT (ABUTS RS-150)
EXTERNAL SETBACK:	
FRONT SETBACK	25-FT
SIDE SETBACK	20-FT
ALONG MAJOR ARTERIAL	40-FT
REAR SETBACK	20-FT
INTERNAL SETBACK:	20-FT GRASS STRIP (BETWEEN BLDG & INTERIOR PRIVATE DRIVES)
COMMON AREA REQUIRED	15% (2.1 AC)
COMMON AREA PROVIDED	19.6% (2.7 AC) (DOES NOT INCLUDE WETLANDS & LAKE BUFFERS)
MIN. TOWNHOUSE BLDG LENGTH	3 DWELLINGS
MAX. TOWNHOUSE BLDG LENGTH	8 DWELLINGS



SITE LOCATION MAP (NOT TO SCALE)



TYPICAL LOT CONFIGURATION

R2022-0011 SITE PLAN FOR LOTS 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000







Ashton T201 & Brayton T202 Front Load 24'



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

-  Subject Property
-  Parcels
-  Roads



0 230 460

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

 Subject Property

Parcels

Zoning Districts

 BG General Business

Ol Office Institutional

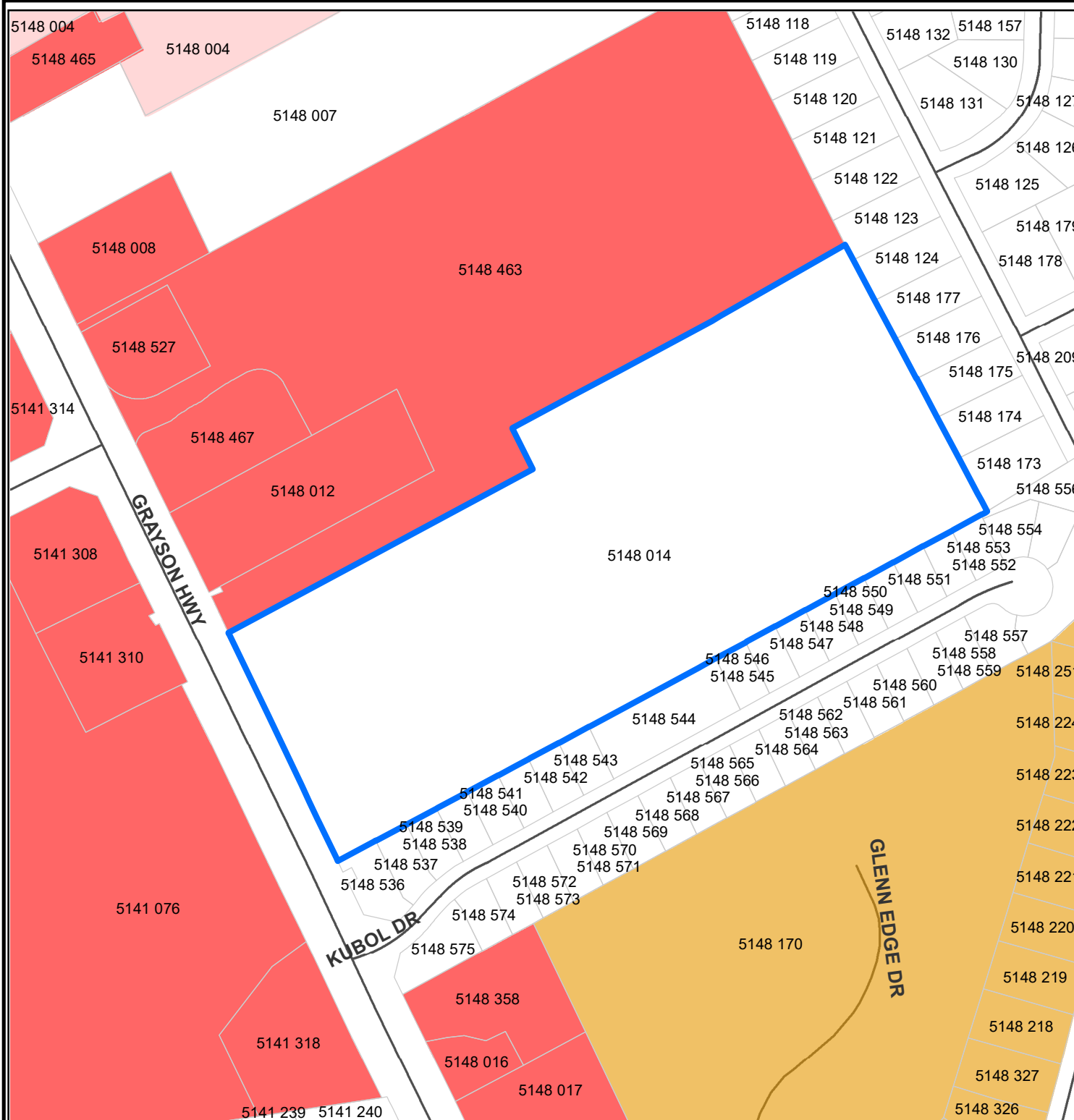
RM-12 General Residence

— Roads



0	125	250
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LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

- Subject Property
- Parcels
- Roads



0 125 250





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

Item: City Brand

Department: Community Relations & Communications

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: \$0.00

Presented By: Rob Marbury, President and Creative Director, and Haleigh Stinson, Account Manager, with Marbury Creative Group

Action Requested: Update

Summary: City Branding Update

Background: The Community Relations Department and Marbury Creative Group have completed a Brand Development Exercise and are here to update the City Council on their key findings.

Concurrences: All city departments, community, tourism, and downtown businesses

Attachments/Exhibits: None



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 15, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	An Ordinance Establishing the Regulation for the Renaming of Streets
Department:	Engineering
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	None
Presented By:	Jim Wright, P.E., City Engineer
Action Requested:	Approve the Ordinance establishing Article IX (Regulation for the renaming of Streets) of Chapter 32 (Streets, Sidewalks and other Public Properties)

Summary: New Street names are governed by the City's Subdivision Regulations. The proposed ordinance will establish a policy and procedure for the renaming of existing streets.

Fiscal Impact: None

Attachment: Ordinance

ORDINANCE _____

AN ORDINANCE ESTABLISHING THE REGULATION FOR THE RENAMING OF STREETS IN THE CITY OF LAWRENCEVILLE, GEORGIA TO BE INCLUDED AS ARTICLE IX INTO CHAPTER 32 (STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA

PURPOSE: The purpose of this ordinance is to establish a system to rename streets throughout Lawrenceville, Georgia that is uniform.

WHEREAS, it is in the best interest of the City of Lawrenceville to have a fair and uniform procedure for the renaming of City streets;

NOW, THEREFORE, be it ordained by the City Council of the City of Lawrenceville, Georgia establishes Article IX (Regulation for the renaming of Streets) of Chapter 32 (Streets, Sidewalks and other Public Properties) as follows:

ARTICLE IX.- REGULATION FOR THE RENMAING OF STREETS IN THE CITY OF LAWRENCEVILLE

Sec. 9- 1. Applicability

- (a) Request for renaming a street will be accepted only from an individual or entity meeting one of the following criteria:
 - a. A person or entity who owns property fronting the street in question; or
 - b. A developer of property, such property having received concept plan approval from the City's Planning and Development Department, that has approved access to the street in question; or
 - c. A legally authorized representative of the City of Lawrenceville, and agency of the U.S. Government or Gwinnett County.
- (b) Proposed street shall be a street residing within the City Limits of Lawrenceville, GA and be owned and maintained by the City.
- (c) The proposed name change shall be effective for the entire length of the street that resides within the limits of the City.
- (d) The renaming of public streets shall only be considered if one of the following criteria are met;
 - a. It honors and commemorates a noteworthy person associated with the City of Lawrenceville, Gwinnett County, the State of Georgia or the United States of America;
 - b. It commemorates local history, places, events or culture;
 - c. It will strengthen neighborhood identity;
- (e) Proposed street name should follow the current subdivision regulation requirements for the naming of streets.

- (f) Commercial names where usage of such name would amount to advertising is prohibited.

Sec. 9- 2. Procedure and Application

- (a) An application requesting a street name change shall be submitted to the Planning and Development Department and contain the following:
 - a. A written petition bearing signatures of a minimum of 75 percent of the property owners fronting the street.
 - b. Existing name of street and the proposed name change.
 - c. Reason for requesting change and how it complies with this Ordinance.
 - d. Map showing street affected by change.
 - e. The name, address, email and telephone number of the person requesting the name change.
- (b) The application shall be processed and scheduled for public hearing as follows:
 - a. The proposed name shall be checked by the city to ensure nonduplication.
 - b. The application shall be forwarded with the Planning and Development Department's recommendation to the City Council for consideration at the scheduled public hearing.
 - c. The final decision on the proposed change shall be made by the City Council after having held the scheduled public hearing.
- (c) Applications affecting the same street shall not be submitted more than once every 24 months.
- (d) Requests initiated by an authorized representative of the City of Lawrenceville, Gwinnett County or the U.S. Government shall be exempt from submitting a petition in the application.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION, FEBRUARY 15, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Proposed Name of Collins Hill Extension Project
Department:	Engineering
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	None
Presented By:	Jim Wright, P.E., City Engineer
Action Requested:	Recommendation of Street Name

Summary: The GGC Project was completed in Spring 2021 and provides a direct connection between N. Clayton St. and Collins Hill Rd. The new section of roadway hasn't been formally named. The name of the road will be formalized when the Plat for the Project area is completed.

Recommendations

1. Collins Hill Rd.
2. GGC Pkwy

Fiscal Impact: None



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION FEBRUARY 15, 2023

AGENDA CATEGORY: DISCUSSION OF CITY BUSINESS

Item: An Ordinance to Amend Article 5; Parking of the Zoning Ordinance

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: None

Presented By: Todd Hargrave, Planning and Development Director

Action Requested: **Approval of amendment**

**Planning
Commission
Recommendation:** **Table to the March 6, 2023 Public Hearing**

Summary: The article is revised to clarify parking regulations and extract property maintenance regulations. The recommendation is to remove residential parking requirements from Article 5 of the Zoning Ordinance and include it in Chapter 10 of the General Code.

Attachments/Exhibits:
ARTICLE 5 Amendment Draft

**AN ORDINANCE TO AMEND ARTICLE 5 PARKING
OF THE CITY OF LAWRENCEVILLE ZONING ORDINANCE 2020**

The City Council of the City of Lawrenceville, Georgia hereby ordains that The Zoning Ordinance of the City of Lawrenceville is amended as follows:

Section 1. **Delete Article 5 Parking in its entirety and replace it as follows:**

Parking and Loading

500 Purpose

The purpose of this Article is to prevent or alleviate the congestion of the public street; to minimize any detrimental effects of off-street parking areas on adjacent properties; to enhance off-street parking areas with landscape elements for improved traffic circulation and visual amenities, and to promote the safety and welfare of the public.

501 Paving of Approved Hard Surface

A. Non-Residential Districts

- 1.** Vehicles or vessels shall be parked on an approved hard surface made of solid, impermeable material that significantly impedes or prevents the natural infiltration of water into soil such as asphalt, concrete, or traditional pavers.
- 2.** Parking on a graveled surface may be allowed in the LM and HM zoning classifications if authorized by a Special Use Permit approved by the City Council.
- 3.** All off-street parking, loading spaces, access, and aisles shall be provided with an approved hard surface.

B. Single-Family Residential Districts

- 1.** Maximum allowable impervious surface area in the front yard area:
 - a.** Single-Family Attached or Detached: thirty-five (35) percent.
- 2.** Townhouse Residential District, driveways shall be separated by a 4-foot wide grassed strip.
- 3.** All off-street parking spaces shall be provided with an approved hard surface.

502 Required Off-Street Parking and Loading

A. Multifamily and Non-Residential Districts

- 1. All buildings, structures, and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the demand caused by the building or use of land.
- 2. Each use of land and each building or structure hereafter constructed or established, and each addition to a structure in excess of 300 square feet, except as herein provided, shall provide off-street parking and loading according to the standards set forth herein.
- 3. When an addition is made to a building non-conforming to parking or loading requirements, a conforming amount of parking or loading spaces shall be supplied based upon the size of the addition.
- 4. No addition to an existing building shall be constructed which reduces the number of spaces, area, or usability of existing parking or loading space unless such building and its addition conform with the regulations for parking and loading contained herein.

503 Non-Residential Parking and Driveways

A. Mixed-Use and Multifamily Developments

Shall be limited to two ingress/egress points per street frontage into the off-street parking area with a maximum width of twenty-four (24) feet, including the required two-foot curb and gutter (dimensions are back-to-back of curbs). If the ingress and egress points are one-way only, the maximum width may be decreased by fifty (50%) percent.

B. Parking Space

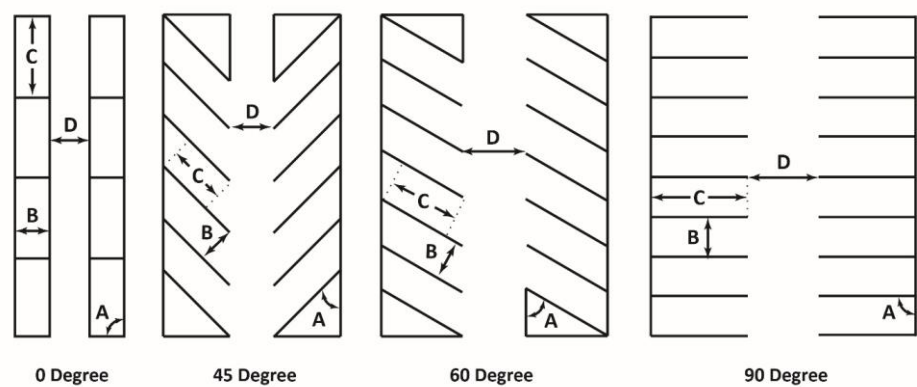
For the purpose of this Ordinance, a parking space shall be as follows:

Table 5-1: Parking Space Dimensional Requirements				
Dimension	0° Parallel (A)	45° Diagonal (A)	60° Diagonal (A)	90° Perpendicular (A)
Space Width (feet) (B)	9	9	9	9
Space Length (feet) (C)	20	20	20	18

C. Parking Space Aisles

Aisle minimums shall be as follows:

Table 5-2: Driveway Aisle Dimensional Requirements				
Dimension	0° Parallel	45° Diagonal	60° Diagonal	90° Perpendicular
One Way Drive Width (feet) (D)	12	14	15	24
Two Way Drive Width (feet) (D)	24	24	24	24



D. Parking Lot Access and Curb Cut Width

Access to an off-street parking lot is required to be a minimum of eleven (11) feet in width for one-way access and twenty-two (22) feet in width for a two-way access where off-street parking spaces are not accessed from the drive.

E. Compact Spaces

Compact spaces may be permitted if reviewed and approved by the Director of Planning and Development. Compact spaces shall not be less than eight (8) feet in width and sixteen (16) feet in length.

504 **Computation of Off-Street Parking**

For the purposes of determining off-street parking requirements, the following units of measurement shall apply:

A. Floor Area

In the case of uses where floor area is the unit for determining the required number of off-street parking spaces, such unit shall mean the *Gross Floor Area (GFA)* used or intended to be used by occupants or for service to the public as patrons, patients, visitors, residents, or persons in attendance.

B. Places of Public Assembly

1. In stadiums, sports arenas, places of religious worship, and other places of public assembly, in which those in attendance occupy benches, pews or other similar seating facilities, each thirty (30) inches of such seating facilities shall be counted as one seat for the purpose of determining off-street parking requirements under this Article.
2. In cases where a place of assembly has both fixed seats and open assembly area, requirements shall be computed separately for each type and added together.

505 Off-Street Parking Spaces Required

- A.** Development Department with proof of adequate off-site parking by agreement with other property owners or will be required to enter into an agreement with the City through entry into the Downtown Parking **Off-Street Parking Spaces Required**

1. Required

All uses of land and buildings shall provide off-street parking and loading space on the same lot as such use or building and said parking or loading space shall have convenient and unobstructed pedestrian access across said lot to a principal entrance to the building or use as hereinafter set forth.

2. Combination of Uses

Where there is a combination of uses on a lot, the required number of parking spaces shall be the sum of that found for each use.

3. Accessible spaces

Accessible parking spaces and passenger loading zones shall be provided in accordance with the building code. Passenger loading zones shall be designed and constructed in accordance with International Code Council, Standard and Commentary: Accessible and Usable Building and Facilities (ICC A117.1-2017).

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

Occupancy Classification & Use	Minimum	Maximum	Downtown Entertainment District
Assembly	1 per 300 GFA	1 per 150 GFA	1 per 750 GFA
Dwelling	2 per dwelling unit	4 per dwelling unit	2 per dwelling unit
Health club	1 per 100 GFA	1 per 50 GFA	1 per 750 GFA
Hotel/motel	1 per room, plus 1 per 500 GFA common area	2 per room, plus 1 per 250 GFA common area	1 per room, plus 1 per 750 GFA common area
Manufacturing	1 per 100 GFA	1 per 50 GFA	1 per 750 GFA
Medical office	1 per 100 GFA	1 per 50 GFA	1 per 750 GFA
Office	1 per 500 GFA	1 per 250 GFA	1 per 750 GFA
Restaurant	1 per 250 GFA	1 per 100 GFA	1 per 750 GFA
Retail	1 per 250 GFA	1 per 100 GFA	1 per 750 GFA
School	1 per 300 GFA (assembly), plus 1 per faculty member	1 per 150 GFA (assembly), plus 2 per faculty member	1 per 300 GFA (assembly), plus 1 per faculty member
Warehouse	1 per 500 GFA	1 per 250 GFA	1 per 750 GFA

Commented [TH1]: Three different categories (minimum, maximum and Downtown Entertainment District) all totals based on 1,500 sq.ft.

B. Reduction of Required Parking Spaces

The reduction of required parking spaces shall only be used in parking garages or lots consisting of a minimum of thirty (30) off-street parking spaces.

Exceptions: *Sub-Section B. 2. Downtown Parking Requirements.*

1. Compact Spaces

The number of compact spaces shall not exceed fifteen (15%) percent of the minimum parking spaces required

2. Downtown Parking Requirements

- a. The Downtown Parking program is an agreement with the city to pay into a parking bank that will be used to build parking decks or lots.

The fee is per parking space required for a specific use. Fees are subject to the policy regulating the Continuance of Nonconforming Uses (see *Zoning Ordinance Article 3, Nonconformities, Section 302 Continuance of Nonconforming Uses*).

- b.** Where a parcel is located within the Downtown Parking and a proposed use is unable to meet the minimum requirements outlined in this Article, the applicant for such use shall provide the Planning and Development proof of adequate off-site parking by agreement with other property owners or will be required to enter into an agreement with the City through entry into the Downtown Parking Credit program.

3. Electric Vehicle Charging Stations

a. General

- i.* Electric Vehicle Charging Station, Private (Restricted-Access) are permitted as an accessory use to a Parking Garage or Lot – Privately Owned (Principal Use). Subject to the rules and regulations of the Zoning Ordinance, Article 1 Districts, Section 103.2 Use Table, and Article 2 Supplemental and Accessory Use Standards, Section 200.3.19.
- ii.* Electric Vehicle Charging Station, Public are permitted as accessory use to a Parking Garage or Lot – Publicly Owned (Principal Use). Subject to the rules and regulations of the Zoning Ordinance, Article 1 Districts, Section 103.2 Use Table, and Article 2 Supplemental and Accessory Use Standards, Section 200.3.19.

b. Required

- i.* All new single-family (one and two-family attached or detached) dwelling units shall be equipped with EVSE infrastructure to accommodate future installation. EVSE infrastructure shall:
 - 1.** Include the installation of Electric Vehicles Charging Stations internally to the single-family dwelling units (attached or detached).
 - 2.** Include a raceway, which is continuous from the branch circuit/feeder panel location to the future electric vehicle parking space.

- 3. include a raceway measuring a minimum of one (1) inch in size; and,
 - 4. include a raceway consisting of a pull rope or line installed for future conductor installation, with the raceway sealed and labeled for future use.
- ii.* All Electric Vehicle Charging Stations and EVSE infrastructure shall be installed per the requirements of The Code of the City of Lawrenceville, Georgia, Part I, Chapter 10 – Building and Building Regulations.
- c. Equipment***
- i.* Electric Vehicle Charging Station is removed or becomes inoperable for more than (14) fourteen consecutive business days, the reduction of the required Off-Street Parking spaces shall no longer remain in effect and the required Off-Street Parking spaces shall be provided.
 - ii.* EVSE shall be designed and located to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks.
 - iii.* Wheel stops, bollards, or similar device shall be installed to separate vehicles from EVSE.
- d. Parking***
- i.* Electric Vehicle Charging Stations shall be reserved exclusively for the charging and parking of an EV connected to the EVSE for electric charging purposes.
 - ii.* Electric Vehicle Charging Stations, Public shall be reserved for parking and charging EVs.
 - iii.* EVs may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle
 - iv.* Electric Vehicle Charging Stations, Private (Restricted-Access) shall be reserved for parking and charging of EVs.
- e. Posted Information***
- i.* Information shall be posted identifying voltage and amperage levels and any type of use, fees, or safety information related to

the Electric Vehicle Charging Stations, Private (Restricted-Access) or Public.

- ii.* Electronic Vehicle Charging Stations, Public shall be posted with signage indicating that the space is reserved for electric vehicle charging purposes only. For purposes of this provision, "charging" means that an EV is parked at an Electric Vehicle Charging Station, Public and is connected to the battery charging station equipment.

f. Maintenance

Failure to maintain the Electric Vehicle Charging Stations, Private (Restricted-Access) and Public in all respects, including the functioning of the equipment, shall revoke the incentive and require the installation of the parking required by Section 506. B. Downtown Parking Requirements in accordance with Table 5-3: Number of Off-Street Parking Spaces Required.

g. Incentive

New proposals for the development or redevelopment of commercial, manufacturing, mixed-use, multifamily, or office-institutional zoned properties may be administratively approved to reduce the number of *Off-Street Parking Spaces Required*, subject to the review and approval of the Director of the Planning and Development Department.

- i.* Ten (10%) percent of the total *Off-Street Parking Spaces Required* shall be dedicated to *Electric Vehicle Parking Spaces*.
- ii.* Contingent upon compliance with Sub-Subsection g.i., an applicant shall be granted an administrative variance allowing a fifteen (15%) percent reduction of the total number of *Off-Street Parking Spaces Required*.

h. Final Plat

The required Final Plat (Utility Plan) shall include the location of the designated *Electric Vehicle Parking Spaces* with associated EVSE.

i. Compliance

Failure to maintain the conditions of this Sub-Section shall revoke the incentive and require the installation of the required Off-Street Parking spaces.

4. Off-Site Parking Spaces

a. Location on Lot

Off-Street Parking Spaces Required by this Article shall be provided on the same lot as the use or where the exclusive use of such is provided on another property not more than 500 feet as measured radially from the main entrance of the principal use of the subject property.

b. Proof of Written Agreement

Proof of adequate Off-Site Parking shall be provided to the Planning and Development Department in the form of a written agreement specifically allowing the applicant to utilize the property for Off-Site Parking Spaces.

c. Mandatory Compliance

- i.* The development of an Off-Site Parking Lot shall require mandatory compliance with all applicable City of Lawrenceville building, development, and zoning codes, ordinances, and regulations, and applicable Gwinnett County rules and regulations.
- ii.* If unable to provide adequate Off-Site Parking an applicant shall be required to enter into an agreement with the City through entry into the Downtown Parking program.

509 Off-Street Parking Design and Maintenance

Every parcel of land used as an off-street parking area shall be designed in accordance with the Development Regulations, Tree and Landscape Plan, and Off-Street Surface Parking Lot Requirements as follows:

A. Screening

Off-street parking areas for more than ten (10) vehicles shall:

- 1.** Be effectively screened by a six (6) foot high solid wall or opaque fence on each side which adjoins or faces and is within ten (10) feet of any lot situated in any residence district, unless such screening is provided by a required zoning buffer.
- 2.** The required solid wall or opaque fence shall be supplemented with plantings of shrubbery or ground cover along its base.

B. Surfacing

Off-Street Parking areas shall be constructed of an approved hard surface, consisting of cement or asphalt, and shall be provided with adequate drainage to prevent surface water run-off on adjacent properties or onto the public right-of-way.

C. Space and Directional Arrow Markings

Designated parking spaces shall be marked on the surface of the parking area with paint or permanent marking materials and maintained in a visible condition. One-way and two-way accessways into required parking facilities must be identified by directional arrows.

D. Drainage

All off-street parking facilities shall be provided with adequate drainage facilities to prevent surface water run-off onto adjoining properties or onto the public right-of-way.

E. Separation from Public Right-Of-Way

Except in districts zoned exclusively for residential uses, all off-street parking facilities located within a front yard shall be separated from public sidewalks or the existing right-of-way by a grass area at least 10 feet in width. A minimum six-inch barrier curb shall be provided on the parking lot side of the required landscaped areas.

F. Separation from Adjoining Properties

Except in districts zoned exclusively for residential uses, all off-street parking facilities shall be separated from adjoining properties by a grass area of at least ten (10) feet in width and a minimum six (6) inch barrier curb.

G. Interior Design and Landscaping

All areas of off-street parking facilities that are unusable, either for parking, circulation, or loading, shall be landscaped with grass and/or plant material and be properly maintained.

510 Off-Street Loading Spaces**A. Required**

1. Off-Street Loading spaces shall be provided on the same lot for every building in the Commercial and Industrial zones.

2. No loading space is required if prevented by an existing lawful building.

- B.** In connection with every non-residential building, there shall be at least one off-street loading space provided and maintained as identified in Table 5-4:

Table 5-4: Number of Off-Street Loading Spaces Required			
Gross Floor Area of Structure (feet ²)	Office	Commercial	Industrial
0-5000	0	0	1
5001-9,999	0	1	1
10,000-19,999	1	1	1
20,000-49,999	1	2	2
50,000-99,999	2	3	3
100,000-499,999	2	4	4
500,000 or more	3 plus 1 per each additional 100,000 sq. ft. in excess of 500,000	5 plus 1 per each additional 100,000 sq. ft. in excess of 500,000	5 plus 1 per each additional 100,000 sq. ft. in excess of 500,000

C. Mixed-Use

In the case of mixed uses, the total requirements for off-street loading facilities shall be the sum of the various uses computed separately.

D. Surface

Loading Areas shall be constructed of an approved hard surface, consisting of cement or asphalt, and shall be provided with adequate drainage to prevent surface water run-off on adjacent properties or onto the public right-of-way.

E. Access

Each loading space shall be served by direct access to a street, service drive, or alley in a manner that will not interfere with traffic or parking lot circulation.

F. Location

Off-street loading areas shall:

- 1. Be located on the same zoning lot as the specific use to be served.
- 2. Not be located in any front yard except for areas used for the occasional drop-off or pick-up of goods by vans, step-vans, or panel trucks, or within the Downtown Entertainment District.
- 3. Not obstruct any parking space, drive aisle, or driveway unless the site constraints will not allow the complete separation of off-street loading and only when reviewed and approved by the Director of Planning and Development.

G. Screening

All operations, materials, and vehicles in any loading space that are visible from public streets or residential districts shall be screened. The screening material, upon installation, shall be at least six (6) feet in height and 100% opaque.

H. Lighting

Any light used to illuminate off-street loading facilities shall be equipped with suitable shielding designed to prevent glare on surrounding public or private property and pedestrian and vehicular traffic (See *Development Regulations, Performance Standards – Lighting*).

511 Non-Residential Off-Street Loading Construction and Dimensions

All non-residential parking lots shall be laid out, constructed, and maintained in accordance with the following requirements:

A. Dimension

- 1. The minimum area of a loading space shall be 400 square feet and the minimum dimensions shall be ten (10) feet in width and twenty (20) feet in length.
- 2. Each loading space shall have a clear height of fourteen (14) feet and shall be directly accessible through a usable door not less than three (3) feet in width and six (6) feet, eight (8) inches in height.

Minimum Dimensions of Off-Street Loading Spaces		
Description	Commercial/Office	Industrial
Parking Space Length	20 ft.	53 ft.

Parking Space Width	10 ft.	10 ft.
Outside Turning Radii	24 ft.	24 ft.
Vertical Clearance	14 ft.	14 ft.
Backing and Maneuvering Area	50 ft.	50 ft.
Loading Dock Area		Area of Truck Bed multiplied by 2
Loading Dock Width		10 ft.
Loading Dock Height		4 ft.

B. Screening

All operations, materials, and vehicles in any loading space that are visible from public streets or residential districts shall be screened. The screening material, upon installation, shall be at least six (6) feet in height and 100% opaque.

C. Surface

All loading areas shall be constructed of an approved hard surface, consisting of cement or asphalt, and shall be provided with adequate drainage to prevent surface water run-off on adjacent properties or onto the public right-of-way.

512 On-Street Parking Standards

A. Applicability

1. *On-Street Parking* may be used on city-maintained public streets if approved by the City Council and shall be limited to local streets internal to Mixed-Use (CMU-Community Mixed-Use District), Multifamily (RM-12 and RM-24 Multifamily Residential Districts), and RS-TH (Townhouse Single-Family Attached Residential District) zoning districts that provide pedestrian walkability within the project.
2. *On-Street Parking* shall be shown on the zoning exhibit and is subject to review and approval of the Director(s) of the *Engineering Department* and *Planning and Development Department* prior to submission to the *City Council*.
3. *On-Street Parking* shall be permitted to serve multiple buildings or parcels within a Mixed-Use, Multifamily, and Townhouse development.

On-Street Parking shall not be permitted or for the exclusive use for an individual building, business, parcel or patron.

B. Parking Space Requirements

1. *On-Street Parking* calculations shall be provided on the zoning exhibit.
2. Handicap parking shall comply with the ADA Standards, the Georgia State Law for Accessible Design and the Georgia Accessibility Code for Buildings and Facilities for all multi-family and non-residential uses.
3. A maintenance agreement for *On-Street Parking* shall be authorized between the owner/developer and the *Planning and Development Department* before the issuance of a development permit.
4. A Mandatory Property Owners Association shall be established. The Mandatory Property Owners Association shall be responsible for the maintenance of any *On-Street Parking* in the development. A maintenance responsibility statement for *On-Street Parking* shall be placed on the approved plans and the covenants shall include a section that specifically states who is responsible for maintenance and what the maintenance standards are for *On-Street Parking*.
5. On-Street Parking shall be constructed in accordance with GCDOT Standards and designed to minimize potential adverse impacts with existing or proposed traffic flow on an adjacent public right-of-way or local street.
6. Up to 100 percent of *On-Street Parking* spaces available within 500 feet of a retail use may be counted towards the minimum *Off-Street Parking* requirements for the entire development as shown on the zoning exhibit.
7. No more than twenty (25%) percent of the required *Off-Street Parking* spaces may be provided by *On-Street Parking*.

C. Pedestrian Circulation

1. Multifamily and Non-residential parking lots containing 100 spaces or more shall incorporate pedestrian access corridors into their design.
2. Pedestrian corridors shall include five (5) foot wide sidewalks with two (2) foot grassed strips along at least one side of primary driveways. The pedestrian corridors shall connect parking areas directly with buildings and adjacent public streets. These corridors shall not apply to auto sales lots.

3. Where pedestrian corridors cross a driveway, they shall be constructed as a raised, flat hump with a height of 4 inches and a 6-foot wide top with 4-foot wide ramps and marked as a crosswalk; or shall be constructed with an approved contrasting paver and marked as a crosswalk. Parking spaces shall not be located more than 200 feet from any pedestrian corridor.

D. Stacking Lanes; Spaces For Drive-Through Facilities Or Service Windows

Stacking lanes and spaces shall be designed to prevent circulation congestion, both on-site and on adjacent public streets. The circulation shall separate drive-through traffic from site circulation, not impede or impair access into or out of parking spaces, not impede or impair vehicle or pedestrian traffic movement, and minimize conflicts with physical and visual separation between pedestrian and vehicular traffic.

1. Stacking Lanes

- a. Drive-through lanes shall be separated by striping or curbing from off-street parking areas. Individual lanes shall be striped, marked or otherwise distinctly delineated.
- b. Stacking lanes shall be a minimum of 10 feet in width, and parallel the entire length for the drive-through service area and narrowing to 8.5 feet adjacent to the service window or facility.
- c. Stacking lanes shall be a minimum of 12 feet in width along curved segments.
- d. Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.
- e. Entrances to stacking lane(s) shall provide adequate storage length from the nearest intersection.
- f. Stacking lanes shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. If said separate stacking lane is curbed, an emergency by-pass or exit shall be provided.
- g. Service areas and stacking lanes shall be set back 5 feet from all lot lines and roadway right-of-way lines.

- h.** All stacking lane entrances shall provide adequate storage length from the nearest intersection.

E. Stacking Spaces

- a.** Each stacking space shall be a minimum of 20 feet in length and 10 feet in width along straight portions.
- b.** Stacking spaces shall be a minimum of 12 feet in width along curved segments.
- c.** Provide adequate queue space for a minimum of five cars per lane

F. Separate Driveway and Stacking Lane

A separate driveway and stacking lane is required for any drive-through window, bank drive-through, ATM stand-alone structure, or drop-off or pick-up area. These stacking lanes shall be separate and distinct from the required through-lane providing circulation around the building or service facility.

513 Definitions

Italicized words may be defined in the Zoning Ordinance, Article 10 Definitions.

IT IS SO ORDAINED, this ____ day of _____, 2023.

Mayor David R. Still

Attest: _____
City Clerk



LAWRENCEVILLE

GEORGIA

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

Item:	An Ordinance to Amend the Zoning Ordinance, Article 9, Administration and Enforcement
Department:	Planning and Development
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	None
Presented By:	Todd Hargrave, Planning and Development Director
Action Requested:	Approval of amendment
Planning Commission Recommendation:	Table to the March 6, 2023, Public Hearing

Summary: The recommendation is to eliminate the Architectural Review Board and to provide clarity and eliminate contradicting language for the withdrawal process for public hearings. Staff is building relationships with developers which gives room for conversations about compliance with the rules and better decision making. In 2019, the department received five applications for variances. There were no meetings in 2020 due to the pandemic, and all meetings in 2021 were cancelled due applicants within the Downtown Entertainment District meeting and exceeding architectural design standards set forth in Article 6 of the Zoning Ordinance. The Board has only met once in 2022; in March to go over the responsibilities of the members and sign their commitment to the City. Only three of the seven members were in attendance.

Attachments/Exhibits:
ARTICLE 9 Amendment Draft

**AN ORDINANCE TO AMEND
THE ZONING ORDINANCE OF THE CITY OF LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Zoning Ordinance is amended as follows:

Section 1. Delete Article 9, Administration and Enforcement in its entirety and replace it as follows:

Administration and Enforcement

900 General Provisions

A. Decision-Making Responsibilities

The following table provides a summary of the decisions and applicable decision-makers for each of the determinations to be made in this Article.

Table 900-1: Summary Table of Procedures and Decision-Making Roles				
	Director of Planning and Development	Board of Appeals	Planning Commission	City Council
Administrative Variance	√			
Appeals		√		√
Building Permit	√			
Certificate of Occupancy	√			
Special Uses			√	√
Temporary Uses	√			
Variances		√		√
Zoning Ordinance Enforcement	√			
Zoning Ordinance Text Amendments			√	√
Zoning Map Amendments			√	√

901 Policies and Procedures

For purposes of this section the terms “zoning decision” shall have the meanings set forth in O.C.G.A. §36-66-3. Prior to making any zoning decision, the City Council shall conduct a public hearing. The public hearing shall be called, and a public notice provided in accordance with the provisions of O.C.G.A §36-66-4. At any such public hearing, the following procedures shall apply:

1. A member of the planning staff will briefly summarize the requested zoning change; and shall respond to any questions from the City Council regarding the staff recommendations related to the proposed zoning change.
2. The applicant shall be provided an opportunity to be heard, and may present any evidence, information, or materials which the applicant desires for the City Council to consider in arriving at its determination.
3. Public comments will be accepted and individuals making public comment may present any evidence, information and/or materials the individual desires for the City Council to consider in arriving at its determination.
4. The City Council may place reasonable time limitations on the presentation of the applicant and on public comments by individuals in support or opposition to the zoning decision. An equal period be allowed for presentation data, evidence, and opinion by proponents of the zoning decision and by opponents of the zoning decision, and in no event shall the minimum time period allowed for presentation be less than 10 minutes per side.
5. Persons speaking either in support of or in opposition to a zoning decision shall be recognized by the mayor, shall state their name and address for the public record, and shall present any written documents which they desire to be included in the record of the meeting to the City Clerk and Director of Planning and Development.
6. All comments shall be directed to the City Council and shall be made in an orderly manner.
7. The applicant and any opponents to the zoning decision shall acquaint themselves with the provisions of §36-67a-3 and shall comply with the provisions of that statute

902 Planning and Development Director

A. Role of the Director of Planning and Development

1. The Director of Planning and Development shall administer and enforce this Ordinance with the assistance of the Planning and Development, and Code Enforcement staff and other persons as designated by the Director of the Planning and Development Department.
2. The Director shall have the authority to approve and issue Administrative Variances, Building Permits, Certificates of Occupancy, and Temporary Outdoor Activity Permits, and to make interpretations and determinations of the Zoning Ordinance and Zoning Map in order to carry out the intent and purpose of this Zoning Ordinance.
3. If the Director finds that any of the provisions of this Ordinance are being violated, they shall notify in writing the property owner and tenant responsible for such violations, indicating the nature of the violation, and ordering the action necessary to correct it. The Director shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this Ordinance to ensure compliance with or to prevent violation of its provisions.

B. ADMINISTRATIVE VARIANCES

1. The Director shall have the power to grant variances (except for density and use) from the development standards of this Ordinance where, in his or her opinion, the intent of the Ordinance can be achieved, and equal performance obtained by granting a variance. The authority to grant such variance shall be limited to variances from the following requirements:
 - a. Front yard or yard adjacent to a public street - variance not to exceed twenty (20) percent.
 - b. Side yard - Variance not to exceed ten (10) percent.
 - c. Rear yard - Variance not to exceed twenty (20) percent.

C. BUILDING PERMITS REQUIRED

No building or structure shall be erected, moved, added to, or structurally altered without a permit issued by the Director of the Planning and

Development Department. No building permit shall be issued except in conformity with the provisions of this Ordinance unless the Director receives a written order from the Board of Appeals in the form of an administrative review or variance as provided by this Ordinance.

D. APPLICATION FOR BUILDING PERMIT

1. The applicant for a building permit shall submit plans at a suitable scale showing the shape, size, and location of the lot to be built upon; the shape, size, height, use, and location of the buildings to be erected, altered, or moved and of any buildings already occupying the lot; the number of dwelling units the building is designed to accommodate; the setback line of the buildings on adjoining lots; and any other information needed to determine whether the provisions of this Ordinance are being followed.
2. If the plans conform to the provisions of this Ordinance, the City building Ordinances, and other Ordinances of the City, the permit shall be issued upon payment of the required fee. If compliance does not result, the building permit shall be refused by the Planning and Development Director stating such refusal in writing with the cause.
3. If no visible progress on construction or modification has been made within 12 months of the date that said permit is issued, the permit becomes invalid. The Director may renew the permit pending review and recommendation of the Building Inspector. A renewal fee is required to be paid by the applicant before the permit is renewed.

E. CERTIFICATE OF OCCUPANCY REQUIRED

1. It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both until a Certificate of Occupancy has been issued by the Director of Planning and Development or their designee stating that the proposed use of the building or land conforms to the provisions of this Ordinance.
2. A record of all Certificates of Occupancy shall be kept on file in the Planning and Development Department and a copy shall be furnished, upon request, to any person.

903 Board of Appeals

A. ESTABLISHMENT AND PROCEDURE

1. COMPOSITION, APPOINTMENT, AND TENURE

A Board of Appeals (BOA) shall consist of five (5) members, appointed by the Mayor, **and** with the consent of the City Council. The terms of the members shall be for four years each with staggered terms. No member of the Board of Appeals may hold any other public office or position in the Municipality.

2. VACANCIES

Vacancies shall be filled by appointments for unexpired terms only and in the same manner as the original appointment.

3. REMOVAL

Any member of the Board of Appeals may be removed by the Mayor, with **the** consent of the City Council, for **any reason** after written notice and a public **vote**. Any member who misses more than three meetings in any one calendar quarter without excuse shall be removed from the Board by the City Council. The Director of Planning and Development shall keep an attendance record and report if a member's attendance does not meet this requirement to the mayor's office.

4. COMPENSATION

All members of the Board of Appeals shall receive compensation in an amount to be determined by the City Council.

5. OFFICERS AND RULES OF PROCEDURE

The Board of Appeals shall elect one of its members as Chairman who shall serve for one year or until such person is reelected or a successor is elected. The Director of Planning and Development **Department or their designee** shall act as Secretary for the Board of Appeals. Meetings shall be heard regularly, once a month, at the call of the Chairman and at such other times as the Board may determine. The Board of Appeals shall follow the rules adopted by the City Council in accordance with the provisions of this Section; shall keep minutes of its proceedings showing the absence, vote, or the failure to vote of each member; and shall keep records of its examination and other official actions, which minutes and records shall be filed in the Planning and Development Department and open to the public for inspection.

6. QUORUM

For the purpose of transacting business, a quorum of the Board of Appeals shall be considered to be **three (3)** of the five **(5)** members.

B. BOARD OF APPEALS HEARINGS.

The Board of Appeals shall conduct public hearings on all applications or referrals, within a reasonable time and place to advertise as required by State law. Any party in interest may appear in person, or by an agent or by an attorney, and be heard.

C. POWERS AND DUTIES

The Board of Appeals shall have the following powers and duties:

1. ARCHITECTURAL, DIMENSIONAL AND LOCATIONAL VARIANCES

If literal enforcement of the provisions of this Ordinance would result in unnecessary hardship due to special conditions and not to the intentional conduct of the requesting party, the Board of Appeals may authorize such variance if it is not contrary to the public interest. A variance from the terms of this Zoning Ordinance shall not be granted by the Board of Appeals unless and until:

- a.** A written application for a variance is submitted demonstrating that:
 - i.** Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.
 - ii.** That the special conditions and circumstances did not result from the actions of the applicant.
 - iii.** No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings on other districts shall be considered grounds for the issuance of a variance.
- b.** Notice of a public hearing shall be given as in *Subsection 903 C.1., Architectural, Dimensional and Locational Variances.*
- c.** Where the strict application or literal enforcement of the requirements of this Zoning Ordinance would result in the applicant suffering practical difficulties, the Board of Appeals shall have the

power to authorize a variance from the terms of this Zoning Ordinance to relieve such difficulties. In granting a variance, the Board of Appeals may impose such conditions as may be necessary to comply with the factors herein to reduce or minimize potential injurious effects of such variance upon neighboring properties and to carry out the general purpose and intent of this Zoning Ordinance. In making such a determination, the Board of Appeals shall consider all the following factors, including whether:

- i.* The property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance.
 - ii.* The variance is substantial.
 - iii.* The essential character of the neighborhood would be substantially altered or adjoining properties would suffer a substantial detriment as a result of the variance.
 - iv.* The variance would adversely affect the delivery of government services (i.e., water, sewer, garbage).
 - v.* The property owner purchased the property with knowledge of the zoning restriction.
 - vi.* The property owner's predicament feasibly can be obviated through some method other than a variance.
 - vii.* The spirit and intent behind the zoning requirement would be observed and substantial justice is done by granting the variance; and
 - viii.* Any other relevant factor to assist the Board of Appeals in weighing and balancing the public and private benefits and harms of the requested relief is necessary.
- d.* In granting any variance, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with the intent of this Ordinance.
- e.* Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Ordinance and punishable under the provisions of this Ordinance; and

- f. Under no circumstances shall the Board of Appeals grant a variance to allow a use permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.

2. APPEAL OF ADMINISTRATIVE REVIEW:

a. HEARINGS, APPEALS, NOTICE

- i.* Appeals to the Board of Appeals concerning interpretation or administration of the Zoning Ordinance may be taken by any person aggrieved or by any officer or bureau of the governing body of the City affected by any decision rendered.
- ii.* Such appeals shall be submitted within 30 days of the Board by filing with the Director of Planning and Development a notice of appeal specifying the grounds thereof.
- iii.* The Director of Planning and Development or his or her designee shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken. The Board of Appeals shall fix a reasonable time for the hearing of an appeal; give due notice thereof to all parties in interest; and after hearing, decide the same within a reasonable time. At the hearing, any party in interest may appear in person, or by agent or attorney, and be heard.

b. STAY OF PROCEEDINGS

- i.* An appeal stays all proceedings in furtherance of the action appealed from, unless the Director, or other person or agency from whose action the appeal is taken certifies to the Board of Appeals after the notice of appeal is filed that by reason of facts stated in such certification a stay would, in the opinion of the person making the certification, cause imminent peril to life and property.
- ii.* In such case, proceedings may be stayed by a restraining order issued by the Board of Appeals, or by a court of record, on the application, on notice to the parties of interest, and for good cause shown.

c. HEARING OF APPEAL

The Board of Appeals shall conduct a public hearing as described in *Subsection 903 C.1., Architectural, Dimensional and Locational Variances.*

d. POWERS TO REVERSE OR AFFIRM

In exercising the above-mentioned powers so long as such action is in conformity with the terms of this Ordinance, the Board shall have the power to reverse or affirm, wholly or partly, or to modify the order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Director, or other person or agency from whom the appeal is taken. The concurring vote of three members of the Board of Appeals shall be necessary to reverse any order, requirement, decision, or determination from which the appeal was made, or to decide in favor of the applicant on any matter upon which it is required to pass under this Ordinance or to affect any variation in the application of the Ordinance.

e. BOARD OF APPEALS DECISIONS.

All Board of Appeals decisions shall be in writing and shall contain findings of facts and conclusions of law. Decisions shall be mailed to the applicant and any interested parties who make a written request for a copy of the written decision without unreasonable delay after the close of the hearing. Where an application has been denied, no new application on substantially the same facts shall be filed within six months of the date the previous denial, unless the Board of Appeals, for good cause shown by the applicant, grants permission to do so.

f. APPEALS FROM THE BOARD OF APPEALS TO CITY COUNCIL.

Any person or persons severally or jointly aggrieved by any decision of the Board of Appeals may take an appeal to the City Council. Any appeal filed by the City shall be filed by the City Manager. Said appeals to the City Council shall be filed within thirty (30) days on the date of the decision of the Board of Appeals. If no appeal of the decision of the Board of Appeals is filed within thirty (30) days, said decision of the Board of Appeals shall be final. Any appeals to the City Council shall be filed with the City Clerk, and upon receipt of the appeal, the City Clerk shall place the matter on the agenda of the next regularly scheduled City Council meeting, which is scheduled at least ten (10)

days after the date the appeal is received by the City Clerk. The appeal to the City Council shall be a de novo hearing, and the parties to the appeal shall be entitled to present whatever evidence they deem appropriate to the City Council. Evidence submitted to the City Council on the appeal may be in writing or through oral presentation. However, the City Council shall have the right to limit oral presentations to no more than fifteen (15) minutes per side. Upon hearing an appeal, the City Council may render a decision at the meeting or may take the matter under advisement and render a decision at any regularly scheduled or specially called meeting in the next forty-five (45) days. Decisions by the City Council may be in writing or by oral motion but shall be approved at a regular or specially called meeting.

g. APPEALS FROM THE CITY COUNCIL TO THE SUPERIOR COURT OF GWINNETT COUNTY

Any person or persons severally or jointly aggrieved by any decision of the City Council on an appeal from a decision of the Board of Appeals may take an appeal to the Superior Court of Gwinnett County. Said appeal to the Superior Court shall be by Writ of Certiorari. Said appeal must be filed within thirty (30) days from the date of the decision of the City Council. If no appeal of the decision of the City Council is filed within thirty (30) days, the decision of the City Council shall be final. Any appeals to the Superior Court shall be an appeal based on the record created before the City Council and shall be limited to determining whether the City Council acted arbitrarily or capriciously or abused its discretion in exercising the powers granted to it.

h. DUTIES OF ADMINISTRATIVE OFFICIAL, BOARD OF APPEALS, CITY COUNCIL AND COURTS ON MATTERS OF APPEAL.

It is the intent of this Ordinance that all questions of interpretation of this Ordinance shall be first presented to the Director of Planning and Development. Questions of interpretation shall be presented to the Board of Appeals only upon appeals from a decision of the Director of Planning and Development. It is further the intent of this Ordinance that any such decision by the Board of Appeals shall be appealable to the City Council, and that the only recourse from the decisions of the City Council shall be to the Courts as provided by law.

904 Planning Commission**A. ESTABLISHMENT AND PROCEDURE.**

The Planning Commission shall consist of **five (5)** members appointed by **Mayor with consent of the** City Council for terms of **four (4)** years on a rotating basis from and among the qualified electors of the City. Members of the Planning Commission shall not hold any other City office.

- 1.** The Planning Commission may make recommendations to the City Council on all matters affecting the physical growth and development of the City, shall be consulted on the Comprehensive Plan and the implementation or amendment thereof, and shall exercise all other responsibilities as may be provided by the City Ordinance, including, but not limited to, this Zoning Ordinance.
- 2.** Meetings of the Planning Commission shall be held once a month as determined by the Planning and Development Department. Hearing dates will be available online and in-person at the Planning and Development Department.
- 3.** The Planning Commission shall follow the rules and procedures adopted by the City Council and shall keep a record of its proceedings, recording the vote upon each question, and shall also keep records of its hearings and other official actions.
- 4.** Actions of the Planning Commission shall be a public record and all meetings of the Planning Commission shall be open to the public except in those instances when the Planning Commission is acting in a quasi-judicial manner; in which case the Planning Commission shall conduct a record hearing and may deliberate in private, and any matters permitted to be closed to the public under applicable Georgia law.

B. AMENDMENTS TO THE ZONING ORDINANCE AND MAP (REZONING)

- 1.** Petitions for amendments to the Zoning Ordinance or Zoning Map shall be made to the Planning Commission and City Council if the petition is City initiated or non-City initiated. If a petition is made for a Zoning Map amendment, the petition shall only be considered if one or more owners of property in the proposed area or an authorized agent are party to the petition.

2. The Planning and Development Department shall create a yearly calendar of all meetings and shall provide notice of each hearing as required by State statutes.

C. SPECIAL USES

The Planning Commission shall review and make a recommendation to the City Council regarding the establishment or material change in Special Uses as regulated in this *Section*.

1. The Planning Commission shall give due regard to the nature and condition of all adjacent uses and structures and in authorizing a special use may impose such requirements and conditions, in addition to those expressly stipulated in this Zoning Ordinance, as it may deem necessary for the protection of adjacent properties and the public interest.
2. In deciding a special use, the Planning Commission may impose conditions as may be necessary to comply with the standards set forth herein to reduce or minimize potential injurious effects upon neighboring properties and to carry out the general purpose and intent of this Zoning Ordinance.
3. A special use shall become null and void at the expiration date recommended by the Planning Commission; set and approved by the City Council.
4. The Planning Commission shall not recommend a special use unless it, in each specific case, makes specific findings of fact directly based upon credible evidence as to all the following:
 - a. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.
 - b. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted or will not substantially diminish and impair property value within the neighborhood.
 - c. The establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

- d.* Adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided.
 - e.* Adequate measures have been or will be taken to provide ingress and egress so designed to minimize traffic congestion in the public streets; and
 - f.* The special use will be in a district where such use may be permitted and that all requirements set forth in this Zoning Ordinance and applicable to such conditional use will be met.
- 5.** The special use permit is designed to be used when:
 - a.* A special use listed under the zoning district is desired for development in a more intensive zoning district which contains that use as a use by right would not be appropriate for the property; or
 - b.* A special use listed under the zoning district is desired for development and no zoning district contains that use as a use by right; or
 - c.* The height of a building may affect the overall density of development; or
 - d.* The height of any structure may affect neighboring properties; and,
 - e.* The special use would be consistent with the needs of the neighborhood or the community, be compatible with the neighborhood, and would not conflict with the overall objectives of the comprehensive plan.
- 6.** To accommodate these special uses, the special use permit allows the City Council to approve a special use on a particular lot without changing the general zoning district.
- 7.** Such approval shall be subject to the requirements set forth below and any additional conditions deemed necessary to ensure the compatibility of the special use with the surrounding properties.
- 8.** All special use permit applications shall be for planned developments only and shall not be used for securing early zoning for conceptual proposals which may not be undertaken for some time. A special use permit application shall be considered only if it is made by the owner of the property or his/her authorized agent.

D. DECISIONS OF THE PLANNING COMMISSION

1. The Planning Commission may, by a vote of not less than a simple majority of the members, present at a meeting:
 - a. Recommendation to City Council that the proposed amendment to the Zoning Map or Zoning Ordinance or a Special Use be **Approved as Requested**; or
 - b. Recommendation to City Council that the proposed amendment to the Zoning Map or Zoning Ordinance or a Special Use be **Approved with Conditions**; or
 - c. Recommend to City Council **Denial** of the proposed amendment to the Zoning Map or Zoning Ordinance or a Special Use; or
 - d. Recommend to City Council to **Table** the proposed amendment to the Zoning Map or Zoning Ordinance or a Special Use.
2. The recommendation shall be forwarded in writing to City Council within 30 days of the Planning Commission's vote, after which a public hearing shall be held by City Council in accordance with its rules of procedure.

905 City Council

Under this Ordinance, the City Council shall have only the following duties:

- A. Considering and adopting or rejecting proposed amendments or the repeal of this Ordinance, as provided by law.
- B. Hearing and making a final determination on Special Uses as identified in *Section 904 C., Special Uses and Section 907, Rezoning and Special Use Permit Application Public Hearing Process.*
- C. Hearing and making a final determination on appeals to this Zoning Ordinance and Zoning Map amendments.
- D. Establishing a schedule of fees and charges as stated in this Ordinance; and
- E. Such other duties as may be established by laws of the State of Georgia or subsequently enacted Ordinances of the City.

906 Authority

The City Council may from time to time amend the boundaries of the zoning districts established on the official zoning map or the regulations set forth in this Ordinance **or amend the text of this Ordinance.**

- A.** Any proposed amendments shall be submitted to the Planning Commission for its recommendation. The Planning Commission shall make a recommendation to the City Council within thirty (30) days, or the Council shall be free to proceed without further awaiting the report of the Planning Commission.
- B.** When acting on an application for a rezoning or a Special Use Permit, the City Council shall have the right to grant the application, to deny the application, to grant a rezoning to less intense **zoning classification** than the **classification** requested, or to grant the application with the appropriate conditions. The City Council may also table the proposal **or allow the proposal to be withdrawn without prejudice**. In granting a rezoning application or Special Use Permit, in addition to imposing appropriate and necessary conditions, the Council shall have the authority to grant variances of the terms and conditions of **this Ordinance if an application is allowed to be withdrawn without prejudice there shall be no waiting period for the filing of a new application**. 

907 Rezoning and Special Use Permit Application Public Hearing Process

The Applicant or representative is encouraged to appear at the Planning Commission Meeting and the City Council Public Hearing. Failure to attend a meeting may result in the tabling of the application until the next meeting of that group. However, the Planning Commission and the City Council may act on the application should they so choose. Meeting dates, times, and locations are available online and in-person at the Planning and Development Department.

A. Schedule Of Events

- 1.** At least one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be emailed to the applicant and will be available at the Planning and Development office.
- 2.** The applicant is encouraged to appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.
- 3.** The applicant is encouraged to be present at the City Council Work Session. The applicant may be asked to present their case or to answer questions, at the desire of the City Council.

4. The applicant is encouraged to appear before the City Council for the Public Hearing.
5. If the rezoning application is denied by the City Council, any new application shall meet the requirements of Section 911 Lapse of Time Requirements for Reapplication.

B. Procedures

1. In the approval process for a zoning proposal application, the City Council shall consider the policies and objectives of the comprehensive plan, particularly in relation to the proposed site and surrounding area and shall consider the potential adverse impacts on the surrounding area, especially with regard to but not limited to traffic, storm drainage, land values, and compatibility of land use activities.
2. If an application is approved and zoning proposal is granted, all conditions which may have been attached to the approval are binding on the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions. All final site plans shall be approved by the Director of Planning and Development or his or her designee prior to the issuance of any permits.
3. Once established, the zoning proposal shall be permanent unless otherwise rezoned.
4. Upon approval by the City Council, a zoning proposal shall be identified on the official zoning maps.
5. Upon approval by the City Council of zoning proposal, the owner of the property shall be issued a notice from the Planning and Development Department, which states the rezoning, the requirements of this section, and any conditions attached to the approval.
6. Any person, persons, or entities jointly or severally aggrieved by any decision of the City Council regarding a zoning proposal application may take an appeal to the Gwinnett County Clerk of Superior Court. The appeal must be filed within 30 business days of the decision of the City Council, and upon failure of such appeal, the decision of the City Council shall be final.

C. STANDARDS GOVERNING EXERCISE OF THE ZONING POWER

The City Council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.
3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned.
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan; and
6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.

909 Variance Public Hearing Procedures

The Applicant is required to appear at the Board of Appeals Meeting. Failure to attend the meeting may result in the tabling of the application until the next meeting of that group. However, the Board of Appeals may act on the application should they so choose. Meeting dates, times, and locations are available online and in-person at the Planning and Development Department.

A. SCHEDULE OF EVENTS

1. After confirming that the conditions for a variance as described in Section 903C.1.a are met, the applicant can apply through the Planning and Development Department.
2. The applicant must post a sign given to them by the Planning and Development Department at least 15 days prior to the public hearing.
3. The applicant shall appear before the City of Lawrenceville Board of Appeals to present their case in support of the variance application. Any

opposition to the variance application will be given equal time to present its case.

B. PROCEDURE

1. In the approval process for a variance application, the Board of Appeals shall consider all the factors listed in 903 C.1.c. before deciding.
2. Once approved, the applicant may begin development. A variance is a permanent entitlement to the land.
3. Upon approval by the Board of Appeals, the variance shall be archived by the Planning and Development Department.
4. Any person, persons, or entities jointly or severally aggrieved by any decision of the Board of Appeals regarding a variance application may take an appeal to the City Council. The appeal must be filed within 30 business days of the decision of the Board of Appeals, and upon failure of such appeal, the decision of the Board of Appeals shall be final.

910 Withdrawal of Application

Once an application for an amendment to the Official Zoning Map or an application for a Variance or Special Use Permit has been made the applicant may withdraw such application without prejudice at any time until the official withdrawal deadline published in the Public Hearing Schedule maintained by the Department has passed.

An application may not be withdrawn by an applicant or property owner under any circumstance after the official withdrawal deadline. Once past the published withdrawal deadline all applications shall be considered by the City Council or Board of Appeals, as appropriate, and shall receive final action, unless the City Council or the Board of Appeals votes to allow the application to be withdrawn without prejudice. Any application that is allowed to be withdrawn without prejudice shall have no waiting period for filing a new application.

IT IS SO ORDAINED, this ____ day of _____, 2022.

Mayor David R. Still

Attest: _____
City Clerk

DRAFT



LAWRENCEVILLE

GEORGIA

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

Item: An Ordinance to Amend the Code of Ordinance, Chapter 10, Article II

Department: Planning and Development

Date of Meeting: Wednesday, February 15, 2023

Presented By: Todd Hargrave, Planning and Development Director

Action Requested: **Adoption of Amendment**

**Planning
Commission
Recommendation:** **Table to March 6, 2023, Public Hearing**

Summary: Deleting the property maintenance ordinance in its entirety and replaced with the proposed changes; this includes regulations extracted from the Zoning Ordinance so that the document is more cohesive.

Attachments/Exhibits:

- **Proposed Amendment**

**AN ORDINANCE TO AMEND
THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA,
CHAPTER 10 – BUILDING AND BUILDING REGULATIONS, ARTICLE II. - PROPERTY**

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

Section 1. Adopt Chapter 10 – Building and Building Regulations, Article II. – Property Adopt13Property Maintenance Ordinances as follows:

Chapter 10 – Building and Building Regulations,

Article I. – IN GENERAL ~~Interpretation~~

Sec. 10-1. Title

The title of this Chapter shall be the “City of Lawrenceville Property Maintenance Ordinance” and may be cited hereinafter as “This Chapter.”

Sec. 10-2. Purpose

The purpose of this Chapter is to establish minimum requirements and standards for premises and structures in order to promote and protect the public health, safety, convenience, order, and general welfare of the citizens of the City.

Sec. 10-3. Scope

This Chapter shall apply to all existing structures and premises and constitute minimum requirements and standards for existing structures and premises.

Sec. 10-4. Interchangeability

Words stated in the present tense include the future. Words stated in the masculine gender include the feminine and neuter. Words stated in the singular number include the plural and the plural singular.

Definitions

Terms not defined in this section shall have their meaning as defined in the Zoning Ordinance, the Development Regulations, and the Construction Code, or in the absence of such definition, terms shall have their common dictionary definition. Whenever the terms "dwelling unit," "premises," "building," "rooming house," "rooming unit," or "story" are stated in this chapter, they shall be construed as

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~~though they were followed by the term "or any part thereof." The following definitions shall apply in the interpretation and enforcement of this chapter:~~

Sec. 10-29. Duties of Property Owner

It is the duty of every property owner located within the City of Lawrenceville, Georgia to:

- a.** Construct and maintain such property in conformance with all applicable codes in force within the City limits, and any such ordinances which regulate and prohibit activities on ~~property~~property, and which declare it to be a public nuisance to construct or maintain any property in violation of such codes or ordinances; and
- b.** Keep such property reasonably clean and free of any materials or conditions which create a health or safety hazard either on such property or to surrounding persons or ~~properties~~properties.

Sec. 10-30. Fences, Hedges and Walls (RS-180, RS-150, RS-60, RS-50, R-TH)

a. Fence, Hedge and Wall - Location

- i.** Fences, Hedges and Walls shall be prohibited within a designated private/public access/utility easement or public right-of-way.
- ii.** Fences, Hedges and Walls shall be prohibited from obstructing the view of an individual operating a vehicle while entering or exiting a designated driveway, private/public access or utility easement or a public right-of-way.

b. Fence, Hedge and Wall - Height

- i.** Fences, Hedges and Walls in required front yard areas shall not exceed four (4) feet in height.
- ii.** Fences, Hedges and Walls adjacent to an interior lot line in required rear and side yard areas shall not exceed six (6) feet in height.

c. Fence, Hedge and Wall - Exceptions

- i.** Fences, Hedges or Walls enclosing an approved stormwater management facility may be a maximum of six (6) feet in height.
- ii.** Fences, Hedges or Walls enclosing a tennis court may be a maximum of twelve (12) feet in height.

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iii. Fences, Hedges and Walls located on lot with double frontage may have a fence, hedge, or wall up to (6) feet in height within a designated no access easement, subject to the review and approval of the Director of Planning and Development.

iv. The City Council may condition the approval of a Rezoning or Special Use Permit allowing an increase of the height of Fences, Hedges or Walls in excess of the minimum requirements of this Ordinance.

d. Subdivision Entrance Features

Walls or fences incorporated into a subdivision entrance feature shall not exceed ten feet in height and shall be subject to review and approval by the Director after the submission of a landscape plan, site plan, and architectural elevations to the Department.

e. Fence Materials

i. Any wall or fence which extends into the required front yard on property less than 3 acres in area shall be ornamental or decorative and constructed of brick, stone, wood, or wrought iron.

ii. No wall or fence constructed of woven wire or metal fabric (chain link, hog wire, or barbed wire) shall extend into a front yard.

iii. Electric and barb wire fences shall be prohibited in residential districts except on lots that meet or exceed the minimum requirements for raising and keeping livestock (3 acres). Woven wire or metal fabric fences may extend into a front yard area, subject to the review and approval of the Director of Planning and Development.

iv. Exposed concrete blocks, tires, scrap metal, sheet metal, plastic/fiberglass sheeting, vinyl siding or fabric, plywood, pallet material, junk, or other discarded items shall be prohibited as fence material in residential and non-residential districts.

Sec. 10-31. Garage, Rummage, and Yard Sales

Garage, rummage, yard, and similar sales shall be permitted from an occupied residence, or group of residences in the case of a neighborhood event, subject to the following requirements and limitations:

1. Zoning

Garage, rummage, yard, and similar sales shall be permitted within the Mixed-Use, Multifamily, and Single-Family zoning classifications with the

review and approval of an administrative variance by the Director of the Planning and Development Department;

2. Permit Restrictions

- a. A Temporary Use Permit shall be required;
- b. The person or entity seeking to conduct such a sale shall obtain the approval at least five business days before the start date of a garage or yard sale;
- c. Garage or Yard Sales shall be limited to Friday, Saturday, and/or Sunday only, between the hours of 8 AM and 5 PM;
- d. Garage or Yard Sales shall be limited to four events in any calendar year;
- e. No more than one temporary outdoor activity shall be permitted simultaneously on a parcel;
- f. An additional permit for a Garage or Yard Sale on the same property may not be applied for or renewed within 90 days from the date of any prior approval;
- g. No evidence of the Garage or Yard Sale shall remain on a parcel of property for more than 12 consecutive hours of any calendar day;
- h. No permit holder shall permit any loud or boisterous conduct on or near the premises;
- i. No permit holder shall permit persons to line up or congregate, either on foot or in automobiles, before the start of the Garage or Yard Sale;

3. Sales and Display

- a. An affirmative statement that the goods to be sold are owned by the person or persons conducting the sale, and that such goods were not acquired for resale;
- b. No display shall be erected or installed, nor shall any display take place, within a City, County, or State right-of-way;
- c. All personal property offered for sale shall be displayed within the residence, garage, and carport or rear yard area;
- d. A Vehicle offered for sale may be displayed on the paved driveway within the front yard;

4. Signs

- a. Signs shall be a maximum of four square feet;
- b. Signs shall not be in the public right-of-way (i.e. street lights, telephone poles, traffic signs, or any other structure);
- c. All signs placed off-site shall have the permission of the owner of the property on which the sign is to be placed;
- d. Signs shall only be posted during the duration of the permitted event;
- e. Signs shall be a maximum of four square feet;

5. Temporary Structures

No temporary structure or covering shall be erected as a part of an Estate Sale. Display tables and Pop-Up Tents (max. area 100 square feet) may be used;

6. Traffic Control

- a. A traffic and parking plan detailing the proposed method for controlling traffic to ensure the flow of vehicular traffic will not be impeded during the proposed sale; and
- b. Parking of motor vehicles is restricted to one side of the street, and where practical, shall be restricted to the same side of the street on which the sale will be conducted;
- c. No permit holder shall allow vehicles to impede the passage of traffic on any roads or streets in the vicinity of the sale. Permit holders shall report to the Police Department any vehicles which are parked in violation of this division;
- d. Permit holders shall keep the streets, sidewalks, and general vicinity of the sale location free from trash and litter.

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7. Code Enforcement

The City of Lawrenceville Planning and Development Department, Code Enforcement Unit shall be authorized to inspect the Garage and Yard Sale for compliance with the provision of this Article;

8. Compliance

- a. Mandatory compliance with all applicable Municipal, County, and State requirements is required;

b. City of Lawrenceville Planning and Development Department - Building Plan Review, Development Plan Review, Zoning - Permit Required;

c. City of Lawrenceville Police Department – General Safety and Welfare of the Public, Parking, Traffic Control – (Internal Staff Notification Only).

Sec. 10-32. Graffiti

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It shall be a violation of this Ordinance for any person having a legal or equitable interest in a parcel of real property to permit graffiti to remain on a structure located thereon for a continuous period of more than 72 hours. For purposes of this Ordinance, the term "graffiti" shall have the same meaning as outlined in O.C.G.A. § 17-15A-2 (see Property Maintenance Ordinance, Sec. 10-XX Definitions).

~~Fences, Hedges and Walls (RS-180, RS-150, RS-60, RS-50, R-TH) Multifamily Residential, Office Institutional, and Single-Family Residential Zoning Classifications (CMU, BG, BGC, HSB, OI, LM, HM, RM-12, RM-24, RS-180, RS-150, RS-60, RS-50, R-TH)~~

a. Premises and Exterior Property Maintenance

- i. Grass shall not exceed 6 inches in height.
- ii. Weeds or uncultivated vegetation shall not exceed 6 inches in height.
- iii. Weeds or uncultivated vegetation shall be maintained and contained from encroaching on adjacent properties.
- iv. Property owners of developed property adjacent to a public right-of-way shall be required to maintain the area extending from the right-of-way/property line to the back-of-curb/edge of pavement in the same manner as described above.
- v. Undeveloped properties and portions of developed property where the intent is to leave the property in its natural state shall abide by the following:
 1. Grass, weeds, or uncultivated vegetation shall be maintained to a height of six (6) inches along the right-of-way/property line at a minimum distance equivalent to fifty (50) percent of the width of the public right-of-way as measured from the centerline of public roadway.
 2. Grass, weeds, or uncultivated vegetation shall be maintained to a height of six (6) inches along the side and rear property lines at a

minimum distance of twenty (20) feet interior to the property when undeveloped property abuts an adjacent developed property to minimize encroachment of undesirable vegetation.

3. Exceptions to subsections (1) and (2) are required stream and zoning buffers however vegetation within buffers shall be maintained so that it does not encroach onto other properties.

Sec. 10-34. Outdoor Storage – Single-Family Residential Zoning Classifications (RS-180, RS-150, RS-60, RS-50, R-TH)

- a. Outdoor Storage in residential zoning districts shall be part of, and strictly used for the residential purpose of the owner or occupant of the residentially zoned property.

Outdoor Storage in mixed-use, multifamily, and single-family zoning classifications shall be governed by the following restrictions and requirements:

- i. Outdoor storage of appliances, building materials, construction equipment, debris, garbage, glass, junk vehicles, junk vessels, materials, merchandise, rubbish, trash, or other similar materials shall not be allowed on any residentially zoned property.
- ii. Outdoor Storage shall be stored in an approved accessory structure an enclosed garage connected to the principal structure, or in the rear or side yard areas.
- iii. Outdoor Storage stored in the rear or side yard area shall be screened with either landscaping or fencing that provides an effective year-round visual screen from neighboring properties and/or public right-of-way.
- iv. Garbage, rubbish, trash, or other similar items shall not be placed outside for collection by an authorized waste hauler not more than 24 hours before the designated collection date for a residentially zoned property.
- v. This Section is not intended to, and shall not be interpreted to, prohibit the construction of mailboxes, driveways, walkways, lampposts, decorative columns, or landscaping within the right-of-way, provided such structures are located behind the curb line and do not create a traffic hazard.

Sec. 10-35. Private or Residential Swimming Pool and Spa

A Private or Residential Swimming Pool and Spa, as defined by *International Swimming Pool and Spa Code (ISPSC)* shall be maintained in a mechanically and structurally safe, sanitary, and secure condition always.

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A Private or Residential Swimming Pool and Spa shall be surrounded by a barrier, fence, or wall having a minimum height of four (4) feet. When the sides of an aboveground pool are used as the barrier the ladder or steps shall be capable of being secured, locked, or removed to prevent access; or the ladder or steps shall be surrounded by a fence or wall which meets these requirements.

In addition to any State laws, City and County ordinances and regulations, or health codes which govern the maintenance of multifamily residential swimming pools within the City of Lawrenceville, the following regulations shall apply:

- a. Swimming pools, when uncovered, shall be maintained in such a manner that the water in the pool is kept clear and free of algae. The bottom of the pool, at its deepest point, shall be always visible.
- b. When not covered, the filtration system must be operational either continuously or at set intervals as controlled by an electronic timing device to prevent water from becoming stagnant.
- c. When covered, the cover shall remain securely affixed and must remain in good repair. Accumulated leaves and tree debris must be removed to ensure the pool cover is visible and to prevent damage or breach of the cover.
- d. Stagnant water located within swimming pools or on swimming pool covers conducive to the breeding and harboring of mosquitoes or other insects shall not be permitted or maintained on any premises.

Sec. 10-36. Trees - Commercial, Industrial, Mixed-Use, Multifamily, Office Institutional, and Single-Family Zoning Classifications (BG, BGC, HSB, OI, LM, HM, CMU, RM-12, RM-24, RS-180, RS-150, RS-60, RS-50, R-TH)

a. Easements

Trees shall not be in a recorded easement defined as granting the right of a person, government agency, or public utility to use public or private land owned by another for a specific purpose (i.e., drainage, electric, gas, sewer, water).

b. Hazardous Trees

Dead, dying, damaged or diseased trees shall not be allowed to exist or to be maintained on any premises, which are hazardous to persons on adjacent property or to adjacent property.

c. Tree Stumps

- i. Tree stumps shall not be permitted or maintained on any premises.
- ii. Exceptions:
 - 1. Property covered by a valid land-disturbing permit.
 - 2. Undeveloped property and portions of developed property where the intent is to leave the property in its natural state (see Property Maintenance Ordinance, Sec. 10.31. Grass, Weeds and Uncultivated Vegetation. a.v.1-3.).

d. Tree Debris

- ii. Felled trees, slash, removed tree limbs, or other portions of any tree shall not be permitted or maintained on the ground on any premises.
- iii. Exceptions:
 - 1. Property covered by a valid land-disturbing permit.
 - 2. Cut wood which is neatly stacked in lengths equivalent to one cord of wood or 4 feet width, 8 feet length, and 4 feet height shall be neatly stacked in a rear yard area only: and
 - 3. Undeveloped property and portions of developed property where the intent is to leave the property in its natural state (See Property Maintenance Ordinance, Sec. 10.31. Grass, Weeds and Uncultivated Vegetation. a.v.1-3.).

Sec. 10-37. Residential Vehicle Parking

a. General

In all residential zoning districts, the parking of the following vehicles and vessels shall be as follows:

- i. No more than four (4) vehicles or vessels may be parked on any parcel of land. The parking of additional Vehicles or Vessels shall require the approval of Variance (see Zoning Ordinance, Article 9 Administration and Enforcement, Section 903 Board of Appeals).
- ii. Vehicles or Vessels shall be parked on an approved hard surface (see Property Maintenance Ordinance, Sec. 10.39. Residential Driveways).

b. Passenger Car, SUV, Truck or Van

In all residential zoning districts, the parking of the following vehicles shall be permitted:

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Passenger Car, SUV, Truck, or Van, as defined by this Property Maintenance Ordinance.

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c. Recreational Vehicles, or Recreational Vessels

- i. Recreational Vehicles or Vessels intended for recreational purposes shall be parked in a carport, garage, or the Rear Yard Area on an approved hard surface.
- ii. Recreational Vehicles or Vessels parked in the Rear Yard Area shall be parked at least fifteen (15) feet from an adjacent side or rear property line:
- iii. Recreational Vehicles shall not exceed a length of forty-five (45) feet, a width of eight and one-half (8½) feet, and a height of thirteen and one-half (13½) feet.
- iv. Recreational Vessels shall not exceed a length of thirty (30) feet, a width of eight and one-half (8½) feet, and a height of thirteen and one-half (13½) feet including the trailer.
- v. Recreational Vehicles or Vessels, including a trailer, may not be parked or stored where it would constitute a clear and demonstrable vehicular traffic hazard or be a threat to public health or safety.

d. Commercial Vehicles - Residential

In all residential zoning districts, the parking of the following Vehicles shall be prohibited:

- i. Any vehicle-for-hire including but not limited to the following Vehicles as defined by this Property Maintenance Ordinance; All-Terrain; Buses; Commercial; Former Military Motor Vehicle; Limousine; Pole Trailer; Semitrailers; Special Mobile Equipment; Taxicab; Tractor; Trailer; Truck; Truck Tractor and Wrecker.
- ii. In all residential zoning districts, the parking of any Vehicle or Vessel over twenty (20) feet in length, seven (7) feet in height, or seven (7) feet in width shall be prohibited.
- iii. Exceptions:

1. Any vehicle-for-hire parked temporarily in conjunction with a delivery, sale, or service, including but not limited to a list of vehicles found in this (Property Maintenance Ordinance, Sec. 10.37. d.i.).

2. Vehicles used for agricultural purposes on residential property with five (5) acres or more are permitted if parked outside the required Front Yard Area. Vehicles or equipment used for agricultural purposes on residential property with five (5) or more acres may be exempt from hard surface requirements if parked outside the required Front Yard Area.

a. Commercial Vehicles – Commercial, Industrial or Office-Institutional

In all commercial, industrial, and office zoning districts, the parking of the following shall be restricted as follows:

i. No required parking spaces or drive aisles may be used for the sale, repair, dismantling, servicing, or long-term storage of any vehicles, vessels, or equipment, unless permitted with the approval of a Special Use Permit.

ii. Vehicles intended for delivery, sales, or service displaying advertising shall not be parked within a Front Yard Area.

iii. Vehicles intended for delivery, sale, or service displaying advertising shall be parked within the Side or Rear Yard Areas only.

b. Junk Vehicle or Vessel

i. Any vehicle or vessel shall not be kept, maintained, parked, permitted, or stored on any premise or public right-of-way. Junk vehicles found to be on any public street shall be subject to immediate removal to an impound facility by the Lawrenceville Police Department.

ii. Any vehicle or vessel of any kind or type, or contrivance or part thereof which is abandoned, disassembled, discarded, dismantled, inoperative, junked, stripped, wrecked, or incapable of being legally operated on a public highway due to flat or removed tires, missing or inoperative parts, or other defects, or which are stored outside of a building, carport, garage or similar structure for at least twenty (20) days shall be considered and defined as a Junk Vehicle or Vessel.

Sec. 10-38. Residential Driveways

In all residential zoning districts, the installation of a residential driveway shall be designed and constructed as follows:

- a. Approved hard surface driveways shall be required for all residential uses.
- b. One access driveway per lot, minimum width of sixteen (16) feet, and maximum width of twenty-four (24) feet.
- c. Driveways shall extend to, and provide access to, a carport or garage.
- d. Driveways shall intersect perpendicular to the street and may not extend along the street in a parallel or radial manner.
- e. The maximum allowable impervious surface area in the Front Yard Areas shall be a maximum of thirty-five (35) percent.
- f. Individual driveways adjacent to an Arterial or Collector shall not be approved for newly subdivided lots of less than five acres.

Sec. 10-39. Residential Parking Pads

In all residential zoning districts, the installation of a residential parking pad shall be designed and constructed as follows:

- a. Parking pads shall be limited to one pad per lot measuring a maximum of nine (9) feet in width and eighteen (18) feet in length or a maximum of 162 square feet; whichever is stricter shall apply.
- b. Parking pads shall be considered an extension of the required driveway and shall be located a minimum of eighteen (18) feet as measured from a public right-of-way/property line.
- c. Parking pads shall be considered an extension of the required driveway and shall be located a minimum of five (5) feet as measured from a rear or side property line.
- d. Residential Driveways to private residences accessing an Arterial or Collector Street(s) shall install a parking pad to avoid vehicles backing into an Arterial or Collector Street.

Sec. 10-40. Vending Machines (BG, BGC, HSB, OI, LM, and HM zoning classifications)

Outdoor storage of vending machines, boxes, or other similar containers used to distribute food or beverages, newspapers, propane tanks, ice, videos, or other similar consumer product, provided that the following requirements are met:

- a. The vending machine is not greater than seven feet in height or more than four feet in width or depth and the number of vending machines, boxes, or other similar containers shall not exceed one machine for every 3,000 square feet of building area and a maximum of three machines, boxes, or other similar containers per lot; and
- b. The machines shall be located against and parallel to the building facade.

Grass, Weeds, and Uncultivated Vegetation

Vehicle Parking Area

Sec. 10-41. Buildings

A. Exterior Surface Treatment

All exterior surfaces, including, but not limited to, siding, doors, door and window frames, cornices, porches, window shutters, gutters, and other similar exterior surfaces and trim shall be maintained in good repair and kept clean of visible signs of mold, mildew or algae growth;growth.

1. Exterior walls

Exterior walls of buildings shall be maintained free from holes, breaks, or loose or rotting materials, and shall be maintained weatherproof and properly surface-coated (i.e. protective covering or treatment) as needed to prevent deterioration (i.e. peeling, flaking, and chipping);

2. Roofs

Roofs of buildings shall be maintained so that they are structurally sound, in a safe condition, and have no defects, which might admit rain or cause dampness in the interior portions of a building. Roofs and gutters shall be kept free of excessive accumulations of leaves, pine straw, or other debris;debris.

3. Exterior Stairways, Decks, Porches, and Balconies

Exterior stairways, decks, porches, and balconies, and all appurtenances attached thereto, of buildings shall be maintained with a so that they are in good repair;repair.

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Supplemental and Accessory Use Standards, Section
200.3.86 Vehicle Parking Area

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4. Windows

Windows of buildings shall be fully supplied and maintained with glass window panes or with a substitute approved by the Director of the Planning and Development Department of Planning, Zoning and Inspections, which are without open cracks or holes. Screens, if provided, shall be securely fastened to the window or window frame. Exceptions include a commercial business that has closed may board up the windows for security for a period not to exceed sixty (60) days.

5. Exterior Doors and Frames

Exterior doors of buildings shall be maintained so that they fit reasonably well within their frames so as to substantially prevent rain and wind from entering the building. Exterior doorjambes, stops, headers and moldings shall be securely attached to the structure and maintained in good condition without splitting or deterioration. Additionally, exterior doors shall be in proper working condition, with proper hardware and maintained weather-resistant or watertight caulk, sealant, and paint.

6. Decorative Features

Cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be in good repair and maintained with a weather-resistant or watertight caulk, sealant, and paint.

7. Accessory Buildings

Under no circumstances shall accessory buildings be constructed or repaired in whole or in part with a tarp, or any tarp-like material, vinyl, plastic, or PVC.

B. Satellite Dish Antennas

In all districts, satellite dish antennas shall be permitted as accessory structures subject to the following restrictions:

1. Located only in rear yards, unless it can be documented that reception is impaired by such a location. In this case, an antenna would be permitted in a side yard, but not a front yard.
2. Satellite dish antennae larger than 18 inches in diameter shall not be located on the roof of a residential building.

3. Except as provided herein, any variation from the requirements in this Section shall require a variance to the Board of Appeals; Appeals.

C. Solar Panels

Solar panels are permitted as an accessory use in all districts to promote clean, sustainable, and renewable energy resources. The intent of these regulations is to establish general guidelines to prevent off-site nuisances including unreasonable visual interference, light glare, and heat that the incorrect placement of solar panels may create. Furthermore, no solar panel system shall be constructed, erected, installed, or located before proper approval has been obtained pursuant to this Section.

1. Requirements and Regulations

Solar panel systems shall conform to or be evaluated for compliance with the following standards:

- a. The proposed system is no larger than necessary to provide 120 percent of the electrical energy requirements of the primary structure to which it is an accessory to as determined by a contractor licensed to install solar and photovoltaic energy systems.
- b. If roof-mounted, the solar panel system shall:
 - i. Be flush mounted on the roof unless good cause is shown by the applicant that the solar panel is not at an appropriate angle to obtain sufficient sun exposure; exposure.
 - ii. Be located in the most inconspicuous location on the roof so as not to be seen from the street, if possible, and still be able to function as designed; and
 - iii. Not extend higher than the peak of a sloped roof or higher than 5 feet from the top of a flat roof; roof.
- c. If freestanding, the solar panel system shall:
 - i. Not extend more than 10 feet above the existing grade in residential districts. In all other districts, the maximum height of a solar panel system will be determined on a case-by-case basis upon plan review.
 - ii. Not be located in a required front yard; yard.
 - iii. Not be located in any required side or rear yard setback areas for accessory uses.

iv. Not be positioned so as to reflect sunlight onto neighboring property, public streets, or sidewalks, including onto any neighboring structures.

v. Be landscaped at the base and the back of the panel structure if the structure is visible from the neighboring properties.

d. Signs

i. All signs, both temporary and permanent, are prohibited on a solar panel or solar collection systems, except as follows:

ii. Manufacturer or installer's identification information on the system.

iii. Appropriate warning signs and placards.

b. Solar Panel Systems

Shall comply with all applicable sections of the City of Lawrenceville Building Code, International Building Code (IBC), and applicable industry standards such as the American National Standards Institute (ANSI), Underwriters Laboratories (UL), or an equivalent third party;

c. Utilities

All electrical transmission wires and connections on freestanding solar panel systems shall be located underground.

2. Interconnection Agreement

An Interconnection Agreement shall be required for interconnection and parallel operations of small-distributed generation equipment or facilities of 10kW or less, which includes solar panel systems proposed for connection to the local utility power grid. Adherence to corresponding statutory provisions of the Georgia Statutes shall be required.

3. Maintenance

All solar panel systems shall be maintained in good, working order.

D. Swimming Pools (Residential)

In addition to any State laws, County ordinances, or health codes governing the maintenance of residential swimming pools within the City of Lawrenceville, the following regulations shall apply:

- 1. All residential swimming pools, when uncovered, shall be maintained in such a manner that the water in the pool is kept clear and free of algae. The bottom of the pool, at its deepest point, shall be visible at all times be always visible.
- 2. When not covered, the filtration system must be operational either continuously or at set intervals as controlled by an electronic timing device to prevent water from becoming stagnant.
- 3. When covered, the cover shall remain securely affixed and must remain in good repair. Accumulated leaves and tree debris must be removed to ensure the pool cover is visible and to prevent damage or breach of the cover.
- 4. Stagnant water located within swimming pools or on swimming pool covers conducive to the breeding and harboring of mosquitoes or other insects shall not be permitted or maintained on any premises;premises.
- 5. PSwimming pools proposed to be located inbe in a front or side yard area shall require the review and approval of the Board of Appeals;Appeals.
- 6. Swimming Pools (Residential) shall be subject to the rules and regulations of Article 2, Supplemental and Accessory Use Standards.

*Maximum of 400 square feet. Accessory structures are prohibited in the front yards. Utilities shall be underground.

A. Purpose

* 400 square feet maximum. Accessory structures are prohibited in the front yards. Utilities shall be underground.

Sec. 10-42. RS-60 Single-Family Residential Districtesidential Occupancy Limitations

A. Overcrowding

1. Dwelling Units

Dwelling units shall not be occupied by more persons than permitted by area requirements set forthoutlined in the following table and elsewhere in this section:

Table of Minimum Area Requirements	
	Minimum Area (in square feet)

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Space	1—2 occupants	3—5 occupants	6+ occupants
Living room ¹	No Requirement	120	150
Dining room ¹	No Requirement	80	100
Kitchen	50	50	60
Bedrooms	See subsection (b) of this section, sleeping areas.		

¹Living room and dining room spaces may be combined if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living/dining room.

2. Sleeping Areas

a. Area for Sleeping Purposes

Every person occupying a dwelling unit shall have a sleeping area of no less than 80 square feet of floor area.

b. Prohibited Occupancy.

Kitchens, dining rooms, living rooms, bathrooms, hallways, unfinished basements, garages, and non-heated spaces shall not be used for sleeping purposes and may not be used in the calculation of required sleeping space. Furthermore, partial spaces in separate rooms may not be combined to arrive at the required 80 square feet of floor area per occupant.

3. Efficiency Units

An efficiency unit is permissible if it meets the following requirements:

- a. The unit shall be provided with a kitchen area to include a sink, cooking appliance, and refrigeration unit each with at least 30 inches of front clearance.
- b. The unit shall include a separate bathroom containing a toilet, sink, and bathtub or shower.
- c. The unit shall have no more than three occupants.
- d. The unit shall have a floor area of 220 square feet for up to 2 occupants and 320 feet for three occupants. These required floor

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areas are exclusive of the required kitchen and bathroom spaces listed above;above.

4. Short-Term Occupancy

This section shall not apply to short-term occupancy not lasting longer than one week. However, the week limitation may be extended at the discretion of the Director of Planning and Development in cases of displacement due to natural or man-made disasters.

Sec. 10-43. Vacant, Foreclosed, and Delinquent Property

A. Registration required

1. The owner of any vacant, foreclosed, or delinquent real property shall maintain an agent for said property in the State of Georgia and shall register the property and the name of the agent with the Director within 14 days of the property becoming vacant, foreclosed, or delinquent.
2. The registration shall utilize a copy of the form developed by the Georgia Department of Community Affairs, as may be amended. Generally, this form shall include the following information:
 - a. The real property owner's name, street address, mailing address, phone number, facsimile number, and e-mail address.
 - b. The agent's name, street address, mailing address, phone number, facsimile number, and e-mail address.
 - c. The real property's street address and tax parcel number.
 - d. The transfer date of the instrument conveying the real property to the owner and the recording information, including deed book and page numbers, at such time as the recording information becomes available, of said instrument.
3. If the property is acquired by foreclosure under the power of sale or through a deed in lieu of foreclosure, the owner may file a copy of the deed transferring ownership of the property in lieu of submitting a registration of the required form in the following circumstances:
4. The deed contains the information specified in Subsection (2) of this Section.
 - a. The deed is filed with the Clerk of the Superior Court within sixty (60) days of the transfer.

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b. The filing date stamp or a receipt showing payment of the required filing fee with the Superior Court is provided along with a copy of the entire deed.

c. A filing in this manner shall be exempt from the registration fee required in Subsection (5) of this Section.

d. All information required in Subsection (2) or (3) of this Section shall be kept up to date, and therefore, any change to that information shall be updated through a revised filing with the Director within 30 days of the change in such information.

5. At the time of registration under this article, the owner shall pay an administrative fee as may be established from time to time.

6. The submitter required by this article shall submit the information in such time as the Director develops and the electronic form and the information shall be submitted to the Director within the time specified in the form.

7. Except for the forms created by the Georgia Department of Community Affairs, the Director shall create the forms necessary to carry out the provisions of this article. The owner shall be required to utilize the forms created by the Director.

B. Removal from Registry

The owner of a property may apply to have the property removed from registration by providing an application and proof that the property is occupied and that all pertinent utility accounts have been established and are being utilized. The City shall either grant or deny the application for removal from the registration list within thirty (30) days of the date of receipt of the application by the City. If no action is taken by the City within thirty (30) days, the application shall be deemed granted.

C. Penalties

Any person found to have violated any provision of this article shall be punished by a fine not to exceed \$1,000.00.

D. The appeal of the decision of the Director of the Planning and Development Department

1. Any decision of the Director required by this article shall be subject to appeal and review by the Municipal Court of the City of Lawrenceville.

2. Any decision required to be made by the Director by this Property Maintenance Ordinance article shall be in writing, and a copy shall be provided to the owner of the property.

3. Any appeal taken under this article shall be in writing and shall be filed within 30 days of the decision in question with the Clerk of Court of the Municipal Court of the City of Lawrenceville.

4. Upon receipt of the written appeal, the Clerk of Court shall notify the Director of the appeal, and the Director shall, within ten days, transmit all papers constituting the record to the Clerk of Court. The Clerk of Court shall schedule a hearing on the appeal.

5. The Municipal Court's review shall be limited to determining whether the decision of the Director constitutes an abuse of its discretion in its application and enforcement of this Property Maintenance Ordinance article.

Sec. 10-44. Enforcement, Unlawful Acts, Notice of Violation, and Emergency Nuisances Procedure

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A. Complaints Regarding Violations

Whenever a violation of this Ordinance occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, fully stating the causes and basis thereof, shall be filed with the Department of Planning and Development. The Director shall properly record such complaint, immediately investigate, and take action thereon as provided by this Ordinance.

B. Enforcement

The Director of the Department of Planning and Development Department or their designee shall enforce this Ordinance.

C. Unlawful Acts

1. It shall be unlawful for a person, firm, or corporation to be in conflict with, or in violation of, this Ordinance, including violations of conditions and safeguards established in connection with grants of Variances, Special Use Permits, Rezoning, and Change In Conditions. Grandfathered, legal, non-conforming uses shall be permitted to continue under the rules and regulations of this Zoning Ordinance.

2. The owner and tenant of any building, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other

person or people who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

D. Notice of Violation

1. Enforcement shall begin with a written notice of violation provided to the owner and/or occupant. The notice may be delivered personally or sent by first class mail. The notice shall be served at the officer's discretion, and contain a deadline of not less than one day or more than twenty days for compliance. The deadline for compliance may be modified by the Director for good cause shown on a case by case basis.
2. If the violation continues past the deadline, the Director shall issue a summons, citation or accusation charging the person or persons, firm, corporation, or agent with a violation of this Ordinance or the City shall institute legal proceedings charging the person or persons, firm, corporation, or agent with a violation of this Ordinance. If a summons, citation or accusation is issued requiring the alleged violator(s) to appear in Municipal Court, the summons, citation or accusation shall be conspicuously posted on the property that is the subject matter of the alleged violation and a copy shall be served in the following manner:
 - a. If each owner and party in interest is a resident of the county, service shall be either personal or by statutory overnight delivery, return receipt requested; shall occur at least fourteen (14) days ~~prior~~ ~~to~~ before the date of the hearing; and a return of service, filed with the Clerk of Court, shall be deemed sufficient proof that the summons, citation or accusation was served;
 - b. If any owner or party in interest is a resident of this state but resides outside of the county, service shall occur by certified mail or statutory overnight delivery, return receipt requested, to the most recent address shown in county tax records and mailed at least fourteen (14) days ~~prior~~ ~~to~~ before the date of the hearing;
 - c. Nonresidents of this state, whose mailing address is known, shall be served by certified mail or statutory overnight delivery, return receipt requested, and mailed at least fourteen (14) days ~~prior~~ ~~to~~ before the date of the hearing. For nonresidents whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which the sheriff's

advertisements appear in the such county once a week for two consecutive weeks prior to before the hearing;

E. Powers of the Court

The Municipal Court shall have the power and authority to order the violation corrected in compliance with this Ordinance and the court may require payment of restitution or impose other punishment allowed by law;

F. Penalties

Any person convicted by the Municipal Court of violating any provision of this Ordinance shall be guilty of violating a duly adopted ordinance of the City and shall be punished by a fine not to exceed One Thousand Dollars (plus applicable fees and surcharges), impose community service work, or by a sentence of imprisonment not to exceed six months. Each day that a violation continues after due notice has been served shall be deemed a separate offense;

G. Lien Imposition

If, after thirty (30) days from the date of the Municipal Court-imposed fine, any person or entity has not paid said fine in full, the City of Lawrenceville shall have the authority to file a lien on the property in violation for the amount of the imposed fine and shall record it with the Gwinnett County Clerk's Office;

H. Other Legal Remedies

1. In any case, in which a violation of this Ordinance has occurred, the City, in addition to other remedies provided by law, may petition for a restraining order, injunction, abatement, or take any other appropriate legal action or proceeding through the Municipal Court to prevent, restrain, or abate such unlawful use or activity;
2. Where a determination is made that the property is in violation of the Property Maintenance Ordinance, and any other Ordinances and laws enforced by the City of Lawrenceville, and all reasonable efforts and means to obtain compliance having been exhausted or it is in the best interest of the City and/or its citizens, the City of Lawrenceville is authorized to effect such compliance at public expense. The cost of effectuating compliance shall constitute a lien upon the property and said lien shall be recorded by the City of Lawrenceville with the Gwinnett County Clerk's Office;

Sec. 10-45. Severability

Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid;

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Sec. 10-46. Repeal of Conflicting Ordinances

All Ordinances or parts of Ordinances in conflict with this Ordinance herewith are repealed;

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Sec. 10-47. Effective Date

This Ordinance shall take effect and be in force from and after the adoption of this Ordinance through Ordinance by City Council.

Sec. 10-48. Definitions

A. Definitions

Terms not defined in this section shall have their meaning as defined in the Zoning Ordinance, and the Development Regulations, or in the absence of such definition, terms shall have their common dictionary definition. Whenever the terms "dwelling unit," "premises," "building," "rooming house," "rooming unit," or "story" are stated in this Article, they shall be construed as though they were followed by the term "or any part thereof." The following definitions shall apply in the interpretation and enforcement of this chapter:

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1. AGENT

An individual with a place of business in this State at which he is authorized to accept inquiries, notices, and service of process on behalf of a vacant, foreclosed, or delinquent real property owner.

2. BARRIER

A permanent fence, wall, building wall, or combination thereof that surrounds the pool or spa and obstructs access to the pool or spa. The term "permanent" shall mean not being able to be removed, lifted, or relocated without the use of a tool.

3. BATHROOM

A room containing plumbing fixtures, including a bathtub or shower.

4. BEDROOM

Any room or space used or intended to be used for sleeping purposes.

5. CLOSING

Causing a property to be vacated and secured against unauthorized entry.

6. DELINQUENT REAL PROPERTY

Any improved or unimproved real property on which there have been repeated violations of this Code that remain uncorrected for at least 90 days.

7. DIRECTOR

The Director of the City of Lawrenceville Planning and Development Department or their designated representative.

8. DRUG CRIME

An act which is a violation of O.C.G.A. Title 16, Chapter 13, Article 2, known as the Georgia Controlled Substances Act.

9. DWELLING UNIT

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

10. EXTERIOR PROPERTY

The open space on the premises and on adjoining property under the control of owners or operators of such premises.

11. FLOOR AREA

The area of a given room as measured from wall face to wall face, or in the case where an obstruction (cabinet, appliance, etc.), the face of that obstruction.

12. FORECLOSED REAL PROPERTY

An improved or unimproved real property for which a land-disturbance permit has been issued and is held pursuant to a judicial or non-judicial foreclosure of a mortgage, deed of trust, security deed, deed to secure debt, or other security

instrument securing debt or obligation owed to a creditor or a deed in lieu of foreclosure in full or partial satisfaction of a debt or obligation owed to a creditor.

13. GARBAGE

The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

14. GRAFFITI

Any inscriptions, words, figures, paintings, or other defacements that are written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of real property or improvements thereon without prior authorization of the owner or occupant of the property by means of any aerosol paint container, broad-tipped marker, gum label, paint stick, graffiti stick, etching equipment, brush, or other device capable of scarring or leaving a visible mark on any surface.

15. HABITABLE SPACE

Any space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

16. HARD SURFACE

A surface made of solid, impermeable material that significantly impedes or prevents the natural infiltration of water into the soil such as asphalt, concrete, or similar impervious surface.

17. INTER-CONNECTION AGREEMENT

The interconnection and parallel operations of small-distributed generation equipment or facilities of 10kW or less, which includes solar panel systems and generators proposed for connection to the local utility power grid.

18. INTERESTED PARTY

The property owner, those parties having an interest in the property as revealed by a certification of title to the property conducted in accordance with the Title Standards of the State Bar of Georgia, those parties having filed a notice in accordance with O.C.G.A. § 48-3-9, and any other party having an interest in the property whose identity and

address are reasonably ascertainable from the records of the petitioner or records maintained in the County Courthouse or by the Clerk of the Court. The term "interested parties" shall not include the holder of the benefit or burden of any easement or right-of-way whose interest is properly recorded which interest shall remain unaffected; and persons in possession of said property and premises.

JUNK VEHICLE AND VESSEL

Any vehicle or vessel of any kind or type, or contrivance or part thereof which is abandoned, disassembled, discarded, dismantled, inoperative, junked, stripped, wrecked, or incapable of being legally operated on a public right-of-way due to flat or removed tires, missing or inoperative parts, or other defects including lack of a valid license or registration, which are stored outside of a building, carport, garage or similar structure for at least twenty (20) days.

ny vehicle, automobile, truck, van, trailer of any or type, or contrivance or part thereof which is wrecked, dismantled, partially dismantled, stripped, partially stripped, inoperative, abandoned, discarded, or kept parked, stored or maintained on any premises or public right-of-way without a current license plate and/or decal displayed on the vehicle.

The act of keeping property, structures, or vegetation in a proper condition so as to prevent their decline, failure, or uncontrolled growth.

21. OCCUPANT

Any individual living or sleeping in a building or utilizing the space within a building.

22. OPERATOR

Any person who has charge, care, or control of a structure or premises which is let or offered for occupancy.

The storage, outside of a fully enclosed lawful structure, of items or objects of attention, concern, or interest. (-i.e., belongings, equipment, materials, merchandise, objects, supplies, stuff, things, equipment, materials, supplies, merchandise, vehicles, vending machines, vessels, or similar items; items).

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24. OWNER

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State of Georgia or Gwinnett County as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

25. PARKING PAD

An extension of the required driveway constructed of material consistent with the definition of a Hard Surface.

26. PASSENGER CAR, SUV, TRUCK OR VAN

Every motor vehicle, except an all-terrain, bus, commercial, former military motor vehicle, fully autonomous vehicle, limousine, low-speed vehicle, motor-driven cycle, multipurpose off-highway vehicle, personal vehicle, pole trailer, cycle, recreational off-highway vehicle, semitrailer, special mobile unit, taxicab, tractor, trailer, truck, truck tractor or wrecker and, designed for carrying ten passengers or less and used for the transportation of persons.

27. PLANT TRIMMINGS

Plant trimmings generated from the maintenance or alteration of public, commercial, industrial, and office institutional premises or multifamily and single-family residential premises landscapes, including, without limitation, grass cuttings, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

28. PREMISES

A lot, ~~plot~~plot, or parcel of land, including any structures thereon.

29. PUBLIC AUTHORITY

Any member of a governing authority, any housing authority officer, or any officer who ~~is in charge of~~oversees any department or branch of the government of the Municipality, County, or State relating to health, fire, or building regulations or ~~to~~other activities concerning dwellings, buildings, or structures in the County or Municipality.

30. PUBLIC OFFICER

Any person listed in Section 1306.B. This Property Maintenance Ordinance shall be enforced by the Director of the Department of Planning and Development Department, or by the Director's duly authorized representative.

31. REPAIR

Altering or improving a property so as to bring any dwelling, building, or structure into compliance with the applicable codes in the jurisdiction where the property is located and/or the cleaning or removal of debris, trash, and other materials present and accumulated which create unsanitary and unsafe conditions which are an endangerment to the public health or safety in or about any property.

32. RUBBISH/TRASH

Combustible and noncombustible waste materials, except garbage, including paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches or trunks, yard trimmings, tin, cans, metals, bricks, lumber, concrete, mineral matter, glass, crockery, and including the residue from the burning of wood, coal, coke or other combustible material.

33. STREET ADDRESS

The street or route address and does not mean or include a post office box.

34. TOILET ROOM

A room containing a water closet or urinal but not a bathtub or shower.

35. VACANT REAL PROPERTY

A. The term "vacant real property" means real property that:

- i. Is intended for habitation; has not been lawfully inhabited for at least 60 days, and has no evidence of utility usage within the past 60 days; days: or
- ii. Is partially constructed or incomplete, without a valid building permit.

B. The term "vacant real property" does not include a building or structure containing multiple units with common ownership that has at least one unit occupied with evidence of utility usage.

36. VEHICLE

Any vehicle propelled by its own motor and operating on ordinary roads. As used herein, the term includes passenger cars, motorcycles, motorized bicycles, motor scooters, SUVs, trucks, vans and the like. For purposes of this part, classes of automobiles may be separately controlled or regulated (as for example passenger cars, SUVs, trucks and vans).

a. ALL-TERRAIN VEHICLE

Any motorized vehicle originally manufactured for off-highway use which is equipped with three or more non-highway tires is 80 inches or less in width with a dry weight of 2,500 pounds or less and is designed for or capable of cross-country travel on or immediately over land, water, snow, ice, marsh, swampland, or other natural terrain.

b. BATTERY ELECTRIC VEHICLE (BEV)

Any motor vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's battery and produces zero tailpipe emissions or pollution when stationary or operating.

c. BUS

Any motor vehicle designed for carrying more than ten passengers and used for the transportation of persons and every motor vehicle, other than a taxicab, designed and used for the transportation of persons for compensation.

d. COMMERCIAL

Any self-propelled or towed motor vehicle used on a highway in intrastate and interstate commerce to transport passengers or property when the vehicle:

- i. Has a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 4,536 kg (10,001 lbs.) or more.
- ii. Is designed or used to transport more than eight passengers, including the driver, for compensation.

iii. Is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation: or

iv. Is used to transport material determined to be hazardous by the secretary of the United States Department of Transportation under 49 U.S.C. Section 5103 and transported in a quantity that requires placards under regulations prescribed under 49 C.F.R., Subtitle B, Chapter I, Subchapter C.

e. ELECTRIC VEHICLE

Any motor vehicle that is licensed and registered to operate on public and private highways, roads, and streets, and operates either partially or exclusively on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. Electric vehicle includes battery electric vehicles and plug-in hybrid electric vehicles.

f. FORMER MILITARY MOTOR VEHICLE

A motor vehicle that operates on the ground, including a trailer, that was manufactured for use in any country's military forces and is maintained to represent its military design, regardless of the vehicle's size, weight, or year of manufacture. Such term shall not include motor vehicles armed for combat or vehicles owned or operated by this state, the United States, or any foreign government.

g. FULLY AUTONOMOUS VEHICLE

A motor vehicle equipped with an automated driving system that can perform all aspects of the dynamic driving task without a human driver within a limited or unlimited operational design domain and will not at any time request that a driver assume any portion of the dynamic driving task when the automated driving system is operating within its operational design domain.

h. GOLF CAR/CART

Any motorized vehicle designed for the purpose and exclusive use of conveying one or more persons and equipment to play the game of golf in an area designated as a golf course. For such a vehicle to be considered a golf car or golf cart, its average speed shall be less than 15 miles per hour (24 kilometers per hour) on a level road surface with

a 0.5% grade (0.3 degrees) comprising a straight course composed of a concrete or asphalt surface that is dry and free from loose material or surface contamination with a minimum coefficient of friction of 0.8 between tire and surface.

i. LIMOUSINE

Any motor vehicle that meets the manufacturer's specifications for a luxury limousine with a designed seating capacity for no more than ten passengers and with a minimum of five seats located behind the operator of the vehicle, and which does not have a door at the rear of the vehicle designed to allow passenger entry or exit; further, no vehicle shall be permitted to be operated both as a taxicab and a limousine.

j. PASSENGER CAR, SUV, TRUCK OR VAN

Every motor vehicle, except an all-terrain, bus, commercial, former military motor vehicle, fully autonomous vehicle, limousine, low-speed vehicles, motor driven cycles, multipurpose off-highway vehicles, personal transportation vehicles pole trailer cycles, recreational off-highway vehicle, semitrailer, special mobile unit, taxicab, tractor, trailer, truck, truck tractor or wrecker and, designed for carrying ten passengers or less and used for the transportation of persons.

k. PERSONAL TRANSPORTATION VEHICLE (PTV)

Any motor vehicle having no fewer than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour if such vehicle was authorized to operate on local roads by a local authority prior to January 1, 2012. Such vehicles may also be referred to as "motorized carts" in such local ordinances; and any motor vehicle: With a minimum of four wheels; Capable of a maximum level ground speed of less than 20 miles per hour; With a maximum gross vehicle unladen or empty weight of 1,375 pounds; and Capable of transporting not more than eight persons.

The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs, and scooters, that can be used indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multipurpose off-highway vehicle.

l. PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV)

An electric vehicle that (1) contains an internal combustion engine and allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source; (3) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and (4) has the ability to travel powered by electricity.

m. POLE TRAILER

Any vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle utilizing a reach or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly shaped loads such as poles, pipes, or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

n. RECREATIONAL

Any vehicle designed for recreational use (i.e., camping, caravan, motor home, recreational vehicle, trailer, etc.)

o. RECREATIONAL OFF-HIGHWAY VEHICLE

Any motorized vehicle designed for off-road use which is equipped with four or more non-highway tires, and which is 65 inches or less in width.

p. RECREATIONAL VEHICLE

A vehicle which is:

- i. Built on a single chassis.
- ii. 400 square feet or less when measured at the largest horizontal projection.
- iii. Designed to be self-propelled or permanently towable by light-duty truck.
- iv. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

q. SEMITRAILER

Any vehicle with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

r. SPECIAL MOBILE EQUIPMENT

Any vehicle not designed or used primarily for the transportation of persons or property and only incidentally operated or moved over a highway, including but not limited to: ditch-digging apparatus, well-boring apparatus, and road construction and maintenance types of machinery such as asphalt spreaders, bituminous mixers, bucket loaders, tractors other than truck tractors, ditchers, leveling graders, finishing machines, motor graders, road rollers, scarifiers, earth-moving carryalls and scrapers, power shovels and draglines, and self-propelled cranes and earth-moving equipment. The term does not include house trailers, dump trucks, truck-mounted transit mixers, cranes or shovels, or other vehicles designed for the transportation of persons or property to which machinery has been attached.

s. TAXICAB

Any motor vehicle for hire which conveys passengers between locations of their choice and is a mode of public transportation for a single passenger or small group for a fee. Such term shall also mean taxi or cab, but not a bus or school bus, limousine, passenger car, or commercial motor vehicle.

t. TRACTOR

Any self-propelled vehicle designed for use as a traveling power plant or for drawing other vehicles but having no provision for carrying loads independently.

u. TRAILER

Any vehicle with or without motive power, other than a pole trailer, designed for carrying property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

v. TRUCK

Any motor vehicle designed, used, or maintained primarily for the transportation of property.

w. TRUCK TRACTOR

Any motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

x. WRECKER

Any vehicle designed, equipped, or used to tow or carry other motor vehicles utilizing a hoist, crane, sling, lift, or roll-back or slide back platform, by a mechanism of a like or similar character, or by any combination thereof, and the terms "tow truck" and "wrecker" are synonymous.

37.VEHICLE GROSS WEIGHT

The weight of a vehicle without load plus the weight of any load thereon.

38.VESSEL

A watercraft, other than a seaplane on the water or a sailboard, used or capable of being used as a means of transportation on water and specifically includes, but is not limited to, inflatable rafts and homemade vessels.

a. HOMEMADE

Any vessel that is built by an individual for personal use from raw materials that does not require the assignment of a federal hull identification number by a manufacturer according to federal law. A person furnishing raw materials under a contract may be considered the builder of a homemade vessel. Antique boats, boats reconstructed from existing boat hulls, and rebuilt or reconstructed vessels are not considered homemade vessels.

b. MECHANICALLY PROPELLED

Any vessel propelled by machinery using a volatile liquid for fuel.

c. NONMOTORIZED

Any vessel, other than a sailboat which has no motor attached in a manner to make it readily available for operation.

d. POWERBOAT

Any boat, vessel, or water-going craft which is propelled by mechanical rather than manual means whether or not such a propulsion device forms an integral part of the structure thereof.

e. RECREATIONAL

Any vessel designed for recreational use (i.e. boating, canoeing, fishing, kayaking, rafting, trailer, etc.)

f. WATERCRAFT

A vessel for transport by water constructed to provide buoyancy by excluding water and shaped to give stability and permit propulsion. This definition includes but is not limited to watercraft both mounted and not mounted, as well as boats, air boats, jet skis, wave runners, Sea Doo, and the like.

38.WEEDS

All rank vegetative growth, including, but not limited to, kudzu, poison ivy, jimsonweed, burdock, ragweed, thistle, cocklebur, dandelion, plants of obnoxious odors, other similar unsightly vegetative growths, and any invasive exotic plant species. The term "weeds" shall not include cultivated flowers, fruits and vegetables, and gardens.

39.WOODED LOT

A lot or portion of left in its natural state. A wooded lot is not meant to be manicured and usually devoid of grass.

40.YARD TRIMMINGS

All leaves, brush, grass, clippings, shrub and tree pruning's, discarded Christmas trees, and vegetative matter resulting from landscaping or maintenance activities.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION FEBRUARY 15, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

Item: Discussion of Ordinance Amendment to Chapter 4 – Alcoholic Beverages

Department: City Council

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact:

Presented By: Frank Hartley, City Attorney

Action Requested: Consider an amendment to Chapter 4 – Alcoholic Beverages

Summary:

Attachments/Exhibits:

Draft Ordinance

Sec. 4-75. Distance requirements.

- (a) For the purposes of this section, distance shall be measured by the most direct route of travel on the ground in a straight line from the front door of the structure from which alcoholic beverages are sold or offered for sale, to the front door of the building of a church, government owned treatment center, housing authority property, or to the nearest property line of the real property being used for school or educational purposes.
- (b) Within the boundaries of the Downtown Entertainment District, no license permitting the retail sale (package) of malt beverages or wine or both shall be issued for any proposed location which is:
- (1) Within a distance of 100 yards of any school building, educational building, school grounds or college campus; or
 - (2) Within a distance of 100 yards of an alcoholic treatment center owned by the state or any county or municipal government.
- ~~(c) Within the boundaries of the Downtown Entertainment District, no license permitting the retail sale of alcoholic beverages for consumption on the premises shall be issued for any proposed location which is within a distance of 100 yards of any housing authority property.~~
- (d) Outside the boundaries of the Entertainment District, no license permitting the retail sale (package) of alcoholic beverages shall be issued for any proposed location which is:
- (1) Within a distance of 100 yards of any private residence unless such residence is located in a commercially zoned (BN, BG, HSB) district;
 - (2) Within a distance of 100 yards of any church building;
 - (3) Within a distance of 100 yards of any public library or branch thereof;
 - (4) Within a distance of 100 yards of a public park;
 - (5) Within a distance of 200 yards of any school building, educational building, school grounds or college campus; or
 - (6) Within a distance of 100 yards of an alcoholic treatment center owned by the state or any county or municipal government.
- ~~(e) Within the boundaries of the Downtown Entertainment District, no license permitting the retail sale of alcoholic beverages for consumption on the premises shall be issued for any proposed location which is within a distance of 100 yards of any housing authority property.~~
- ~~(f) Outside the boundaries of the Downtown Entertainment District, no license permitting the retail sale of alcoholic beverages for consumption on the premises shall be issued for any proposed location which is:~~
- ~~(1) Within a distance of 100 yards of any church building;~~
 - ~~(2) Within a distance of 200 yards of any school building, educational building, school grounds, or college campus; or~~
 - ~~(3) Within a distance of 100 yards of any housing authority property.~~
- (fe) As used in this chapter, the Downtown Entertainment District shall mean the boundaries/area established by a map adopted by resolution of the City Council and a copy of said map shall be maintained in the office of the City Clerk. If no such resolution and map has been adopted or if such resolution and map are repealed, there shall be no area in the City known as the Downtown Entertainment District.

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(~~ef~~) As used in this section, the term "school building" or "educational building" shall apply only to State, County, City, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this State and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b).

(~~hg~~) As used in this section, the term "church building" shall mean the main structure used by any religious organization for the purpose of worship.

~~(Code 2005, § 34-175; Ord. No. 2018-28, § 2, 11-5-2018)~~



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 15, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	On-Demand Annual Streets and Stormwater Maintenance Contract
Department:	Engineering
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	\$1,000,000.00
Presented By:	Jim Wright, City Engineer
Action Requested:	Award On-Demand Annual Streets and Stormwater Maintenance Contract to low responsive bidders, The Dickerson Group, Inc. and A&S Paving, Inc. in the amount of \$1,000,000.00.

Summary: This is an on-demand contract for concrete repair/maintenance work, removal & replacement of concrete structures, curbs, and gutters, catch basins, spillways, brick paving, sidewalks, and driveways. It will also be used for the removal & replacement of existing storm drain pipes and stormwater structures, including asphalt patchwork. This contract will be used on an as-needed basis. The contractors will supply all labor, materials, and equipment necessary to perform the various jobs.

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

Attachments/Exhibits:
Bid Tabulation

SB013-23
On-Demand Annual Streets and Stormwater Maintenance Contract
Engineering

				A & S Paving		DAF Concrete, Inc.		Metals & Materials Engineers		Peach State Construction Co, LLC		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$5,000.00	\$5,000.00	N/R	N/R	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
2	Demo Exis. Concrete Curb & Gutter	400	LF	\$32.00	\$12,800.00	N/R	N/R	\$15.00	\$6,000.00	\$35.00	\$14,000.00	\$12.00	\$4,800.00
3	Demo Exis. Concrete Sidewalk Incl. H/Cap Ramps & Bricks.	300	SY	\$52.00	\$15,600.00	N/R	N/R	\$22.00	\$6,600.00	\$40.00	\$12,000.00	\$30.00	\$9,000.00
4	Demo Exis. Concrete Driveways	300	SY	\$52.00	\$15,600.00	N/R	N/R	\$30.00	\$9,000.00	\$40.00	\$12,000.00	\$30.00	\$9,000.00
5	Demo Exis. Concrete Catch Basin Top & Throat	20	EA	\$500.00	\$10,000.00	N/R	N/R	\$550.00	\$11,000.00	\$1,000.00	\$20,000.00	\$1,500.00	\$30,000.00
6	Remove & Replace Exis. Pedestal, Mh, Jb, & Cb Tops	20	EA	\$2,800.00	\$56,000.00	N/R	N/R	\$1,500.00	\$30,000.00	\$2,750.00	\$55,000.00	\$500.00	\$10,000.00
7	Ditch/ Stream Cleanout – Remove Debris Loose Material, Silt, And Vegetation At Culverts & Storm Drain Structures And Hall Off Unsuitable Soil To Ensure Positive Drainage.	100	CY	\$225.00	\$22,500.00	N/R	N/R	\$330.00	\$33,000.00	\$400.00	\$40,000.00	\$50.00	\$5,000.00
8	Demo Exis. Pipe (All Types, Up To 30") Include Backfill	50	LF	\$295.00	\$14,750.00	N/R	N/R	\$15.00	\$750.00	\$75.00	\$3,750.00	\$20.00	\$1,000.00
9	Demo Exis. Pipe (All Types, From 30" Up To 60") Include Backfill	50	LF	\$395.00	\$19,750.00	N/R	N/R	\$55.00	\$2,750.00	\$100.00	\$5,000.00	\$20.00	\$1,000.00
10	Construct Complete New - All Included - Sidewalk With Bricks Pavers - W/ Broom Finish, Min. 3,000 Psi	500	SY	\$325.00	\$162,500.00	N/R	N/R	\$195.00	\$97,500.00	\$80.00	\$40,000.00	\$75.00	\$37,500.00
11	Construct Complete New - All Included - Sidewalkwith No Bricks Pavers - W/ Broom Finish, Min. 3,000 Psi	500	SY	\$175.00	\$87,500.00	N/R	N/R	\$265.00	\$132,500.00	\$55.00	\$27,500.00	\$55.00	\$27,500.00
12	Construct Complete New - All Included ADA Ramp	100	SY	\$1,125.00	\$112,500.00	N/R	N/R	\$270.00	\$27,000.00	\$100.00	\$10,000.00	\$180.00	\$18,000.00
13	Construct Complete New - All Included - Con., Curb & Gutter. 6 In X 24 In, Including GAB & Excavation	500	LF	\$85.00	\$42,500.00	N/R	N/R	\$120.00	\$60,000.00	\$50.00	\$25,000.00	\$25.00	\$12,500.00
14	Construct Complete New - All Included - Con., Curb & Gutter. 6 In X 30 In, Including GAB & Excavation	500	LF	\$85.00	\$42,500.00	N/R	N/R	\$125.00	\$62,500.00	\$65.00	\$32,500.00	\$25.00	\$12,500.00
15	Construct Complete New - All Included - Concrete Driveway Apron, 6" Thick - W/ 6x6 Wwf & GAB Including Excavation)	500	SY	\$120.00	\$60,000.00	N/R	N/R	\$265.00	\$132,500.00	\$75.00	\$37,500.00	\$95.00	\$47,500.00
16	Install Complete Class "B" Concrete	50	CY	\$425.00	\$21,250.00	N/R	N/R	\$330.00	\$16,500.00	\$350.00	\$17,500.00	\$400.00	\$20,000.00
17	Install Complete Flowable Fill	25	CY	\$275.00	\$6,875.00	N/R	N/R	\$280.00	\$7,000.00	\$400.00	\$10,000.00	\$400.00	\$10,000.00
18	Construct Complete All Included - Double Wing Catch Basin (Less Than 6' Depth)	30	EA	\$6,800.00	\$204,000.00	N/R	N/R	\$6,500.00	\$195,000.00	\$3,500.00	\$105,000.00	\$10,000.00	\$300,000.00

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19	Additional Depth –For Double Wing Catch Basin	1	LF	\$1,200.00	\$1,200.00	N/R	N/R	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
20	Construct Complete All Included - Single Wing Catch Basin (Less Than 6' Depth)	30	EA	\$6,800.00	\$204,000.00	N/R	N/R	\$5,000.00	\$150,000.00	\$3,500.00	\$105,000.00	\$10,000.00	\$300,000.00
21	Additional Depth For Single Wing Catch Basin	1	LF	\$1,200.00	\$1,200.00	N/R	N/R	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
22	Construct/Replace Complete Con. Tops For Catch Basins & Manholes & Junction Boxes	30	EA	\$2,000.00	\$60,000.00	N/R	N/R	\$2,000.00	\$60,000.00	\$2,750.00	\$82,500.00	\$3,500.00	\$105,000.00
23	Construct Complete All Included - Pedestal Inlet (Less Than 6' Depth)	15	EA	\$6,000.00	\$90,000.00	N/R	N/R	\$1,500.00	\$22,500.00	\$3,500.00	\$52,500.00	\$10,000.00	\$150,000.00
24	Additional Depth For Pedestal Inlet	1	LF	\$1,200.00	\$1,200.00	N/R	N/R	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
25	Construct Complete All Included - Hood & Frame Drop Inlet With Vine Grate (Less Than 6' Depth)	30	EA	\$6,000.00	\$180,000.00	N/R	N/R	\$1,500.00	\$45,000.00	\$3,750.00	\$112,500.00	\$10,000.00	\$300,000.00
26	Additional Depth For Hood & Frame Drop Inlet With Vine Grate	1	LF	\$1,200.00	\$1,200.00	N/R	N/R	\$150.00	\$150.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
27	Construct Complete All Included - Manhole (Less Than 6' Depth)	15	EA	\$6,000.00	\$90,000.00	N/R	N/R	\$5,000.00	\$75,000.00	\$3,500.00	\$52,500.00	\$10,000.00	\$150,000.00
28	Additional Depth For Manhole	1	LF	\$1,200.00	\$1,200.00	N/R	N/R	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
29	Construct Complete All Included - Doghouse Manhole (Less Than 6' Depth)	3	EA	\$6,000.00	\$18,000.00	N/R	N/R	\$6,000.00	\$18,000.00	\$4,500.00	\$13,500.00	\$8,500.00	\$25,500.00
30	Additional Depth For Doghouse Manhole	1	LF	\$1,200.00	\$1,200.00	N/R	N/R	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00
31	Construct Complete All Included – 18" Flared End Section	5	EA	\$10.00	\$50.00	N/R	N/R	\$4,500.00	\$22,500.00	\$2,500.00	\$12,500.00	\$1,700.00	\$8,500.00
32	Construct Complete All Included – 24" Flared End Section	5	EA	\$10.00	\$50.00	N/R	N/R	\$5,500.00	\$27,500.00	\$2,500.00	\$12,500.00	\$1,900.00	\$9,500.00
33	Construct Complete All Included – 30" Flared End Section	5	EA	\$10.00	\$50.00	N/R	N/R	\$6,500.00	\$32,500.00	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00
34	Construct Complete All Included – 36" Flared End Sec	5	EA	\$10.00	\$50.00	N/R	N/R	\$6,800.00	\$34,000.00	\$3,000.00	\$15,000.00	\$2,500.00	\$12,500.00
35	Construct Complete All Included – 42" Flared End Section	5	EA	\$10.00	\$50.00	N/R	N/R	\$7,500.00	\$37,500.00	\$3,000.00	\$15,000.00	\$3,200.00	\$16,000.00
36	Construct Complete All Included – 48" Flared End Section	5	EA	\$10.00	\$50.00	N/R	N/R	\$8,500.00	\$42,500.00	\$4,500.00	\$22,500.00	\$4,000.00	\$20,000.00
37	Construct Complete All Included - 18" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$1,500.00	\$22,500.00	\$2,500.00	\$37,500.00	\$1,800.00	\$27,000.00
38	Construct Complete All Included - 24" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$2,800.00	\$42,000.00	\$2,500.00	\$37,500.00	\$1,800.00	\$27,000.00
39	Construct Complete All Included - 30" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$4,200.00	\$63,000.00	\$2,500.00	\$37,500.00	\$1,800.00	\$27,000.00
40	Construct Complete All Included - 36" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$5,500.00	\$82,500.00	\$3,000.00	\$45,000.00	\$2,300.00	\$34,500.00
41	Construct Complete All Included - 42" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$6,800.00	\$102,000.00	\$3,000.00	\$45,000.00	\$2,500.00	\$37,500.00
42	Construct Complete All Included - 48" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$7,200.00	\$108,000.00	\$3,000.00	\$45,000.00	\$3,000.00	\$45,000.00
43	Construct Complete All Included - 54" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$7,200.00	\$108,000.00	\$4,500.00	\$67,500.00	\$3,900.00	\$58,500.00

44	Construct Complete All Included - 60" Precast Concrete Headwall	15	EA	\$10.00	\$150.00	N/R	N/R	\$8,500.00	\$127,500.00	\$4,500.00	\$67,500.00	\$5,000.00	\$75,000.00
45	Install Complete 5" Concrete Flume	150	SY	\$225.00	\$33,750.00	N/R	N/R	\$200.00	\$30,000.00	\$75.00	\$11,250.00	\$95.00	\$14,250.00
46	Install Temporary Silt Fence Type "C" All Included.	400	LF	\$4.00	\$1,600.00	N/R	N/R	\$12.00	\$4,800.00	\$6.00	\$2,400.00	\$4.50	\$1,800.00
47	Install On All Disturbed Areas Permanent Vegetation & Landscaping - Grassing- Sod (All Types) To Match Existing Including Agricultural Lime - Fertilizer Mixed Grade & Watering. All Included	200	SY	\$59.00	\$11,800.00	N/R	N/R	\$21.00	\$4,200.00	\$25.00	\$5,000.00	\$40.00	\$8,000.00
48	Install Temp. Inlet Protection At All Inlet Structures All Included.	4	EA	\$1,200.00	\$4,800.00	N/R	N/R	\$350.00	\$1,400.00	\$1,000.00	\$4,000.00	\$150.00	\$600.00
49	Stone Rip Rap Type I, Complete In Place (Including Filter Fabric)	500	TON	\$110.00	\$55,000.00	N/R	N/R	\$95.00	\$47,500.00	\$100.00	\$50,000.00	\$70.00	\$35,000.00
50	Stone Rip Rap Type Iii, Complete In Place (Including Filter Fabric)	500	TON	\$100.00	\$50,000.00	N/R	N/R	\$105.00	\$52,500.00	\$125.00	\$62,500.00	\$75.00	\$37,500.00
51	Install Complete In Place - Graded Aggregate Base Compacted (GAB) - 6" - 10" Thick All Included	100	TON	\$110.00	\$11,000.00	N/R	N/R	\$95.00	\$9,500.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00
52	Install All Included Complete - # 57 Stone In Place.	100	TON	\$75.00	\$7,500.00	N/R	N/R	\$98.00	\$9,800.00	\$60.00	\$6,000.00	\$75.00	\$7,500.00
53	Street Patching. Asphalt Saw Cuts & Patching (Min 6" GAB Compacted, Min. 3" 19 Mm Binder & Min. 2" 9.5 Mm Topping) Compaction Including & Tack	50	SY	\$210.00	\$10,500.00	N/R	N/R	\$295.00	\$14,750.00	\$250.00	\$12,500.00	\$210.00	\$10,500.00
54	Road Cut Repair (10" Concrete Cap With 1.5" Asphalt Patch 9.5 Mm Superpave)	50	SY	\$275.00	\$13,750.00	N/R	N/R	\$235.00	\$11,750.00	\$250.00	\$12,500.00	\$275.00	\$13,750.00
55	Remove And Replace Unsuitable Soil – All Included	40	CY	\$105.00	\$4,200.00	N/R	N/R	\$190.00	\$7,600.00	\$250.00	\$10,000.00	\$60.00	\$2,400.00
56	Install Complete 18" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$168.00	\$16,800.00	N/R	N/R	\$325.00	\$32,500.00	\$200.00	\$20,000.00	\$110.00	\$11,000.00
57	Additional Depth For 18" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$325.00	\$325.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
58	Install Complete 18" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$143.00	\$14,300.00	N/R	N/R	\$225.00	\$22,500.00	\$175.00	\$17,500.00	\$110.00	\$11,000.00
59	Additional Depth For 18" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$325.00	\$325.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00

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60	Install Complete 24" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$186.00	\$18,600.00	N/R	N/R	\$425.00	\$42,500.00	\$250.00	\$25,000.00	\$120.00	\$12,000.00
61	Additional Depth For 24" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$425.00	\$425.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
62	Install Complete 24" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$145.00	\$14,500.00	N/R	N/R	\$325.00	\$32,500.00	\$225.00	\$22,500.00	\$120.00	\$12,000.00
63	Additional Depth For 24" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$425.00	\$425.00	\$100.00	\$100.00	\$40.00	\$40.00
64	Install Complete 30" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$211.00	\$21,100.00	N/R	N/R	\$480.00	\$48,000.00	\$350.00	\$35,000.00	\$145.00	\$14,500.00
65	Additional Depth For 30" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$480.00	\$480.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
66	Install Complete 30" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$163.00	\$16,300.00	N/R	N/R	\$380.00	\$38,000.00	\$315.00	\$31,500.00	\$145.00	\$14,500.00
67	Additional Depth For 30" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$480.00	\$480.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
68	Install Complete 36" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$245.00	\$24,500.00	N/R	N/R	\$495.00	\$49,500.00	\$485.00	\$48,500.00	\$171.00	\$17,100.00
69	Additional Depth For 36" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$495.00	\$495.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
70	Install Complete 36" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$175.00	\$17,500.00	N/R	N/R	\$395.00	\$39,500.00	\$425.00	\$42,500.00	\$171.00	\$17,100.00
71	Additional Depth For 36" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$495.00	\$495.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
72	Install Complete 42" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$275.00	\$27,500.00	N/R	N/R	\$515.00	\$51,500.00	\$585.00	\$58,500.00	\$220.00	\$22,000.00
73	Additional Depth For 42" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$515.00	\$515.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00

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74	Install Complete 42" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$189.00	\$18,900.00	N/R	N/R	\$405.00	\$40,500.00	\$485.00	\$48,500.00	\$220.00	\$22,000.00
75	Additional Depth For 42" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$515.00	\$515.00	\$1,000.00	\$1,000.00	\$40.00	\$40.00
76	Install Complete 48" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$316.00	\$31,600.00	N/R	N/R	\$560.00	\$56,000.00	\$800.00	\$80,000.00	\$275.00	\$27,500.00
77	Additional Depth For 48" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$560.00	\$560.00	\$1,500.00	\$1,500.00	\$40.00	\$40.00
78	Install Complete 48" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$191.00	\$19,100.00	N/R	N/R	\$425.00	\$42,500.00	\$700.00	\$70,000.00	\$275.00	\$27,500.00
79	Additional Depth For 48" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$560.00	\$560.00	\$1,500.00	\$1,500.00	\$40.00	\$40.00
80	Install Complete 54" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$371.00	\$37,100.00	N/R	N/R	\$580.00	\$58,000.00	\$1,025.00	\$102,500.00	\$340.00	\$34,000.00
81	Additional Depth For 54" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$580.00	\$580.00	\$1,500.00	\$1,500.00	\$40.00	\$40.00
82	Install Complete 54" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$259.00	\$25,900.00	N/R	N/R	\$455.00	\$45,500.00	\$950.00	\$95,000.00	\$1.00	\$100.00
83	Additional Depth For 54" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$580.00	\$580.00	\$1,500.00	\$1,500.00	\$1.00	\$1.00
84	Install Complete 60" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$441.00	\$44,100.00	N/R	N/R	\$615.00	\$61,500.00	\$1,300.00	\$130,000.00	\$377.00	\$37,700.00
85	Additional Depth For 60" RCP Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$615.00	\$615.00	\$3,000.00	\$3,000.00	\$45.00	\$45.00
86	Install Complete 60" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins. (0' To 8' Deep)	100	LF	\$273.00	\$27,300.00	N/R	N/R	\$480.00	\$48,000.00	\$1,200.00	\$120,000.00	\$377.00	\$37,700.00
87	Additional Depth For 60" HDPE Pipe Incl. Stone Bedding, Stone Backfill Up To Spring Elevation, Shoring & Including All Tie-Ins.	1	LF	\$125.00	\$125.00	N/R	N/R	\$615.00	\$615.00	\$3,000.00	\$3,000.00	\$45.00	\$45.00
88	Remove/Relocate Road Sign, Incl. Mailboxes	25	EA	\$150.00	\$3,750.00	N/R	N/R	\$2,400.00	\$60,000.00	\$200.00	\$5,000.00	\$100.00	\$2,500.00
89	Adjust Hydrant To Grade	8	EA	\$1,200.00	\$9,600.00	N/R	N/R	\$2,500.00	\$20,000.00	\$6,250.00	\$50,000.00	\$1,575.00	\$12,600.00
90	Adjust Manhole Top, Frame And Cover To Grade With Concrete Collar (All Types)	8	EA	\$2,200.00	\$17,600.00	N/R	N/R	\$1,500.00	\$12,000.00	\$1,500.00	\$12,000.00	\$650.00	\$5,200.00
91	Relocate Exist Water Meter Incl. Box	8	EA	\$1,500.00	\$12,000.00	N/R	N/R	\$1,500.00	\$12,000.00	\$3,750.00	\$30,000.00	\$1,500.00	\$12,000.00

92	Relocate Exist Fire Hydrant	5	EA	\$2,500.00	\$12,500.00	N/R	N/R	\$4,500.00	\$22,500.00	\$5,000.00	\$25,000.00	\$3,500.00	\$17,500.00
93	Mobilization – Work Order (Engineer Estimate) Less Than \$5,000.00	1	EA	\$10,000.00	\$10,000.00	N/R	N/R	\$550.00	\$550.00	\$6,250.00	\$6,250.00	\$4,000.00	\$4,000.00
94	Mobilization – Work Order (Engineer Estimate) Over \$5,000.00 And Less Than \$10,000.00	1	EA	\$10,000.00	\$10,000.00	N/R	N/R	\$550.00	\$550.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
95	Mobilization – Work Order (Engineer Estimate) Over \$10,000.00 And Less Than \$20,000.00	1	EA	\$10,000.00	\$10,000.00	N/R	N/R	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
96	Mobilization – Work Order (Engineer Estimate) Over \$20,000.00 And Less Than \$50,000.00	1	EA	\$5,000.00	\$5,000.00	N/R	N/R	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
97	Mobilization – Work Order (Engineer Estimate) Over \$50,000.00	1	EA	\$5,000.00	\$5,000.00	N/R	N/R	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
98	Major Traffic Control – Total Per Project	1	LS	\$7,500.00	\$7,500.00	N/R	N/R	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
99	Minor Traffic Control – Total Per Project	1	LS	\$5,000.00	\$5,000.00	N/R	N/R	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
100	Stream By-pass pumping (all included) – 4” Pump	10	HR	\$75.00	\$750.00	N/R	N/R	\$180.00	\$1,800.00	\$750.00	\$7,500.00	\$65.00	\$650.00
TOTAL SECTION A				\$2,252,025.00		N/R		\$3,114,890.00		\$2,692,750.00		\$2,540,261.00	

Section B CCTV Storm Drain Pipe Inspections & Clean-Out													
				A & S Paving		DAF Concrete, Inc.		Metals & Materials Engineers		Peach State Construction Co, LLC		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Light Stormwater Pipe Cleaning ≥ 15” Dia Pipe Up To 28” Pipe Dia Pipe	100	LF	\$25.00	\$2,500.00	N/R	N/R	\$7.25	\$725.00	\$50.00	\$5,000.00	\$8.00	\$800.00
2	Light Stormwater Pipe Cleaning ≥ 30” Dia Pipe Up To 48” Pipe Dia Pipe	100	LF	\$25.00	\$2,500.00	N/R	N/R	\$15.25	\$1,525.00	\$50.00	\$5,000.00	\$8.00	\$800.00
3	Light Stormwater Pipe Cleaning ≥ 48” Dia Pipe Up To 60” Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	N/R	N/R	\$15.25	\$1,525.00	\$50.00	\$5,000.00	\$10.00	\$1,000.00
4	Heavy Stormwater Pipe Cleaning ≥ 15” Dia Pipe Up To 28” Pipe Dia Pipe	100	LF	\$100.00	\$10,000.00	N/R	N/R	\$15.25	\$1,525.00	\$75.00	\$7,500.00	\$15.00	\$1,500.00
5	Heavy Stormwater Pipe Cleaning ≥ 30” Dia Pipe Up To 48” Pipe Dia Pipe	100	LF	\$115.00	\$11,500.00	N/R	N/R	\$35.50	\$3,550.00	\$75.00	\$7,500.00	\$20.00	\$2,000.00
6	Heavy Stormwater Pipe Cleaning ≥ 48” Dia Pipe Up To 60” Pipe Dia Pipe	100	LF	\$130.00	\$13,000.00	N/R	N/R	\$42.50	\$4,250.00	\$75.00	\$7,500.00	\$25.00	\$2,500.00
7	Televised (CCTV) Inspections Of Existing Storm Drain Pipe Systems At Various Locations Throughout The City Of Lawrenceville Ga ≥ 15” Dia Pipe Up To 28” Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	N/R	N/R	\$9.00	\$900.00	\$30.00	\$3,000.00	\$3.00	\$300.00

BID TABULATION

8	Televised (CCTV) Inspections Of Existing Storm Drain Pipe Systems At Various Locations Throughout The City Of Lawrenceville Ga ≥ 30" Dia Pipe Up To 48" Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	N/R	N/R	\$11.00	\$1,100.00	\$30.00	\$3,000.00	\$4.00	\$400.00
9	Televised (CCTV) Inspections Of Existing Storm Drain Pipe Systems At Various Locations Throughout The City Of Lawrenceville Ga ≥ 48" Dia Pipe Up To 60" Pipe Dia Pipe	100	LF	\$30.00	\$3,000.00	N/R	N/R	\$13.00	\$1,300.00	\$30.00	\$3,000.00	\$5.00	\$500.00
10	Storm Drain Structure Inspection (All Types)	5	EA	\$750.00	\$3,750.00	N/R	N/R	\$750.00	\$3,750.00	\$300.00	\$1,500.00	\$750.00	\$3,750.00
11	Stormwater Inlet/Outlet Structure Cleaning	20	EA	\$1,200.00	\$24,000.00	N/R	N/R	\$1,400.00	\$28,000.00	\$850.00	\$17,000.00	\$500.00	\$10,000.00
TOTAL SECTION B				\$79,250.00		N/R		\$48,150.00		\$65,000.00		\$23,550.00	
TOTAL SECTIONS A & B				\$2,331,275.00		N/R		\$3,163,040.00		\$2,757,750.00		\$2,563,811.00	
Will vendor hold pricing firm? Renewal Option 1				10% increase				10% increase		8.5% increase		10% increase	
Will vendor hold pricing firm? Renewal Option 2				10% increase				10% increase		8.5% increase		10% increase	
Will vendor hold pricing firm? Renewal Option 3				10% increase				10% increase		8.5% increase		10% increase	
Will vendor hold pricing firm? Renewal Option 4				10% increase				15% increase		8.5% increase		10% increase	

Recommended Vendors:

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

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION FEBRUARY 15, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Approve ReCAST Year 2 Contract Addendum
Department:	Community Relations
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	\$0
Presented By:	Marcus Thorne, Program Manager
Action Requested:	Approve contract addendum for each of the ReCAST Sub-recipient partners, Families First, Georgia Center for Opportunity, and Impact46 upon review and approval of the City Attorney and authorize the City Manager to adjust contract allocations within his approved threshold limit.

Summary: Pending SAMHSA approval of both ReCAST Year 1 Carryover funds, as well as a requested budget adjustment in Year 2, ReCAST seeks authorization to increase the allocations of all the sub-recipient partners. ReCAST stands for Resiliency in Communities After Stress & Trauma and is a grant program awarded through the Substance Abuse & Mental Health Services Administration. The ReCAST mission: to connect and empower Lawrenceville youth and families to build a stronger community.

Approval of these addenda would also permit the City Manager to adjust contract allocations within his approved threshold limit.

Attachments:

ReCAST Year 2 Contract Addendum with Families First

ReCAST Year 2 Contract Addendum with Georgia Center for Opportunity

ReCAST Year 2 Contract Addendum with Impact46

ADDENDUM #1 TO THE 2022 AGREEMENT WITH FAMILIES FIRST FOR ReCAST LAWRENCEVILLE

This ADDENDUM # 1 is made to the AGREEMENT entered into on the 17th day of November 2022 between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia. This AGREEMENT was made to fulfill the deliverables of a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) 1H79SM084920-01. Said AGREEMENT did establish a strategic partnership with Families First to provide a specific scope of work to be accomplished. It is the desire of the City to amend the AGREEMENT to incorporate additional services and add additional funding.

Section 1 B, SCOPE OF SERVICES, is hereby amended to add the following services:

From ReCAST Year 2 Budget (and anticipated in subsequent award years, through 9/29/26):

- Certified Peer Specialist
- BHS Salary Adjustment

From ReCAST Year 1 Carryover (and only allocated for ReCAST Year 2, through 9/29/23):

- Tailed Liability Insurance
- BHS Space Preparation

Section 4, BUDGET, is hereby amended as follows:

The Local Government will pass through to the Subrecipient no more than \$410,550 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget will be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

Additionally, in accordance with local ordinance, the City Manager will be authorized to amend the contracts within the City of Lawrenceville's authorized threshold limit without Council approval. Above the authorized limit, approval of the Local Government must be sought.

Nothing contained herein shall change any other part of the AGREEMENT unless acknowledged in a written amendment approved and signed by both parties. The parties agree that the terms of this ADDENDUM #1 include the entire ADDENDUM #1 between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this ADDENDUM #1.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this ADDENDUM to be signed, sealed, and delivered this _____ day of December 2022.

Families First

Date Signed: _____ By: _____
Paula Moody, Chief Executive Officer

Attest: _____
Betsy Crane, Director of Continuous Quality Improvement

City of Lawrenceville, Georgia

Date Signed: _____ By: _____
David Still, Mayor

Attest: _____
Karen Pierce, City Clerk

Date Signed: _____ By: _____
Chuck Warbington, City Manager

Attest: _____
Karen Pierce, City Clerk

(AUTHORITY SEAL)

Approved as to Form:

Date Signed: _____ By: _____
City of Lawrenceville, Attorney

ADDENDUM #1 TO THE 2022 AGREEMENT WITH GEORGIA CENTER FOR OPPORTUNITY FOR ReCAST LAWRENCEVILLE

This ADDENDUM # 1 is made to the AGREEMENT entered into on the 8th day of December 2022 between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia. This AGREEMENT was made to fulfill the deliverables of a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) 1H79SM084920-01. Said AGREEMENT did establish a strategic partnership with Georgia Center for Opportunity to provide a specific scope of work to be accomplished. It is the desire of the City to amend the AGREEMENT to incorporate additional services and add additional funding.

Section 1 B, SCOPE OF SERVICES, is hereby amended to add the following services:

From ReCAST Year 1 Carryover (and only allocated for ReCAST Year 2, through 9/29/23):

- Program Coordinator

Section 4, BUDGET, is hereby amended as follows:

The Local Government will pass through to the Subrecipient no more than \$145,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget will be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

Additionally, in accordance with local ordinance, the City Manager will be authorized to amend the contracts within the City of Lawrenceville's authorized threshold limit without Council approval. Above the authorized limit, approval of the Local Government must be sought.

Nothing contained herein shall change any other part of the AGREEMENT unless acknowledged in a written amendment approved and signed by both parties. The parties agree that the terms of this ADDENDUM #1 include the entire ADDENDUM #1 between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this ADDENDUM #1.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this ADDENDUM to be signed, sealed, and delivered this _____ day of December 2022.

Georgia Center for Opportunity

Date Signed: _____ By: _____
Randy Hicks, President & CEO
Attest: _____
Eric Cochling, Chief Program Officer & General Counsel

City of Lawrenceville, Georgia

Date Signed: _____ By: _____
David Still, Mayor
Attest: _____
Karen Pierce, City Clerk

Date Signed: _____ By: _____
Chuck Warbington, City Manager
Attest: _____
Karen Pierce, City Clerk

(AUTHORITY SEAL)

Approved as to Form:

Date Signed: _____ By: _____
City of Lawrenceville, Attorney

**ADDENDUM #1 TO THE 2022 AGREEMENT WITH IMPACT 46
FOR ReCAST LAWRENCEVILLE**

This ADDENDUM # 1 is made to the AGREEMENT entered into on the 11th day of November 2022 between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia. This AGREEMENT was made to fulfill the deliverables of a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) 1H79SM084920-01. Said AGREEMENT did establish a strategic partnership with Impact 46 to provide a specific scope of work to be accomplished. It is the desire of the City to amend the AGREEMENT to incorporate additional services and add additional funding.

Section 1 B, SCOPE OF SERVICES, is hereby amended to add the following services:

From ReCAST Year 2 Budget (and anticipated in subsequent award years, through 9/29/26):

- Point of Entry Specialist
- Shared Space Fee Provision

From ReCAST Year 1 Carryover (and only allocated for ReCAST Year 2, through 9/29/23):

- Part-time ReCAST Youth Development Coordinator
- Furnishings for ReCAST Collaborative Service Sites
 - 750 Winer Industrial Way, Lawrenceville, GA 30046
 - 10 Water Works Road, Lawrenceville, GA 30046
- Surface tablets for ReCAST intake and assessments

Section 4, BUDGET, is hereby amended as follows:

The Local Government will pass through to the Subrecipient no more than \$359,300 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget will be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

Additionally, in accordance with local ordinance, the City Manager will be authorized to amend the contracts within the City of Lawrenceville's authorized threshold limit without Council approval. Above the authorized limit, approval of the Local Government must be sought.

Nothing contained herein shall change any other part of the AGREEMENT unless acknowledged in a written amendment approved and signed by both parties. The parties agree that the terms of this ADDENDUM #1 include the entire ADDENDUM #1 between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this ADDENDUM #1.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this ADDENDUM to be signed, sealed, and delivered this _____ day of December 2022.

Impact46

Date Signed: _____ By: _____
Jennifer Young, Executive Director
Attest: _____
??

City of Lawrenceville, Georgia

Date Signed: _____ By: _____
David Still, Mayor
Attest: _____
Karen Pierce, City Clerk

Date Signed: _____ By: _____
Chuck Warbington, City Manager
Attest: _____
Karen Pierce, City Clerk

(AUTHORITY SEAL)

Approved as to Form:

Date Signed: _____ By: _____
City of Lawrenceville, Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 15, 2023

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	Approval of Intergovernmental Agreement with Gwinnett County for Reviewing, Inspecting and Permitting County Projects within the City
Department:	City Manager
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	None
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of Intergovernmental Agreement with Gwinnett County for Reviewing, Inspecting and Permitting County Projects within the City

Summary: Georgia law allows Cities to require County construction projects within the City limits to be reviewed, permitted and inspected by the City. To expedite County projects,, the City and Gwinnett County have worked under an agreement that allows Gwinnett County to provide review of plans, inspection of construction or renovation projects and permitting of such projects for a number of years. This is a renewal of that agreement. The attached Intergovernmental Agreement has been reviewed by the City staff and it is recommended for approval.

Fiscal Impact: None

Attachments/Exhibits: IGA for approval

**INTERGOVERNMENTAL AGREEMENT FOR REVIEWING, INSPECTING, AND PERMITTING
GWINNETT COUNTY CONSTRUCTION PROJECTS IN THE CITY OF LAWRENCEVILLE**

THIS INTERGOVERNMENTAL AGREEMENT FOR REVIEWING, INSPECTING, AND PERMITTING GWINNETT COUNTY CONSTRUCTION PROJECTS IN THE CITY OF LAWRENCEVILLE (hereinafter referred to as the "Agreement") is made and entered into this the day of _____, 2023, by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality, or political subdivision, or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the City possesses the authority to perform inspections and to issue permits related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, stormwater management, and other similar codes and regulations for projects that are located within its corporate limits; and

WHEREAS, the County is exempt from City zoning ordinances, which regulate by classifying property into separate districts, but is not exempt from complying with building, electrical, plumbing, gas, housing, land disturbance, erosion control, storm water management and other similar codes and regulations applicable to projects that are located within the City's corporate limits; and

WHEREAS, the County currently owns and maintains buildings that are located within the corporate limits of the City; and

WHEREAS, the County may, from time to time, desire to construct new buildings, construct additions to existing buildings, make renovations to existing buildings, or otherwise undertake projects, including but not limited to, water, sewer, stormwater and stream restoration projects, on properties that are located within the City's corporate limits; and

WHEREAS, the County and the City desire for the County to perform all plan reviews and inspections, and to issue all permits related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, stormwater management, and other similar codes and regulations for renovations and improvements performed by the County on existing buildings, new construction owned by the County, and for other County projects on properties that are located within the City's corporate limits; and

WHEREAS, the City desires to waive all inspection and permitting fees for renovations and improvements performed by the County on existing buildings, new construction owned by the County, and all other County projects on properties that are located within the City's corporate limits.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County do hereby agree as follows:

1. County Responsibilities.

The County shall perform all plan reviews and inspections, and issue all permits, certificates of completion, and certificates of occupancy related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, stormwater management, and other similar codes and regulations for renovations and improvements performed by the County on existing buildings, new construction owned by the County, and all other County projects

on properties that are located within the City's corporate limits. The County shall be responsible for ensuring that all improvements and renovations comply with all relevant state and federal laws and shall provide a certification letter to the City upon issuance of a certificate of occupancy for any building that such construction complies with applicable state laws and building codes at the time the certificate of occupancy was issued.

Notwithstanding any other provision contained in this Agreement, the City reserves the right to inspect, approve and enforce those portions of projects that physically impact road and right of way property of the City. Such approval, inspection, and enforcement shall be predicated on, including but not limited to, reinstallation of decorative landscaping, dressing of affected rights of way, and the restoration of roadways to City, State, Federal, and industry standards.

2. City Responsibilities.

The City shall waive all inspection and permitting fees for renovations and improvements performed by the County on existing buildings, new construction owned by the County, and all other County projects on properties that are located within the City's corporate limits pursuant to the terms of this Agreement.

3. Term.

This Agreement shall become effective upon the date of execution and shall continue in full force and effect for an original term of three (3) years. After the original term of this Agreement, said Agreement shall automatically renew for additional terms of three (3) years unless either party provides written notice to the other party at least one hundred twenty (120) days prior to the expiration of the then current term. In no event shall the term of this Agreement, including all renewal terms, exceed fifty (50) years.

4. Modification.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

5. Notices.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the County:

County Administrator
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:

County Attorney
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

b. If to the City:

City Manager
City of Lawrenceville, Georgia
P.O. Box 2200, 70 South Clayton Street
Lawrenceville, Georgia 30046

With a copy to:

Lawrenceville City Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Drawer 1250
690 Longleaf Drive
Lawrenceville, Georgia 30046

Either party may at any time change the address where notices are to be sent or the party

or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

6. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

7. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Severability.

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated unless the elimination of such provision materially affects the continuing operation of this Agreement.

9. No Waiver.

No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other, shall be construed as a consent to, or waiver of, any other breach of the same, or any other covenant, condition or duty.

10. Entire Agreement.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the leasing or development of the project.

11. Venue.

Venue to enforce this Agreement shall lie only in either the Superior Court or the State Court of Gwinnett County, and all defenses to such venue are hereby waived.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed instrument.

Attest:

CITY OF LAWRENCEVILLE

By: _____
KAREN PIERCE, City Clerk

By: _____
DAVID R. STILL, Mayor

(City Seal)

Attest:

GWINNETT COUNTY, GEORGIA

By: _____
TINA KING, County Clerk

By: _____
NICOLE L. HENDRICKSON, Chairwoman, Board of Commissioners

(County Seal)

Approved as to Form:

Senior Assistant County Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 15, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase Tyler Hosting services for Munis ERP and EnerGov
Department:	Information Technology
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	\$297,866 - First year SaaS Hosting
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Approval to purchase Tyler Technologies hosting services for Munis ERP and EnerGov software solutions for \$2297,866 and to authorize the Mayor to execute any necessary agreements pending the City Attorney's review and approval.

Summary: Staff is seeking approval to utilize Tyler Technologies hosting services for Munis ERP and EnerGov software.

Background: Munis and EnerGov were purchased in 2018 and have been hosted on seven onsite servers maintained by the City. Tyler Technologies is moving clients from the self-hosted model to the Software as a Service (SaaS) model and is requiring customers to move to this platform to continue receiving future software upgrades for Munis ERP and EnerGov. The City's existing Munis ERP and EnerGov data will be migrated to the cloud in AWS fully redundant data centers. This includes daily backups, disaster recovery, cyber security protection for the servers, penetration testing of the servers, API access for integrations, technical and user support, and uptime guarantees with client relief. Additionally, we will add the Munis Recruiting module for the HR Department to streamline the processing of employment applications and onboarding of new employees.

Fiscal Impact: \$297,866 system migration and first year SaaS. Reoccurring SaaS fees will be at \$266,373 per year. This project's first year is funded by the Capital Outlay Fund (3551535-541000). Project 02-06.

Attachments/Exhibits:

Munis Suite Cloud Migration v2.pdf
Recruiting Module – Cloud – 2022.pdf
EnerGov Cloud Migration v2 – 2022.pdf
Lawrenceville GA Agreement SaaS Flip 121522.pdf



Quoted By: Mike Dehghanian
Quote Expiration: 03/01/23
Quote Name: Lawrenceville, GA - Tyler EPL
Cloud Migration and new APIs
Quote Description: EnerGov Cloud Migration
Saas Term 3.00

Sales Quotation For:

City of Lawrenceville
PO Box 2200
Lawrenceville GA 30046-2200
Phone: +1 (678) 407-6571

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Business Management API Toolkit	1	0	\$ 11,330.00
Community Development API Toolkit	1	0	\$ 11,330.00
EnerGov Business Management Suite - 2 Additional Users	1	0	\$ 2,400.00
EnerGov Citizen Self Service - Community Development and Business Management Suites	1	0	\$ 3,120.00
EnerGov Community Development and Business Management Suites (15 Total Users)	1	0	\$ 9,550.00
EnerGov iG Workforce (7 Users)	1	0	\$ 1,995.00
Request & Enforcement Management API Toolkit	1	0	\$ 7,081.00
Additional			
GIS Site License	1	0	\$ 3,000.00

Sub-Total: \$ 49,806.00
Less Discount: \$ 2,974.00

TOTAL 0 \$ 46,832.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00	\$ 0.00
TOTAL				\$ 5,000.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 46,832.00
Total Tyler Services	\$ 5,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 5,000.00	\$ 46,832.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
Business Management API Toolkit	\$ 11,330.00	\$ 1,133.00	\$ 10,197.00
Community Development API Toolkit	\$ 11,330.00	\$ 1,133.00	\$ 10,197.00
EnerGov Business Management Suite - 2 Additional Users	\$ 2,400.00	\$ 0.00	\$ 2,400.00
EnerGov Citizen Self Service - Community Development and Business Management Suites	\$ 3,120.00	\$ 0.00	\$ 3,120.00
EnerGov Community Development and Business Management Suites (15 Total Users)	\$ 9,550.00	\$ 0.00	\$ 9,550.00
EnerGov iG Workforce (7 Users)	\$ 1,995.00	\$ 0.00	\$ 1,995.00
Request & Enforcement Management API Toolkit	\$ 7,081.00	\$ 708.00	\$ 6,373.00
Additional			
GIS Site License	\$ 3,000.00	\$ 0.00	\$ 3,000.00
TOTAL	\$ 49,806.00	\$ 2,974.00	\$ 46,832.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

User license allocations for products that are encompassed within this Tyler Cloud migration are quantified within the investment summary. Additional licenses can be purchased at any time afterwards at their current market rates.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Lawrenceville, Georgia.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary..
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services

in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN**

RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a

copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all

traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

- 19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Tyler Sales Quote 2022-319509-W5FT8 Tyler Sales Quote 2022-304783-Z2R1J0
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Lawrenceville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Lawrenceville
705 South Clayton Street
Lawrenceville, Georgia 30046
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation inserted on the following pages:

Tyler Sales Quote 2022-319509-W5FT8

Tyler Sales Quote 2022-304783-Z2R1J0

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Tyler Sales Quote 2022-319509-W5FT8



Quoted By: Mike Dehghanian
 Quote Expiration: 03/01/23
 Quote Name: Lawrenceville, GA - Tyler EPL
 Cloud Migration and new APIs
 Quote Description: EnerGov Cloud Migration
 SaaS Term 3.00

Sales Quotation For:

City of Lawrenceville
 PO Box 2200
 Lawrenceville GA 30046-2200
 Phone: +1 (678) 407-6571

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Business Management API Toolkit	1	0	\$ 11,330.00
Community Development API Toolkit	1	0	\$ 11,330.00
EnerGov Business Management Suite - 2 Additional Users	1	0	\$ 2,400.00
EnerGov Citizen Self Service - Community Development and Business Management Suites	1	0	\$ 3,120.00
EnerGov Community Development and Business Management Suites (15 Total Users)	1	0	\$ 9,550.00
EnerGov iG Workforce (7 Users)	1	0	\$ 1,995.00
Request & Enforcement Management API Toolkit	1	0	\$ 7,081.00
Additional			
GIS Site License	1	0	\$ 3,000.00

Sub-Total: \$ 49,806.00

Less Discount: \$ 2,974.00

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TOTAL 0 \$ 46,832.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00	\$ 0.00
TOTAL				\$ 5,000.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 46,832.00
Total Tyler Services	\$ 5,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 5,000.00	\$ 46,832.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

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Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
Business Management API Toolkit	\$ 11,330.00	\$ 1,133.00	\$ 10,197.00
Community Development API Toolkit	\$ 11,330.00	\$ 1,133.00	\$ 10,197.00
EnerGov Business Management Suite - 2 Additional Users	\$ 2,400.00	\$ 0.00	\$ 2,400.00
EnerGov Citizen Self Service - Community Development and Business Management Suites	\$ 3,120.00	\$ 0.00	\$ 3,120.00
EnerGov Community Development and Business Management Suites (15 Total Users)	\$ 9,550.00	\$ 0.00	\$ 9,550.00
EnerGov iG Workforce (7 Users)	\$ 1,995.00	\$ 0.00	\$ 1,995.00
Request & Enforcement Management API Toolkit	\$ 7,081.00	\$ 708.00	\$ 6,373.00
Additional			
GIS Site License	\$ 3,000.00	\$ 0.00	\$ 3,000.00
TOTAL	\$ 49,806.00	\$ 2,974.00	\$ 46,832.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

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- Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

User license allocations for products that are encompassed within this Tyler Cloud migration are quantified within the investment summary. Additional licenses can be purchased at any time afterwards at their current market rates.

Tyler Sales Quote 2022-304783-Z2R1J0



Quoted By: Mike Dehghanian
 Quote Expiration: 03/01/23
 Quote Name: Lawrenceville, GA - ERP
 Quote Description: Enterprise - Tyler Cloud Migration
 Enterprise ERP (Munis) Cloud Migration
 SaaS Term 3.00

Sales Quotation For:

City of Lawrenceville
 PO Box 2200
 Lawrenceville GA 30046-2200
 Phone: +1 (678) 407-6571

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 21,121.00
Bid Management	1	0	\$ 2,388.00
Capital Assets	1	0	\$ 4,777.00
Cash Management	1	0	\$ 3,981.00
Contract Management	1	0	\$ 2,350.00
eProcurement	1	0	\$ 3,785.00
Project & Grant Accounting	1	0	\$ 3,981.00
Purchasing	1	0	\$ 8,758.00
Human Resources Management			
HR Management	1	0	\$ 5,343.00
Payroll w/ESS	1	0	\$ 6,469.00
Revenue Management			
Accounts Receivable	1	0	\$ 4,272.00

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CAMA Bridge	1	0	\$ 1,984.00
Cashiering	1	0	\$ 8,156.00
Central Property File	1	0	\$ 908.00
General Billing	1	0	\$ 2,649.00
Tax Billing	1	0	\$ 16,042.00
Utility Billing CIS	1	0	\$ 24,146.00
Utility Billing Meter Interface	1	0	\$ 6,408.00
Civic Services			
Citizen Self Service (Tyler Hosted)	1	0	\$ 4,272.00
Enterprise Asset Management			
Asset Maintenance	10	0	\$ 8,670.00
Content Management			
Content Manager Core	1	0	\$ 7,767.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 4,409.00
Additional			
Forms Processing	1	0	\$ 4,089.00
IVR Gateway	1	0	\$ 2,330.00
Integrations			
API Toolkit Bundle	1	0	\$ 33,255.00
Subscription Fees			
ACFR Statement Builder	1	0	\$ 4,278.00
Concurrent Users	15	0	\$ 15,000.00
Sub-Total:			\$ 211,588.00
Less Discount:			\$ 3,326.00
TOTAL			0
			\$ 208,262.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 10,413.00	\$ 0.00	\$ 10,413.00	\$ 0.00
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TOTAL	\$ 10,413.00	\$ 0.00
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Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 208,262.00
Total Tyler Services	\$ 10,413.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 10,413.00	\$ 208,262.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Upgrade Assistance: Remote - Per Day	15	\$ 800.00	\$ 0.00	\$ 12,000.00	\$ 0.00
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TOTAL

\$ 12,000.00

\$ 0.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting/GL/BG/AP	\$ 21,121.00	\$ 0.00	\$ 21,121.00
Bid Management	\$ 2,388.00	\$ 0.00	\$ 2,388.00
Capital Assets	\$ 4,777.00	\$ 0.00	\$ 4,777.00
Cash Management	\$ 3,981.00	\$ 0.00	\$ 3,981.00
Contract Management	\$ 2,350.00	\$ 0.00	\$ 2,350.00
eProcurement	\$ 3,785.00	\$ 0.00	\$ 3,785.00
Project & Grant Accounting	\$ 3,981.00	\$ 0.00	\$ 3,981.00
Purchasing	\$ 8,758.00	\$ 0.00	\$ 8,758.00
Human Resources Management			
HR Management	\$ 5,343.00	\$ 0.00	\$ 5,343.00
Payroll w/ESS	\$ 6,469.00	\$ 0.00	\$ 6,469.00
Revenue Management			
Accounts Receivable	\$ 4,272.00	\$ 0.00	\$ 4,272.00
CAMA Bridge	\$ 1,984.00	\$ 0.00	\$ 1,984.00
Cashiering	\$ 8,156.00	\$ 0.00	\$ 8,156.00
Central Property File	\$ 908.00	\$ 0.00	\$ 908.00
General Billing	\$ 2,649.00	\$ 0.00	\$ 2,649.00
Tax Billing	\$ 16,042.00	\$ 0.00	\$ 16,042.00
Utility Billing CIS	\$ 24,146.00	\$ 0.00	\$ 24,146.00
Utility Billing Meter Interface	\$ 6,408.00	\$ 0.00	\$ 6,408.00
Civic Services			
Citizen Self Service (Tyler Hosted)	\$ 4,272.00	\$ 0.00	\$ 4,272.00
Enterprise Asset Management			
Asset Maintenance	\$ 8,670.00	\$ 0.00	\$ 8,670.00
Content Management			
Content Manager Core	\$ 7,767.00	\$ 0.00	\$ 7,767.00
Data Insights			
Enterprise Analytics and Reporting	\$ 4,409.00	\$ 0.00	\$ 4,409.00

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Additional			
Forms Processing	\$ 4,089.00	\$ 0.00	\$ 4,089.00
IVR Gateway	\$ 2,330.00	\$ 0.00	\$ 2,330.00
Integrations			
API Toolkit Bundle	\$ 33,255.00	\$ 3,326.00	\$ 29,929.00
Subscription Fees			
ACFR Statement Builder	\$ 4,278.00	\$ 0.00	\$ 4,278.00
Concurrent Users	\$ 15,000.00	\$ 0.00	\$ 15,000.00
TOTAL			
	\$ 211,588.00	\$ 3,326.00	\$ 208,262.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration

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schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Upgrade PM Assistance: Includes 3 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (3 days per) at the then-current price.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Citizen Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

User license allocations for products that are encompassed within this Tyler Cloud migration are quantified within the investment summary. Additional licenses can be purchased at any time afterwards at their current market rates.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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3. UPDATES, MAINTENANCE AND SUPPORT

- 3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website www.docorigin.com. Use of any updates provided to You shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
- 3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

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This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Quoted By: Mike Dehghanian
Quote Expiration: 03/01/23
Quote Name: Lawrenceville, GA - ERP
Enterprise - Tyler Cloud Migration
Quote Description: Enterprise ERP (Munis) Cloud Migration
Saas Term 3.00

Sales Quotation For:

City of Lawrenceville
PO Box 2200
Lawrenceville GA 30046-2200
Phone: +1 (678) 407-6571

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 21,121.00
Bid Management	1	0	\$ 2,388.00
Capital Assets	1	0	\$ 4,777.00
Cash Management	1	0	\$ 3,981.00
Contract Management	1	0	\$ 2,350.00
eProcurement	1	0	\$ 3,785.00
Project & Grant Accounting	1	0	\$ 3,981.00
Purchasing	1	0	\$ 8,758.00
Human Resources Management			
HR Management	1	0	\$ 5,343.00
Payroll w/ESS	1	0	\$ 6,469.00
Revenue Management			
Accounts Receivable	1	0	\$ 4,272.00

CAMA Bridge	1	0	\$ 1,984.00
Cashiering	1	0	\$ 8,156.00
Central Property File	1	0	\$ 908.00
General Billing	1	0	\$ 2,649.00
Tax Billing	1	0	\$ 16,042.00
Utility Billing CIS	1	0	\$ 24,146.00
Utility Billing Meter Interface	1	0	\$ 6,408.00
Civic Services			
Citizen Self Service (Tyler Hosted)	1	0	\$ 4,272.00
Enterprise Asset Management			
Asset Maintenance	10	0	\$ 8,670.00
Content Management			
Content Manager Core	1	0	\$ 7,767.00
Data Insights			
Enterprise Analytics and Reporting	1	0	\$ 4,409.00
Additional			
Forms Processing	1	0	\$ 4,089.00
IVR Gateway	1	0	\$ 2,330.00
Integrations			
API Toolkit Bundle	1	0	\$ 33,255.00
Subscription Fees			
ACFR Statement Builder	1	0	\$ 4,278.00
Concurrent Users	15	0	\$ 15,000.00
Sub-Total:			\$ 211,588.00
Less Discount:			\$ 3,326.00
TOTAL		0	\$ 208,262.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 10,413.00	\$ 0.00	\$ 10,413.00	\$ 0.00

TOTAL \$ 10,413.00 \$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 208,262.00
Total Tyler Services	\$ 10,413.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 10,413.00	\$ 208,262.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Upgrade Assistance: Remote - Per Day	15	\$ 800.00	\$ 0.00	\$ 12,000.00	\$ 0.00

TOTAL

\$ 12,000.00

\$ 0.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting/GL/BG/AP	\$ 21,121.00	\$ 0.00	\$ 21,121.00
Bid Management	\$ 2,388.00	\$ 0.00	\$ 2,388.00
Capital Assets	\$ 4,777.00	\$ 0.00	\$ 4,777.00
Cash Management	\$ 3,981.00	\$ 0.00	\$ 3,981.00
Contract Management	\$ 2,350.00	\$ 0.00	\$ 2,350.00
eProcurement	\$ 3,785.00	\$ 0.00	\$ 3,785.00
Project & Grant Accounting	\$ 3,981.00	\$ 0.00	\$ 3,981.00
Purchasing	\$ 8,758.00	\$ 0.00	\$ 8,758.00
Human Resources Management			
HR Management	\$ 5,343.00	\$ 0.00	\$ 5,343.00
Payroll w/ESS	\$ 6,469.00	\$ 0.00	\$ 6,469.00
Revenue Management			
Accounts Receivable	\$ 4,272.00	\$ 0.00	\$ 4,272.00
CAMA Bridge	\$ 1,984.00	\$ 0.00	\$ 1,984.00
Cashiering	\$ 8,156.00	\$ 0.00	\$ 8,156.00
Central Property File	\$ 908.00	\$ 0.00	\$ 908.00
General Billing	\$ 2,649.00	\$ 0.00	\$ 2,649.00
Tax Billing	\$ 16,042.00	\$ 0.00	\$ 16,042.00
Utility Billing CIS	\$ 24,146.00	\$ 0.00	\$ 24,146.00
Utility Billing Meter Interface	\$ 6,408.00	\$ 0.00	\$ 6,408.00
Civic Services			
Citizen Self Service (Tyler Hosted)	\$ 4,272.00	\$ 0.00	\$ 4,272.00
Enterprise Asset Management			
Asset Maintenance	\$ 8,670.00	\$ 0.00	\$ 8,670.00
Content Management			
Content Manager Core	\$ 7,767.00	\$ 0.00	\$ 7,767.00
Data Insights			
Enterprise Analytics and Reporting	\$ 4,409.00	\$ 0.00	\$ 4,409.00

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Additional			
Forms Processing	\$ 4,089.00	\$ 0.00	\$ 4,089.00
IVR Gateway	\$ 2,330.00	\$ 0.00	\$ 2,330.00
Integrations			
API Toolkit Bundle	\$ 33,255.00	\$ 3,326.00	\$ 29,929.00
Subscription Fees			
ACFR Statement Builder	\$ 4,278.00	\$ 0.00	\$ 4,278.00
Concurrent Users	\$ 15,000.00	\$ 0.00	\$ 15,000.00
TOTAL	\$ 211,588.00	\$ 3,326.00	\$ 208,262.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration

schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Upgrade PM Assistance: Includes 3 days of PM services per month. PM services include delivery and management of upgrade project plan, internal coordination of Tyler resources, and scheduled bi-weekly status calls to review the upgrade project. Upgrade PM Assistance does not include training or access to a Tyler Subject Matter Expert, as such, enrollment in PACE is strongly recommended to complement this service. Without additional services, clients are responsible for developing and executing upgrade test scenarios as well as conducting internal training for staff. Minimum service duration is 4 months, and clients may choose to extend this service by purchasing additional months (3 days per) at the then-current price.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Citizen Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

User license allocations for products that are encompassed within this Tyler Cloud migration are quantified within the investment summary. Additional licenses can be purchased at any time afterwards at their current market rates.



Quoted By: Mike Dehghanian
Quote Expiration: 06/10/23
Quote Name: Lawrenceville - Recruiting

Saas Term 1.00

Sales Quotation For:

City of Lawrenceville
PO Box 2200
Lawrenceville GA 30046-2200
Phone: +1 (678) 407-6571

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Recruiting	1	16	\$ 1,421.00
Sub-Total:			\$ 1,421.00
Less Discount:			\$ 142.00
TOTAL			\$ 1,279.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 200.00	\$ 0.00	\$ 800.00	\$ 0.00
Onsite Implementation	4	\$ 225.00	\$ 0.00	\$ 900.00	\$ 0.00
Remote Implementation	12	\$ 200.00	\$ 0.00	\$ 2,400.00	\$ 0.00
TOTAL				\$ 4,100.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 1,279.00
Total Tyler Services	\$ 4,100.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 4,100.00	\$ 1,279.00
Contract Total	\$ 5,379.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Human Resources Management			
Recruiting	\$ 1,421.00	\$ 142.00	\$ 1,279.00
TOTAL	\$ 1,421.00	\$ 142.00	\$ 1,279.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual

service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

10% discount shown will apply if City decides to purchase this module along with the Cloud Migration proposals for both Munis ERP and EnerGov EPL.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: LAWRENCEVILLE ARTS COMMISSION

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	2023 Event Entertainment Consultant Contract
Department:	Community Relations
Date of Meeting:	Wednesday, February 15, 2023
Fiscal Impact:	Not to exceed \$160,000
Presented By:	Jasmine Billings
Action Requested:	Consider approval of the 2023 Event Entertainment Consultant Contract for the Community Relations Department

Summary: The Community Relations Department is seeking the consideration to approve the Event Entertainment Consultant Contract. Events such as Summer Concerts, Prelude to the Fourth, and Harvest Festival require additional assistance when booking live entertainment such as tribute bands and national acts for city-sanctioned events. BrioLIVE is a consultant group that has served cities in the southern region assisting with booking talent to best promote and highlight community events. BrioLIVE provides thorough quality service, a point of contact for all scheduled events, and continues to diversify entertainment as organized by Community Relations. City staff (Community Relations, have reviewed the contract at hand to ensure that all risks were accounted for and were in continuous conversations with BrioLIVE as the contract was crafted.

Attachment:
2023 Event Entertainment Consultant Contract



CONTRACT

This Booking Agreement (the "Agreement") is made on "**DATE**", by and between **BrioLIVE Production & Entertainment**, 118 West A Street, Suite A, Kannapolis, NC, 28081, United States (hereinafter "Consultant"), and "**City of Lawrenceville**", 70 South Clayton Street, Lawrenceville, GA 30046, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the **Purchaser** engages the **Consultant** to provide the entertainment generally described as the "Performance" listed herein. The **Consultant** hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Duties

Purchaser is desirous of hiring the **Consultant** to be the exclusive talent buyer for 2023 City Events hereinafter referred to as "City Events", which shall consist of multiple individual concert dates to be mutually determined by the **Consultant** and **Purchaser** (each referred to as a "Concert"). The Event and Concerts shall be located in downtown Lawrenceville ("Premises").

The duties of the **Consultant** will be: To conduct preliminary negotiations with artists and their representatives, assist in processing contracts, consult the Purchaser on how to meet all necessary requirements, excluding rider, as outlined in the contracts which have been approved by the **Purchaser**. **Consultants** and **Purchaser** will carry out their duties in a conscientious, diligent, and responsible manner, at all times protecting each other's integrity and reputation so that the image to the public will be of the highest caliber. For the purposes of this Agreement, all so-called "free" or unpaid talent shall not be secured by the **Consultant**.

2. Payments

The total contract shall not exceed \$160,000.00 for the year, which includes all compensation to any artist and to the **Consultant** for all acts/artists booked for the **Purchaser** (the "Consultant's Fee"). Upon acceptance of any offer submitted by the **Consultant**, **Purchaser** shall be responsible for paying fifty percent (50%) of deposits on the artist guarantee and fifty percent (50%) of the consultant's fee. The remaining balance due of the consultant fee and the artist fee shall be paid seven (7) days before the Event. The consultant Fee may not represent the total remuneration received by **Consultant**, which may realize additional revenue from services such as sponsorships, ticketing, promotions, marketing initiatives, and block buys.

Deposit of funds are due 10 days after the contract is issued payable to the Consultant.

Fed ID 81-2955693

For the deposit and final payment, an EFT Transfer will be issued to the **Consultant**. The agency fee is included in the deposit and is considered earned upon execution of the contract and is non-refundable.

3. Security

The **Purchaser** shall commit to having proper security to ensure and maintain the orderliness of the event.

4. Facilities and Personnel

Purchaser shall furnish on the Premises, at its sole expense unless otherwise agreed to within an agreement with the **Consultant**, (a) a suitable stage with adequate heated/air-conditioned dressing room (s), areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, and will furnish and pay for all its own expenses necessary for proper presentation of the event on the date and time of the above-mentioned performance, to include sound equipment, lighting, rigging, stage operation crew, and other equipment. Additional stage-hands to load-in/load-out are subject to approval per **Purchaser**. In addition, **Purchaser** shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

5. Intellectual Property

The **Purchaser** shall not itself, nor shall it permit others, to the best of its ability, to record, broadcast, or televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. Segments, less than 15 seconds of any performance may be posted on social media as this is a public event. **Consultant** will work with artists to obtain approval for **Purchaser** to be permitted to record portions of the event or performance and use such recordings for promotional purposes.

Artist(s) shall have the exclusive right to sell all types of artist-related merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, CDs, stickers, or other merchandise on the premises of the Place of Performance during the Date of the Performance. The artist will retain 100% of the gross revenue from merchandise sales.

7. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of the artist at the performance solely for the purpose of increasing attendance at the performance.

8. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date.
- b. **Termination.** If, on or before the Date of Performance, **Purchaser** has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of **Purchaser** fails or refuses to make such payment forthwith, **Consultant** shall have the right to cancel this Agreement by notice of a minimum of 30 days to **Purchaser** to that effect, and to retain any amounts theretofore paid to **Consultant** by **Purchaser**.

9. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. In this situation, the deposit can be transferred to a mutually-agreeable date within 365 days of the original date. If the **Purchaser** cancels the event outright outside of governmental regulations for shutdown, the deposit will be forfeited as it's considered earned by the **Consultant** for holding the date.

10. INDEMNITY AND INSURANCE.

Consultant will indemnify and hold the **Purchaser** and its employees, officers, and agents, harmless from any claims, liabilities, damages, costs, and expenses arising out of the performance of or failure to perform the **Consultant's** duties, or any acts or omissions of the **Consultant**, whether occurring within or outside the scope of representative's agency, employment or duties and that is not otherwise the result of **Purchaser** or **Purchaser's** representative's gross negligence or willful misconduct. **Consultant** shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00), or any additional amount agreed upon by **Consultant** and artist's representative., and shall ensure that all **Consultant** employees are protected by worker's compensation as required by law. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the **Purchaser** upon request. **Purchaser** assumes full responsibility for the operation of the Premises where the Event will take place and all facilities and equipment thereon.

11. Governing Law

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia. The parties agree that the jurisdiction and venue of any legal proceeding shall be in Gwinnett County, Georgia

12. Assignment/Transfer

Neither **Consultant** nor **Purchaser** may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the **Consultant** and **Purchaser** and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided herein shall be in writing and personally served or mailed to each Party at the addresses provided.

14. Entire Agreement

This Agreement contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements, or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed, and delivered.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LAWRENCEVILLE, GEORGIA

BY: _____
David Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Karen Pierce, City Clerk
City of Lawrenceville

APPROVED AS TO
FORM:

City of Lawrenceville Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP

SERVICE PROVIDER: BrioLIVE Entertainment

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

(Corporate Seal or Notary Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

Item:	Resolution to seek grant from the Atlanta Regional Commission for a Tactical Livable Centers Initiative (LCI) study.
Department:	Planning and Development
Date of Meeting:	Wednesday, February 15, 2023
Presented By:	Helen Appenzeller Balch, Deputy Director of Planning and Development
Action Requested:	Approve Resolution for Continued Commitment to the Downtown Master Plan LCI to apply for a Tactical LCI study.

Summary: As the City of Lawrenceville continues to look ahead to the future, the Lawrenceville downtown Master Plan 5-year update was adopted in October of 2021. The Plan builds upon previous and ongoing planning efforts, refining and validating a vision, and establishing an action plan for the next five years. This plan is a result of the collaborative efforts of residents, business owners, elected and appointed officials, stakeholders, and planning professionals to support the momentum that the City has already established in achieving economic and quality-of-life milestones. The City now seeks to submit an application for a grant through the Atlanta Regional Commission to do a specific implementation study of two recommended projects,

Background: If the City of Lawrenceville is awarded a grant from the Atlanta Regional Commission (ARC) for the work to be accomplished within the LCI study, all the necessary services provided in the grant will support the tactical study of LCI related programs and projects within the Lawrenceville LCI Area.

The City and Consultant would prepare a report for the Lawrenceville Downtown Master Plan Tactical LCI study. The purpose of this study is to seek feasibility for the implementation of recommended projects from the LCI adopted in 2021.

Attachments/Exhibits:

Resolution of Commitment the Lawrenceville Downtown Tactical Livable Centers Initiative (LCI)

RESOLUTION _____

RESOLUTION OF THE CITY OF LAWRENCEVILLE FOR CONTINUED COMMITMENT TO THE CITY OF LAWRENCEVILLE DOWNTOWN LCI MASTER PLAN AND PARTICIPATION IN THE TACTICAL LIVABLE CENTER INITIATIVE (LCI)

WHEREAS, the City of Lawrenceville supports regional and local efforts to develop a balanced transportation system to reduce dependence upon the automobile, enhance access, improve safety, encourage continued prosperity, and promote quality of life; and

WHEREAS, the City of Lawrenceville concurs that improvements in the quality of life from a well-planned downtown area will enhance the economic position of Lawrenceville; and

WHEREAS, the City of Lawrenceville adopted the Lawrenceville Downtown Livable Centers Initiative Master Plan on July 25, 2005, and is now seeking to implement projects identified in the 2021 LCI, through a Tactical LCI study; and

WHEREAS, the City of Lawrenceville has continued to show its commitment to a well-planned downtown through the implementation of various initiatives including the development of the College Corridor, conversion of Clayton and Perry Streets to two-way operations, and the success of the South Lawn project; and

WHEREAS, the City of Lawrenceville seeks to further leverage recent successes in implementing a well-planned downtown area through further investigation of opportunities for surrounding redevelopment, exploring opportunities for improved mobility connections to and from downtown, and enhancing connectivity to nearby Rhodes-Jordan Park while considering recent advances in SMART City technology and best practices in creative placemaking.

NOW, THEREFORE, BE IT RESOLVED, the City of Lawrenceville hereby expresses its continued commitment to the City of Lawrenceville Downtown LCI Master Plan and approves participation in the Tactical Livable Center Initiative (LCI) program as a major step in preserving the health, well-being and economic vitality of our community.

BE IT FURTHER RESOLVED, that the City Council of the City of Lawrenceville authorizes the filing of a grant application with the Atlanta Regional Commission in an amount not to exceed \$150,000.00, with the commitment to a local match not to exceed \$50,000.00.

1. The City Manager is authorized to execute and file an application for Federal assistance on behalf of the City of Lawrenceville with the Atlanta Regional Commission.
2. The City Manager is authorized to execute and file the necessary certifications, assurances and other documents the Atlanta Regional Commission may require before awarding a Federal assistance grant.

3. The City Manager is authorized to execute the grant and other agreements with the Atlanta Regional Commission on behalf of the City of Lawrenceville.

IT IS SO RESOLVED this 27th day of February, 2023.

**CITY OF LAWRENCEVILLE, GEORGIA
A GEORGIA MUNICIPAL CORPORATION**

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

DRAFT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item: Fiscal Year 2023 Mid-Year Budget Adjustment

Department: Finance

Date of Meeting: Wednesday, February 15, 2023

Fiscal Impact: Increase in operating and capital costs

Presented By: Keith Lee, Chief Financial Officer

Action Requested: Consideration of Mid-Year Budget Adjustment

Summary: As part of the annual budget kick-off, staff reviews the status of operations and capital to determine if additional needs are necessary to operate for the remainder of the Fiscal Year. During this review several items were identified. There is an itemized list expenses and identified sources of funds to cover the expenses in the attached list. Additionally, the FY 2023 SPLOST collections begin this fiscal year and a budget has been identified as part of the mid-year budget adjustment.

Fiscal Impact: Use of contingency, reserve funds and additional revenues

Attachments/Exhibits: Itemized List of Changes

Operating Budget

General Fund

Source of Funds		Source Amount	Use Amount
1000000	341791 DDA Director- unbudgeted	\$25,000	
Use of Funds			
1001535	511300 Data Process Overtime- Due to Munis Conversion		\$6,700
1001537	511300 IT Overtime- Due to numerous software upgrades		\$3,300
	Court Refunds of Bonds & Transfers to Gwinnett Courts- General		
1002650	573200 operation of business aprx 15% of revenues		\$155,000
1001565	531122 Gov Bldg AED batteries & Pads- legally required		\$8,000
1004100	511120 DDA Director- unbudgeted		\$25,000
1007450	511100 Senior Code Enforcement Officer (New) - 25% of Fiscal Year		\$21,457
		<u>\$25,000</u>	<u>\$219,457</u>
	Use of Contingency	<u>\$194,457</u>	<u>\$219,457</u>
		<u>\$219,457</u>	<u>\$219,457</u>

Fleet Fund

Source of Funds			
6200000	135500 Fleet Fund Reserve Funds	\$15,000	
Use of Funds			
	Fleet Repairs to Damaged Assets- Change in deductible coverage		
6204900	522255 results in more out of pocket repairs		\$15,000
		<u>\$15,000</u>	<u>\$15,000</u>

Risk Fund

Source of Funds			
6250000	135500 Risk Fund Reserve Funds	\$135,154	
Use of Funds			
6251555	523100 Risk Insurance Premium- Increase in coverage cost		\$135,154
		<u>\$135,154</u>	<u>\$135,154</u>
	Grand Total	\$369,611	\$369,611

Capital Budget

Gas Capital Fund

Source of Funds				
5160000	135500 Gas Capital Reserve Funds		\$90,000	
Use of Funds				
5164700	541000 11-029 Mains & Services- Increase in volume and cost of materials		\$90,000	\$90,000
			<u>\$90,000</u>	<u>\$90,000</u>

2017 SPLOST FUND

Source of Funds				
3240000	337115 SPLOST Distributions above projections		\$900,000	
Use of Funds				
3241320	541000 Administrative Facilities			\$3,452
3241565	541000 Parking Facilities			\$123,654
3244200	541000 Roads, Streets & Bridges			\$228,394
3246000	541000 Cultural and Recreation Facilities			\$544,499
			<u>\$900,000</u>	<u>\$900,000</u>

2023 SPLOST FUND

Source of Funds				
3260000	337115 SPLOST Distributions for 2023 SPLOST		\$566,000	
Use of Funds				
3264100	541000 Utility System Improvements		\$566,000	\$566,000
			<u>\$566,000</u>	<u>\$566,000</u>
	Grand Total		\$1,556,000	\$1,556,000