



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, February 27, 2023
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Police Department - Captain Sal Ortega

Approval of Prior Meeting Minutes

2. December 14, 2022 Work Session and Executive Session
3. December 14, 2022 Regular Meeting and Executive Session
4. January 18, 2023 Work Session and Executive Session
5. January 30, 2023 Regular Meeting and Executive Session
6. February 15, 2023 Work Session and Executive Session

Announcements

7. Council Announcements
8. City Manager Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior

to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

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

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

Public Hearing New Business

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

- [17.](#) RZC2022-00045; Alessandro Salvo; 530 Lyle Circle
- [18.](#) 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
- [19.](#) RZR2023-00016: Citywide Rezoning - Derrick Cheek, Pappy and Annamma Samuel, Rickie and Garnett Lance; Multiple addresses
- [20.](#) RZR2023-00017; Karen Wright; 577 Scenic Highway
- [21.](#) RZR2022-00011; Fairlane Capital LLC; 448 Grayson Highway

Council Business Old Business

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

- [22.](#) An Ordinance Establishing the Regulation for the Renaming of Streets
- [23.](#) Proposed Name of Collins Hill Extension Project

Council Business New Business

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

[24.](#) Renewal and Expansion of Comcast Fiber Data Lines

[25.](#) Add service for Pond & Company to provide consultant services for the North DTL area

[26.](#) Resolution for Temporary Moratorium of North DTL

[27.](#) Acquisition of 124 Benson Street

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING FEBRUARY 27, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item: Ordinance Amendment to Chapter 4 – Alcoholic Beverages

Department: City Council

Date of Meeting: Monday, February 27, 2023

Fiscal Impact:

Presented By: Frank Hartley, City Attorney

Action Requested: Approve amendment to Chapter 4 – Alcoholic Beverages related to distance requirements

Summary:

Attachments/Exhibits:

Ordinance

ORDINANCE _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 4, SECTION 4-75 TO AMEND REGULATIONS RELATED TO DISTANCE REQUIREMENTS

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 4 of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Section 4-75 – Distance Requirements in its entirety and replacing it with the following:

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) 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.
- (d) 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.

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

Except as amended in this Ordinance, all other provisions of Chapter 4 of the Code of the City of Lawrenceville, Georgia, shall remain in full force and effect.

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

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, FEBRUARY 27, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item:	On-Demand Annual Streets and Stormwater Maintenance Contract
Department:	Engineering
Date of Meeting:	Monday, February 27, 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

BID TABULATION

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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

BID TABULATION

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

BID TABULATION

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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: CITY COUNCIL REGULAR SESSION
AGENDA CATEGORY: OLD BUSINESS

Item:	Approve ReCAST Year 2 Contract Addendum
Department:	Community Relations
Date of Meeting:	Monday, February 27, 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.

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: REGULAR SESSION, FEBRUARY 27, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item:	Approval of Intergovernmental Agreement with Gwinnett County for Reviewing, Inspecting and Permitting County Projects within the City
Department:	City Manager
Date of Meeting:	Monday, February 27, 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: COUNCIL MEETING, FEBRUARY 27, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase Tyler Hosting services for Munis ERP and EnerGov
Department:	Information Technology
Date of Meeting:	Monday, February 27, 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

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

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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.

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- 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.
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- 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

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- 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.
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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.

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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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CONFIDENTIAL

Page 4

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: REGULAR MEETING FEBRUARY 27, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item:	2023 Event Entertainment Consultant Contract
Department:	Community Relations
Date of Meeting:	Monday, February 27, 2023
Fiscal Impact:	Not to exceed \$160,000
Presented By:	Jasmine Billings, Community Development Manager
Action Requested:	Approve 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:	Monday, February 27, 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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: CONCENT AGENDA

Item: Fiscal Year 2023 Mid-Year Budget Adjustment

Department: Finance

Date of Meeting: Monday, February 27, 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 the current operations and capital budgets 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 of 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

RESOLUTION _____

A RESOLUTION ADOPTING A BUDGET MID-YEAR AMENDMENT FOR THE FISCAL YEAR 2023 FOR THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2023 SOURCE OF FUNDS.

WHEREAS, the Mayor and Council of the City of Lawrenceville (“Council”) is the governing authority of said City; and

WHEREAS, the City Chief Financial Officer has presented an amendment which outlines the City’s financial plan for said fiscal year amendment which includes all projected source of funds and allowable use of funds; and

WHEREAS, the Mayor and Council may authorize and enact adjustments and amendments to appropriations as to balance revenues and expenditures; and

NOW, THEREFORE, BE IT RESOLVED that this Budget Amendment is hereby adopted specifying the Anticipated Funding Sources for each Fund and making Appropriations for Proposed Use of Funds to the Departments or Agencies named in each Fund as specified in Attachment A;

BE IT FUTHER RESOLVED that this Budget Amendment creates two new full-time positions: Senior Code Enforcement Officer and Assistant City Clerk.

IT IS SO RESOLVED THIS _____ day of _____, 2023

Mayor David Still

ATTEST:

Karen Pierce, City Clerk

Operating Budget

General Fund

Source of Funds		Source Amount	Use Amount
1000000	341791 DDA Director- unbudgeted	\$25,000	
Use of Funds			
1001330	511100 Assistant City Clerk (n32) - 25% of Fiscal Year		\$0
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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Monday, February 27, 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



LAWRENCEVILLE

17.

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

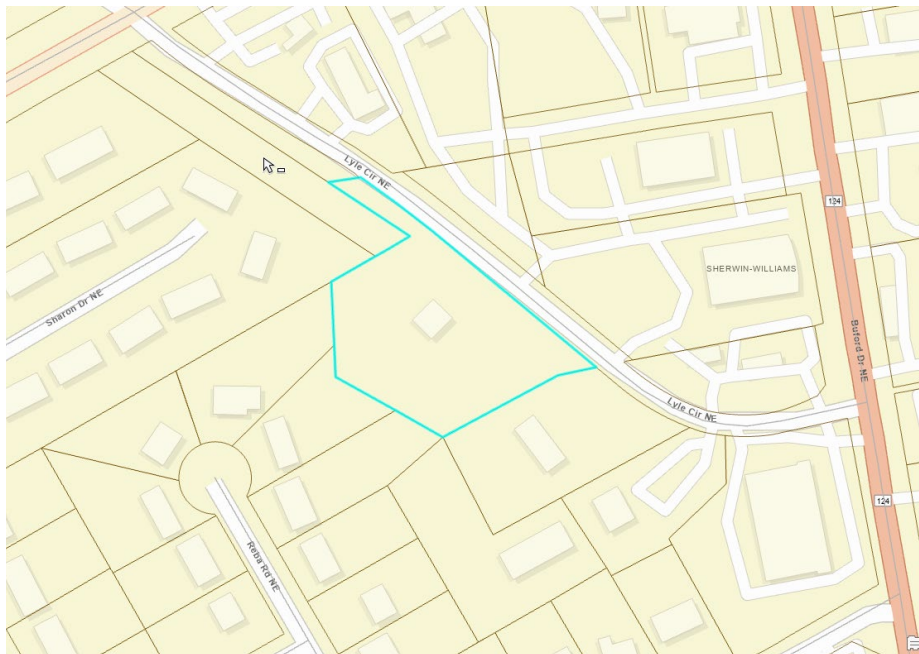
APPROXIMATE ACREAGE: 1.63

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

PROPOSED DEVELOPMENT: OUTDOOR STORAGE

DEPARTMENT RECOMMENDATION: DENIAL

VICINITY MAP





LAWRENCEVILLE

17.

Planning & Development

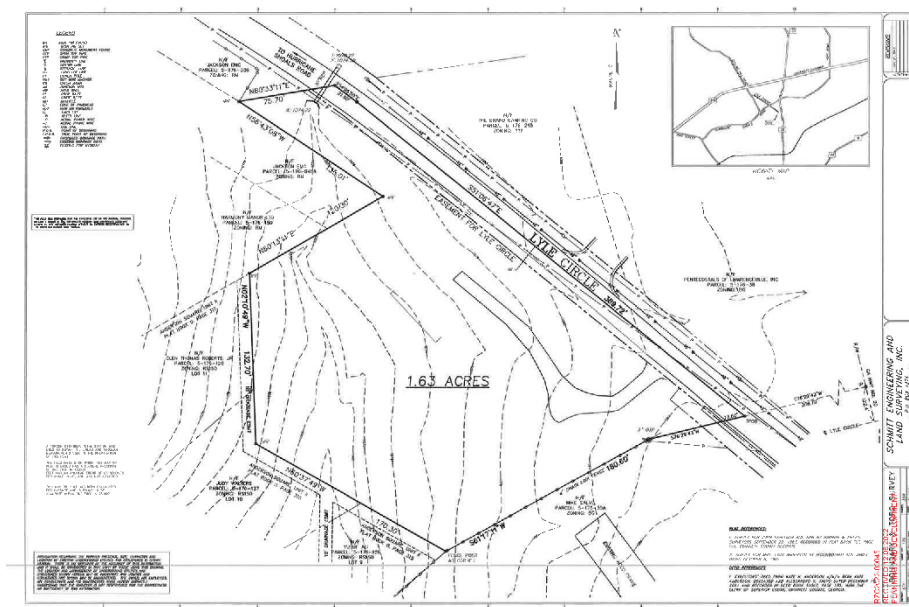
ZONING HISTORY

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





LAWRENCEVILLE

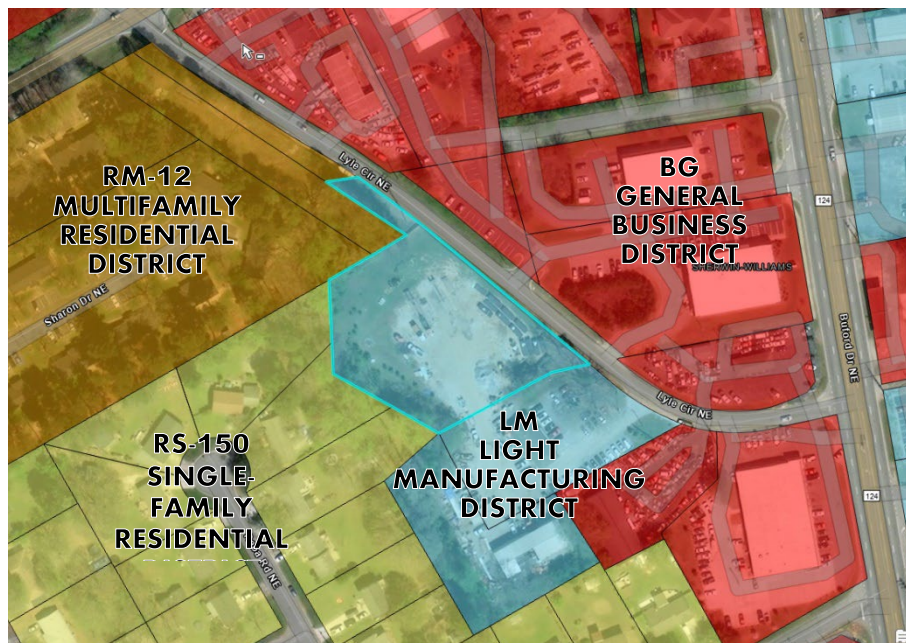
17.

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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





LAWRENCEVILLE

17.

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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



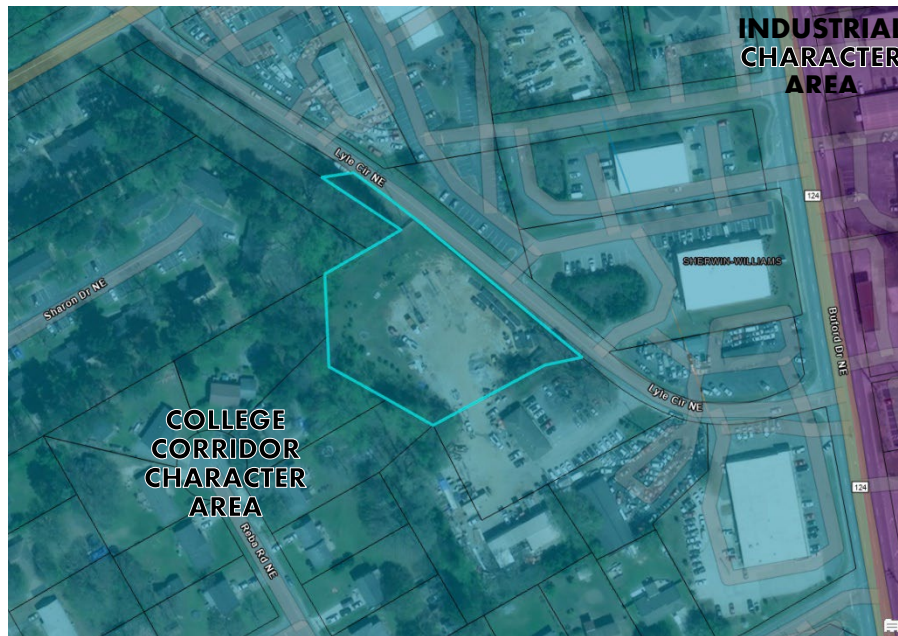
LAWRENCEVILLE

17.

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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



LAWRENCEVILLE

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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.



LAWRENCEVILLE

17.

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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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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 polices 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.



LAWRENCEVILLE

17.

Planning & Development

- 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.



LAWRENCEVILLE

GEORGIA

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

2



LAWRENCEVILLE

GEORGIA

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

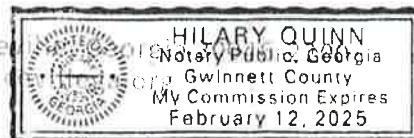
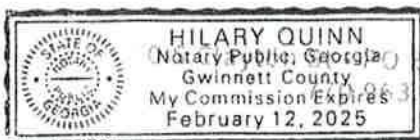
[Signature] 8/18/22
SIGNATURE OF OWNER DATE

Alessandro Salvo
TYPED OR PRINTED NAME

Alessandro Salvo
TYPED OR PRINTED NAME

[Signature] 8/18/22
NOTARY PUBLIC DATE

[Signature] 8/18/22
NOTARY PUBLIC 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? N Y/N

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

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

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

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

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

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



LAWRENCEVILLE

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)

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

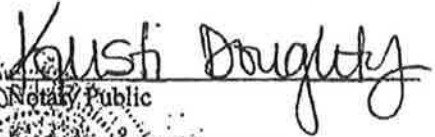
BK51067 PG0336

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 | ESPCP 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.



GENERAL NOTES:
1. THE EROSION CONTROL PLAN SHALL BE IN COMPLIANCE WITH THE
APPLICABLE NPDES PERMIT AND CLEAN WATER ACT REQUIREMENTS.
2. THE EROSION CONTROL PLAN SHALL BE INSTALLED PRIOR TO ANY
LAND DISTURBANCE ACTIVITY.
3. THE EROSION CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT
THE CONSTRUCTION PROCESS.
4. THE EROSION CONTROL PLAN SHALL BE REMOVED UPON COMPLETION
OF THE PROJECT.
5. THE EROSION CONTROL PLAN SHALL BE REINSTALLED IF THE
EXISTING EROSION CONTROL MEASURES ARE DAMAGED OR
REMOVED.
6. THE EROSION CONTROL PLAN SHALL BE MAINTAINED THROUGHOUT
THE CONSTRUCTION PROCESS.
7. THE EROSION CONTROL PLAN SHALL BE REMOVED UPON
COMPLETION OF THE PROJECT.
8. THE EROSION CONTROL PLAN SHALL BE REINSTALLED IF THE
EXISTING EROSION CONTROL MEASURES ARE DAMAGED OR
REMOVED.

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

LEGEND

IPF IRON PIN FOUND
 IPS IRON PIN SET
 CMF CONCRETE MONUMENT FOUND
 OTP OPEN TOP PIPE
 CTP CROWN TOP PIPE
 E CENTER LINE
 L LAND LOT LINE
 S SETBACK LINE
 P POWER POLE
 GWT GUY WIRE ANCHOR
 CB CATCH BASIN
 JWB JUNCTION BOX
 HW HEAD WALL
 DI DROP INLET
 GI GRATE INLET
 MHW MANHOLE
 EP EDGE OF PAVEMENT
 N/F NOW OR FORMERLY
 LL LAND LOT
 -P- AERIAL POWER WIRE
 -T- AERIAL PHONE WIRE
 -G- GAS LINE
 P.O.B. POINT OF BEGINNING
 T.P.O.B. TRUE POINT OF BEGINNING
 --- PROPOSED DRAINAGE PATH
 --- EXISTING DRAINAGE PATH
 --- EXISTING FIRE HYDRANT

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY WHOSE NAME IS SHOWN HEREON. THE SURVEYOR DOES NOT WARRANT TO ANY OTHER PERSON, PERSONS, OR ENTITY THAT THE PLAT IS CORRECT OR THAT THE SURVEYOR HAS NOT BEEN DECEIVED BY THE SURVEYOR'S NAME AND FIRM.

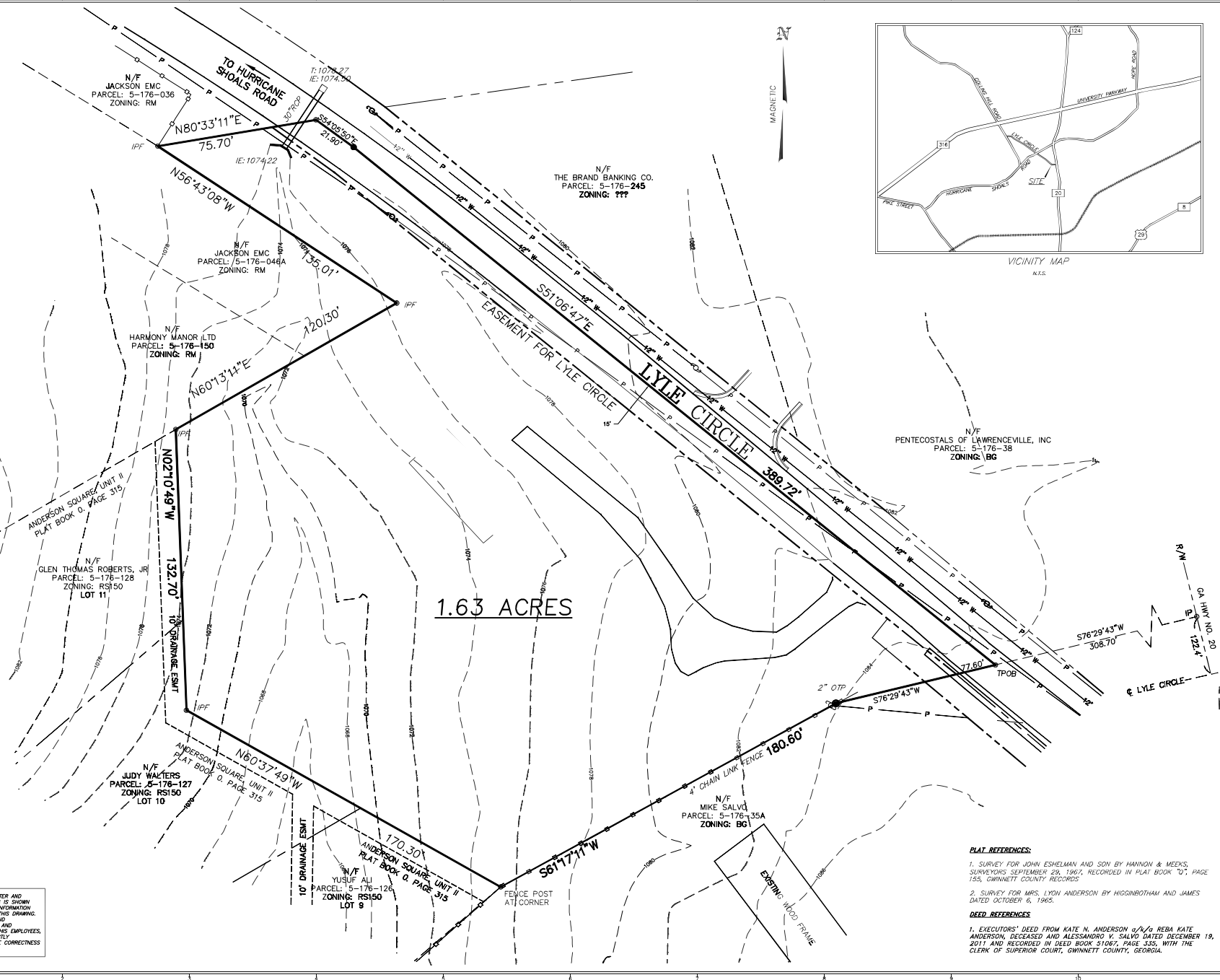
A TOPCON GTS-802A TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,000.

FEET AND AN ANGULAR ERROR OF 50 SECONDS PER ANGLE POINT, AND WAS NOT ADJUSTED.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 25,000.

INFORMATION REGARDING THE REPORTED 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 ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.



PLAT REFERENCES:

1. SURVEY FOR JOHN ESHelman AND SON BY HANNON & MEERS, SURVEYORS, SEPTEMBER 29, 1907, RECORDED IN PLAT BOOK 101, PAGE 155, GWINNETT COUNTY RECORDS.

2. SURVEY FOR MRS. LYON ANDERSON BY HIGGINBOTHAM AND JAMES, DATED OCTOBER 6, 1965.

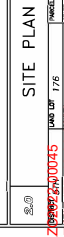
DEED REFERENCES:

1. EXECUTORS' DEED FROM KATE N. ANDERSON a/k/a REBA KATE ANDERSON, DECEASED AND ALESSANDRO V. SALVO DATED DECEMBER 19, 2011 AND RECORDED IN DEED BOOK 51067, PAGE 335, WITH THE CLERK OF SUPERIOR COURT, GWINNETT COUNTY, GEORGIA.

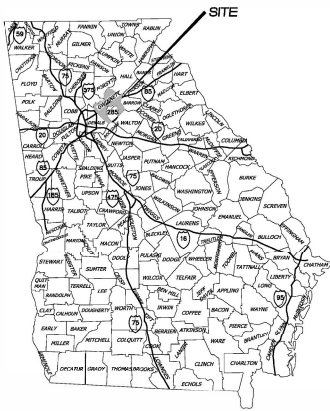
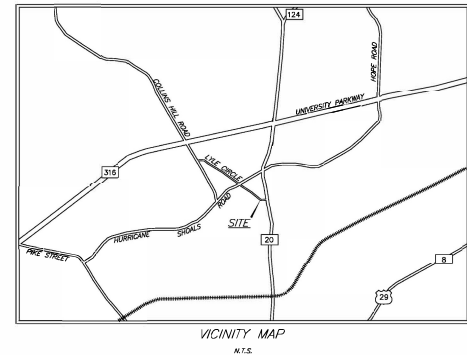
REVISIONS:
NOV 11, 2015

SCHMITT ENGINEERING AND
LAND SURVEYING, INC.

BOUNDARY & TOPO SURVEY
DATE: 11/11/15
BY: J. SCHMITT
CHECKED BY: J. SCHMITT
PLANNING AND DEV.



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 ESPCP PLAN
- 4.4 EROSION CONTROL DETAILS

REVISIONS

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

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.



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

0 DOES NOT DOES NOT

INDICATE AREAS OF UNITED STATES
ARMY CORPS OF ENGINEERS DETERMINED
WETLANDS AS SHOWN ON THE MAPS AND (3)
IF THERE IS A DISTURBANCE OF PROTECTED
WETLANDS SHALL NOT OCCUR UNLESS THE
APPROPRIATE REGIONAL WETLANDS DISTURBANCE
PERMIT HAS BEEN OBTAINED.



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



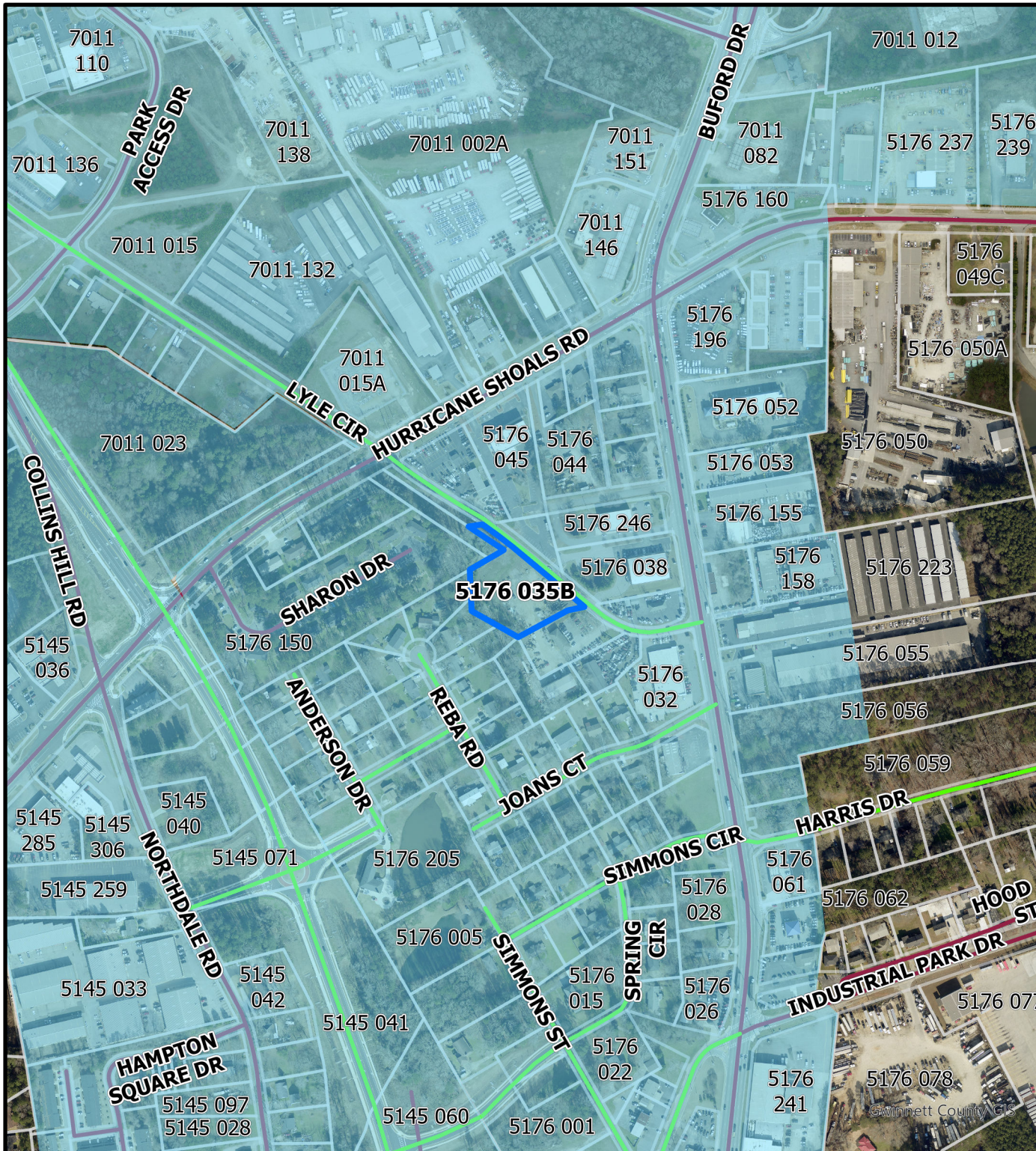
0 125 250

GEORGIA

Location Map & Surrounding Areas

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

Applicant: Alessandro Salvo

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



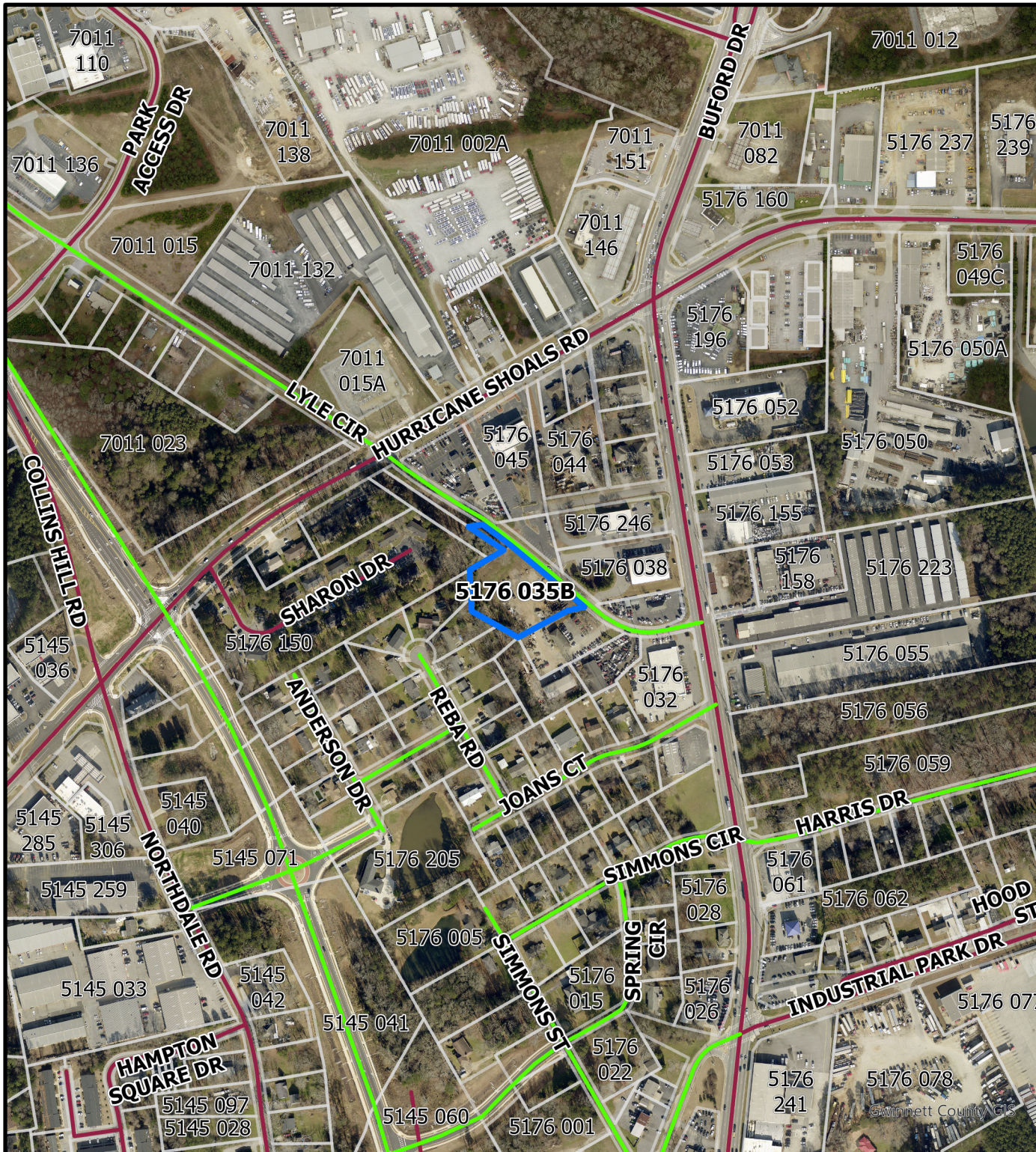
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GEORGIA

Location Map & Surrounding Areas

Applicant: Alessandro Salvo

-  Subject Property
 Parcels
 City Maintained Streets
 County Maintained Streets



0 250 500



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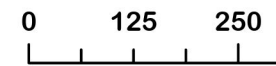
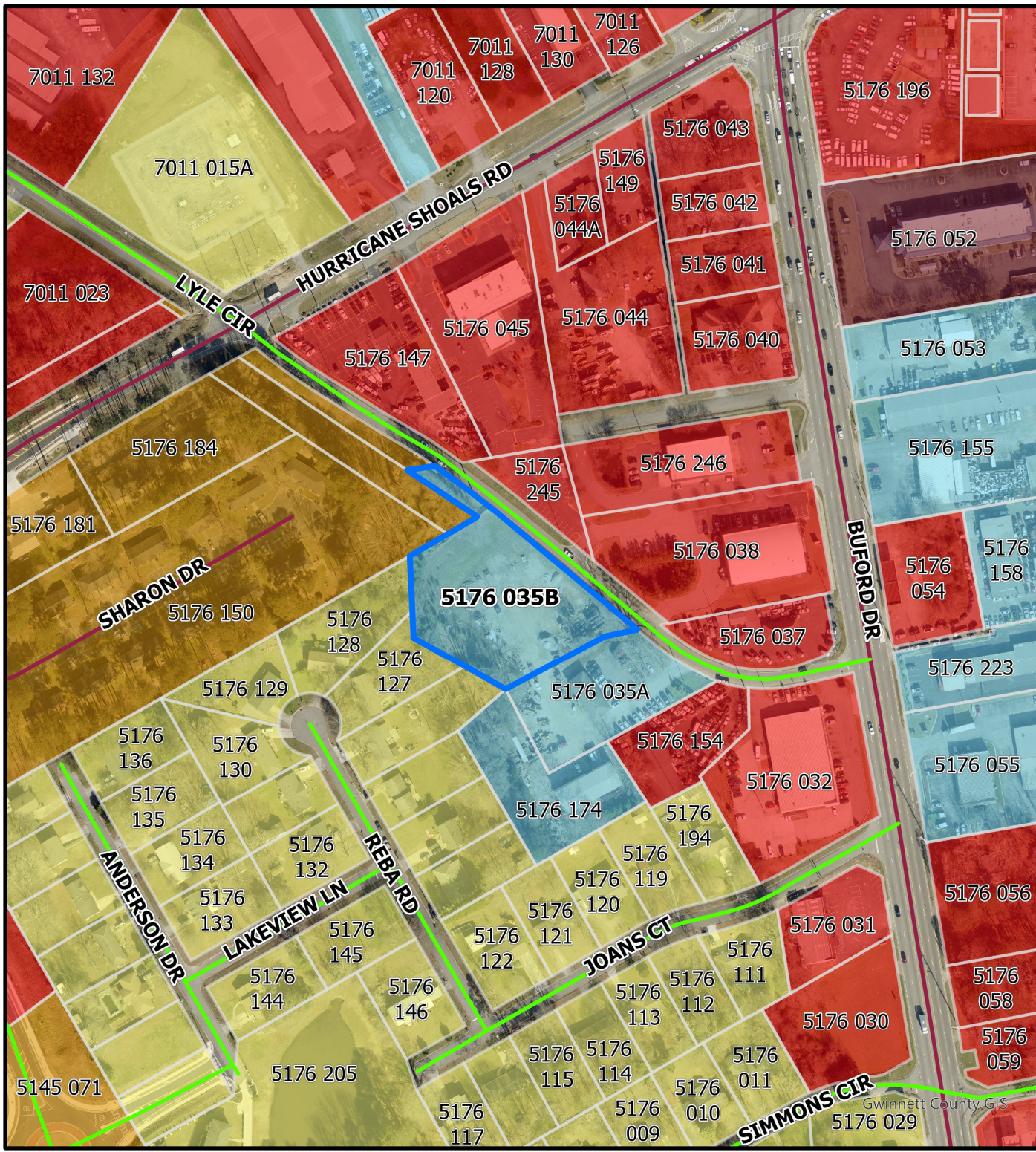
The City of Lawrenceville
Planning & Development

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
 - RM-12 Multifamily Residential
 - RS-150 Single-Family Residential





LAWRENCEVILLE

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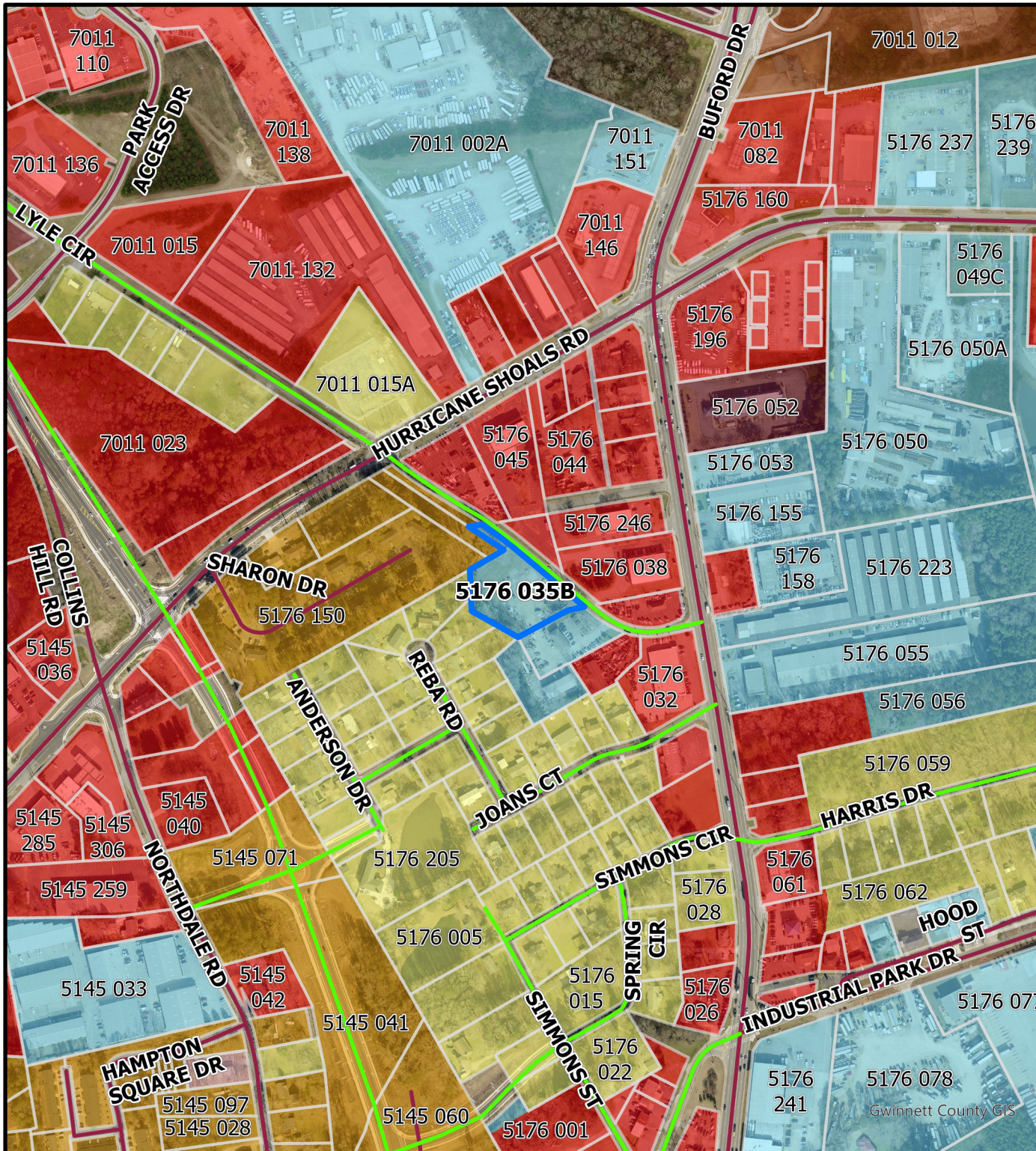
The City of Lawrenceville
Planning & Development

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



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Page 142

Gwinnett County GIS



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING FEBRUARY 27, 2023

AGENDA CATEGORY: NEW 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:	Monday, February 27, 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 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.

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

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

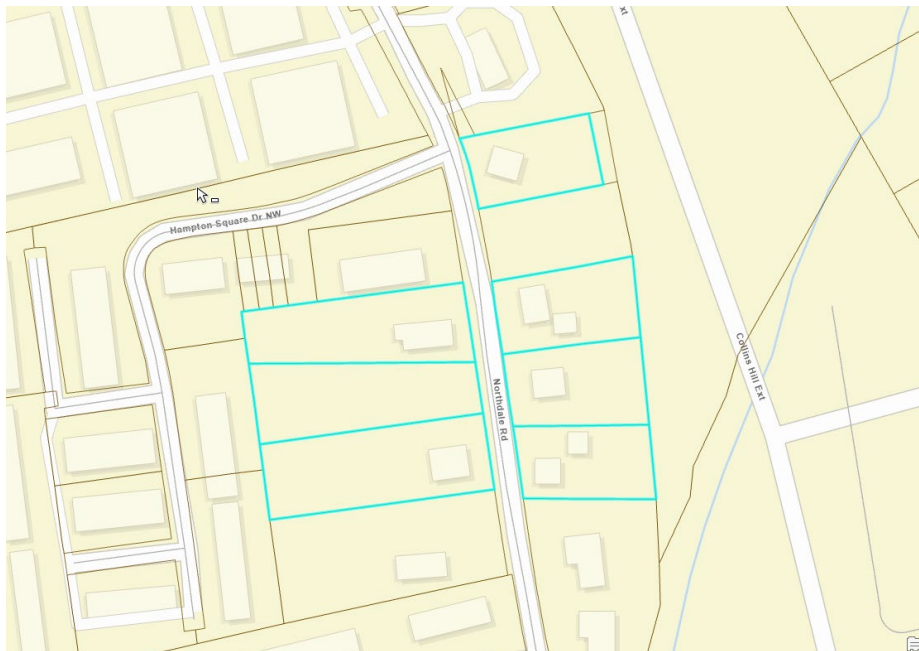
APPROXIMATE ACREAGE: 3.69

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

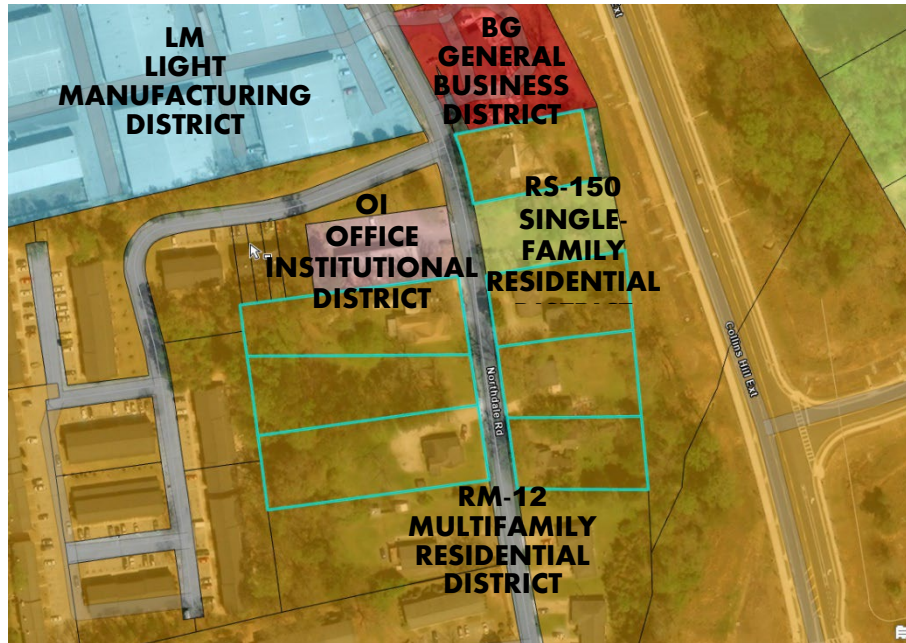


LAWRENCEVILLE

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.

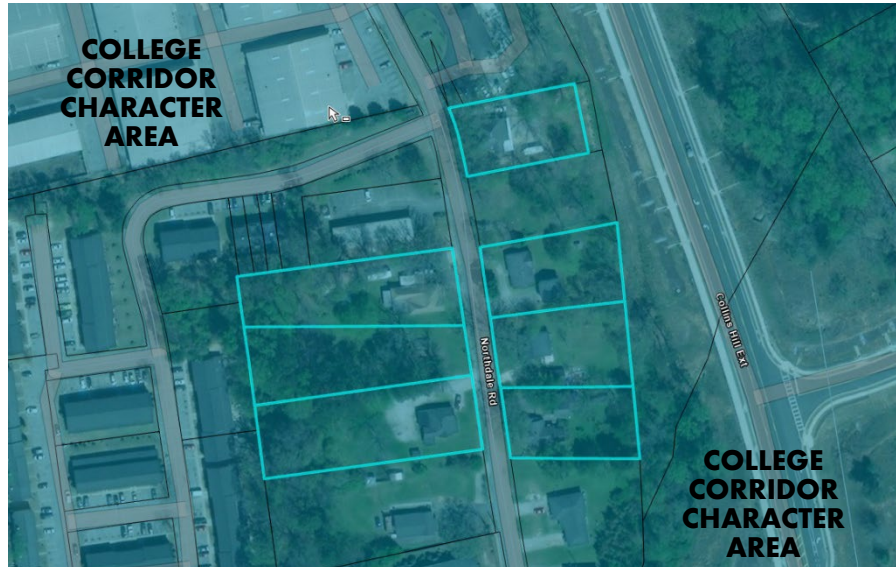


LAWRENCEVILLE

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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.



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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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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

18.

Planning & Development

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

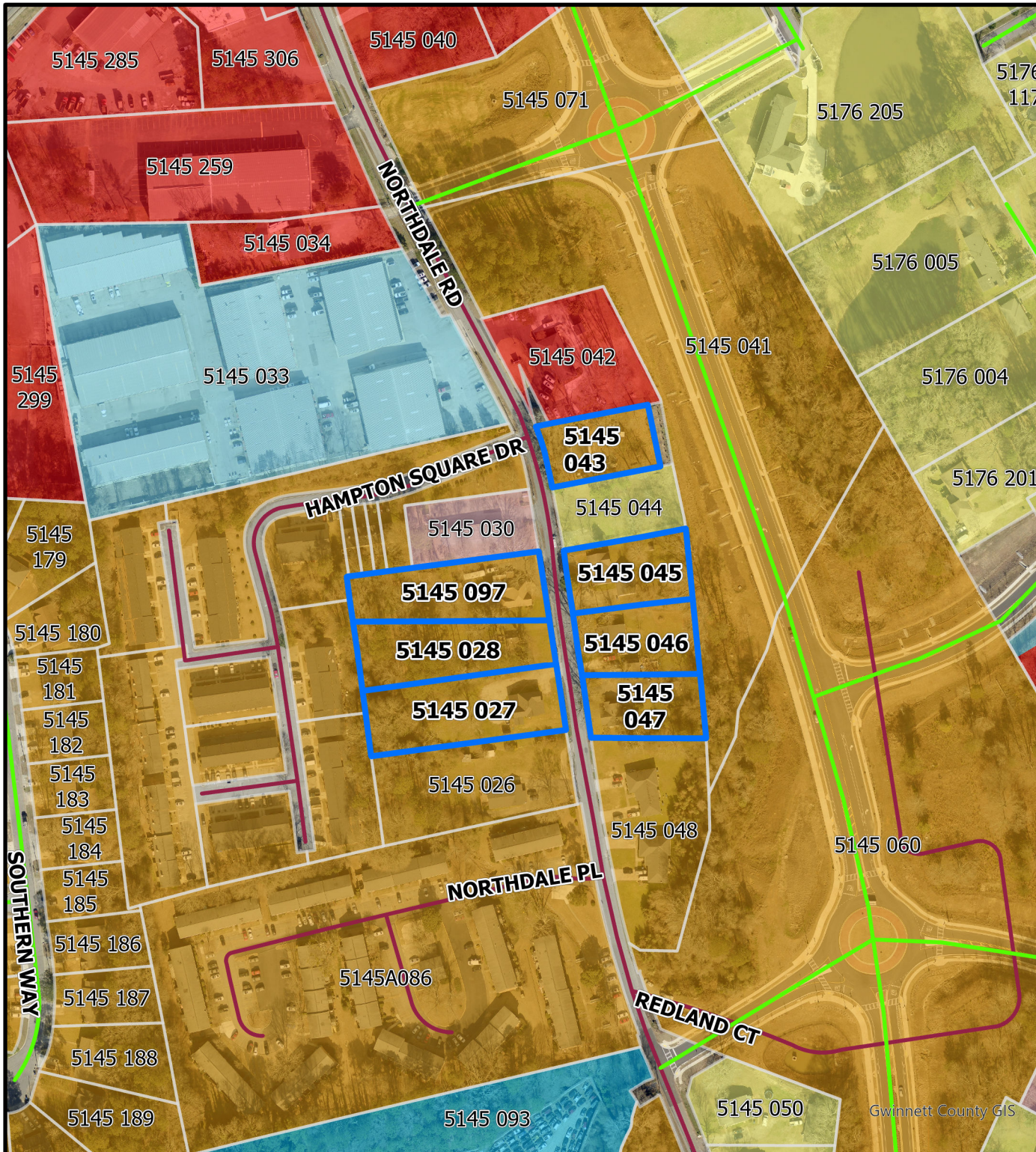
RECOMMENDED CONDITIONS_01182023

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

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

 LM Light Manufacturing

 HM Heavy Manufacturing

 OI Office/Institutional

 RM-12 Multifamily Residential

 RS-150 Single-Family Residential



0 125 250



LAWRENCEVILLE

GEORGIA

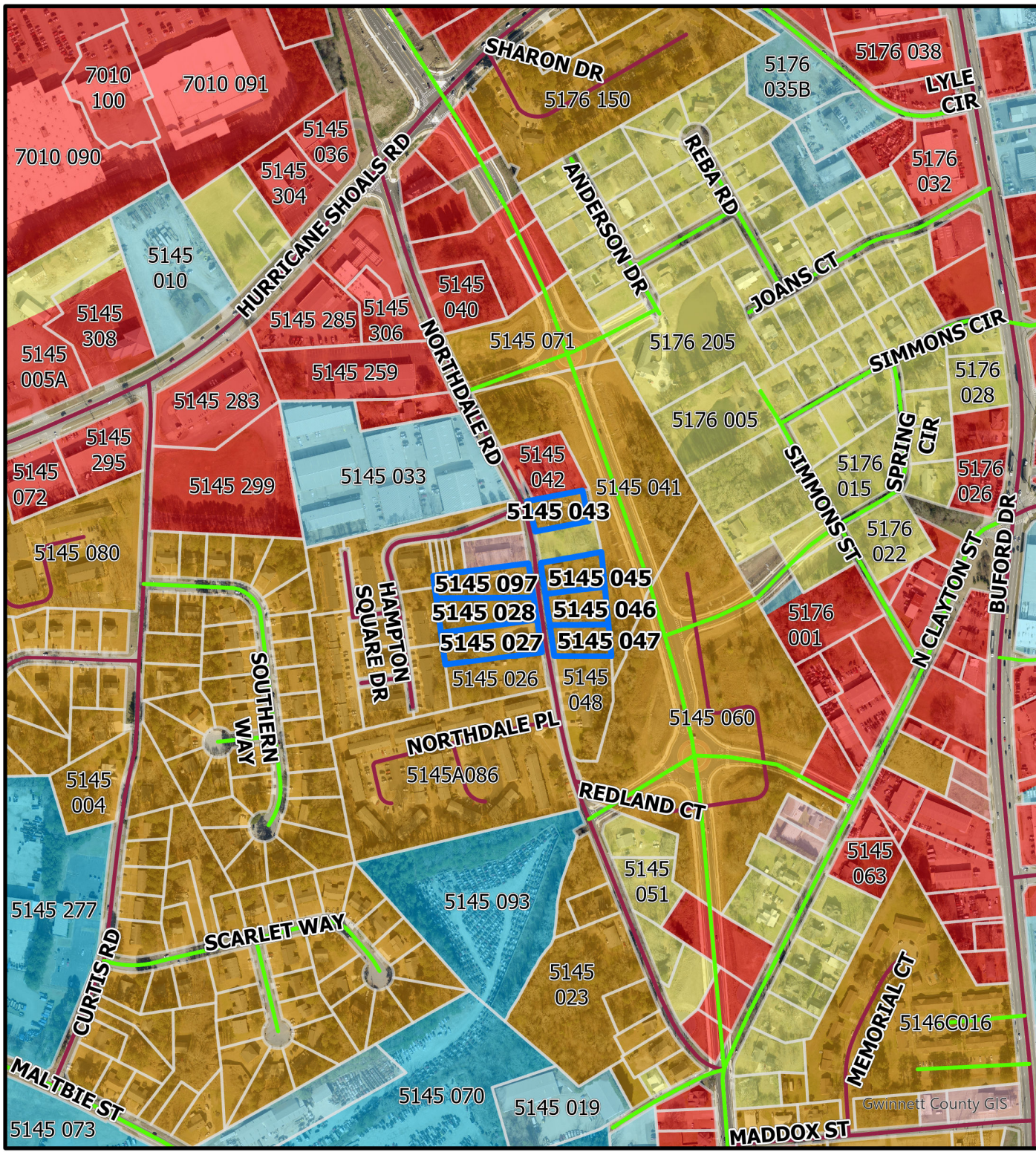
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

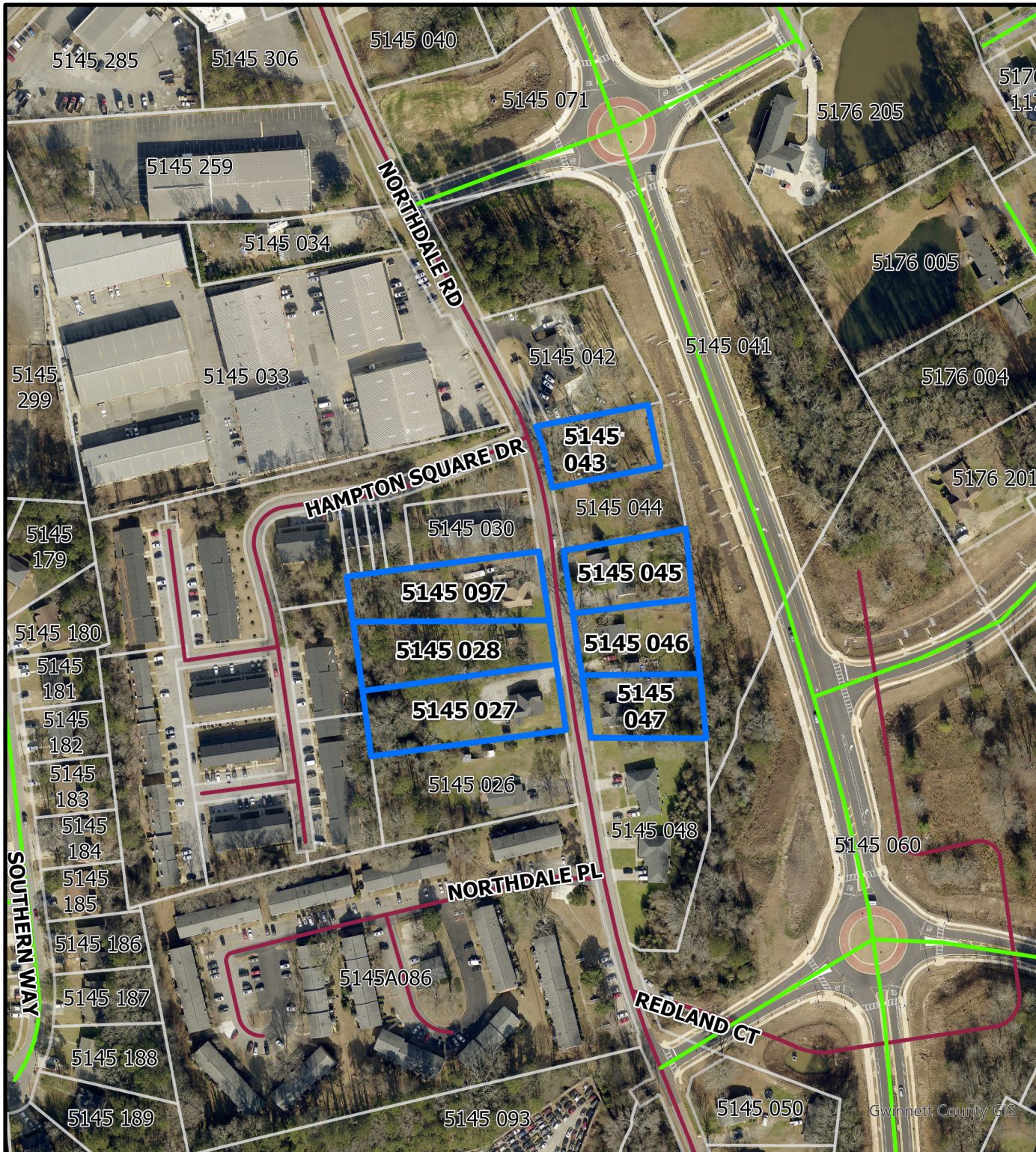
File # RZR2022-00015

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



0 250 500



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



0 125 250



LAWRENCEVILLE

GEORGIA

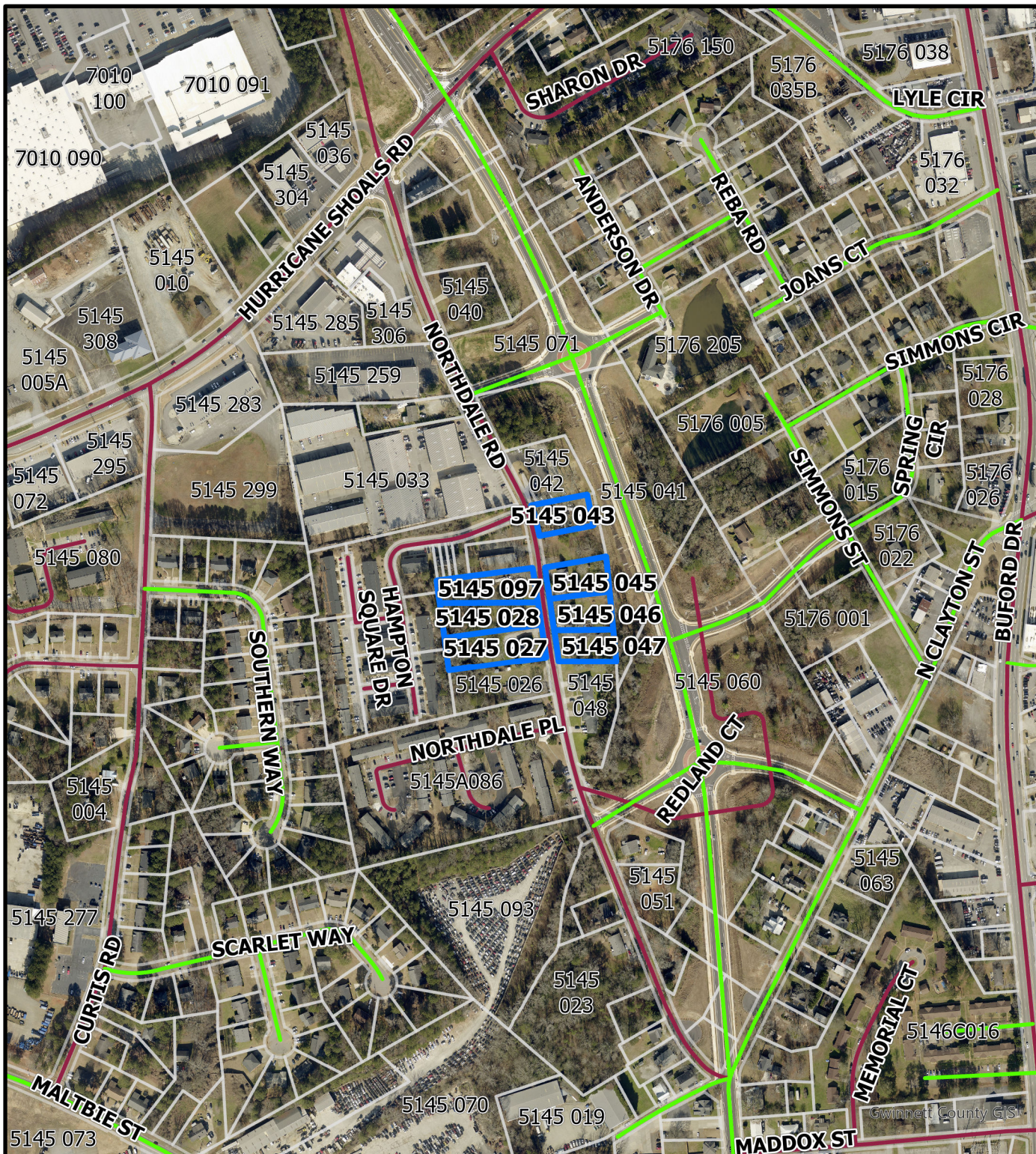
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2022-00015

Applicant: Todd Hargrave

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



0 250 500



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING FEBRUARY 27, 2023

AGENDA CATEGORY: NEW 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:	Monday, February 27, 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



LAWRENCEVILLE

19.

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

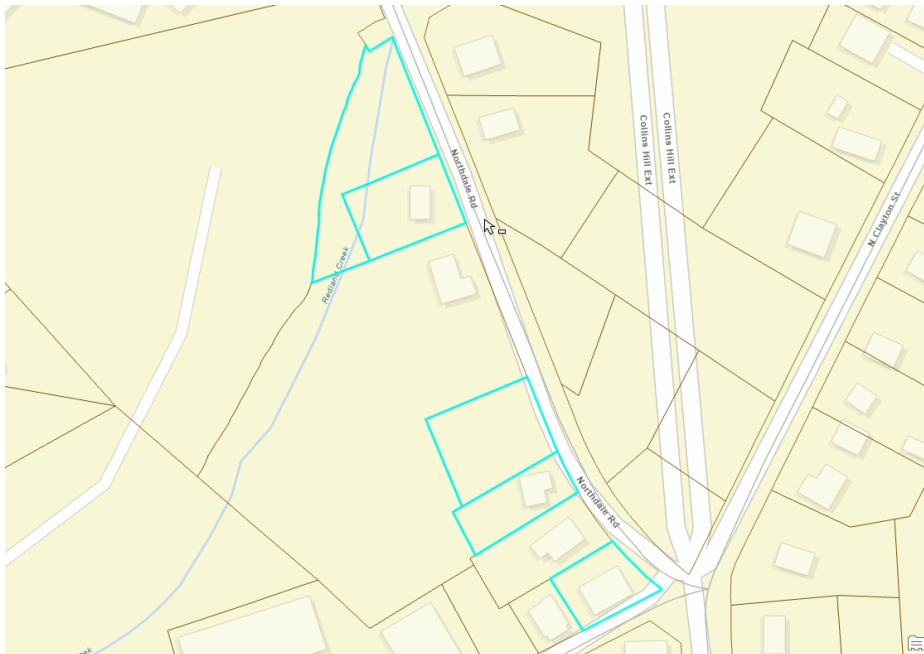
APPROXIMATE ACREAGE: 1.82

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





LAWRENCEVILLE

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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 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

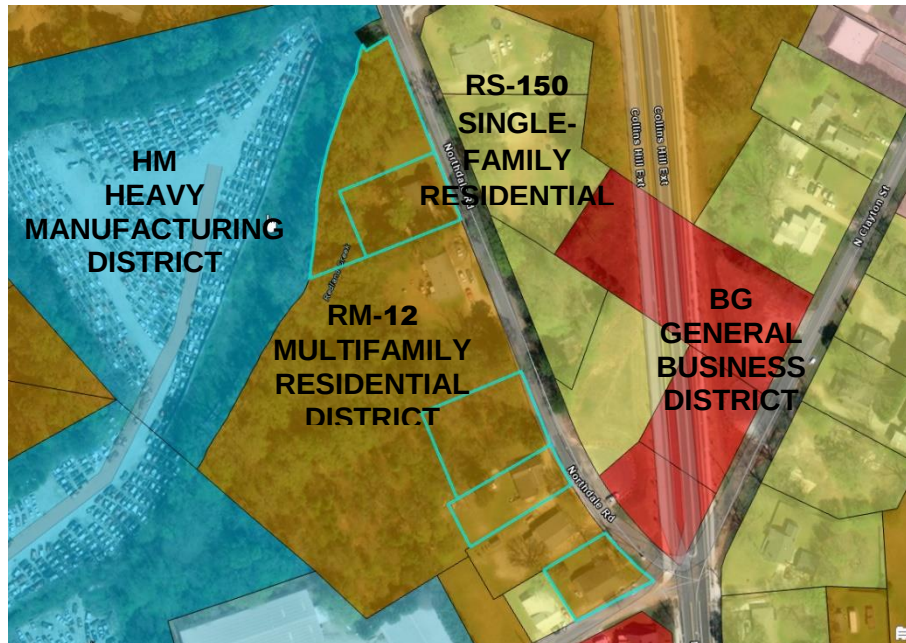


LAWRENCEVILLE

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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

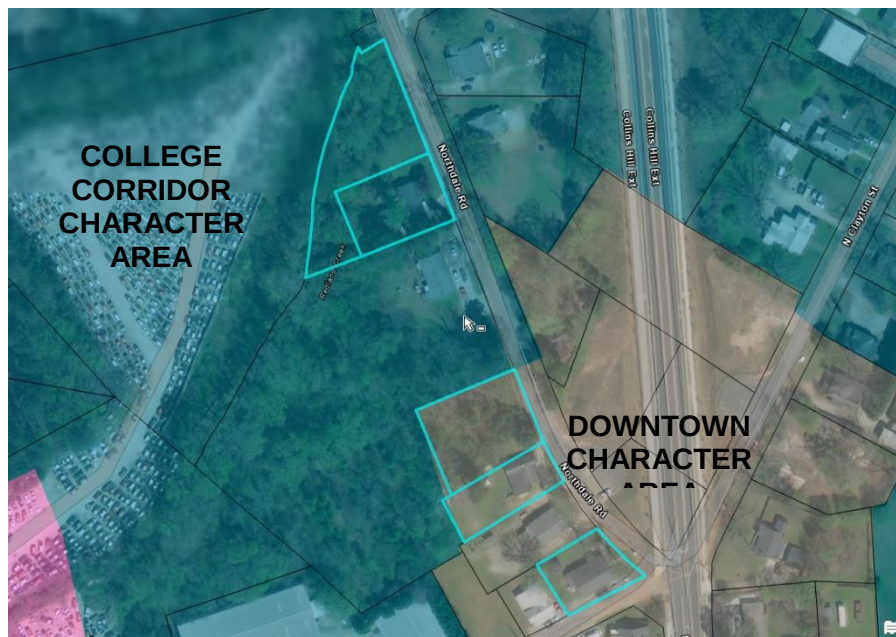


LAWRENCEVILLE

Planning & Development

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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19.

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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

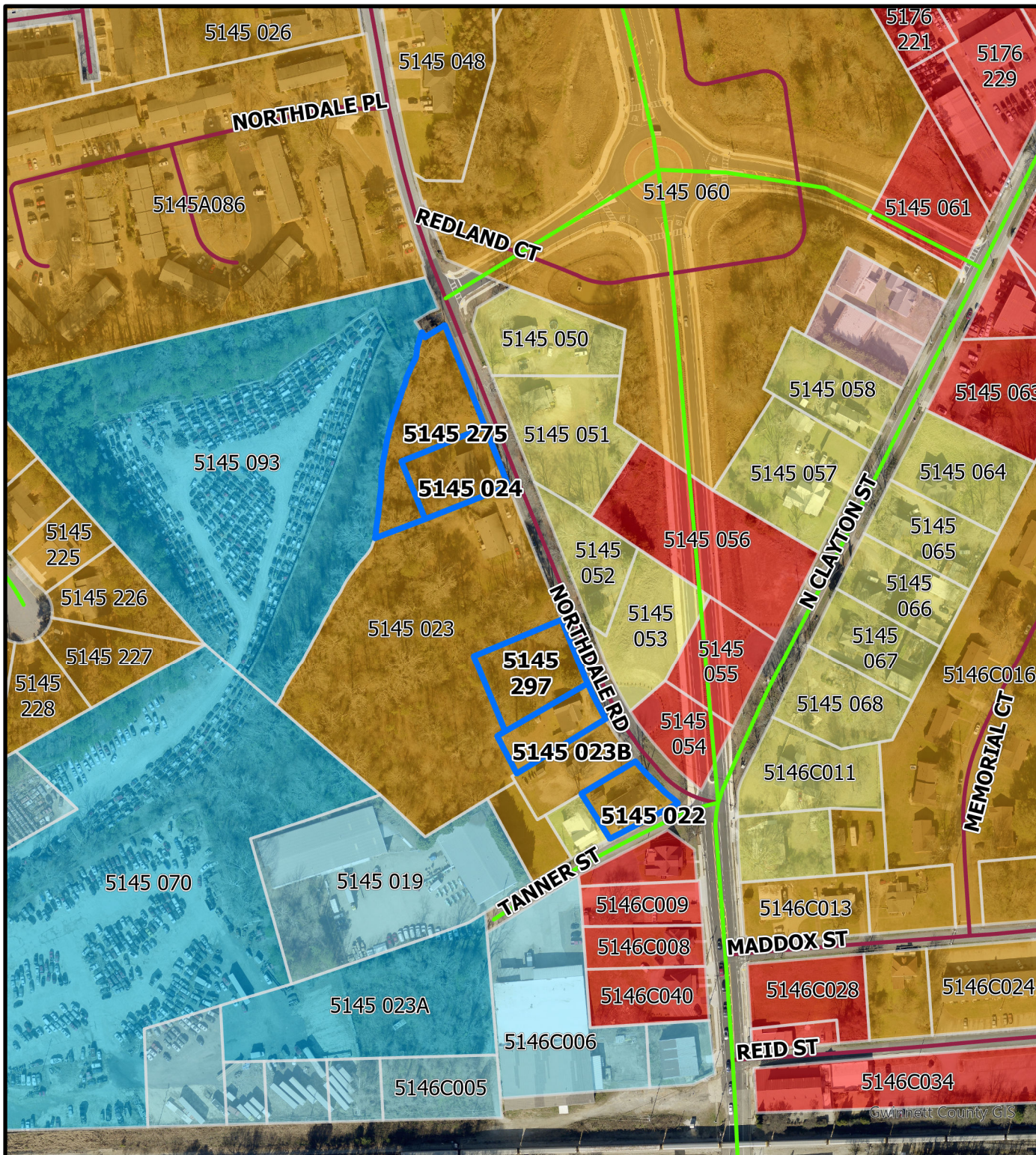
Approval of an RS-150 (Single-Family Residential District), subject to the following enumerated conditions:

- 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.



LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2022-00016

Applicant: Todd Hargrave

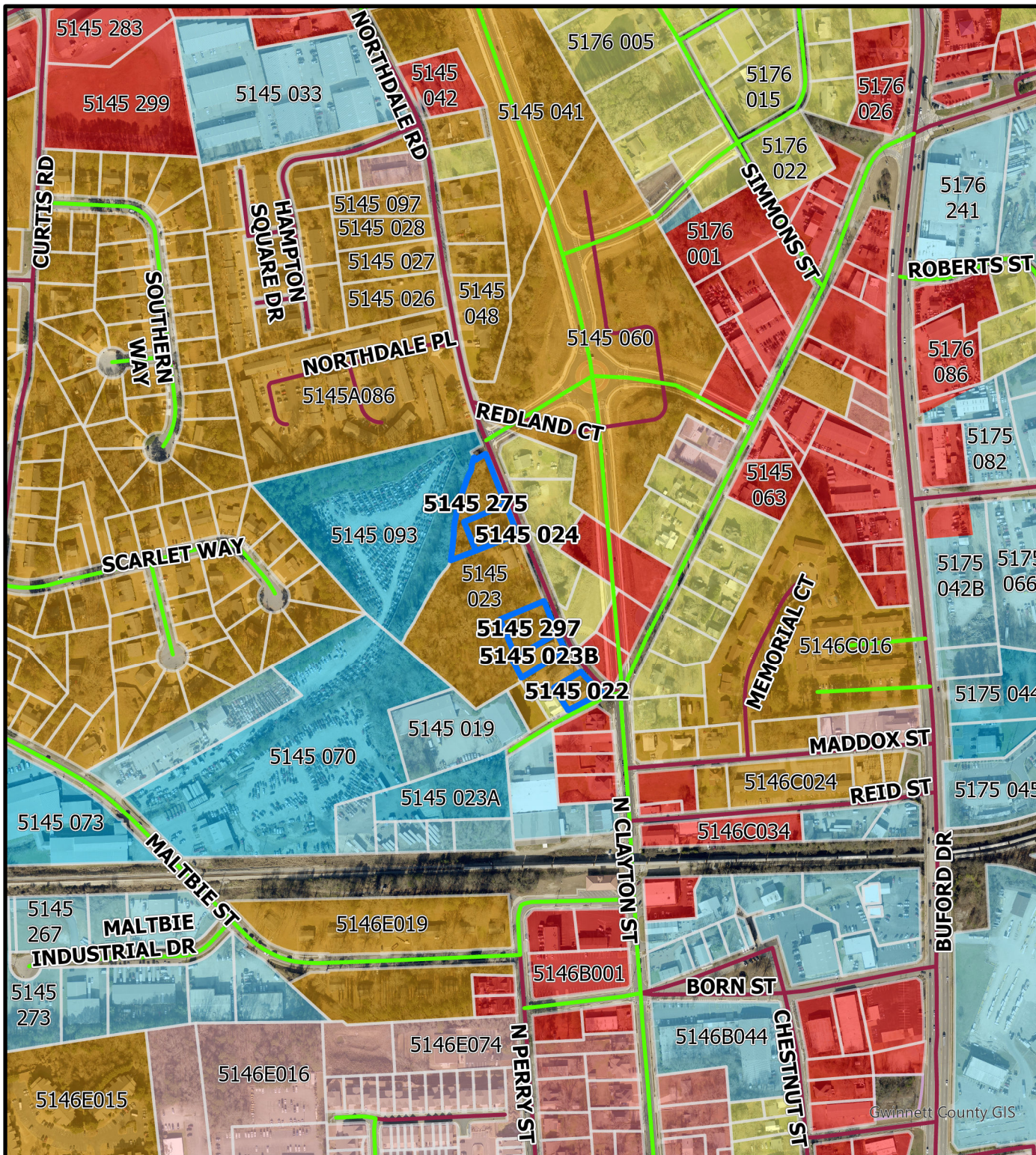
-  Subject Properties
-  Parcels
-  City Maintained Streets
-  County Maintained Streets

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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GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2022-00016

Applicant: Todd Hargrave

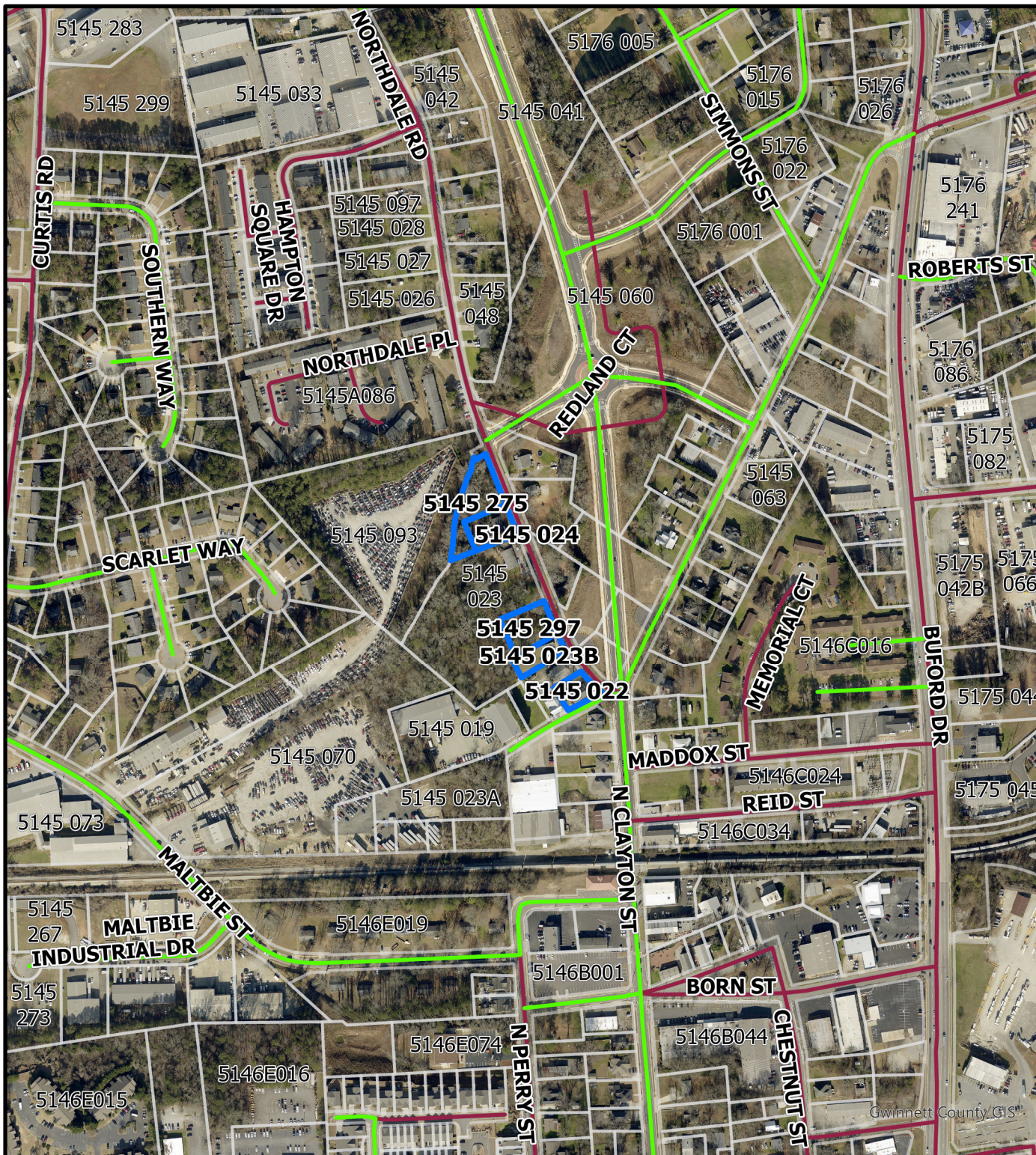
-  Subject Properties
-  Parcels
-  City Maintained Streets
-  County Maintained Streets

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>



0 250 500



LAWRENCEVILLE

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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



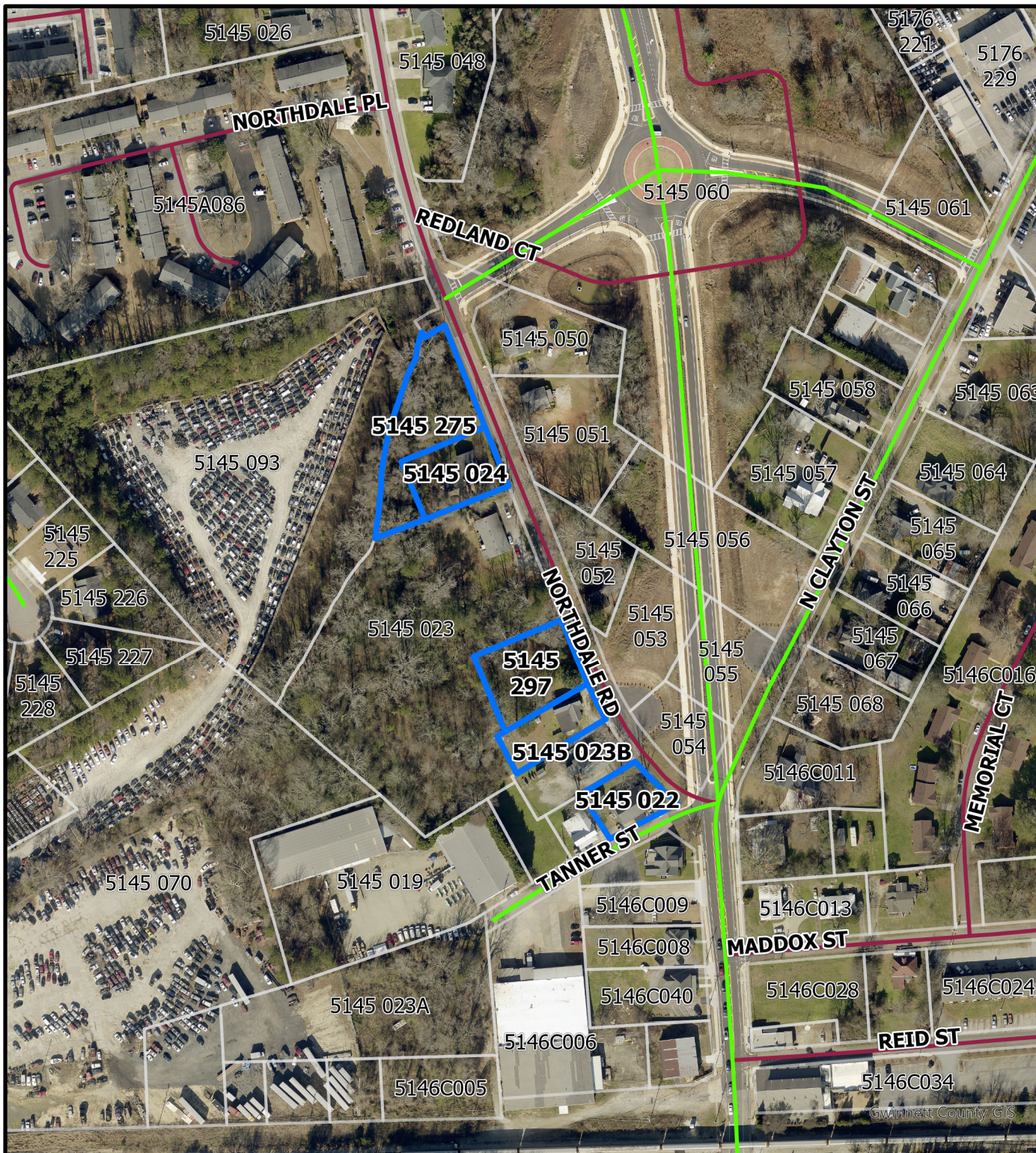
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Location Map & Surrounding Areas

Applicant: Todd Hargrave

-  Subject Properties
 Parcels
 City Maintained Streets
 County Maintained Streets



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LAWRENCEVILLE

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AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Monday, February 27, 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 is 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

20.



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20.

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

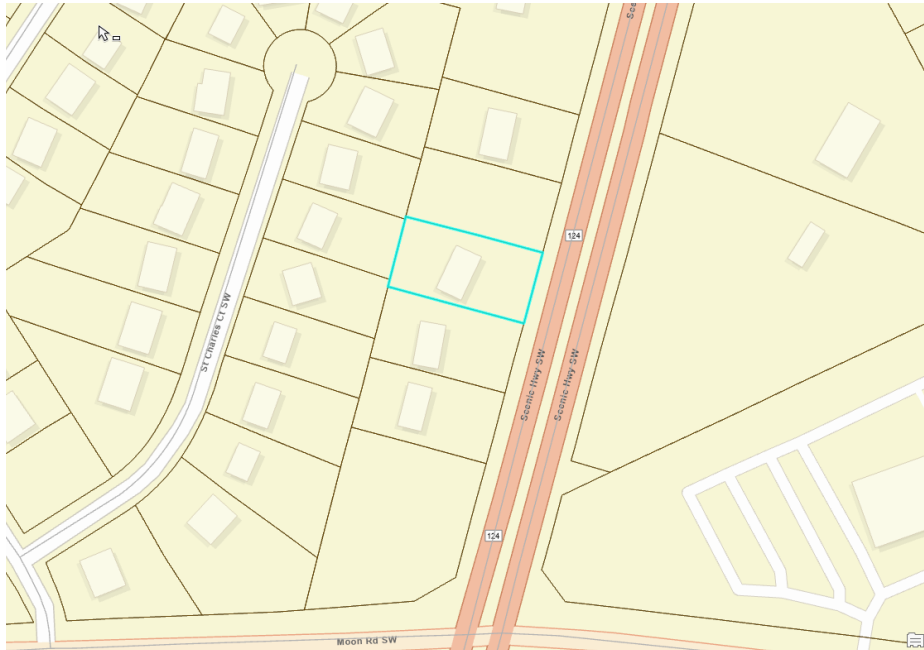
APPROXIMATE ACREAGE: 0.45

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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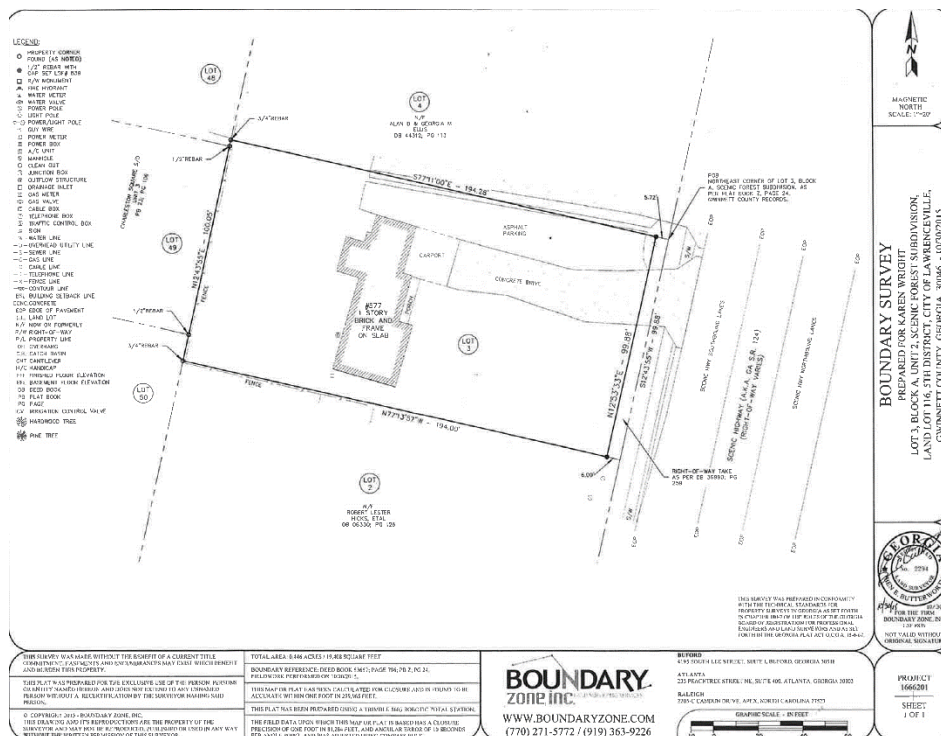
ZONING HISTORY

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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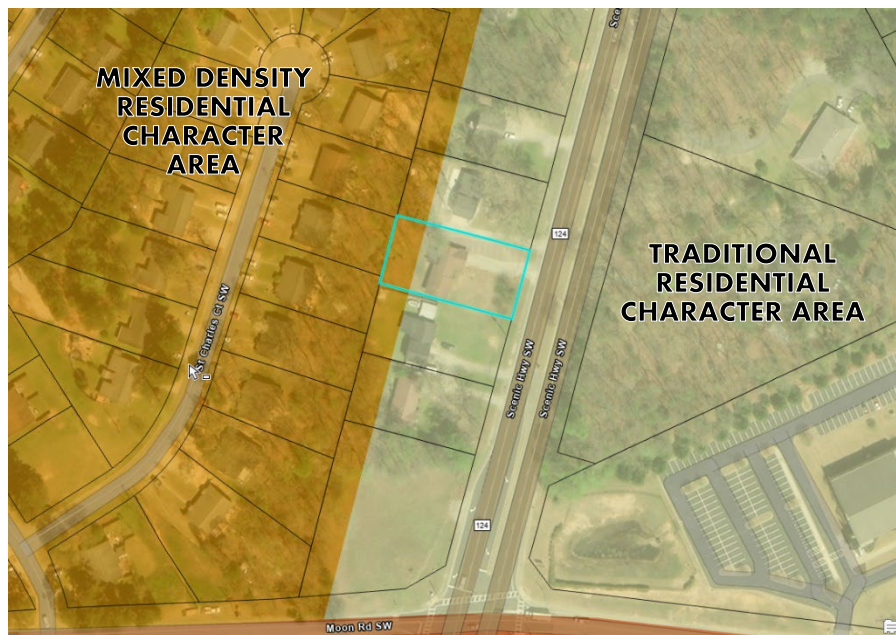
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Planning & Development

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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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

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



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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

GEORGIA

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 OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

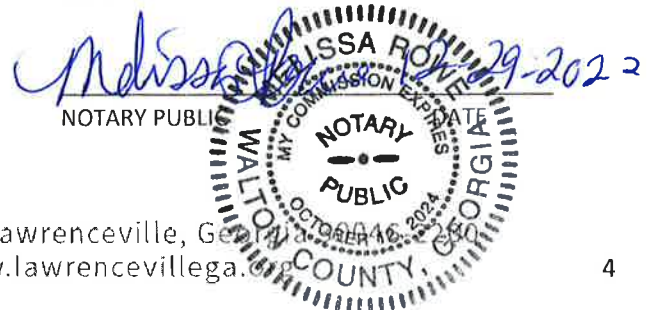
TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

NOTARY PUBLIC

DATE



St • PO Box 2200 • Lawrenceville, Georgia
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

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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? 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

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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.

<u>Fee:</u>
< 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.

<u>Fee:</u>
< 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.

<u>Fee:</u>
< 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:

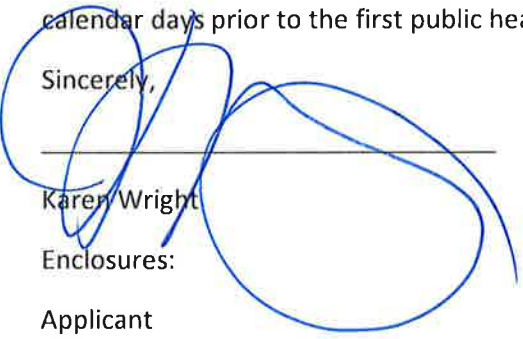
Please be advised that **Karen Wright** has applied for a rezoning of property located at 577 Scenic Highway, Lawrenceville, GA 30046 from **O&I** to residential to allow residential use.

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.

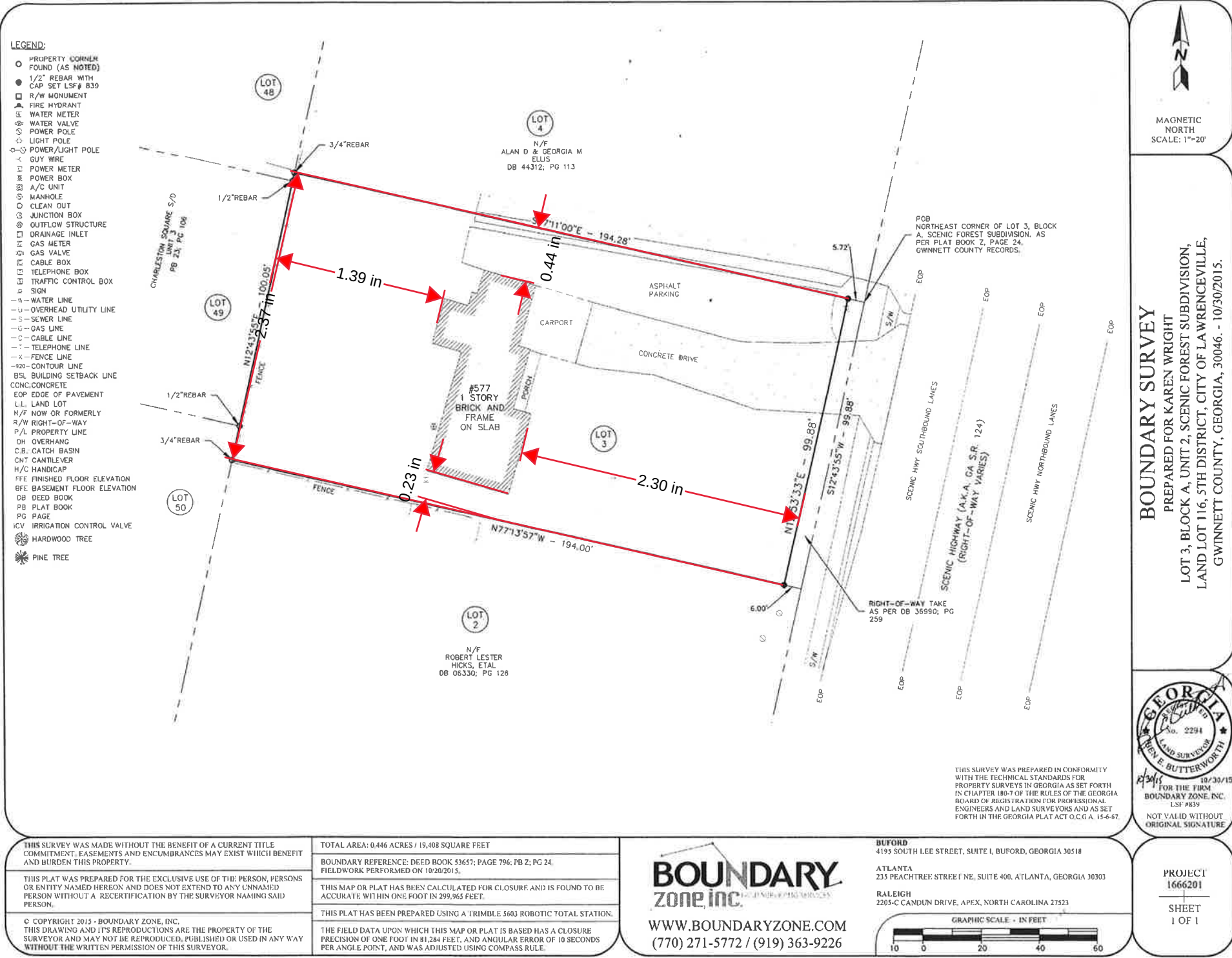
Sincerely,

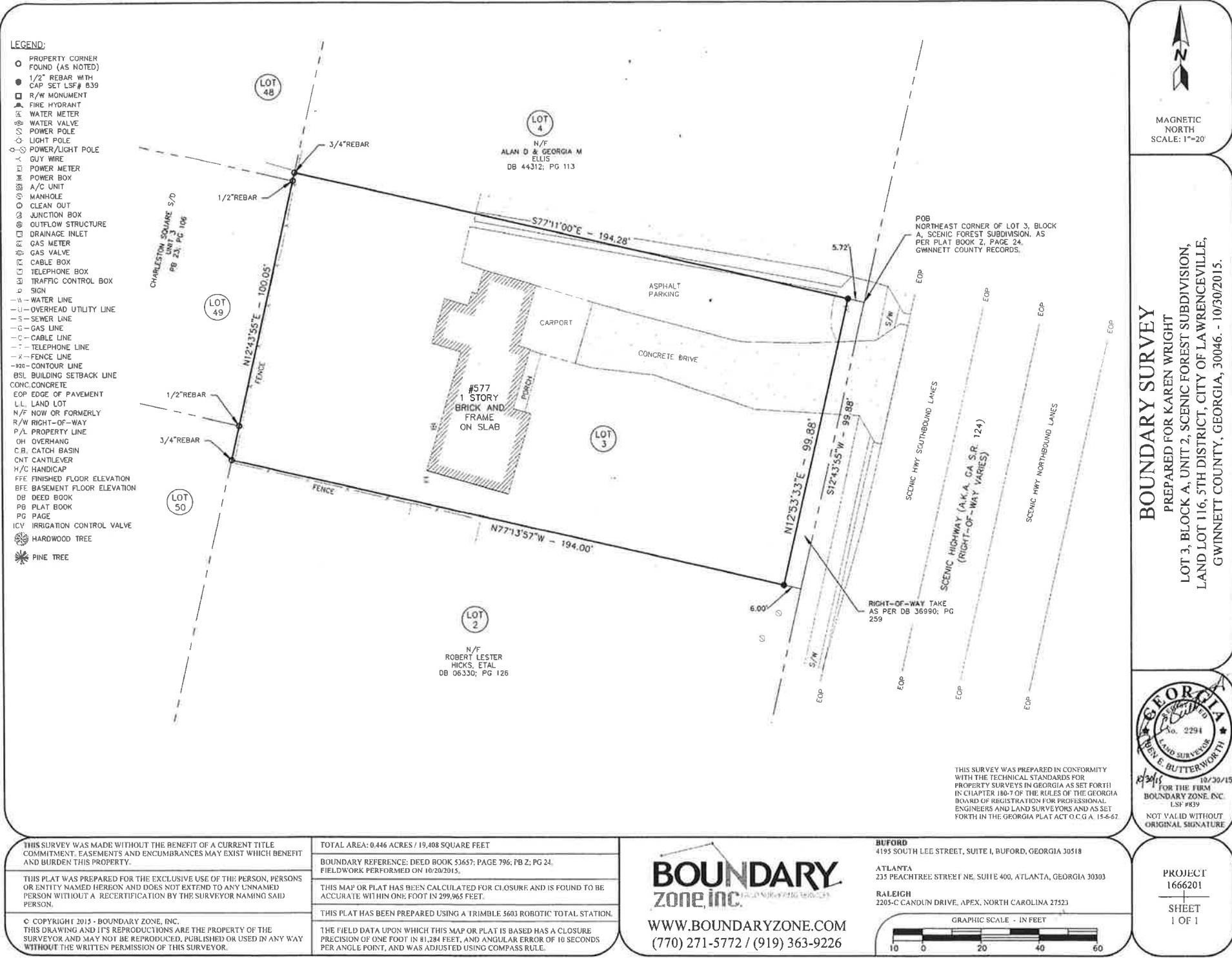


Karen Wright

Enclosures:

Applicant







LAWRENCEVILLE

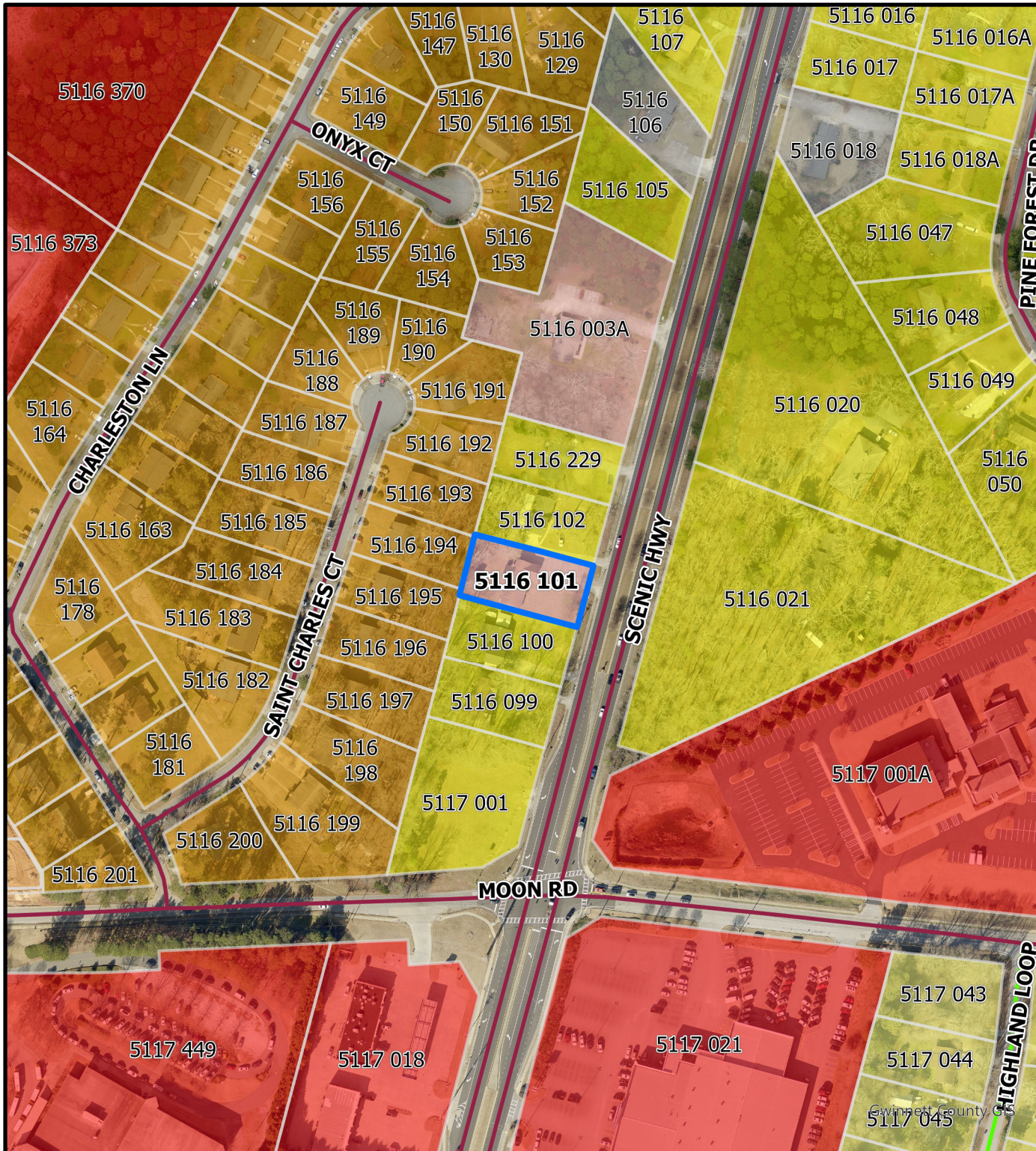
GEORGIA

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



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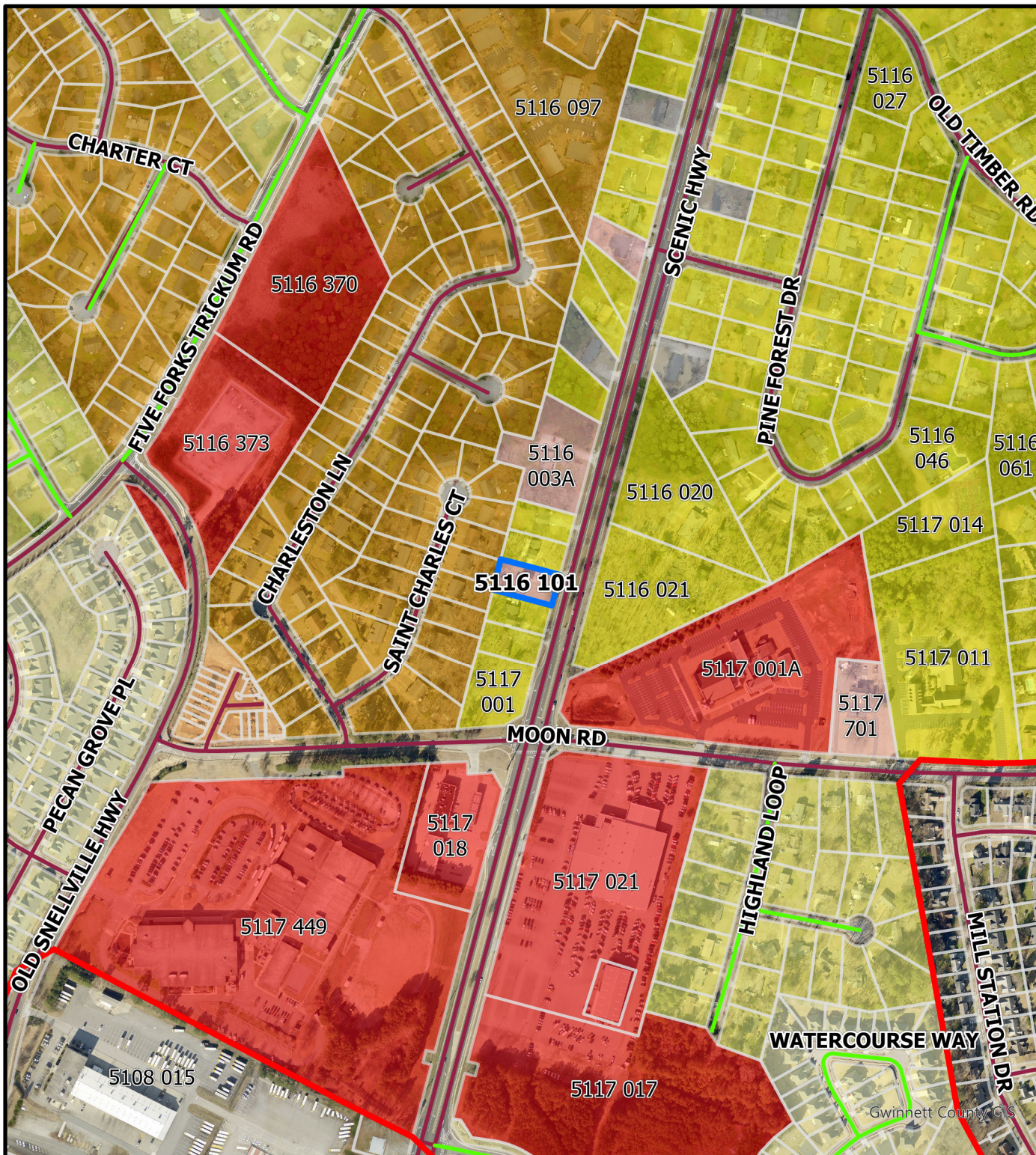
The City of Lawrenceville
Planning & Development

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



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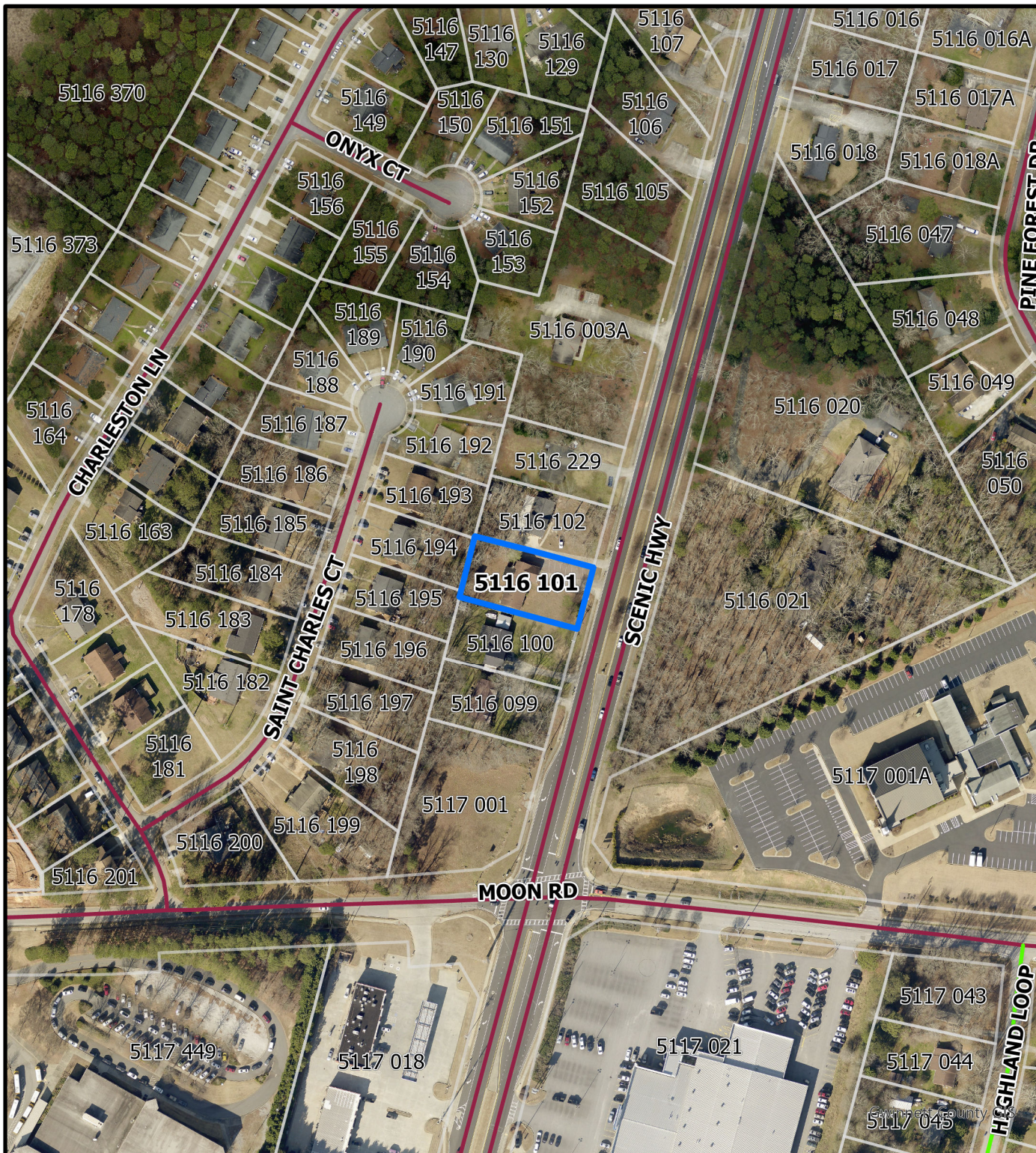
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Applicant: Karen Wright

-  Subject Property
 Parcels
 City Maintained Streets
 County Maintained Streets



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LAWRENCEVILLE

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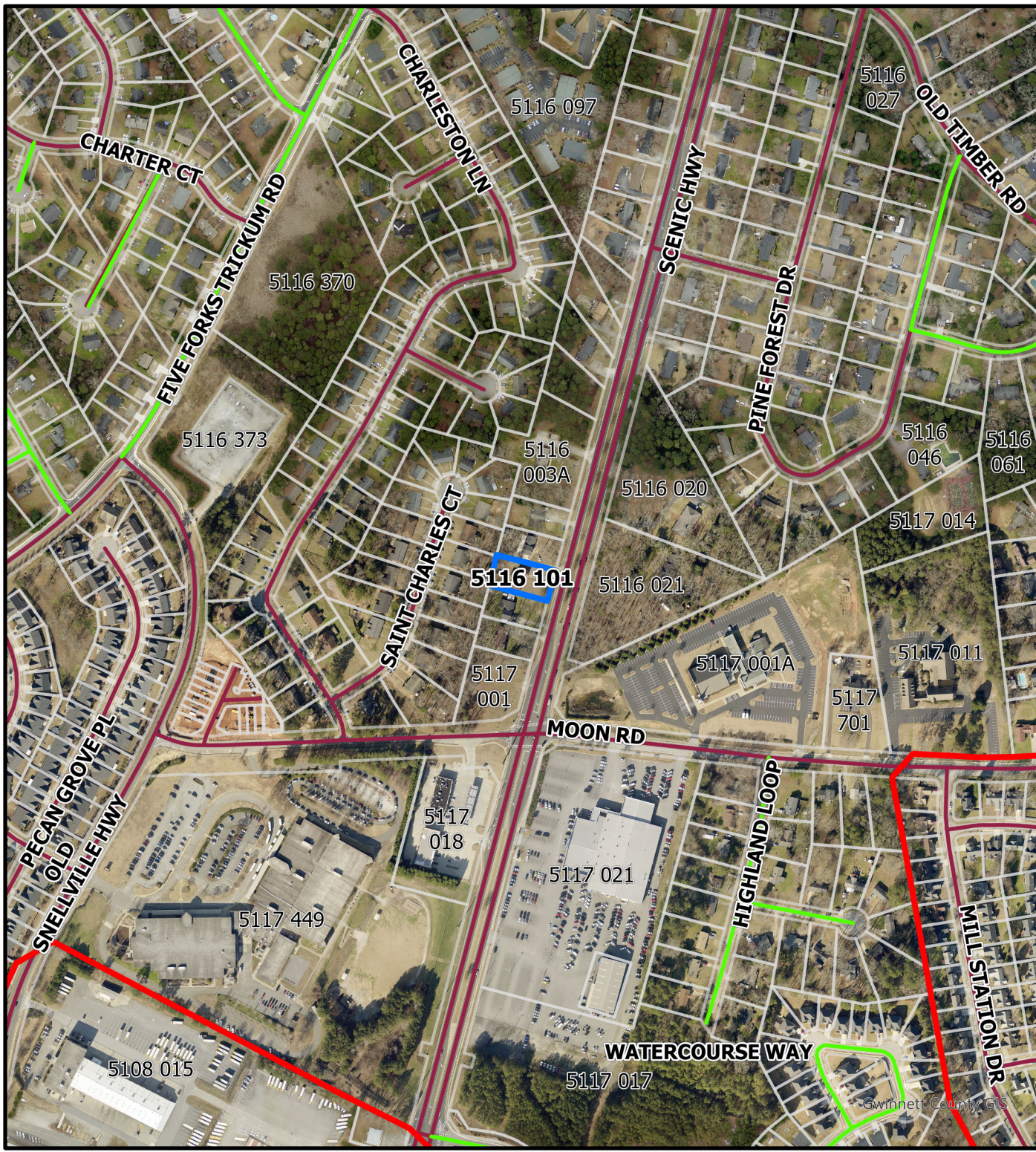
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2022-00017

Applicant: Karen Wright

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



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LAWRENCEVILLE

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AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Monday, February 27, 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)

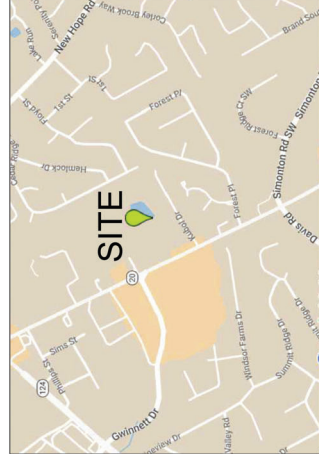
Attach additional sheets if necessary to disclose or describe all contributions/gifts.

[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
ADDITIONAL PARKING:	(9'X20') 10 SPACES



SITE LOCATION MAP (NOT TO SCALE)

LDS

Email: LDS@louisiana.gov
Phone: 504-811-1234

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

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

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:

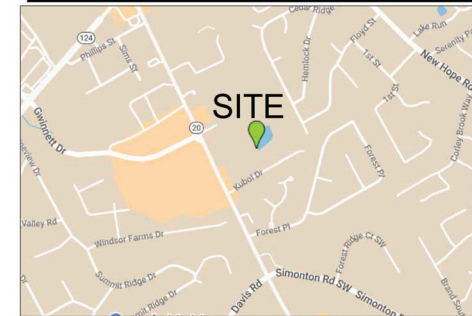
ZONING BUFFER: 25-FT (ABUTS RS-60)
50-FT (ABUTS RS-150)

EXTERNAL SETBACK:
FRONT SETBACK 25-FT
SIDE SETBACK 20-FT
ALONG MAJOR ARTERIAL 40-FT
REAR SETBACK 20-FT

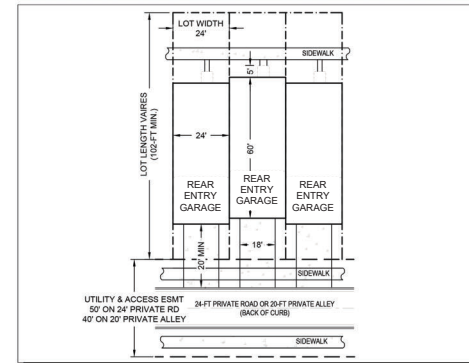
INTERNAL SETBACK: 20-FT GRASS STRIP
(BETWEEN BLDG & INTERIOR PRIVATE DRIVES)

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

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'

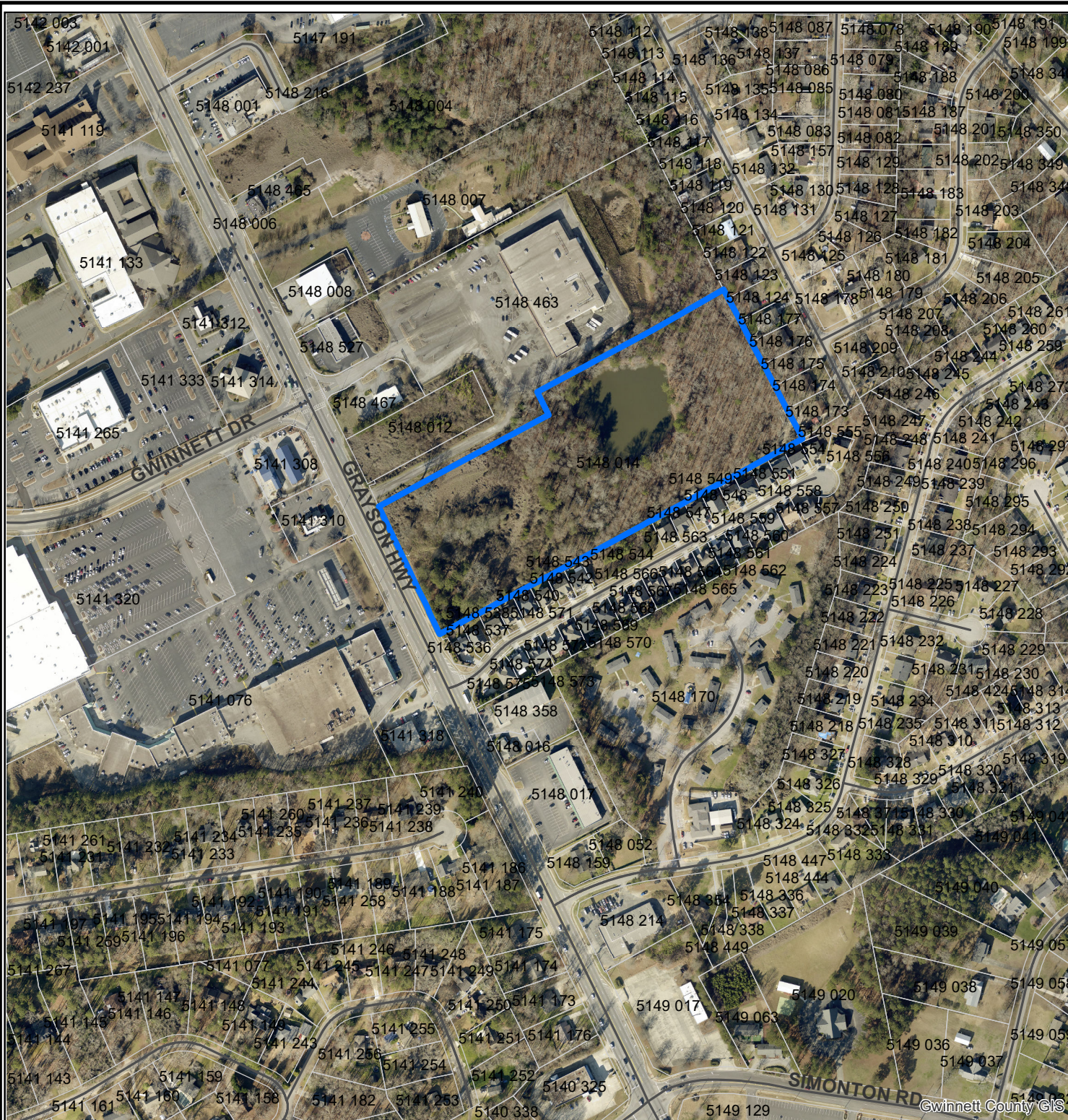
SHEET TITLE
CONCEPT SITE PLAN
SHEET NUMBER







Ashton T201 & Brayton T202 Front Load 24'



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

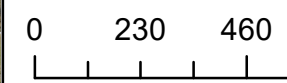
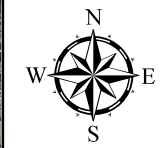
Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

-  Subject Property
-  Parcels
-  Roads



*The City of Lawrenceville
Planning & Development*

File # RZR2022-00011

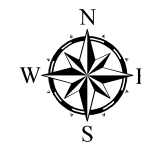
Applicant: Fairlane Capitol LLC

Legend

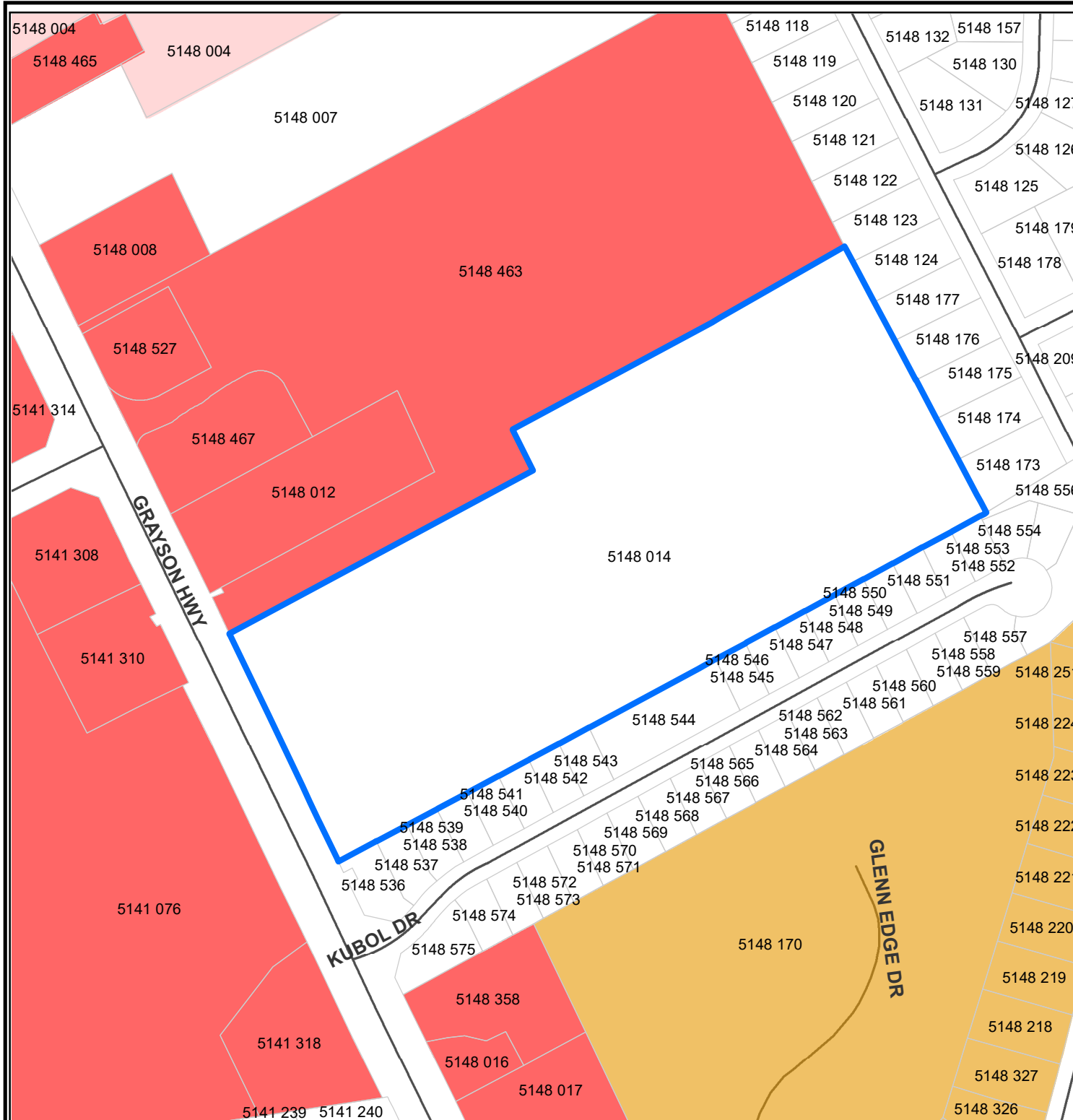
- ☒ Subject Property
☐ Parcels

Zoning Districts

-  BG General Business
 OI Office Institutional
 RM-12 General Residence
 Roads



0	125	250
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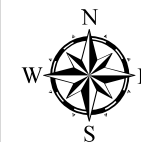


*The City of Lawrenceville
Planning & Development*

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

 Subject Property
 Parcels
 Roads



0	125	250
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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, FEBRUARY 27, 2023

AGENDA CATEGORY: COUNCIL BUISNESS NEW BUISNESS

Item:	An Ordinance Establishing the Regulation for the Renaming of Streets
Department:	Engineering
Date of Meeting:	Monday, February 27, 2023
Fiscal Impact:	None
Presented By:	Jim Wright, P.E., City Engineer
Action Requested:	Approve the Ordinance establishing Section 32.2 (Regulation for the Renaming of Streets) of Article I (In General), of Chapter 32 (Streets, Sidewalks and other Public Property)

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 CHAPTER 32, ARTICLE 1, SECTION 32.2 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 the establishment of Section 32.2 (Regulation for the Renaming of Streets) of Article I (In General), of Chapter 32 (Streets, Sidewalks and other Public Property) as follows:

Sec. 32-2. Regulation for the renaming of streets.

(a) Applicability

- 1) 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.
- 2) Proposed street shall be a street residing within the City Limits of Lawrenceville, GA and be owned and maintained by the City.
- 3) The proposed name change shall be effective for the entire length of the street that resides within the limits of the City.
- 4) 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; or
 - b. It commemorates local history, places, events or culture; or
 - c. It will strengthen neighborhood identity.
- 5) Proposed street name should follow the current subdivision regulation requirements for the naming of streets.
- 6) Commercial names where usage of such name would amount to advertising is prohibited.

(a) Procedure and Application

- 1) 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; and
 - b. Existing name of street and the proposed name change; and
 - c. Reason for requesting change and how it complies with this Ordinance; and
 - d. Map showing street affected by change; and
 - e. The name, address, email and telephone number of the person requesting the name change.
- 2) 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.
- 3) Applications affecting the same street shall not be submitted more than once every 24 months.
- 4) An application fee of \$500.00 shall be due for the administrative costs associated with processing the request. Government units are exempt from the application fee.
- 5) 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.

Secs. 32-3 - 32.18. – Reserved.

Except as amended in this Ordinance, all other provisions of Chapter 32 of the Code of the City of Lawrenceville, Georgia, shall remain in full force and effect.

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

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, FEBRUARY 27, 2023

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Proposed Name of Collins Hill Extension Project
Department:	Engineering
Date of Meeting:	Monday, February 27, 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: REGULAR MEETING, FEBRUARY 27, 2023

AGENDA CATEGORY: NEW BUSINESS

Item:	Renewal and Expansion of Comcast Fiber Data Lines
Department:	Information Technology
Date of Meeting:	Monday, February 27, 2023
Fiscal Impact:	\$9,935 per month
Presented By:	Nathan Tullis, Senior Systems Analyst
Action Requested:	Approval to contract with Comcast to provide fiber data lines and Internet service for \$9,935 per month for a term of 60 months and to authorize the Mayor to execute any necessary agreements pending the City Attorney's review and approval.

Summary: Staff is seeking approval to contract with Comcast to provide fiber data lines and Internet service to eight City owned facilities.

Background: Over the past several years, the City has contracted with Comcast to provide fiber data lines for network connectivity and internet service at City Hall, Public Works, and the Police Department. As this service is up for renewal, there is a need for additional expanded service to support the new Security Camera system at the City facilities.

To meet this need, we propose adding new fiber service at the City's two Parking Decks, two Performing Arts facilities, and The Lawn. Service lines will be expanded at City Hall, Public Works, and the Police Department to supply the additional bandwidth required.

Fiscal Impact: \$9,935 per month for a term of 60 months. This will be funded by the Operating Budget (1001537-523210).

Attachments/Exhibits:

Comcast Sales Order - Renewal - 2023-02.pdf

Comcast Sales Order - Expanded Service - 2023-02.pdf

MSA ID#: GA-1363496-dbenn

SO ID#: GA-1363496

Account Name: City of Lawrenceville

24.

CUSTOMER INFORMATION (for notices)

Primary Contact: Kyle Parker

Billing Account Name City of Lawrenceville

INVOICE ADDRESS

Title: Information Technologies Director

Billing Name

Address 1: 70 S Clayton ST PO BOX 2200

Address 1: 70 S Clayton ST PO BOX 2200

Billing Contact: Kyle Parker

Address 2:

Address 2:

Title: Information Technologies Director

City: Lawrenceville

City: Lawrenceville

Phone: 6784076406

State: GA

State: GA

Cell:

Zip Code: 30046

Zip: 30046

Fax:

Tax Exempt:

Phone: 6784076406

Email: Kyle.Parker@LawrencevilleGA.Org

* If Yes, please provide and attach all applicable tax exemption certificates

Cell:

Fax:

Email: Kyle.Parker@LawrencevilleGA.Org

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00

Change Monthly Recurring Charges:	\$7,035.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$7,035.00

Total Monthly Recurring Charges:	\$7,035.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$7,035.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

Total Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature:

Signature:

Sales Rep:

Orit Evans

Name:

Name:

Sales Rep E-Mail:

orit_evans@comcast.com

Title:

Title:

Region:

Big South

Date:

Date:

Division:

Central

COMCAST
BUSINESSCOMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: City of Lawrenceville

Date: 2/13/2022

MSA ID#: GA-1363496-dbenn

SO ID#: GA-1363496

Short Description of Service:

EDI and ENS Network

Service Term: 60 MONTHS

PAGE 2 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	EDI - Network Interface - Gig E	Port	City Hall / 70 Souh clayton Street	-	Interstate	1	\$0.00	\$0.00
002	New	Add	EDI - Bandwidth	500 Mbps	City Hall / 70 Souh clayton Street	-	Interstate	1	\$980.00	\$0.00
003	New	Add	EDI - Network Interface - Gig E	Port	Public Works / 435 West Pike Stre	-	Interstate	1	\$0.00	\$0.00
004	New	Add	EDI - Bandwidth	500 Mbps	Public Works / 435 West Pike Stre	-	Interstate	1	\$980.00	\$0.00
005	New	Add	EDI - Network Interface - Gig E	Port	Arts Center / 125 N Clayton St	-	Interstate	1	\$0.00	\$0.00
006	New	Add	EDI - Bandwidth	500 Mbps	Arts Center / 125 N Clayton St	-	Interstate	1	\$980.00	\$0.00
007	New	Add	EDI - Network Interface - Gig E	Port	Bobby Sikes Performing Arts Cente	-	Interstate	1	\$0.00	\$0.00
008	New	Add	EDI - Bandwidth	500 Mbps	Bobby Sikes Performing Arts Cente	-	Interstate	1	\$980.00	\$0.00
009	New	Add	EDI - Network Interface - Gig E	Port	Parking Deck 1 / 147 E Corgan St	-	Interstate	1	\$0.00	\$0.00
010	New	Add	EDI - Bandwidth	200 Mbps	Parking Deck 1 / 147 E Corgan St	-	Interstate	1	\$525.00	\$0.00
011	New	Add	EDI - Network Interface - Gig E	Port	Lawrenceville Lawn and Ampitheatr	-	Interstate	1	\$0.00	\$0.00
012	New	Add	EDI - Bandwidth	200 Mbps	Lawrenceville Lawn and Ampitheatr	-	Interstate	1	\$525.00	\$0.00
013	New	Add	EDI - Network Interface - Gig E	Port	Parking Deck 2 / 225 Luckie St	-	Interstate	1	\$0.00	\$0.00
014	New	Add	EDI - Bandwidth	200 Mbps	Parking Deck 2 / 225 Luckie St	-	Interstate	1	\$525.00	\$0.00
015	New	Add	Ethernet Network Interface - Gig E	Port	City Hall / 70 Souh clayton Street	-	Interstate	1	\$158.83	\$0.00
016	New	Add	ENS - Basic Network Bandwidth	1000 Mbps	City Hall / 70 Souh clayton Street	-	Interstate	1	\$491.17	\$0.00
017	New	Add	Ethernet Network Interface - Gig E	Port	Police department / 300 Jackson S	-	Interstate	1	\$130.88	\$0.00
018	New	Add	ENS - Basic Network Bandwidth	500 Mbps	Police department / 300 Jackson S	-	Interstate	1	\$314.12	\$0.00
019	New	Add	Ethernet Network Interface - Gig E	Port	Public Works / 435 West Pike Stre	-	Interstate	1	\$130.88	\$0.00
020	New	Add	ENS - Basic Network Bandwidth	500 Mbps	Public Works / 435 West Pike Stre	-	Interstate	1	\$314.12	\$0.00
021	-	-			-	-			\$0.00	\$0.00
022	-	-			-	-			\$0.00	\$0.00
023	-	-			-	-			\$0.00	\$0.00
024	-	-			-	-			\$0.00	\$0.00
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043	-	-			-	-			\$0.00	\$0.00
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047	-	-			-	-			\$0.00	\$0.00
048	-	-			-	-			\$0.00	\$0.00
049	-	-			-	-			\$0.00	\$0.00
050	-	-			-	-			\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$7,035.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Lawrenceville

Date: 2/13/2022

MSA ID#: GA-1363496-dbenn

SO ID#: GA-1363496

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	-	-			-	-			\$0.00	\$0.00
052	-	-			-	-			\$0.00	\$0.00
053	-	-			-	-			\$0.00	\$0.00
054	-	-			-	-			\$0.00	\$0.00
055	-	-			-	-			\$0.00	\$0.00
056	-	-			-	-			\$0.00	\$0.00
057	-	-			-	-			\$0.00	\$0.00
058	-	-			-	-			\$0.00	\$0.00
059	-	-			-	-			\$0.00	\$0.00
060	-	-			-	-			\$0.00	\$0.00
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071	-	-			-	-			\$0.00	\$0.00
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074	-	-			-	-			\$0.00	\$0.00
075	-	-			-	-			\$0.00	\$0.00
076	-	-			-	-			\$0.00	\$0.00
077	-	-			-	-			\$0.00	\$0.00
078	-	-			-	-			\$0.00	\$0.00
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081	-	-			-	-			\$0.00	\$0.00
082	-	-			-	-			\$0.00	\$0.00
083	-	-			-	-			\$0.00	\$0.00
084	-	-			-	-			\$0.00	\$0.00
085	-	-			-	-			\$0.00	\$0.00
086	-	-			-	-			\$0.00	\$0.00
087	-	-			-	-			\$0.00	\$0.00
088	-	-			-	-			\$0.00	\$0.00
089	-	-			-	-			\$0.00	\$0.00
090	-	-			-	-			\$0.00	\$0.00
091	-	-			-	-			\$0.00	\$0.00
092	-	-			-	-			\$0.00	\$0.00
093	-	-			-	-			\$0.00	\$0.00
094	-	-			-	-			\$0.00	\$0.00
095	-	-			-	-			\$0.00	\$0.00
096	-	-			-	-			\$0.00	\$0.00
097	-	-			-	-			\$0.00	\$0.00
098	-	-			-	-			\$0.00	\$0.00
099	-	-			-	-			\$0.00	\$0.00
100	-	-			-	-			\$0.00	\$0.00
101	-	-			-	-			\$0.00	\$0.00
102	-	-			-	-			\$0.00	\$0.00
* Services Location Details attached									Charges are Exclusive of Equipment Fees	
PAGE 3 SUBTOTAL:									\$0.00	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of LawrencevilleDate: 2/13/2022MSA ID#: GA-1363496-dbennSO ID#: GA-1363496

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	-	-			-	-			\$0.00	\$0.00
104	-	-			-	-			\$0.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	-	-			-	-			\$0.00	\$0.00
110	-	-			-	-			\$0.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	-	-			-	-			\$0.00	\$0.00
113	-	-			-	-			\$0.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	-	-			-	-			\$0.00	\$0.00
119	-	-			-	-			\$0.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	-	-			-	-			\$0.00	\$0.00
122	-	-			-	-			\$0.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	-	-			-	-			\$0.00	\$0.00
128	-	-			-	-			\$0.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	-	-			-	-			\$0.00	\$0.00
131	-	-			-	-			\$0.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	-	-			-	-			\$0.00	\$0.00
134	-	-			-	-			\$0.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	-	-			-	-			\$0.00	\$0.00
137	-	-			-	-			\$0.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	-	-			-	-			\$0.00	\$0.00
140	-	-			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	-	-			-	-			\$0.00	\$0.00
143	-	-			-	-			\$0.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	-	-			-	-			\$0.00	\$0.00
146	-	-			-	-			\$0.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	-	-			-	-			\$0.00	\$0.00
149	-	-			-	-			\$0.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	-	-			-	-			\$0.00	\$0.00
152	-	-			-	-			\$0.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00
* Services Location Details attached Charges are Exclusive of Equipment Fees PAGE 4 SUBTOTAL:									\$0.00	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 2/13/2022 MSA ID#: GA-1363496-dbenn SO ID#: GA-1363496 Account Name: City of Lawrenceville

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	City Hall	70 Souh clayton Street		lawrenceville	GA	30046	\$0.00				
2	Public Works	435 West Pike Stret		lawrenceville	GA	30046	\$0.00				
3	City Hall	70 Souh clayton Street		lawrenceville	GA	30046	\$0.00				
4	Police department	300 Jackson St		lawrenceville	GA	30046	\$0.00				
5	Public Works	435 West Pike Stret		lawrenceville	GA	30046	\$0.00				
6	Arts Center	125 N Clayton St		lawrenceville	GA	30046	\$0.00				
7	Bobby Sikes Performing Arts	128 East Pike St		lawrenceville	GA	30046	\$0.00				
8	Parking Deck 1	147 E Corgan St		lawrenceville	GA	30046	\$0.00				
9	Lawrenceville Lawn and Amp	210 Luckie St		lawrenceville	GA	30046	\$0.00				
10	Parking Deck 2	225 Luckie St		lawrenceville	GA	30046	\$0.00				
11	-										
12	-										
13	-										
14	-										
15	-										
16	-										
17	-										
18	-										
19	-										
20	-										
21	-										
22	-										
23	-										
24	-										
25	-										
26	-										
27	-										
28	-										
29	-										
30	-										
31	-										
32	-										
33	-										
34	-										
35	-										
36	-										
37	-										

**COMCAST
BUSINESS****COMCAST ENTERPRISE SERVICES SALES ORDER FORM****SERVICE LOCATION DETAIL INFORMATION**

Date: 2/13/2022

MSA ID#:

GA-1363496-dbenn

SO ID#:

GA-1363496

Account Name:

City of Lawrenceville

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	-										
39	-										
40	-										
41	-										
42	-										
43	-										
44	-										
45	-										
46	-										
47	-										
48	-										
49	-										
50	-										
51	-										
52	-										
53	-										
54	-										
55	-										
56	-										
57	-										
58	-										
59	-										
60	-										
61	-										
62	-										
63	-										
64	-										
65	-										
66	-										
67	-										
68	-										
69	-										
70	-										
71	-										
72	-										
73	-										
74	-										
75	-										
76	-										
77	-										
78	-										
79	-										
80	-										

COMCAST
BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 2/13/2022

MSA ID#: GA-1363496-dbenn

SO ID#: GA-1363496

Account Name: City of Lawrenceville

Service Term: 60 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges		
																												Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MSA ID#: GA-1363496-dbenn

SO ID#: 23593157

Account Name: City Of Lawrenceville

24.

CUSTOMER INFORMATION (for notices)

Primary Contact: Kyle Parker

Billing Account Name City Of Lawrenceville

INVOICE ADDRESS

Title: Information Technology Director

Billing Name
(3rd Party Accounts)

Address 1: 70 South Clayton St

Address 1: 70 South Clayton St

Billing Contact: Kyle Parker

Address 2: PO Box 2200

Address 2: PO Box 2200

Title: Information Technology Director

City: Lawrenceville

City: Lawrenceville

Phone: 678-407-6406

State: GA

State: GA

Cell:

Zip Code: 30046

Zip: 30046

Fax:

Tax Exempt: Yes

Phone: 678-407-6406

Email: kyle.parker@lawrencevillega.org

* If Yes, please provide and attach all applicable tax exemption certificates

Cell:

Fax:

Email: kyle.parker@lawrencevillega.org

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges: \$3,290.00

Current Trunk Services Monthly Recurring Charges: \$0.00

Total Current Monthly Recurring Charges (all Services): \$3,290.00

Change Monthly Recurring Charges: -\$390.00

Change Trunk Services Monthly Recurring Charges: \$0.00

Change Monthly Recurring Charges (all Services): -\$390.00

Total Monthly Recurring Charges: \$2,900.00

Total Trunk Services Monthly Recurring Charges: \$0.00

Total Monthly Recurring Charges (all Services): \$2,900.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees: \$0.00

Total Trunk Services Standard Installation Fees: \$0.00

Total Standard Installation Fees (all Services): \$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee: \$0.00

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges: \$0.00

Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00

Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Change Services Equipment Fee Monthly Recurring Charges: \$0.00

Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00

Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00

Total Service Equipment Fee Monthly Recurring Charges: \$0.00

Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00

Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

The Comcast Voice Services may have the 911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Comcast must have the correct service address and, where applicable, location details ("Registered Service Location"). Registered Service Location may include, subject to any character limitations, location details such as a floor and/or office number, in addition to street address, for each telephone number and extension used by the Customer. If the Voice Services or any Voice Services device is moved to a different location without Customer providing updated Registered Service Location information, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, emergency responders may be unable to locate the emergency on the premises and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed may also increase these risks.
- Customer is solely responsible for informing Comcast of initial Registered Service Locations for each telephone number and extension and of all changes to Registered Service Locations for the Voice Services, including subsequent moves, additions or deletions of stations. Customer is also responsible for programming its PBX system to reflect these Registered Service Locations. Customer will inform Comcast of changes to any Registered Service Location for each telephone number and extension by calling Comcast at 1-855-368-0600 or by opening a trouble ticket in the Comcast Care Center Portal. The contact number or method for making such updates are subject to change from time to time.
- The Voice Services use electrical power in the Customer's premises, as well as the Customer's underlying broadband service. If there is an electrical power outage or underlying broadband service outage, 911 calling may be interrupted. Similarly, calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment failure, or another technical problem.
- If the Registered Service Location provided in conjunction with the use of Comcast Equipment is deemed to be in an area that is not supported for 911 calls, Customer will not have direct access to either basic 911 or E911. In this case, Customer 911 calls will be sent to an emergency call center. A trained agent at the emergency call center will ask for the caller's name, telephone number and location, and then will contact the local emergency authority for that area in order to send help.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS OF THE VOICE SERVICES

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature:

Signature:

Sales Rep:

Orit Evans

Name:

Name:

Sales Rep E-Mail:

orit_evans@comcast.com

Title:

Title:

Region:

Big South

Date:

Date:

Division:

Central

COMCAST
BUSINESSCOMCAST ENTERPRISE SERVICES SALES ORDER FORM
SERVICES AND PRICING

Account Name: City Of Lawrenceville

Date: 2/13/122

MSA ID#: GA-1363496-dbenn

SO ID#: 23593157

Short Description of Service:

EDI RENEWAL

Service Term: 60 MONTHS

PAGE 2 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	EDI - Network Interface - Gig E	Port	Police Department / 300 Jackson S	-	Interstate	1	\$0.00	\$0.00
002	Renew	Remove	EDI - Bandwidth	1000 Mbps	Police Department / 300 Jackson S	-	Interstate	1	(\$1,595.00)	\$0.00
003	Renew	Remove	IPv4 Static Address Block /27 (30)	Static IP	Police Department / 300 Jackson S	-	Interstate	1	(\$50.00)	\$0.00
004	Renew	Remove	EDI - Network Interface - Gig E	Port	City Hall / 70 South Clayton ST	-	Interstate	1	\$0.00	\$0.00
005	Renew	Remove	EDI - Bandwidth	1000 Mbps	City Hall / 70 South Clayton ST	-	Interstate	1	(\$1,595.00)	\$0.00
006	Renew	Remove	IPv4 Static Address Block /27 (30)	Static IP	City Hall / 70 South Clayton ST	-	Interstate	1	(\$50.00)	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	Renew	Add	EDI - Network Interface - Gig E	Port	Police Department / 300 Jackson S	-	Interstate	1	\$0.00	\$0.00
009	Renew	Add	EDI - Bandwidth	1000 Mbps	Police Department / 300 Jackson S	-	Interstate	1	\$1,400.00	\$0.00
010	Renew	Add	IPv4 Static Address Block /27 (30)	Static IP	Police Department / 300 Jackson S	-	Interstate	1	\$50.00	\$0.00
011	Renew	Add	EDI - Network Interface - Gig E	Port	City Hall / 70 South Clayton ST	-	Interstate	1	\$0.00	\$0.00
012	Renew	Add	EDI - Bandwidth	1000 Mbps	City Hall / 70 South Clayton ST	-	Interstate	1	\$1,400.00	\$0.00
013	Renew	Add	IPv4 Static Address Block /27 (30)	Static IP	City Hall / 70 South Clayton ST	-	Interstate	1	\$50.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

(\$390.00)

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City Of LawrencevilleDate: 2/13/122MSA ID#: GA-1363496-dbennSO ID#: 23593157

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time	
051	-	-			-	-			\$0.00	\$0.00	
052	-	-			-	-			\$0.00	\$0.00	
053	-	-			-	-			\$0.00	\$0.00	
054	-	-			-	-			\$0.00	\$0.00	
055	-	-			-	-			\$0.00	\$0.00	
056	-	-			-	-			\$0.00	\$0.00	
057	-	-			-	-			\$0.00	\$0.00	
058	-	-			-	-			\$0.00	\$0.00	
059	-	-			-	-			\$0.00	\$0.00	
060	-	-			-	-			\$0.00	\$0.00	
061	-	-			-	-			\$0.00	\$0.00	
062	-	-			-	-			\$0.00	\$0.00	
063	-	-			-	-			\$0.00	\$0.00	
064	-	-			-	-			\$0.00	\$0.00	
065	-	-			-	-			\$0.00	\$0.00	
066	-	-			-	-			\$0.00	\$0.00	
067	-	-			-	-			\$0.00	\$0.00	
068	-	-			-	-			\$0.00	\$0.00	
069	-	-			-	-			\$0.00	\$0.00	
070	-	-			-	-			\$0.00	\$0.00	
071	-	-			-	-			\$0.00	\$0.00	
072	-	-			-	-			\$0.00	\$0.00	
073	-	-			-	-			\$0.00	\$0.00	
074	-	-			-	-			\$0.00	\$0.00	
075	-	-			-	-			\$0.00	\$0.00	
076	-	-			-	-			\$0.00	\$0.00	
077	-	-			-	-			\$0.00	\$0.00	
078	-	-			-	-			\$0.00	\$0.00	
079	-	-			-	-			\$0.00	\$0.00	
080	-	-			-	-			\$0.00	\$0.00	
081	-	-			-	-			\$0.00	\$0.00	
082	-	-			-	-			\$0.00	\$0.00	
083	-	-			-	-			\$0.00	\$0.00	
084	-	-			-	-			\$0.00	\$0.00	
085	-	-			-	-			\$0.00	\$0.00	
086	-	-			-	-			\$0.00	\$0.00	
087	-	-			-	-			\$0.00	\$0.00	
088	-	-			-	-			\$0.00	\$0.00	
089	-	-			-	-			\$0.00	\$0.00	
090	-	-			-	-			\$0.00	\$0.00	
091	-	-			-	-			\$0.00	\$0.00	
092	-	-			-	-			\$0.00	\$0.00	
093	-	-			-	-			\$0.00	\$0.00	
094	-	-			-	-			\$0.00	\$0.00	
095	-	-			-	-			\$0.00	\$0.00	
096	-	-			-	-			\$0.00	\$0.00	
097	-	-			-	-			\$0.00	\$0.00	
098	-	-			-	-			\$0.00	\$0.00	
099	-	-			-	-			\$0.00	\$0.00	
100	-	-			-	-			\$0.00	\$0.00	
101	-	-			-	-			\$0.00	\$0.00	
102	-	-			-	-			\$0.00	\$0.00	
* Services Location Details attached Charges are Exclusive of Equipment Fees									PAGE 3 SUBTOTAL:	\$0.00	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City Of LawrencevilleDate: 2/13/122MSA ID#: GA-1363496-dbennSO ID#: 23593157**PAGE 4 of 7****Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	-	-			-	-			\$0.00	\$0.00
104	-	-			-	-			\$0.00	\$0.00
105	-	-			-	-			\$0.00	\$0.00
106	-	-			-	-			\$0.00	\$0.00
107	-	-			-	-			\$0.00	\$0.00
108	-	-			-	-			\$0.00	\$0.00
109	-	-			-	-			\$0.00	\$0.00
110	-	-			-	-			\$0.00	\$0.00
111	-	-			-	-			\$0.00	\$0.00
112	-	-			-	-			\$0.00	\$0.00
113	-	-			-	-			\$0.00	\$0.00
114	-	-			-	-			\$0.00	\$0.00
115	-	-			-	-			\$0.00	\$0.00
116	-	-			-	-			\$0.00	\$0.00
117	-	-			-	-			\$0.00	\$0.00
118	-	-			-	-			\$0.00	\$0.00
119	-	-			-	-			\$0.00	\$0.00
120	-	-			-	-			\$0.00	\$0.00
121	-	-			-	-			\$0.00	\$0.00
122	-	-			-	-			\$0.00	\$0.00
123	-	-			-	-			\$0.00	\$0.00
124	-	-			-	-			\$0.00	\$0.00
125	-	-			-	-			\$0.00	\$0.00
126	-	-			-	-			\$0.00	\$0.00
127	-	-			-	-			\$0.00	\$0.00
128	-	-			-	-			\$0.00	\$0.00
129	-	-			-	-			\$0.00	\$0.00
130	-	-			-	-			\$0.00	\$0.00
131	-	-			-	-			\$0.00	\$0.00
132	-	-			-	-			\$0.00	\$0.00
133	-	-			-	-			\$0.00	\$0.00
134	-	-			-	-			\$0.00	\$0.00
135	-	-			-	-			\$0.00	\$0.00
136	-	-			-	-			\$0.00	\$0.00
137	-	-			-	-			\$0.00	\$0.00
138	-	-			-	-			\$0.00	\$0.00
139	-	-			-	-			\$0.00	\$0.00
140	-	-			-	-			\$0.00	\$0.00
141	-	-			-	-			\$0.00	\$0.00
142	-	-			-	-			\$0.00	\$0.00
143	-	-			-	-			\$0.00	\$0.00
144	-	-			-	-			\$0.00	\$0.00
145	-	-			-	-			\$0.00	\$0.00
146	-	-			-	-			\$0.00	\$0.00
147	-	-			-	-			\$0.00	\$0.00
148	-	-			-	-			\$0.00	\$0.00
149	-	-			-	-			\$0.00	\$0.00
150	-	-			-	-			\$0.00	\$0.00
151	-	-			-	-			\$0.00	\$0.00
152	-	-			-	-			\$0.00	\$0.00
153	-	-			-	-			\$0.00	\$0.00
* Services Location Details attached Charges are Exclusive of Equipment Fees PAGE 4 SUBTOTAL:									\$0.00	\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 2/13/122 MSA ID#: GA-1363496-dbenn SO ID#: 23593157 Account Name: City Of Lawrenceville

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Police Department	300 Jackson St		Lawrenceville	GA	30046	\$0.00				
2	City Hall	70 South Clayton ST		Lawrenceville	GA	30046	\$0.00				
3	-										
4	-										
5	-										
6	-										
7	-										
8	-										
9	-										
10	-										
11	-										
12	-										
13	-										
14	-										
15	-										
16	-										
17	-										
18	-										
19	-										
20	-										
21	-										
22	-										
23	-										
24	-										
25	-										
26	-										
27	-										
28	-										
29	-										
30	-										
31	-										
32	-										
33	-										
34	-										
35	-										
36	-										
37	-										

**COMCAST
BUSINESS****COMCAST ENTERPRISE SERVICES SALES ORDER FORM****SERVICE LOCATION DETAIL INFORMATION**

Date: 2/13/122

MSA ID#:

GA-1363496-dbenn

SO ID#:

23593157

Account Name:

City Of Lawrenceville

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38	-										
39	-										
40	-										
41	-										
42	-										
43	-										
44	-										
45	-										
46	-										
47	-										
48	-										
49	-										
50	-										
51	-										
52	-										
53	-										
54	-										
55	-										
56	-										
57	-										
58	-										
59	-										
60	-										
61	-										
62	-										
63	-										
64	-										
65	-										
66	-										
67	-										
68	-										
69	-										
70	-										
71	-										
72	-										
73	-										
74	-										
75	-										
76	-										
77	-										
78	-										
79	-										
80	-										

COMCAST
BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 2/13/122

MSA ID#: GA-1363496-dbenn

SO ID#: 23593157

Account Name: City Of Lawrenceville

Service Term: 60 MONTHS

PAGE 7 of 7

Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Solution Charges		
																												Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Page 7 Total:																									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



LAWRENCEVILLE

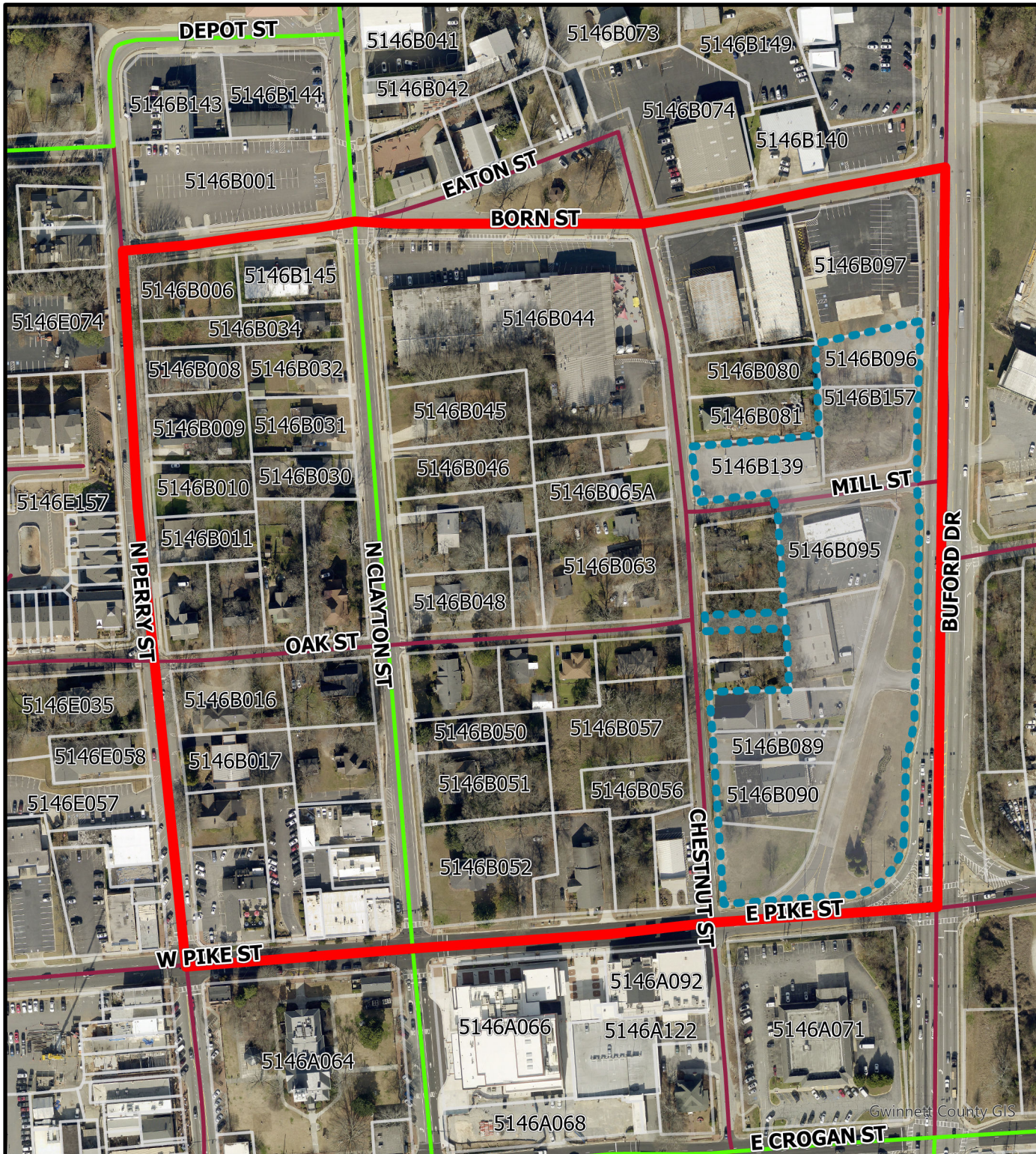
GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

Item:	Add service for Pond & Company to provide consultant services for the North DTL area
Department:	Planning and Development
Date of Meeting:	Monday, February 27, 2023
Fiscal Impact:	May require budget adjustment
Presented By:	Todd Hargrave, Director of Planning and Development
Action Requested:	Requesting funds not to exceed \$55,000.00 for an in-depth study for the area highlighted in the map provided.

Summary: The City would like to secure the current Comprehensive Plan Consultant, Pond & Company, to analyze this area (including previous plans in the Downtown LCI), provide a vision for future preservation/development in this area, and suggest changes to the Zoning ordinance and/or development regulations that would address the vision. This includes regulations related to regional stormwater facilities being built as part of the Park Place project (off Buford Drive and Pike Street).

Attachments/Exhibits:
Vicinity Map of North DTL area



LAWRENCEVILLE

GEORGIA

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

-  Study Area
-  LCI Catalyst Site #2
-  Parcels
-  City Maintained Streets
-  County Maintained Streets



0 125 250

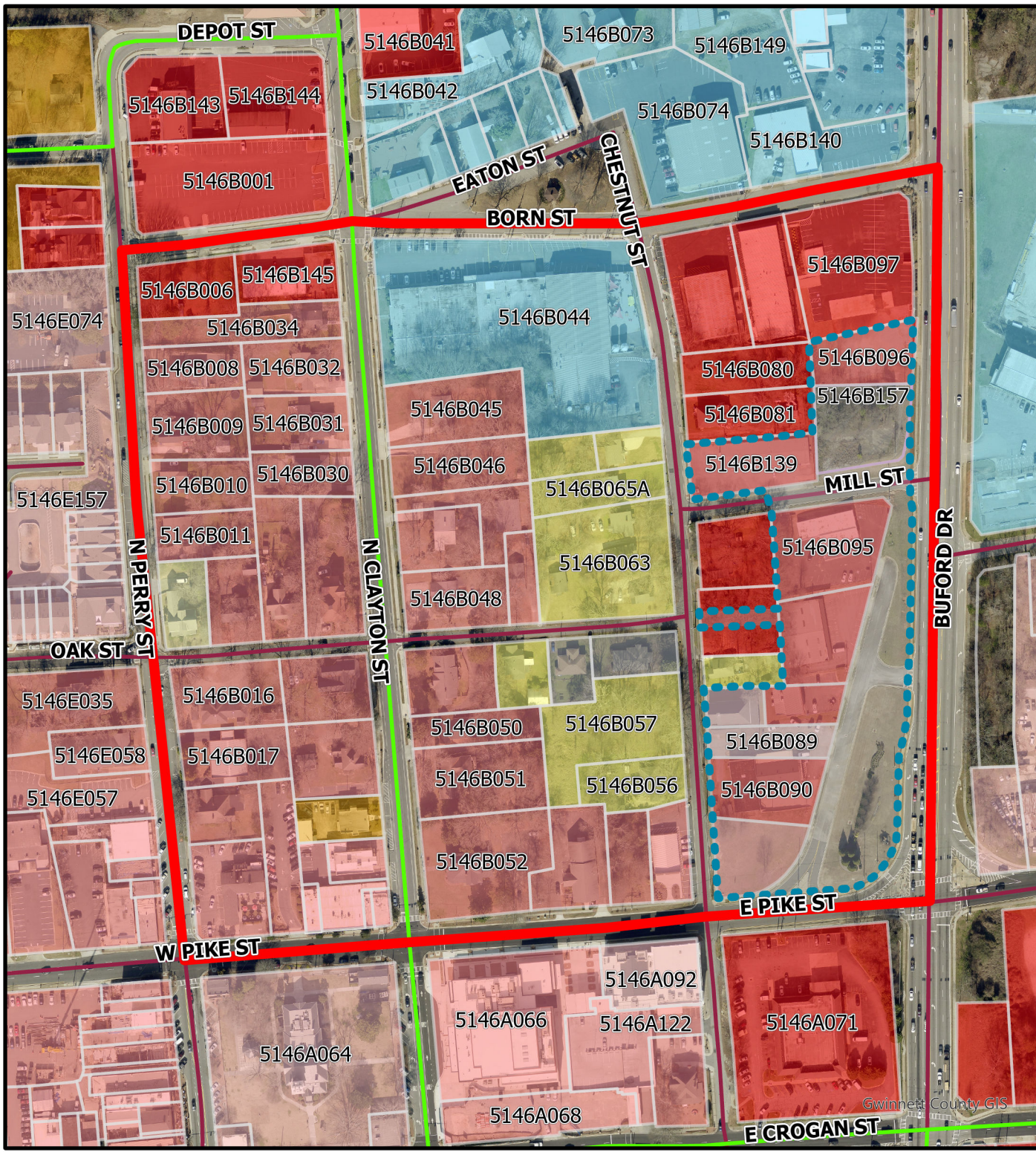


LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas



- Study Area
- LCI Catalyst Site #2
- Parcels
- City Maintained Streets
- County Maintained Streets

Zoning Districts

- BG General Business
- BGC Central General Business
- LM Light Manufacturing
- OI Office/Institutional
- ON Office/Neighborhood
- RM-12 Multifamily Residential
- RS-60 Single-Family Residential
- RS-150 Single-Family Residential
- <all other values>



0 125 250

Gwinnett County GIS



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING FEBRUARY 27, 2023

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Resolution for Temporary Moratorium of North DTL
Department:	City Manager
Date of Meeting:	Monday, February 27, 2023
Fiscal Impact:	None
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve Resolution to place a moratorium on properties in within the boundaries of Perry Street, Born Street, Buford Drive, and Pike Street to allow the City to study and analyze the future redevelopment of the area.

Attachments:

Moratorium Dev Building Permits Revised per council

RESOLUTION _____

CITY OF LAWRENCEVILLE

RESOLUTION TO PLACE A TEMPORARY MORATORIUM ON DEVELOPMENT PERMITS, BUILDING PERMITS, REZONING APPLICATIONS AND SPECIAL USE PERMIT APPLICATIONS WITHIN A SPECIFIED GEOGRAPHIC AREA AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Lawrenceville, Georgia are committed to utilizing available resources to promote the preservation and improvement of the health, welfare, and public safety of the citizens of the City of Lawrenceville; and

WHEREAS, the Mayor and City Council of the City of Lawrenceville are committed to protecting the health and welfare of its citizens through appropriate land use regulation and the encouragement of appropriate development and redevelopment of certain areas of the City; and

WHEREAS, the Mayor and City Council of the City of Lawrenceville believe it is in the best interest of the citizens of Lawrenceville to provide for proper land use regulations and well planned preservation and/or redevelopment of older properties located in the municipal boundaries; and

WHEREAS, the Mayor and City Council of the City of Lawrenceville seek to review certain provisions of the current City of Lawrenceville Zoning Ordinance 2020 ("Zoning Ordinance"); and

WHEREAS, the Mayor and City Council of the City of Lawrenceville intend to undertake a review and revision of the Zoning Ordinance, including possible zoning district revisions, and other provisions regulating preservation of existing development and redevelopment of a designated geographical area with its planning department, outside consultants, legal counsel, and the public.

NOW THEREFORE the Council of the City of Lawrenceville does hereby Ordain and Resolve that the City of Lawrenceville place a temporary moratorium on the acceptance of development permit applications and building permit applications, the issuance of development permits and building permits, and the acceptance of rezoning or special use permit applications for any

property located within the geographical area designated on the map and description attached hereto as Exhibit A. This temporary moratorium shall extend through and including August 31, 2023, unless terminated earlier by official action of the City Council.

IT IS FURTHER RESOLVED that this temporary moratorium shall not affect any development permit applications, building permit applications, or rezoning or special use permits applications that were submitted to and accepted by the City prior to the adoption of this Resolution and shall not delay or suspend any property being developed or building being constructed under a valid permit issued prior to the adoption of this Resolution. This temporary moratorium shall not prohibit the issuance of development permits or building permits required for building maintenance or improvement of existing buildings totaling less than \$5,000.00 or to bring existing buildings into compliance with property maintenance regulations.

IT IS FURTHER RESOLVED that this Resolution and temporary moratorium shall become effective immediately upon its adoption by the Mayor and Council.

IT IS SO RESOLVED AND ORDAINED this 27th day of February, 2023, by the Mayor and Council of Lawrenceville, Georgia.

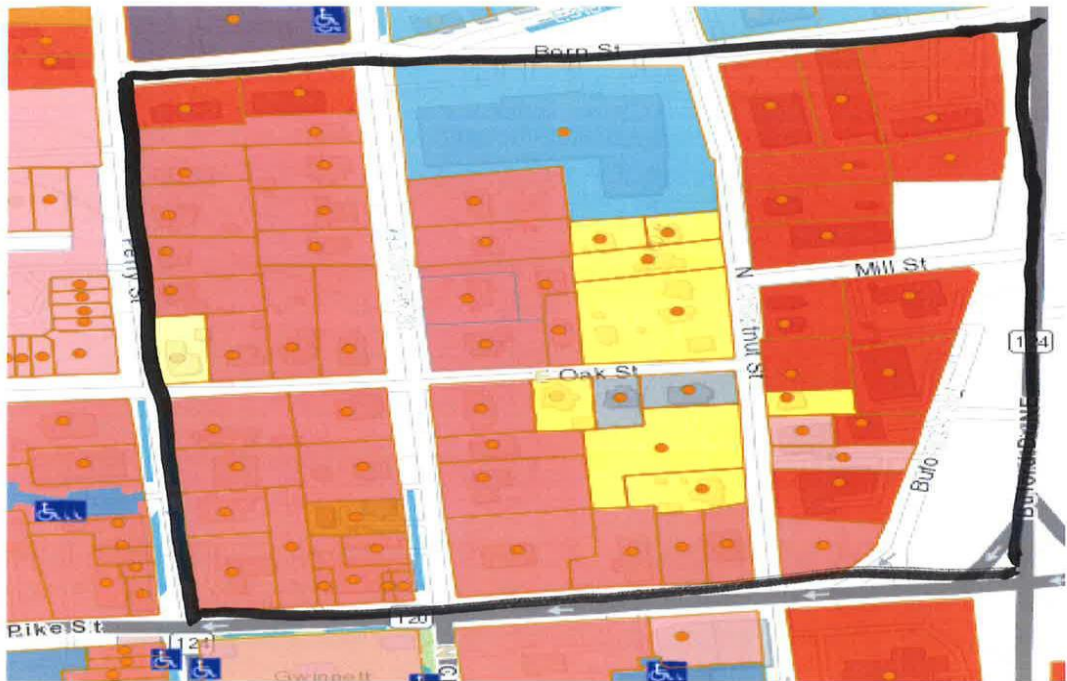
David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

**EXHIBIT A
DESCRIPTION**

All that area located in the City of Lawrenceville being the area located within a boundary that begins at the intersection of Perry Street and Born Street and runs along Perry Street in a southerly direction until its intersection with Pike Street, then runs along Pike Street in an easterly direction to its intersection with Buford Drive, then runs along Buford Drive in a northerly direction until its intersection with Born Street, then runs along Born Street in a westerly direction to its intersection with Perry Street. Said area being shown on the attached map.





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING FEBRUARY 27, 2023

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Acquisition of 124 Benson Street
Department:	City Manager
Date of Meeting:	Monday, February 27, 2023
Fiscal Impact:	\$20,000
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the purchase and sale agreement for the acquisition of 124 Benson Street for \$20,000.

Summary: This undeveloped property is needed to allow transition of the future greenway trail on the CSX Spurline to Rhodes Jordan Park.

Fiscal Impact: \$20,000. Funds will be utilized from the 2017 SPLOST Greenway Trail System.

Attachments:

Contract for Purchase and Sale with Lois Love

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

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

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy approximately 0.07+/- acres of property known as 124 Benson Street represented as Gwinnett County Tax Parcel R5146B129 together with all rights, members, appurtenances and improvements thereto set forth herein.

2. Purchase Price.

(a) The purchase price for the said property shall be TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$20,000.00).

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

3. Seller's Warranties and Representations.

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

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

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

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

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vi) there are no encroachments upon the Property.
- vii) there are no deed restrictions or covenants that affect or apply to the Property.
- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.
- x) to the best of Seller's knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property and Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial

objects, cemeteries, sites or structures of historical significance located on or in such close proximity to the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through and until March 15, 2023, Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph. This period shall be deemed the Inspection Period.

(b) Seller shall provide Buyer copies of all engineering reports, soil and percolation test reports, environmental studies or analyses, feasibility studies, surveys, and other documents, permits, title and hazardous insurance policies, or agreements affecting the Property to the extent that Seller has any of these in its possession within seven (7) business days following the Effective date of the Agreement.

5. Objections to Title.

On or before March 15, 2023, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed thirty days, to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Agreement and recover the earnest money, or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than April 15, 2023, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

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

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

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

(d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

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

8. Earnest Money.

Contemporaneously with the execution of this Agreement Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). The Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If the sale of the Property does not close because of Buyer's Default, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. If Seller defaults under this Agreement, Seller acknowledges that the Buyer will suffer significant damages and costs, the total of which would be difficult or impossible to ascertain.

9. Broker.

The Seller and Buyer hereby warrants and covenants that the Buyer does not have any real estate brokers or agents involved in this transaction representing the Buyer. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

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

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Box 1250 Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Email: fh@thompson-sweeny.com

SELLER: Lois A Love
4950 Braselton Hwy
Hoschton, GA 30548

11. Miscellaneous.

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

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

(c) Time of Essence. Buyer and Seller hereby agree that this Agreement was entered into with the understanding that time is of the essence.

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

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

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

12. Modification of Contract.

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

13. Entire Contract.

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

14. Mutual Drafting.

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

15. Survival of Contract.

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

16. Special Stipulations.

(a) A pocket park with landscaping and a bench honoring the Love family will be included in the development plan for the multi-use trail on/adjacent to the property and will be maintained by the City of Lawrenceville.

(b) While the City has plans to utilize the adjacent land acquired from CSX as a multiuse trail, any proceeds from the future sale of the property acquired from CSX that is adjacent to this property will be provided to Ms. Love.

17. Threat of Condemnation

The City of Lawrenceville has the power of eminent domain. The parties acknowledge that the City of Lawrenceville has been in prior discussions with the Seller concerning the acquisition of the Property to be used for public purposes. The purchase and sale

under this agreement would be under threat of eminent domain. This agreement is entered into as an offer of settlement and compromise of pending or threatened litigation relating to the condemnation and/or taking of the property via the City’s power of eminent domain, and shall be inadmissible in any action or litigation pursuant to O.C.G.A 24-4-408.

This Contract is agreed to this
____ day of _____, 2023.

This Contract is agreed to this
____ day of _____, 2023.

LOIS A LOVE

CITY OF LAWRENCEVILLE, GEORGIA

Title:

SELLER

Title: _____

BUYER