



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, August 23, 2021
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. New Employee Recognition - Electric Department

Proclamations

2. Georgia Gwinnett College Men's and Women's Tennis Teams

Approval of Prior Meeting Minutes

3. July 26, 2021 Regular Meeting and Executive Session
4. August 11, 2021 Work Session

Announcements

Public Comment

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.

- [5.](#) Right-of-Way Tree Trimming on an Annual Contract
- [6.](#) Managed Detection and Response Services
- [7.](#) Quarterly Ethics Report

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.

- [8.](#) RZR2021-00009; City of Lawrenceville; Quinn Ridge Subdivision

Council Business Old Business

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

- [9.](#) Downtown Square Alleyway Name
- [10.](#) Update to Solid Waste Ordinance
- [11.](#) Munis Tax Billing Solution and Staff
- [12.](#) 92 South Clayton Street Acquisition
- [13.](#) Acquisition of GDOT Surplus property on SR316
- [14.](#) Ordinance to Move the December Super Wednesday Council Meeting
- [15.](#) Update to City Code of Ordinances, Chapter 26, Article 2 - False Alarm

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 23, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Right-of-Way Tree Trimming on an Annual Contract
Department:	Electric
Date of Meeting:	Monday, August 23, 2021
Fiscal Impact:	\$215,000.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Approval to renew Right-of-Way Tree Trimming on an Annual Contract to, W.E. Hicks d/b/a Trees Unlimited in the amount of \$215,000.00.

Summary: This contract will provide for tree trimming services to prevent damage to the City's electrical power lines. This service is continually done on a weekly basis. This is the first of four renewal options. Pricing has increased 1% as stipulated in the agreement.

Fiscal Impact: Amount of \$215,000.00. This contract is funded by the Contract Labor Fund (5104610-523850).

Attachments/Exhibits:

Bid Tabulation

SB002-21
Right-of-Way Tree Trimming on an Annual Contract
Electric Department

			W.E. Hicks d/b/a Trees Unlimited	
ITEM #	DESCRIPTION	APPROX. HOURS	UNIT PRICE	TOTAL PRICE
1	Right-of-Way Tree Trimming	2000	\$130.00	\$262,600.00
Will vendor hold pricing firm? Renewal Option 1			1%	
Will vendor hold pricing firm? Renewal Option 2			1%	
Will vendor hold pricing firm? Renewal Option 3			1%	
Will vendor hold pricing firm? Renewal Option 4			1%	

Recommended vendor:
W.E. Hicks d/b/a Trees Unlimited
3 Georgia Ave.
Cave Springs, GA 30124
706-777-9777
shicks@treesunlimitedco.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: COUNCIL REGULAR MEETING, AUGUST 23, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Managed Detection and Response Services
Department:	Information Technology Department
Date of Meeting:	Monday, August 23, 2021
Fiscal Impact:	\$9,500.00 plus \$4,225.00 per month for 36 months
Presented By:	Kyle Parker, IT Director
Action Requested:	Approve agreement with Cira InfoTech to provide Managed Detection and Response Services(MDR)

Summary: Staff is requesting the approval of an agreement with Cira InfoTech to provide Managed Detection and Response Services. This is the “next step” in the tools to combat ransomware, malware, and system intrusion. Cira InfoTech will implement Rapid7’s InsightIDR (Incident Detection Response) system to proactively monitor all IT systems, 24x7 for indications of potentially malicious activity and indicators of compromise(IOC’s). The system analyses logs from all the endpoints (Servers and Workstations/Laptops) in the network and with Machine learning and Automation capabilities it will apply User Behavior analytics(UBA), Attacker Behavior Analytics (ABA), Network Traffic Analysis(NTA), File Integrity Monitoring(FIM) features to predict attacks way ahead in the attack chain.

- 1) **User Behavior Analytics:** If an attacker impersonates as one of your users, it can be hard to spot. This solution adapts to the users and entities on your network, highlighting risky behavior while understanding "normal" and immediately detect lateral movement along with the use of stolen credentials.
- 2) **Attacker Behavior Analytics:** Detections based on real-world attacks and identifying the attacks first hand.
- 3) **File Integrity Monitoring:** After the Insight Agent is deployed to your critical assets, you can activate file integrity monitoring to flag any changes to any specified files or directories on that specific endpoint.
- 4) **Centralized Log Management:** View data in a single, correlated context which will help prioritize event investigations.

Cira InfoTech will be responsible for installation, configuration, and tuning as well as 24x7 monitoring, investigating for threats, validation of investigated alerts and isolate false positives, detailed malware activity analysis, provide detailed incident response, threat hunting as well as remediation and mitigation actions.

Fiscal Impact: \$9,500.00 one-time fee to perform the Compromise Assessment. \$4,225.00 per month for 36 months. Total of \$161,600.00 This expense is budgeted.

Concurrences:

Attachments/Exhibits:

MDR Services Proposal_v5 3 Year.PDF



Managed Detection and Response Services

Prepared for City of Lawrenceville, GA



CIRA INFOTECH INC

Account Manager: Marc Akers

Email: Makers@Cirainfotech.com

Phone: (770) 861-2007

Address: 5755 N Point Parkway, Alpharetta GA 30022



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1. OVERVIEW

Cira Infotech Inc Corp. ("CIT") an ISO 27001 Certified Company is pleased to offer Security Monitoring and Managed Detection and Response Services (MDR Services) to City of Lawrenceville, GA ("Client"). We have assisted many customers with similar projects and our team of experienced consultants are dedicated to providing you a successful ongoing managed service.

2. SCOPE OF SERVICES

The following services shall be provided as part of this engagement.

1. Implement SIEM Solution to perform Incident Detection and Response performing:
 - a. 24x7 environment monitoring from CIT Security Ops center in Alpharetta, GA.
 - Integrating Log Sources from Active Directory, DNS, DHCP, Email, Network Devices, End Points (All Servers and Desktops/Laptops owned by Client)
 - Investigate Managed Detection and Response ABA, UBA (User Behavior Analytics) for threats
 - Validate investigated alerts to remove false positives
 - Validate alerts and remove false positives
 - Detail malware and/or malicious activity analysis
 - Attack storyboarding
 - Write and assemble Findings Reports detailing any verified suspicious or malicious activity
 - Outreach to Customer ensure Findings Report and all recommendations are understood
 - Remediation & mitigation actions performed
 - b. Threat Intelligence
 - Monitor global attacks and vulnerabilities
 - Reviewing Threat Intelligence reports
 - Add Threat Intel findings to monitoring detections
 - Remediation & mitigation actions performed
 - c. Incident Response
 - Suggestion for Incident Response if a breach is confirmed
 - Scoping of breach
 - Fully support any investigation request from Client for logs/data
2. File Integrity Monitoring as per Client needs
3. Log Collection and storage in the cloud for 12 Months
4. Provide Compliance Support for Client with SOC reports
5. Security Orchestration, and Automated Response (SOAR)

3. INCIDENT DETECTION AND RESPONSE APPROACH:

CIT proposes to use Rapid7 InsightIDR to monitor Client Data Center environment and its critical assets for security incidents. InsightIDR alerts are regularly reviewed by CIT SOC analysts 24x7x365 and escalated via a paging/SMS/email and phone call when indications of potentially malicious activity are detected. CIT maintains a formal Incident Response process for analysis, containment, eradication, recovery, and follow up in the event of a security incident.

CIT delivers Managed SIEM services through our ISO 27001 certified Intelligent Security Command Center (ISCC) at Alpharetta GA. This ISCC is staffed with certified and experienced security professionals, who has technical certifications for leading IDS and IPS platforms such as Check Point, Cisco, Palo Alto Networks, Fortinet etc. as well as professional services certifications like CEH, CISSP, CISA etc. We monitor and manage the IDS/IPS 24x7x365. Our tools deployed in ISCC identify real threats and eliminate false positives, leveraging the advanced event correlation capabilities using SIEM platform dedicated for customer. We work in an agile methodology for service delivery that includes the following Pods for our customers as part of MDR SOC.

Analyst	Description
Associate Analyst	Responsible for alert triage and investigation of IDS/IPS events and logs and threat hunting
Analyst	Responsible for alert triage and investigation, threat hunting, alert tuning, and supporting Remote Incident Response
Senior Analyst	Responsible for alert tuning, threat hunting, leading Remote Incident Response engagements, and handles escalated investigations.
SOC Lead	Manages the SOC teams. Responsible for the MDR service delivered to Client

CIT will be responsible for SIEM installation, configuration and tuning as well as 24x7 monitoring, investigating for threats, validation of investigated alerts and isolate false positives, details malware activity analysis, provide detail incident response, threat hunting as well as remediation and mitigation actions. The key features that differentiate us would be taking full responsibility of the MDR services including Incident Detection and Response (with InsightIDR from Rapid7), EDR Services (Using API integration with current End Point Solution in place as well as installing Agent on individual Servers) .

We plan to leverage full scale Rapid7 InsightIDR which is Magic Quadrant Leader in MDR/SIEM services.

Gartner's Magic Quadrant 2020 positioning Rapid7 in the Leader Quadrant.



4. FILE INTEGRITY MONITORING:

File integrity monitoring is an important security defense layer for any organization monitoring sensitive assets. With the SIEM Solution deployed, we get the benefit of FIM along with proactive threat detection and containment capabilities. Other use cases we can solve with the endpoint detection and response (EDR) capabilities in InsightIDR include:

Detect

- ❖ Malware detection (both commodity and targeted attacks including Ransomware)
- ❖ User monitoring (anomalous authentications and credential theft)
- ❖ Threat intelligence (add, manage, and subscribe to customer-shared intel)
- ❖ Visibility into remote workers

Investigate

- ❖ Endpoint artifact acquisition (find anomalous persistence, tampering, or malicious activity)
- ❖ Manage and visualize important activity logs (e.g. PowerShell activity)

Respond

- ❖ Find unique and rare processes across your endpoint fleet
- ❖ Remotely kill processes as part of threat containment
- ❖ Quarantine an asset to block off all external communications, except to the Insight cloud

File Integrity Monitoring (FIM) allows to audit changes to critical files and folders for compliance reasons on Windows systems running agent version 2.5.3.8 or later.

InsightIDR allows you to monitor the following extensions:

- .bat
- .cfg
- .conf
- .config
- .dll
- .exe
- .ini
- .sys

CIT can Whitelist other file extensions as necessary for all the 5 Arapahoe County Agencies.

FIM Considerations

As you monitor more files and folders, CPU usage increases proportionally.

InsightIDR FIM monitors for the following events, and will ignore all other events from the Insight Agent:

- Create files / write data
- Create folders / append data
- Delete subfolders and files
- Delete

Monitoring Recommendations

The intent of FIM is to track and audit file modifications solely on critical business files on critical systems only.

Rapid7 recommends monitoring the Windows Microsoft Critical System Files, which include:

- C:\autoexec.bat
- C:\boot.ini
- C:\config.sys
- C:\Program Files\Microsoft Security Client\msseces.exe
- C:\Windows\explorer.exe
- C:\Windows\regedit.exe
- C:\Windows\system.ini
- C:\Windows\System32\userinit.exe
- C:\Windows\win.ini

And Other files as determined critical to all the respective agencies

5. SERVICE DELIVERY

The services from the scope of work are provided remotely from Cira Infotech offices including HQ SOC Alpharetta, GA and other locations to support follow the Sun model through a Secured and Encrypted B2B/Remote Access IPsec VPN tunnel build between Client and CIT.

6. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Access to the Customer Network and Documentation
2. Client to provide required VM's and resources allocated to the VM's along with Windows based Server Operating System for the SIEM
3. Client is responsible for installation of Agents on desktops and laptops while CIT shall help

- with providing necessary instructions to install the client.
4. Number of Assets accounted for MDR in scope shall not exceed 511 including desktops and laptops at Client office locations. Total assets monitored under this MDR Services shall not exceed total of 511. Any additional assets shall be charged at per asset charge.
 5. CIT Resources accomplish the activities described within this SOW, including delivery to Customer of the materials in line with scope of work and Customer accepts such activities and materials without unreasonable objections.

7. OUT OF SCOPE

Any services not listed in the Scope of Services section above are considered “out of scope”, however, for purposes of clarity, these services are not in scope of this SOW:

- CIT assumes Client will provide all the required hardware (VM Ware Instance would suffice), software/licensing for installation of SIEM
- Any changes in the Client environment will be assessed for change in CIT effort/cost and such changes will be communicated to Client in writing and shall be implemented subject to client approval.
- Any traffic/policy outside of SIEM is out of scope.
- Major enhancements in the network or server environments.
- Onsite Hands/eyes support

8. COMPLETION CRITERIA

CIT Resource shall have fulfilled its obligations when any one of the following first occurs:

- CIT resource accomplishes the activities described within this SOW, including delivery to Client of the materials in line with scope of work and Client accepts such activities and materials without unreasonable objections.
- CIT resource will perform it's best to identify and troubleshoot the issues in a reasonable time frame as agreed mutually and will escalate any un resolved issues to obtain help from Product Vendor and will closely work with Product support team while keeping Client informed with progress.
- CIT does not guarantee or be responsible for any product features nonfunctional due to limitation from Product/Service from Manufacturer (Rapdi7)

9. FEE SCHEDULE:

Cira Infotech Inc is pleased to provide schedule price of Managed Security services to Client as described in the above sections for a fixed monthly cost. The Managed services will start from the date of signing the contract and will continue for a period of 36 Months. At the end of 36 Months the contract shall be automatically renewed on an annual basis until the contract is terminated by either parties in writing a month before contract end date.

Monthly Cost to City of Lawrenceville, GA	Contract	Description Of Services
\$ 4,225 per Month \$50,700 per Year Total Contract Cost: \$152,100.00	3 year	New Services Included: 24x7 SOC Monitoring for Security Incidents on Servers and End Points including desktops/Laptops etc. - Network Devices within Data center (Syslog) - Security Information and Event Management (SIEM) Rapid7 InsightIDR IDR Services 1 Year Security Log Retention in the Cloud File Integrity Monitoring Integrating Log sources including Active Directory, DNS, DHCP, Cloud Applications, Routers, Switches etc. SaaS applications such as O365 as well as other AWS/AZURE or other applications
\$ 9,500 (Optional) for a Compromise Assessment (Highly Recommended)	One Time SOW	Compromise Assessment: - We highly recommend a compromise security assessment to assess the current security posture of the environment before implementing the IDR solution. - Without this option, we will take over the current environment, however, we will not be liable for any previous breaches.

10. STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes CIT to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The CIT assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the CIT project manager and the CIT Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the CIT Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 23, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item: Quarterly Ethics Report

Department: City Clerk

Date of Meeting: Monday, August 23, 2021

Fiscal Impact: None

Presented By:

Action Requested: Approve quarterly ethics report submitted by the City Clerk

Attachments/Exhibits:
Quarterly Report

7.

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LAWRENCEVILLE

GEORGIA

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

Item: RZR2021-00009; City of Lawrenceville; Quinn Ridge Subdivision

Department: Planning and Development

Date of Meeting: Monday, August 23, 2021

Presented By: Todd Hargrave, Director of Planning and Development

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

Planning Commission Recommendation: **Approval with Staff recommendations**

Summary: The City of Lawrenceville is requesting to change the zoning classification and conditions of zoning for all parcels of property known as Quinn Ridge Subdivision located off New Hope Road in the City of Lawrenceville. Recorded final plat references include: Plat Book 43, Page 256 recorded January 11, 1988; and recorded on Plat Book 44, Page 193 recorded March 23, 1988, Gwinnett County Records.

The property is presently zoned RM-12 (General Residence, 3,600 Square Foot District). The City is requesting to continue the conditions and variances previously approved, with the new zoning district RS-180 (Single-Family Residence).

Attachments/Exhibits:

- **RZR2021-00009** Report
- **RZR2021-00009** PC Recommendation
- **RZR2021-00009** Attachments

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING

CASE NUMBER	RZM2021-00009
APPLICANT	CITY OF LAWRENCEVILLE
CONTACT	TODD HARGRAVE
PHONE NUMBER	678.407.65
ZONING CHANGE	RM-12 TO RS-180
LOCATION	QUINN RIDGE SUBDIVISION
PARCEL ID	MULTIPLE-SEE APPLICATION
ACREAGE	+/- 36
PROPOSED DEVELOPMENT	REZONE PROPERTIES TO RS-180 FOR CONSISTENCY WITH SURROUNDING AREA
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

In the 1980’s, the property was zoned RS-180 (Single-Family Residence District) and RM (Multifamily Residential District) and approved for a development with multiple variances.

PROJECT DATA:

The City of Lawrenceville requests to change the zoning classification and conditions of zoning for all parcels of property within and known as the Quinn Ridge Subdivision located off New Hope Road in the City of Lawrenceville. Recorded final plat references include: Plat Book 43, Page 256 recorded January 11, 1988; and recorded on Plat Book 44, Page 193 recorded March 23, 1988, Gwinnett County Records.

The property is presently zoned RM-12 (General Residence, 3,600 Square Foot District). The City is requesting to continue the conditions and variances previously approved, with the new zoning district RS-180 (Single-Family Residence) to have cohesive zoning within the Traditional Residential Character Area.

The property lies within the Traditional Residential Character Area of the 2040 Comprehensive Plan and Future Development Map. The Character Area is 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.

The surrounding area is characterized by single-family developments along this segment of New Hope Road. Immediately to the north of the subject property is a single-family development zoned RS-150 (Single-Family Residential). Adjacent to the east and south are single-family subdivisions within Gwinnett County. To the west across New Hope Road are properties zoned RS-180.

The Planning and Development Department recommends **APPROVAL WITH CONDITIONS**.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No Comment.

ELECTRIC DEPARTMENT

No Comment.

GAS DEPARTMENT

No Comment.

CODE ENFORCEMENT

No comment.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *Yes.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *No.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2021-00009

Approval as RS-180 (Single-Family Residence District) to be consistent with the surrounding area, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Single-family residence purposes only.
 - B. All uses allowed in RS-180 Zoning District.
2. To satisfy the following site development considerations:
 - A. Variances approved as listed in the Quinn Ridge Forest Unit One Final Plat, prepared by Horlbeck & Associates, Inc. In 1988.
 - B. Dwelling must be a minimum of 1,400 square feet.
 - C. Variances for a 10 foot encroachment into the front and rear yard setback on the following lots:
 - a. Block "A": 5-20
 - b. Block "B": 1-15, 20-22
 - c. Block "C": 1-5, 7-16
 - d. Block "D": 1-24
 - e. Block "E": 5-9, 13-15, 23-27

PLANNING COMMISSION
RECOMMENDED CONDITIONS_08022021

RZR2021-00009

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 - c. Block "C": 1-5, 7-16
 - d. Block "D": 1-24
 - e. Block "E": 5-9, 13-15, 23-27



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>City of Lawrenceville</u>	NAME: <u>Multiple- See attachment</u>
ADDRESS: <u>70 S. Clayton Street</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Todd Hargrave</u> PHONE: <u>678.407.6563</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>RM-12</u> REQUESTED ZONING DISTRICT: <u>RS-180</u>	
PARCEL NUMBER(S): <u>Multiple- see attachment</u> ACREAGE: <u>+/- 35</u>	
ADDRESS OF PROPERTY: <u>Multiple- see address</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

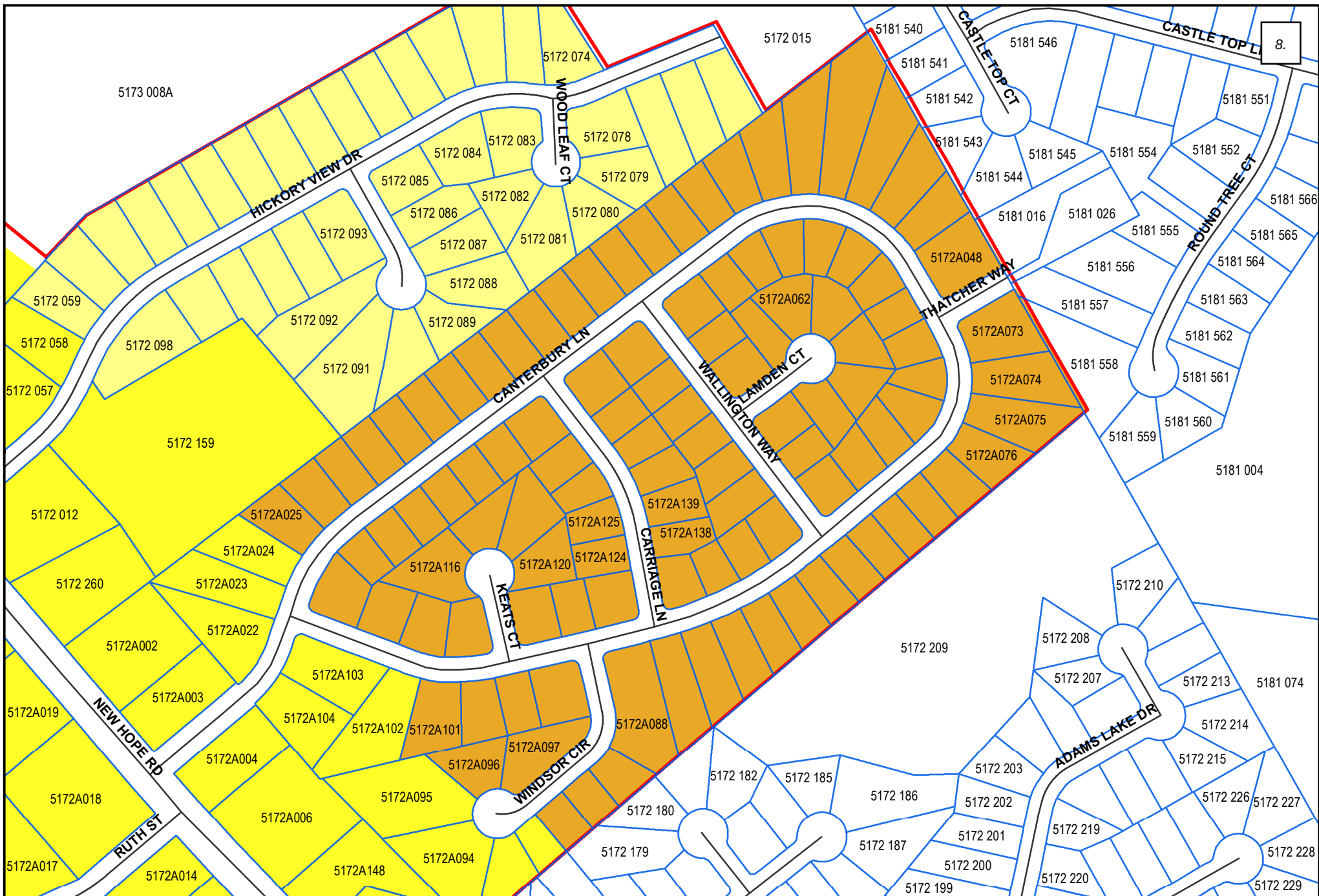
NOTARY PUBLIC

NOTARY PUBLIC

DATE

70 S. Clayton Street • Lawrenceville, Georgia 30046-2200
 770.2414 • www.lawrencevillega.org





- Legend**
- City Boundary
 - RM-12 Multifamily Residential
 - RS-150 Single-Family Residential
 - RS-180 Single-Family Residential

**PLANNING AND DEVELOPMENT
LOCATION MAP AND SURROUNDING ZONING**

FILE # RZR2021-00009



1 Inch = 250 Feet



LAWRENCEVILLE
GEORGIA

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Team GIS | IT

Gwinnett County, GA; City of Lawrenceville, GA; Geographic Technologies Group

 Subject Properties
 City Boundary

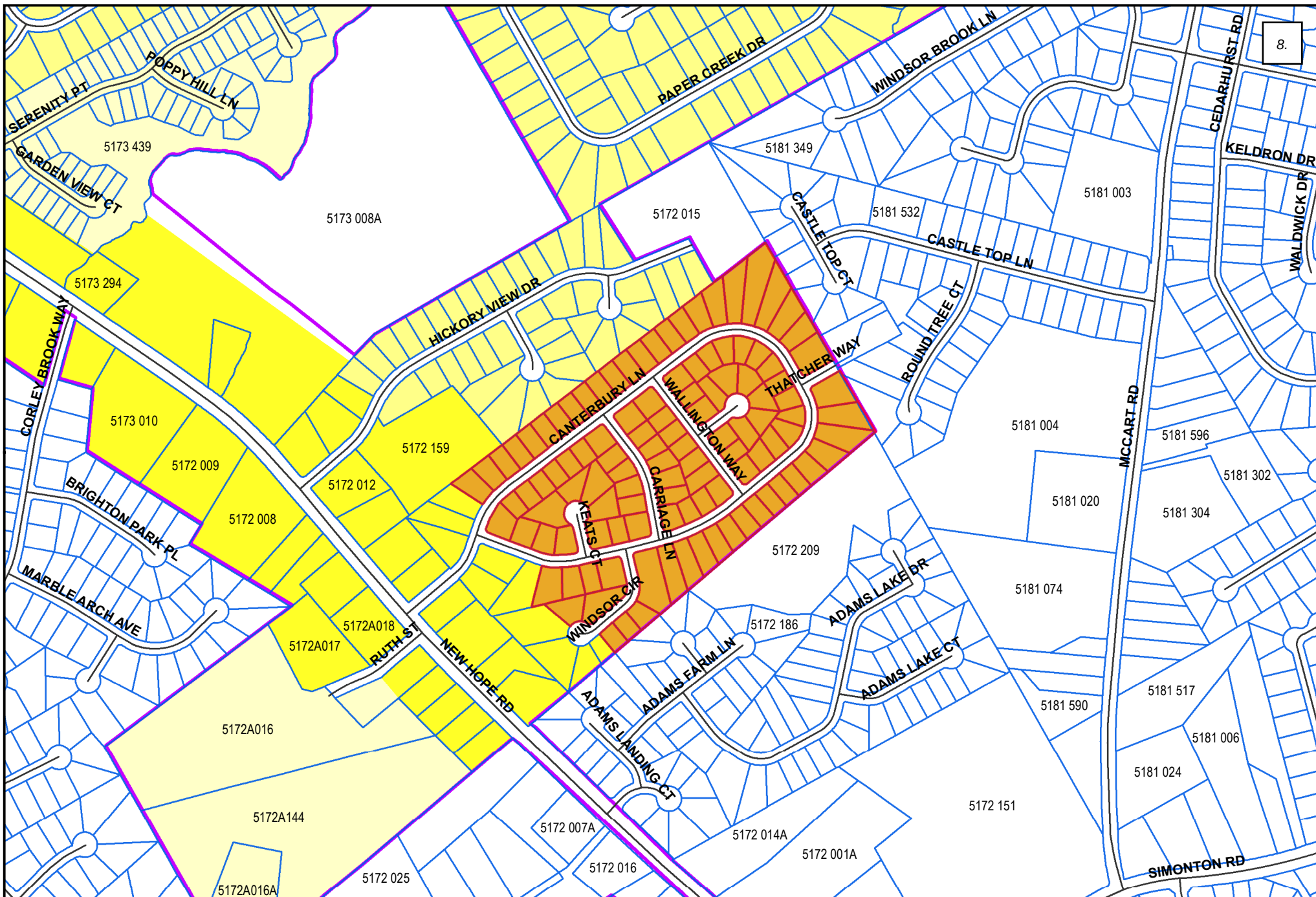
FILE # RZR2021-00009



1 Inch = 250 Feet



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- Legend**
- Subject Properties
 - City Boundary
 - RM-12 Multifamily Residential
 - RS-60 Single-Family Residential
 - RS-150 Single-Family Residential
 - RS-180 Single-Family Residential

**PLANNING AND DEVELOPMENT
LOCATION MAP AND SURROUNDING ZONING**

FILE # RZR2021-00009



1 Inch = 500 Feet



LAWRENCEVILLE
GEORGIA

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Team GIS | IT



LAWRENCEVILLE

GEORGIA

Dear Sir/Madam:

Please be advised that **THE CITY OF LAWRENCEVILLE** has applied for a rezoning of property located at **THE QUINN RIDGE SUBDIVISION** from **(RM-12)** to **(RS-180)**. The City is requesting to continue the conditions and variances previously approved, with the new zoning district RS-180 (Single-Family Residence).

Notice is hereby given to the Public that an application has been filed by the City of Lawrenceville, Georgia requesting to change the zoning classification and conditions of zoning for all parcels of property known as Quinn Ridge Subdivision located off New Hope Road in the City of Lawrenceville. Recorded final plat references include: Plat Book 43, Page 256 recorded January 11, 1988; and recorded on Plat Book 44, Page 193 recorded March 23, 1988, Gwinnett County Records.

The Lawrenceville City Council will consider whether or not to rezone the property and whether or not to change the conditions and variances approved as part of prior zoning actions. The Mayor and City Council has authority to change the conditions placed upon the property in prior zoning actions, change the variances granted in prior zoning actions, zone the property as requested or place such other zoning classification and conditions on the property as they deem appropriate, constitutional, and in the best interest of the citizens of Lawrenceville. All citizens are advised that action on this application could affect the allowed, permitted, accessory and/or special uses of each and every property located within the Quinn Ridge subdivision. The public is invited to attend public hearings scheduled for Monday, August 2, at 6:00 p.m. for the Planning Commission and Monday, August 23, at 7:00 p.m. for the Mayor and City Council in city hall, which is located at 70 S. Clayton Street, Lawrenceville, Georgia. A copy of the proposed rezoning is available for review in the office of the Planning and Development Department located at City Hall, Georgia, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

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,

Todd Hargrave

Enclosures: Applicant and contact information | Copy of rezoning application | Copy of letter of intent
| Site plan | Vicinity map

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>City of Lawrenceville</u>	NAME: <u>Multiple- See attachment</u>
ADDRESS: <u>70 S. Clayton Street</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Todd Hargrave</u> PHONE: <u>678.407.6563</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>RM-12</u> REQUESTED ZONING DISTRICT: <u>RS-180</u>	
PARCEL NUMBER(S): <u>Multiple- see attachment</u> ACREAGE: <u>+/- 35</u>	
ADDRESS OF PROPERTY: <u>Multiple- see address</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

70 S. Clayton Street, Suite 2200 • Lawrenceville, Georgia 30046-2200
 770.962.2414 • www.lawrencevillega.org

Quinn Ridge Subdivision Property Owners

PIN	OWNER1	OWNER2	Location Address
5172A071	HELGELAND ROBERT	HELGELAND LINDA	351 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A139	BEGANOVIC REJFO	<Null>	690 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A131	LOHR MARK S & SHARON K	<Null>	685 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A028	EPPS BRENDA	<Null>	170 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A127	THAKER KULDEEP	<Null>	650 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A029	VO HOANG DIEM THUY	VO HOANG SY	180 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A054	CANTERBURY FAMILY LANDD TRUST	<Null>	441 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A056	KENNEDY GRETCHEN	<Null>	704 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A040	MORRIS ASHLEY M	MORRIS TIMOTHY B	290 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A101	WILLIAMS NEVILLE	WILLIAMS INGRID WYKE	590 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A080	CAMPANA JOSE	CAMPANA GLADYS E	460 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A116	NEGRON ANIBAL	<Null>	707 KEATS CT, LAWRENCEVILLE, GA 30046
5172A077	BOIMAH HAWAH	<Null>	430 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A078	NGUYEN TRONG V	<Null>	440 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A079	ARNAU JANELL R	<Null>	450 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A108	HIRALDO ALTAGRACIA	<Null>	171 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A072	DE LEON ANA	<Null>	361 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A036	MILLENDER JANESTHER & ENNIS JR	<Null>	250 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A073	BAILEY JENNIFER ELIZABETH	<Null>	390 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A039	GONZALEZ CECILIA	<Null>	280 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A068	LINDLEY PRESTON N ETAL	<Null>	291 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A141	CALDWELL JEFFREY DEAN	<Null>	670 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A085	LOWERY DARRELL	<Null>	510 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A059	DELGADILLO DONNA E	<Null>	295 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A081	CANTERBURY LANE INVESTMENT LLC	<Null>	470 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A137	GUEVARA JUAN V SALMERON	<Null>	521 CANTERBURY LN, LAWRENCEVILLE, GA 30046

5172A125	ALMANZA SALVADOR JAIME	<Null>	691 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A025	NUSS STEPHANIE FRANCES T	<Null>	140 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A065	HALL PHYLLIS A	<Null>	664 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A115	ZAFAR FARAZ	<Null>	697 KEATS CT, LAWRENCEVILLE, GA 30046
5172A035	JOHNSON CLARENCE	<Null>	240 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A086	2017-2 IH BORROWER LP	<Null>	520 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A084	SLIGH JOHN WILLIAM	<Null>	500 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A123	ARVM 5 LLC	<Null>	541 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A053	VASQUEZ MELVIN	<Null>	431 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A058	ACOSTA RALPH	RIVERA MONICA	285 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A134	ALVAREZ JULIE	<Null>	715 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A074	STOKES STEVE R ETAL	<Null>	400 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A044	ALVAREZ MARIA H	LOPEZ LUIS J	330 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A069	MCKLEEN LLC	<Null>	311 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A043	LEE JOHN E & JULIE W	<Null>	320 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A119	TODOROV YOURI V	DIAZ REBECA SEGURA	581 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A118	STOKES FRED L & ZETTA RUTH	<Null>	591 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A121	HEARD SHATARA	<Null>	561 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A111	RODRIGUEZ JORGE DUVAL	<Null>	201 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A130	2018-1 IH BORROWER LP	<Null>	675 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A031	BONILLA JOSE D	<Null>	200 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A032	NEVELS CYNTHIA	<Null>	210 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A051	BARNWELL DARON	<Null>	401 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A106	SOWER MICHAEL JAMES	<Null>	151 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A135	JOHNSON JACQUELINE	<Null>	491 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A110	MARTIN WILLI	<Null>	191 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A114	ROWELL KEVIN P	<Null>	698 KEATS CT, LAWRENCEVILLE, GA 30046
5172A126	GYIMAH MADELENE	<Null>	671 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A140	JOHNSON ANGELA	<Null>	680 CARRIAGE LN, LAWRENCEVILLE, GA 30046

5172A050	PROGRESS RESIDENTIAL BORROWER 6 LLC	<Null>	381 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A042	SUREZA OLGA L	<Null>	310 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A047	DUNN LORENZO & DARLENE DENISE	<Null>	360 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A087	CARLSON ROBERT C ETAL	<Null>	530 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A098	CHOWDBURY MOHAMMED Z	HUSSAIN MOHAMEED I	560 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A117	SILVEY TROY B ETAL	<Null>	601 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A030	SFR JV-1 2020-1 BORROWER LLC	<Null>	190 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A057	SHWILLER ASHLEY NICOLE TULLIS	<Null>	275 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A090	CLARK STACEY A	<Null>	748 WINDSOR CIR, LAWRENCEVILLE, GA 30046
5172A088	GARCIA JOSE A & IRMA	<Null>	540 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A100	RESTIVO NICHOLAS R	<Null>	580 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A082	ARIAS SIMON	<Null>	480 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A109	PROGRESS RESIDENTIAL BORROWER 14 LLC	<Null>	181 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A026	PAUL & CAROL TIMMONS ENTERPRISES LL	<Null>	150 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A060	KING DENISE	<Null>	305 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A062	HILL JEFFREY C	<Null>	294 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A066	FRENCH FRED	<Null>	654 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A049	HPA US1 LLC	<Null>	371 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A045	WOHEEL MARLEE E	WOHEEL ANNIE K	340 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A091	JORGE JOANNA	<Null>	758 WINDSOR CIR, LAWRENCEVILLE, GA 30046
5172A107	SMITH JENNIFER D	<Null>	161 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A034	RICHARDSON MICHAEL D	RICHARDSON YOLONIA F	230 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A083	MATTHEWS ROBERT ETAL	<Null>	490 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A122	SFR JV-1 2020-1 BORROWER LLC	<Null>	551 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A052	MONTGOMERY CHELDON	MONTGOMERY SHEILA	421 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A097	ARMENDARIZ FANNY CARTUJANO	<Null>	747 WINDSOR CIR, LAWRENCEVILLE, GA 30046
5172A136	MOHAMAD MOHAMAD SHUKOR BIN	<Null>	511 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A120	MAHAN CYRUS LEE	<Null>	708 KEATS CT, LAWRENCEVILLE, GA 30046

5172A061	SAID AMINULHAQ	<Null>	304 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A046	TELLES ELISEO LEMUS	LEMUS YURIDIA MARIA	350 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A063	TRAN SANG	<Null>	284 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A099	JONES TONIA FAYE	HARRIS THOMAS LEE	570 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A076	MIKULA CHRISTIAN	MIKULA MEGAN	420 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A112	GARCIA ROSA G	GONZALEZ ERMENEGILDO	651 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A132	ROWE GEORGE A	ROWE CRYSTAL F	695 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A142	IH3 PROPERTY GEORGIA LP	<Null>	660 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A027	ALVAREZ GUEVARA OLGA GUMERCINDA	<Null>	160 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A105	DIAMOND RACHEL E	<Null>	611 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A124	WILLIAMS DONALD T ETAL	<Null>	701 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A138	MORVEN LLC	<Null>	700 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A133	SIMS LAUNA M	<Null>	705 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A055	SABO STEPHEN K & CATHLEEN L	<Null>	461 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A033	CHACON MARTHA	<Null>	220 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A067	TRAN SANG	<Null>	281 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A038	SANCE ALCIDE	<Null>	270 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A037	TEHRANI ABBAS & MARJAN	<Null>	260 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A070	ZAMORA ALBERTO	<Null>	331 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A089	MAHMOOD AHMED M ABU	MAHMOOD LAITH M ABU	738 WINDSOR CIR, LAWRENCEVILLE, GA 30046
5172A113	GRAY WILLIAM & BETTY L	<Null>	661 CARRIAGE LN, LAWRENCEVILLE, GA 30046
5172A064	SANTILLAN ISLAS JUAN C	HERNANDEZ ESTELA SOTO	274 LAMDEN CT, LAWRENCEVILLE, GA 30046
5172A129	HAREL URI	HAREL GALIA	665 WALLINGTON WAY, LAWRENCEVILLE, GA 30046
5172A096	WORKS TERRENCE & BARBARA	<Null>	777 WINDSOR CIR, LAWRENCEVILLE, GA 30046
5172A128	NORRELL MICHAEL	NORRELL MARITZA	251 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A041	MALLARD JERRY	MALLARD JACQUELYN	300 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A075	CORALIC MIRZET	<Null>	410 CANTERBURY LN, LAWRENCEVILLE, GA 30046
5172A048	PRATOR KEITH R ETAL	<Null>	370 CANTERBURY LN, LAWRENCEVILLE, GA 30046



LAWRENCEVILLE

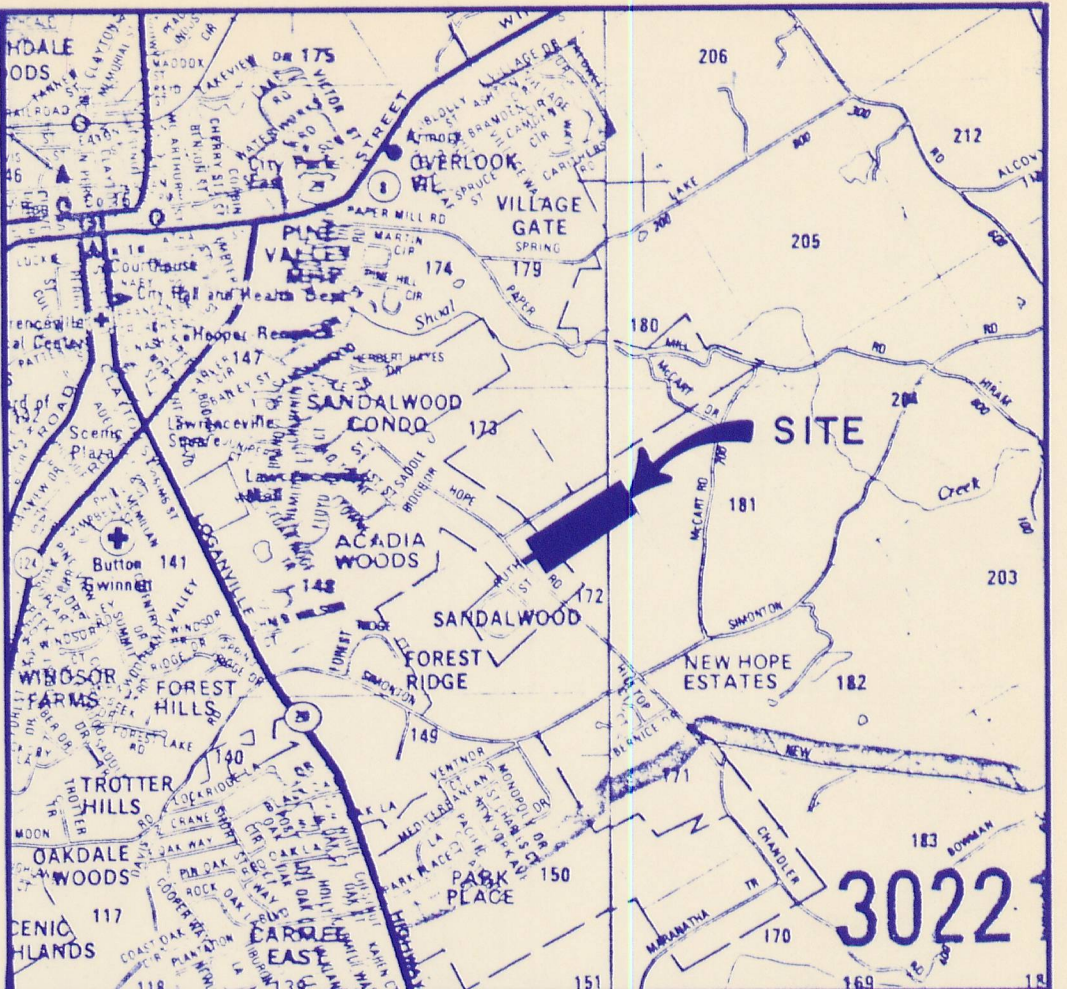
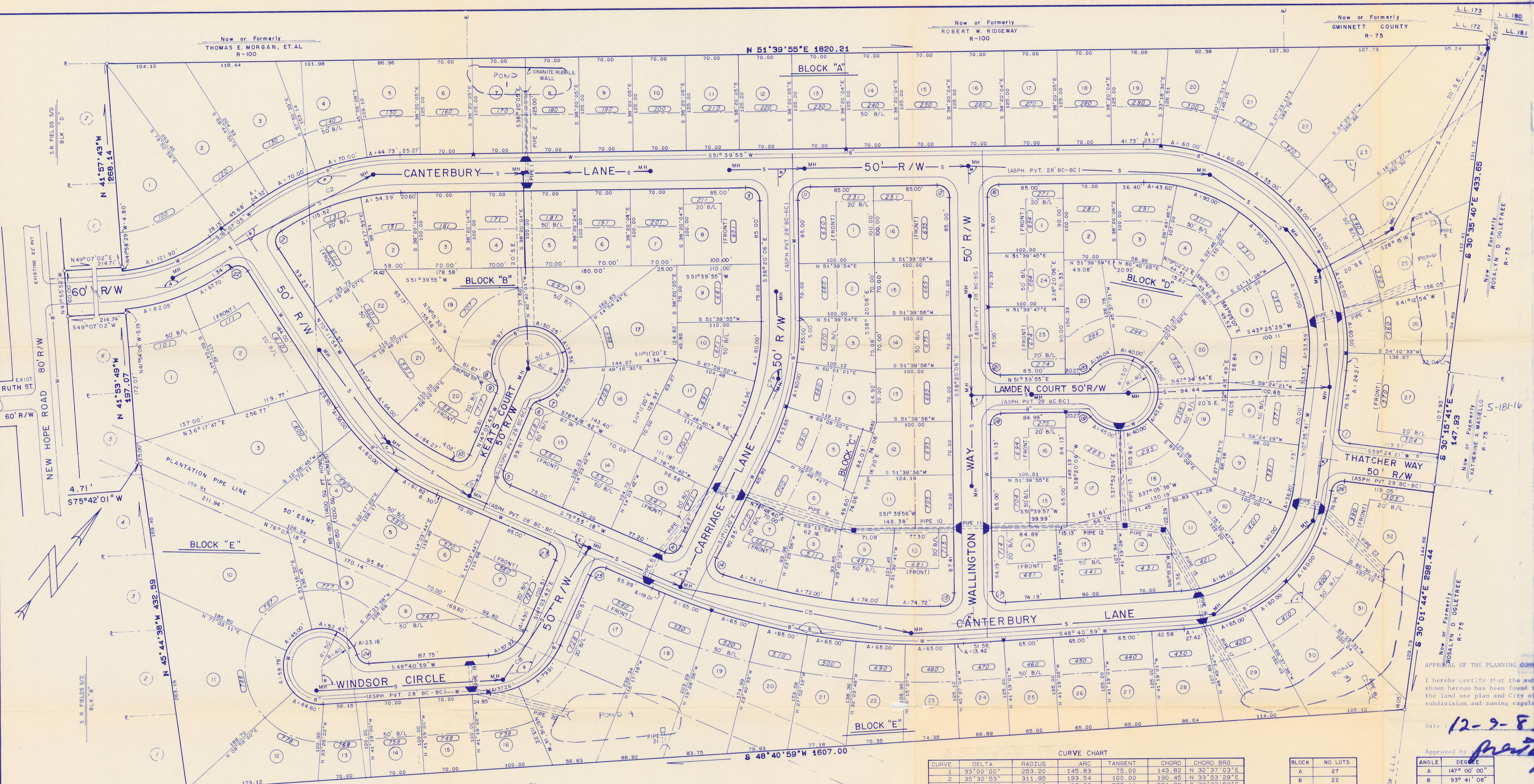
GEORGIA

Todd Hargrave
Director | Planning and Development
City of Lawrenceville, GA 30046

The City of Lawrenceville is intending to rezone approximately 35 acres of the Quinn Ridge Subdivision from RM-12 (General Residence, 3,600 Square Foot District) to RS-180 (Single-Family Residence District). There are 111 parcels that would be rezoned to be more consistent with single-family developments in the surrounding area. The rezoning would include the continuance of prior zoning conditions and variances approved in 1988, to be listed on the report. Property owners do not need to file any documentation and are not required to show to the public hearing. The overall intent is to clean-up outdated zoning districts in established neighborhoods.

Sincerely,

Todd Hargrave
678.407.6563
Todd.hargrave@lawrencevillega.org



LEGEND				
R/W	Right of way	UE	Utility easement	
PVT	Pavement	J	Junction box	
SB	Setback	H	Headwall	
B/L	Building line	C	Centerline	
P	Property line	D	Drainage direction	
F	Fire hydrant	IPF	Iron pin found	
V	Valve	IP	Iron pin set	
W	Water lateral	IPS	Electric power	
MH	Manhole	W	Water main	
S	Sewer line	S	Sanitary sewer	
DE	Drainage easement	R	Radius of curvature	
SE	Sewer easement	C	Catch basin	

CURVE	ARC	RADIUS	CHORD	BEARING
1	23.56'	15.00'	21.21'	N75°33'40"W
2	23.02'	15.00'	20.83'	N26°13'49"W
3	23.56'	15.00'	21.21'	S83°20'05"E
4	22.80'	15.00'	20.67'	S32°21'04"W
5	23.56'	15.00'	21.21'	N59°03'42"W
6	8.23'	15.00'	8.13'	N01°39'21"E
7	5.39'	15.00'	5.36'	N27°39'57"E
8	5.06'	15.00'	5.03'	S56°25'28"E
9	8.56'	15.00'	8.45'	S30°24'51"E
10	23.56'	15.00'	21.21'	S30°56'17"W
11	23.56'	15.00'	21.21'	N06°39'55"E
12	23.56'	15.00'	21.21'	S83°20'05"E
14	23.72'	15.00'	22.69'	N60°07'33"E
15	23.56'	15.00'	22.98'	S06°01'56"W
16	23.56'	15.00'	21.21'	N06°39'55"E
17	24.35'	15.00'	21.76'	N84°49'36"W
18	23.56'	15.00'	21.21'	N06°39'55"E
19	13.62'	15.00'	13.16'	N77°40'31"E
20	13.62'	15.00'	13.16'	S25°39'18"W
21	23.56'	15.00'	21.21'	N83°20'05"E
22	24.53'	15.00'	21.88'	N66°27'33"E
23	23.56'	15.00'	21.21'	S59°03'42"W
24	20.07'	15.00'	18.61'	S87°00'43"W
25	23.56'	15.00'	21.21'	N30°56'18"E
26	23.41'	15.00'	21.11'	N4°41'46"E

REVISION NO. 1 REVIEWED AND APPROVED THIS 22 DAY OF March, 1988 BY *Bradford P. Leonard* BRADFORD P. LEONARD, Planning Dir.

PIPE	D.A.	C	Tc	I	Q	DIA.	LENGTH	RET. FREQ.
1	1.12	0.65	5	9.1	6.6	18"	32' coated	25
2	1.77	0.67	5	9.1	10.8	18"	85'	25
3	0.13	0.95	5	9.1	1.1	18"	32' coated	25
4	1.78	0.51	5	9.1	8.3	18"	105'	25
5	ROUTED					24"	15'	25
6	1.31	0.66	5	9.1	7.9	18"	32' coated	25
7	1.53	0.70	5	9.1	9.7	18"	110'	25
8	5.18	0.88	5	9.1	32.6	24"	32' coated	25
9	6.36	0.59	5	9.1	34.1	24"	150'	25
10	6.36	0.59	5	9.1	34.1	24"	135'	25
11	11.75	0.59	5	9.1	63.1	36"	32' coated	25
12	11.85	0.59	5	9.1	63.6	36"	175'	25
13	0.95	0.67	5	9.1	5.8	18"	125'	25
14	12.80	0.60	5	9.1	69.9	42"	45'	25
15	12.80	0.60	5	9.1	69.9	42"	75'	25
16	13.66	0.60	5	9.1	74.6	42"	32' coated	25
17	20.28	0.61	5	9.1	112.6	42"	110'	25
18	ROUTED					36"	25'	25
19	5.42	0.60	5	9.1	29.6	24"	32' coated	25
20	6.67	0.51	5	9.1	31.0	24"	125'	25
21	ROUTED					30"	18'	25
22	5.0	0.58	5	9.1	26.4	24"	32' coated	25
23	5.19	0.59	5	9.1	27.9	30"	110'	25

GENERAL NOTES:
(1) IRON PINS SET, 1/2" REBAR, AT ALL LOT CORNERS.
(2) MINIMUM LOT SIZE - 6,500 SQ. FT. AVERAGE LOT SIZE - 7,000 SQ. FT.
(3) UTILITIES PROVIDED BY CITY OF LAWRENCEVILLE: GAS, ELECTRICITY, WATER, AND SEWAGE DISPOSAL. PHONE SERVICE PROVIDED BY SOUTHERN BELL.
(4) F.I.R.M. PANELS 130322 0215 AND 130099 0004 B INDICATES THAT THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD DISTRICT.
(5) THE CITY OF LAWRENCEVILLE ASSUMES NO RESPONSIBILITY FOR OVERFLOW, OR EROSION OF NATURAL OR ARTIFICIAL DRAINAGE BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT.
(6) FRONT YARD SETBACK REDUCED FROM 50' TO 40' THROUGH ADMINISTRATIVE VARIANCES ON LOTS 5-20 "A"; 1-15, 20-22 "B"; 1-5, 7-16 "C"; 1-24 "D"; 5-9, 13-15, 23-27 "E".
(7) SIDE YARD SETBACK REDUCED FROM 10' TO 5' ON ON SIDE ONLY THROUGH ADMINISTRATIVE VARIANCES ON LOTS 24 "A"; 2 "B"; 4 AND 5 "C"; 24 "D"; 1 "E".
(8) THE FIELD WORK FOR THIS SURVEY WAS RUN USING A TOPCON SEMI-TOTAL STATION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000' AND AN ANGULAR ERROR OF 01" PER ANGULAR POINT AND WAS ADJUSTED USING COMPASS RULE. PLAT PRECISION IS ONE FOOT IN 507.23'.
(9) REAR YARD SETBACK REDUCED FROM 40' TO 30' THROUGH ADMINISTRATIVE VARIANCES ON LOTS 5-20 "A"; 1-15, 20-22 "B"; 1-5, 7-16 "C"; 1-24 "D"; 5-9, 13-15, 23-27 "E".

PROTECTIVE COVENANTS
LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH ARE GRANTED WITH THE LAND AND MAY BE ENFORCED BY THE OWNER OF ANY LOT IN THE SUBDIVISION AND SHALL REMAIN IN FORCE AND EFFECT UNTIL THE 31st DAY OF OCTOBER, 1987:
1. LOTS SHOWN SHALL BE FOR SINGLE FAMILY RESIDENCE PURPOSES ONLY.
2. NO LOT SHALL BE SUBDIVIDED, NOR SHALL MORE THAN ONE HOUSE BE ERECTED ON ANY ONE LOT.
3. NO BUILDING SHALL BE ERECTED ON ANY LOT TO BE USED AS A SCHOOL, CHURCH, OR KINDERGARTEN.
4. NO TEMPORARY HOUSE, SHACK, TENT, OR TRAILER SHALL BE ERECTED OR OCCUPIED ON ANY LOT AS A RESIDENCE, SCHOOL, CHURCH, OR A KINDERGARTEN.
5. NO RESIDENCE SHALL BE ERECTED ON ANY LOT TO HAVE LESS THAN 4- SQUARE FEET.
6. RESIDENTIAL CONSTRUCTION PLANS MUST BE SUBMITTED TO AND APPROVED BY DEVELOPER.
7. HOME BUILDER SHALL BE HELD RESPONSIBLE FOR IMPLEMENTATION OF AND CONFORMANCE WITH COUNTY SOIL EROSION CONTROL ORDINANCE.
8. HOME BUILDER SHALL BE REQUIRED TO MAINTAIN CLEANLINESS OF BUILDING SITE, REMOVING ALL DEBRIS AND CONSTRUCTION MATERIALS AFTER COMPLETION OF CONSTRUCTION. HE SHALL BE REQUIRED TO REMOVE TRANSPORTED SOILS FROM STREET GUTTERS AND CATCH BASINS ADJACENT DEVELOPED LOT AND HE SHALL SEED ALL DISTURBED EARTH WITH A PERMANENT VEGETATIVE COVER.

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	33°00'00"	253.20	149.89	75.00	143.82	N 32°37'03"E
2	35°32'53"	311.95	193.84	100.00	190.45	N 33°53'29"E
3	97°44'25"	240.25	409.83	275.11	361.92	S 79°27'52"E
4	79°16'38"	184.22	254.89	152.61	235.04	S 09°02'39"W
5	27°15'18"	863.04	410.54	209.23	406.68	S 62°18'38"W
6	33°51'50"	275.86	163.04	83.98	160.68	N 87°07'48"W
7	27°08'46"	165.81	95.27	165.81	165.25	S 24°45'42"E
8	62°44'43"	82.00	89.80	50.00	85.38	S 17°18'38"W

THE LOTS SHOWN HEREON HAVE BEEN REVIEWED BY THE GWINNETT COUNTY HEALTH DEPARTMENT AND ARE APPROVED FOR DEVELOPMENT WITH SEWER ONLY.

THIS PLAT AND DESIGN OF THE WATER DISTRIBUTION SYSTEM HAVE BEEN SUBMITTED TO AND REVIEWED BY THE WATER ENGINEER AND ARE APPROVED.

DATED THIS 3rd DAY OF November, 1987.
BY: *James Lee Giff*
TITLE: *Gen. Supt. Apr. II*

DATED THIS 10th DAY OF Nov, 1987
BY: *Robert B. Brown*
TITLE: *City Clerk*

RE-RECORDED 3/23/88 PLAT BOOK 44, PAGE 193
RECORDED 1/11/88 PLAT BOOK 43, PAGE 256
ZONED RS-180 AND RM TOTAL AREA: 36.385 ACRES

BLOCK	NO. LOTS
A	27
B	22
C	16
D	24
E	32
TOTAL	121

THIS PLAT HAS BEEN SUBMITTED TO AND REVIEWED BY THE GWINNETT COUNTY FIRE DEPARTMENT AND IS APPROVED.

DATED THIS 10th DAY OF Nov, 1987.
BY: *James Lee Giff*
TITLE: *Gen. Supt. Apr. II*

GRAPHIC SCALE
60 0 60 120 180

ANGLE	DEGREE
A	147° 00' 00"
B	93° 41' 08"
C	146° 08' 10"
D	90° 00' 00"
E	90° 00' 00"
F	94° 02' 03"
G	152° 44' 42"
H	92° 58' 51"
J	100° 43' 22"
K	90° 00' 02"
L	82° 15' 35"
M	90° 00' 01"
N	90° 00' 00"
P	144° 27' 07"
Q	117° 15' 11"
R	90° 00' 00"
S	152° 51' 14"
T	90° 00' 00"

NO.	DATE	BY	REVISIONS
1	3/22/88	GSE	REVISED AS TO NAME CHANGE OF SUBDIV., LOT DIM. 6, 7, 8, 19, 20 "D"

H

HORLBECK & ASSOCIATES, INC.
ENGINEERS, SURVEYORS AND PHOTOGRAMMETRISTS
6455 JIMMY CARTER BLVD SUITE 100
NORCROSS, GEORGIA 30071 Telephone: (404) 448-1848

REGISTERED

LAND SURVEYOR

NO. 1942

W. E. HORLBECK

SHEET TITLE

FINAL PLAT

QUINN RIDGE FOREST

UNIT ONE

(CITY OF LAWRENCEVILLE)

LAND LOT 172 - 5th DISTRICT

GWINNETT COUNTY, GEORGIA

CLIENT

B.C. PROPERTIES
6126 ROCKBRIDGE SCHOOL RD
NORCROSS, GA. 30093
404-446-1550
CONTACT: BOB CLOER

FILE NUMBER

4 6 0 5

DATE

10/5/87

SCALE

1" = 60'

APPROVED

DRAWING NUMBER

1

SHEET

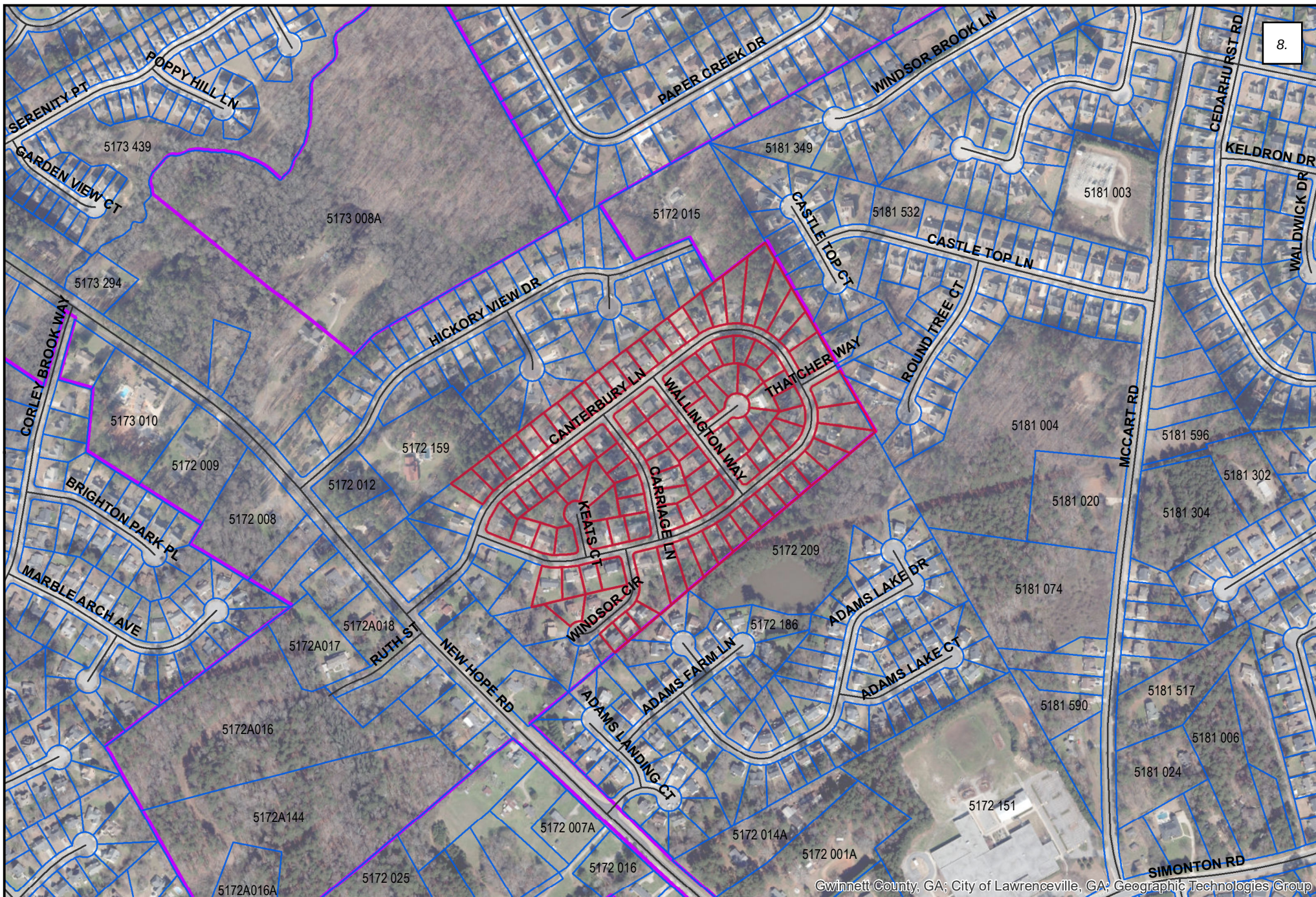
OF 1

CERTIFICATION OF PLANNING DIRECTOR:
I hereby certify that the subdivision plat shown hereon has been found to comply with the Master Plan, and the City of Lawrenceville Subdivision Regulations.
Dated this 10th day of Nov, 1987.
Bradford P. Leonard
(Planning Director)



Team GIS | IT

1 Inch = 250 Feet



Legend

- Subject Properties
- City Boundary

PLANNING AND DEVELOPMENT
LOCATION MAP AND SURROUNDING ZONING
FILE # RZR2021-00009



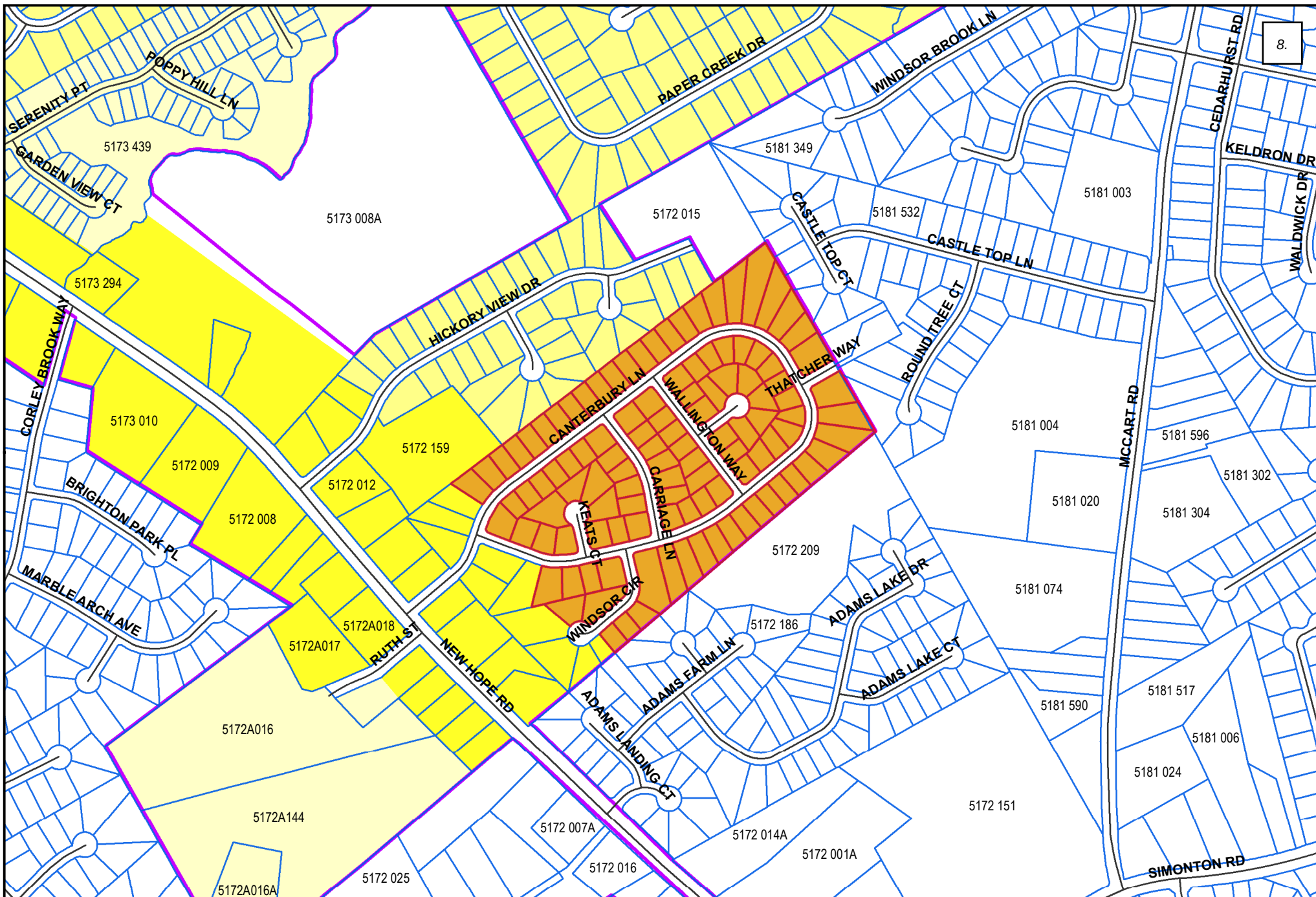
1 Inch = 500 Feet



LAWRENCEVILLE
 GEORGIA

Page 42

Team GIS | IT



- Legend**
- Subject Properties
 - City Boundary
 - RM-12 Multifamily Residential
 - RS-60 Single-Family Residential
 - RS-150 Single-Family Residential
 - RS-180 Single-Family Residential

**PLANNING AND DEVELOPMENT
LOCATION MAP AND SURROUNDING ZONING**

FILE # RZR2021-00009



1 Inch = 500 Feet



LAWRENCEVILLE
GEORGIA

Page 43

Team GIS | IT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 23, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Downtown Square Alleyway Name

Department: Community Relations

Date of Meeting: Monday, August 23, 2021

Fiscal Impact: N/A

Presented By: Chuck Warbington, City Manager

Action Requested: Naming the alleyway

Attachments/Exhibits:

North Perry Street Alleyway
Shoe Horn Alley - Perspective View



CITY OF LAWRENCEVILLE
NORTH PERRY STREET ALLEY



UTILITY DISCLAIMER

EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. ANY DEVIATIONS FROM THE DESIGN LOCATIONS SHALL BE REPORTED TO THE PROJECT ENGINEER PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITY LINES RESULTING FROM CONTRACTOR NEGLIGENCE SHALL BE REPAIRED AT CONTRACTOR EXPENSE.

OBSTRUCTIONS ENCOUNTERED

IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT FOR THIS PROJECT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, AND OTHER STRUCTURES WHICH MAY BE ENCOUNTERED DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL LOCATE THE LINES, TIES, AND STRUCTURES WITHIN AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPLICITLY DISCLOSE ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXISTENCE OF SUCH STRUCTURES. THE CONTRACTOR'S INCOMPLETENESS OF SUCH INFORMATION, SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING THE WORK TO RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES WHICH MAY BE ENCOUNTERED DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL STRUCTURES, AS PROVIDED IN THESE SPECIFICATIONS. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT DAMAGE TO THOSE STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL STRUCTURES. THE COST OF SUCH REPAIRS SHALL BE PAID FOR BY THE CONTRACTOR.

CONTRACTORS SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. PROPER SAFETY PROCEDURES ARE OF SPECIAL CONCERN ON THIS PROJECT CONSIDERING THAT WORKERS WILL BE IN OPEN TRENCHES FOR A PORTION OF THE SCOPE OF WORK THIS SITE.

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

WETLAND CERTIFICATION

THE DESIGN PROFESSIONAL, WHOSE SEAL APPEARS HEREON, CERTIFIES THE FOLLOWING: 1) THE NATIONAL WETLAND INVENTORY MAPS HAVE BEEN CONSULTED; AND, 2) THE APPROPRIATE PLAN SHEET DOES (X) / DOES NOT () INDICATE AREAS OF THE UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS AS SHOWN ON THE MAPS; AND, 3) IF WETLANDS ARE INDICATED, THE LAND OWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE FEDERAL WETLANDS ALTERATION (SECTION "404") PERMIT HAS BEEN OBTAINED.

NOTES

1. THERE IS NO FLOODPLAIN ON THIS PROPERTY FROM A WATER COURSE WITH A DRAINAGE AREA EXCEEDING 100 ACRES PER FIRM PANEL13135C0074F, EFFECTIVE SEPTEMBER 26, 2006.
2. THE PROJECT PROPERTY DOES NOT INDICATE AREAS OF UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
3. A 50-FOOT UNDISTURBED BUFFER AND 75-FOOT IMPERVIOUS SETBACK SHALL BE MAINTAINED ADJACENT TO ALL STREAMS.
4. CONTRACTOR MUST CONTACT JOHANNES LOUW, ASSISTANT CITY ENGINEER, AT 678-618-2839 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO ANY LAND DISTURBING ACTIVITY.
5. PHASE I EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY.
6. ALL REQUIRED PERMIT FEES AS SET AND OUTLINED BY THE CITY OF LAWRENCEVILLE CITY COUNCIL PER ZONING ORDINANCE ARTICLE XII SECTION 12.1 MUST BE PAID PRIOR TO THE ISSUANCE OF ANY PERMIT.
7. PERMITS MAY ONLY BE ISSUED TO AND IN THE NAME OF STATE OF GEORGIA LICENSED GENERAL CONTRACTORS PER O.C.G.A. 43-41.
8. ONCE THE PERMIT IS ISSUED FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE.



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UTILITY NOTES

1. a). CONTRACTOR TO COORDINATE WITH GWINNETT COUNTY DWR FOR WORK NECESSARY TO ADJUST WATER SERVICE 678-376-6700.
b). CITY OF LAWRENCEVILLE ELECTRICAL DEPARTMENT COORDINATION WILL BE WITH MICHAEL TATUM AT 770-277-7449.
c). CITY OF LAWRENCEVILLE GAS DEPARTMENT COORDINATION WILL BE WITH MIKE BRANDENBURG AT 678-878-0026.
2. CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION AND MUST COMPLY WITH ALL CITY REQUIREMENTS.

NOTE

CONTRACTOR TO COORDINATE WITH CITY OF LAWRENCEVILLE TO SHUT DOWN ALL PEDESTRIAN TRAFFIC ON SIDEWALK DURING CONSTRUCTION.

OWNER / DEVELOPER

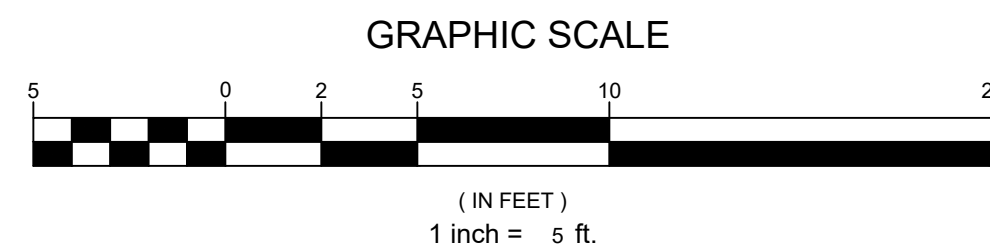
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG

ENGINEER

PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

PROJECT DATE: 07/08/2021

7/8/21	1	ISSUED FOR CITY REVIEW
DATE	No.	DESCRIPTION



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NORTH PERRY STREET
ALLEY

Land Lot 146, District 5, Parcel 5146D035
North Perry Street
Lawrenceville GA 30046

SITE LAYOUT

SHEET TITLE

CHE
DRAWN
N

BR

RELEASE

ENGINEER

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CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

07/08/2021

DATE _____

R21-075

PPI PROJECT NO.

OWNER / DEVELOPER

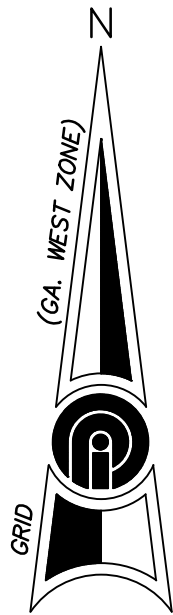
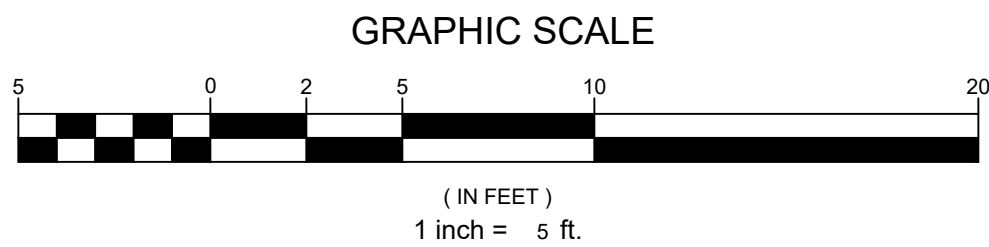
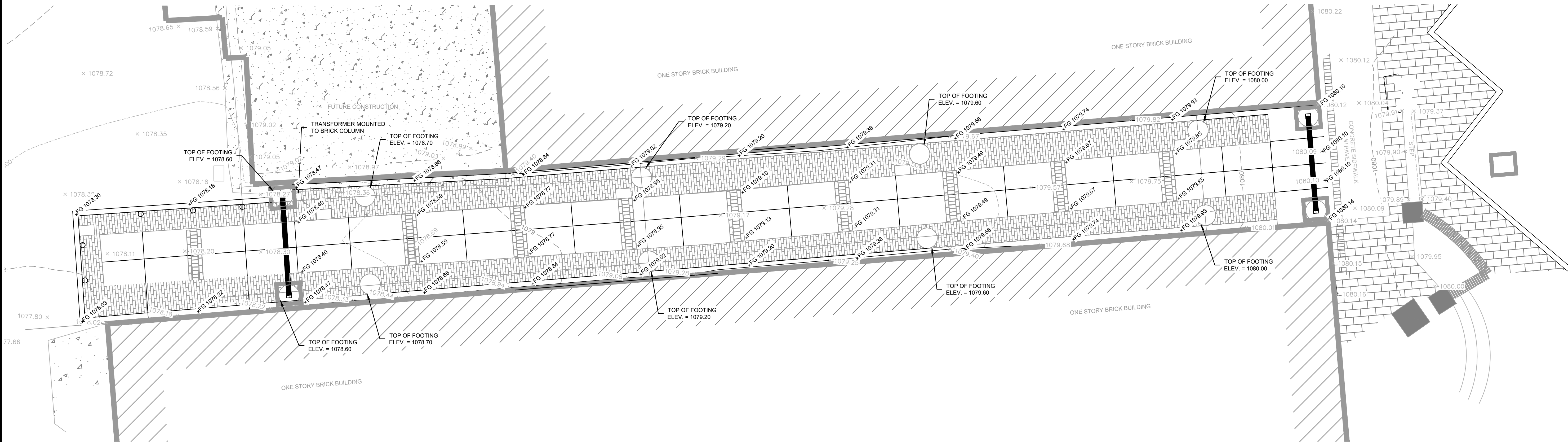
CITY OF LAWRENCEVILLE
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PHONE: 678-618-2833
LOUW@LAWRENCEVILLEGA.ORG

EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG

C2.0

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NO. 12271
PROFESSIONAL
7/8/21
ENGINEER
DAVID LEONARD

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**NORTH PERRY STREET
ALLEY**

Land Lot 146, District 5, Parcel 5148D035
North Perry Street
Lawrenceville, GA 30046

GRADING PLAN

SHEET TITLE	
DESIGN	DL
DRAWN	BR
CHECKED	DL

DATE	NO.	DESCRIPTION

RELEASE

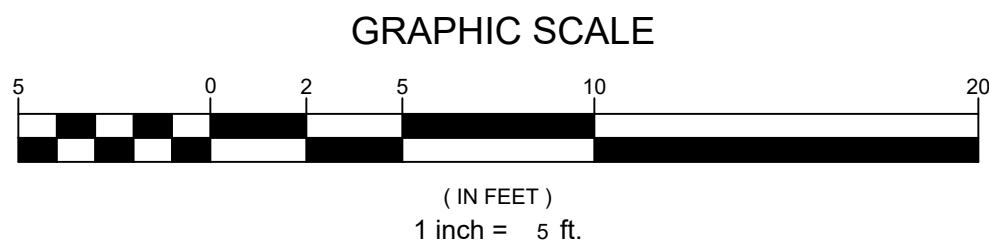
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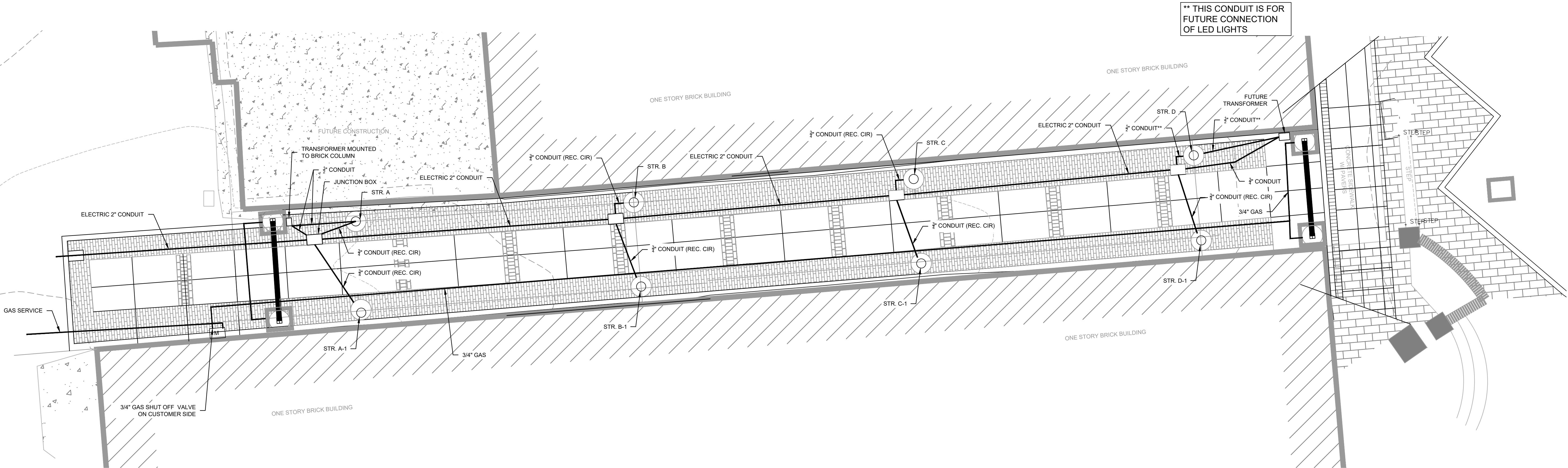
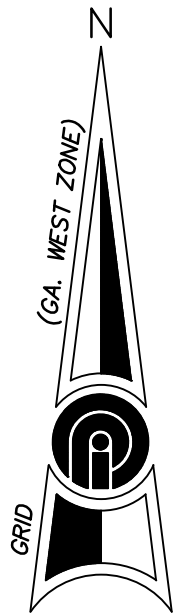
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NOTE:
1. EACH LIGHT STRUCTURE TO HAVE A REC. CIRCUIT AT THE BASE.
2. STRUCTURE A TO HAVE BOTH REC. CIRCUIT (AT BASE) AND LED CIRCUIT (AT TOP).
3. STRUCTURE D TO HAVE FUTURE LED CIRCUIT AT TOP AND WILL HAVE REC. CIRCUIT AT BASE.

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PHONE: 678-618-2839
EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG



**NORTH PERRY STREET
ALLEY**

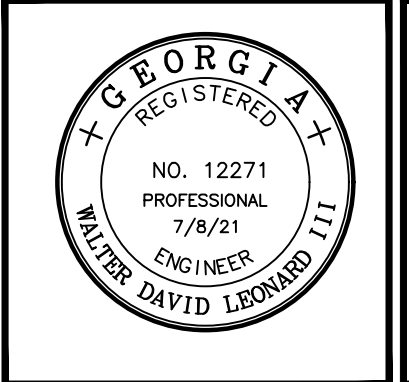
Land Lot 146, District 5, Parcel 5148D035
North Perry Street
Lawrenceville, GA 30046

UTILITY PLAN	
SHEET TITLE	CHECKED
	DL
DESIGN	DRAWN
	BR
RELEASE	

DATE	NO.	DESCRIPTION
07/08/2021		

R21-075
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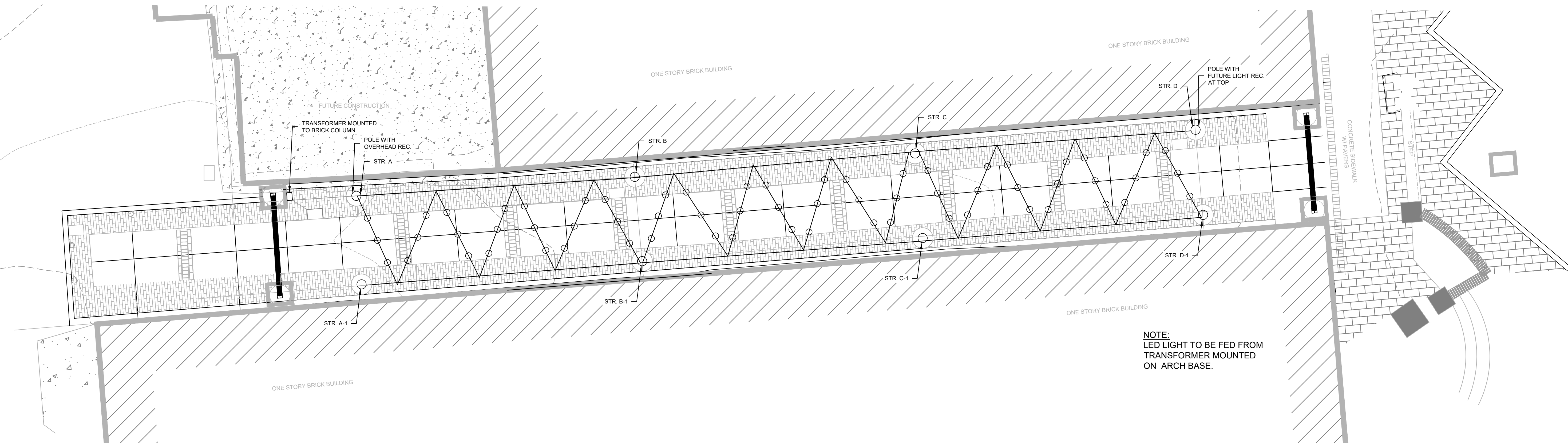
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GEORGIA811

Utilities Protection Center, Inc.

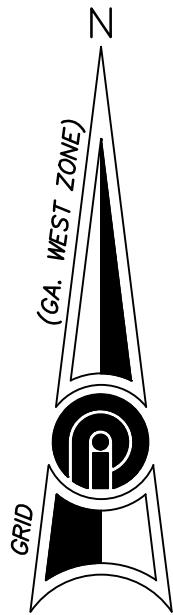
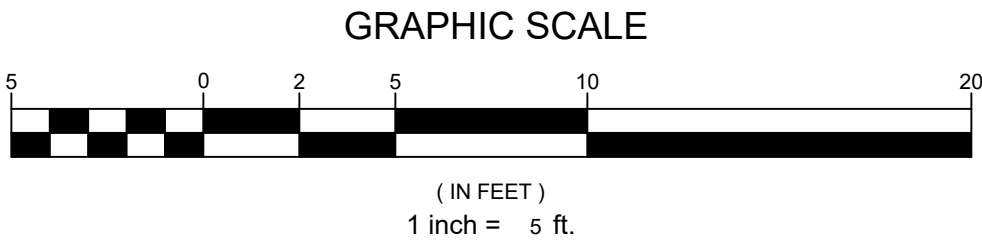
Know what's below.
Call before you dig.



NOTE:
LED LIGHT TO BE FED FROM
TRANSFORMER MOUNTED
ON ARCH BASE.

NOTE:
ADDITIONAL LIGHT WILL NEED TO HAVE
ADDITIONAL TRANSFORMER.

TOTAL NUMBER OF LIGHTS: 63



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EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG

LIGHTING PLAN	
SHEET TITLE	
DESIGN	DL
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CHECKED	DL
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DATE	
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**NORTH PERRY STREET
ALLEY**

Land Lot 146, District 5, Parcel 5148D035
North Perry Street
Lawrenceville, GA 30046

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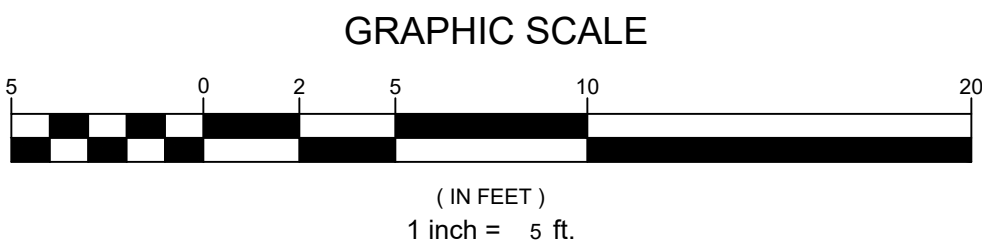
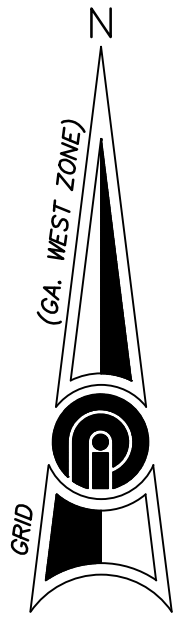
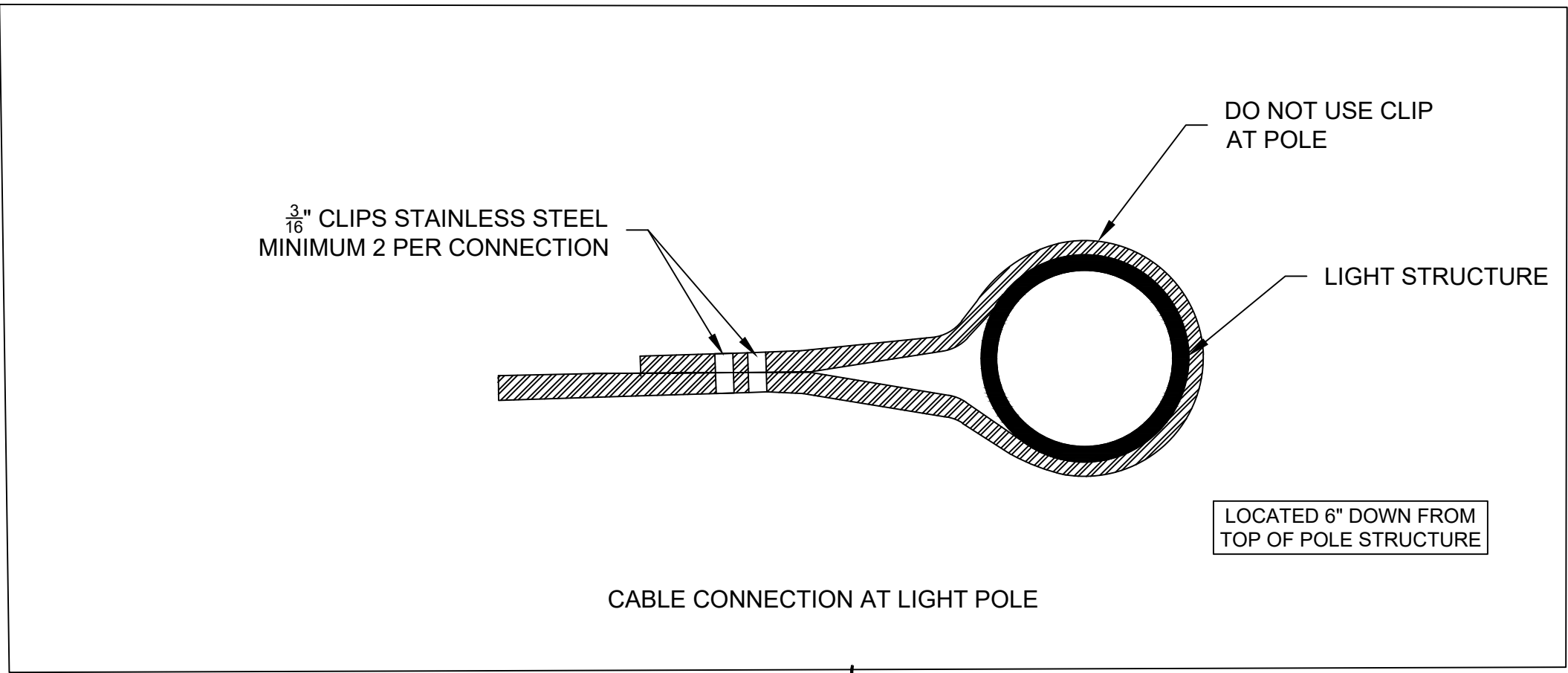
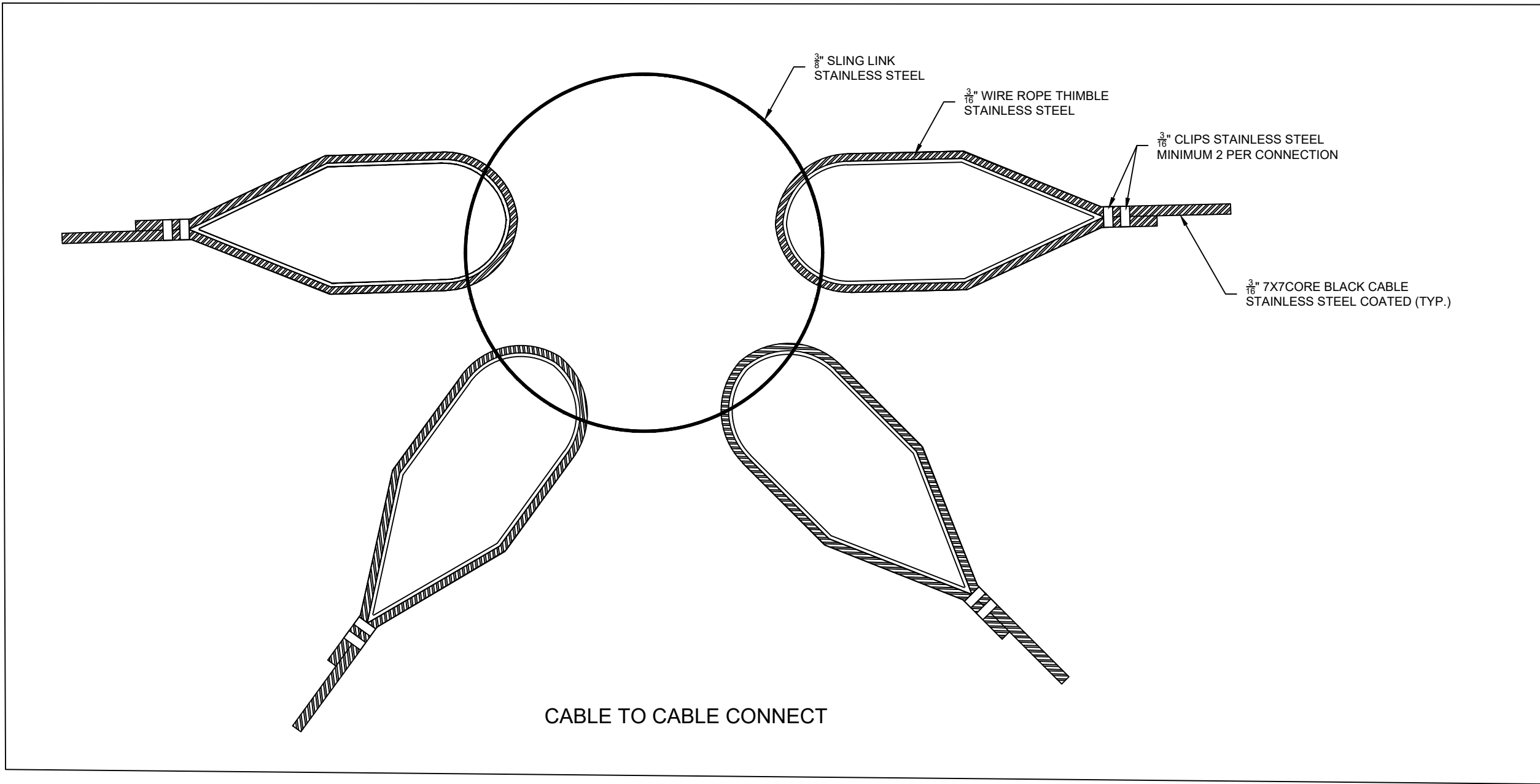
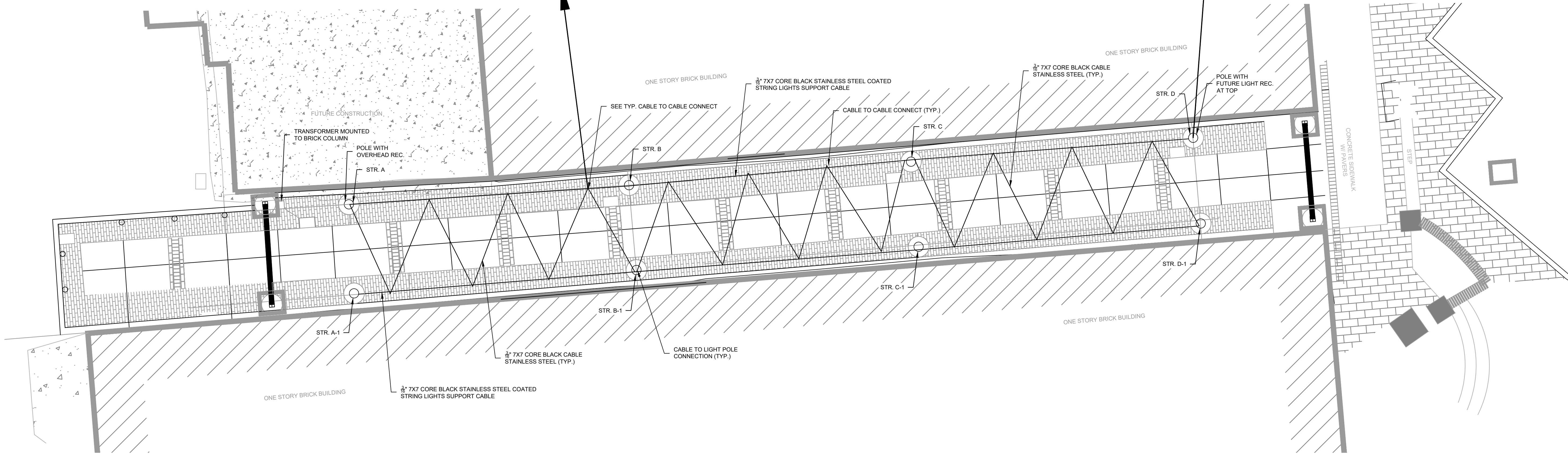
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NORTH PERRY STREET
ALLEY

Land Lot 146, District 5, Parcel 5148D035
North Perry Street
Lawrenceville, GA 30046

LIGHT SUPPORT
PLAN

SHEET TITLE

DRAWN
DL

CHECKED
DL

DATE	NO.	DESCRIPTION

RELEASE

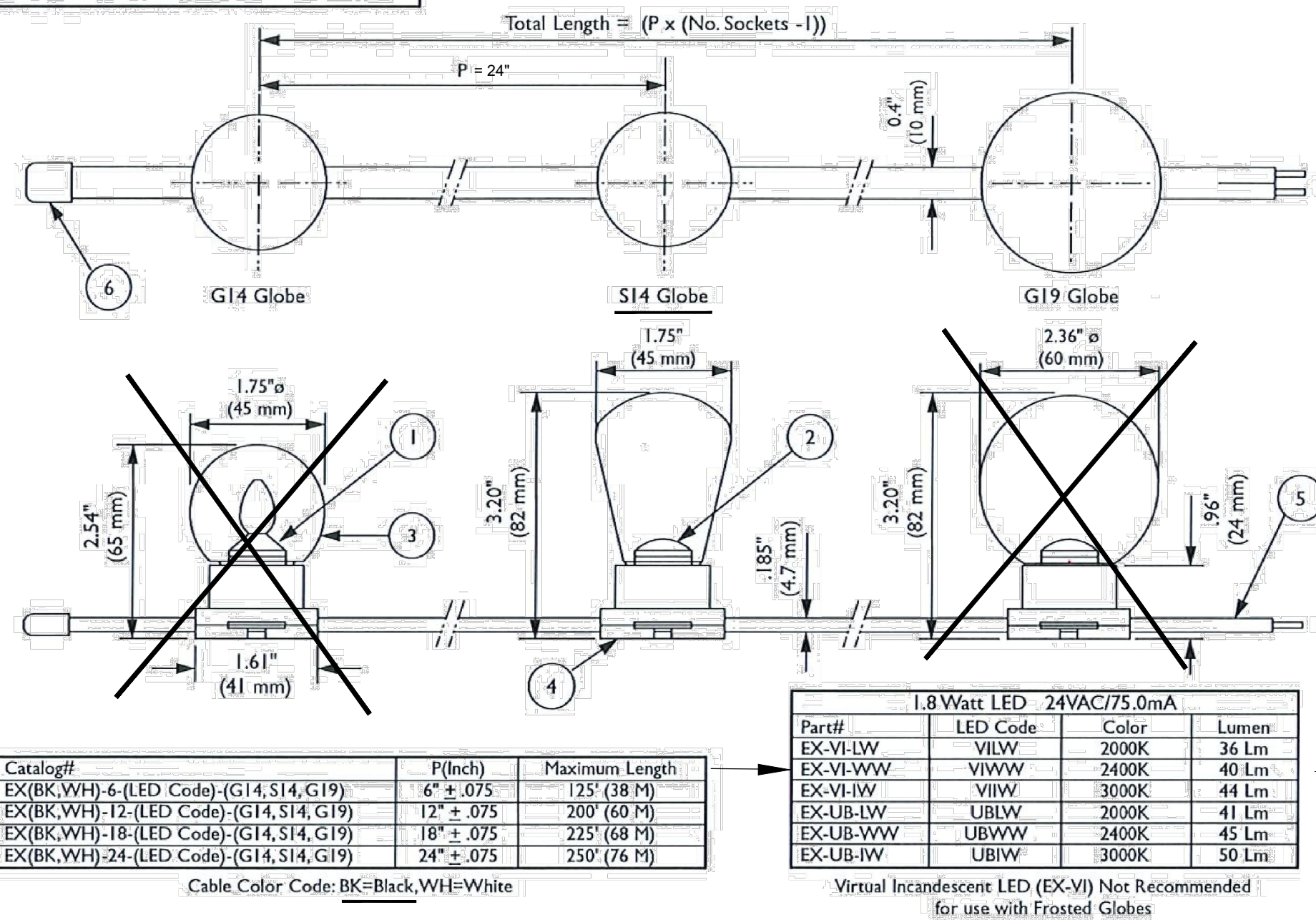
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DATE

R21-075
PPI PROJECT NO.

C6.0

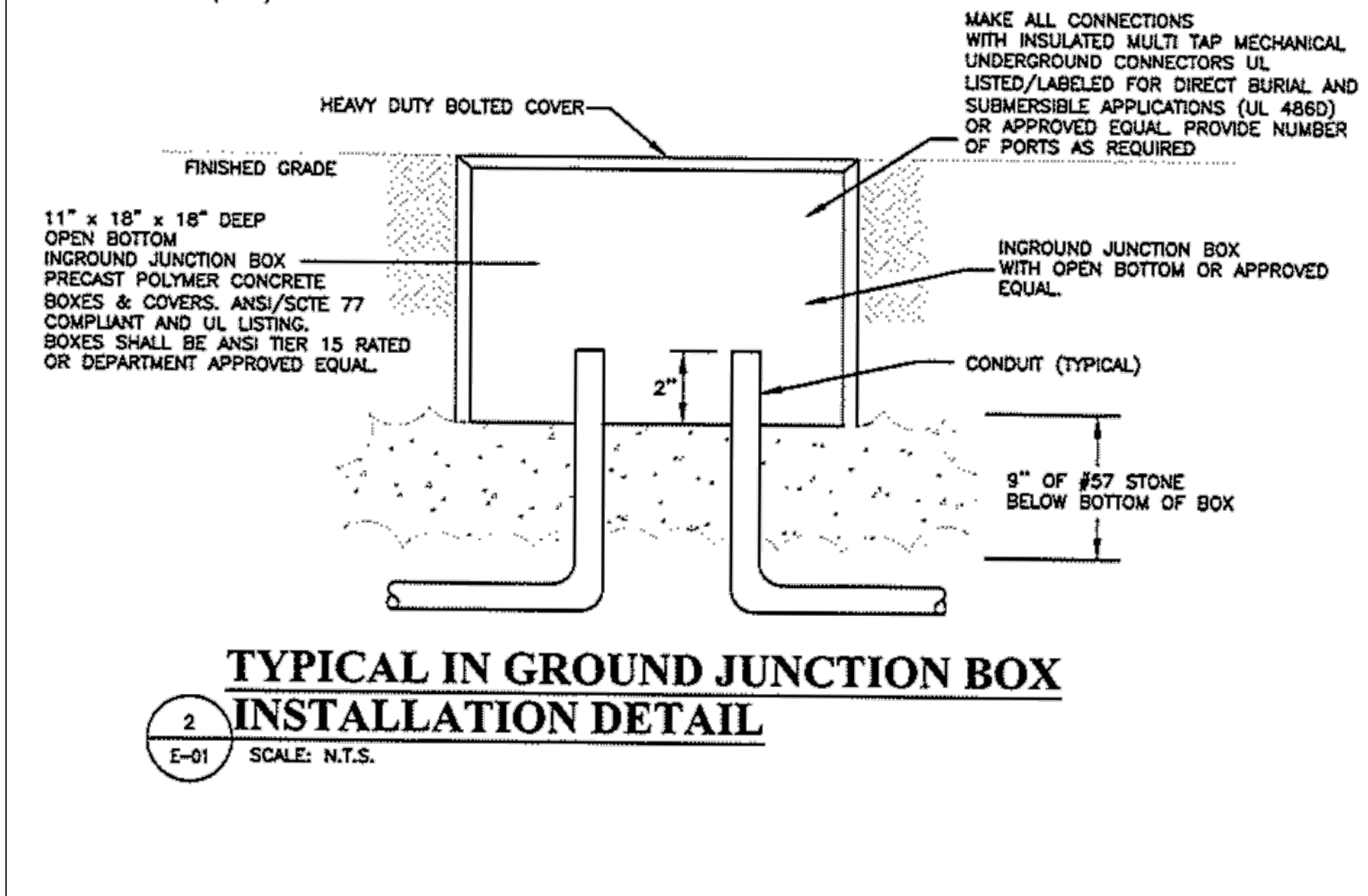
1. CITY OF LAWRENCEVILLE WILL DISCONNECT SERVICE TO THE STREET LIGHTS PRIOR TO WORK. THIS WILL BE COORDINATED WITH CITY OF LAWRENCEVILLE ELECTRICAL DEPT. CHRIS RIDING 48 HOURS PRIOR TO WORK. DISCONNECTS WILL BE FOR SHORT DURATIONS. THIS LINE FEEDS SEVERAL LIGHTS. OUTAGES WILL NEED TO BE SCHEDULED TO MINIMIZE OUTAGE TIMES.
2. AFTER ALL WORK IS COMPLETE, CITY OF LAWRENCEVILLE ELECTRIC DEPT. WILL INSPECT ALL CONNECTIONS AND RECEPTACLE. AFTER INSPECTIONS IS PASSED THE CITY WILL ENERGIZE THE RECEPTACLE.
3. INSTALL NEW 2-2" NON METALLIC CONDUITS FROM JUNCTION BOX TO NEW FOUNDATION FIXTURE AS REQUIRED TO MEETING THE CONDITIONS OF THE CITY ELECTRIC DEPT.
4. NEW WIRE TO BE INSTALLED AS NEEDED. CONTRACTOR TO PROVIDE CONDUIT AND CONDUCTOR EQUAL TO EXISTING. ALL NEW EQUIPMENT AND ELECTRICAL SUPPLIES NEED TO BE REVIEWED AND APPROVED PRIOR TO PURCHASE OR USE (MIN. 3 - #8 PER CIRCUITS).
5. CONTACT MICHAEL TATUM FOR ALL ELECTRICAL AT CITY.
OFFICE/CELL: 770-277-7449
6. CONTACT CITY SO ALL POWER TO EXISTING FIXTURES CAN BE TURNED OFF AND LOCKED OUT PRIOR TO DOING ANY CONSTRUCTION. SEE NOTE 1 ABOVE. ALL WORK TO BE COORDINATED WITH CITY OF LAWRENCEVILLE ELECTRICAL DEPARTMENT.
7. CONTRACTOR TO SUBMIT SHOP DRAWING TO CITY OF LAWRENCEVILLE ELECTRICAL DEPARTMENT PRIOR TO PURCHASE OF ANY ITEM ON PROJECT ASSOCIATED WITH THE ELECTRICAL POLE.
8. BREAK AWAY BOLTS ARE TO BE INSTALLED BETWEEN THE STREET LIGHTS POLES AND BASES.
9. CONTACT MICHAEL TATUM AT CITY OF LAWRENCEVILLE ELECTRIC DIRECTOR FOR APPROVAL OF MATERIALS. 770-277-7449.
10. CONTRACTOR TO SUBMIT SHOP DRAWING TO CITY OF LAWRENCEVILLE ELECTRIC DEPT. PRIOR TO PURCHASE OF ANY ITEMS ON THIS PROJECT ASSOCIATED WITH INSTALLATION OR RELOCATION OF THE STREET LIGHTS. ALL LABOR AND MATERIALS TO BE PROVIDED FOR THIS PROJECT BY THE CONTRACTOR.

1. CITY OF LAWRENCEVILLE WILL RUN GAS TO METER AND SET SHUT OFF VALVE ON CUSTOMER SIDE.
2. ALL GAS PIPING TO BE IN ACCORDANCE WITH THE CITY OF LAWRENCEVILLE REGULATIONS.
3. ALL GAS PIPING TO BE MINIMUM 2 FEET DEEP.
4. ALL WORK ON GAS SYSTEM TO COORDINATE WITH MIKE BRANDENBURG AT CITY OF LAWRENCEVILLE GAS. 678-787-0026.
5. WHEN COORDINATION WITH GAS IS REQUIRED, A MINIMUM 24 HOUR NOTICE TO BE PROVIDED.
6. ALL GAS PIPING AND FITTINGS TO BE APPROVED BY GAS DEPARTMENT PRIOR TO PURCHASE.



 TOKISTAR LIGHTING INC. 10115 E. DISCOVERY LANE ANKENY, IA 50011 TEL: 714 772 7005 FAX: 714 772 7014 email: info@tokistar.com Website: tokistar.com	Exhibitor Series Submittal		No.	Part	Material
	Catalog: EX(BK,WH) (Spacing) (LED Code) (G14, S14, G19)		1	EX-UB-IW, EX-VI-WW, EX-VL-IW LED's	Solid-State LED
	Date: April 20, 2020		2	EX-UB-IW, EX-UB-VW, EX-UB-IW LED's	Solid State LED
	Drawn By: R.Cordova		3	Globe	Polycarbonate
	Scale: 1/2		4	Socket	PBT
	Weight: 80 g / 1.18 lb per Socket		5	#12 AWG Wire	PVC with Plated Copper Conductor
		6	End Cap	PVC	

JUNCTION BOX TO
BE OLD CASTLE
SERIES 1015 (12")



ENGINEER
PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
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PRECISION
Planning Inc.

planners • engineers • architects • surveyors

400 Pike Boulevard, Lawrenceville, GA 30046
770.338.8000 • www.ppi.us

NORTH PERRY STREET
ALLEY

CONSTRUCTION DETAILS	SHEET TITLE	DESIGN	DRAWN	CHECKED
		BY	BY	BY

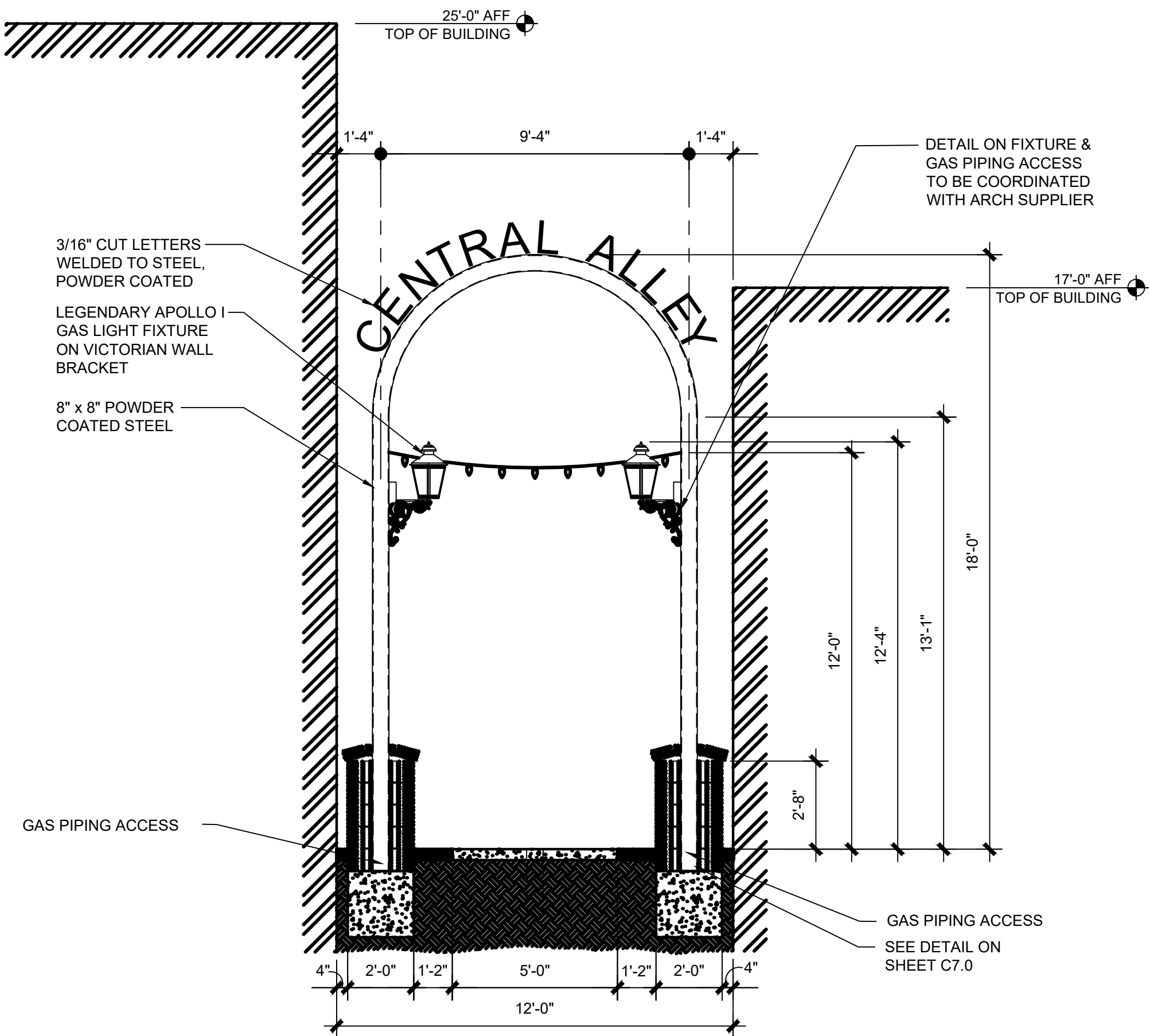
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07/08/2021
DATE

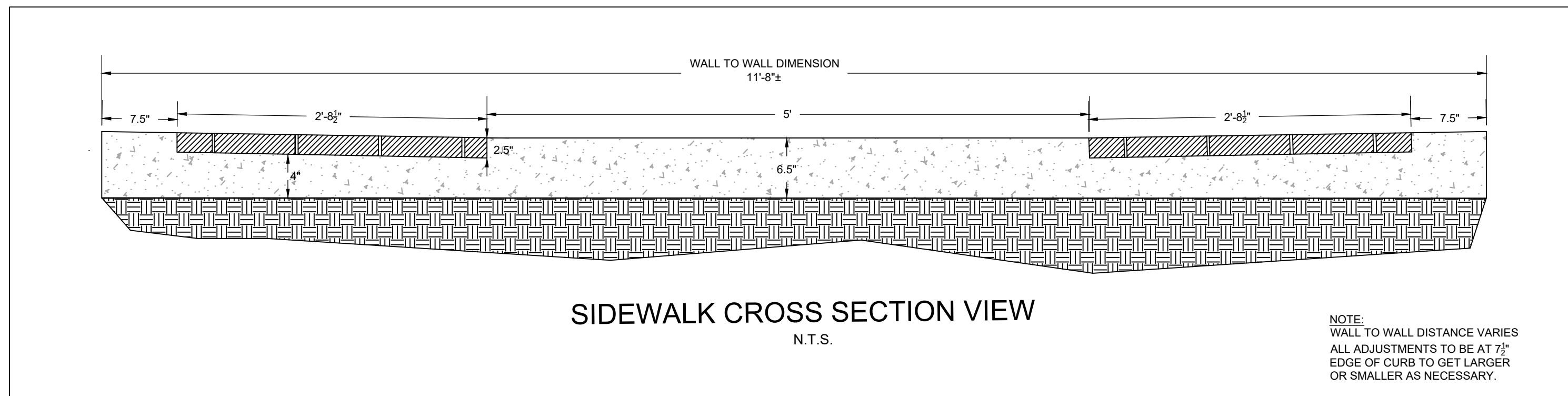
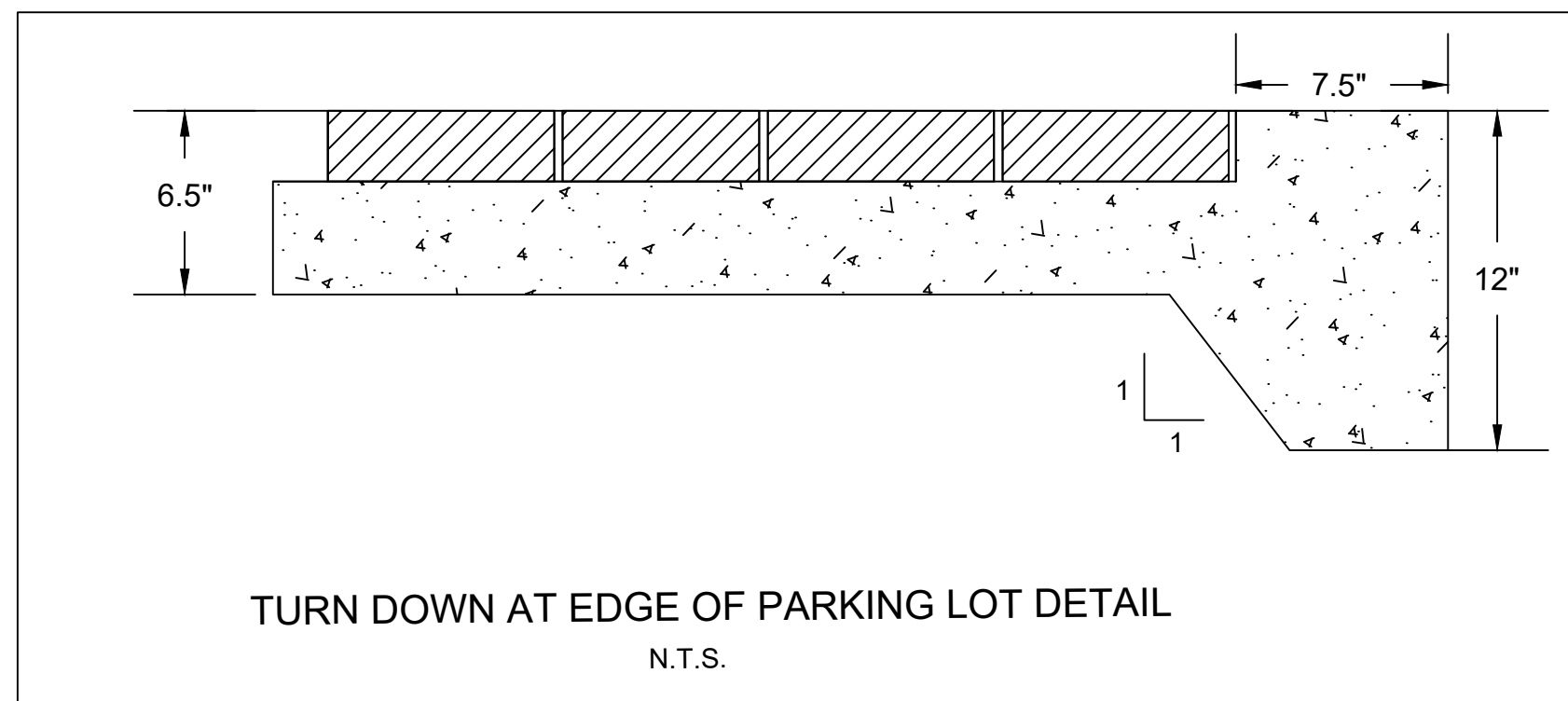
R21-075
PPI PROJECT NO.

C7.0

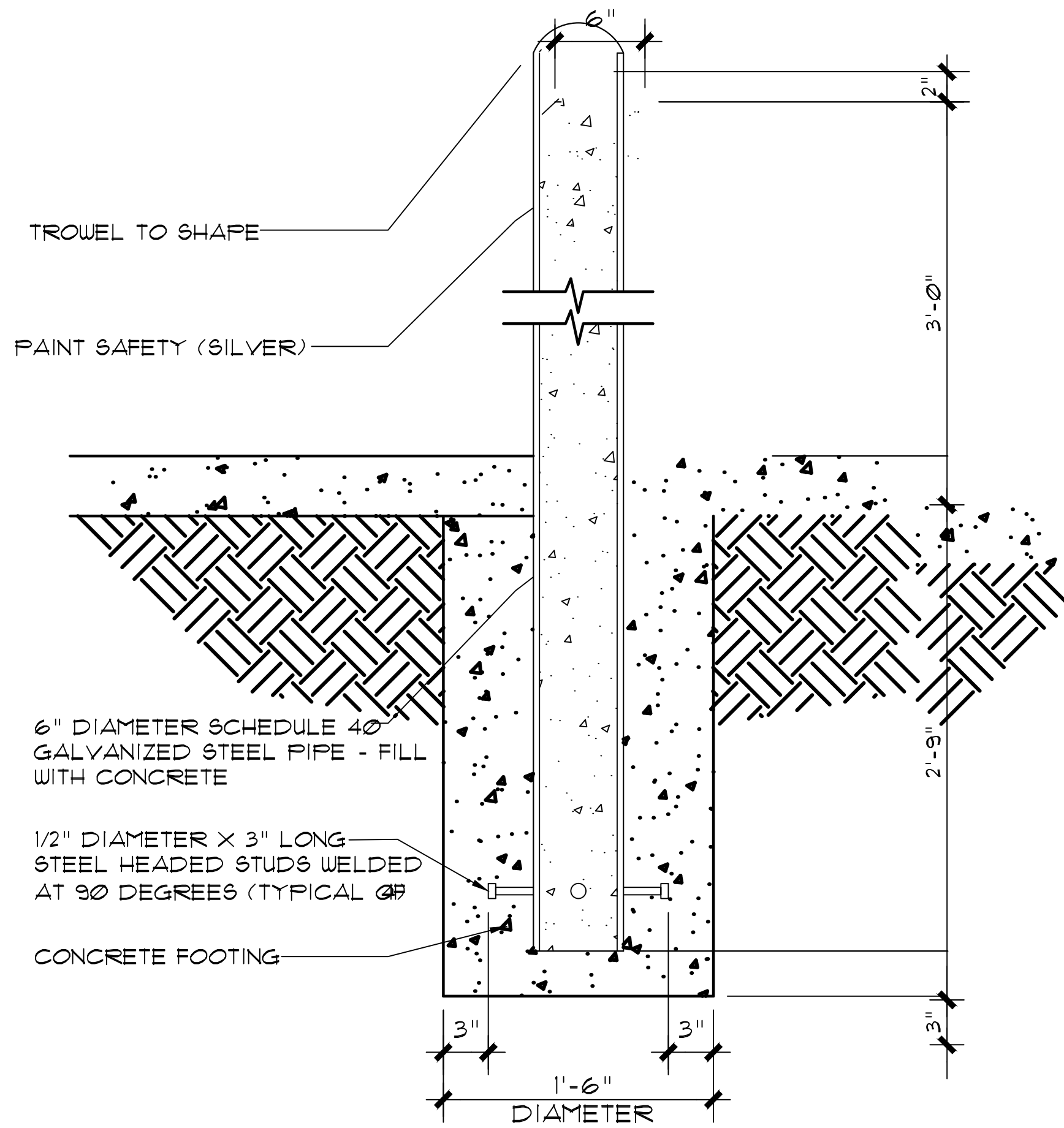
FILE PATH: E:\PROJECTS\2021\12\1075\LD-ALLEY ON NORTH PERRY STREET\DWG\CONCEPT PLAN\1075_CONCEPT CONSTRUCTION DETAILS.DWG - BONNIE ROSSER
PLOT DATE: 7/7/2021 3:42 PM



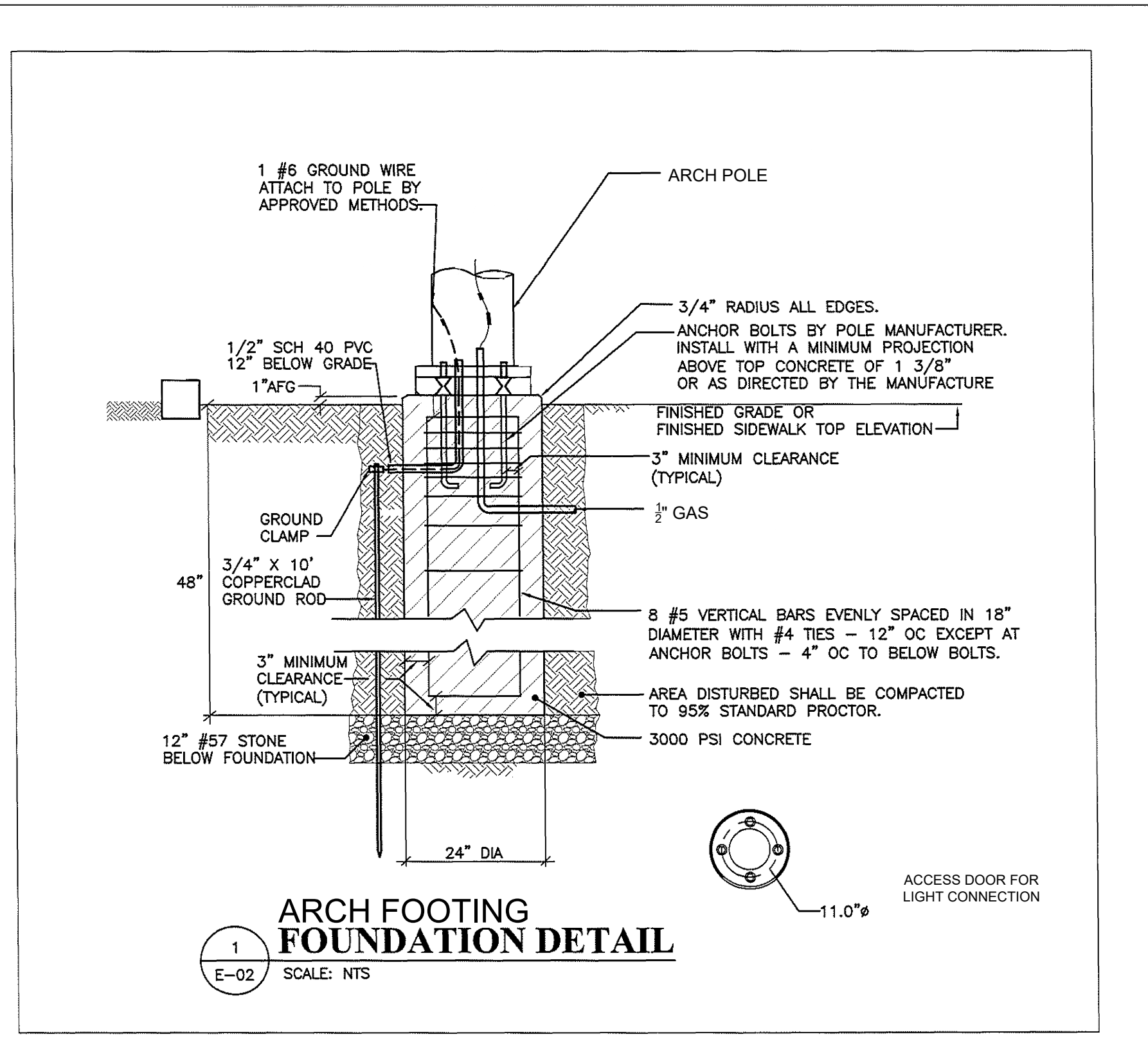
ARCH DETAIL
N.T.S.



NOTE:
WALL TO WALL DISTANCE VARIES
ALL ADJUSTMENTS TO BE AT 7 1/2"
EDGE OF CURB TO GET LARGER
OR SMALLER AS NECESSARY.



TYPICAL BOLLARD DETAIL
N.T.S.



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REGISTERED NO. 12271 PROFESSIONAL 7/8/21 ENGINEER DAVID LEONARD		STAMP	
PRECISION Planning Inc. planners • engineers • architects • surveyors 400 Pike Boulevard, Lawrenceville, Ga 30046 770.338.8000 • www.ppi.us			
NORTH PERRY STREET ALLEY Land Lot 146, District 5, Parcel 5148D035 North Perry Street Lawrenceville, GA 30046			
CONSTRUCTION DETAILS		SHEET TITLE DESIGN DRAWN CHECKED DL BR DL	
DATE NO. DESCRIPTION		RELEASE	
07/08/2021		DATE	
R21-075		PPI PROJECT NO.	
C7.1			



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 11, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Update to Solid Waste Ordinance
Department:	Public Works
Date of Meeting:	Wednesday, August 11, 2021
Fiscal Impact:	N/A
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Request approval of the updated Solid Waste Ordinance, Chapter 30, as presented.

Summary: Updates to the Solid Waste Ordinance include changes to the fee structure for both Residential trash/recycle collection, and Commercial dumpster collection. The updated fee structure aligns with direction provided by Council during the FY2022 budget approval meetings on 5/12/21 and 5/24/21.

Background:

Fiscal Impact:

Attachments/Exhibits: Updated Ordinance

Chapter 30 - SOLID WASTE^[1]

Footnotes:

--- (1) ---

Editor's note— [Ord. of 11-13-2019\(2\)](#) amended Ch. 30 in its entirety to read as herein set out. Former Ch. 30, §§ 30-1—30-94, pertained to similar subject matter and derived from Code 2005, §§ 12-101, 12-102, 12-104, 12-105; 12-201—12-204; 12-301—12-314; 47-101—47-104; Ord. of 12-5-2005; Ord. of 9-10-2007.

ARTICLE I. - IN GENERAL

Sec. 30-1. - Services provided.

The city may provide for and/or regulate the following solid waste disposal services:

- (1) Residential garbage and solid waste collection and disposal;
- (2) Commercial garbage and solid waste collection and disposal;
- (3) Industrial garbage and solid waste collection and disposal;
- (4) Construction and demolition waste collection and disposal;
- (5) Residential recycling collection and disposal; and
- (6) Commercial recycling collection and disposal.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-2. - Definitions.

As used in this chapter, the following terms shall have the meanings ascribed to them respectively:

Authorized agent means designee of owner of the property. Excludes tenants, unless specifically designated by the owner of the property in writing and with sufficient contact information of the tenant provided (phone number, mailing address, etc.).

Commercial garbage and solid waste means all garbage, refuse, rubbish, trash and other waste of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and cardboard and wooden boxes, crates and barrels.

Commercial establishment means any hotel, motel, business, manufacturing, public or semi-public establishment of any nature or kind whatsoever other than one- or two-family dwelling units, apartments and condominium.

Construction and demolition waste means building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings, and other structures. Such waste includes, but is not limited to, waste containing asbestos, wood, bricks, metal, concrete, wallboard, paper, cardboard, and other nonputrescible wastes associated with construction and demolition activities which have a low potential for ground-water contamination. Inert waste landfill materials approved by authorized state and/or federal agencies for disposal in landfills permitted by rule and regulation other than residential solid waste as defined in this chapter are also included in this definition if disposed in a construction or demolition waste landfill.

Container means an object than can be used to hold and/or transport garbage and commercial waste. A container may also refer to dumpster.

Curbside means a location near the street, behind the curb-line and not blocking a sidewalk, where trash receptacles are readily accessible to collection vehicles. The City Manager or his/her designee may authorize the location of containers within the public right-of-way at specified places and times when such location is necessary for the expeditious collection of garbage.

Entity means the actual business or house for collection.

Garbage means domestic waste including meat, vegetable and fruit scraps, cans, bottles, paper, cardboard, rags, ashes and other such waste material ordinarily disposed from residences, churches, schools, small business establishments and other such places. Animals, fowl and fish entrails, bones and carcasses whether in whole or in part, from business establishments such as slaughterhouses and meat and fish markets shall not constitute "garbage", but shall constitute "other waste."

Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under the Hazardous Waste Management Act and regulations promulgated by the board of natural resources, chapter 391-3-11. Such waste includes, but is not limited to, wastes resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil or gas waste.

Large items means furniture, appliances, mattresses and the like which are of no use to a homeowner or charity.

Other waste means animal, fowl and fish excrement, entrails, bones, carcasses in whole or in part and dead animals, and any other refuse material not otherwise classified herein.

Other yard waste means yard waste which is loose and not bagged.

Owner means person or persons who own the actual property whether commercial, industrial, multi-family or residential.

Recovered materials processing facility. A facility engaged solely in the storage, processing, and resale or reuse of recovered materials. Such terms shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

Recyclables includes comingled materials designated by the Public Works Department as part of the City recycling program and not required to be separated prior to collection.

Recycling means any process, both commercial and residential, by which materials which would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products;

- (1) Commercial recycling means recycling conducted from multi-family dwellings, retail, service, food, or other businesses located within the corporate limits of the City, both present and future, which properties are not eligible for residential waste collection;
- (2) Residential recycling means recycling conducted from single-family residences located within the corporate limits of the City, both present and future, or other residences which qualify for residential waste collection.

Recycling container is a watertight plastic container equipped with a lid and authorized by the Public Works Department for use as part of the City recycling program.

Residential garbage and solid waste means all household refuse, trash, garbage, yard waste, or rubbish including, but not limited to, putrescible animal, fruit and vegetable matter resulting from the preparation, cooking, storage, sale and serving of food, cans, glass, paper, and other containers, material that is generated as household garbage and inert yard waste such as grass clippings, leaves, and branches generated from residences, unless otherwise defined herein.

Yard waste means yard waste such as weeds, grass and hedge trimmings, leaves, brush, tree limbs and other such material contained in bags or other approved container.

([Ord. of 11-13-2019\(2\)](#))

Secs. 30-3—30-9. - Reserved.

ARTICLE II. - RESIDENTIAL GARBAGE AND SOLID WASTE COLLECTION AND DISPOSAL

Sec. 30-10. - City to collect residential garbage, recycling and yard waste.

The City of Lawrenceville will collect all residential garbage and solid waste, all residential recycling and all yard waste generated within the City limits. No permits will be issued to private companies to collect residential garbage, residential recycling and yard waste unless the City is unable to furnish the service. Such services shall be authorized by the City as needed, at which time the City shall issue a letter with a set permit fee. The method for delivering the service(s) will be determined by the City Council.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-11. - Commencement of service.

All property owners or their authorized agents shall be required to pay for garbage/solid waste collection and disposal for all habitable property within the City and for the payment of fees to the City for such services. An owner or authorized agent shall notify the finance department of the City of proper contact and billing information and shall be responsible for updating said information as needed. Garbage and solid waste collection fees shall be a charge against the property.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-12. - Residential fees.

The collection fees for residences shall be such as may be set from time to time by the City Council. The City Council may suspend or waive fees.

- (1) *Residential service.* The Finance Department of the City shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for curbside garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by the City Council and shall also cause a penalty as determined by the City Council. Continued delinquent accounts shall be subject to imposition of a lien against the property served in accordance with the City Charter. Monthly charges shall be billed based on one service a week. The monthly charges are:

- a. Standard residential property curbside pick-up:
 1. The City will provide one 95-gallon container at no charge.
 2. Beginning January 1, 2022 the monthly charge will be billed at \$10.00 per month for single-family properties occupied by the homeowner.
 3. Beginning January 1, 2023 the monthly charge will be billed at \$20.00 per month for single-family properties occupied by the homeowner.
 2. ~~Monthly charge will be billed at \$0.00 per month for single-family properties occupied by the homeowner.~~

~~43.~~ Monthly charge will be billed at \$20.00 per month for rental properties.

b. Premium residential property curbside pick-up:

1. The City will provide one 95-gallon container at no charge.
2. Premium residential service accounts may elect to have more than one City provided 95-gallon container. For each additional container, account holder shall pay a one-time fee as determined by the City Manager and/or designee.
3. Monthly charge will be billed \$20.00 per month/per container.

c. Senior Citizens

1. Persons age 65 years of age or older may request and / or upon reasonable verification receive a reduction, in residential monthly fees, of fifty percent (50%).

(2) All garbage bills will follow the schedule set forth in chapter 38.

(3) Large/bulk item fees.

- a. Large items that are in excess of the provided container, will be collected by the City and are subject to the laws of the City. A fee will be charged for these large/bulk items, and the fee schedule is listed in the Sanitation Collection Policy.
- b. Standard limb, leaf, and yard waste is collected by the City at no charge to the resident. However, excessive amounts of limbs, leaves and other yard waste, will be subject to a fee. A fee will be charged for these services, and the fee schedule is listed in the Sanitation Collection Policy, of \$25.00 for a one-half truck load, or \$50.00 for a full truck load.

([Ord. of 11-13-2019\(2\)](#) ; [Ord. No. 2020-3, § 1, 6-22-2020](#))

Sec. 30-13. - Garbage and recycling containers; collection.

- (a) Every individual residence or premises where people reside shall be provided with a household garbage container or containers sufficient to accommodate seven days accumulation of garbage.
 - (1) Standard garbage collection service shall be provided for one container. Residents must place garbage inside the provided container for curbside household garbage collection. No loose bags or personal cans will be serviced by the City. unless placed in bags or containers approved by the City Manager or his or her designee.
 - (2) Premium garbage collection service shall be provided for two or more containers at an additional cost as determined by the City Council as described in section 30-12(a)(1)b.
 - (3) Every individual residence or premises where people reside shall be provided, upon request, with one recycling container for curbside collection of approved recyclables. Residents must use the provided container for curbside recycling collection. It shall be unlawful to place garbage or recycling for collection in a box, tub, crate or container that is not provided by the City. All garbage and recycling must be placed in the provided container(s) for collection. Any garbage, recycling, yard waste, or other waste defined in this chapter left at curbside shall be deemed waste material and shall, subject to the limitations of this chapter, be picked up by the City at a charge to the property owner or his authorized agent. Those owners or authorized agents exceeding the amount or type of garbage and/or waste allowed shall be deemed in violation of this article and shall be subject to those general penalties described in the Lawrenceville Code of Ordinances.
- (b) Garbage and recycling containers shall be placed at the curb no earlier than 5:00 p.m. the day before pickup. To insure pickup, containers should be placed at the curb no later than 7:00 a.m. on the day of collection.
- (c) Garbage shall be collected from the curbside, or other suitable location authorized by the City Manager or his/her designee, at residential premises once weekly.

(d) *Non-collectable and prohibited items.* Certain items, by their nature, prohibit disposal or collection by ordinary or routine means due to their size, weight, volume, bulk, putrescibility, injurious or hazardous characteristics. The following is a nonexclusive list of the type of items that shall not be collected by the service provider as part of its routine service. This includes curbside-recycling collection. Placement of these items or similar items in receptacles serviced by both the garbage and recycling providers is prohibited:

- (1) The placement of the following prohibited items in receptacles placed on the curb for pickup by the City is unlawful and punishable according to this Code in addition to any federal and state penalties. The public works department shall maintain, on file, information regarding proper disposal practices for prohibited items.
 - a. Vehicle batteries.
 - b. Toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste: The service provider shall not collect nor handle toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste for disposal. Such waste shall be disposed of in accordance with federal, state and local laws and procedures.
- (2) Items similar to, but not limited by the following, may be collected curbside with additional fees:
 - a. Household appliances and furniture.
 - b. Carpets or carpet scraps.
 - c. Bed mattresses and box springs.
- (3) Curbside collection of more than five items must be approved by the City Manager or his/her designee. Additional fees may apply.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-14. - Collection exceptions.

Exceptions to the curbside requirement may be granted, at the discretion of the City Manager or his/her designee of the City. Non-curbside service is available upon request and/or upon reasonable verification for the disabled or persons 65 years of age or older. A collection exemption form must be completed and submitted to the Sanitation Department.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-15. - Yard waste—Preparation and placement for collection.

- (a) ~~The collection of All~~ leaves, pine needles and other small items of yard waste collection will be determined by the City Manager and/or designee based on the available City resources.
- (b) ~~The collection of Tree~~ trunks and large limbs and other waste shall be prepared, sorted, and accumulated in a manner as determined by the City Manager and/or designee.
- (c) Tree contractors and professional landscaping businesses shall be responsible for disposal of their own waste.
- (d) Yard waste shall be collected by City trucks on days established by the City Manager and/or designee; provided, that at no time shall trash be placed in such a manner as to obstruct gutters, drains, walkways or streets. Tree limbs and branches which exceed three feet in length or eight inches in diameter will not be picked up by City crews.

([Ord. of 11-13-2019\(2\)](#))

Secs. 30-16—30-24. - Reserved.

ARTICLE III. - COMMERCIAL GARBAGE AND SOLID WASTE COLLECTION AND DISPOSAL

Sec. 30-25. - When commercial garbage receptacles required.

The owners and/or operators of commercial and industrial establishments and/or apartment houses, including public housing consisting of six or more living units, may, subject to the determination of the City Manager or his/her designee, obtain from the City commercial containers in sufficient number to adequately contain the garbage and refuse disposal at the location. The type, size, number and location of commercial containers required by this section shall be subject to the approval of the City Manager or his/her designee. It shall be the responsibility of the owner of the property to collect fees from tenants, leases or association owners. Common containers may be requested for commercial garbage service; however, a written request must be submitted to the City Manager or his/her designee for approval before such arrangement is allowed.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-26. - Commercial fees.

- (a) The collection fees for commercial establishments, factories and other business places whose service is provided by the City of Lawrenceville shall be such as may be set from time to time by the City Council.
- (1) *Commercial service.* The Finance Department of the City shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by the City Council and shall also cause a penalty as determined by the City Council. Continued delinquent accounts shall be subject to imposition of a lien against the property served, in accordance with the City charter. Monthly charges shall be billed based on a one service a week. Monthly charges are:
- a. Standard commercial property curbside pick-up:
 1. The City will provide one 95-gallon container at no charge.
 2. Monthly charge will be billed at \$20.00 per month.
 - b. Premium commercial property curbside pick-up:
 1. The City will provide one 95-gallon container at no charge.
 2. Premium commercial service accounts may elect to have more than one City provided 95-gallon container. For each additional container, account holder shall pay a one-time fee as determined by the City Manager and/or designee.
 3. Monthly charge will be billed \$20.00 per month/per container.
 - c. Commercial dumpster service:
 1. ~~Beginning January 1, 2022 the cost shall be billed \$190.00 per month/per dumpster. Dumpster will be serviced 1x/week.~~
 2. Beginning January 1, 2023 the cost shall be billed \$115.50 per month/per dumpster. Dumpster will be serviced 1x/week.
 3. If the dumpster is to be serviced multiple times/week, the fee shall be multiplied by the number of services.
 4. Additional containers maybe purchased from the City at fee established by the City Manager or designee.

(b) *Urban commercial service.* Defined as the nine block downtown area between Oak Street and Luckie Street and Culver Street and Chestnut Street shall be served by City-owned facilities. The City will strive to install shared infrastructure where possible. The finance department of the City shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by the City council and shall also cause a penalty as determined by the City council. Continued delinquent accounts shall be subject to imposition of a lien against the property served, in accordance with the City charter. Each commercial establishment shall be assigned one of the following Tiers based on the North American Industry Classification System (NAICS) for the business. The City Manager or designee shall maintain a list of NAICS codes by category. Specific properties may apply for or be identified as Commercial Service, and if accepted by the City Manager or designee, then may be served by an individual dumpster(s) provided by the City as described in subsection (a) above. Monthly charges are:

- (1) Tier 1, \$300.00
- (2) Tier 2, \$150.00
- (3) Tier 3, \$100.00
- (4) Tier 4, \$20.00

(c) Additional services required to maintain the cleanliness of the shared dumpster facility shall be billed to each participant at one-quarter the monthly charge for each service (listed above).

(d) All garbage bills will follow the schedule set forth in chapter 38.

(e) *Large/bulk item fees.*

- (1) Large items that are in excess of the provided container, will be collected by the City and are subject to the laws of the City. A fee will be charged for these large/bulk items, and the fee schedule is listed in the Sanitation Collection Policy.

([Ord. of 11-13-2019\(2\)](#) ; [Ord. No. 2020-3, § 2, 6-22-2020](#))

Sec. 30-27. - Placement of commercial containers.

Commercial containers required by this article shall be placed as required by the City Manager or his/her designee. If a commercial container is placed at any location other than that directed by the City Manager or his/her designee or if sufficient access to the container is blocked or obstructed in any manner, the container will not be emptied. The failure of the City to pick up garbage or trash under such circumstances shall not affect the garbage container rental or rate for this service. For all new developments and properties that are redeveloped, a written sanitation plan is required and should be approved by the City Manager or his/her designee. At a minimum the sanitation plan should include proposed location and number of dumpsters/containers, frequency of service, sharing information (if applicable) and contact information.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-28. - Commercial containers not to be left on streets; exception.

Commercial containers containing garbage, trash, rubbish, refuse, ashes or other waste material shall not be left for collection upon any street, sidewalk, avenue or other public place, except as specifically authorized by the City Manager or his/her designee.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-29. - Night collections.

Whenever the City Council shall decide that the best interests of the public will be served by the collection of garbage from certain areas in the City at night, the City Manager or his/her designee shall be directed to make such collection.

The City Manager or his/her designee shall notify the occupants of the places of business within the designated area that the garbage will be picked up during certain hours and that the containers must be placed in the place designated for the pickup. All persons so notified shall comply with such order and shall place the containers as designated within such hours.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-30. - Special requirements.

- (a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city forces. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the City Manager or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the City Manager or his/her designee. See also section 30-40 regarding construction and demolition waste.
- (b) Industrial wastes from factories, processing plants, dry cleaning operations and other manufacturing operations shall be collected, removed and disposed of by the operator of the enterprise. See also section 30-41, "other waste"; disposal by owner; hospital waste; industrial waste.
- (c) The City Manager or his/her designee may remove any waste materials for which no provision is made in this section, provided the cost that is determined by the City Manager or his/her designee as being reasonable for the service performed is paid by the person making application for the removal of such waste material.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-31. - Commercial recycling and registration.

Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of commercial recycling, as defined herein, may do business within the corporate limits of the City, upon registering with the City clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of commercial recycling as defined herein and is utilizing a recovered materials processing facility as defined herein. Each container placed within the City for purposes of commercial recycling shall contain a conspicuous notice designating the container as a container for recycled goods only. Should any individual, entity, company, corporation, or group, place a commercial recycling container at any commercial location that does not also maintain a waste disposal container, a rebuttable presumption shall exist that the commercial recycling container is being used for waste disposal in violation of this chapter.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-32. - Commercial collection and registration.

Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of commercial waste collection, may do business within the corporate limits of the City, upon registering with the City clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of commercial waste collection. However,

no such registration should be allowed for the area designated under the Urban Collection Service as set forth in section 30-26(b). Additionally, the City may require any commercial waste hauler or collector to provide documentary evidence of appropriate and lawful disposal of commercial waste for the previous calendar year as a prerequisite to approving registration or at any time during the period in which the hauler or collector is doing business in the City.

([Ord. of 11-13-2019\(2\)](#))

Secs. 30-33—30-39. - Reserved.

ARTICLE IV. - OTHER PROVISIONS AND REQUIREMENTS

Sec. 30-40. - Construction and demolition waste.

- (a) *Collection of construction and demolition waste.* Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of collecting and hauling construction and demolition waste, as defined herein, may do business within the corporate limits of the City, upon registering with the City clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of collecting and hauling construction and demolition waste as defined herein and is depositing all such waste in a landfill approved for disposal of such waste by the state and certified by the state department of natural resources.
- (b) *Proof of disposal.* The city may require any construction and demolition waste hauler or collector to provide documentary evidence of appropriate and lawful disposal of construction and demolition waste for the previous calendar year as a prerequisite to approving registration or at any time during the period in which the hauler or collector is doing business in the City.
- (c) *Violations and enforcement.*
 - (1) Should any individual, entity, company, corporation, or group either private or commercial other than the City or its designated garbage collector collect or haul or attempt to collect or haul construction and demolition waste, as defined herein, without registering with the City Clerk and providing a sworn statement as required above, said person or entity shall be in violation of this chapter, and may be cited and fined an amount of not less than \$500.00 per day nor more than \$1,000.00 per day. Each day that such violation continues shall be considered a separate offense.
 - (2) Should any individual, entity, company, corporation, or group haul or attempt to haul construction and demolition waste to an unauthorized or illegal site or disposal facility or should any individual, entity, company, corporation or group be unable to provide proof of proper disposal of construction and demolition waste under subsection (b) of this section said party shall be in violation of this chapter and may be cited and fined an amount of not less than \$500.00 per day nor more than \$1,000.00 per day and may also be subject to revocation of their registration and right to collect construction and demolition waste in the City.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-41. - "Other waste"; disposal by owner; hospital waste; industrial waste.

- (a) "Other waste," as defined in this chapter, shall be disposed of by persons in charge of the residence or establishment where such wastes are generated. Disposal shall be at the disposal facility designated by the City or as authorized by the City Manager or his/her designee.
- (b) It shall be unlawful for any person to dispose of any soiled linen, cotton or bandages, or waste or refuse of any kind from any hospital, sanitarium, infirmary, clinic or undertaker's shop, whether public or private, in any manner except by incineration, unless otherwise directed by the City Manager or

his/her designee. Kitchen wastes from such establishments are expressly exempt from this requirement.

- (c) Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of collecting and hauling waste defined in this section, may do business within the corporate limits of the City, upon registering with the City clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of collecting and hauling the type of waste allowed under this chapter. Additionally, the City may require any such waste hauler or collector to provide documentary evidence of appropriate and lawful disposal of such waste for the previous calendar year as a prerequisite to approving registration or at any time during the period in which the hauler or collector is doing business in the City.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-42. - Littering prohibition.

- (a) It shall be unlawful for any person, firm or corporation, in person or by his agent, employee or servant, to cast, throw, sweep, sift or deposit in any manner in or upon any public way or other public place in the City or the river, creek, branch, public water, drain, sewer or receiving basin within the jurisdiction of the City, any kind of leaves, dirt, rubbish, waste article, thing or substance whatsoever, whether liquid or solid. Nor shall any person, firm or corporation cast, throw, sweep, sift or deposit any of the aforementioned items anywhere within the jurisdiction of the City in such a manner that it may be carried or deposited in whole or in part, by the action of the sun, wind, rain or snow, into any of the aforementioned places; provided, that this section shall not apply to the deposit of material under a permit authorized by any ordinance of the City; or to goods, wares or merchandise deposited upon any public way or other public place temporarily, in the necessary course of trade and removed therefrom within two hours after being so deposited; or to articles or things deposited in or conducted into the City sewer system through lawful drains in accordance with the ordinances of the City relating thereto.
- (b) All business firms dispensing their product in cups, plates, wrappers, sacks and other similar forms of containers shall provide adequate metal or plastic containers upon the premises for collection of refuse. It shall be the express responsibility of all such business firms to collect all cups, plates, wrappers, sacks and other similar forms of containers dispensed by said business that may be discarded upon the premises or neighboring street and sidewalks. It further shall be the responsibility of said business to collect the aforementioned items from the premises of the neighboring property when the owners of the property specifically request and authorize the business personnel to enter upon their property for that purpose.
- (c) Any person who shall violate any of the provisions of, or who fails to perform any duty imposed by this section or who violates any order or determination of the department promulgated pursuant to this article shall be punished as prescribed in section 1-16 and, in addition thereto, may be enjoined from continuing the violation. Each day a violation occurs shall constitute a separate offense. Any willful and wanton violation of this subsection resulting in the unlawful littering of the streets, sidewalks and neighboring property shall be deemed a nuisance and on conviction thereof by the City Court of Lawrenceville, the City Council may after notice and a hearing revoke the business license of the violator.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-43. - Dogs and other animals spreading garbage.

It is specifically declared that dogs and other animals which turn over garbage containers or spread garbage over the streets or rights-of-way of the City shall constitute a nuisance capable of abatement in the Municipal Court of the City, in addition to any penalties imposed under this Code.

([Ord. of 11-13-2019\(2\)](#))

Sec. 30-44. - Indemnification.

For properties with containers that are accessed off of City right-of-way, each property owner and affiliated person shall defend, indemnify and hold harmless the City, its officers, employees, agents, attorneys, consultants and independent contractors from and against all liabilities, whether special, incidental, consequential or punitive, and all other damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the garbage service, the installation, operation, upgrade, repair or removal of equipment or the provision of services through the equipment. The property owner and each affiliated person also shall cooperate with the City by providing such nonfinancial assistance as may be requested by the City in connection with any claim arising out of or in connection with the collection of garbage, or the negotiation or award of, this agreement.

([Ord. of 11-13-2019\(2\)](#))



LAWRENCEVILLE

GEORGIA

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

Item:	Munis Tax Billing Solution and Staff
Department:	Information Technology Department
Date of Meeting:	Monday, August 23, 2021
Fiscal Impact:	\$195,895.00
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Approve Tyler Technologies Munis Tax Billing Solution and Business Analyst Position for Information Technology Department

Summary: The City will begin billing Property Taxes in Fiscal Year 2022. The City has an immediate solution to accommodate the billing for Fiscal Year 2022; however, the long-term solution should be integrated and part of the overall Financial Enterprise Software. The Financial Enterprise Software is Munis, and Munis has a Tax Billing solution. The cost to purchase and implement the solution is \$110,895.00. The City has these funds available in the Capital Projects Fund.

Additionally, a Business Analyst position is being requested for the Information Technology Department. Since beginning the Munis implementation project the City has completed Financials, Human Resources, and ExecuTime. The City is in the process of implementing Utility Billing and Enterprise Asset Maintenance or EAM for the Fleet Department. Additional modules to install include EAM for Buildings, Risk Management, Vendor Self Service (Payables), Inventory, Property Tax, Applicant Recruiting for Human Resources, Asset Performance, Work Projects, and Tyler Notify. These modules increase efficiencies and performance by using electronic workflows and tying maintenance activity to the physical asset. All of this requires time to install, but it also requires time to support. We currently have one staff member dedicated to the Munis Project. With the items that have been installed, the items to be installed, and the planned expanded use of modules additional staff is needed to ensure continued improvement and solid operations. The cost to hire a Business Analyst inclusive of Benefits is \$85,000.00.

Fiscal Impact: Funds are available for these items in the Capital Projects Fund

Concurrences: Finance Department



Quoted By: Cindy Chase
 Date: 6/1/2021
 Quote Expiration: 9/15/2021
 Quote Name: Lawrenceville - GA Tax
 Quote Number: 2021-125137
 Quote Description: GA Tax

Sales Quotation For

City of Lawrenceville
 PO Box 2200
 Lawrenceville , GA 30046-2200
 Phone: +1 (678) 407-6571

Tyler Software and Related Services

Description	License	Data Conversion	Module Total	Maintenance
Revenue				
CAMA Bridge	\$4,766	\$0	\$4,766	\$1,192
Tax Billing	\$38,249	\$0	\$38,249	\$9,562
<i>Sub-Total:</i>	<i>\$43,015</i>	<i>\$0</i>	<i>\$43,015</i>	<i>\$10,754</i>
<i>Less Discount:</i>			<i>\$0</i>	<i>\$10,754</i>
TOTAL:	\$43,015	\$0	\$43,015	\$0

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Revenue - Onsite Hours	68	\$210	\$14,280	\$0
Revenue - Remote Hours	196	\$185	\$36,260	\$0
Tyler Forms Library - State Tax - 8 Forms	1	\$5,500	\$5,500	\$0
Project Management	64	\$185	\$11,840	\$0
Total:			\$67,880	\$0

Summary

Total Tyler Software
 Total Tyler Annual
 Total Tyler Services
 Total Third Party Hardware, Software and Services
Summary Total
Contract Total (Excluding Estimated Travel)
Estimated Travel Expenses

One Time Fees

\$43,015.00

 \$67,880.00
 \$0.00
\$110,895.00
\$110,895.00
\$5,400.00

Recurring Fees

\$0.00
 \$0.00
 \$0.00
 \$0.00
\$0.00

Optional Detailed Breakdown of Conversions

Description	Hours	Unit Price	Programming Fee	Extended Price
Conversion Services				
Real Estate - Standard			\$15,000	\$15,000
Total:				\$15,000

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.

Client Approval:

Date:

Print Name:

P.O.#:

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.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Comments

11.

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.

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.

State Tax includes Tyler Forms Library - State Tax - 5 Forms.

Business license library includes: 1 business license and 1 renewal application.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 23, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: 92 South Clayton Street Acquisition

Department: City Manager

Date of Meeting: Wednesday, August 11, 2021

Fiscal Impact: \$700,000.00

Presented By: Chuck Warbington, City Manager

Action Requested: Approve the acquisition of 92 South Clayton Street

Summary:

Attachments/Exhibits:

Agreement for 92 South Clayton Street



ATLANTA COMMERCIAL BOARD OF REALTORS®, INC.
Commercial Sales Agreement



THIS COMMERCIAL SALES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the day of August, 2021, by and between Maggard Enterprises, Inc. ("Seller") and City of Lawrenceville ("Purchaser").

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain real property in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby covenant and agree as follows:

1. PURCHASE AND SALE.

As a result of the efforts of JWB Realty Services, LLC ("Broker"), a licensed real estate broker, and N/A ("Co-Broker"), a licensed real estate broker, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the following: (a) that certain real property commonly known as 92 South Clayton Street, Lawrenceville, Georgia 30046, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, together with all of the tenements, hereditaments, improvements, buildings, facilities, appurtenances, rights, easements and rights of way incident thereto (collectively, the "Real Property"); and (b) all of the furniture, fixtures, furnishings, machinery, equipment and vehicles owned by Seller and situated on or about the Property which is used in connection with the maintenance, operation or management of the Property (collectively, the "Personalty"; the Real Property and Personalty collectively, the "Property").

2. PURCHASE PRICE AND METHOD OF PAYMENT.

The purchase price ("Purchase Price") of the Property shall be Seven Hundred Thousand U.S. Dollars (\$ 700,000.00) to be paid as follows:

all cash at closing

3. EARNEST MONEY.

Purchaser ☒ shall deliver within 5 days of the Acceptance Date ☐ has delivered to JWB Realty Services, LLC ("Escrow Agent"), whose contact information is set forth in Section 15 below, \$Ten Thousand U.S. Dollars (\$ 10,000.00) ☐ immediately available funds ☒ check, as "Earnest Money" which, except as otherwise set forth herein, Earnest Money shall be applied as partial payment of the cash portion of the purchase price of the Property at the time the sale is consummated. If Broker or Co-Broker is acting as the Escrow Agent then the receipt of the Earnest Money is hereby acknowledged by Escrow Agent. If a party other than Broker or Co-Broker is acting as Escrow Agent such party shall be engaged pursuant to separate agreement. In the event Purchaser deposits funds to Escrow Agent in the form of a check and if Purchaser's check for the Earnest Money is returned by Purchaser's bank for any reason, Seller shall have the option to either (i) declare this Agreement null and void by written notice to Purchaser and Escrow Agent, or (ii) require Purchaser to deposit the Earnest Money in the form of immediately available funds. Purchaser and Seller understand and agree that Escrow Agent shall deposit Earnest Money within 3 days following the Acceptance Date. The parties to this Agreement agree that Escrow Agent shall deposit the Earnest Money in Escrow Agent's Escrow Trust Account and any interest earned on said deposit shall be retained by ☒ Escrow Agent or ☐ Escrow Agent's non-interest bearing Escrow Trust Account. Purchaser's Social Security or Federal Employer ID# is 58-6000604. The parties to this Agreement understand and agree that the disbursement of the Earnest Money held by the Escrow Agent as agent can occur only (A) at Closing; (B) upon written agreement signed by all parties having an interest

funds; (C) upon court order; (D) upon the failure of any contingency or failure of either party to fulfill its obligations as set forth in this Agreement at the request of either party; or (E) as otherwise set out herein. In the event of a dispute between Purchaser and Seller regarding this Agreement and/or distribution of the Earnest Money, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to interplead all or any disputed part of the Earnest Money into court, and thereupon be discharged from all further duties and liabilities hereunder. The filing of any such interpleader action shall not deprive Escrow Agent of any of its rights under this Agreement. Purchaser and Seller agree that Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleader action for its actual costs and expenses, including reasonable attorney's fees, in filing said interpleader action. In such disputed cases, if Escrow Agent decides not to interplead, Escrow Agent may make a disbursement of the Earnest Money upon a reasonable interpretation of this Agreement. If Escrow Agent decides to make a disbursement to which all parties to this Agreement do not expressly agree, Escrow Agent shall give all parties fifteen (15) days' notice in writing of Escrow Agent's intent to disburse. Such notice shall be delivered by certified mail to the parties' last known addresses and must recite to whom and when the disbursement will be made. After disbursement, Escrow Agent shall notify all parties by certified mail of such disbursement. Any such disbursement made by Escrow Agent upon advice of counsel shall conclusively be deemed to have been made upon a reasonable interpretation. The parties hereto further agree that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties in Escrow Agent's capacity as escrow agent hereunder, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, but shall be liable for its acts of bad faith, in breach of this agreement or gross negligence or willful misconduct. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in breach of this Agreement or involving gross negligence or willful misconduct on the part of the Escrow Agent.

4. TITLE AND SURVEY.

Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by Limited Warranty Deed. Good and marketable, fee simple title is hereby defined as title which is insurable by a national title insurance company (the "Title Company") at its standard rates on an ALTA Owner Policy (the "Title Policy"), without exception other than the following "Permitted Title Exceptions": (A) zoning ordinances affecting the Property; (B) general utility, sewer and drainage easements of record upon which any buildings on the Property do not encroach; (C) subdivision restrictions of record; (D) current city, state and county ad valorem property and sanitary taxes not yet due and payable; and (E) leases and other easements, restrictions and encumbrances specified in this Agreement or on Exhibit "B" attached hereto and incorporated herein by this reference (the "Permitted Title Exceptions"). Purchaser shall have Thirty (30) days after the Effective Date to examine the title to the Property and notify Seller of any objections to matters affecting title to the Property, including the Permitted Title Exceptions (the "Initial Title Examination"). Seller shall have up to Five (5) calendar days after receipt of Purchaser's written notice of objections (the "Seller's Response Period") in which to correct such defects, or to provide to Purchaser a written notice that Seller shall cause such objections to be corrected or cured on or before the date of Closing. If, prior to the expiration of the Seller's Response Period, Seller shall fail either to cure or correct such title defects, or provide to Purchaser such written notice obligating Seller to do so on or before the date of Closing, then Purchaser shall have the choice of (1) accepting the Property subject to such defects and proceeding to Closing, or (2) declining to accept the Property with such legal defects. Purchaser shall exercise such choice by written notice to Seller delivered within Three (3) calendar days following the end of the Seller's Response Period (the "Purchaser's Election Period"). If Purchaser shall decline to so accept the Property subject to such legal defects, then this Agreement shall be null and void and the Earnest Money deposit shall be promptly refunded to Purchaser. In the event that Purchaser fails to make such election within the Purchaser's Election Period it shall be conclusively deemed to have elected to accept the Property subject to such defects and proceed to Closing.

Within Thirty (30) days after the date that this Agreement has been fully executed by Seller and Purchaser, Purchaser may obtain and deliver to Seller, at Purchaser's sole cost and expense, a current boundary survey of the Property, which shall be prepared by a Georgia Registered Land Surveyor in accordance with no less than the minimum standards of the State of Georgia for surveys and land surveyors (the "Survey"). The Survey shall: (A) be certified to Purchaser, Purchaser's lender (if applicable) and Purchaser's title insurer by the surveyor pursuant to a certificate in form and substance satisfactory to Purchaser; (B) correctly show the boundaries of the Property

the location of all buildings, structures, fences and other improvements situated on the Property, the location of and identify all visible easements and rights-of-way across, serving or abutting the Property, and all recorded easements to the extent they affect specific portions of the Property (including any and all off-site easements affecting or benefiting the Property) and (C) contain a calculation of the exact acreage of the Property (calculated to the nearest 1/100th of an acre), exclusive of any streets, roads and rights-of-way. If necessary, Seller agrees to execute a Quit Claim Deed with the legal description contained in the Survey in favor of the Purchaser. Purchaser's notice of title objections pursuant to the preceding paragraph shall include any objections revealed by the Survey.

From and after the date of the Initial Title Examination, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey, and Purchaser may object to any matters of title first appearing of record after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections (the "Subsequent Objections"). Seller shall thereafter have until the date of Closing (or such longer period as Purchaser, in its reasonable discretion, consents to in writing) in which to cure or satisfy any such Subsequent Objections. If Seller fails to satisfy any Subsequent Objections prior to the date of Closing (or such longer period as Purchaser, in its reasonable discretion, consents to in writing), then, at the option of Purchaser, Purchaser may: (A) terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall terminate and be of no further force and effect, except for the survival of certain provisions as expressly provided in this Agreement; (B) satisfy the Subsequent Objections and proceed to Closing, after deducting from the Purchase Price the cost of satisfying those Subsequent Objections that can be satisfied by the payment of money; (C) waive such satisfaction and performance by Seller and elect to proceed to Closing.

5. **LEASES/SERVICE CONTRACTS. [Check the box in front of the applicable provision.]**

- ☒ Seller represents to Purchaser that there are no management, service or other contracts that affect the Property that cannot be terminated at Closing by Purchaser at its sole discretion.
- ☐ Seller represents to Purchaser that there are no management, service or other contracts that affect the Property that cannot be terminated at Closing by Purchaser at its sole discretion, except as set forth on Exhibit "C" attached hereto and by this reference made a part hereof. Purchaser agrees to assume in writing all obligations of Seller arising from and after the date of Closing to the other parties under the contracts listed on Exhibit "C".
- ☐ Seller represents to Purchaser that there are no leases that affect the Property that will be in effect at closing except as set forth on Exhibit "D" attached hereto and by this reference made a part hereof. Purchaser agrees to assume in writing all obligations of Seller arising from and after the date of Closing to tenants under the leases listed on Exhibit "D" and all obligations of Seller arising from and after the date of Closing to pay any broker or brokers who negotiated such leases such commissions as are specified in such leases (or in separate commission agreements) in the same manner as if the Property had not been sold, including commissions which were negotiated and agreed to before Closing but accrue and become due after Closing. Seller shall, promptly after Closing, provide a copy of such written assumption agreement to all leasing brokers of record. At Closing Seller shall in writing assign to Purchaser all Seller's interest in such leases with appropriate warranties as to the good standing of such leases, and provide Purchaser with the originals of such leases. Seller represents that the leases are in full force and effect on the date hereof and are fully assignable to Purchaser, that no default exists under the leases on behalf of either the landlord or tenant named therein; that the leases are the only agreements between Seller as "landlord" and tenants, there having been no modification of the leases, or otherwise; and that tenants are entitled hereafter to no concessions, rebates, and/or allowances or free rent for any period after the closing. In addition, Seller shall deliver to Purchaser on or before Closing, tenant estoppel certificates in the form required under such leases, or if no form is specified or required, in form and substance reasonably satisfactory to Purchaser. Rents and utilities, including all sanitary taxes and charges applicable to the Property shall be prorated as of the Closing Date.

6. **CONDITIONS OF PURCHASE.**

The parties hereto agree that Purchaser's obligation to purchase the Property shall be subject to the satisfaction of the following terms and conditions any one or some of which may be waived in part:

Check those applicable:

- ☐ Inspections: Purchaser, its agents, or representatives, at Purchaser's expense and at all times before the Closing, shall have the right to enter upon the Property for purposes including, but not limited to, inspecting, examining, boring, digging test holes, testing, surveying the Property and satisfying itself with respect to environmental matters and the availability of utilities to serve the Property. Purchaser assumes all responsibility for the acts of Purchaser, its agents and representatives as provided by this paragraph, and Purchaser hereby agrees to indemnify, defend and hold Seller and Brokers (as defined hereafter) harmless from and against all loss, cost, damage, expense and claims suffered or incurred by Seller and Brokers as a result of the exercise of such right by Purchaser and its agents, employees and contractors. In the event Purchaser does any boring, digging of test holes or testing of the Property, Purchaser shall restore the Property to its condition prior to said boring, digging of test holes or testing. It is understood by Seller that said boring, digging of test holes or other tests may necessitate the need for Purchaser to cut trees and bushes located on the Property and to alter vegetation to determine soil and rock conditions. Purchaser shall restore the Property to its previous condition after said borings, digging of test holes or other tests except that Purchaser shall not be required to restore trees, bushes and other vegetation that have been altered in order to do said borings, diggings or other tests. Purchaser shall use reasonable care to insure that a minimum amount of trees and bushes are cut and vegetation is altered and Purchaser shall remove all trash and debris created by its inspection of the Property. The provisions of this paragraph shall survive the rescission, cancellation, termination or consummation of this Agreement.

Purchaser shall have a ____ (____) day period ("Inspection Period") after the Acceptance Date to decide in its sole and absolute discretion that the Property is satisfactory for Purchaser's acquisition. If Purchaser determines that the Property is not satisfactory, then Purchaser may terminate this Agreement by giving written notice to Seller and Broker prior to the end of the Inspection Period, and upon receipt of such notice, Broker shall refund the Earnest Money to Purchaser, less One Hundred (\$100.00) Dollars thereof which shall be paid by Purchaser to Seller as consideration for the termination right herein granted to Purchaser.

- ☐ Application for New Financing: This Agreement is made contingent on Purchaser obtaining new financing, and Purchaser's obligation to close is conditioned upon Purchaser accepting a written commitment for financing. Purchaser will not reject those terms of a commitment which provide for a loan amount of at least ____ percent (____%) of the Purchase Price, interest not to exceed ____ percent (____%) per annum, a payment schedule calling for monthly payments amortized over not less than ____ (____) years. Purchaser shall make prompt application for said commitment, pay required costs and make a good faith effort to procure such financing. This Agreement shall terminate and Purchaser shall receive a refund of the Earnest Money unless Purchaser gives Seller written notice that this condition is satisfied or waived on or before ____ (____) days following the date this Agreement has been fully executed by Seller and Purchaser.

- ☐ Assumption of Existing Financing: If payment of the Purchase Price includes Purchaser's assumption of a note and mortgage, Seller shall promptly deliver to Purchaser true, correct and complete copies of the underlying debt, loan and security instrument(s) to be assumed, and Purchaser shall be deemed to have approved all of the terms of such instrument(s) unless Purchaser gives notice of disapproval within ten (10) days after receiving such instrument(s), in which case this Agreement shall become null and void and Purchaser shall receive a refund of its Earnest Money. If any of the debt instrument(s) requires the consent of a third party to the assumption by Purchaser, then Seller and/or Purchaser (as required under such instrument(s)) shall apply for such consent within seven (7) days after Purchaser's receipt of such instrument(s). Upon Purchaser's request, Seller shall assist Purchaser in requesting and/or procuring the third party's consent to the assumption on the Purchaser's behalf. This Agreement shall terminate and Purchaser shall receive a refund of the Earnest Money, unless Purchaser provides Seller written notice within ____ (____) days of receiving the debt instrument(s) stating that such consent is available on terms and conditions reasonably acceptable to Purchaser or that Purchaser is waiving this assumption contingency. Purchaser shall pay any assumption fees or other out-of-pocket expenses attributable to assumption of the underlying indebtedness.

7. SELLER'S WARRANTIES.

Seller agrees, represents and warrants that, to Seller's knowledge and belief: (A) Seller has the full right and authority to enter into this Agreement and to consummate the sale of the Property as set forth herein; (B) Seller has not received any notice and has no knowledge that the Property is or will be affected by any special assessments, condemnation, eminent domain, change in grade of public streets or similar proceedings; (C) Seller has entered into no unperformed agreement, oral or written, not referred to herein, with reference to the Property, and neither the Seller nor the Property is subject to any judgment or decree of a court of competent jurisdiction, or to any lawsuit or administrative proceeding which would in any way adversely affect the Property or which would in any way be binding upon Purchaser or its successors or assigns, or which would limit or restrict in any way Seller's rights and ability to enter into this Agreement and consummate the transactions contemplated hereby; (D) Seller is a validly existing entity existing under the laws of the State of Georgia and the individual executing on behalf of the entity has authority to enter into the transaction contemplated by this Agreement, or if executed in an individual capacity, has authority to execute; (E) to Seller's best reasonable knowledge, Seller has good and marketable fee simple title to the Property which can be conveyed to Purchaser in accordance with the terms and conditions of this Agreement; (F) Except for the representations and warranties set forth in this Agreement or in any of the documents delivered at Closing (the "Seller's Warranties"), this sale is made and will be made without additional representations, covenants, or warranties of any kind by Seller and shall be made on an "as-is", "where-is" basis, with all faults, latent or patent. Consistent with the foregoing and subject solely to the Seller's Warranties, effective as of the Closing Date, Purchaser, for itself and its agents, affiliates, successors and assigns, hereby waives, relinquishes, releases and forever discharges Seller, its agents, affiliates, subsidiaries, successors and assigns (collectively the "Releasees") from any and all rights, claims and demands at law or in equity, whether known or unknown, which Purchaser has or may have in the future, arising out of the physical, environmental, economic, legal or other condition of the Property.

8. MECHANICAL SYSTEMS.

- ☐ Seller warrants and represents that the heating, air conditioning, plumbing, and electrical systems serving the Property, will be in normal operating condition at the time of Closing. Purchaser shall have the privilege and responsibility of making inspections of said appliances and systems prior to Closing. Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the foregoing shall cease at Closing. To the extent transferable, Seller agrees to transfer and assign to Purchaser any and all transferable warranties regarding any such appliances and/or systems.
- ☒ Seller makes NO warranties or representations regarding the heating, air conditioning, plumbing, and electrical systems serving the Property.

9. DAMAGE AND CONDEMNATION.

- (A) **DAMAGE TO PROPERTY.** Seller warrants that at Closing the Property will be in substantially the same condition as it is on the Acceptance Date, normal wear and tear excepted, and that Seller neither will do nor will permit to be done anything which will materially affect the use of the Property, except as otherwise provided in this Agreement. However, should the Property be destroyed or substantially damaged before the Closing, then Seller shall promptly notify Purchaser in writing of such event. Within ten (10) days after Seller provides Purchaser written notice of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss: (i) terminate this Agreement; or (ii) consummate this Agreement, in which event Purchaser shall have the right to receive such insurance proceeds which have been paid to Seller, or, if not yet paid, to receive an assignment of such insurance proceeds. In the event Purchaser fails to make an election within said 10-day period, Purchaser shall be deemed to have elected option (ii) above. If Purchaser has not been notified by Seller of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of Closing, whichever occurs first, Purchaser may at its option cancel this Agreement by written notice to Seller. If Purchaser fails to provide such notice to Seller, Purchaser shall be conclusively deemed to have elected to consummate this Agreement and receive an assignment of Seller's interest in such insurance proceeds as are paid or payable on the claim of loss.

- (B) **CONDEMNATION.** Upon the institution of condemnation proceeding (or voluntary conveyance

thereof) against any portion of the Property, Seller shall promptly notify Purchaser of such proceeding (or voluntary conveyance in lieu thereof). If such condemnation (or voluntary conveyance in lieu thereof) of all or any portion of the Property that is material, as determined by Purchaser in its reasonable discretion, then, within ten (10) days after Seller provides Purchaser written notice of the amount of the amount of such condemnation award, if any, which Seller will receive from such condemnation, Purchaser shall elect to: (i) terminate this Agreement; or (ii) consummate this Agreement, in which event Purchaser shall have the right to receive such condemnation awards (if any) which have been paid to Seller, or, if not yet paid, to receive an assignment of such condemnation awards. In the event Purchaser fails to make an election within said 10-day period, Purchaser shall be deemed to have elected option (ii) above. If Purchaser has not been notified by Seller of the amount of the condemnation award, if any, which Seller will receive from such condemnation within forty-five (45) days subsequent to the occurrence of such condemnation, or by the date of Closing, whichever occurs first, Purchaser may at its option cancel this Agreement by written notice to Seller. If Purchaser fails to provide such notice to Seller, Purchaser shall be conclusively deemed to have elected to consummate this Agreement and receive an assignment of Seller's interest in such insurance proceeds as are paid or payable on the claim of loss.

10. AGENCY DISCLOSURE.

Pursuant to Regulation 520-1.06 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in the Real Estate Transactions Act ("BRRETA"), O.C.G.A. Section 10-6A-1 et. seq., Seller and Purchaser hereby acknowledge that the undersigned Broker and Co-Broker, if any, make the following disclosures, checking all that apply:

As to Broker:

- ☒ (A) Broker represents the Seller only; or
- ☐ (B) Broker represents both the Landlord and Tenant jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement.
- ☐ (C) Broker has assigned Broker's affiliated license # _____ to represent solely the Landlord as its designated agent and has assigned Broker's affiliated licensee # _____ to represent solely the Tenant as its designated agent; or
- ☐ (D) Broker represents neither the Landlord nor the Tenant, but rather is acting as a transactional broker pursuant to BRRETA.

As to Co-Broker:

- ☐ (A) Co-Broker represents the _____ only; or
- ☐ (B) Co-Broker represents both the Landlord and Tenant jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement. Co-Broker has assigned Broker's affiliated license # _____ to represent solely the Landlord as its designated agent and has assigned Broker's affiliated licensee # _____ to represent solely the Tenant as its designated agent; or
- ☐ (C) Co-Broker represents neither the Landlord nor the Tenant, but rather is acting as a transactional broker pursuant to BRRETA.

Neither Broker nor Co-Broker shall have any duty to Seller or Purchaser greater than what is set forth in BRRETA, Official Code of Georgia Annotated Section 10-6A-1 et seq.

11. REAL ESTATE COMMISSION.

In negotiating this Agreement, Broker and Co-Broker (collectively "Brokers") have rendered a valuable service for which Brokers shall be paid a commission at Closing:

☐ pursuant to the terms of separate written agreements with Brokers.

☒ by ☒ Seller ☐ Purchaser equal to Five percent (5.0%) of the Purchase Price (the "Commission"). Such Commission shall be payable at Closing as follows:

all cash at closing and only in the event of a closing

No change shall be made by Purchaser or Seller with respect to the time of payment, amount of payment, or the conditions of payment of the Commission, without the written consent of Brokers. If this transaction involves an exchange of real estate, the full Commission shall be paid in respect to the property conveyed to each party to the other, and notice of the dual agency is hereby given and accepted by Seller and Purchaser. The Commission on an exchange shall be calculated on the amount of the stated basis of each property as taken in such exchange, according to the agreement between the parties, and if no value is placed on the property to be exchanged, then according to the reasonable value thereof. In the event of any exchange, each party shall be regarded as the seller as to the property conveyed by each party. Purchaser and Seller each hereby represent and warrant to the other, and to Brokers, that no party other than Brokers is entitled as a result of the actions of Seller or Purchaser, as the case may be, to a commission or other fee resulting from the execution of this Agreement or the transactions contemplated hereby, and Seller and Purchaser each hereby agree to severally indemnify, defend and hold each other and Brokers harmless from and against any and all costs, damages and expenses, including attorneys fees arising from claims made by broker or agents for additional real estate commissions or brokerage fees with whom the indemnifying party may have dealt. This representation, warranty and indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

12. **DISCLAIMER.**

Seller and Purchaser acknowledge that they have not relied upon the advice or representations, if any, of Brokers, or their associate brokers or salespersons, concerning: (A) the legal and tax consequences of this Agreement in the sale of the Property; (B) the terms and conditions of financing of the Property; (C) the purchase and ownership of the Property; (D) the structural condition of the Property; (E) the operating condition of any business; (F) the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances on the Property; (G) the availability of utilities to the Property; (H) the investment potential or resale value of the Property; (I) the financial ability of Purchaser; or, (J) any conditions existing on the Property which may affect the Property; or (K) any matter which could have been revealed through a survey, title search or inspection of the Property; (L) environmental matters relative to the Property. Seller and Purchaser both acknowledge that if such matters have been a concern to them, they have sought and obtained independent advice relative thereto.

13. **ASSIGNMENT.**

☒ This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser without the prior written consent of Seller, which consent may not be unreasonably withheld, except to an affiliated company or a to be formed entity in which Purchaser has a majority equity interest. Notwithstanding anything contained herein to the contrary, however, any such approved assignee shall assume in writing all of the obligations and liabilities of Purchaser hereunder, and a copy of such assignment shall be provided to Seller in writing within two (2) days after it is signed by Purchaser and assignee. No such assignment shall release the original Purchaser from liability to Seller as set forth in this Agreement.

☐ Purchaser may assign this Agreement to a person, partnership, limited liability company or corporation without the prior-written consent of Seller with respect to the Purchaser. No such assignment shall release the original Purchaser from liability to Seller as set forth in this Agreement.

14. **DEFAULT. REMEDIES.**

- (A) **PURCHASER'S DEFAULT:** If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default, then Escrow Agent shall, within three (3) business days of Seller's demand therefor, remit the Earnest Money to Seller as full and final liquidated damages for such default of Purchaser, the parties hereto acknowledging that it is impossible to more precisely estimate the damages to be suffered by Seller upon Purchaser's default, and the parties expressly acknowledging that retention of the Earnest Money is intended not as a penalty, but as full and final liquidated damages.

that said sum is an agreed reasonable estimate of such damages. The Seller's right to retain the Earnest Money as full and final liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Purchaser (A) for specific performance of this Agreement; or (B) to prove that Seller's actual damages exceed the Earnest Money which is hereby provided Seller as full and final liquidated damages. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Earnest Money or any part thereof.

- (B) **SELLER'S DEFAULT:** If the purchase of the Property is not consummated in accordance with the terms and conditions of this Agreement because of Seller's default, then the Earnest Money (including any interest earned thereon, if any) shall be returned to Purchaser within five (5) business days of written demand from Purchaser and Purchaser shall have the right, at its sole election: (A) to terminate this Agreement; (B) to pursue specific performance plus the cost of obtaining specific performance; or (C) if Purchaser is not reasonably able to obtain specific performance of Seller's obligations under this Agreement or if specific performance is an inadequate remedy as a result of the acts or omissions of Seller, to pursue its remedies at law and equity (provided, however, in no event shall Purchaser be entitled to monetary damages in excess of an amount equal to the Earnest Money).

15. NOTICES.

All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by overnight (e.g. Federal Express) or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, with postage prepaid. Notices may also be sent by facsimile or electronic mail (with proof of transmission and receipt) between the hours of 9:00 a.m. and 6:00 p.m. local _____ time, Mondays through Fridays, holidays excepted, provided that a copy thereof is also sent, within three (3) business days, by one of the other methods permitted hereunder. Notices shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt or facsimile delivery confirmation, as applicable. Notices shall be sent to the following addresses:

PURCHASER: <u>City of Lawrenceville</u> <u>P.O. Box 2200</u> <u>Lawrenceville, GA 30046</u> ATTN: <u>Chuck Warbington, City Manager</u> Email: <u>chuck.warbington@lawrencevillega.org</u>	SELLER: <u>Maggard</u> <u>Enterprises, Inc.</u> <u>5100 Peachtree</u> <u>Parkway, Ste 201</u> <u>Peachtree</u> <u>Corners, GA 30092</u> ATTN: <u>J. Paul Maggard</u> Email: _____
BROKER: <u>JWB Realty Services, LLC</u> <u>2771 Lawrenceville Hwy Suite 210</u> <u>Decatur, GA 30033</u> ATTN: <u>Bill Butler</u> Email: <u>bbutler@jwbrealty.com</u>	CO-BROKER: <u>N/A</u> ATTN: _____ Email: _____
ESCROW AGENT: <u>JWB Realty Services, LLC</u> 	

ATTN: Bill Butler

Email: _____

16. FOREIGN PERSON STATUS.

- (A) At Closing, if Seller does not deliver to Purchaser a certificate reasonably acceptable to Purchaser setting forth Seller's address and Social Security or Tax Identification number and certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act, as revised by the Deficit Reduction Act of 1984, then Purchaser shall deduct and withhold a tax equal to either ten percent (10%) of the Purchase Price or such other amount as may be authorized by a withholding certificate from the Internal Revenue Service.
- (B) At Closing, if Seller does not deliver to Purchaser an affidavit reasonably acceptable to Purchaser confirming that Seller is a resident or "deemed resident" of the State of Georgia for purposes of O.C.G.A. Section 48-7-128, then Purchaser shall be entitled to withhold a portion of the Purchase Price for payment to the Georgia Department of Revenue pursuant to said statute.

17. ENVIRONMENTAL CONDITIONS.

To Seller's actual knowledge:

- (A) The Property has never been used as a landfill for garbage or refuse, dump, stump pit, toxic waste dump or cemetery, or for the handling, generation, treatment, release, storage or disposal of chemicals or hazardous wastes or substances so as to create an environmental hazard. For purposes of this Agreement, the term "hazardous wastes or substances" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, RCRA, or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or waste.
- (B) The Property is free from any hazardous or toxic materials or waste or similarly described substances under any applicable federal or state laws or regulations and (ii) there have been no violations of applicable "wetlands" regulations in connection with the development of the Property.
- (C) There are no storage tanks located on the Property, either above or below ground.

18. CLOSING COSTS.

Unless otherwise stipulated in this Agreement, Purchaser agrees to pay the following costs, if any, at Closing: (i) Purchaser's attorney's fees; (ii) the cost of preparing the conveyancing documents (iii) all appraisal fees; (iv) all title examination and survey fees and the premiums for all title insurance commitments and policies; (v) all recording fees; and (vi) any other charges incurred by Purchaser relating to the transaction contemplated herein. Seller agrees to pay the following costs, if any, at Closing: (i) Seller's attorney's fees; (ii) any transfer taxes; and (iii) any other charges incurred by Seller in connection with this transaction. The Brokers' Commission shall be paid at Closing in accordance with Section 11 of this Agreement.

19. CLOSING.

The sale of the Property shall be closed ("Closing") on or before September 30, 2021 (the "Closing Date") at a time and place acceptable to Purchaser and Seller; provided, however, if Purchaser and Seller fail to agree on a time and place, the Closing shall be held on the aforesaid date at 1:00 P.M. in the office of Broker at the address set forth above.

20. GENERAL.

- (A) Entire Agreement. This Agreement constitutes the sole and entire Agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding

signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

- (B) Captions. The headings at the beginning of each paragraph are for clarification purposes only and are not intended to alter the context of this Agreement.
- (C) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
- (D) Time of the Essence. Time is of the essence of this Agreement.
- (E) Governing Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- (F) OFAC. Neither Seller nor Purchaser, nor any of their affiliates, nor, to Seller's or Purchaser's respective knowledge, any of their respective partners, members, shareholders or other equity owners, or to Seller's or Purchaser's respective knowledge, any of their respective employees, officers directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings of transactions or be otherwise associated with such persons or entities.
- (G) No Waiver. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- (H) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
- (I) Conditions Precedent. Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefited thereby.
- (J) Responsibility to Cooperate. Seller and Purchaser agree that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.
- (K) Survival of Agreement. Any condition or stipulation not fulfilled at the time of the Closing shall survive the closing, execution and delivery of the warranty deed until such time as said conditions or stipulations are fulfilled.
- (L) Closing Certifications. Seller shall deliver to Purchaser at the Closing an affidavit: (i) certifying that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; (ii) certifying the information required for Internal Revenue Service Form 1099; and (iii) certifying as to such other matters as may be reasonably required by the title insurance company for issuance of a title insurance policy on the Property.
- (M) Business Day. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

- (N) All tenant security deposits shall be delivered or credited by Seller to Purchaser at Closing, and Purchaser shall sign an agreement at Closing to hold Seller harmless against claims regarding such transferred security deposits.
- (O) Possession of the Property shall be granted by Seller to Purchaser no later than closing, subject to the rights of tenants of the Property, if any are listed on Exhibit "D" hereto,
- (P) Any box not checked in any paragraph is specifically not applicable.

Any postponement or delay of the Closing, as may be permitted in this Agreement, shall not exceed eighteen (18) months, unless otherwise expressly agreed in writing by all of the parties hereto.

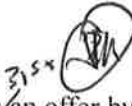
21. SPECIAL STIPULATIONS.

ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. This "Disclaimer; Waiver and Release of Claims" provision, without any changes, modifications, deletions or revisions, must be included in all ACBR Form documents that include any reference to ACBR. The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) ACBR has made the original versions of this document and other document forms available to ACBR's members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (D) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (E) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

Note: Prepare and attach Exhibits "A" - "D", as applicable

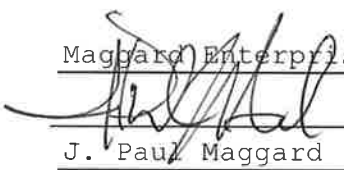
- ☒ (A) Exhibit "A" Legal Description of Land (as referenced in Section 1)
- ☒ (B) Exhibit "B" Permitted Title Exceptions (as referenced in Section 4)
- ☐ (C) Exhibit "C" Management, Service or other Contracts (as referenced in Section 5)
- ☐ (D) Exhibit "D" Leases (as referenced in Section 5)

[Signatures on following page]

315x 
 This instrument shall be regarded as an offer by the first party to sign it and is open for acceptance by the other party until 5 o'clock P.M. on the 12th day of August, 2021 by which time written acceptance of such offer must have been actually received by Broker, who shall promptly notify the other party of such acceptance. The parties agree that this Agreement may be executed by facsimile and in counterparts, each of which shall be effective as an original, but all of which counterparts taken together shall constitute one and the same Agreement.

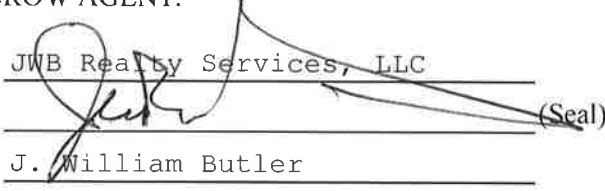
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PURCHASER: City of Lawrenceville
 By: _____ (Seal)
 Name: Chuck Warbington
 Title: City Manager
 Phone: 678.407.6415
 Date: _____

SELLER: Maggard Enterprises, Inc
 By:  _____ (Seal)
 Name: J. Paul Maggard
 Title: Member
 Phone: _____
 Date: 7-29-21

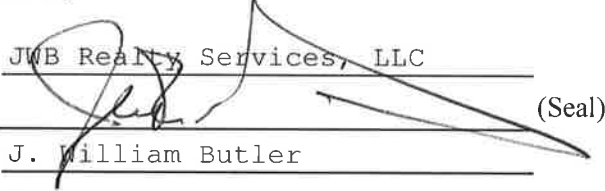
[Signatures continue on following page]

JOINS HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS IN THIS AGREEMENT
APPLICABLE TO ESCROW AGENT:

ESCROW AGENT: JWB Realty Services, LLC
 By:  (Seal)
 Name: J. William Butler
 Title: President
 Firm License #: H-37215
 Phone: 770.622.3050
 Date: _____
 Agent Name(s): Ryan Denbow

 Agent License #(s): 296116

JOINS HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS IN THIS AGREEMENT
APPLICABLE TO BROKER:

BROKER: JWB Realty Services, LLC
 By:  (Seal)
 Name: J. William Butler
 Title: President
 Firm License #: H-37215
 Phone: 770.622.3050
 Date: _____
 Agent Name(s): Ryan Denbow

 Agent License #(s): 296116

JOINS HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS IN THIS AGREEMENT
APPLICABLE TO CO-BROKER:

CO-BROKER: N/A
 By: _____ (Seal)
 Name: _____
 Title: _____
 Firm License #: _____
 Phone: _____
 Date: _____
 Agent Name(s): _____

Agent License #(s):

Exhibit 'A'

Legal Description

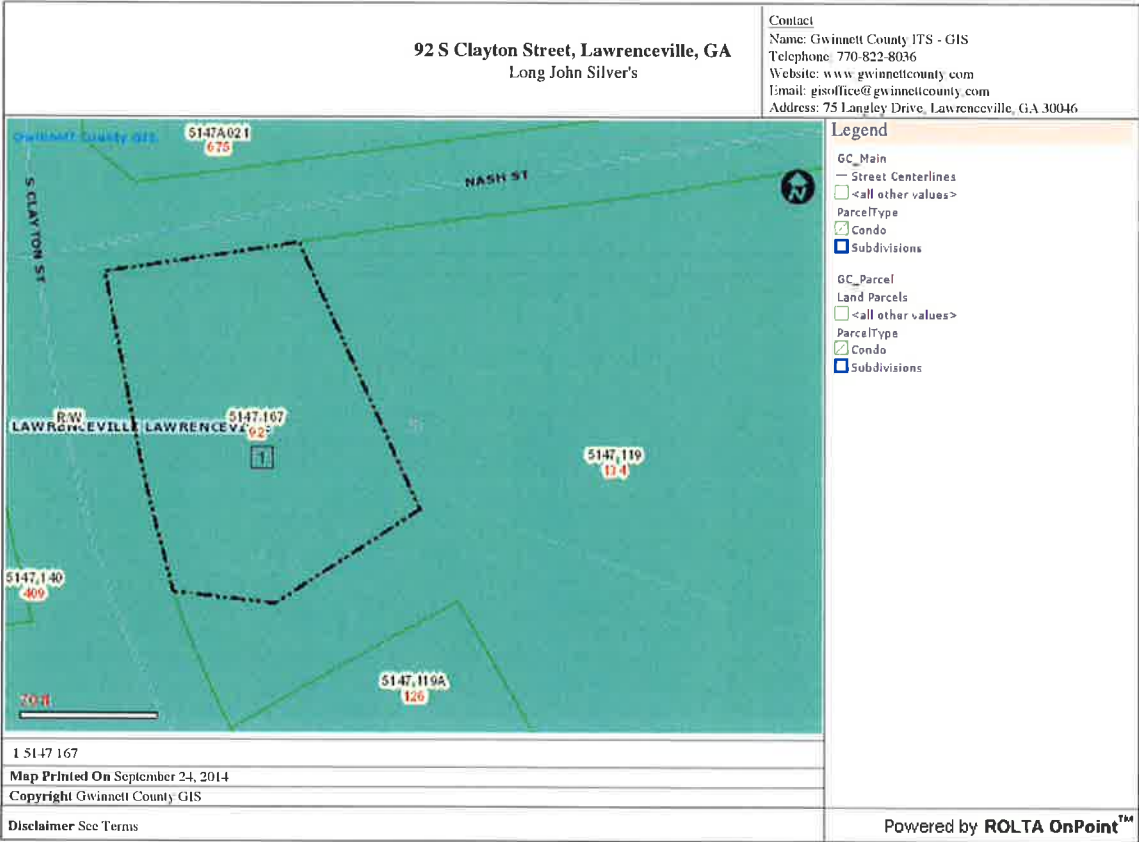


Exhibit 'B'**Permitted Title Exceptions**

N/A



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 11, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Acquisition of GDOT Surplus property on SR316
Department:	City Manager
Date of Meeting:	Wednesday, August 11, 2021
Fiscal Impact:	\$552,500.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the acquisition of 7.072 acres of GDOT surplus property located on Southside SR316 at Collins Hill Road.

Summary:

Fiscal Impact:

Attachments/Exhibits:

Purchase bid proposal

PURCHASE BID PROPOSAL

**PM# 2816 7.072 Acres on
Southside SR 316 @ Collins Hill
Road
Gwinnett County, Georgia**

**To: Primacq Group Inc.
 Surplus Property Consultants for:
 Georgia Department of Transportation
 777 Petty Road, Suite 201
 Lawrenceville, GA 30043**

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$650,000.00

The Minimum Acceptable Bid is: \$552,500.00

-1-

The amount of purchase price bid by the undersigned is \$ 552,500. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned has enclosed and attached hereto as a deposit a certified check or cashier's check drawn on an United States National Bank or a State of Georgia chartered bank and made payable to the order of the Georgia Department of Transportation as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit
Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit
Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

HFK

-3-

There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30- day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within thirty (30) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

(a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within thirty (30) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check or cashier's check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. **All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.**

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other

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than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

(b) Title to the real property and any improvement that may still remain thereon will be taken in the following exact form:

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

(c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.

(d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.

(e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.

(f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.

(g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.

(h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.

(i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.

(j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all

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recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

(k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

(l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

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It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the enclosed check in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

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It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Bidder as printed below:

NAME: CITY OF LAWRENCEVILLE

ADDRESS: 70 S. CLAYTON STREET
LAWRENCEVILLE, GA 30046

TELEPHONE: HOME ()

OFFICE (770) 315-2725

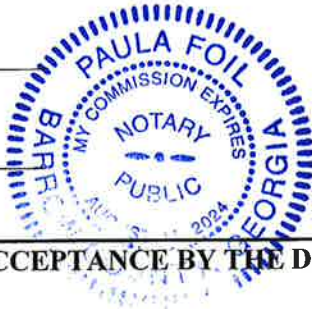
Signed, Sealed and Delivered this 20th day
of July, 2021 in the Presence of:

Karen Pierce
Witness

Witness

Notary Public (SEAL)

Notary Public



Signature of Bidder
CITY MANAGER

Signature of Bidder

CITY MANAGER

ACCEPTANCE BY THE DEPARTMENT

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

Signed, Sealed and Delivered this _____ day
of _____, 20____ in the Presence of:

_____(SEAL)

Troy Hill
State Right of Way Administrator

Witness

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Revised 08-14-2017
HFK



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 23, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Ordinance to Move the December Super Wednesday Council Meeting
Department:	City Manager
Date of Meeting:	Monday, August 23, 2021
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve moving the 12 pm Work Session and the 7 pm Regular Meeting from Wednesday, December 15, 2021 to Monday, December 13, 2021.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 23, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Update to City Code of Ordinances, Chapter 26, Article 2 - False Alarm
Department:	Police Department
Date of Meeting:	Monday, August 23, 2021
Fiscal Impact:	TBD
Presented By:	Tim Wallis, Police Chief
Action Requested:	Approve Update to City Code of Ordinances, Chapter 26, Article 2 - False Alarm

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE 2 (FALSE ALARM) OF CHAPTER 26 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA

The City Council of the City of Lawrenceville, Georgia hereby ordains that Article of 2 of Chapter 26 of the Code of the City of Lawrenceville, Georgia is hereby deleted in its entirety and replaced with a new Article 2 which shall read as follows:

ARTICLE II. FALSE EMERGENCY SERVICES ALARM ORDINANCE

Sec. 26-35. Purpose and intent.

- (a) The purpose of this article is to encourage alarm owners and alarm companies to properly use and maintain operational effectiveness of alarm systems in order to improve the reliability of alarm systems and reduce or eliminate false alarms. The City of Lawrenceville finds that excessive false alarms unduly burden the limited resources of the Lawrenceville Police Department.
- (b) This article governs alarm systems intended to summon a public safety department and requires registration, assessment of fees/civil penalties for excessive false alarms, provides procedures for repeat offenders, provides for severability of the parts hereof, and provided an effective date. This article shall apply to calls made to an emergency call center by contracted third parties not physically present at the alarm site.
- (c) This article establishes minimum standards applicable to alarm systems, alarm users and alarm companies as defined herein.

Sec. 26-36. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm Administrator means a person or persons designated by the city to administer the provisions of this article. Said alarm administrator may be a vendor contracted by the city to administer the provisions of this article.

Alarm company means a person, company, firm, corporation, or other entity which has the contractual agreement with the alarm user and is subject to the licensing requirements, and engaged in selling, leasing, installing, servicing, or monitoring alarm systems; this entity shall be licensed in compliance with city and state rules, regulations, and laws.

Alarm permit means a permit issued to an alarm user by the city allowing the operation of an alarm system within the city.

Alarm signal means a notification to the city that an alarm has been activated at a particular alarm site and that city emergency service is requested.

Alarm site means a single premises or location served by an alarm system or systems. Each tenancy, if severed by a separate alarm system in a multitenant building or complex, shall be considered a separate alarm site.

Alarm system means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual, or electronic signal indicating an alarm condition and intended to summon a city emergency service response, including local alarm systems. Alarm system does not include an alarm installed in a vehicle or on someone’s person unless the vehicle or the personal alarm is permanently located at a site.

Alarm user means any person, corporation, partnership, proprietorship, governmental or educational entity, or any other entity owning, leasing, or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Alarm User Awareness Class means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

Cancellation means termination of response by the Police Department when the alarm company notifies the Police Department that there is not an existing situation at the alarm site requiring emergency services response after an alarm dispatch request. If cancellation occurs within two (2) minutes of dispatch and prior to police arriving at the scene, no penalty will be assessed.

City means the City of Lawrenceville and/or its designee.

Chief of Police means the Chief of Police of the City of Lawrenceville Police Department or his designee.

Compliance Standards means equipment and installation methods shall comply with all appropriate nationally recognized testing laboratories and American National Standards Institute (ANSI) requirements.

Enhanced Call Confirmation (ECC) means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user by telephone and/or other means, whether or not actual contact with a person is made, to determine whether an alarm signal is

valid before requesting law enforcement response. A second call shall be made to an alternate number provided by the alarm user if the first attempt fails. EXCEPT in case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

False alarm means an alarm dispatch request, that has generated a city emergency service response, which is canceled, or when no emergency condition is found at the alarm site. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by violent conditions of nature, nor does it include other extraordinary circumstances not reasonably subject to the control by the alarm user. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm company is notified in advance that the alarm system is being tested and no public safety department response is requested by the alarm company.

Local alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Permit year means a 12-month period beginning on the day and month on which an alarm permit is issued.

Runaway alarm means an alarm system that produces three (3) or more unfounded alarm signals in a twenty-four (24) hour period. The city emergency services may in its discretion discontinue responses to these alarm signals until the alarm system is corrected.

Sec. 26-37. Alarm permit.

- (a) *Permit required.* No alarm user shall operate, or cause to be operated, a monitored alarm system at its alarm site without a valid alarm permit. A separate alarm permit is required for each alarm site. An annual permit is required for the initial registration and annual renewals. A free for registration and renewal may be required. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. An alarm permit shall expire twelve (12) months from the date of issuance and must be renewed annually by submitting an updated application and permit renewal fee to the City. Failure to renew will be classified as a non-permitted alarm system and additional fees may be assessed. A late fee will be assessed if the renewal is more than thirty (30) days late. An alarm permit cannot be transferred to another person or alarm site. An alarm user shall inform the City of any change that alters any of the information listed on the alarm permit application within ten (10) business days of such change.
- (b) *Application.* The permit shall be requested on an application form provided by the City. An alarm user has the duty to obtain an application from the City within five (5)

business days of the alarm system installation or an alarm system transfer. The completed application shall be filed with the City within ten (10) business days of the alarm system installation or an alarm system transfer.

- (c) *Transfer of possession.* An alarm permit cannot be transferred to another person or alarm site. When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within ten (10) business days of obtaining possession of the property.
- (d) *Multiple alarm systems.* If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.
- (e) *Confidentiality.* In the interest of public safety, all information contained in and gathered through the alarm permit applications and applications for appeals shall be held in confidence by all employees or representatives of the city and by any third-party administrator or employees of a third-party administrator with access to such information to the maximum extent permitted by Georgia law.

Sec. 26-38. Duties of the alarm user.

- (a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.
- (b) Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to facilitate dispatch).
- (c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by city emergency services.
- (d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.
- (e) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of the location of the alarm-system.
- (f) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than fifteen (15) minutes.
- (g) An alarm user shall not use automatic voice dialers.
- (h) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or

property is being committed or attempted on the premises, or otherwise to cause a false alarm.

- (i) Alarmed locations are subject to fees for services, as established by the city council, depending on the number of false alarms within the preceding twelve (12) month period.

Sec. 26-39. Duties of the alarm company.

- (a) Any person engaged in the alarm business in the city shall comply with the following:

- (1) Obtain and maintain the required state, county and/or city license(s).
- (2) Provide name, address, and telephone numbers of the alarm company license holder or a designee who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within a reasonable amount of time.
- (3) Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.
- (4) Provide new and cancelled alarm sites in the format required by the City every thirty (30) days or upon request by the City.
- (5) An alarm installation company and/or monitoring company that purchases alarm system accounts from another person shall notify the City of such purchase and provide details as may be requested by the City.

- (b) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user. Ensure that all alarm users of alarm systems equipped with a duress, holdup, or panic alarm are given adequate training as to the proper use of the duress, holdup, or panic alarm.

- (c) After completion of the installation of an alarm system, the alarm company employee shall review with the alarm user the false alarm prevention checklist (Appendix A) or an equivalent checklist approved by the City. The alarm company employee shall complete, sign and date the false alarm prevention checklist and maintain a copy for a period of two (2) years.

- (d) An alarm company performing monitoring services shall:

- (1) Attempt to confirm, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone confirmation shall require, as a minimum that a second call also known as Enhanced Call Confirmation (ECC), be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in

case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

- (2) Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
- (3) Communicate any available information about the location of the alarm.
- (4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.
- (5) Maintain for a period of at least one (1) year from the date of the alarm dispatch request, records relating to the alarm dispatch. Records must include name, address and telephone number of the alarm user, the alarm system zones activated, the time of alarm dispatch request and evidence of an attempt to verify the alarm. The alarm administrator may request copies of such records for individually name alarm users. If the request is made, the alarm monitoring company shall provide requested information within (10) business days of receiving the request.

Sec. 26-40. Enforcement provisions.

- (a) *Excessive false alarms/Failure to register.* All fees and penalties are set by the city council and must be paid before an alarm permit may be issued or renewed. An alarm user shall be subject to fees or penalties, depending on the number of false alarms within any twelve-month period. Any person operating a non-permitted alarm system will be subject to a penalty for each false alarm in addition to any other fees or penalties.
- (b) All fees and penalties are due within thirty (30) days of notification.
- (c) *Fee Schedule.*

(1) Non-residential Fee Schedule.

Alarm System Permit Fee:	\$0.00
Alarm System Annual Renewal Fee:	\$0.00
Late Fee after 30 days	\$25.00

False Alarm Fees

1 st alarm	\$No Charge
2 nd alarm	\$50.00
3 rd alarm	\$200.00
4 th alarm and subsequent	\$400.00

Any false alarm occurring without a valid alarm permit will be assessed in addition to the false alarm fee an additional \$100.00 for each false alarm.

Late fee for payment after 30 days	\$25.00
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Appeal Hearing Fee* \$25.00 plus assessed fee
*(Fee and fine shall be refunded in its entirety if appeal is upheld)

(2) Residential Fee Schedule.

Alarm System Permit Fee: \$0.00
Alarm System Annual Renewal Fee: \$0.00
Late Fee after 30 days \$0.00

False Alarm Fees
1st alarm \$No Charge
2nd alarm \$No Charge
3rd alarm \$25.00
4th alarm and subsequent \$100.00

Late fee for payment after 30 days \$25.00
Appeal Hearing Fee* \$25.00 plus assessed fee
*(Fee and fine shall be refunded in its entirety if appeal is upheld)

- (d) The response to any alarm signal at any alarm site located within the City shall cause the automatic registration of the alarm system located at said address.

Sec. 26-41. Appeals.

- (a) *Appeals process.* Assessments of fees, civil penalties, or other enforcement decisions made under this article may be appealed by filing a written notice of appeal with the Records Division of the Lawrenceville Police Department within ten (10) business days after the date of notification of the assessment or other enforcement decision. The written notice of appeal shall contain the reason for the appeal, the permit number, the name of the permit holder, the name of the alarm company, and any other pertinent information relevant to the case. The failure to give notice of appeal within the required time frame shall constitute a waiver of the right to contest the assessment or other enforcement decision. The Chief of Police shall designate a hearing officer from the police department to hear appeals under this article. The hearing officer shall render a decision within five (5) business days and give written notification of the decision. The hearing officer’s decision may be appealed to the Chief of Police by filing a written notice of appeal with the Records Division of the Lawrenceville Police Department within ten (10) business days of the date of the hearing officer’s decision. The decision of the chief of police is subject to review by the Superior Court of Gwinnett County by a proceeding in the nature of writ of certiorari.
- (b) *Appeal standard.* The hearing officer shall review an appeal using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment or other enforcement action(s), the hearing

officer shall have the discretion to dismiss or reduce the assessment or reverse any other enforcement action(s) where warranted.

- (c) *Responsibility for fees/costs.* In the event the appeal is not upheld, the owner or alarm company shall also be responsible for any fee assessed to reimburse the city for any costs incurred in hearing an appeal under this article.

Sec. 26-42. Confidentiality, immunity, and severability.

- (a) *Confidentiality.* To the extent allowed by law, information gathered as part of the alarm registration process or contained in any application for a permit will be held in confidence by the city.
- (b) *Governmental immunity.* Alarm registration is not intended to, nor will it, create a contract, duty, or obligation, either express or implied, of response. Any and all liability and consequential damages resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm system registration or permit, the alarm user acknowledges that the police department response may be influenced by various factor including, without limitation, the availability of units to respond, staffing levels, priority of calls, emergency conditions, traffic conditions, weather conditions, and prior response history.
- (c) *Severability.* The provisions of this article are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

Secs. 26-43—26-68. – Reserved.

IT IS SO ORDAINED this _____ day of August, 2021.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

(Appendix A)

City of Lawrenceville Alarm Installation
Customer Checklist

Yes No

___ ___ 1. I have been made aware of the applicable alarm ordinance and I will comply with its requirements.

___ ___ 2. I understand it is my responsibility to prevent false alarms. I understand it is critical and my responsibility to assure that anyone who has a key to the premises and all users of the alarm system (such as residents, employees, guests, cleaning people, and repair people) are trained on the proper use of the system.

___ ___ 3. I understand that there is a 7-day no dispatch period for intrusion alarms, excluding panic, duress, and holdup signals. During this time the alarm monitoring station will have no obligation to and will not respond to any alarm signal from an alarm site. The alarm monitoring company will not make an alarm dispatch request to law enforcement even if the alarm signal is the result of an actual alarm event.

___ ___ 4. I have been trained in the proper operation of the system. I have been given an operating sheet summarizing the proper use of the system, as well as the security system operating manual.

___ ___ 5. I know how to turn off motion detectors while leaving other sensors on. (Residential Only)

___ ___ 6. I know how to test the system, including the communication link with the monitoring center.

___ ___ 7. I understand that my entry time is _____ and my exit time is _____.

___ ___ 8. I have the alarm company phone number to request repair service or to ask questions about the alarm system.

___ ___ 9. I know how to cancel an accidental alarm activation. I have the system cancellation code or code word.

___ ___ 10. I understand that indoor pets can cause false alarms. I will contact my alarm company to adjust the system if I acquire any additional indoor pets.

___ ___ 11. I understand that the main control panel and transformer are in _____.

___ ___ 12. I have received an alarm sheet, which describes how the alarm company will communicate with me in the event of various alarm signals.

___ ___ 13. I understand the importance of:

- keeping my emergency contact information updated and I know how to do this;
- immediately advising the alarm company if my phone number changes (including area code); and
- immediately advising the alarm company of any other changes to my telephone service such as call waiting or a fax line.

___ ___ 14. I will advise the alarm company if I do any remodeling (such as painting, moving walls, doors, or windows).

___ ___ 15. I understand that certain building defects (such as loose-fitting doors or windows, rodents, inadequate power, and roof leaks) can cause false alarms. I will correct these defects as I become aware of them.

___ ___ 16. The alarm company has given me written false alarm prevention techniques to help me prevent false alarms.

___ ___ 17. I understand that if I utilize special telephone features, such as call waiting, DSL or VoIP, my alarm system may not communicate properly with the central monitoring station and dispatch may not occur.

Comments: _____

ALARM COMPANY

CUSTOMER

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____