



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, October 26, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. September 28, 2020 Regular and Executive
2. October 1, 2020 Special Call and Executive
3. October 14, 2020 Work Session and Executive

Recognitions

4. Finance Department

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.](#) 5-year Update for the Livable Centers Initiative (LCI)
- [6.](#) Steel Pipe Replacement Project
- [7.](#) Natural Gas Pressure Improvement Project
- [8.](#) Resolutions for Corporate Signatures for Bank Accounts

[9.](#) Amendment to Chapter 38 Utilities to Adopt the Ordinances and Regulations of Gwinnett County Related to Water and Sewerage Authority, Sewer and Water System, Water Service, Water and Sewer System Development Charges

[10.](#) Health Plan Approval

[11.](#) 2021 Council Meeting Dates

Public Hearing Old 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.

[12.](#) RZM2020-00003 SUP2020-00034; One Street Residential, LLC; 213 Scenic Highway, 171 Stone Mountain Street and 179 Stone Mountain

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.

[13.](#) CIC2020-00003 & SUP2020-00039; Karen Wright; 577 Scenic Highway

[14.](#) RZC2020-00018; Learning Hive LLC; 319 Simonton Road

[15.](#) RZM2020-00005; Lawrence Design Group; 737 Grayson Highway

[16.](#) RZM2020-00006; Lawrence Design Group; 150 Scenic Highway

[17.](#) RZM2020-00007 & SUP2020-00040; Lawrenceville Land Holdings, LLC; rear of 415 Sandringham

[18.](#) SUP2020-00037; Kalahari Electrical; 283 Jackson Street

[19.](#) SUP2020-00038; MCM Best Friend Road, LLC c/o Andersen, Tate & Carr; 111 Fredrix Alley

Council Business New Business

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

[20.](#) Clayton Street at Nash Street Parking Lot Project Change Order 1

[21.](#) Five Forks Trickum Sidewalk Improvements Project

[22.](#) Permanent Stage Change Order 1

[23.](#) Motorola Dispatch Upgrades and Service Contracts

[24.](#) Resolution for Abandonment of McArthur Street

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 26, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	5-year Update for the Livable Centers Initiative (LCI)
Department:	Planning & Development
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	\$187,500.00
Presented By:	Todd Hargrave, Planning and Development Director
Action Requested:	Award 5-year Update for the Livable Centers Initiative (LCI) to the highest scoring firm, Pond & Company, amount not to exceed \$187,500.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The purpose of the update/study is to undertake a comprehensive and inclusive examination of the Downtown Lawrenceville area as it currently exists and to then develop a plan that ensures its continued growth as a vibrant, mixed-use community core.

Fiscal Impact: Not to exceed \$187,500.00. This contract is funded by the Consulting & Planning Fund (1007410-521240).

Attachments/Exhibits:

Score Tabulation
Cost Tabulation

RP003-21

5-year Update for the Livable Centers Initiative (LCI)

Planning & Development

			APD Urban Planning & Management LLC	HKS, Inc.	Houseal Lavigne Associates, LLC	Kimley-Horn and Associates, Inc.	MKSK, Inc.	Pond & Company	Sizmore Group, LLC
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	50	Project Approach and Deliverables	41.5	46.33	41.67	46	43	46.67	43.33
2	30	Experience in Developing Innovative Zoning Regulations	25	26.33	23.33	27.67	25	27.67	26.67
3	10	Relevant Experience of Firm and Project Team	6	8	7.67	8	8.33	8	7.67
4	10	Fee Schedule	9.8	10	9.9	9.9	9.9	9.9	9.9
TOTAL			82.3	90.66	82.57	91.57	86.23	92.24	87.57
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	82.3	90.66	82.57	91.57	86.23	92.24	87.57

Recommended Vendor:

Pond & Company

3500 Oakway Lane, Suite 500

Peachtree Corners, GA 30092

Ph: 678-336-7740

williamsb@pondco.com

RP003-21
5-year Update for the Livable Centers Initiative (LCI)
Planning & Development

	APD Urban Planning & Management LLC	HKS, Inc.	Houseal Lavigne Associates, LLC	Kimley-Horn and Associates, Inc.	MKSK, Inc.	Pond & Company	Sizmore Group, LLC
DESCRIPTION	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
Fees for 5-year update	\$186,938.00	\$186,413.00	\$187,500.00	\$187,500.00	\$187,020.00	\$187,500.00	\$187,365.00



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 26, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Steel Pipe Replacement Project
Department:	Gas
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	\$613,069.80
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Steel Pipe Replacement Project to low bidder, Harrison & Harrison, Inc., amount not to exceed \$613,069.80. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project will consist of installing approximately 11,400 feet of 2 inch PE and 4,000 feet of 4 inch PE on King Arthur Drive, Merlin Place and Lancelot Way. Also, installation of approximately 500 feet of 4 inch PE and 200 feet of 2 inch PE on Herring Road, and installation of approximately 5,900 feet of 2 inch PE and 2,700 feet of 4 inch PE on Park Street, Valley Drive, Greenhill Way, Woodland Circle and Walnut Court.

Fiscal Impact: Amount not to exceed \$613,069.80. This project is funded by the Capital Outlay Fund (516470.541000). Project 11-028.

Attachments/Exhibits:

Bid Tabulation

			D. Lance Souther, Inc.		ElectriCom, LLC		Harrison & Harrison, Inc.		Pike Electric, LLC.		Southern Connections, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project												
1	Warranties & Bonds	1 LS	\$10,000.00	\$10,000.00	\$5,520.75	\$5,520.75	\$11,419.80	\$11,419.80	\$9,670.20	\$9,670.20	\$9,015.84	\$9,015.84
2	Remobilization	1 LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$21,065.36	\$21,065.36	\$6,117.55	\$6,117.55
3	2" Polyethylene Open Trench	6400 LF	\$21.95	\$140,480.00	\$14.47	\$92,608.00	\$16.00	\$102,400.00	\$15.96	\$102,144.00	\$18.83	\$120,512.00
4	2" Polyethylene Bore	5000 LF	\$21.95	\$109,750.00	\$14.47	\$72,350.00	\$16.00	\$80,000.00	\$38.18	\$190,900.00	\$23.79	\$118,950.00
5	4" Polyethylene Open Trench	3,200 LF	\$29.95	\$95,840.00	\$16.28	\$52,096.00	\$18.00	\$57,600.00	\$28.94	\$92,608.00	\$29.76	\$95,232.00
6	4" Polyethylene Bore	800 LF	\$29.95	\$23,960.00	\$16.28	\$13,024.00	\$35.00	\$28,000.00	\$57.02	\$45,616.00	\$47.09	\$37,672.00
7	6" Polyethylene Open Trench	1 LF	\$39.95	\$39.95	\$20.88	\$20.88	\$500.00	\$500.00	\$43.89	\$43.89	\$49.52	\$49.52
8	6" Polyethylene Bore	1 LF	\$39.95	\$39.95	\$20.88	\$20.88	\$500.00	\$500.00	\$80.92	\$80.92	\$56.76	\$56.76
9	6" Polyethylene Tie-in	1 EA	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$2,633.17	\$2,633.17	\$4,563.33	\$4,563.33
10	4" Polyethylene Tie-in	8 EA	\$4,500.00	\$36,000.00	\$2,700.00	\$21,600.00	\$1,200.00	\$9,600.00	\$2,106.54	\$16,852.32	\$3,042.22	\$24,337.76
11	2" Polyethylene Tie-in	6 EA	\$3,000.00	\$18,000.00	\$1,500.00	\$9,000.00	\$750.00	\$4,500.00	\$1,579.90	\$9,479.40	\$2,535.19	\$15,211.14
12	Service Tie-over Shortside	55 EA	\$750.00	\$41,250.00	\$1,100.00	\$60,500.00	\$500.00	\$27,500.00	\$1,053.27	\$57,929.85	\$1,566.67	\$86,166.85
13	Service Tie-over Longside	45 EA	\$1,250.00	\$56,250.00	\$1,250.00	\$56,250.00	\$750.00	\$33,750.00	\$1,761.03	\$79,246.35	\$1,807.69	\$81,346.05
14	Service Replacement Insert/Re-dig Shortside	45 EA	\$1,500.00	\$67,500.00	\$1,450.00	\$65,250.00	\$1,000.00	\$45,000.00	\$1,316.59	\$59,246.55	\$2,115.00	\$95,175.00
15	Service Replacement Insert/Re-dig Longside	24 EA	\$2,500.00	\$60,000.00	\$1,600.00	\$38,400.00	\$1,000.00	\$24,000.00	\$2,106.54	\$50,556.96	\$2,350.00	\$56,400.00
16	Locate Station Installation	20 EA	\$100.00	\$2,000.00	\$75.00	\$1,500.00	\$25.00	\$500.00	\$263.32	\$5,266.40	\$235.00	\$4,700.00
17	4" Regulator Station Installation	1 EA	\$10,000.00	\$10,000.00	\$9,600.00	\$9,600.00	\$4,500.00	\$4,500.00	\$16,039.04	\$16,039.04	\$14,176.03	\$14,176.03
18	2" Steel Open Trench	1 LF	\$34.95	\$34.95	\$15.00	\$15.00	\$500.00	\$500.00	\$50.12	\$50.12	\$34.34	\$34.34
19	2" Steel Tap	1 EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$4,135.29	\$4,135.29	\$5,316.48	\$5,316.48
20	4" Steel Tap	1 EA	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$7,000.00	\$7,000.00	\$7,067.13	\$7,067.13	\$6,645.60	\$6,645.60
21	Add for Rock Bore 2"	800 LF	\$100.00	\$80,000.00	\$100.00	\$80,000.00	\$100.00	\$80,000.00	\$74.07	\$59,256.00	\$139.56	\$111,648.00
22	Add for Rock Bore 4"	200 LF	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$150.00	\$30,000.00	\$92.59	\$18,518.00	\$179.43	\$35,886.00
23	Add for Rock Bore 6"	1 LF	\$120.00	\$120.00	\$165.00	\$165.00	\$300.00	\$300.00	\$129.63	\$129.63	\$219.30	\$219.30
24	Add for Blast/Hammer Rock	500 LF	\$50.00	\$25,000.00	\$75.00	\$37,500.00	\$100.00	\$50,000.00	\$100.00	\$50,000.00	\$59.81	\$29,905.00
25	Cost Plus/Crew with Welder	1 DR	\$3,500.00	\$3,500.00	\$2,920.10	\$2,920.10	\$5,500.00	\$5,500.00	\$4,009.76	\$4,009.76	\$4,685.72	\$4,685.72
26	Cost Plus/Crew without Welder	1 DR	\$3,000.00	\$3,000.00	\$2,540.80	\$2,540.80	\$4,500.00	\$4,500.00	\$2,633.17	\$2,633.17	\$3,541.78	\$3,541.78
Total			\$820,764.85		\$660,881.41		\$613,069.80		\$905,177.51		\$967,564.05	

Recommended Vendor:

Harrison & Harrison, Inc.
P.O. Box 5635
Athens, GA 30604
P: 706-549-2555
jameyhh@bellsouth.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 26, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item: Natural Gas Pressure Improvement Project

Department: Gas

Date of Meeting: Monday, October 26, 2020

Fiscal Impact: \$758,945.36

Presented By: Todd Hardigree, Gas Director

Action Requested: Award Natural Gas Pressure Improvement Project to low bidder, ElectriCom, LLC, amount not to exceed \$758,945.36. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project will consist of installing approximately 9,000 feet of 4 inch PE and 3,600 feet of 6 inch PE. Locations are on the North side of Hwy 138 in Walnut Grove from 4130 Hwy 138 to Youth Jersey Road. On Hwy 20 - Cooper Road to Oak Grove Rd. and Ozora Rd. to Bay Crest Lane, and from Maranatha Trail to Sugarloaf Parkway.

Fiscal Impact: Amount not to exceed \$758,945.36. This project is funded by the Capital Outlay Fund (5164700.541000). Project 11-023.

Attachments/Exhibits:

Bid Tabulation

SB005-21
Natural Gas Pressure Improvement Project
Gas Department

			D. Lance Souther, Inc.		ElectriCom, LLC		Harrison & Harrison, Inc.		Pike Electric, LLC.		Southern Connections, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project												
1	Warranties & Bonds	1 LS	\$10,000.00	\$10,000.00	\$6,062.46	\$6,062.46	\$16,069.51	\$16,069.51	\$7,840.05	\$7,840.05	\$9,791.52	\$9,791.52
2	Remobilization	1 LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$21,065.36	\$21,065.36	\$6,102.59	\$6,102.59
3	2" Polyethylene Open Trench	300 LF	\$24.95	\$7,485.00	\$14.65	\$4,395.00	\$12.00	\$3,600.00	\$15.96	\$4,788.00	\$17.83	\$5,349.00
4	2" Polyethylene Bore	200 LF	\$24.95	\$4,990.00	\$14.65	\$2,930.00	\$16.00	\$3,200.00	\$38.18	\$7,636.00	\$22.91	\$4,582.00
5	4" Polyethylene Open Trench	5,800 LF	\$29.95	\$173,710.00	\$17.43	\$101,094.00	\$18.97	\$110,026.00	\$28.94	\$167,852.00	\$27.86	\$161,588.00
6	4" Polyethylene Bore	3,200 LF	\$29.95	\$95,840.00	\$17.43	\$55,776.00	\$20.00	\$64,000.00	\$57.02	\$182,464.00	\$44.83	\$143,456.00
7	6" Polyethylene Open Trench	2,900 LF	\$39.95	\$115,855.00	\$22.03	\$63,887.00	\$23.00	\$66,700.00	\$43.89	\$127,281.00	\$48.14	\$139,606.00
8	6" Polyethylene Bore	700 LF	\$39.95	\$27,965.00	\$22.03	\$15,421.00	\$23.00	\$16,100.00	\$80.92	\$56,644.00	\$55.54	\$38,878.00
9	6" Polyethylene Tie-in	4 EA	\$5,000.00	\$20,000.00	\$3,500.00	\$14,000.00	\$1,500.00	\$6,000.00	\$2,633.17	\$10,532.68	\$3,793.48	\$15,173.92
10	4" Polyethylene Tie-in	4 EA	\$4,500.00	\$18,000.00	\$2,700.00	\$10,800.00	\$1,200.00	\$4,800.00	\$2,106.54	\$8,426.16	\$2,655.43	\$10,621.72
11	2" Polyethylene Tie-in	4 EA	\$3,000.00	\$12,000.00	\$1,500.00	\$6,000.00	\$750.00	\$3,000.00	\$1,579.90	\$6,319.60	\$2,086.41	\$8,345.64
12	Service Tie-over Shortside	1 EA	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$1,053.27	\$1,053.27	\$1,562.83	\$1,562.83
13	Service Tie-over Longside	1 EA	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00	\$1,761.03	\$1,761.03	\$1,803.27	\$1,803.27
14	Service Replacement Insert/Re-dig Shortside	1 EA	\$2,500.00	\$2,500.00	\$1,450.00	\$1,450.00	\$1,000.00	\$1,000.00	\$1,316.59	\$1,316.59	\$2,109.83	\$2,109.83
15	Service Replacement Insert/Re-dig Longside	1 EA	\$3,500.00	\$3,500.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$2,106.54	\$2,106.54	\$2,344.25	\$2,344.25
16	Locate Station Installation	20 EA	\$100.00	\$2,000.00	\$75.00	\$1,500.00	\$25.00	\$500.00	\$263.32	\$5,266.40	\$234.43	\$4,688.60
17	4" Regulator Station Installation	1 EA	\$10,000.00	\$10,000.00	\$9,600.00	\$9,600.00	\$4,500.00	\$4,500.00	\$16,039.04	\$16,039.04	\$14,141.36	\$14,141.36
18	2" Steel Open Trench	1 LF	\$34.95	\$34.95	\$19.00	\$19.00	\$500.00	\$500.00	\$50.12	\$50.12	\$34.26	\$34.26
19	2" Steel Tap	1 EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$4,135.29	\$4,135.29	\$5,303.47	\$5,303.47
20	4" Steel Tap	1 EA	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$7,000.00	\$7,000.00	\$7,067.13	\$7,067.13	\$6,629.34	\$6,629.34
21	Add for Rock Bore 2"	1 LF	\$100.00	\$100.00	\$100.00	\$100.00	\$200.00	\$200.00	\$74.07	\$74.07	\$139.22	\$139.22
22	Add for Rock Bore 4"	200 LF	\$100.00	\$20,000.00	\$100.00	\$20,000.00	\$200.00	\$40,000.00	\$92.59	\$18,518.00	\$178.99	\$35,798.00
23	Add for Rock Bore 6"	1000 LF	\$120.00	\$120,000.00	\$165.00	\$165,000.00	\$300.00	\$300,000.00	\$129.63	\$129,630.00	\$218.77	\$218,770.00
24	Add for Blast/Hammer Rock	3400 LF	\$50.00	\$170,000.00	\$75.00	\$255,000.00	\$100.00	\$340,000.00	\$100.00	\$340,000.00	\$59.66	\$202,844.00
25	Cost Plus/Crew with Welder	1 DR	\$3,500.00	\$3,500.00	\$2,920.10	\$2,920.10	\$5,500.00	\$5,500.00	\$4,009.76	\$4,009.76	\$4,674.26	\$4,674.26
26	Cost Plus/Crew without Welder	1 DR	\$3,500.00	\$3,500.00	\$2,540.80	\$2,540.80	\$4,500.00	\$4,500.00	\$2,633.17	\$2,633.17	\$3,533.12	\$3,533.12
Total			\$837,979.95		\$758,945.36		\$1,005,195.51		\$1,134,509.26		\$1,047,870.20	

Recommended Vendor:

ElectriCom, LLC
1660 W. Hospital Rd.
Paoli, IN 47454
P: 812-203-3134
email: contracts@electricominc.com



LAWRENCEVILLE

GEORGIA

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

Item: Resolutions for Corporate Signatures for Bank Accounts

Department: Finance

Date of Meeting: Monday, October 26, 2020

Fiscal Impact: n/a

Presented By: Keith Lee, Finance Director

Action Requested: Approve 7 Resolutions authorizing signatures for city bank accounts listed.

Summary: The city's bank requires a corporate resolution authorizing signatures for each of the various bank accounts. These resolutions provide the authority requested by the bank for the following accounts. General Fund, For Pending Cases – Drugs, For Pending Cases – Other, City of Lawrenceville, Project Fund Series 2015, City of Lawrenceville, Lba Project 2019.

Fiscal Impact: N/A



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 26, 2020

AGENDA CATEGORY: CONSENT

Item:	Amendment to Chapter 38 Utilities to Adopt the Ordinances and Regulations of Gwinnett County Related to Water and Sewerage Authority, Sewer and Water System, Water Service, Water and Sewer System Development Charges
Department:	Administration
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	N/A
Presented By:	Todd Hargrave, Planning and Development Director
Action Requested:	Adopt the Amendment to Chapter 38 Utilities to Adopt the Ordinances and Regulations of Gwinnett County Related to Water and Sewerage Authority, Sewer and Water System, Water Service, Water and Sewer System Development Charges

Summary: The City of Lawrenceville, Georgia; Gwinnett County, Georgia; and Gwinnett County Water and Sewerage Authority entered into an Intergovernmental Agreement to Purchase Water Distribution System dated September 3, 2020. Under said Intergovernmental Agreement, the City of Lawrenceville (“the City”) agreed to sell its water distribution system to Gwinnett County and Gwinnett County Water and Sewerage Authority (collectively “Gwinnett County”). The City agreed to adopt and enact the relevant ordinances of Gwinnett County effective the date of closing, which is anticipated to be December 1, 2020.

Attachments/Exhibits:
Water and Sewer Adoption Gwinnett County

ORDINANCE NO. _____
**AN ORDINANCE TO AMEND CHAPTER 38 (UTILITIES) OF THE CODE OF THE CITY OF
 LAWRENCEVILLE, GEORGIA TO ADOPT THE ORDINANCES AND REGULATIONS OF GWINNETT
 COUNTY, GEORGIA RELATED TO WATER AND SEWERAGE AUTHORITY, SEWER AND WATER
 SYSTEM, WATER SERVICE, WATER AND SEWER SYSTEM DEVELOPMENT CHARGES**

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 38 (Utilities) of the Code of the City of Lawrenceville, Georgia is hereby amended as follows:

Section 1:

Add a new Article VIII. titled "Gwinnett County Water and Sewer Ordinances and Regulations", which shall appear and read as follows:

ARTICLE VIII. – GWINNETT COUNTY WATER AND SEWER ORDINANCES AND REGULATIONS

Sec. 38-220. Purpose and Intent

The City of Lawrenceville, Georgia; Gwinnett County, Georgia; and Gwinnett County Water and Sewerage Authority entered into an Intergovernmental Agreement to Purchase Water Distribution System dated September 3, 2020. Under said Intergovernmental Agreement, the City of Lawrenceville ("the City") agreed to sell its water distribution system to Gwinnett County and Gwinnett County Water and Sewerage Authority (collectively "Gwinnett County"). The City agreed to adopt and enact the relevant ordinances of Gwinnett County effective the date of closing, which is anticipated to be December 1, 2020.

Sec. 38-221. Adoption and Enforcement

(a) The following Ordinances and Regulations of Gwinnett County Georgia are hereby adopted and enacted by reference:

- (1) Part I, Article II, Division 8. – Water and Sewerage Authority of the Code of Ordinances of Gwinnett County, Georgia
- (2) Part I, Article VIII. – Sewer and Water System of the Code of Ordinances of Gwinnett County, Georgia
- (3) Chapter 106, Article II. – Water Service of the Code of Ordinances of Gwinnett County, Georgia
- (4) Chapter 106, Article III. – Sewer Service of the Code of Ordinances of Gwinnett County, Georgia
- (5) Chapter 106, Article IV. – Water and Sewer System Development Charges of the Code of Ordinances of Gwinnett County, Georgia

(b) The ordinances and regulations adopted and enacted by this article shall become effective December 1, 2020 and shall be enforced as duly adopted and enacted ordinances of

the City. The ordinances and regulations may be amended by Gwinnett County, Georgia or Gwinnett County Water and Sewerage Authority from time to time. Any and all such amendments shall immediately become effective hereunder.

(c) Articles II, III, IV, and V of Chapter 38 of the Code of the City of Lawrenceville, Georgia shall remain in full force and effect; however, on and after December 1, 2020, any conflicts or discrepancies with the ordinances and regulations adopted by this article shall be resolved in favor of the Gwinnett County Ordinances and the Gwinnett County Ordinances shall control.

IT IS SO ORDAINED this _____ day of October, 2020.

Attest:

David R. Still, Mayor

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 26, 2020

AGENDA CATEGORY: CONSENT

Item:	Health Plan Approval
Department:	City Manager
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	Fixed costs not to exceed \$770,000 plus cost of maximum claim liability of \$6,800,000.00.
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of this plan as described in the summary for health coverages to begin January 1, 2021 and give the City Manager or his designee the authority to approve and execute the necessary coverages and documents to implement the plan.

Summary:

City health and related coverages approval:

- Renew contract with independent Third Party Administrator (TPA) using *HealthEZ*
- Continue using the Cigna network (PPO).
- Move to Standard Life & Accident for stop loss insurance.
- Continue with an independent Pharmacy Benefits Manager (PBM). Using (EHIM) as PBM.
- Continue with an Independent Wellness consultant, Corporate Health Partners. This gives the City the ability to create our own program and manage it more directly.
- Renew Metlife fully insured dental coverage.
- Renew Metlife fully insured vision coverage.
- Renew life insurance, short-term and long-term disability coverages with Metlife.
- Keep Aetna Medicare Advantage for retirees.

2021 Plan Year

- Offer three plans – PPO Plan A, PPO Plan B and a high-deductible plan with a Health Saving Account (HSA) with a City contribution. The PPO Plans allow the employee to pay a premium to reduce the required deductible and the maximum out of pocket costs. Each Plan has an earned wellness component to allow employees and other covered members to earn monetary contributions by participating in wellness activities. Coverage will be based on a three-tier model – 1.Employee only, 2.employee and other, 3.family.

Fiscal Impact: The City is self-insured so the biggest impact on the costs for providing our coverages is our claims. Fixed costs of \$770,000.00 plus cost of maximum claim liability of \$6,800,000.00 and a maximum liability of \$7,560,000.00. These costs are budgeted in Group Health Fund in the current budget and will be included in the FY 2022 budget for July - December. The Plan year crossed over six months of the 2021 fiscal year and six months of the 2022 fiscal year.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 26, 2020

AGENDA CATEGORY: CONSENT

Item: 2021 Council Meeting Dates

Department: City Clerk

Date of Meeting: Monday, October 26, 2020

Fiscal Impact: None

Presented By: Karen Pierce, City Clerk

Action Requested: Approve the 2021 Council Meeting and Work Session Dates.

2021 COUNCIL MEETING SCHEDULE

<u>COUNCIL MEETING</u>	<u>WORK SESSION</u>
January 25, 2021	January 13, 2021
February 22, 2021	February 10, 2021
March 22, 2021	March 10, 2021
April 26, 2021	April 14, 2021
May 24, 2021	May 12, 2021
June 21, 2021	June 9, 2021
July 26, 2021	July 14, 2021
August 23, 2021	August 11, 2021
September 27, 2021	September 15, 2021
October 25, 2021	October 13, 2021
*November 17, 2021	*November 17, 2021
*December 15, 2021	*December 15, 2021

Note:

Council Meetings are normally held at 7:00 PM
Work Sessions are normally held at 5:00 PM

*November and December Work Sessions will be held at 2pm.



LAWRENCEVILLE

GEORGIA

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

Item:	RZM2020-00003 SUP2020-00034; One Street Residential, LLC; 213 Scenic Highway, 171 Stone Mountain Street and 179 Stone Mountain
Department:	Planning and Development
Date of Meeting:	Monday, October 26, 2020
Applicant Request:	Rezoning from OI and RS-150 to OI with a Special Use Permit allowing a Retirement Community, Independent Living Facility
Presented By:	Todd Hargrave, Planning and Development Director
Department Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Tabled to the Monday, October 5, 2020, Planning Commission public hearing
Planning Commission Recommendation:	Approval with Planning Commission recommended conditions

Summary: The applicant requests rezoning of a 5.19-acre parcel from OI (Office Institutional District) and RS-150 (Single Family Residence District) to OI (Office Institutional District) with a Special Use Permit allowing a Retirement Community, Independent Living Facility, containing a density of approximately 27 units per acre. The subject property is located along the northern right-of-way of Scenic Highway, extending to the southern right-of-way of Stone Mountain Street.

Attachments/Exhibits:

- RZM2020-00003 SUP2020-00034_MUNICODE
- RZM2020-00003 SUP2020-00034_REPORT
- RZM2020-00003 SUP2020-00034_ATTACHMENTS
- RZM2020-00003 SUP2020-00034_P&D RECOMMENDED CONDITIONS - 09182020

- RZM2020-00003 SUP2020-00034_PC RECOMMENDED CONDITIONS - 10052020
- RZM2020-00003 SUP2020-00034_CCWS RECOMMENDED CONDITIONS - 10142020

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING AND SPECIAL USE REPORT

CASE NUMBER: RZM2020-00003 & SUP2020-00034
APPLICANT: ONE STREET RESIDENTIAL, LLC
CONTACT: SHAWN HICKS
PHONE NUMBER: 770.726.5060
LOCATION: 213 SCENIC HIGHWAY, 171 STONE MOUNTAIN STREET AND 179 STONE MOUNTAIN STREET
PARCEL ID: R5142 053, 5142 056, 5142 078 AND 5142 079
ACREAGE: 5.19
PROPOSED DEVELOPMENT: RETIREMENT COMMUNITY, INDEPENDENT LIVING
DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

ZONING HISTORY:

The subject property has been zoned OI (Office Institutional District) and RS-150 (Single Family Residence District) since 1960.

PROJECT DATA:

The applicant requests rezoning of an approximately 5.19-acre property zoned OI (Office Institutional) and RS-150 (Single Family Residential District) to OI (Office Institutional District), along with a Special Use Permit to allow a Retirement Community, Independent Living facility. The property is located on the north right-of-way of Scenic Highway, extending to the southern right-of-way of Stone Mountain Street. The property is a parcel assemblage containing one single-family dwelling and accessory structure, with the remaining balance of the property being undeveloped and vacant.

According to the submitted materials, the facility would be marketed as a retirement community, designed for independent living. The site would be developed with a total of 140-residential units. The development would consist of an approximately 55-foot, four-story building containing 115-units to be used as the independent multifamily living facility, eight duplexes (16 units), and nine single-family residential units, resulting in a density of approximately 27 units per acre; exceeding the allowable tolerance of 24 units per acre. The submitted materials include color renderings of the proposed structures, and it appears the

proposed exterior architectural treatments may be consistent with the minimum architectural and design standards of the recently adopted City of Lawrenceville 2020 Zoning Ordinance. In addition, approximately 7-percent (10 units) of the proposed development would be designated as new housing units for age-eligible residents of the recently demolished Hooper Renwick and Rich Martin public housing. Furthermore, during the course of the last year, the City Council unanimously approved ordinances (Ord. ID #4604 & ZON-ORD 2020-9), replacing antiquated policies relating to the various multifamily residential zoning classifications found throughout the city limits. The consequences of these decisions have resulted in the prohibition of new construction proposals that include duplex units. .

The project would include amenities such as a business center, community room, fitness center, and social gathering areas. However, the proposed plan does not include specifics relating to the gross floor area (GFA) for any common interior space associated with the development. The plan proposes 186 parking spaces; assuming the proposal includes 6,500 square feet of common interior space, the number of proposed parking spaces may be consistent with the minimum number of parking spaces required for the proposed development. Access to the proposed development would be via two curb cuts, one located along Scenic Highway and the other on Stone Mountain Street. The two points of access would be supplemented with a single driveway providing a direct connection onto both right-of-ways.

In lieu of the required 50-foot zoning buffer adjacent to RS-150 zoned properties, the applicant is requesting a 25-foot zoning buffer along the southern property line and a 15-foot zoning buffer along the northern property line as reflected on the site plan. The applicant is requesting relief from the required 50-foot local Undisturbed Natural Buffer and only observe the 25-foot State Stream Buffer along the stream bisecting the property. In addition, the proposal does not include the installation of the required 10-foot landscape strip adjacent to the right-of-way of Scenic Highway and Stone Mountain Street. Additionally, the proposal includes relief from the required 50-foot front yard setback along Stone Mountain Street. The applicant is also proposing to install on-street parking throughout the development, and therefore is requesting the elimination of the required two-car garage. Therefore, variances will be required to allow a reduction in zoning buffers, the elimination of, and a reduction in the required stream buffers, the elimination of the required landscape strip, and an increase in the maximum lot coverage may be considered by City Council with these requests.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Downtown Area. The vision for this character area is to encourage a mixture of residential, retail, office, recreational, and educational facilities. The citywide goals of the Plan include improving land use patterns, transportation, housing, economic development, and the overall quality of life for the entire community. Although the proposed redevelopment of an underutilized property may provide some affordable housing

options for seniors on fixed incomes, the request does not necessarily meet the precedent established by the Council. The applicant recently received the approval of a similar request (RZC2020-00012 & SUP2020-00027), which by comparison was similar in density, use, and zoning; which included compatible density considered consistent with city policies and a condition of zoning requiring a percentage of the units to be managed by the Lawrenceville Housing Authority.

The surrounding area is characterized by commercial, institutional and residential uses. The property is bordered by parcels zoned BG (General Business District) with uses such as County Courts, a fire station, single-family residences, and multifamily developments. To the west, are Lawrenceville Housing Authority multifamily units that were constructed to replace aging housing units of the Hooper Renwick and Rich Martin public housing. Additionally, to the east and west, along Stone Mountain Street, are single-family parcels zoned RS-150. Immediately adjacent to the east, is the Gwinnett County Juvenile and Recorder's Court Building and recently constructed Gwinnett County Fire Station 15. Along Scenic Highway are properties zoned BG, developed for automobile services and general commercial uses.

In conclusion, if properly conditioned to the standard established by the Council for similar density, use, and zoning, the proposed development could provide affordable housing options, promote walkability, and potentially spur redevelopment in the immediate area. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested Rezoning and Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

The City of Lawrenceville Electric Department has single-phase and three-phase power available. The site will be served underground and there will be cost per unit for underground electric to be paid by the developer. Site lighting to be installed and owned by the developer.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZM2020-00003:

Approval as OI (Office Institutional District) for a Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. The proposed development shall be limited to a total of 124 residential units, consisting of 115-unit independent multifamily living units, 9 single-family residential units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The maximum building height shall be 55 feet.
 - C. Duplex units shall be prohibited.
 - D. Accessory structures shall be prohibited.
 - E. The development shall be age-restricted to residents 62 years of age and older.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site rezoning site plan, dated July 29, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Planning and Development Department.
 - B. The apartment buildings shall meet the RM-24 architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - C. The single-family units shall meet the Residential Minimum Architectural and Design Standards set forth in the City of Lawrenceville 2020 Zoning Ordinance with the exceptions outlined herein; which shall include the elimination of the two-car garage requirement. . Building elevations shall be submitted for review

and approval by the Planning and Development Department prior to the issuance of a development permit.

- D. Ingress/Egress to the subject property shall be limited to one point of access per street frontage and shall meet City and GDOT regulations as appropriate, including any dedication of Right-of-Way.
- E. Provide 186 parking spaces and one loading space designated for clients and employees parking. Client and employee parking shall be located in the front yard area. Parking and driveway surfaces shall be paved and striped to City standards.
- F. Provide a 15-foot wide natural undisturbed buffer along the north property line, and a 25-foot wide natural undisturbed buffer along the south property line immediately adjacent to residentially zoned properties. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.
- G. Provide a 10-foot landscape strip along the western right-of-way of Scenic Highway, and the eastern right-of-way of Stone Mountain Street. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- H. The development shall meet all State and City Stream Buffer requirements.
- I. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- J. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brick, stone, or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Department.
- K. All grassed areas shall be sodded.
- L. The utilities internal to the development must be placed underground.

- M. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Outdoor storage shall be prohibited.
- P. City dumpsters shall be utilized for the entire development. Individual trash carts shall be prohibited within the development. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5-feet. The dumpster shall be screened on all sides by a minimum 6-foot high masonry wall with access via an opaque gate.
- Q. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- R. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- S. The development shall be a gated community, with automated car access at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made in a timely manner. Fencing along public Right of way shall be wrought iron style type fencing with masonry columns spaced 25 feet.
- T. Unless provided underground, Stormwater Detention facilities shall be screened from view with double-row evergreen trees and shrubs. Final Landscape Plans shall be subject to the review and approval of the Planning and Development Department.
- U. The project shall be coordinated with the infrastructure improvements being made with the Stone Mountain/Five Forks-Trickum sidewalk project.

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS

SUP2019-00034:

Approval of a Special Use Permit for a 124-unit Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. The proposed development shall be limited to a total of 124 residential units (24 Units Per Acre), consisting of 115-unit independent multifamily living units, 9 single-family residential units. The final site and building design shall be subject to review and approval of the Planning and Development Department.
 - B. The units shall meet the following:
 - i. Lawrenceville Housing Authority Managed Units – 15% max.
 - ii. Units leased at 80% AMI – 15% min.
 - iii. 3 and 4 bedrooms are prohibited
 - iv. 1 Bedroom Flat – 700 min. sf
 - v. 2 Bedroom Flat – 960 min. sf
 - vi. 1 Bedroom Cottage – 750 min. sf with min. 9-foot ceilings
 - vii. 2 Bedroom Cottage – 1005 min. sf with min. 9-foot ceilings
 - C. Duplex units shall be prohibited.
 - D. Each multifamily living unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor.
 - E. Interior unit features include stainless steel appliances and stone countertops.
 - F. The development shall include outdoor amenities for residents including active common spaces that include a community garden, covered pavilion and grilling areas. Interior amenities shall include a community room with bistro, cardio/fitness center, as well as a computer center. The design and location of the amenities shall be subject to the review and approval by the Planning and Development Department.

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

1. **Will the Rezoning and Special Use Permit proposal allow a use that is suitable in view of the use and development of an adjacent and nearby property?** *Yes.*
2. **Will the Rezoning and Special Use Permit proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the Rezoning and Special Use Permit proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Rezoning and Special Use Permit proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Rezoning and Special Use Permit 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 and Special Use proposal?** *Yes, the proposed development would provide affordable housing options, promote walkability, and potentially spur redevelopment in the immediate area.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>OneStreet Residential, LLC c/o Kathryn M. Zickert</u>	NAME: <u>Gwinnett Housing Corporation</u>
ADDRESS: <u>2000 RiverEdge Parkway, Suite 450</u>	ADDRESS: <u>502 Glenn Edge Drive</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30328</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Kathryn M. Zickert, Smith Gambrell Russell, LLP</u> PHONE: <u>(404) 815-3704</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>O-I</u> REQUESTED ZONING DISTRICT: <u>O-I</u>	
PARCEL NUMBER(S): <u>5-142-053, 5-142-056</u> ACREAGE: <u>3.298</u> (of the total 5.195 acres)	
ADDRESS OF PROPERTY: <u>213 Scenic Highway, Lawrenceville, GA 30046</u>	

SIGNATURE OF APPLICANT DATE

SIGNATURE OF OWNER DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

NOTARY PUBLIC DATE



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: OneStreet Residential, LLC c/o Kathryn M. Zickert	NAME: 171/179 STONE MOUNTAIN STREET LLC
ADDRESS: 1230 Peachtree Street, Suite 3100	ADDRESS: 871 OLD PEACHTREE RD NW
CITY: Atlanta	CITY: LAWRENCEVILLE
STATE: GA ZIP: 30303	STATE: GA ZIP: 30043
CONTACT PERSON: Kathryn M. Zickert, Smith Gambrell Russell LLP PHONE: (404) 815 3704	
* 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): RS 150 REQUESTED ZONING DISTRICT: O I	
PARCEL NUMBER(S): 5142 079 and 5142 079 ACREAGE: 1.897	
ADDRESS OF PROPERTY: 171 & 179 Stone Mountain Street	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

Billy Joe Dickerson

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
 770 963,2414 • www.lawrencevillega.org

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development Dep



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (Gwinnett Housing Corporation)

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

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

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

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

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

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

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (171/179 Stone Mountain Street, LLC)

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

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

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

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

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

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

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (OneStreet Residential, LLC)

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

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

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

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

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

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

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

07.01.20



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

Kathryn M Zickert

Signature

6/24/20

Date

Kathryn M. Zickert

Printed Name

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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


Signature

6/24/20
Date

Dennis J. Webb, Jr.

Printed Name

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

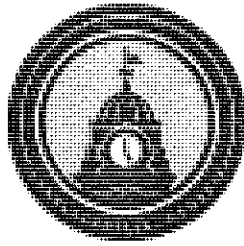
NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

J. Alexander Brock
Signature

6-24-2020
Date

J. Alexander Brock
Printed Name

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



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER:

(Map Reference Number)

5

District

- 142 -

Land Lot

078

Parcel

J. Alexander Brock

Signature of Applicant

7/1/20

Date

J. Alexander Brock (Mayor)

Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Deshaun M. Npton

NAME

Senior Tax Business Manager

TITLE

07/01/2020

DATE

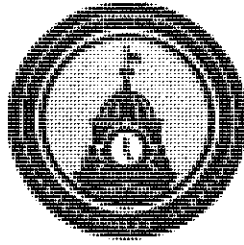
70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200

770.963.2414 • www.lawrencevillega.org

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development Dep



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

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

5

District

142

Land Lot

079

Parcel

J. Alexander Brock
Signature of Applicant

7/1/20

Date

J. Alexander Brock (Attorney)
Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Dusan Matic
NAME

Senior Tax Business Manager
TITLE

07/01/2020
DATE

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RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>One Street Residential, LLC</u>	NAME: <u>Gwinnett Housing Corporation</u>
ADDRESS: <u>2000 RiverEdge Parkway, Suite 450</u>	ADDRESS: <u>502 GLENN EDGE DR</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30328</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>(770) 850-8280</u>	PHONE: <u>(770) 963-4900</u>
CONTACT PERSON: <u>Shawn Hicks</u> PHONE: <u>(770) 726-5060</u>	
CONTACT'S E-MAIL: <u>shawn@onestreetres.com</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.	
ZONING DISTRICT(S): <u>OI</u> ACREAGE: <u>3.298</u>	
PARCEL NUMBER(S): <u>5-142-053, 5-142-056</u>	
ADDRESS OF PROPERTY: <u>213 Scenic Highway, Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>allowing a multifamily development exceeding 12 units per acre</u>	

B. Barr
SIGNATURE OF APPLICANT

02/27/2020
DATE

Brendan Barr
TYPED OR PRINTED NAME

Jaclyn Spilka
NOTARY PUBLIC

DATE

L. Poljaca
SIGNATURE OF OWNER

02/27/2020
DATE

Lela Poljaca
TYPED OR PRINTED NAME

Paula E. Hollis
NOTARY PUBLIC

DATE

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SUP2020-00034

RZM2020-00003 & SUP2020-00034
Paula E. Hollis
NOTARY PUBLIC
Received: August 7, 2020
Gwinnett County, GEORGIA
My Commission Expires 08/01/2022
Planning and Development Dep



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>OneStreet Residential, LLC c/o Kathryn M. Zickert</u>	NAME: <u>171/179 STONE MOUNTAIN STREET LLC</u>
ADDRESS: <u>1230 Peachtree Street</u>	ADDRESS: <u>871 OLD PEACHTREE RD NW</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30309</u>	STATE: <u>GA</u> ZIP: <u>30043</u>
PHONE: <u>404-815-374</u>	PHONE: <u>770 513-4558</u>
CONTACT PERSON: <u>Kathryn M. Zickert, Smith Gambrell Russell LLP</u> PHONE: <u>404-815-3704</u>	
CONTACT'S E-MAIL: <u>kzickert@sgrlaw.com</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.	
ZONING DISTRICT(S): <u>O-I (Proposed)</u> ACREAGE: <u>1.897</u>	
PARCEL NUMBER(S): <u>5142 079 and 5142 079</u>	
ADDRESS OF PROPERTY: <u>171 & 179 Stone Mountain Street</u>	
PROPOSED SPECIAL USE: <u>Senior Housing</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

NOTARY PUBLIC

7/2/2020

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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (171/179 Stone Mountain Street, LLC)

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

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

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

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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (OneStreet Residential, LLC)

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07.01.20

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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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Y/N

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

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

Kathryn M. Zickert

Signature

6/24/20

Date

Kathryn M. Zickert

Printed Name

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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Y/N

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

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


Signature


Date

Dennis J. Webb, Jr.

Printed Name

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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Y/N

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


Signature


Date

J. Alexander Brock

Printed Name

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

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PARCEL I.D. NUMBER: 5 - 142 - 053
(Map Reference Number) District Land Lot Parcel

Shawn Hicks
Signature of Applicant

2/26/2020
Date

Shawn Hicks, Development Manager
Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Megan Kittrell
NAME

Assistant Manager
TITLE

3-2-2020
DATE

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PARCEL I.D. NUMBER: 5 - 142 - 056
(Map Reference Number) District Land Lot Parcel

Shawn Hicks
Signature of Applicant

2/26/2020
Date

Shawn Hicks, Development Manager
Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Megan Kittrell
NAME

Assistant Manager
TITLE

3-2-2020
DATE

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RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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FIRST AMENDED
STATEMENT OF INTENT

and

Other Material Required by
City of Lawrenceville Zoning Ordinance

Rezoning Application,
Special Use Permit, and
Variance Requests

of

ONESTREET RESIDENTIAL, LLC

for

±5.195 acres of land (Rezoning from RS-150 to O-I) and
(SUP for a retirement community)
Variances Requested:

- §102.10:** To increase the maximum building height from 35' to 55'
- §403:** To reduce the required 50' zoning buffer between OI and RS-150 from 50' to 25' along parcel 5142-077 and 15' along parcel 5142-080
- §601.B.3.a:** To reduce the required grass and landscape strip between the parking and building from 20' to 10'
- §19.5.1:** Encroachment into the 25' EPD buffer, 50' City Stream Buffer and 75' City Impervious Setback to pipe stream in ditch from County Fire Station detention pond
- §601.B.1.a:** To reduce front, side, and rear facades to a finish with a minimum of 51% brick or stone

RZM2020-00003 & SUP2020-00034

SGR/22941982.2

Received: August 7, 2020

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located in
Land Lot 142, 5th District
Addresses: 171 and 179 Stone Mountain Street, 213 Scenic Highway

Submitted for Applicant by:

Kathryn M. Zickert
Dennis J. Webb, Jr.
J. Alexander Brock
Smith, Gambrell & Russell, LLP
Promenade Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
(404) 815-3500

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development Department

I. INTRODUCTION

The ±5.195 property at issue in these Applications consists of four parcels of land located in Land Lot 142, 5th District, Gwinnett County (Parcels 5142-053, 5142-056, 5142-078, and 5142-079) (“Subject Property”). More specifically, the Subject Property is located at 213 Scenic Highway and 171 & 179 Stone Mountain Street. All but one of these tracts currently is vacant: 171 Stone Mountain Street contains an older 1.5 story, 3-bedroom, 2-bath home. The Applicant seeks a Rezoning to allow for the redevelopment of the Subject Property from RS-150 (Single Family Residential) and O-I (Office Institutional) to O-I (Office Institutional) for a proposed active senior living retirement community. In addition, the Applicant is seeking a Special Use Permit for the Subject Property to allow the proposed senior housing development to exceed 12 units per acre for seniors aged 62+. The community will consist of 115 units in one four-story building, as well as 25 cottage residences (“Development”), for a total of 140 units. The community also will contain outdoor amenities such as a community garden, and grilling/picnic areas, as well as interior amenities such as a fitness center, community room, social gathering areas, and business center.

One Street Residential has owned and operated active adult rental communities for over 15 years in the metropolitan Atlanta region. It owns and operates 1692 Active Adult units and manages another 544 Active Adult units as a property manager. A graphic depiction of the varied locations of these units is attached as Exhibit A. Its most recent development is the 125 unit Hearthside LaFayette community in Fayetteville. Opened in the summer of 2019, by December it was 93 %occupied. Photographs which represent the nature of that One Street product, similar to what will be developed here in the main building, are attached as Exhibit B.

The units within the proposed development will range in size from 706 to 745 square feet (one bedroom units) to 913 to 1,005 square feet (for two bedroom units). There will be 80 one bedroom units, and 60 two bedroom units. 15-20% of the units will be rented by seniors with 80% of Adjusted Median Income (AMI). The balance of the units will be rented at or below 60% AMI. Projected rental rates will reach the following, up to \$1,135 for a one bedroom residence and \$1,360 for a two bedroom residence. The residents will live independently, and no mandated meal plan or medical care assistance will be provided. Every resident must be at least 62 years of age. That said, throughout One Street's active adult portfolio, their typical resident profile is a single person female household in her mid-70s. Property management staff will be on site during regular business hours. Emergency maintenance staff are on call after hours.

The project will be developed and owned through a public-private partnership between the Lawrenceville Housing Authority and One Street Residential. Age-eligible residents of the Hooper Renwick and Rich Martin public housing communities, anticipated to be 10 residents, will be housed in this community.

The Applicant submits this document as a Statement of Intent with regard to its Application, a preservation of the Applicant's constitutional rights, and a written analysis for the rezoning SUP and variance criteria listed in the City of Lawrenceville Zoning Code ("Zoning Code") § 908.

II. CRITERIA TO BE APPLIED TO REZONING

A) WHETHER A PROPOSED REZONING AND SUP WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

Yes. The Subject Property is surrounded by compatible zoning districts and uses. To the

north is property zoned BG (Business General), containing the Gwinnett County Courthouse Annex and Gwinnett County Fire and Emergency Services Station 15. To the south, the property borders property zoned BG and owned by the City of Lawrenceville Housing Authority, containing attached residential; Multifamily Residential (RM-12), containing attached housing; and a property zoned RS-150, which is undeveloped. To the east, the Subject Property abuts property zoned BG and the right-of-way of Scenic Highway. To the west the Subject Property abuts the right-of-way of Stone Mountain Street. The Proposed Development blends harmoniously with the surrounding mix of developments and offers a transition from the residential to the south to the office and civic uses to the north.

B) WHETHER A PROPOSED REZONING AND SUP WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

No. See answer to subparagraph A above.

C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED REZONING AND SUP HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

All but one of these tracts has been vacant for years, and the larger tract has been zoned O-I since at least 1960. No one has attempted to develop the vacant lot or the O-I tract, notwithstanding its access to Scenic Drive. The absence of development is indicative of an absence of reasonable economic use.

D) WHETHER THE PROPOSED REZONING AND SUP WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS;

No. There will be no impact upon schools given that the project serves a 62+ year-old population. It has two excellent points of access: Stone Mountain Street (a minor arterial) and Scenic Highway (a principal arterial). According to the Institute of Traffic Engineers' Trip Generation Manual (ITE Code 251 Senior Living Attached) total daily traffic volume will be approximately 520 vehicle trips per day (50% out, and 50% in). Peak hour impact is negligible, with 48.4 am trips and 49 pm trips. Utilities are available to serve the site and detention shall be underground.

E) WHETHER THE PROPOSED REZONING AND SUP IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN.

Yes. The City of Lawrenceville 2030 Comprehensive Plan ("Comp Plan") designates the Subject Property as being within the Downtown Master Plan character area. The Comp Plan's states goal for development in this areas is a "combination of greenspace, office, governmental, commercial, residential, residential-commercial uses." See 2030 Comprehensive Plan, pg. 2-6. The Proposed Development will add a senior affordable housing component to the mix of uses sought in the Downtown character area.

F) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY, WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE PROPOSED REZONING.

Metro Atlanta's older adult population continues to grow rapidly as overall better health enables us to live longer. It is estimated that by 2030, 1 in 4 residences will be over age 60 versus 1 in 6 today. Further, the number of residents age 65 and over will nearly triple to 1.6 million by 2030. This demographic shift presents the Atlanta region and its leadership with the challenge of providing services and designing communities in a manner that meets the

needs of residents of all ages and abilities.

III. VARIANCES REQUESTED

§102.10: **To increase the maximum building height from 35' to 55'**

The site's irregular topography requires height in the main building since the narrow "sides" cannot be developed for anything but cottage structures.

§403: **To reduce the required 50' zoning buffer between OI and RS-150 from 50' to 25' along parcel 5142-077 and 15' along parcel 5142-080**

The provision of this buffer is not needed. It will be replaced with landscape strips. This is a predominantly commercial area and the buffering is unwarranted.

§601.B.3.a: **To reduce the required grass and landscape strip between the parking and building from 20' to 10'.**

The Applicant seeks to reduce the landscape strip width and allow the building closer to the parking to lessen distance the senior residents must walk between the parking space and the building. Many of the residents are not as mobile as the general public and the shorter distance also reduces the likelihood of slips or falls during inclement weather. The Applicant intends to landscape the remaining 10' to provide an attractive buffer around the building while reducing the travel length for seniors.

§19.5.1: Encroachment into the 251 EPD buffer, 50' City Stream Buffer and 75' 25' Impervious Setback to pipe stream

An intermittent stream flows from a County Fire Station detention pond to the east of the site across part of the acreage into a recovery residence property to the west. See Exhibit C. One Street proposes to pipe this stream 181' to allow a perpendicular road crossing of it. Piping it requires a variance from the 25' EPD stream buffer, the 50 foot City of Lawrenceville stream buffer, and the additional 25' buffer imposed by the City which may be disturbed but replanted. Piping the stream will also require a USACE Nationwide Permit 29. Compensatory mitigation will be required in the form of the purchase of stream mitigation credits prior to construction.

§601.B.1.a: To reduce front side and rear facades to a finish with a minimum of 51% brick or stone

This project is an affordable housing project to be funded by DCA LIHTC dollars. The size of the units, architectural treatment, and interior appointments directly relate to affordability. For example, a 100 SF increase in unit size adds \$14,000 to the unit cost. A façade of 75% brick or stone increases each unit cost by at least \$1,419. These costs preclude the provision of housing at 60% of AML. And DCA in their review process often penalizes an applicant which has a larger unit size or façade treatments it regards to be unnecessary. This penalty is imposed by outside forces and is not the Applicant's creation. It is a hardship.

IV. PRESERVATION OF CONSTITUTIONAL RIGHTS

As agent for the owners of the property, the Applicant respectfully submits that the current zoning classification of and rules relative to a retirement community's right to use the Subject Property established in the City of Lawrenceville's Zoning Ordinance, to the extent they prohibit this use, are unconstitutional, and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Property owners in violation of the due process and equal protection rights of the property owner guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

Further, the Applicant respectfully submits that the City Council's failure to approve the requested Rezoning and Special Use Permit would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Property Owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to allow the development in question would be invalid inasmuch as it would be

denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

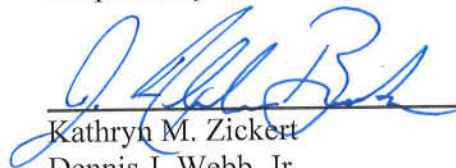
Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

V. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Rezoning, Special Use Permit and Variance Applications at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Lawrenceville so that such recommendations or input might be incorporated as conditions of approval of these Applications.

This 9th day of July, 2020.

Respectfully submitted,



Kathryn M. Zickert

Dennis J. Webb, Jr.

J. Alexander Brock

Attorneys For Applicant

LAND DESCRIPTION TRACTS 1, 2 & 3 COMBINED

All that tract or parcel of land lying and being in Land Lot 142 of the 5th Land District, in the City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at the Southeasterly end of the Mitered Intersection of the Northwesterly Right-of-Way of Georgia Highway 124 (a.k.a. Scenic Highway, R/W varies) and the Northeasterly Right-of-Way of Constitution Boulevard (f.k.a. Hillside Drive, 80' R/W); THENCE continuing along said Right-of-Way of Georgia Highway 124 in a Northerly direction for 403.24 feet to a 1/2" Rebar Found, said point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and leaving said Right-of-Way of Georgia Highway 124, North 36 degrees 27 minutes 24 seconds West for a distance of 187.03 feet to a Point; THENCE North 36 degrees 27 minutes 28 seconds West for a distance of 93.39 feet to a PK Nail Found; THENCE North 01 degrees 14 minutes 00 seconds East for a distance of 26.21 feet to a 1/2" Rebar Found; THENCE North 41 degrees 29 minutes 42 seconds East for a distance of 118.00 feet to a 1/2" Rebar Found; THENCE North 48 degrees 30 minutes 18 seconds West for a distance of 240.00 feet to a 1/2" Rebar Found; THENCE South 35 degrees 45 minutes 56 seconds West for a distance of 85.41 feet to an Axle Found; THENCE North 46 degrees 01 minutes 59 seconds West for a distance of 64.97 feet to a 1" Open Top Pipe Found; THENCE North 36 degrees 31 minutes 31 seconds West for a distance of 86.95 feet to a 1" Bar; THENCE North 21 degrees 27 minutes 35 seconds West for a distance of 122.40 feet to a Point; THENCE North 45 degrees 05 minutes 16 seconds West for a distance of 204.25 feet to an Axle Found on the Southeasterly Right-of-Way of Stone Mountain Street (R/W Varies); THENCE continuing along said Right-of-Way of Stone Mountain Street along a curve to the left having a radius of 710.00 feet and arc length of 188.00 feet being subtended by a chord of North 35 degrees 13 minutes 19 seconds East for a distance of 187.45 feet to an Axle Found; THENCE leaving said Right-of-Way of Stone Mountain Street, South 46 degrees 24 minutes 36 seconds East for a distance of 94.68 feet to a 1/2" Rebar Found; THENCE South 34 degrees 01 minutes 41 seconds East for a distance of 383.27 feet to an Axle Found; THENCE North 71 degrees 27 minutes 19 seconds East for a distance of 350.15 feet to an Iron Pin Set; THENCE South 25 degrees 13 minutes 52 seconds East for a distance of 204.96 feet to a 5/8" Open Top Pipe Found; THENCE South 42 degrees 37 minutes 20 seconds West for a distance of 200.05 feet to a 1" Open Top Pipe Found; THENCE South 25 degrees 38 minutes 16 seconds East for a distance of 196.17 feet to a Concrete Monument Found on the aforesaid Right-of-Way of Georgia Highway 124; THENCE continuing along said Right-of-Way of Georgia Highway 124, South 41 degrees 22 minutes 47 seconds West for a distance of 78.40 feet to a 5/8" Rebar Found; THENCE leaving said Right-of-Way of Georgia Highway 124, North 42 degrees 40 minutes 29 seconds West for a distance of 184.48 feet to a 1/2" Rebar Found; THENCE South 42 degrees 33 minutes 47 seconds West for a distance of 128.00 feet to a PK Nail Found; THENCE South 36 degrees 27 minutes 18 seconds East for a distance of 190.26 feet to a Point on the aforesaid Right-of-Way of Georgia Highway 124; THENCE continuing along said Right-of-Way of Georgia Highway 124, South 41 degrees 23 minutes 37 seconds West for a distance of 6.06 feet to a 1/2" Rebar Found, said point being **THE POINT OF BEGINNING**.

Said property contains 5.195 Acres.



Planning and Development Dep

SITE SUMMARY

SITE AREA	
SITE AREA:	5.19 ACRES (228,327 S.F.)
IMPERVIOUS AREA:	3.43 ACRES (149,827 S.F.)
IMPERVIOUS RATIO (MAX / PROVIDED):	70% / 60%
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF LAWRENCEVILLE
ZONING:	RS-15
ADJACENT ZONING:	BG, HSB, OL, RS-150
BUILDING SETBACKS	
FRONT / SIDE / REAR:	30' / 10' / 10' OR 40'
BUILDING SUMMARY	
SENIOR APARTMENTS:	115 UNITS
SENIOR COTTAGE UNITS:	12 - 1 BR / 13 - 2 BR
TOTAL SENIOR UNITS:	140 UNITS
DENSITY:	27 UNITS PER ACRE
PARKING SUMMARY	
REQUIRED:	1 PER UNIT + 1 / 250 SF COMMON GFA
PROVIDED:	158 SPACES
STANDARD STALL DIMENSIONS:	8' x 18'
MIN. DRIVE WIDTH:	36'

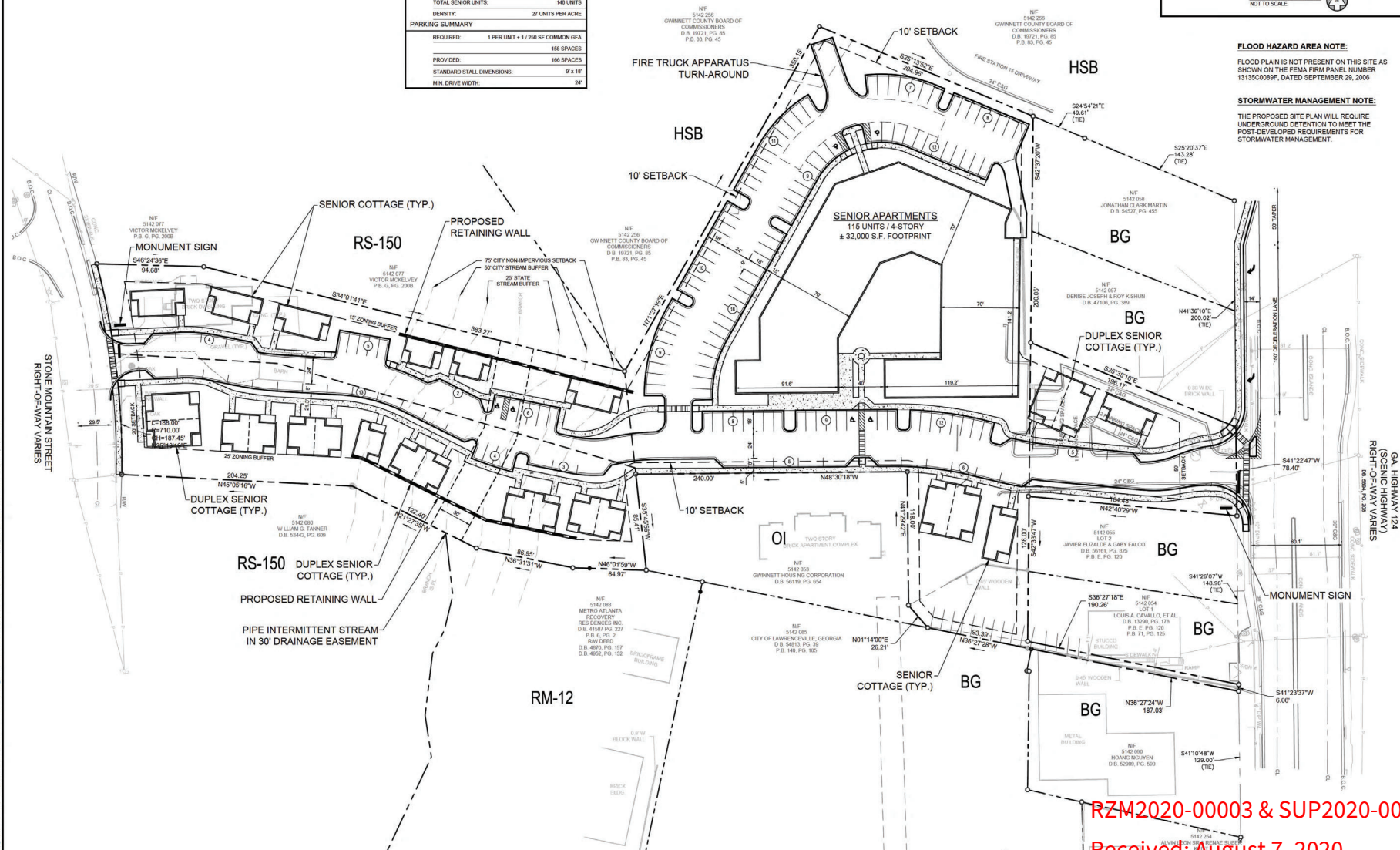


FLOOD HAZARD AREA NOTE:

FLOOD PLAIN IS NOT PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM PANEL NUMBER 13135C0006F, DATED SEPTEMBER 28, 2009.

STORMWATER MANAGEMENT NOTE:

THE PROPOSED SITE PLAN WILL REQUIRE UNDERGROUND DETENTION TO MEET THE POST-DEVELOPED REQUIREMENTS FOR STORMWATER MANAGEMENT.



CLIENT

ONESTREET RESIDENTIAL

2000 RIVERDGE PARKWAY - SUITE 400 - ATLANTA, GA 30328

PROJECT

HEARTHSIDE - LAWRENCEVILLE

215 S. LAWRENCEVILLE AVENUE

LAND LOT 42 OF DISTRICT PARCEL NO. 53

LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

SEAL

GA

REGISTERED

PROFESSIONAL

ENGINEER

NORTH KYLE SIMMONS

DESIGN TEAM

DRAWN BY:

DESIGNED BY:

REVIEWED BY:

CER

TKS

TKS

811

Know what's below.

Call before you dig.

SCALE & NORTH ARROW:

NORTH ARROW

SCALE: 1" = 40'

DATE: 08/01/20

REZONING SITE PLAN

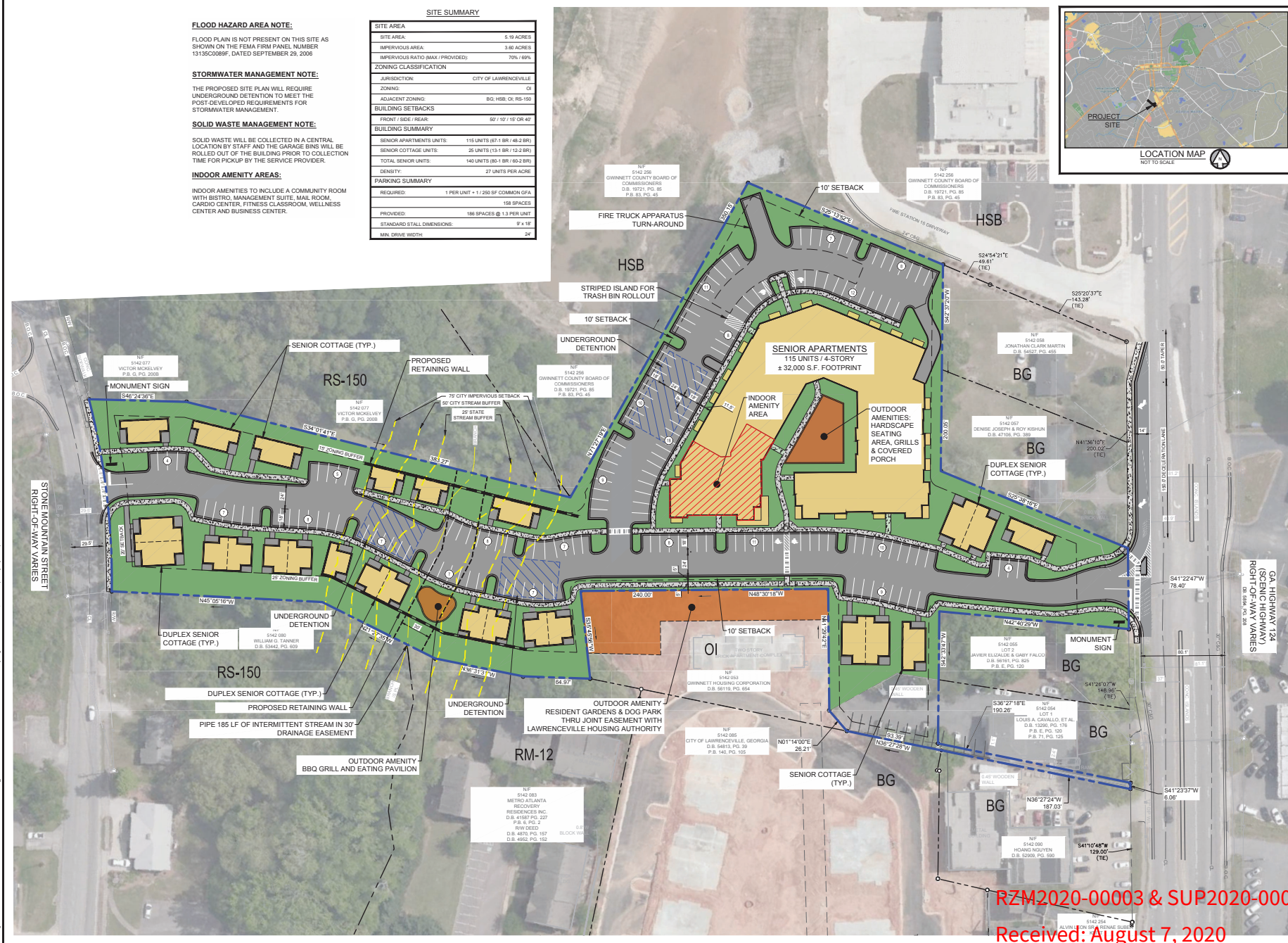
RSP-1

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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Page 62





RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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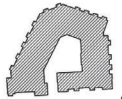
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CLIENT:

ONESTREET
RESIDENTIAL
 2000 RIVEREDGE PKWY
 #450
 ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-4

REVISION


 1 PERSPECTIVE
 A5-4 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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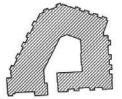
RELEASE DATES:

REV # DATE DESCRIPTION

REV	#	DATE	DESCRIPTION



VIEW ANGLE:



CLIENT:

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 2000 RIVEREDGE PKWY
 #450
 ATLANTA, GA 30328

PROJECT:

 HEARTHSIDE
 LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER: 2006

DRAWING NUMBER: A5-5

REVISION


 1 PERSPECTIVE
 A5-5 NTS

RZM2020-00003 & SUP2020-00034

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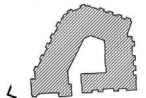
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ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE:

AS NOTED

DATE:

08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-6

REVISION



1 PERSPECTIVE
A5-6 NTS

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PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-7

REVISION


 1 PERSPECTIVE
 A5-7 NTS

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REV #	DATE	DESCRIPTION



VIEW ANGLE:



CLIENT:

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2000 RIVEREDGE PKWY
#450
ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-8

RUCTION



1 PERSPECTIVE
A5-8 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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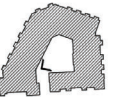
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REV #	DATE	DESCRIPTION



VIEW ANGLE:



CLIENT:

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2000 RIVEREDGE PKWY
#450
ATLANTA, GA 30328

PROJECT:

HEARTHSTONE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-9

REVISION



1 PERSPECTIVE
A5-9 NTS

RZM2020-00003 & SUP2020-00034

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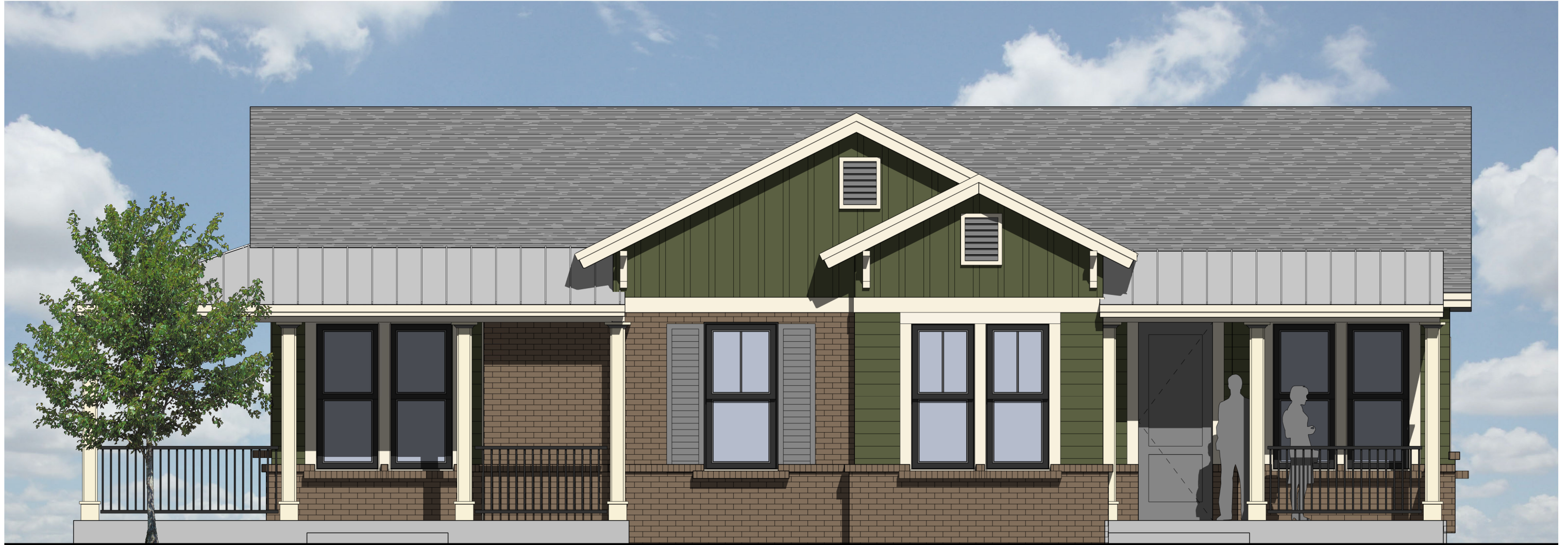
Hearthside Lawrenceville Cottages - Elevation Key Plan

08/05/2020

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Hearthside Lawrenceville Cottages - Type A (695/712 sf)

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7/31/2020

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Hearthside Lawrenceville Cottages - Type A2

Scale 1/4" = 1'-0"
8/05/2020

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Hearthside Lawrenceville Cottages - Type A3

Scale 1/4" = 1'-0"
7/27/2020

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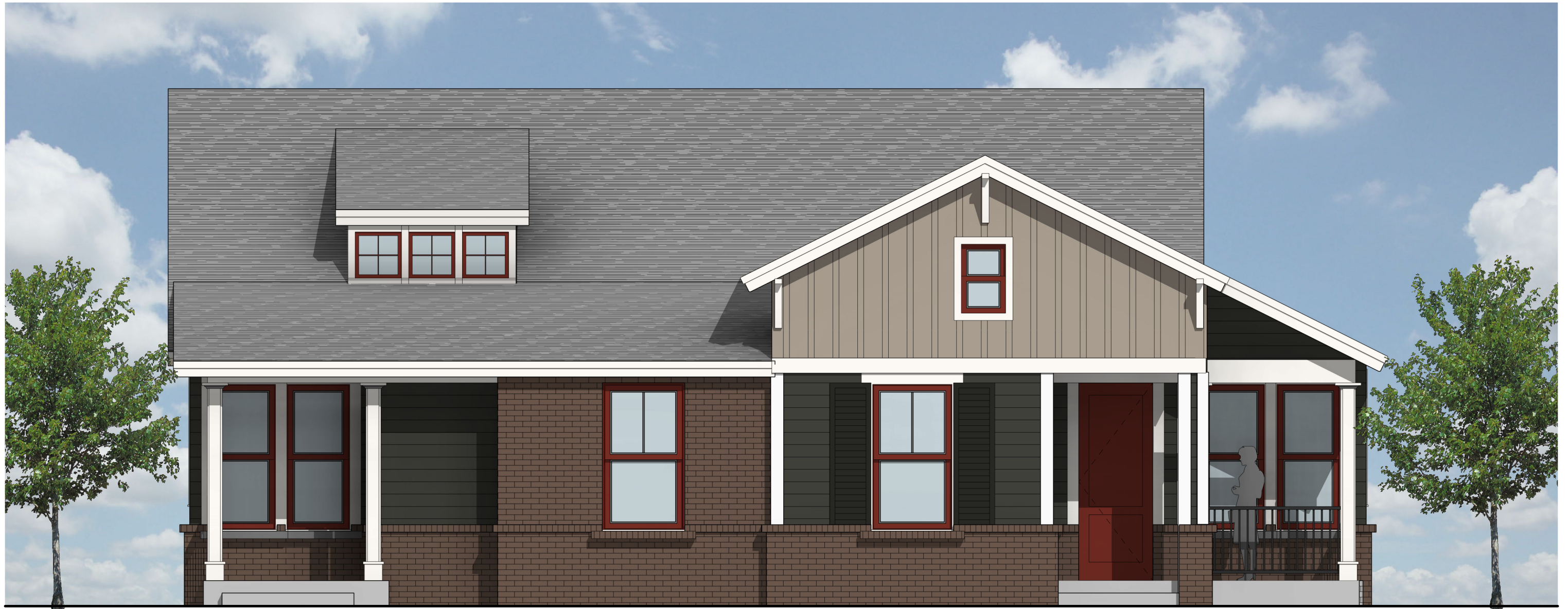
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Hearthside Lawrenceville Cottages - Type C (895/905 sf)

Scale 1/4" = 1'-0"
7/28/2020

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Hearthside Lawrenceville Cottages - Type C2

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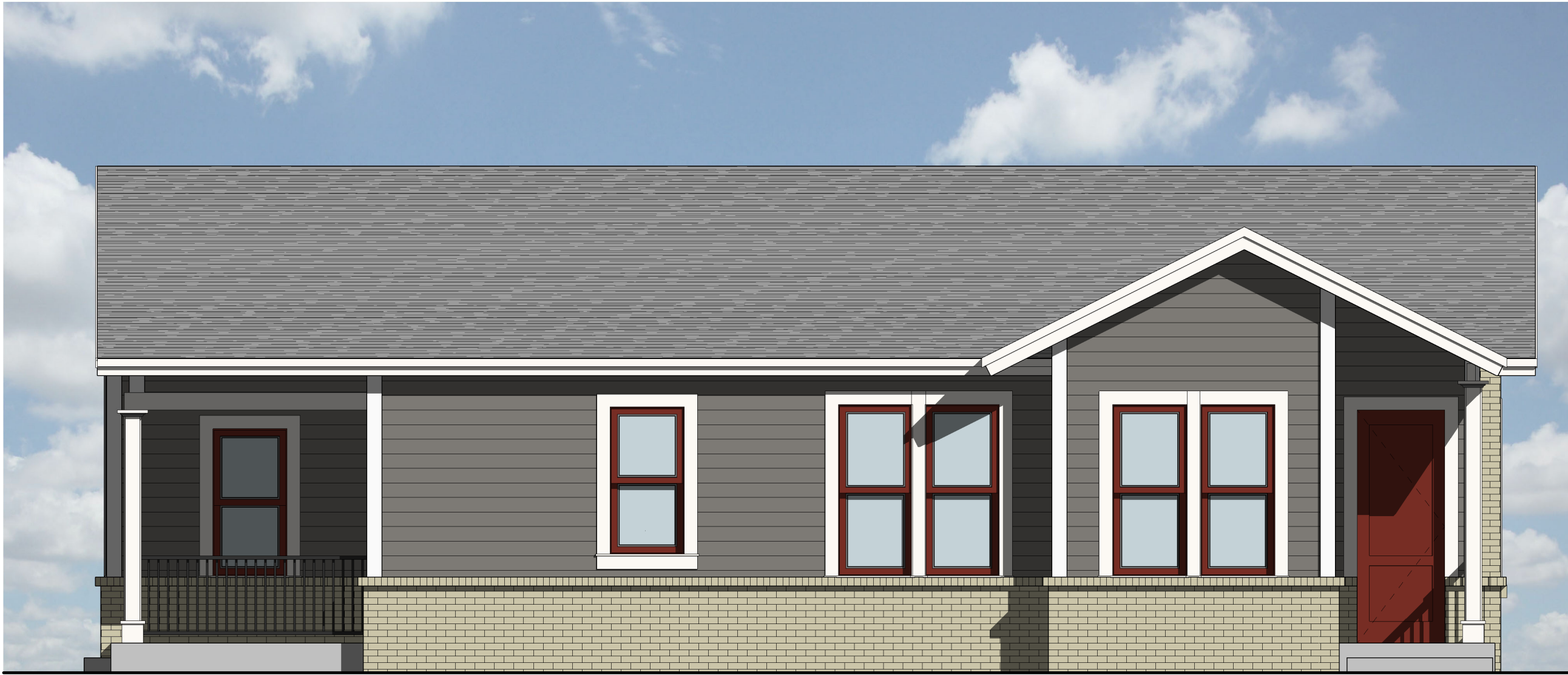
Hearthside Lawrenceville Cottages - Type C3

Scale 1/4" = 1'-0"
7/31/2020

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① Front Elevation Copy 1
1/4" = 1'-0"

Hearthside Lawrenceville Cottages - Type C3

Scale 1/4" = 1'-0"
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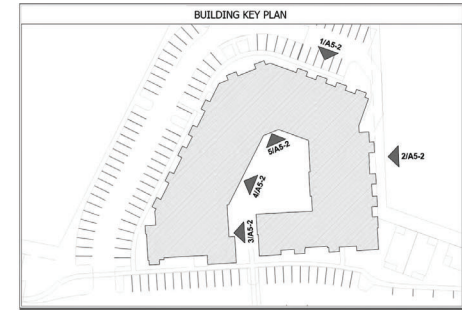
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RELEASE DATES:

REV # DATE DESCRIPTION


 1 BUILDING ELEVATION
 A5-2 3/32"=1'-0"

 2 BUILDING ELEVATION
 A5-2 3/32"=1'-0"

 3 BUILDING ELEVATION
 A5-2 3/32"=1'-0"

 4 BUILDING ELEVATION
 A5-2 3/32"=1'-0"

 5 BUILDING ELEVATION
 A5-2 3/32"=1'-0"

CLIENT:

ONESTREET
RESIDENTIAL
 2000 RIVEREDGE PKWY
 #450
 ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PROPOSED
ELEVATIONS

DRAWN BY:

MMF

SCALE:

AS NOTED

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-2

REVISION

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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EXHIBIT A

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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EXHIBIT B

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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TYPICAL UNIT INTERIORS







OUTSIDE AMENITIES



RZM2020-00003 & SUP2020-00034

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INTERIOR AMENITIES







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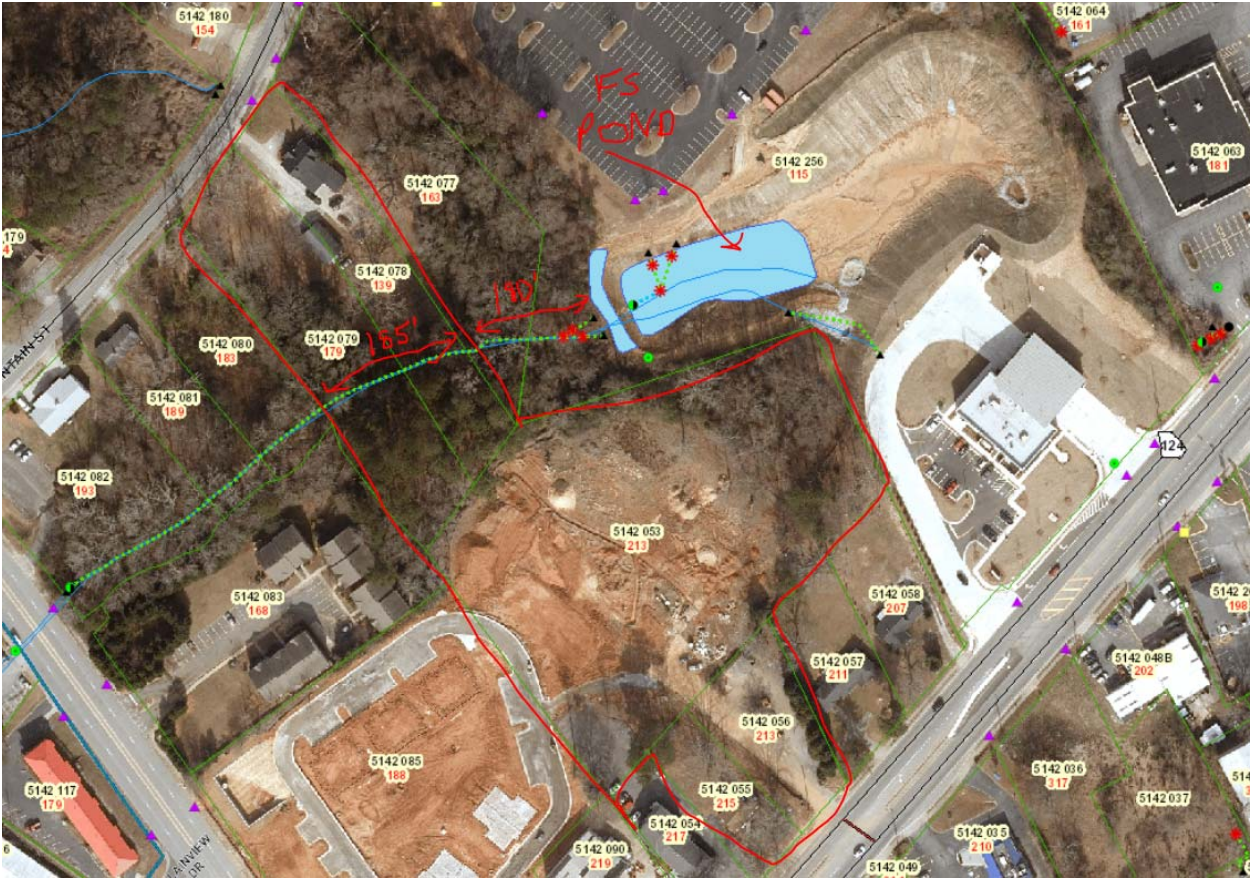
EXHIBIT C

RZM2020-00003 & SUP2020-00034

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Approximate Location of Stream



RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File #RZM2020-00003
& SUP2020-00034

Applicant:
OneStreet Residential, LLC

Legend

Subject Property

Roads

Parcels

PRIMARY ZONING

BG

HSB

OI

ON

RM-12

RS150



RZM2020-00003 & SUP2020-00034

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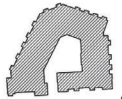
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VIEW ANGLE:



CLIENT:

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RESIDENTIAL
 2000 RIVEREDGE PKWY
 #450
 ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: MMF CHECKED BY:

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER: 2006

DRAWING NUMBER: A5-4

REDUCTION


 1 PERSPECTIVE
 A5-4 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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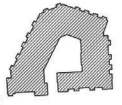
RELEASE DATES:

REV # DATE DESCRIPTION

REV	#	DATE	DESCRIPTION



VIEW ANGLE:



CLIENT:

 ONESTREET
 RESIDENTIAL

 2000 RIVEREDGE PKWY
 #450
 ATLANTA, GA 30328

PROJECT:

 HEARTHSIDE
 LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER: 2006

DRAWING NUMBER: A5-5

REVISION


 1 PERSPECTIVE
 A5-5 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

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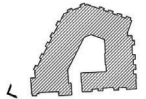
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REV # DATE DESCRIPTION



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 #450
 ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-6

REVISION


 1 PERSPECTIVE
 A5-6 NTS

RZM2020-00003 & SUP2020-00034

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VIEW ANGLE:



CLIENT:

 ONESTREET
 RESIDENTIAL

 2000 RIVEREDGE PKWY
 #450
 ATLANTA, GA 30328

PROJECT:

 HEARTHSIDE
 LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-7

REVISION


 1 PERSPECTIVE
 A5-7 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development De



GLA-ATL, LLC

649 11TH STREET
ATLANTA, GA 30318
VOICE: 404.226.1228
FAX: 404.226.0350

WWW.GLAATL.COM

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RELEASE DATES:

REV # DATE DESCRIPTION

REV #	DATE	DESCRIPTION



VIEW ANGLE:



CLIENT:

ONESTREET
RESIDENTIAL

2000 RIVEREDGE PKWY
#450
ATLANTA, GA 30328

PROJECT:

HEARTHSIDE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-8

RUCTION



1 PERSPECTIVE
A5-8 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development De



GLA-ATL, LLC

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RELEASE DATES:

REV # DATE DESCRIPTION

REV #	DATE	DESCRIPTION



VIEW ANGLE:



CLIENT:

ONESTREET
RESIDENTIAL

2000 RIVEREDGE PKWY
#450
ATLANTA, GA 30328

PROJECT:

HEARTHSTONE
LAWRENCEVILLE

DRAWING TITLE:

PERSPECTIVES

DRAWN BY: CHECKED BY:

MMF

SCALE: AS NOTED DATE: 08/05/2020

PROJECT NUMBER:

2006

DRAWING NUMBER:

A5-9

REVISION



1 PERSPECTIVE
A5-9 NTS

RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development De

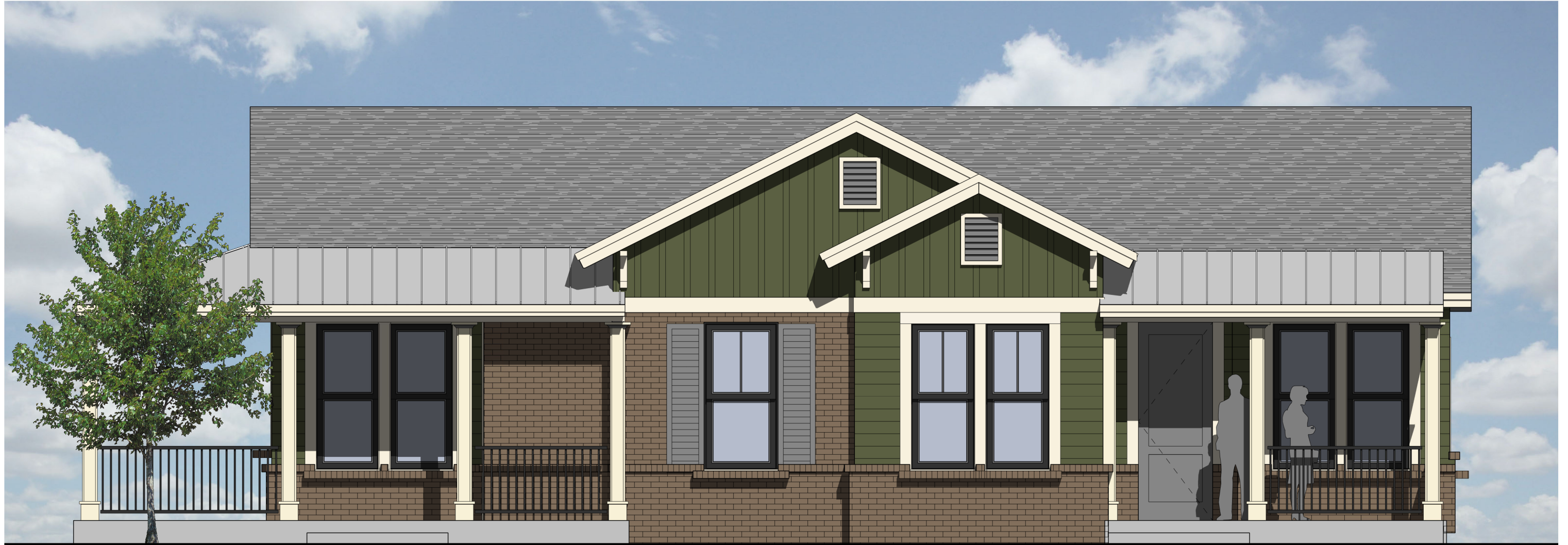


Hearthside Lawrenceville Cottages - Elevation Key Plan

08/05/2020

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Hearthside Lawrenceville Cottages - Type A (695/712 sf)

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7/31/2020

for: OneStreet
RZM2020-00003 & SUP2020-00034
Received: August 7, 2020
Planning and Development De





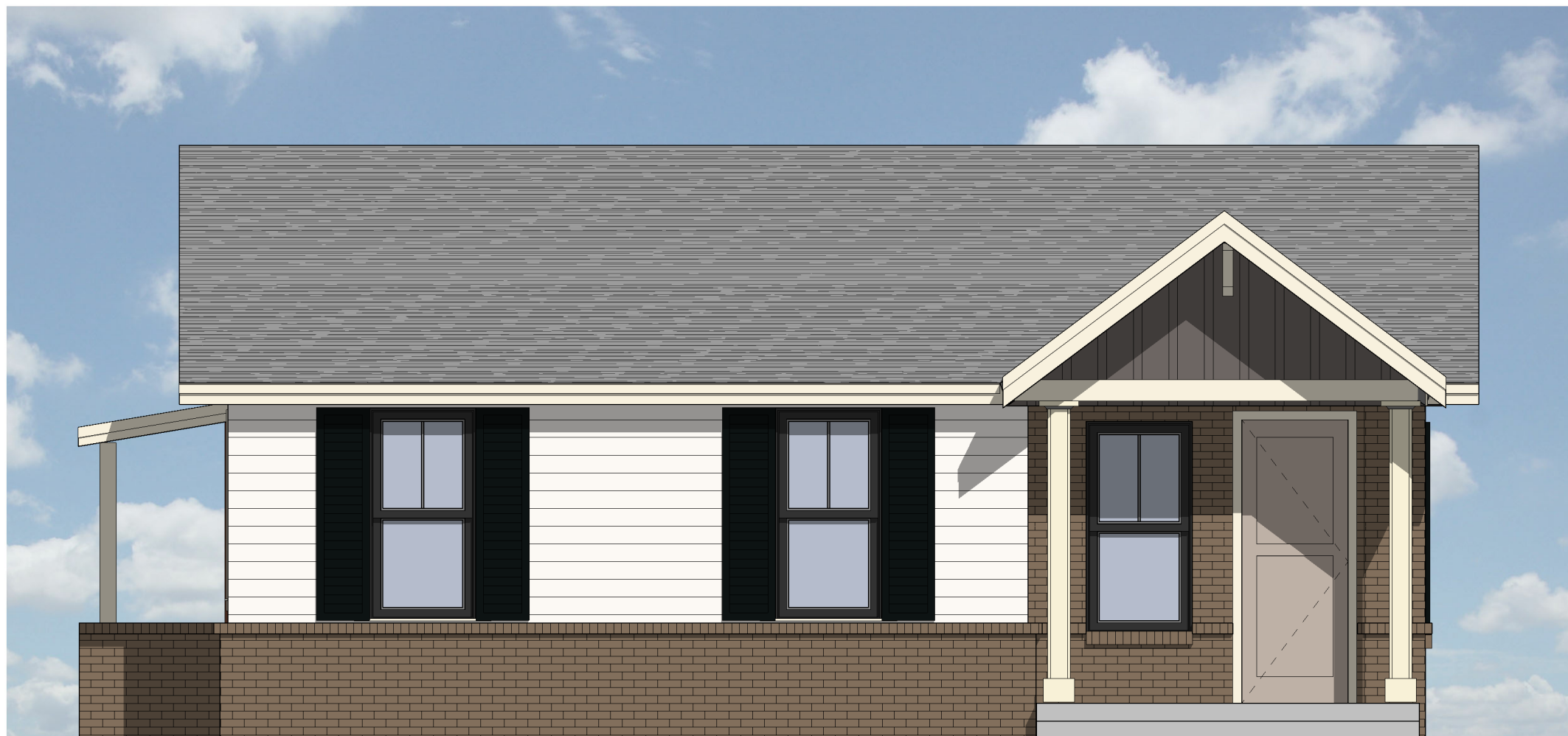
Hearthside Lawrenceville Cottages - Type A2

Scale 1/4" = 1'-0"
8/05/2020

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Hearthside Lawrenceville Cottages - Type A3

Scale 1/4" = 1'-0"
7/27/2020

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for: OneStreet

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Received: August 7, 2020

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Hearthside Lawrenceville Cottages - Type C (895/905 sf)

Scale 1/4" = 1'-0"
7/28/2020

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Hearthside Lawrenceville Cottages - Type C2

Scale 1/4" = 1'-0"
7/29/2020

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for: OneStreet
RZM2020-00003 & SUP2020-00034
Received: August 7, 2020
Planning and Development De





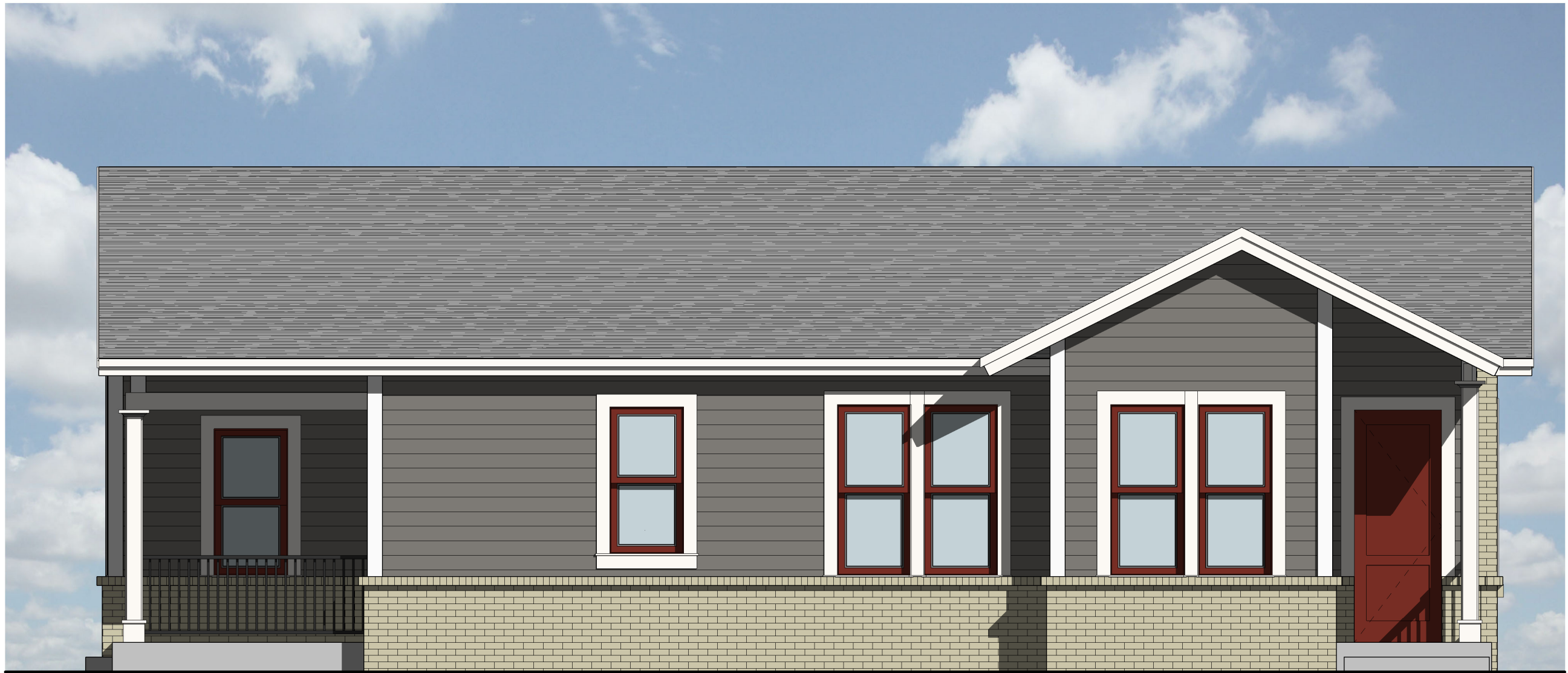
Hearthside Lawrenceville Cottages - Type C3

Scale 1/4" = 1'-0"
7/31/2020

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① Front Elevation Copy 1
1/4" = 1'-0"

Hearthside Lawrenceville Cottages - Type C3

Scale 1/4" = 1'-0"
7/31/2020

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for: OneStreet
RZM2020-00003 & SUP2020-00034
Received: August 7, 2020
Planning and Development De



The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File #RZM2020-00003
& SUP2020-00034

Applicant:
OneStreet Residential, LLC

Legend

 Subject Property

 Roads

 Parcels

PRIMARY ZONING

 BG

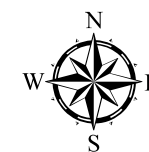
 HSB

 OI

 ON

 RM-12

 RS150



0 50 100

Page 118



12.

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Area

File #RZM2020-00003
& SUP2020-00034

Applicant:
OneStreet Residential, LLC

Legend

-  Subject Property
-  Roads
-  Parcels



RZM2020-00003 & SUP2020-00034

Received: August 7, 2020

Planning and Development De

PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

RZM2020-00003:

Approval as OI (Office Institutional District) for a Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. The proposed development shall be limited to a total of 124 residential units, consisting of 115-unit independent multifamily living units, 9 single-family residential units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The maximum building height shall be 55 feet.
 - C. Duplex units shall be prohibited.
 - D. Accessory structures shall be prohibited.
 - E. The development shall be age-restricted to residents 55 years of age and older.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site rezoning site plan, dated July 1, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Planning and Development Department.
 - B. The apartment buildings shall meet the RM-24 architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick or stacked stone on each elevation. The remainder of the elevation may be the same or of fiber cement shake or siding or architectural metal. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.

- C. The single-family units shall meet the RS-60 architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick or stacked stone on each elevation. The remainder of the elevation may be the same or of fiber cement shake or siding or architectural metal. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
- D. Ingress/Egress to the subject property shall be limited to one point of access per street frontage and shall meet City and GDOT regulations as appropriate, including any dedication of Right-of-Way.
- E. Provide 166 parking spaces and one loading space designated for clients and employees parking. Client and employee parking shall be located in the front yard area. Parking and driveway surfaces shall be paved and striped to City standards.
- F. Provide a 25-foot wide natural undisturbed buffer along the north property line, and a 15-foot wide natural undisturbed buffer along the south property line immediately adjacent to residentially zoned properties. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.
- G. Provide a 10-foot landscape strip along the western right-of-way of Scenic Highway, and the eastern right-of-way of Stone Mountain Street. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- H. The development shall meet all State and City Stream Buffer requirements.
- I. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- J. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brick, stone, or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Department.

- K. All grassed areas shall be sodded.
- L. The utilities internal to the development must be placed underground.
- M. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Outdoor storage shall be prohibited.
- P. City dumpsters shall be utilized for the entire development. Individual trash carts shall be prohibited within the development. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5-feet. The dumpster shall be screened on all sides by a minimum 6-foot high masonry wall with access via an opaque gate.
- Q. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- R. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- S. The development shall be a gated community, with automated car access at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made in a timely manner. Fencing along public Right of way shall be wrought iron style type fencing with masonry columns spaced 25 feet.
- T. Stormwater Detention Pond shall be screened from view with double-row evergreen trees and shrubs. Final Landscape Plans shall be subject to the review and approval of the Planning and Development Department.
- U. The project shall be coordinated with the infrastructure improvements being made with the Stone Mountain/Five Forks-Trickum sidewalk project.

PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS – 09182020

SUP2019-00034:

Approval of a Special Use Permit for a 124-unit Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. The proposed development shall be limited to a total of 124 residential units (24 Units Per Acre), consisting of 115-unit independent multifamily living units, 9 single-family residential units. The final site and building design shall be subject to review and approval of the Planning and Development Department.
 - B. The units shall meet the following:
 - i. Lawrenceville Housing Authority Managed Units – 25% max.
 - ii. Units leased at market rent – 25% min.
 - iii. 3 bedroom – 10% Max
 - iv. 4 bedrooms are prohibited
 - C. Duplex units shall be prohibited.
 - D. Each multifamily living unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor.
 - E. Interior unit features include stainless steel appliances, stone countertops, and washer and dryer. This requirement will only apply to the market-rate units.
 - F. The development shall include amenities for residents including active common spaces that include a pool, community garden, grilling, and picnic areas. The design and location of the amenities shall be subject to the review and approval by the Planning and Development Department.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

RZM2020-00003:

Approval as OI (Office Institutional District) for a Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. The proposed development shall be limited to a total of 140 residential units, consisting of 115-unit independent multifamily living units, 8 duplex cottages (16 units), 9 single-family residential cottage units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The maximum building height shall be 55 feet.
 - C. Accessory structures shall be prohibited.
 - D. The development shall be age-restricted to residents 55 years of age and older.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site rezoning site plan, dated July 1, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Planning and Development Department.
 - B. The apartment buildings shall meet the multifamily residential architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick or stacked stone on each elevation. The remainder of the elevation may be the same or of fiber cement shake or siding or architectural metal. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - C. The single-family units shall meet the single-family residential architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick or stacked stone on each elevation. The remainder of the elevation may be the

same or of fiber cement shake or siding or architectural metal. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit. Garages are not required.

- D. Ingress/Egress to the subject property shall be limited to one point of access per street frontage and shall meet City and GDOT regulations as appropriate, including any dedication of Right-of-Way.
- E. Provide up to 186 parking spaces and one loading space designated for clients and employees parking. Client and employee parking shall be located in the front yard area. Parking and driveway surfaces shall be paved and striped to City standards.
- F. Provide a 25-foot wide natural undisturbed buffer along the north property line, and a 15-foot wide natural undisturbed buffer along the south property line immediately adjacent to residentially zoned properties. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.
- G. Provide a 10-foot landscape strip along the western right-of-way of Scenic Highway, and the eastern right-of-way of Stone Mountain Street. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- H. The development shall meet all State and City Stream Buffer requirements.
- I. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- J. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brick, stone, or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Department.
- K. All grassed areas shall be sodded.
- L. The utilities internal to the development must be placed underground.

- M. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Outdoor storage shall be prohibited.
- P. City dumpsters shall be utilized for the entire development. Individual trash carts shall be prohibited within the development. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5-feet. The dumpster shall be screened on all sides by a minimum 6-foot high masonry wall with access via an opaque gate.
- Q. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- R. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- S. The development shall be a gated community, with automated car access at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made in a timely manner. Fencing along public Right of way shall be wrought iron style type fencing with masonry columns spaced 25 feet.
- T. Stormwater Detention Pond shall be screened from view with double-row evergreen trees and shrubs. Final Landscape Plans shall be subject to the review and approval of the Planning and Development Department.
- U. The project shall be coordinated with the infrastructure improvements being made with the Stone Mountain/Five Forks-Trickum sidewalk project.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

SUP2019-00034:

Approval of a Special Use Permit for a 140 -unit Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. The proposed development shall be limited to a total of 140 residential units (24 Units Per Acre), consisting of 115-unit independent multifamily living units, 8 duplex cottages (16 units), 9 single-family residential cottage units. The final site and building design shall be subject to review and approval of the Planning and Development Department.
 - B. The units shall meet the following:
 - i. Lawrenceville Housing Authority Managed Units – 25% max.
 - ii. Units leased at market rent – 25% min.
 - iii. 3 bedroom – 10% Max
 - iv. 4 bedrooms are prohibited
 - C. Each multifamily living unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor.
 - D. Interior unit features include stainless steel appliances, and solid surface countertops if approved by Department of Community Affairs.
 - E. The development shall include amenities for residents including active common spaces that include a pool, community garden, grilling, and picnic areas. The design and location of the amenities shall be subject to the review and approval by the Planning and Development Department.

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

RZM2020-00003

Approval as OI (Office Institutional District) for a Retirement Community, Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. The proposed development shall be limited to a total of ~~140±24~~ residential units, consisting of 115-unit independent multifamily living units, **8 duplex cottages (16 units)**, and 9 single-family residential **cottage** units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The maximum building height shall be 55 feet.
 - ~~C. Duplex units shall be prohibited.~~
 - D. Accessory structures shall be prohibited.
 - E. The development shall be age-restricted to residents 62 years of age and older.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site rezoning site plan, dated **October 8 July-29**, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Planning and Development Department.
 - B. The apartment buildings shall meet the **RM-24 multi-family residential** architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - C. The **residential cottage single-family** units shall meet the **RS-60 single family residential** architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. Building elevations **shall include roof**

variations with a craftsman style look including variations of stone and brick with appropriate sized porches on the front and back. Elevations shall be submitted for review and approval by the Mayor, City Manager, and Planning and Development Department prior to the issuance of a development permit. Garages are not required. All cottage units shall be designed so as to appear as though the unit is a single family unit with only one front entrance and no front side entrances.

- D. Ingress/Egress to the subject property shall be limited to one point of access per street frontage and shall meet City and GDOT regulations as appropriate, including any dedication of Right-of-Way.
- E. Provide **up to** 186 parking spaces and one loading space designated for clients and employees parking. Client and employee parking shall be located in the front yard area. Parking and driveway surfaces shall be paved and striped to City standards.
- F. Provide a 15-foot wide natural **undisturbed** buffer along the north property line, and a 25-foot wide natural **undisturbed** buffer along the south property line immediately adjacent to residentially zoned properties. **Disturbance within zoning buffers on the north and south sides shall be limited to allow for the execution of the submitted site plan, including but not limited to the installation of the retaining wall footings that will overhang and encroach into the zoning buffers in the constructed condition by up to five (5) feet.** The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.
- G. Provide a 10-foot landscape strip along the western right-of-way of Scenic Highway, and the eastern right-of-way of Stone Mountain Street. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- H. The development shall meet all State and City Stream Buffer requirements **except as reflected on the October 8, 2020 site plan.**
- I. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- J. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign

display area shall be limited to 32 square feet. The supporting base and structure shall consist of brick, stone, or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Department.

- K. All grassed areas shall be sodded.
- L. The utilities internal to the development must be placed underground.
- M. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Outdoor storage shall be prohibited.
- P. City dumpsters shall be utilized for the entire development. Individual trash carts shall be prohibited within the development. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5-feet. The dumpster shall be screened on all sides by a minimum 6-foot high masonry wall with access via an opaque gate.
- Q. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- R. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- S. The development shall be a gated community, with automated car access at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made in a timely manner. Fencing along public Right of way shall be wrought iron style type fencing with masonry columns spaced 25 feet.
- T. Unless provided underground, Stormwater Detention facilities shall be screened from view with double-row evergreen trees and shrubs. Final Landscape Plans shall be subject to the review and approval of the

Planning and Development Department.

- U. The project shall be coordinated with the infrastructure improvements being made with the Stone Mountain/Five Forks-Trickum sidewalk project.

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

SUP2020-00034

Approval of a Special Use Permit for a ~~140~~ ~~124~~-unit Retirement Community/Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. The proposed development shall be limited to a total of ~~140~~~~124~~ residential units, consisting of 115-unit independent multifamily living units, **8 duplex cottages (16 units)**, and 9 single-family residential **cottage** units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The units shall meet the following:
 - i. Lawrenceville Housing Authority Managed Units – 15% max.
 - ii. **Remaining** units leased at 80% AMI ~~–15% min.~~
 - iii. 3 and 4 bedrooms are prohibited
 - iv. 1 Bedroom Flat – 700 min. sf
 - v. 2 Bedroom Flat – ~~960~~ **900** min. sf
 - vi. 1 Bedroom Cottage – 750 min. sf with min. 9-foot ceilings
 - vii. 2 Bedroom Cottage – 1005 min. sf with min. 9-foot ceilings
 - ~~C. Duplex units shall be prohibited.~~
 - D. Each multifamily living unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor.
 - E. Interior unit features include ~~stainless-steel~~ appliances **and solid surface stone** countertops **if approved by Department of Community Affairs.**
 - F. The development shall include outdoor amenities for residents including active common spaces that include a community garden, covered pavilion and grilling areas. Interior amenities shall include a community room with bistro, cardio/fitness center, as well as a computer center. The design and location of the amenities shall be subject to the review and approval by the Planning and Development Department.



LAWRENCEVILLE

GEORGIA

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

Item: CIC2020-00003 & SUP2020-00039; Karen Wright; 577 Scenic Highway

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval of CIC2020-0003 with Planning Commission recommended Conditions.
Denial without Prejudice of SUP2020-00039.

Summary: The applicant requests a change in conditions to the previously approved rezoning (RZ-15-04) and a Special Use Permit to allow a daycare with outdoor recreation.

Attachments/Exhibits:

- CIC2020-00003 SUP2020-00039_MUNICODE
- CIC2020-00003 SUP2020-00039_ATTACHMENTS
- CIC2020-00003 SUP2020-00039_REPORT
- CIC2020-00003 SUP2020-00039_STAFF CONDITIONS
- CIC2020-00003 SUP2020-00039_PC CONDITIONS
- CIC2020-00003 SUP2020-00039_DRAFT AMENDMENT ORDINANCE

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE-IN-CONDITIONS REPORT

CASE NUMBER	CIC2020-00003 & SUP2020-00039
APPLICANT	KAREN WRIGHT
CONTACT	KAREN WRIGHT
PHONE NUMBER	770.899.0786
ZONING CHANGE	N/A
LOCATION	577 SCENIC HIGHWAY
PARCEL ID	R5116 101
ACREAGE	0.45
PROPOSED DEVELOPMENT	CHANGE IN CONDITIONS TO PREVIOUSLY APPROVED REZONING AND A SPECIAL USE PERMIT FOR A DAYCARE FACILITY WITH OUTDOOR RECREATION
DEPARTMENT RECOMMENDATION	APPROVAL

ZONING HISTORY:

The property was originally zoned RS-180 (Single-Family Residence) and rezoned to ON (Office Neighborhood District) in 2006 that required six parking spaces and the use of office classification only. In 2016, the property was approved rezoning to OI (Office Institutional District) with conditions, pursuant to case RZ-15-04 for a tutoring facility.

PROJECT DATA:

The applicant is requesting a Change-in-Conditions of a prior rezoning approval (RZ-15-04) to allow other uses permitted in the OI zoning district, with a Special Use Permit to allow a daycare facility with outdoor recreation. The property is located on the west of Scenic Highway, north of its intersection with Moon Road. The property is currently developed with a dwelling that has been converted into office space, with six parking spaces and landscaping per the conditions of the previous rezoning. The applicant is requesting to amend Conditions 1, 2, and 3 of RZ-15-04. The condition currently reads as follows:

1. Hours of operation shall be limited to 8:00 am to 6:00 pm.

2. Approval shall be limited to the operation of a specialized non-degree school similar to what is requested in the application, Professional or Business offices only.
3. The use as a specialized non-degree school shall be limited to indoor tutoring only. No outdoor recreation shall be allowed.

The applicant proposes to amend condition 1 to allow the daycare facility to provide drop off at 6:00 am and pick up at 6:00 pm. The amendment to condition 2 would be to allow other uses permitted by right in the OI zoning district to provide more flexibility in when marketing the location for lease; for condition 3, the applicant requests the special use permit that would a daycare facility with outdoor recreation.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates that the property is in the Traditional Residential Character Area. This character area is intended to preserve the traditional neighborhoods and buffer them from more intense land uses, however, it also designates low-intensity commercial uses along major roadway corridors. The request to allow a daycare facility may be consistent with the low-intensity uses; the daycare facility may be a service that may be appropriate for the surrounding area.

The area surrounding the subject lot consists of single-family, multifamily commercial, and office-institutional uses. The segment of Scenic Highway between Gwinnett Drive and Moon Road is characterized by office and residential uses. Directly to the north and south are properties developed as single-family dwellings zoned RS-180 (Single-Family Residential District). Across from Scenic Highway is a property zoned RS-180 also developed with a single-family dwelling. Adjacent to the west is a duplex subdivision zoned RM-12. The applicant's request may be considered consistent with the surrounding area if operated with recommended conditions.

In conclusion, the requested change-in-conditions may be consistent with the policies of the City of Lawrenceville 2040 Comprehensive Plan. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS**ENGINEERING DEPARTMENT**

No Comment.

ELECTRIC DEPARTMENT

No Comment.

GAS DEPARTMENT

No Comment.

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

CIC2020-00003

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

Approval of Change-in-Conditions subject to the following enumerated conditions:

1. Hours of operation shall be limited to ~~8:00~~ **6:00** am to 6:00 pm.
2. Approval as OI (Office Institutional) to allow all uses permitted by right in the OI zoning district. Other uses requiring a Special Use Permit in the OI zoning district shall go through the public hearing process.
- ~~3. Approval shall be limited to the operation of a specialized non-degree school similar to what is requested in the application, Professional or Business offices only.~~
- ~~4. The use as a specialized non-degree school shall be limited to indoor tutoring only. No outdoor recreation shall be allowed.~~
3. The applicant will be required to meet landscape strip requirements of Article VIII of the Development Regulations. Based on the frontage of the property, the applicant will be required to install 4 trees and 12 shrubs. Existing plant material may be counted. The City Council may consider the removal of the existing entry drive as part of the calculation which will result in a required 3 trees and 9 shrubs. All installed plant material must meet the provisions of Article VIII in regards to type and size. Plant material must be installed within 3 months of approval of this application.
4. Sign twirling is prohibited on the property.
5. Remove the driveway entrance from the landscape calculation.
6. Restrict fencing to the backward of the property only and not allow any barb wire or other similar security measures so as to keep the fence in a residential appearance and nature.
7. There will be no visible outdoor storage in the carport or garage of the property from any vanrage point on Scenic Highway.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00039

Approval of Special Use Permit for a Daycare Facility and Outdoor Recreation, subject to the following enumerated conditions:

1. Hours of operation shall be limited to 6:00 am to 6:00 pm.
2. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
3. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
4. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
5. Dumpsters shall be located in the side yard or rear yard area.

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

1. **Will the change-in-conditions proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes.*
2. **Will the change-in-conditions proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the change-in-conditions proposal have a reasonable economic use as currently zoned?** *The property has a reasonable economic use as currently zoned.*
4. **Will the change-in-conditions proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the change-in-conditions 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 change-in-conditions proposal?** *No.*



LAWRENCEVILLE

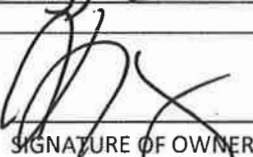
GEORGIA

CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Karen Wright</u>	NAME: <u>Karen Wright</u>
ADDRESS: <u>561 Harris Drive</u>	ADDRESS: <u>561 Harris Drive</u>
CITY: <u>McDonough</u>	CITY: <u>McDonough</u>
STATE: <u>GA</u> ZIP: <u>30252</u>	STATE: <u>GA</u> ZIP: <u>30252</u>
CONTACT PERSON: <u>Karen Wright</u> PHONE: <u>770-899-0786</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>O+I</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5116 101</u> ACREAGE: <u>0.45</u>	
ADDRESS OF PROPERTY: <u>577 Scenic Hwy, Lawrenceville 30046</u>	


SIGNATURE OF APPLICANT

8/6/2020
DATE


SIGNATURE OF OWNER

8/6/2020
DATE

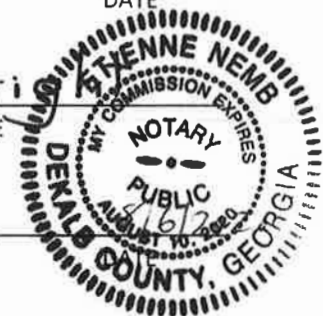
Karen Wright
TYPED OR PRINTED NAME

Karen Wright
TYPED OR PRINTED NAME



8/6/2020
DATE


NOTARY PUBLIC



Legal Description
577 Scenic Highway

All that tract or parcel of land lying and being in Land Lot 116 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville, and being lot 3, Block A, Unit 2 of Scenic Forest as shown on plat of survey recorded in plat Book Z, Page 24, Gwinnett County Records.

Less and Except:

That property taken in the right-of-way order recorded at deed book 6182, page 73 Gwinnett County, Georgia records, being the same property conveyed to grantors at deed book 36990, page 258, Gwinnett County Records.

Said parcel containing 0.446 acres more or less.

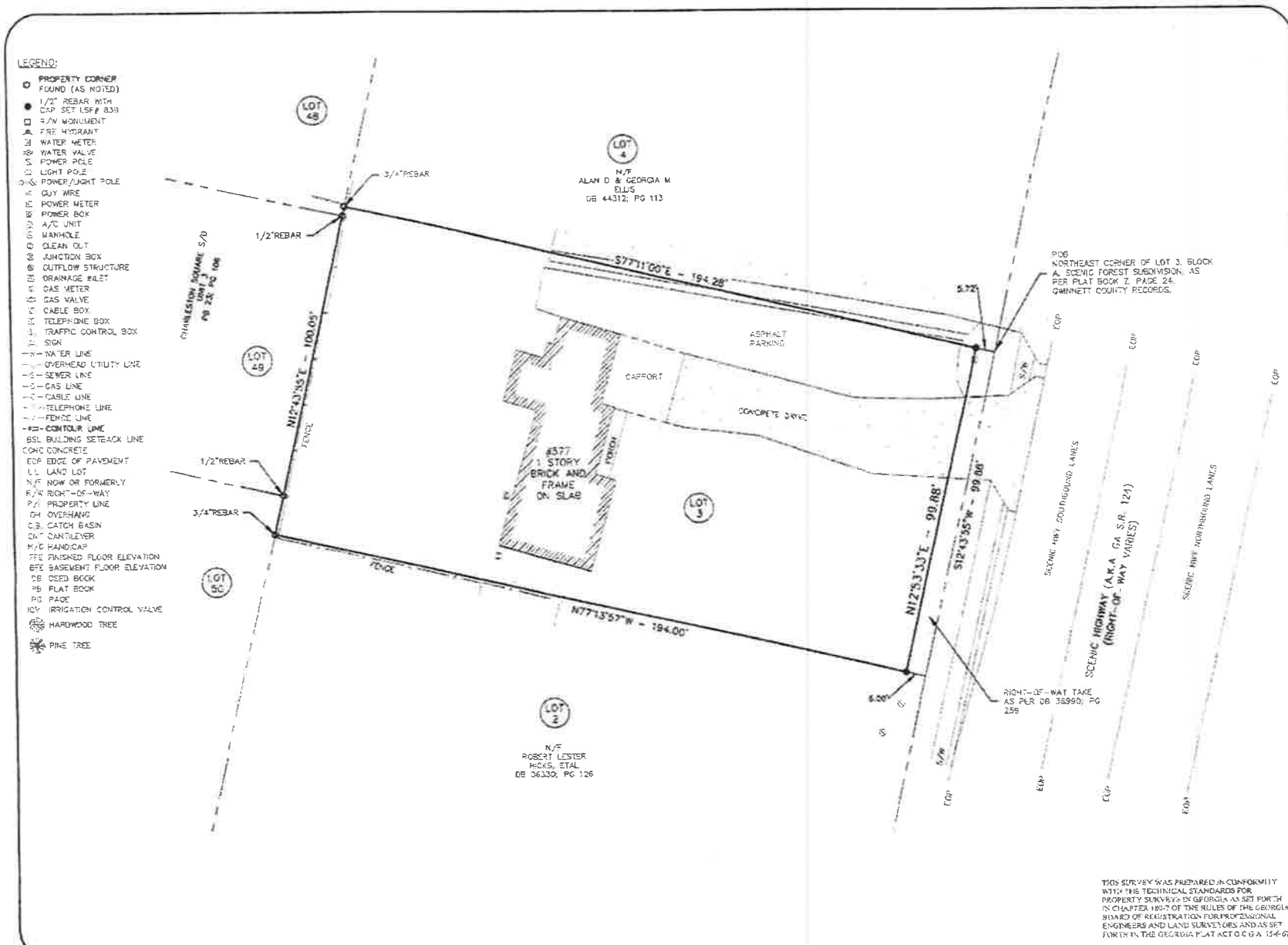
KAREN WRIGHT
561 HARRIS DRIVE
MCDONOUGH, GA 30252

September 3, 2020

I, Karen Wright, the owner of 577 Scenic Highway, Lawrenceville, GA 30046 would like to have the zoning expanded to include more choices. The current zoning is O and I. The property has been up for rent for two years and is unable to be rented due to the limited options. I would also like to include the opportunity for a day care with hours that are 6:00 am to 6:30 pm and outdoor recreation. Not being able to rent the property due to the limited options is creating a financial hardship.



Karen Wright



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

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.G.A. 154-61.

NOT VALID WITHOUT ORIGINAL SIGNATURE

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.	TOTAL AREA: 0.446 ACRES / 19,404 SQUARE FEET
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.	BOUNDARY REFERENCE: DEED BOOK 33691, PAGE 796; PG 24 FIELDWORK PERFORMED ON 10/30/2015
© COPYRIGHT 2015 - BOUNDARY ZONE, INC. THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.	THIS MAP OR PLAT HAS BEEN CALIBRATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 299,962 FEET.
	THIS PLAT HAS BEEN PREPARED USING A TRIMBLE 5602 ROBUSTIC TOTAL STATION
	THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 31,284 FEET, AND AN ANGULAR ERROR OF 16 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE

BOUNDARY
zone inc.

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

BUFFORD
4195 SOUTH LEE STREET, SUITE 611, BUFORD, GEORGIA 30518

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

RALEIGH
2209-C CANNON DRIVE, APEX, NORTH CAROLINA 27523

PROJECT 1666201

SHEET

CIO2020-00003

RECEIVED: SEP 2 2020

Planning and Development De

Page 143



The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Area
File # CIC2020-00003
& SUP2020-00039

Applicant:
Karen Wright

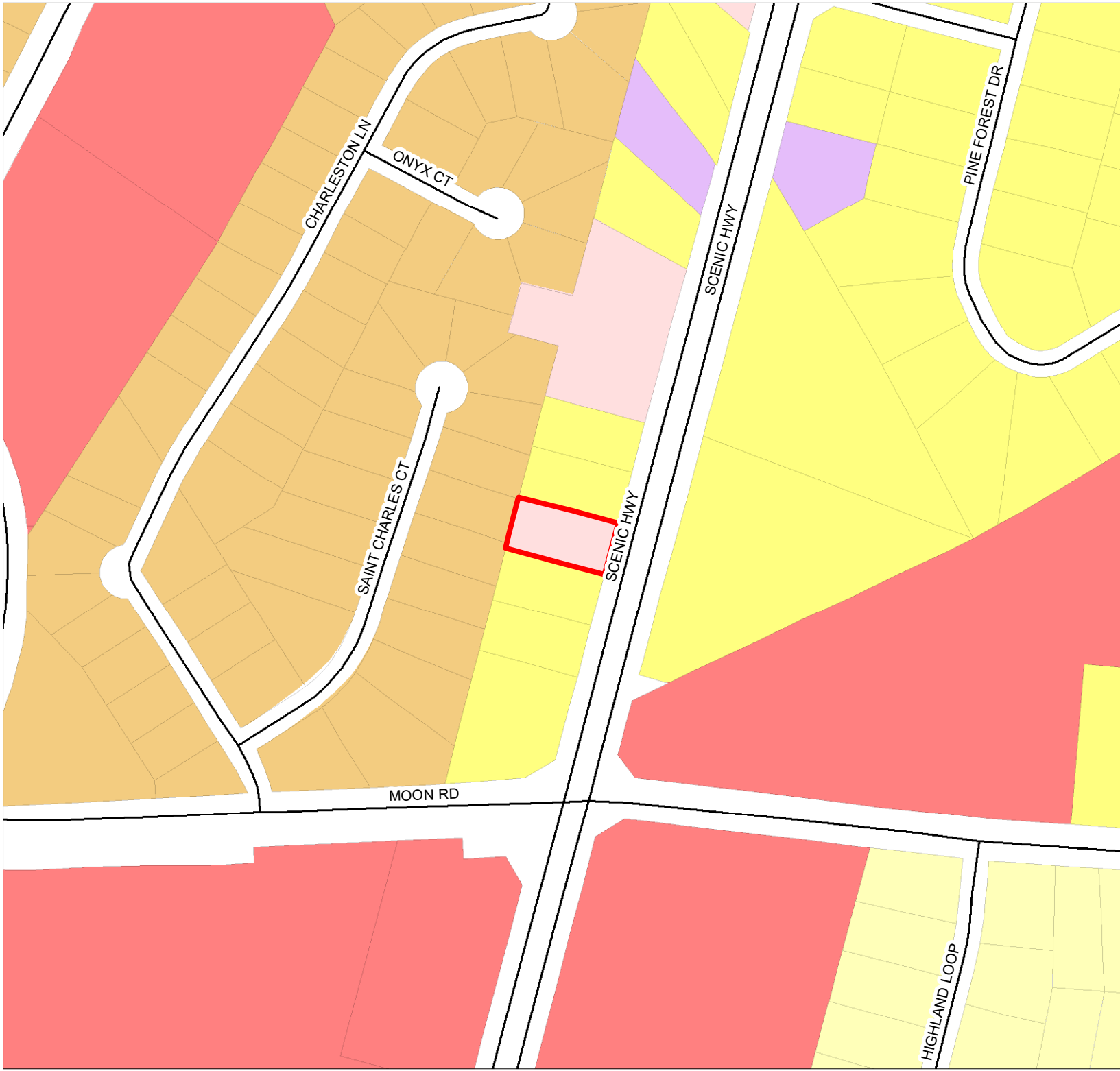
Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

Page 144



13.

*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File # CIC2020-00003
& SUP2020-00039

Applicant:
Karen Wright

Legend

-  Subject Property
-  Parcels
-  Roads

ZONING

-  BG General Business
-  OI Office Institutional
-  ON Office/Neighborhood
-  RM-12 General Residence
-  RS150 Single-Family Residence
-  RS180 Single-Family Residence



PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

CIC2020-00003

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

Approval of Change-in-Conditions subject to the following enumerated conditions:

1. Hours of operation shall be limited to ~~8:00~~ **6:00** am to 6:00 pm.
2. Approval as OI (Office Institutional) to allow all uses permitted by right in the OI zoning district. Other uses requiring a Special Use Permit in the OI zoning district shall go through the public hearing process.
3. ~~Approval shall be limited to the operation of a specialized non-degree school similar to what is requested in the application, Professional or Business offices only.~~
4. ~~The use as a specialized non-degree school shall be limited to indoor tutoring only. No outdoor recreation shall be allowed.~~
3. The applicant will be required to meet landscape strip requirements of Article VIII of the Development Regulations. Based on the frontage of the property, the applicant will be required to install 4 trees and 12 shrubs. Existing plant material may be counted. The City Council may consider the removal of the existing entry drive as part of the calculation which will result in a required 3 trees and 9 shrubs. All installed plant material must meet the provisions of Article VIII in regards to type and size. Plant material must be installed within 3 months of approval of this application.
4. Sign twirling is prohibited on the property.
5. Remove the driveway entrance from the landscape calculation.
6. Restrict fencing to the backward of the property only and not allow any barb wire or other similar security measures so as to keep the fence in a residential appearance and nature.
7. There will be no visible outdoor storage in the carport or garage of the property from any vanrage point on Scenic Highway.

PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

SUP2020-00039

Approval of Special Use Permit for a Daycare Facility and Outdoor Recreation, subject to the following enumerated conditions:

1. Hours of operation shall be limited to 6:00 am to 6:00 pm.
2. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
3. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
4. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
5. Dumpsters shall be located in the side yard or rear yard area.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

CIC2020-00003

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

Approval of Change-in-Conditions subject to the following enumerated conditions:

1. Hours of operation shall be limited to ~~8:00~~ **6:00 8:00** am to 6:00 pm.
2. Approval as OI (Office Institutional) to allow all uses permitted by right in the OI zoning district. Other uses requiring a Special Use Permit in the OI zoning district shall go through the public hearing process.
3. ~~Approval shall be limited to the operation of a specialized non-degree school similar to what is requested in the application, Professional or Business offices only.~~
4. ~~The use as a specialized non-degree school shall be limited to indoor tutoring only. No outdoor recreation shall be allowed.~~
3. The applicant will be required to meet landscape strip requirements of Article VIII of the Development Regulations. Based on the frontage of the property, the applicant will be required to install 4 trees and 12 shrubs. Existing plant material may be counted. The City Council may consider the removal of the existing entry drive as part of the calculation which will result in a required 3 trees and 9 shrubs. All installed plant material must meet the provisions of Article VIII in regards to type and size. Plant material must be installed within 3 months of approval of this application.
4. Sign twirling is prohibited on the property.
5. Remove the driveway entrance from the landscape calculation.
6. Restrict fencing to the backward of the property only and not allow any barb wire or other similar security measures so as to keep the fence in a residential appearance and nature.
7. There will be no visible outdoor storage in the carport or garage of the property **from** ~~from~~ any **vantage vanrage** point on Scenic Highway.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

SUP2020-00039 – DENIAL WITHOUT PREJUDICE

~~Approval of Special Use Permit for a Daycare Facility and Outdoor Recreation, subject to the following enumerated conditions:~~

- ~~1. Hours of operation shall be limited to 6:00 am to 6:00 pm.~~
- ~~2. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument type sign with a maximum height of 8 feet and shall be setback from the right of way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.~~
- ~~3. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right of ways.~~
- ~~4. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~
- ~~5. Dumpsters shall be located in the side yard or rear yard area.~~

MAYOR AND COUNCIL
CITY OF LAWRENCEVILLE,
GEORGIA RESOLUTION

READING AND ADOPTION:

~~At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.~~

<u>PRESENT</u>	<u>VOTE</u>
<u>Judy Jordan Johnson, Mayor</u>	<u>Yes</u>
<u>Bob Clark, Councilmember</u>	<u>Yes</u>
<u>Victoria Jones, Councilmember</u>	<u>Yes</u>
<u>Keith Roche, Councilmember</u>	<u>Yes</u>
<u>David Still, Councilmember</u>	<u>Yes</u>

~~On motion of Councilman Still, which carried 5-0, the following resolution was adopted:~~

A RESOLUTION TO AMEND THE OFFICIAL ZONING MAP

~~WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application to Amend the Official Zoning Map from OI to BG by City of Lawrenceville for the proposed use of a Yarn and Home Goods Store on a tract of land described by the attached legal description, which is incorporated herein and made a part hereof by reference; and~~

~~WHEREAS, notice to the public regarding said Amendment to the Official~~

CASE NUMBER: ~~RZ 19-08~~

~~Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official
News Organ of the City of Lawrenceville; and~~

~~WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on July 10th, 2019 and objections were not filed.~~

~~NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawrenceville this the 10th day of July, 2019, that the aforesaid application to amend the Official Zoning Map from OI to BG is hereby APPROVED.~~

~~Approval as BG (General Business) subject to the following enumerated conditions:~~

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS – 10142020

CIC2020-00003

Approval of Change-in-Conditions subject to the following enumerated conditions:

1. Hours of operation shall be limited to ~~8:00~~ **6:00 8:00** am to 6:00 pm.
2. Approval as OI (Office Institutional) to allow all uses permitted by right in the OI zoning district. Other uses requiring a Special Use Permit in the OI zoning district shall go through the public hearing process.
3. The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.
4. ~~Approval shall be limited to the operation of a specialized non-degree school similar to what is requested in the application, Professional or Business offices only.~~
5. ~~The use as a specialized non-degree school shall be limited to indoor tutoring only. No outdoor recreation shall be allowed.~~
4. The applicant will be required to meet landscape strip requirements of Article VIII of the Development Regulations. Based on the frontage of the property, the

applicant will be required to install 4 trees and 12 shrubs. Existing plant material may be counted. The City Council may consider the removal of the existing entry drive as part of the calculation, which will result in a required 3 trees and 9 shrubs.

CASE NUMBER: ~~RZ-19-08~~

All installed plant material must meet the provisions of Article VIII in regards to type and size. Plant material must be installed within 3 months of approval of this application.

5. Sign twirling is prohibited on the property.
6. Remove the driveway entrance from the landscape calculation.
7. Restrict fencing to the backyard of the property only and not allow any barb wire or other similar security measures so as to keep the fence in a residential appearance and nature.
8. There will be no visible outdoor storage in the carport or garage of the property ~~from from any vantage vantage~~ point on Scenic Highway.
9. There will be no visible outdoor storage in the carport or garage of the property from any vantage point on Scenic Highway.

- ~~1. Use as a Yarn and Home Goods Store only.~~
- ~~2. Exterior modifications of the facility shall be prohibited.~~
- ~~3. Any new signage shall be approved by the Director of Planning and Development.~~
- ~~4. Provide and maintain adjacent to residentially zoned properties a fifteen foot enhanced buffer along the northern side property line and a twenty foot enhanced buffer along the eastern side property line. Additional buffer plantings shall be installed where necessary to ensure an adequate visual screen. The final landscape design shall be subject to review and approval by the Director of Planning and Development.~~
- ~~5. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No~~

CASE NUMBER: ~~RZ-19-08~~

~~decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers or sign walkers shall be prohibited.~~

~~6. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of ways.~~

~~7. Peddlers and/or parking lot sales shall be prohibited.~~

~~8. Outdoor storage shall be prohibited.~~

~~9. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~

~~10. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~

—

—

~~11. To approve the current location of the building and allow the setback encroachment of 31.2 feet into the required 50 foot front yard setback.~~

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

SUP2020-00039 - DENIAL WITHOUT PREJUDICE

Approval of Special Use Permit for a Daycare Facility and Outdoor Recreation, subject to the following enumerated conditions:

1. Hours of operation shall be limited to 6:00 am to 6:00 pm.
2. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument type sign with a maximum height of 8 feet and shall be setback from the right of way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.

CASE NUMBER: ~~RZ 19-08~~

- ~~3. Lighting shall be contained in cut off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right of ways.~~
- ~~4. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~
- ~~5. Dumpsters shall be located in the side yard or rear yard area.~~

Judy Jordan Johnson, Mayor

Date Signed: __

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

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

Item: RZC2020-00018; Learning Hive LLC; 319 Simonton Road

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Staff recommended Conditions

Summary: The applicant requests a rezoning to use the existing structure as a daycare. The property had been used as a daycare for many years and the applicant wants to bring the property up to compliance.

Attachments/Exhibits:

- RZC2020-00018_MUNICODE
- RZC2020-00018_REPORT
- RZC2020-00018_ATTACHMENTS
- RZC2020-00018_P&D RECOMMENDED CONDITIONS - 09182020
- RZC2020-00018_PC RECOMMENDED CONDITIONS - 10052020
- RZC2020-00018 SUP2020-00041_CCWS RECOMMENDED CONDITIONS - 10142020

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING REPORT

CASE NUMBER	RZC2020-00018
APPLICANT	LEARNING HIVE, LLC
CONTACT	W. CHARLES “CHUCK” ROSS
PHONE NUMBER	770.962.0100
ZONING CHANGE	RS-180 TO BG
LOCATION	319 SIMONTON ROAD
PARCEL ID	R5149 063
ACREAGE	1.18
PROPOSED DEVELOPMENT	DAYCARE FACILITY
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY

The property has been zoned RS-180 (Single-Family Residence District) since the 1980s.

PROJECT DATA

The applicant requests the rezoning of an approximately 1.18-acre parcel from RS-180 to BG (General Business District) to use the existing structure as daycare facility. The subject property is located on the north side of Simonton Road, east of its intersection with Grayson Highway. The property is currently developed with two structures and a circular driveway with no designated parking.

The applicant proposes to continue to use the property as daycare facility. The property has been vacant passed the allowed time to be considered legal nonconforming, therefore the rezoning is necessary to bring the property into compliance. Access is provided via two existing curb cuts along Simonton Road. No parking spaces are shown on the site plan. The property is adjacent to a residentially zoned property used for a place of worship, therefore if approved, the subject property would be required to have a 75-foot buffer on the eastern property line. The applicant requests to eliminate the buffer requirement since the two uses have coexisted well in the past and the building was built within the buffer.

The 2040 Comprehensive Plan indicates the property lies within the Neighborhood Mixed Use Character Area. This character area encourages local services that are walkable from nearby residential areas. The daycare facility may be a convenient amenity to the surrounding area providing childcare to residents and those who work nearby. Given that the property has been used as a daycare facility in the past, the proposed rezoning may be compatible with the intent of the Plan, which is to provide local services to serve traditional residential neighborhoods.

The surrounding area consists of a variety of commercial and residential uses. To the east, is a property zoned RS-180 and currently being used as a place of worship. To the south across Simonton Road and adjacent to the west are properties zoned BG; one developed and used as a funeral home and the other is a vacant lot developed as a gas station. Adjacent to the north is a duplex community zoned RM-12 (Multifamily Residential District). If properly conditioned, the request for rezoning could be compatible with the established zoning pattern and uses in the immediate area.

In conclusion, the requested rezoning may be consistent with the zoning pattern, uses, and development in the immediate area and policies of the 2040 Comprehensive Plan. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00018

Approval as BG (General Business District) subject to the following enumerated conditions:

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

To allow uses permitted in the BG Zoning District. The following uses shall be prohibited:

- A. Adult Bookstores or Entertainment
 - B. Automotive Parts Stores
 - C. Bail Bonding
 - D. Contractors Offices
 - E. Emissions Inspection Stations
 - F. Equipment Rental
 - G. Extended Stay Hotels or Motels
 - H. Hookah/Vapor Bar or Lounge
 - I. Pawn Shop
 - J. Recovered Materials Processing Facilities
 - K. Smoke or Novelty Shop
 - L. Tobacco or Novelty Shop
 - M. Tattoo and Body Piercing
 - N. Taxidermists
 - O. Title Loan Facility
 - P. Yard Trimming Composting Facilities
2. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
 3. The existing structure and site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.
 4. Provide four parking spaces.
 5. All parking and driveway surfaces shall be paved and striped to City standards.
 6. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Simonton Road except for ingress and egress subject to the review and approval by the Director of Planning and Development.
 7. A five-foot sidewalk shall be installed along Simonton Road.

8. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
9. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
10. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
11. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
12. Peddlers and/or parking lot sales shall be prohibited.
13. Outdoor storage shall be prohibited.
14. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
15. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
16. Outdoor storage and overnight parking shall be prohibited.

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?** *No.*
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?** *Yes, the property had been used as a daycare facility for many years.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Learning Hive, LLC</u>	NAME: <u>Andrea P. Muir</u>
ADDRESS: <u>415 Scenic Highway</u>	ADDRESS: <u>1770 Summit Drive</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Duluth</u>
STATE: <u>Georgia</u> ZIP: <u>30046</u>	STATE: <u>Georgia</u> ZIP: <u>30097</u>
CONTACT PERSON: <u>W. Charles "Chuck" Ross</u> PHONE: <u>770-962-0100</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>RS-180</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>R5149 063</u> ACREAGE: <u>1.18</u>	
ADDRESS OF PROPERTY: <u>319 Simonton Road, Lawrenceville, Georgia 30046</u>	

Rheitta Ohne-Amoako 9/3/20
SIGNATURE OF APPLICANT DATE

Rheitta Ohne-Amoako
TYPED OR PRINTED NAME

Jeff Hammond 9/3/20
SIGNATURE OF OWNER DATE

Jeff Hammond, Authorized Agent for Andrea P. Muir
TYPED OR PRINTED NAME

W. Charles Ross 9/3/20
NOTARY PUBLIC DATE

W. Charles Ross 9/3/20
NOTARY PUBLIC DATE



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

RZC2020-00018
RECEIVED: SEP 3, 2020

PLANNING AND DEVELOPMENT DEPARTMENT

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT NO. 149 OF THE 5TH LAND DISTRICT OF GWINNETT COUNTY, GEORGIA AND IN THE CITY OF LAWRENCEVILLE AND CONTAINING 1.194 ACRES PER PLAT MADE BY HANNON, MEEKS & BAGWELL, SURVEYORS, ON MAY 1, 1979 AND SAID PLAT BEING RECORDED IN PLAT BOOK 10, PAGE 129B, GWINNETT COUNTY RECORDS AND BY REFERENCE IS INCORPORATED HEREIN AND SAID LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CORNER ON THE NORTHERLY SIDE OF SIMONTON ROAD (HAVING AN 80 FOOT RIGHT-OF-WAY) AND SAID POINT OF BEGINNING BEING 280.93 FEET SOUTHEASTERLY FROM THE RIGHT OF WAY LINE OF GEORGIA HWY. NO. 20; THENCE NORTH 29 DEGREES 06 MINUTES 15 SECONDS WEST 311.77 FEET TO THE ORIGINAL LAND LOT LINE SEPARATING LAND LOTS 148 AND 149; THENCE NORTH 59 DEGREES 42 MINUTES 40 SECONDS EAST 150.0 FEET TO AN IRON PIN; THENCE SOUTH 26 DEGREES 31 MINUTES 55 SECONDS EAST 416.0 FEET TO AN IRON PIN; THENCE NORTH 81 DEGREES 37 MINUTES 00 SECONDS WEST 165.47 FEET TO THE POINT OF BEGINNING.

Tony Powell
Brian Edwards
Nathan Powell



RZC2020-0018
W. Charles Ross
Christopher Day
Jay Crowley
Mandy Williams
Cara Schlosser

14.

September 3, 2020

Todd Hargrave
Planning Director
City of Lawrenceville
70 South Clayton Street
Lawrenceville, Georgia 3046-2200

RE: REZONING APPLICATION FOR LEARNING HIVE, LLC FOR PROPERTY
LOCATED AT 319 SIMONTON ROAD, LAWRENCEVILLE.

Dear Mr. Hargrave:

Powell & Edwards, Attorneys at Law, P.C. submit this Rezoning Application and Letter of Intent on behalf of Learning Hive, LLC (the "Applicant") to allow for the operation of a daycare facility upon property located at 319 Simonton Road and having Gwinnett County Tax ID Number of R5149 063.

Applicant is the contract purchaser of the above referenced property which most recently operated as a daycare facility. However, the property is currently zoned RS-180 and therefore such a facility would not be permitted under the current zoning designation. Unfortunately, several years has passed since the previous day care operation was closed and the Applicant cannot take advantage of any grandfathering provisions. The proposed BG zoning would be consistent with the adjacent properties which are the now-closed QuikTrip which is zoned BG and the Grace Bible Church, which although zoned RS-180 would not be a dissimilar use as proposed. The property is also directly across the street from Tim Stewart's Funeral Home which is also zoned BG.

The Applicant has been in operation since 2013 and currently operates another location within the City Limits of Lawrenceville as well as another location in Snellville. The proposed location would allow the Applicant a significantly larger facility to not only allow for more students, but to provide more space for social distancing within the facility.

The existing structures and driveway will remain unchanged but were constructed before the current zoning ordinance and therefore the Applicant is requesting the following minor variances:

- Encroachment into the front setback on Simonton Road by 7 feet.
- Encroachment by the existing front building into the side buffer by 65 feet
- Encroachment by the existing rear building into the side buffer by 25 feet
- Encroachment by the existing driveway into the side buffer by 69 feet.

It is important to reiterate that these are existing structures and that although the buffered property is RS-180, it is a church and not a residence, therefore any effect of the encroachment would be minimal. We appreciate the assistance and guidance that you and your department have provided us during this

A PROFESSIONAL CORPORATION

P.O. Box 1390 • Lawrenceville, Georgia 30046-1390 • Powell & Edwards, P.C. • 10 Lumpkin Street, Lawrenceville, GA 30046

Street Address For Direct Deliveries Only • 10 Lumpkin Street Lawrenceville, GA 30046

RZC2020-00018
RECEIVED: SEP 3, 2020

PLANNING AND DEVELOPMENT DEPARTMENT

Page 165

process. The Applicant and its representatives welcome the opportunity to meet with you and your staff to answer any questions or to address any concerns relating to the matters set forth in this Letter of Intent or in the Rezoning Application filed herewith. The Applicant respectfully requests your approval of this Application.

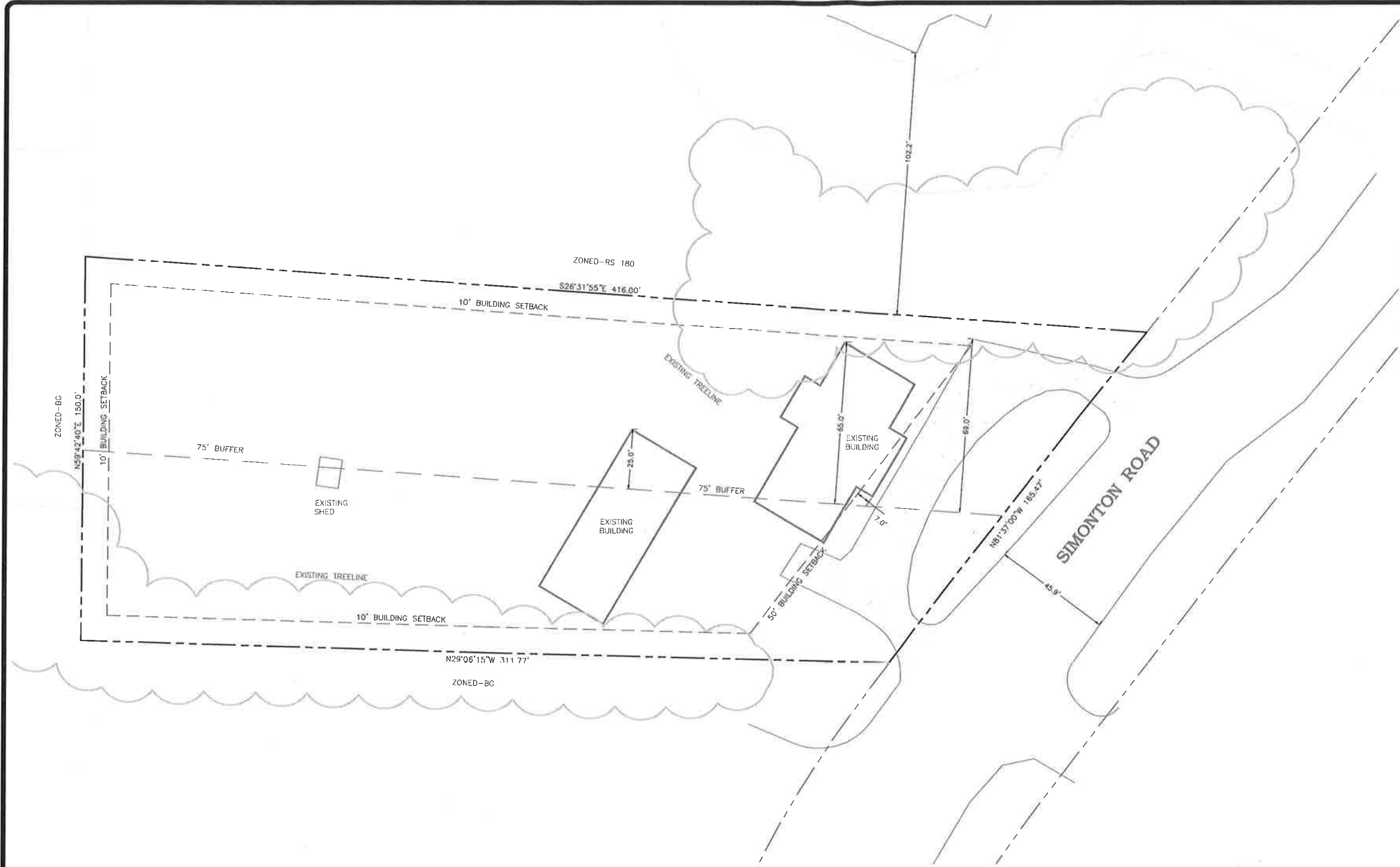
Respectfully submitted,

POWELL & EDWARDS,
ATTORNEYS AT LAW, P.C.

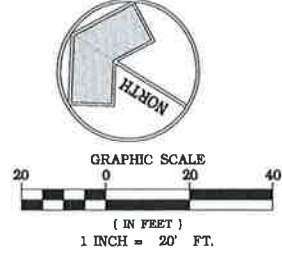


W. Charles "Chuck" Ross
Attorney for Applicant

Enclosures



- NOTES
1. TOTAL SITE AREA = +/- 1.18 ACRES
 2. EXISTING ZONING = RS-180
 3. WATER PROVIDED BY GWINNETT COUNTY
 4. BOUNDARY PREPARED BY HANNON, MEEKS & BAGWELL
 5. PROPOSED ZONING = BG
 6. USE = DAYCARE
 7. BUILDING SETBACKS
FRONT = 50'
SIDE = 10'
REAR = 10'



RZC2020-00018
RECEIVED: SEP 3, 2020
PLANNING AND DEVELOPMENT DEPT

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SITE PLANNING

DAY
DESIGN
GROUP, Inc.

P.O. BOX 848
BURLINGTON, GA 30515
(770) 271-4676 ph
(770) 389-8568 fax
daydesigngroup.com
www.daydesigngroup.com

REZONING SITE SKETCH

LearningHive
A Child Development Center

319 SIMONTON ROAD, LAND LOT 149, 5TH DISTRICT
CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

REVISIONS	
NO.	DESCRIPTION

DATE: 09/2/2020
DRAWN BY: BHD
JOB NO.: 20-129

SHEET	OF
1	1



14.

The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Area
File # RZC2020-00018

Applicant:
Learning Hive LLC

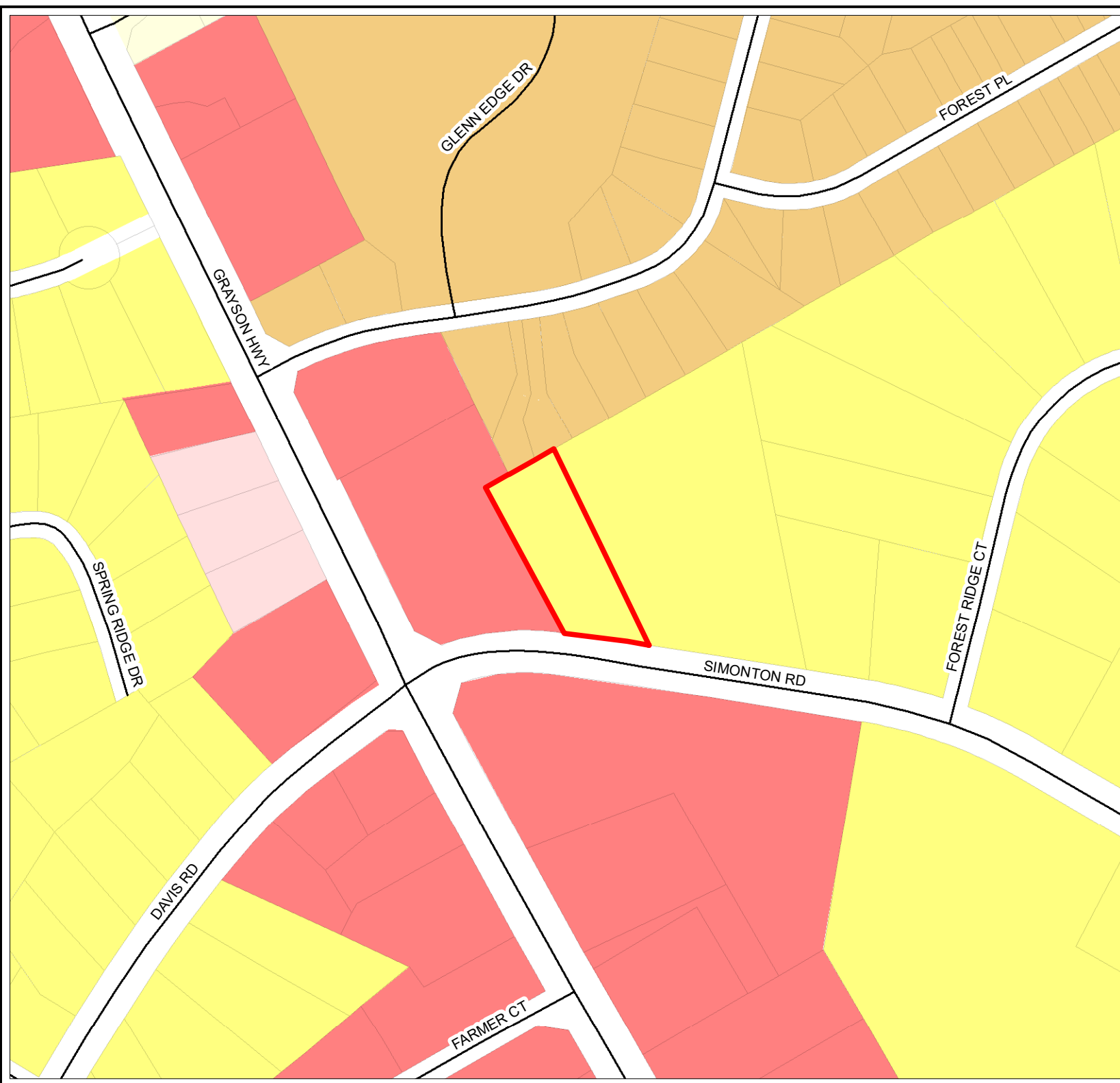
Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

Page 168



The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # RZC2020-00018

Applicant:
Learning Hive LLC

Legend

-  Subject Property
-  Parcels
-  Roads

ZONING

-  BG General Business
-  OI Office Institutional
-  RM-12 General Residence
-  RS180 Single-Family Residence
-  RS60 Single-Family Residence



PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

RZC2020-00018

Approval as BG (General Business District) subject to the following enumerated conditions:

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

To allow uses permitted in the BG Zoning District. The following uses shall be prohibited:

- A. Adult Bookstores or Entertainment
 - B. Automotive Parts Stores
 - C. Bail Bonding
 - D. Contractors Offices
 - E. Emissions Inspection Stations
 - F. Equipment Rental
 - G. Extended Stay Hotels or Motels
 - H. Hookah/Vapor Bar or Lounge
 - I. Pawn Shop
 - J. Recovered Materials Processing Facilities
 - K. Smoke or Novelty Shop
 - L. Tobacco or Novelty Shop
 - M. Tattoo and Body Piercing
 - N. Taxidermists
 - O. Title Loan Facility
 - P. Yard Trimming Composting Facilities
2. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
 3. The existing structure and site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.
 4. Provide four parking spaces.
 5. All parking and driveway surfaces shall be paved and striped to City standards.
 6. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Simonton Road except for ingress and egress subject to the review and approval by the Director of Planning and Development.
 7. A five-foot sidewalk shall be installed along Simonton Road.

8. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
9. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
10. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
11. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
12. Peddlers and/or parking lot sales shall be prohibited.
13. Outdoor storage shall be prohibited.
14. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
15. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
16. Outdoor storage and overnight parking shall be prohibited.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

RZC2020-00018

Approval as BG (General Business District) subject to the following enumerated conditions:

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

To allow uses permitted in the BG Zoning District. The following uses shall be prohibited:

- A. Adult Bookstores or Entertainment
 - B. Automotive Parts Stores
 - C. Bail Bonding
 - D. Contractors Offices
 - E. Emissions Inspection Stations
 - F. Equipment Rental
 - G. Extended Stay Hotels or Motels
 - H. Hookah/Vapor Bar or Lounge
 - I. Pawn Shop
 - J. Recovered Materials Processing Facilities
 - K. Smoke or Novelty Shop
 - L. Tobacco or Novelty Shop
 - M. Tattoo and Body Piercing
 - N. Taxidermists
 - O. Title Loan Facility
 - P. Yard Trimming Composting Facilities
2. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
 3. The existing structure and site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.
 4. Provide four parking spaces.
 5. All parking and driveway surfaces shall be paved and striped to City standards.
 6. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Simonton Road except for ingress and egress subject to the review and approval by the Director of Planning and Development.
 7. A five-foot sidewalk shall be installed along Simonton Road.

8. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
9. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
10. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
11. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
12. Peddlers and/or parking lot sales shall be prohibited.
13. Outdoor storage shall be prohibited.
14. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
15. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
16. Outdoor storage and overnight parking shall be prohibited.

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS – 10142020

Approval as OI (Office Institutional District) subject to the following enumerated conditions:

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

A. Limited to a Daycare Facility

B. The following uses shall be prohibited:

C. Adult Bookstores or Entertainment

D. Automotive Parts Stores

E. Bail Bonding

F. Contractors Offices

G. Emissions Inspection Stations

H. Equipment Rental

I. Extended Stay Hotels or Motels

J. Hookah/Vapor Bar or Lounge

K. Pawn Shop

L. Recovered Materials Processing Facilities

M. Smoke or Novelty Shop

N. Tobacco or Novelty Shop

O. Tattoo and Body Piercing

P. Taxidermists

Q. Title Loan Facility

R. Yard Trimming Composting Facilities

2. To satisfy the following site development considerations:

A. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.

B. The existing structure and site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.

C. Provide four parking spaces.

D. All parking and driveway surfaces shall be paved and striped to City standards.

- E. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Simonton Road except for ingress and egress subject to the review and approval by the Director of Planning and Development.
- F. A five-foot sidewalk shall be installed along Simonton Road. The existing sign shall come into compliance. The new sign shall be a Ground Sign. The Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
- G. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- H. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- I. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
- J. Peddlers and/or parking lot sales shall be prohibited.
- K. Outdoor storage shall be prohibited.
- L. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- M. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- N. Outdoor storage and overnight parking shall be prohibited.

**CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS – 10142020**

SUP2020-00041

Approval of Special Use Permit for a Day Care facility, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:**
 - A. Limited to a Day Care facility.**
 - S. In the event, Day Care facility ceases operations or vacates the premises the Special Use Permit shall be considered voided and terminated.**



LAWRENCEVILLE

GEORGIA

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

Item: RZM2020-00005; Lawrence Design Group; 737 Grayson Highway

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: Denial

Planning Commission Recommendation: Denial Without Prejudice

Summary: The applicant requests a rezoning from BG (General Business District) to RM-24 (Multifamily Residential) to develop an apartment complex.

Attachments/Exhibits:

- RZM2020-00005_MUNICODE
- RZM2020-00005_REPORT
- RZM2020-00005_ATTACHMENTS
- RZM2020-00005_P&D RECOMMENDED CONDITIONS - 09182020
- RZM2020-00005_PC RECOMMENDED CONDITIONS - 10052020
- RZM2020-00005_CCWS RECOMMENDED CONDITIONS - 10142020

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING REPORT**

CASE NUMBER: RZM2020-00005
APPLICANT: GORDON LAWRENCE
CONTACT: GORDON LAWRENCE
PHONE NUMBER: 770.682.8855
ZONING CHANGE: BG TO RM-24
LOCATION: 737 GRAYSON HIGHWAY
PARCEL ID: R5140 004
ACREAGE: 4.03
PROPOSED DEVELOPMENT: 136-UNIT MULTIFAMILY APARTMENT
DEVELOPMENT
DEPARTMENT RECOMMENDATION: **DENIAL**
ZONING HISTORY:

The property has been zoned BG (General Business District) since 1991.

PROJECT DATA:

The applicant requests the rezoning of an approximately 4.03-acre property, zoned BG (General Business District), to allow a 136-unit multifamily apartment development. The subject property is located on the west right-of-way of Grayson Highway, just north of its intersectin with Crane Drive. The applicant is proposing a multifamily development on a parcel of land not meeting the minimum acreage requirement for the RM-24 (Multifamily Residential District) zoning classification. The property is currently undeveloped and vacant.

The applicant is proposing to develop the property with five four-story buildings at an approximate building height of 61 feet, and consisting of approximately 136 apartment units at a gross density of 34 units per acre. The plan proposes building facades consisting of materials of brick and board & batten. Access to the proposed multifamily development would be via one curb cut along the Grayson Highway. The proposed plan includes 176 parking spaces and associated driveways which is consistent with the minimum requirements for a multifamily development. A variance to allow the reduction in minimum acreage and maximum density will be required for this request and may be approved by City Council with this request.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Neighborhood Mixed Use Character Area. This Character Area is intended to provide a center for local services (small-scale office or retail) while providing pedestrian connectivity to and from nearby residential areas. In some instances, local services could be mixed with a variety of housing options and densities that are compatible with surrounding single-family residential and neighborhood-serving uses and zoning. Additionally, the requested zoning (RM-24) could be considered to be a 'Spot Zoning' and therefore, considered inconsistent with the policies of the City of Lawrenceville Comprehensive Plan, and the established zoning pattern along this segment of Lawrenceville Highway.

The surrounding area is characterized by commercial, light industrial and residential uses. To the south and west, immediately adjacent to the subject property is the Lockridge Estates single-family subdivision located in unincorporated Gwinnett County. To the north is the Farmers Court light manufacturing development zoned LM (Light Manufacturing District), as well as a convenience store zoned BG (General Business District). To the east, across Grayson Highway is the Lawrenceville Village shopping center and an undeveloped parcel of land zoned BG. The scale of the development would not be consistent with the established zoning and development pattern in the immediate vicinity.

In conclusion, the proposed development does not meet the intent of the Zoning Ordinance and would require multiple variances to allow an increase in density and decrease in the required acreage requirement. The proposed development request is at a higher density that is not suitable for the zoning district and the land use may not be compatible with the intent of the policies of the 2040 Comprehensive Plan. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the rezoning request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

The property appears to contain stream buffers and floodplain. The proposed conceptual plan may require revision to show the appropriate stream buffer and floodplain areas. All stormwater best management practices will be applicable upon development permit issuance.

The number and locations of driveways are subject to State of Georgia Department of Transportation (GDOT) approval.

Standard deceleration lane with appropriate taper and adequate right-of-way may be required.

Demands imposed by the proposed development may require reinforcements or extensions of existing sewer mains. Any cost associated with such required reinforcements or extensions will be the responsibility of the development and will not be provided by this department.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

The availability records show the subject development is currently in vicinity of a 3-inch diameter polyethylene gas main with 60 psi pressure within the western right-of-way of GA. Hwy. 20 (a.k.a. Grayson Highway).

WATER DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZM2020-00005

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

Approval as RM-24 (Multifamily Residential District) for a multifamily development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Multifamily apartment buildings and its associated accessory use structures.
 - B. The maximum number of units shall be 96.
2. To satisfy the following site development considerations:
 - A. The Minimum Lot Area shall be reduced to 4.03 acres.
 - B. The property shall be developed in general accordance with the submitted site plan, titled "Proposed Threat's Apartments," prepared by Alcovy Surveying and Engineering, Inc., dated August 7, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - C. The apartment buildings shall meet the RM-24 architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick or stacked stone on each elevation. The remainder of the elevation may be the same or of fiber cement shake or siding or architectural metal. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - D. Provide a 50-foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.

- E. Provide a 50-foot landscape setback along the western right-of-way of Grayson Highway. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- F. The development shall meet all State and City Stream Buffer requirements.
- G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- H. Natural vegetation shall remain on the property until the issuance of a development permit.
- I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.
- J. All grassed areas shall be sodded.
- K. Underground utilities shall be provided throughout the development.
- L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- M. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- N. Outdoor storage shall be prohibited.
- O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

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

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of an adjacent and nearby property?**

The proposed development may be out of character for the area, which is developed with single-family detached residential uses, commercial retail and light industrial uses.

2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?**

Adverse impacts would be anticipated on nearby residential properties through the introduction of a high density multifamily development.

3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?**

The property has a reasonable economic use as currently zoned

4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?**

An increase in traffic, utilities usage, stormwater runoff, and the number of school-aged children could be anticipated from this request.

5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan?**

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Neighborhood Mixed Use Character Area. Policies for this Character Area encourage mixed-use developments at a maximum density of 24 units per acre. The proposed density of 34 units per acre, and lack of neighborhood serving commercial uses would not be consistent with the recommendation of the Comprehensive Plan.

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 Special Use proposal?**

This segment of the Grayson Highway corridor is characterized as a mix of single-family residential, commercial/retail and light industrial uses and zoning; a high-density multifamily development on approximately 4 acres may not be consistent with the established development and zoning pattern of the immediate vicinity.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Gordon Lawrence</u>	NAME: <u>Jeffery Threat</u>
ADDRESS: <u>265 W. Pike St. Ste. 1</u>	ADDRESS: <u>720 Ivy Lea Dr.</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Gordon Lawrence</u> PHONE: <u>770-682-8855</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>5th</u> REQUESTED ZONING DISTRICT: <u>5th</u>	
PARCEL NUMBER(S): <u>R5140 004</u> ACREAGE: <u>4.03</u>	
ADDRESS OF PROPERTY: <u>737 Grayson Hwy, Lawrenceville GA</u>	

Gordon Lawrence 6/22/2020
SIGNATURE OF APPLICANT DATE

Jeffery Threat 6/22/2020
SIGNATURE OF OWNER DATE

Gordon Lawrence

TYPED OR PRINTED NAME

Candice Hilliard 6/22/2020
NOTARY PUBLIC DATE

Jeffery Threat

TYPED OR PRINTED NAME

Candice Hilliard 6/22/2020
NOTARY PUBLIC DATE

CANDICE HILLIARD
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA

My Comm. Expires July 15, 2022

CANDICE HILLIARD
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA

My Comm. Expires July 15, 2022

Variance Application**Applicant****Applicant Name***

Gordon Lawrence

Property Owner**Property Owner Name***

Jeffery Threat

Address*

265 W. Pike St., Lawrenceville GA 30046

Address*

720 Ivy Lea Dr. Lawrenceville GA 30046

Telephone Number*

7706828855

Telephone Number*

4049856170

Contact Person**Contact Person Name***

Gordon Lawrence

Contact Person Phone Number*

7706828855

Contact Person Email*

mail@lawrencedesigngroup.com

Property in Question**Street Address***

737 Grayson Hwy. Lawrenceville GA

Property Identification Number (Tax Parcel Number)*

R5140 004

Present Zoning*

BG

Variance Requested*

TO ALLOW 4.03 AC. IN PLACE OF THE MINIMUM REQUIRED 10.0 AC. PER RM-24 DISTRICT DEVELOPMENT STANDARD.

Code Section*

0

Additional Variances Requested

Code Section

We are also rezoning this property. Current zoning is BG applying for zone RM24

Signature of Applicant*

Gordon Lawrence

Date*

08052020

I hereby certify that I have provided complete and accurate information above.

Notarized Signature

Date

mm/dd/yyyy

To be completed when submitting application in person.

Notary Public

Date

mm/dd/yyyy

Signature of Property Owner*

Jeffery Threat

Date*

08052020

I hereby certify that I have provided complete and accurate information above.

Notarized Signature

Date

mm/dd/yyyy

To be completed when submitting application in person.

Notary Public

Date

mm/dd/yyyy

Demonstrate the special conditions and circumstances that exist which are peculiar to the land, structure, or building for which the variance is being requested:*

We are wanting to build a mixed use building with apartments and retail space

Demonstrate that these special conditions or circumstances are unique to this property:*

N/A

Demonstrate that these special conditions or circumstances are not the result from actions of the applicant:*

N/A

Demonstrate that the variance requested is the minimum variance that will make possible the reasonable use of land, structure, or building:*

Without this variance the development will not be able to take place.

Demonstrate that the request is in harmony with the general purpose and intent of this ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare: *

We think this mixed use building will be a great asset to the city of Lawrenceville.

I do hereby agree to indemnify and defend the City of Lawrenceville should any litigation arise as a result of the variance being granted by the Lawrenceville Board of Zoning Appeals.

I realize and understand that when the City of Lawrenceville grants a variance it is agreeing to not enforce a city ordinance and that, as a result, the City incurs a risk of being sued due to the granting of the variance. I, therefore, agree that I will be responsible for all costs in the event litigation arises concerning the granting of a variance and will hold the City harmless for any expenses I incur to defend any claims on the granting of the variance.

Signature of Applicant*

Gordon Lawrence

Date*

08052020

By checking the "I agree" box, you agree and acknowledge that 1) your waiver form will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.*

☒ I agree



August 7, 2020

From: Gordon Lawrence, JC Threat
To: City of Lawrenceville Planning & Development
RE: Rezoning application
737 Grayson Hwy., Lawrenceville GA 30046

Greetings:

I am representing the owner of 737 Grayson Hwy (JC Threat) residential property. 737 Grayson Hwy is intended to become an apartment complex.

The proposed buildings for property 737 Grayson Hwy will have five identical four story 25,326 sf buildings per building. The height will be 61'. The materials will comply with all City of Lawrenceville Building Plan Review standards.

Apartments break down

- 56 – Studio apartment @ 550 sf per unit
- 48 – 1-bedroom apartment @ 825 sf per unit
- 16 – 2-bedroom apartments @ 1100 sf per unit
- 16 – 3-bedroom apartments @ 1375 sf per unit

Our request is to change zoning from BG to RM-24 for this property.

737 Grayson Hwy., Lawrenceville GA 30046 – To be developed – Apartments

Please review attached documents to show acreage, parking, elevations, floor plan, site plan & survey.

As indicated in the application, we feel that this commercial project is a good fit for Lawrenceville and offers no negative aspects for the community.

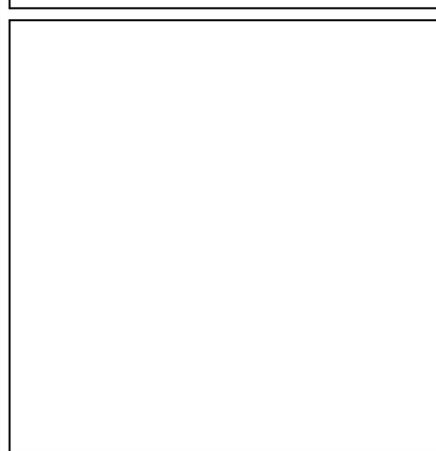
Thank you for your consideration

Gordon Lawrence

L
A
W
R
E
N
C
E

ARCHITECTURE

LAWRENCE
DESIGN GROUP
265 West Pike St, Suite 1
Lawrenceville, GA 30046
mail@LawrenceDesignGroup.com
770-662-8855



JC THREAT APARTMENTS
737 GRAYSON HIGHWAY
LAWRENCEVILLE, GA 30046
GWINNETT COUNTY

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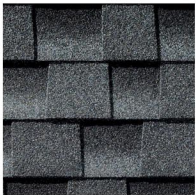
Issue	Date	Drawn By
1	6/19/20	GMH
2		
3		
4		
5		
6		
7		
8		

LDG Job # 2019-JCA (HWY20)

COLOR ELEVATIONS

2/2

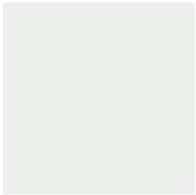
Roof Shingle Brand & Color: **GAF Timberline HD in Pewter Gray**



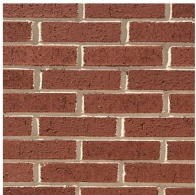
Trim Color (Stain or Paint): **PANTONE 17-1525 TPX Cedar Wood**



Board & Batten Paint Color: **PANTONE 11-4202 TPX Star White**



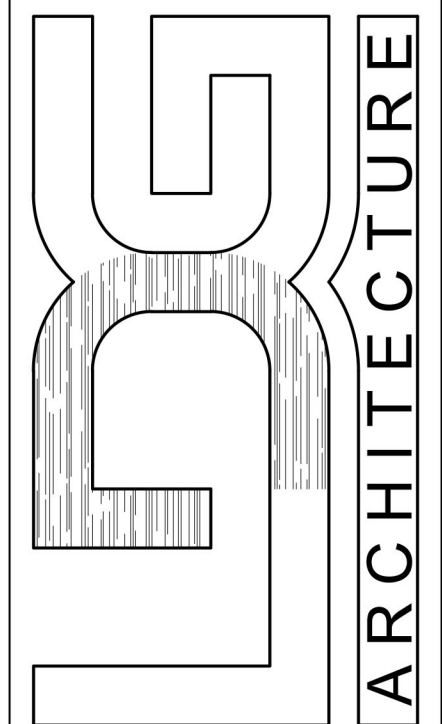
Brick Model & Color: **Cherokee Velour Burgundy, Modular Size**





6 3 BEDROOM BUILDING, SIDE ELEVATION, TYP. 1/8" = 1'

5 3 BEDROOM BUILDING, FRONT/REAR ELEVATION 1/8" = 1'



LAWRENCE
DESIGN GROUP
265 West Pike St, Suite 1
Lawrenceville, GA 30046
mail@LawrenceDesignGroup.com
770-662-8855

JC THREAT APARTMENTS
737 GRAYSON HIGHWAY
LAWRENCEVILLE, GA 30046
GWINNETT COUNTY

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written consent of
LAWRENCE DESIGN GROUP, Inc.

Professional Memberships:
AIA American Institute of Building Design
ASID American Society of Interior Design

Issue	Date	Drawn By
1	6/19/20	GMH
2		
3		
4		
5		
6		
7		
8		

LDG Job # 2019-JCA (HWY20)

COLOR ELEVATIONS



4 2 BEDROOM BUILDING, SIDE ELEVATION, TYP. 1/8" = 1'

3 2BEDROOM BUILDING, FRONT/REAR ELEVATION 1/8" = 1'



2 1BED/STUDIO BUILDING, SIDE ELEVATION, TYP. 1/8" = 1'

1 1BED/STUDIO BUILDING, FRONT/REAR ELEVATION 1/8" = 1'

REZONE REQUEST: CURRENTLY ZONED BG (GENERAL BUSINESS) REQUESTING RM-24 (MULTI FAMILY RESIDENTIAL DISTRICT) ZONING TO ALLOW FOR THE THREAT'S APARTMENTS DEVELOPMENT.

TOTAL SITE AREA = 4.03 ± ACRES

PROPOSED USE = 72 MULTI FAMILY DWELLING UNITS.

VARIANT REQUEST: TO ALLOW 4.03 AC. IN PLACE OF THE MINIMUM REQUIRED 10.0 AC. PER RM-24 DISTRICT DEVELOPMENT STANDARD.

RM-24 DEVELOPMENT STANDARDS:
MINIMUM LOT AREA = 10 AC.
MINIMUM LOT WIDTH = 100'
FRONT SETBACK = 50'
SIDE SETBACK = 25'
REAR SETBACK = 40'

MINIMUM HEATED FLOOT AREA:
STUDIO = 650 S.F.
1-BEDROOM = 800 S.F.
2-BEDROOM = 1,000 S.F.
3-BEDROOM = 1,200 S.F.

MAXIMUM LOT COVERAGE 60.0%
PROPOSED LOT COVERAGE 2.30 AC./57.07%
MAXIMUM BUILDING HEIGHT = 70'



SITE ANALYSIS	
TOTAL BUILDING	126,630 S.F.
16 - 3 BEDROOM UNITS	
16 - 2 BEDROOM UNITS	
48 - 1 BEDROOM UNITS	
56 - STUDIOS	
TOTAL AREA	4.03 AC.
ZONED	G-C
PARKING CALCULATION	
REQUIRED: 1.5 SP. / 1+ BEDROOMS UNIT	120 SPACES
1 SP. / STUDIO	56 SPACES
TOTAL REQUIRED	176 SPACES
TOTAL PROVIDED	178 SPACES



VICINITY MAP
N.T.S.

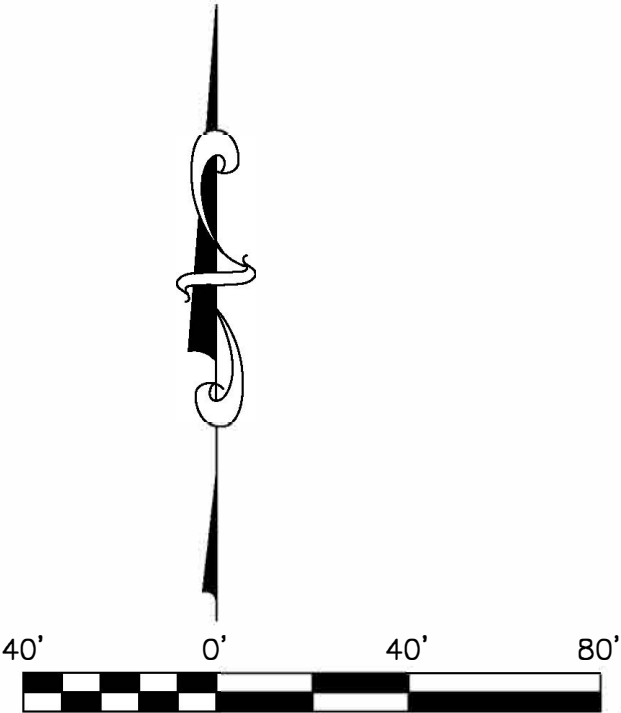
- LEGEND**
- R.B.F. = IRON RW SET WITH CAP STAMPED "ALCOVY"
 - L.P.S. = REBAR FOUND
 - C.M.F. = CONCRETE MONUMENT FOUND
 - O.T.P. = OPEN TOP PIPE
 - C.T.P. = CAPPED TOP PIPE
 - R.O.W. = RIGHT OF WAY
 - P.L. = PROPERTY LINE
 - C.L. = CENTER LINE
 B.S.L. = BUILDING SETBACK LINE | L.L. = LAND LOT | L.L.L. = LAND LOT LINE | G.M.D. = GEORGIA MILITIA DISTRICT | T.B.M. = TEMPORARY BENCH MARK | R. = RADIUS | CH. = CHORD | TAN. = TANGENT | N/O. = NOW OR FORMERLY | G.B. = GED BOOK | P.B. = PLAT BOOK | PA. = PAGE | D.E. = DRAINAGE EASEMENT | S.S.E. = SANITARY SEWER EASEMENT | F.F.E. = FINISHED FLOOR ELEVATION | M.H. = MANHOLE | DI. = DRAIN INLET | FI. = FIRE HYDRANT | LP. = LIGHT POLE | PP. = POWER POLE | PL. = POWER LINE | FL. = FENCE LINE | WL. = WATER LINE | GL. = GAS LINE | V. = VALVE | W. = WELL | (DISTANCE) = DEED OR PLAT CALL | P.O.C. = POINT OF COMMENCEMENT | P.O.B. = POINT OF BEGINNING |

SITE PLAN KEYED NOTES

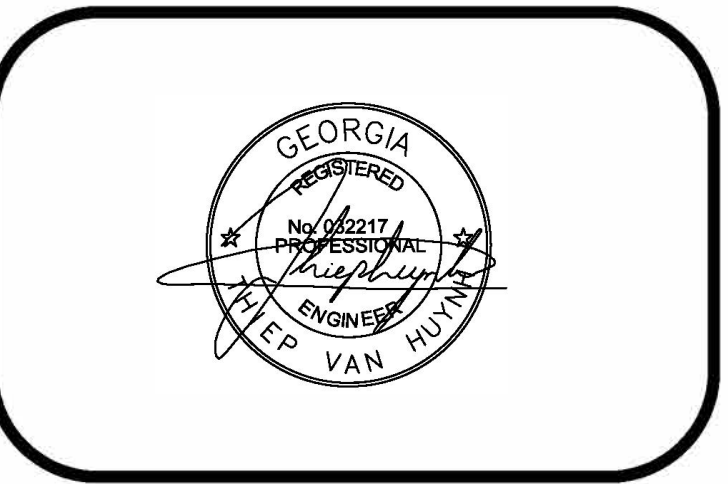
- (A) AREA STRIPED WITH SWSL/4"ACMP @ 45° AT 2'-0" O.C.
- (B) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET.
- (C) ACCESSIBLE RAMP. SEE DETAIL SHEET C6.2.
- (Da) 24" CONCRETE CURB AND GUTTER (TYPE A) TYPICAL. SEE DETAIL SHEET.
- (Db) 24" CONCRETE CURB AND GUTTER (TYPE B) TYPICAL. SEE DETAIL SHEET.
- (E) PAINTED DIRECTIONAL ARROW (TYPICAL). SEE DETAIL SHEET.
- (F) CONCRETE DUMPSTER PAD.
- (G) 4' CONCRETE SIDEWALK.
- (H) HANDICAP SIGN. SEE DETAIL SHEET.

TOTAL SITE AREA = 4.03 ACRES
TOTAL DISTURBED AREA = ** ACRES
THERE ARE STATE WATERS ON THE SITE.
THERE ARE NO NWI WETLAND ON SITE. UPON A SITE VISIT, THERE WERE NO VEGETATION WHICH INDICATES WETLANDS ON SITE.

GEORGIA811
www.Georgia811.com



ALCOVY
SURVEYING & ENGINEERING, INC.
P.O.C. TIP HUYNH, P.E.
2205 Highway 81 South
Loganville, Georgia 30052
Phone: 770-466-4002
Fax: 770-466-4296
tip@alcovyse.com
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REZONE REQUEST

PROPOSED THREAT'S APARTMENTS

PARCEL: R5140 004
LAND LOT: 140
DISTRICT: 5TH
737 GRAYSON HWY.
LAWRENCEVILLE, GA

DATE: 08/07/2020
SCALE: 1"=40'

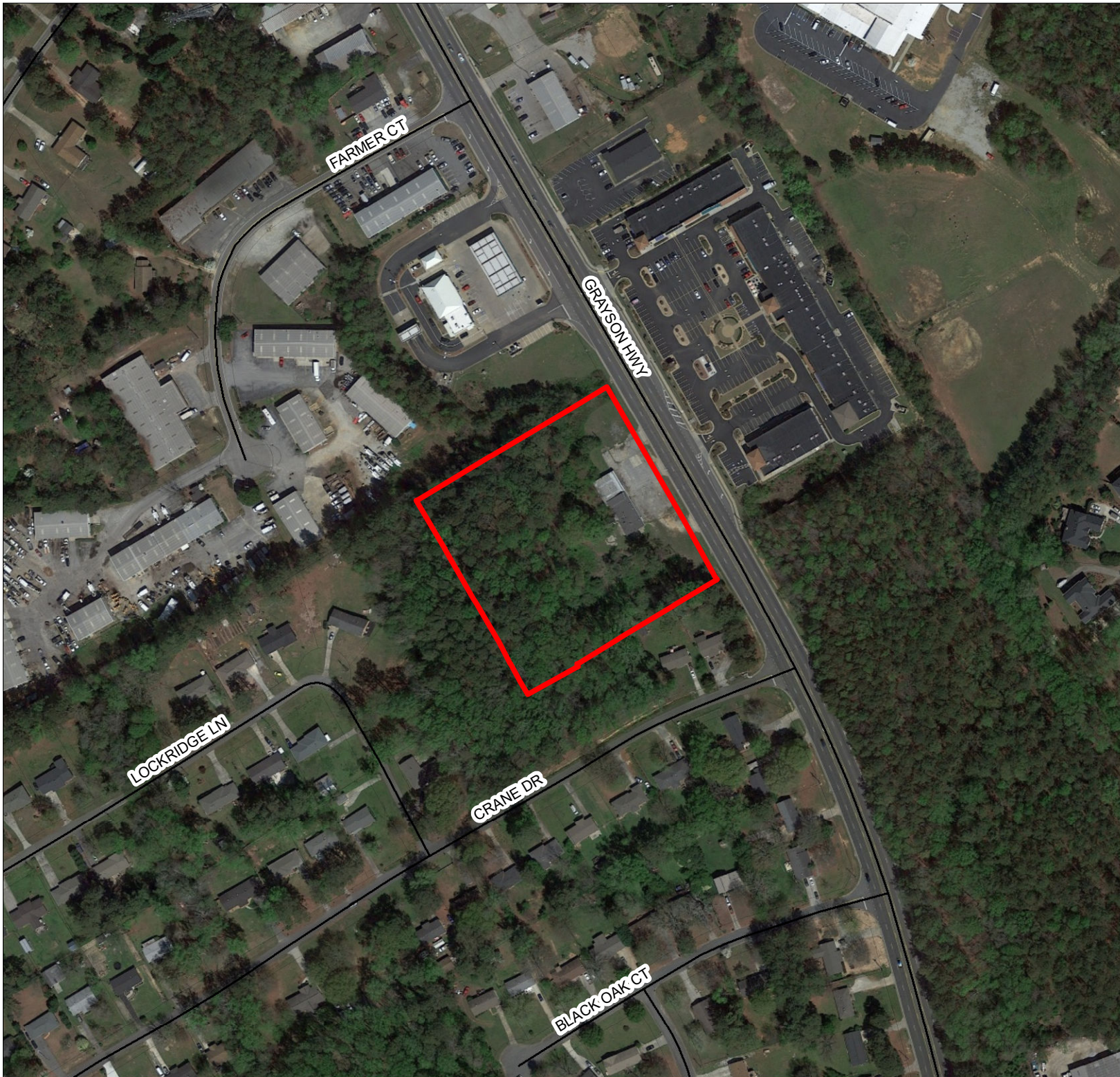
OWNER / DEVELOPER

JEFFERY C. THREAT
REBECCA S. THREAT
720 IVY LEA DRIVE
LAWRENCEVILLE, GA 30046

24 HOUR - EMERGENCY CONTACT
JEFFERY THREAT
404-985-6170
threatjc@yahoo.com

REVISIONS		
NO.	DATE	DESCRIPTION

JOB No. 18-174
RZ-1



15.

*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Area
File # RZM2020-00005

Applicant:
Lawrence Design Group,
c/o Gordon Lawrence

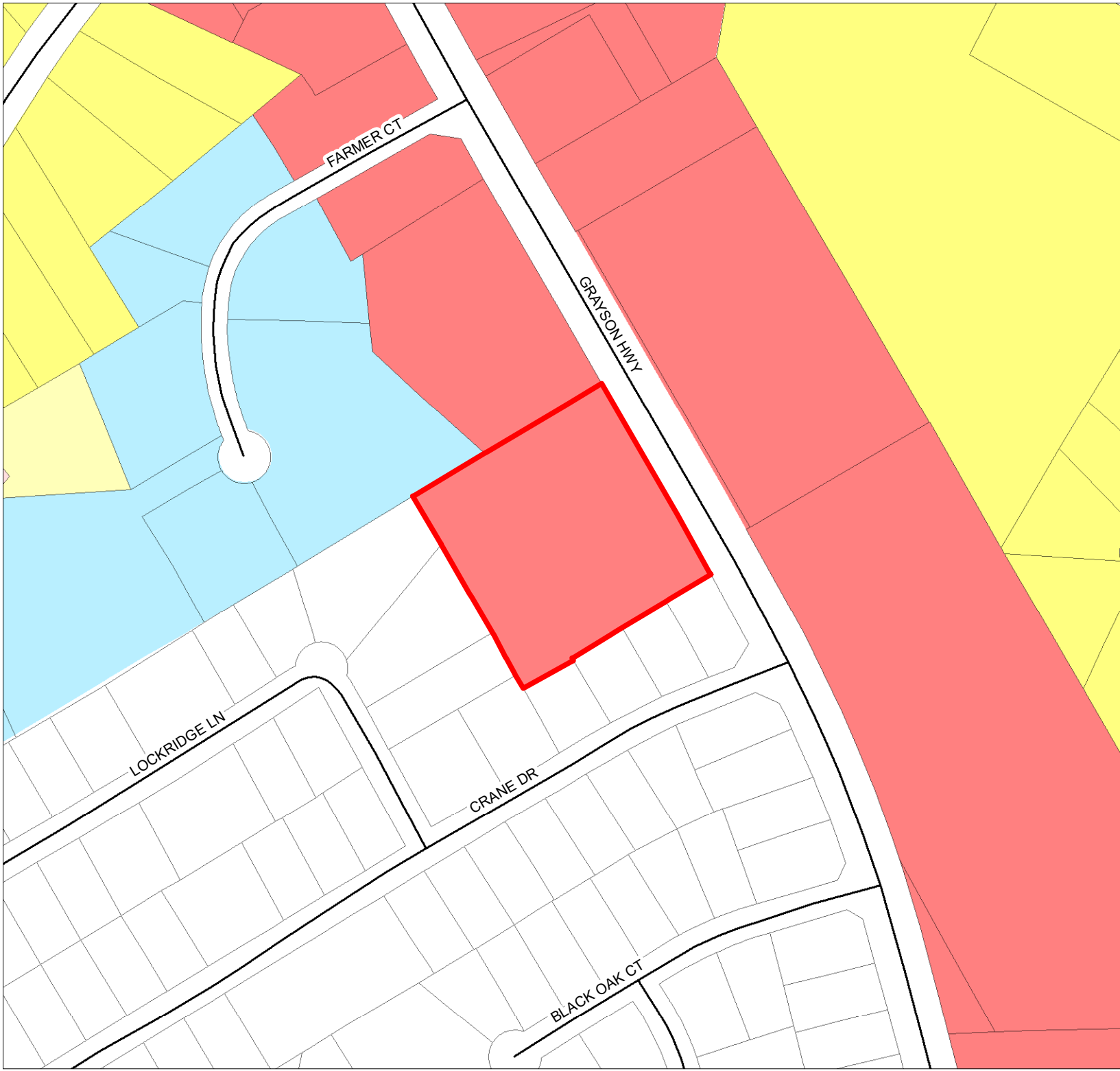
Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

Page 192



The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # RZM2020-00005

Applicant:
Lawrence Design Group,
c/o Gordon Lawrence

Legend

-  Subject Property
-  Parcels

Zoning Districts

-  BG General Business
-  LM Light Manufacturing
-  OI Office/Institutional
-  RS180 Single-Family Residence
-  RS150 Single-Family Residence
-  Roads



PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

RZM2020-00005

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

Approval as RM-24 (Multifamily Residential District) for a multifamily development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Multifamily apartment buildings and its associated accessory use structures.
 - B. The maximum number of units shall be 96.
2. To satisfy the following site development considerations:
 - A. The Minimum Lot Area shall be reduced to 4.03 acres.
 - B. The property shall be developed in general accordance with the submitted site plan, titled “Proposed Threat’s Apartments,” prepared by Alcovy Surveying and Engineering, Inc., dated August 7, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - C. The apartment buildings shall meet the RM-24 architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick or stacked stone on each elevation. The remainder of the elevation may be the same or of fiber cement shake or siding or architectural metal. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - D. Provide a 50-foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.

- E. Provide a 50-foot landscape setback along the western right-of-way of Grayson Highway. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- F. The development shall meet all State and City Stream Buffer requirements.
- G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- H. Natural vegetation shall remain on the property until the issuance of a development permit.
- I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.
- J. All grassed areas shall be sodded.
- K. Underground utilities shall be provided throughout the development.
- L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- M. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- N. Outdoor storage shall be prohibited.
- O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

RZM2020-00005 – DENIAL WITHOUT PREJUDICE

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

~~Approval as RM-24 (Multifamily Residential District) for a multifamily development, subject to the following enumerated conditions:~~

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~~A. Multifamily apartment buildings and its associated accessory use structures.~~

~~B. The maximum number of units shall be 96.~~

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~~D. Provide a 50 foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.~~

- ~~E. Provide a 50-foot landscape setback along the western right of way of Grayson Highway. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.~~
- ~~F. The development shall meet all State and City Stream Buffer requirements.~~
- ~~G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.~~
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- ~~J. All grassed areas shall be sodded.~~
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- ~~L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers or sign walkers shall be prohibited.~~
- ~~M. Lighting shall be contained in cut off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right of ways.~~
- ~~N. Outdoor storage shall be prohibited.~~
- ~~O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~
- ~~P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

RZM2020-00005 – DENIAL WITHOUT PREJUDICE

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~~A. Multifamily apartment buildings and its associated accessory use structures.~~

~~B. The maximum number of units shall be 96.~~

~~2. To satisfy the following site development considerations:~~

~~A. The Minimum Lot Area shall be reduced to 4.03 acres.~~

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- ~~G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.~~
- ~~H. Natural vegetation shall remain on the property until the issuance of a development permit.~~
- ~~I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right of way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.~~
- ~~J. All grassed areas shall be sodded.~~
- ~~K. Underground utilities shall be provided throughout the development.~~
- ~~L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers or sign walkers shall be prohibited.~~
- ~~M. Lighting shall be contained in cut off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right of ways.~~
- ~~N. Outdoor storage shall be prohibited.~~
- ~~O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~
- ~~P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~



LAWRENCEVILLE

GEORGIA

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

Item: RZM2020-00006; Lawrence Design Group; 150 Scenic Highway

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: Denial

Planning Commission Recommendation: Denial Without Prejudice

Summary: The applicant requests a rezoning from BG (General Business District) to CMU (Community Mixed Use District) to develop an apartment complex with commercial uses.

Attachments/Exhibits:

- RZM2020-00006_MUNICODE
- RZM2020-00006_REPORT
- RZM2020-00006_ATTACHMENTS
- RZM2020-00006_P&D RECOMMENDED CONDITIONS - 09182020
- RZM2020-00006_PC RECOMMENDED CONDITIONS - 10052020
- RZM2020-00006_CCWS RECOMMENDED CONDITIONS - 10142020

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING REPORT**

CASE NUMBER: RZM2020-00006
APPLICANT: GORDON LAWRENCE
CONTACT: GORDON LAWRENCE
PHONE NUMBER: 770.682.8855
ZONING CHANGE: BG TO CMU
LOCATION: 150 SCENIC HIGHWAY
PARCEL ID: R5147 230
ACREAGE: 3.99
PROPOSED DEVELOPMENT: MIXED-USE DEVELOPMENT
DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1960.

PROJECT DATA:

The applicant requests the rezoning of a 3.99-acre parcel from BG (General Business District) to CMU (Community Mixed-Use District) to allow a mixed-use development consisting of multifamily residential units and commercial/retail space. The subject property is located on the southeast right-of-way of Scenic Highway (a.k.a Ga. Hwy. 124), just southwest of its intersection with New Hope Road. The applicant is proposing a multifamily development on a parcel of land not meeting the minimum acreage requirement for the CMU zoning classification. The property is currently undeveloped and vacant.

The applicant is proposing to develop the property with three four-story buildings at an approximate building height of 60 feet, and consisting of approximately 60 apartment units at a gross density of 15 units per acre, and approximately 12 commercial/retail units totaling approximately 21,480 square feet. The plan proposes building facades consisting of materials of brick and stone with metal accents. Access to the proposed multifamily development would be via one curb cut along the Carver Circle. The proposed plan includes 114 parking spaces and associated driveways which is consistent with the minimum requirements for a mixed-use development. The site plan includes one stormwater management facility located near the northeast corner of the property, and proposes 2.39 acres of undisturbed common area

throughout the property. Additionally, the site contains two streams; which meander along the northern and eastern property lines. A variance to allow the reduction in minimum acreage and building height increase will be required for this request and may be approved by City Council with this request.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Downtown Character Area. This Character Area is intended to provide the highest intensity in terms of density, housing and mixture of uses, with a focus on design and character. The Character Area is intended to support a live-work-play lifestyle, with a variety of housing, employment, and entertainment options, and encourages smart parking solutions, rather than large surface lots. It appears the proposal may not be consistent with the citywide goals for improving land use, transportation, housing, economic development, and quality of life. Therefore, the request may be considered inconsistent with the policies of the City of Lawrenceville Comprehensive Plan.

The surrounding area is characterized by commercial, institutional, multifamily, mixed-use and single-family residential uses and zoning. To the north, across Scenic Highway, is the City of Lawrenceville Police Headquarters and the SouthLawn mixed-use development (SU-17-13), consisting of approximately 32 acres. SouthLawn includes a variety of housing options, commercial/retail space, an enhanced street grid system, and pedestrian connectivity to the Lawrenceville Lawn and Downtown Square. To the north and east, immediately adjacent to the subject property are BG zoned properties containing commercial/retail and service oriented uses. To the south and west, is the Oaks at New Hope multifamily development zoned RM-12 consisting of 12 acres, and the John J. Hood single-family subdivision and a neighborhood commonly referred to as Carver Circle zoned RS-150 (Single-Family Residential District). As proposed, the proposal may be perceived as being inconsistent with overall policies of the City of Lawrenceville Zoning Ordinance 2020; which is intended to promote sense of community, with a focus on design and character consistent with the precedent established by the City Council.

In conclusion, given the important and highly visible location of the proposal along Scenic Highway, the proposed development may not be consistent with the precedent established by the City Council relating to mixed-use projects in the Downtown area. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the rezoning request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

The property appears to contain stream buffers and floodplain. The proposed conceptual plan may require revision to show the appropriate stream buffer and floodplain areas. All stormwater best management practices will be applicable upon development permit issuance.

The number and locations of driveways are subject to State of Georgia Department of Transportation (GDOT) approval.

Standard deceleration lane with appropriate taper and adequate right-of-way may be required.

Demands imposed by the proposed development may require reinforcements or extensions of existing sewer mains. Any cost associated with such required reinforcements or extensions will be the responsibility of the development and will not be provided by this department.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

The availability records show the subject development is currently in vicinity of a 4-inch diameter polyethylene gas main with 60 psi pressure within the southeastern right-of-way of GA. Hwy. 124 (a.k.a. Scenic Highway).

WATER DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZM2020-00006

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

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

1. To restrict the use of the property as follows:
 - A. Multifamily apartment buildings and its associated accessory use structures.
 - B. The maximum number of units shall be 60.
2. To satisfy the following site development considerations:
 - A. The Minimum Lot Area shall be reduced to 3.99 acres.
 - B. The property shall be developed in general accordance with the submitted site plan, titled "Proposed Hwy. 124 Mixed Used Development," prepared by Alcovy Surveying and Engineering, Inc., dated August 7, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - C. The apartment buildings shall meet the CMU architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick and stacked stone with metal accents on each elevation. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - D. Provide a 50-foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.

- E. Landscaping abide by all applicable standards of the Zoning Ordinance, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- F. The development shall meet all State and City Stream Buffer requirements.
- G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- H. Natural vegetation shall remain on the property until the issuance of a development permit.
- I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.
- J. All grassed areas shall be sodded.
- K. Underground utilities shall be provided throughout the development.
- L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- M. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- N. Outdoor storage shall be prohibited.
- O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

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

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of an adjacent and nearby property?**

The proposed development may be out of character with the precedent established by the City Council relating to mixed-use developments.

2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?**

Adverse impacts would be anticipated on nearby residential properties through the introduction of .

3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?**

The property has a reasonable economic use as currently zoned

4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?**

An increase in traffic, utilities usage, stormwater runoff, and the number of school-aged children could be anticipated from this request.

5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan?**

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Downtown Character Area. Policies for this Character Area encourage mixed-use developments promoting a pedestrian connectivity and a sense of place. As proposed, the focus on design and character may not necessarily be consistent with the recommendation of the Comprehensive Plan.

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 Special Use proposal?**

As proposed, the development may be considered incompatible with the Zoning Ordinance and Comprehensive Plan, and therefore, may be inconsistent with the long range plans of the City.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Gordon Lawrence</u>	NAME: <u>Jeffery Threat</u>
ADDRESS: <u>265 W. Pike St. Ste. 1</u>	ADDRESS: <u>720 Ivy Lea Dr.</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Gordon Lawrence</u> PHONE: <u>770-682-8855</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>5th</u> REQUESTED ZONING DISTRICT: <u>5th</u>	
PARCEL NUMBER(S): <u>5147 230</u> ACREAGE: <u>3.99</u>	
ADDRESS OF PROPERTY: <u>150 Scenic Hwy, Lawrenceville GA</u>	

Gordon Lawrence 6/23/2020
SIGNATURE OF APPLICANT DATE

Jeffery Threat 6/23/2020
SIGNATURE OF OWNER DATE

Gordon Lawrence
TYPED OR PRINTED NAME

Jeffery Threat
TYPED OR PRINTED NAME

Candice Hilliard 6/23/2020
NOTARY PUBLIC DATE

Candice Hilliard 6/23/2020
NOTARY PUBLIC DATE

CANDICE HILLIARD
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA
My Comm. Expires July 15, 2022

CANDICE HILLIARD
NOTARY PUBLIC
GWINNETT COUNTY
STATE OF GEORGIA
My Comm. Expires July 15, 2022⁴

Variance Application**Applicant****Property Owner****Applicant Name***

Gordon Lawrence

Property Owner Name*

Jeffery Threat

Address*

265 W. Pike St., Lawrenceville GA 30046

Address*

720 Ivy Lea Dr. Lawrenceville GA 30046

Telephone Number*

7706828855

Telephone Number*

4049856170

Contact Person**Contact Person Name***

Gordon Lawrence

Contact Person Phone Number*

7706828855

Contact Person Email*

mail@lawrencedesigngroup.com

Property in Question**Street Address***

150 Scenic Hwy. Lawrenceville GA

Property Identification Number (Tax Parcel Number)*

5147230

Present Zoning*

BG

Variance Requested*TO ALLOW 3.99 AC. IN PLACE OF THE MINIMUM REQUIRED 5.0 AC. PER CMU
DISTRICT DEVELOPMENT STANDARD**Code Section***

0

Additional Variances Requested

Code Section

We are also rezoning this property. Current zoning is BG applying for zone CMU

Signature of Applicant*

Gordon Lawrence

Date*

08052020

I hereby certify that I have provided complete and accurate information above.

Notarized Signature

Date

mm/dd/yyyy

To be completed when submitting application in person.

Notary Public

Date

mm/dd/yyyy

Signature of Property Owner*

Jeffery Threat

Date*

08052020

I hereby certify that I have provided complete and accurate information above.

Notarized Signature

Date

mm/dd/yyyy

To be completed when submitting application in person.

Notary Public

Date

mm/dd/yyyy

Demonstrate the special conditions and circumstances that exist which are peculiar to the land, structure, or building for which the variance is being requested:*

We are wanting to build a mixed use building with apartments and retail space

Demonstrate that these special conditions or circumstances are unique to this property:*

N/A

Demonstrate that these special conditions or circumstances are not the result from actions of the applicant:*

N/A

Demonstrate that the variance requested is the minimum variance that will make possible the reasonable use of land, structure, or building:*

Without this variance the development will not be able to take place.

Demonstrate that the request is in harmony with the general purpose and intent of this ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare: *

We think this mixed use building will be a great asset to the city of Lawrenceville.

I do hereby agree to indemnify and defend the City of Lawrenceville should any litigation arise as a result of the variance being granted by the Lawrenceville Board of Zoning Appeals.

I realize and understand that when the City of Lawrenceville grants a variance it is agreeing to not enforce a city ordinance and that, as a result, the City incurs a risk of being sued due to the granting of the variance. I, therefore, agree that I will be responsible for all costs in the event litigation arises concerning the granting of a variance and will hold the City harmless for any expenses I incur to defend any claims on the granting of the variance.

Signature of Applicant*

Gordon Lawrence

Date*

08052020

By checking the "I agree" box, you agree and acknowledge that 1) your waiver form will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.*

☒ I agree



August 7, 2020

From: Gordon Lawrence, JC Threat
To: City of Lawrenceville Planning & Development
RE: Rezoning application
150 Scenic Hwy., Lawrenceville GA 30046

Greetings:

I am representing the owner of 150 Scenic Hwy (JC Threat) residential property. 150 Scenic Hwy is intended to become an apartment complex with retail centers on the first floor.

The proposed buildings for property 150 Scenic Hwy will have three identical four story 21,480 sf buildings with 4 retail spaces, 20 apartments per building. The height will be 60'. The materials will comply with all City of Lawrenceville Building Plan Review standards.

Retail spaces – 4 per building

- 2 units @ 1320 sf
- 2 units @ 1290 sf

Apartments break down per building

- 8 - Studio apartment @ 510 sf per unit
- 4 - 1-bedroom apartment @ 920 sf per unit
- 4 - 1- bedroom apartments @ 770 sf per unit
- 2 - 2-bedroom apartments @ 1280 sf per unit
- 2 - 3-bedroom apartments @ 1430 sf per unit

Our request is to change zoning from BG to CMU for this property.

150 Scenic Hwy., Lawrenceville GA 30046 – To be developed – Mixed use – Retail & Apartments

Please review attached documents to show acreage, parking, elevations, floor plan, site plan & survey.

As indicated in the application, we feel that this commercial project is a good fit for Lawrenceville and offers no negative aspects for the community.

Thank you for your consideration

Gordon Lawrence

Main Trim Paint/Stain: **PANTONE 19-0912 TPX Chocolate Brown**



Secondary Trim Metal: **Aluminum with Clear Anodized Finish**



Siding Paint Color: **PANTONE 11-0507 TCX Winter White**



Brick Model & Color: **Cherokee Velour Modular Size in Sahara Blend**



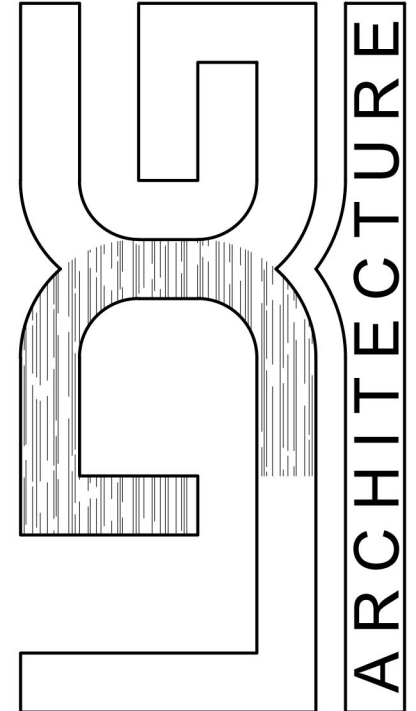
Stone Model & Color: **Echelon Hillcrest Stone Thin Veneer in Alpine**



2 SIDE ELEVATION
1/8" = 1'



1 FRONT ELEVATION
1/8" = 1'



LAWRENCE
DESIGN GROUP
265 West Pike St, Suite 1
Lawrenceville, GA 30046
mail@LawrenceDesignGroup.com
770-882-8855

JC THREAT APARTMENTS
150 SCENIC HIGHWAY
LAWRENCEVILLE, GA 30046
CITY OF LAWRENCEVILLE

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Professional Memberships:
AIA American Institute of Building Design
ASID American Society of Interior Design

Issue	Date	Drawn By
1	6/25/20	GMH
2		
3		
4		
5		
6		
7		
8		

LDG Job # 2019-JCA (DTWN)

COLOR ELEVATIONS

REZONE REQUEST: CURRENTLY ZONED BG (GENERAL BUSINESS) REQUESTING CMU(COMMUNITY MIXED USE DISTRICT) ZONING TO ALLOW FOR THE HWY. 124 MIXED USED DEVELOPMENT.

TOTAL SITE AREA = 3.99 ± ACRES

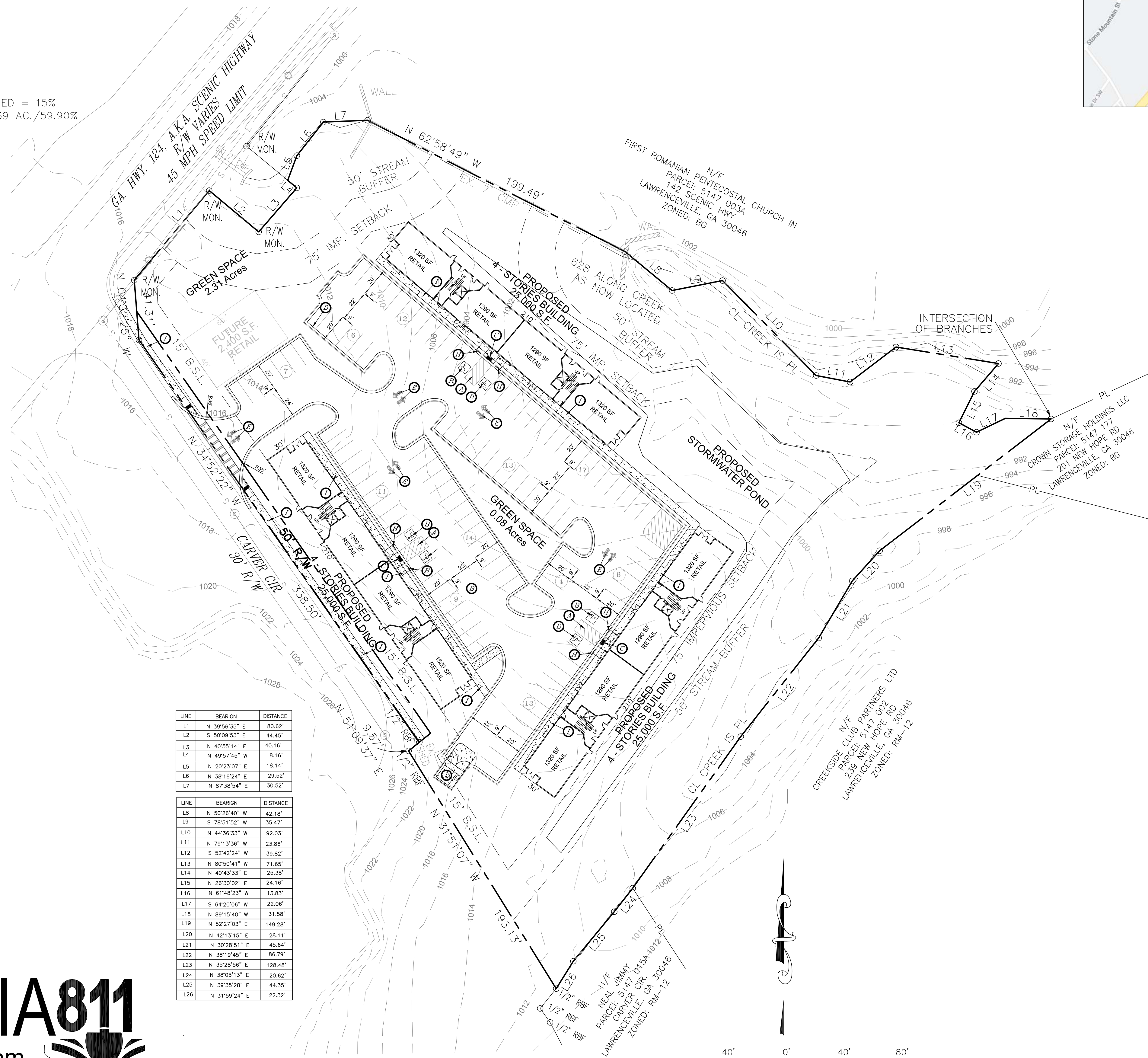
PROPOSED USE = 12 RETAIL UNITS.

VARIANT REQUEST: TO ALLOW 3.99 AC. IN PLACE OF THE MINIMUM REQUIRED 5.0 AC. PER CMU DISTRICT DEVELOPMENT STANDARD.

DEVELOPMENT STANDARDS:
MINIMUM LOT AREA = 5.0 AC.
ROAD FRONTAGE = 40'/LOT
MAXIMUM HEIGHT 45'

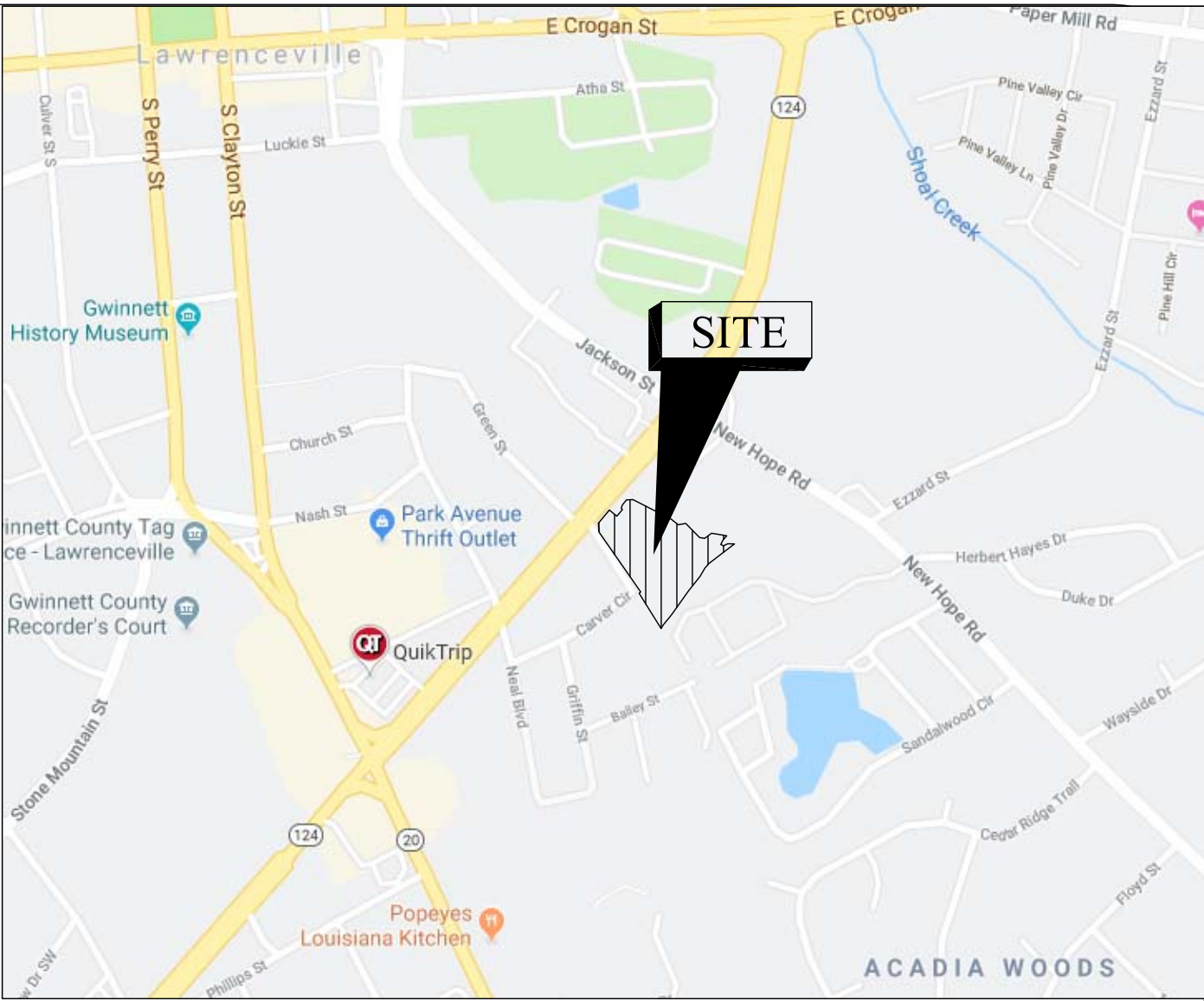
FRONT SETBACK = 5-15'
SIDE SETBACK = 10-20'
REAR SETBACK = 25-40'

MINIMUM GREEN/Common SPACE REQUIRED = 15%
GREEN/Common SPACE PROVIDED = 2.39 AC./59.90%



LINE	BEARIGN	DISTANCE
L1	N 39°56'35" E	80.62'
L2	S 50°09'53" E	44.45'
L3	N 40°55'14" E	40.16'
L4	N 49°57'45" W	8.16'
L5	N 20°23'07" W	18.14'
L6	N 38°16'24" E	29.52'
L7	N 87°36'54" E	30.52'

LINE	BEARIGN	DISTANCE
L8	N 50°26'40" W	42.18'
L9	S 78°51'52" W	35.47'
L10	N 44°36'33" W	92.03'
L11	N 79°13'36" W	23.86'
L12	S 52°42'24" W	39.82'
L13	N 80°50'41" W	71.65'
L14	N 40°43'33" E	25.38'
L15	N 26°30'02" E	24.16'
L16	N 61°48'23" W	13.83'
L17	S 64°20'06" W	22.06'
L18	N 89°15'40" W	31.58'
L19	N 52°27'03" E	149.28'
L20	N 42°13'15" E	28.11'
L21	N 30°28'51" E	45.64'
L22	N 38°19'45" E	86.79'
L23	N 35°28'56" E	128.48'
L24	N 38°05'13" E	20.62'
L25	N 39°35'28" E	44.35'
L26	N 31°59'24" E	22.32'



VICINITY MAP
N.T.S.

SITE PLAN KEYED NOTES

- (A) AREA STRIPED WITH SWSL/4"ACMP @ 45° AT 2'-0" O.C.
- (B) ACCESSIBLE PARKING SPACE TYPICAL.
- (C) ACCESSIBLE RAMP.
- (D) 24" CONCRETE CURB AND GUTTER TYPICAL. SEE DETAIL SHEET D-1.
- (E) PAINTED DIRECTIONAL ARROW (TYPICAL). SEE DETAIL SHEET D-1.
- (F) PROPOSED 6" RAISED CROSS WALK
- (G) 2' CONCRETE FLUME
- (H) HANDICAP SIGN. SEE DETAIL SHEET.
- (I) 5' CONCRETE SIDEWALK
- (J) PROPOSED RETAINING WALL
- (K) CROSSWALK STRIPING

SITE ANALYSIS

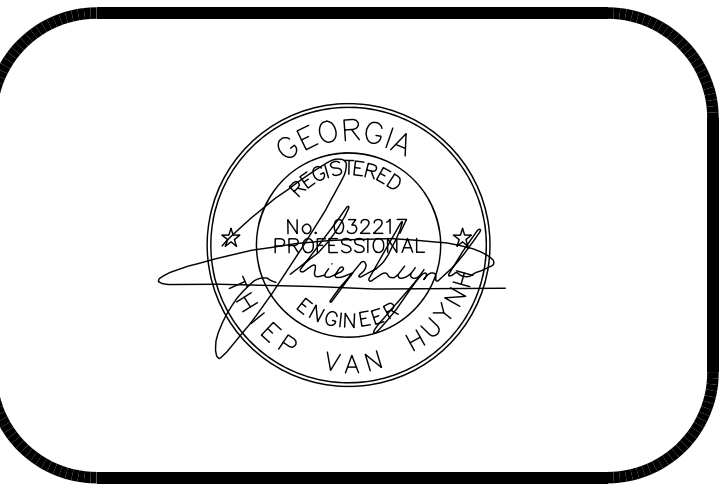
TOTAL BUILDING	66,840 S.F.
RETAIL	18,060 S.F.
RESIDENTIAL	60 UNITS
TOTAL AREA	3.99 AC.
ZONED	BG

PARKING CALCULATION	
RETAIL 1 SP. / 400 S.F.	46 SPACES
1.5 SP./ DWELLING UNIT	90 SPACES
TOTAL REQUIRED	136 SPACES
H.C. SPACES REQ.	6 SPACES
H.C. SPACES PROVIDED	6 SPACES
PROP. SHARE PARKING AGREEMENT REDUCTION	-22 SPACES
TOTAL REQUIRED / REDUCTION	114 SPACES
TOTAL PROVIDED	114 SPACES

P.O.C. TIP HUYNH, P.E.
2205 Highway 81 South
Lawrenceville, Georgia 30052
Phone: 770-466-4002
Fax: 770-466-4296
tip@alcovyse.com

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REZONE REQUEST

PROPOSED HWY. 124 MIXED USED DEVELOPMENT

PARCEL: 5147 230

LAND LOT: 147

DISTRICT: 5TH

150 SCENIC HWY.

CITY OF LAWRENCEVILLE, GA

DATE: 08/07/2020

SCALE: 1" = 40'

OWNER / DEVELOPER

JEFFERY C. THREAT
REBECCA S. THREAT
150 SCENIC HWY.
LAWRENCEVILLE, GA 30046

24 HOUR - EMERGENCY CONTACT
JEFFERY THREAT
404-985-6170
threatjc@yahoo.com

REVISIONS		
NO.	DATE	DESCRIPTION

JOB No. # 19-140

RZ-1



16.

The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Area
File # RZM2020-00006

Applicant:
Gordon Lawrence

Legend

-  Subject Property
-  Parcels
-  Roads





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # RZM2020-00006

Applicant:
Gordon Lawrence

Legend

Subject Property

Parcels

Roads

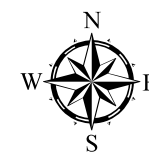
ZONING

BG General Business

OI Office Institutional

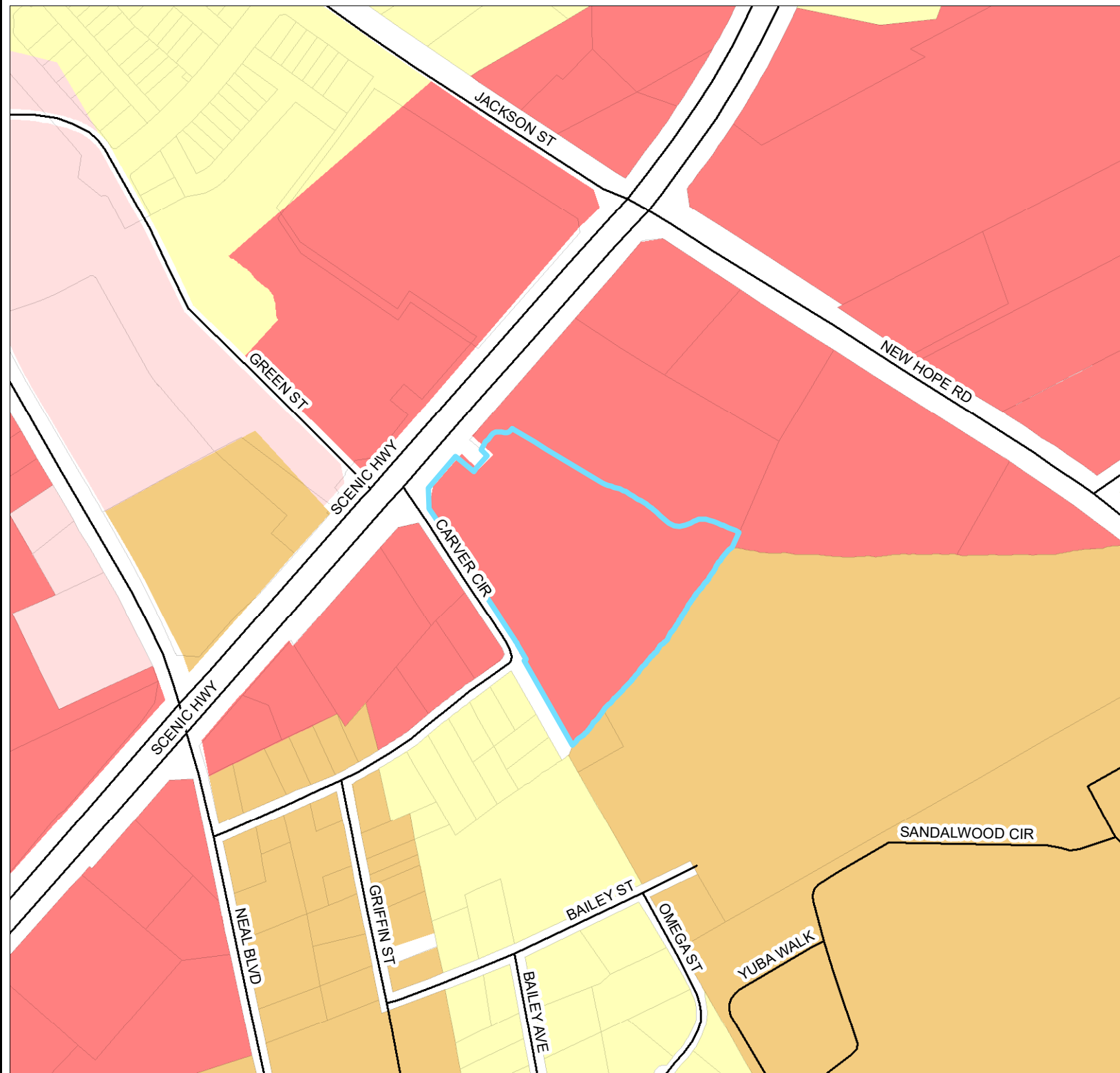
RM-12 General Residence

RS150 Single-Family Residence



0 75 150

Page 215



PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

RZM2020-00006

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

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

1. To restrict the use of the property as follows:
 - A. Multifamily apartment buildings and its associated accessory use structures.
 - B. The maximum number of units shall be 60.
2. To satisfy the following site development considerations:
 - A. The Minimum Lot Area shall be reduced to 3.99 acres.
 - B. The property shall be developed in general accordance with the submitted site plan, titled "Proposed Hwy. 124 Mixed Used Development," prepared by Alcovy Surveying and Engineering, Inc., dated August 7, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - C. The apartment buildings shall meet the CMU architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick and stacked stone with metal accents on each elevation. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - D. Provide a 50-foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.

- E. Landscaping abide by all applicable standards of the Zoning Ordinance, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- F. The development shall meet all State and City Stream Buffer requirements.
- G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- H. Natural vegetation shall remain on the property until the issuance of a development permit.
- I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.
- J. All grassed areas shall be sodded.
- K. Underground utilities shall be provided throughout the development.
- L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- M. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- N. Outdoor storage shall be prohibited.
- O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

RZM2020-00006 – DENIAL WITHOUT PREJUDICE

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

~~Approval as CMU (Community Mixed-Use District) for a Mixed-Use development, subject to the following enumerated conditions:~~

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

~~A. Multifamily apartment buildings and its associated accessory use structures.~~

~~B. The maximum number of units shall be 60.~~

~~2. To satisfy the following site development considerations:~~

~~A. The Minimum Lot Area shall be reduced to 3.99 acres.~~

~~B. The property shall be developed in general accordance with the submitted site plan, titled "Proposed Hwy. 124 Mixed Used Development," prepared by Alcovy Surveying and Engineering, Inc., dated August 7, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.~~

~~C. The apartment buildings shall meet the CMU architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick and stacked stone with metal accents on each elevation. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.~~

~~D. Provide a 50-foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.~~

- ~~E. Landscaping abide by all applicable standards of the Zoning Ordinance, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.~~
- ~~F. The development shall meet all State and City Stream Buffer requirements.~~
- ~~G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.~~
- ~~H. Natural vegetation shall remain on the property until the issuance of a development permit.~~
- ~~I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right of way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.~~
- ~~J. All grassed areas shall be sodded.~~
- ~~K. Underground utilities shall be provided throughout the development.~~
- ~~L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers or sign walkers shall be prohibited.~~
- ~~M. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.~~
- ~~N. Outdoor storage shall be prohibited.~~
- ~~O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~
- ~~P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

RZM2020-00006 – DENIAL WITHOUT PREJUDICE

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

~~Approval as CMU (Community Mixed-Use District) for a Mixed-Use development, subject to the following enumerated conditions:~~

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

~~A. Multifamily apartment buildings and its associated accessory use structures.~~

~~B. The maximum number of units shall be 60.~~

~~2. To satisfy the following site development considerations:~~

~~A. The Minimum Lot Area shall be reduced to 3.99 acres.~~

~~B. The property shall be developed in general accordance with the submitted site plan, titled "Proposed Hwy. 124 Mixed Used Development," prepared by Alcovy Surveying and Engineering, Inc., dated August 7, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.~~

~~C. The apartment buildings shall meet the CMU architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. All elevations of all structures shall have majority exterior treatments of brick and stacked stone with metal accents on each elevation. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.~~

~~D. Provide a 50-foot wide natural undisturbed buffer along the south and west property line, immediately adjacent to residentially zoned properties. Required buffers shall be void of any encroachments. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.~~

- ~~E. Landscaping abide by all applicable standards of the Zoning Ordinance, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate. Required landscape setbacks shall be void of all encroachments, except for a point of access. Final landscaping design shall be subject to review and approval of the Planning and Development Department.~~
- ~~F. The development shall meet all State and City Stream Buffer requirements.~~
- ~~G. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.~~
- ~~H. Natural vegetation shall remain on the property until the issuance of a development permit.~~
- ~~I. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right of way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brickstone or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Director.~~
- ~~J. All grassed areas shall be sodded.~~
- ~~K. Underground utilities shall be provided throughout the development.~~
- ~~L. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers or sign walkers shall be prohibited.~~
- ~~M. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.~~
- ~~N. Outdoor storage shall be prohibited.~~
- ~~O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~
- ~~P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~



LAWRENCEVILLE

GEORGIA

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

Item: RZM2020-00007 & SUP2020-00040; Lawrenceville Land Holdings, LLC;
rear of 415 Sandringham

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: Approval with Conditions

Department Recommendation: Approval with Planning Commission recommended Conditions

Summary: The applicant requests a rezoning from RS-180 (Single-Family Residence District) to RM-8 (Townhouse Residential District) to clean up the jagged edge corner created by the proposed rezoning of the City Enclave, LLC property off Gwinnett Drive.

Attachments/Exhibits:

- RZM2020-00007 SUP2020-00040_MUNICODE
- RZM2020-00007 SUP2020-00040_REPORT
- RZM2020-00007 SUP2020-00040_ATTACHMENTS
- RZM2020-00007 SUP2020-00040_P&D RECOMMENDED CONDITIONS - 09182020
- RZM2020-00007 SUP2020-00040_PC RECOMMENDED CONDITIONS - 10052020
- RZM2020-00007 SUP2020-00040_CCWS RECOMMENDED CONDITIONS - 10142020

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING

CASE NUMBER	RZM2020-00007 & SUP2020-00040
APPLICANT	UNIVERSAL PLANNING AND DEVELOPMENT, LLC c/o ERIC JOHANSEN
CONTACT	ERIC JOHANSEN
PHONE NUMBER	678.571.4843
ZONING CHANGE	RS-180 TO RM-8
LOCATION	REAR SECTION OF 415 SANDERINGHAM LANE
PARCEL ID	R5141 285
ACREAGE	0.065 (2,854 SQUARE FEET)
PROPOSED DEVELOPMENT	ADDING LAND TO THE PROPOSED 66-UNIT TOWNHOUSE DEVELOPMENT, WITH A SPECIAL USE PERMIT ALLOWING FRONT ENTRY UNITS
DEPARTMENT RECOMMENDATION	APPROVAL OF RZM2020-00004 AS RM-8 WITH CONDITIONS; DENIAL WITHOUT PREJUDICE OF SUP2020-00040 ALLOWING FRONT ENTRY UNITS

ZONING HISTORY:

In 1980s, the property was zoned RS-180 (Single-Family Residence 18,000 square feet District) and developed as part of a subdivision.

PROJECT DATA:

The applicant requests rezoning of a 0.065-acre parcel from RS-180 (Single-Family Residence 18,000 square feet District) to RM-8 (Townhome Residential District) zoning to construct a 66-unit townhouse development. The subject property section is the rear of 415 Sanderingham Lane, to complete the overall development request of RZM2020-00004. The section of the property is graded, with natural vegetation.

The applicant proposes to add the 0.065 acres to be able to construct 66 rear entry townhouses. The townhouses would be attached with a maximum of eight units per building. Access to the development would be via an existing cut on Gwinnett Drive; with a monument sign located at the entrance. All units would have the required 2-car garages. The concept plan shows 44 parking spaces are proposed for guests and resident overflow parking. This development is intended to be a gated community. Per the concept plan, there is an existing master detention pond intended for both the townhouses and the previously developed City Enclave Phase 1 development (office buildings) to the northwest of the property. Three community open spaces are proposed which make up the required 15-percent open space, totaling 1.19 acres. The applicant is proposing several considerations by the City Council that would require variances that may be approved at the time of the rezoning approval should the City Council decide to approve the request. The considerations are as follows:

- Encroachment into the front setback by 15 feet along Gwinnett Drive.
- Allow the existing 25-foot buffer along the western property line adjacent to the Martin Farm Subdivision to remain as is. This buffer had been approved to be re-graded and re-planted per case RZ-06-11.
- Buffer reduction on the southern property line from the required 50-foot buffer to a 25-foot buffer adjacent to the Windsor Forest Subdivision that would be re-graded and replanted with evergreens to match the existing buffer on the western property line.
- The applicant seeks permission for all roads internal to the development to be private streets and not require right-of-way.

The property lies within the Community Mixed Use Character Area of the 2040 Comprehensive Plan and Future Development Map. The Community Mixed Use Character Area is intended to recognize the redevelopment and infill opportunities within the City. The character area accommodates a diversity of development types and density. The emphasis for this character area is on connectivity between areas and access to areas that are developed as shopping centers, with the priority for beautiful landscape and the revitalization of older vacant structures or under-utilized lots. The proposed development may offer opportunities for a healthy lifestyle due to the close proximity of shopping centers that offer grocery stores, retail, and a gym. The rear entry townhouses may encourage and increase walkability in the area for the future residents. Rezoning the property to RM-8 would add diversity to the density in the area and possibly help reduce speed limits on Gwinnett Drive. Therefore, the proposed zoning may result in a development consistent with the existing land uses and zoning in the immediate area.

The surrounding area is characterized by residential uses with single-family, office institutional and commercial developments. Immediately to the north across Gwinnett Drive are undeveloped properties and a place of worship zoned BG (General Business District). Adjacent

to the east, is a shopping center also zoned BG, with uses such as a grocery store, Gwinnett County Health Department and restaurants. Immediately adjacent to the south are subdivisions Martin Farm and Windsor Forest, zoned RS-180 (Single-Family Residence District). To the west of the property is the developed phase 1 of the original City Enclave proposal for office buildings zoned OI (Office Institutional District). Reducing the zoning district to a lower intensity such as RM-8 between office and commercial uses will serve as an opportunity to provide the live, work, play experience to future residents.

Given the aforementioned factors, the Planning and Development Department recommendation is for **APPROVAL WITH CONDITIONS** of the requested rezoning, and **DENIAL WITHOUT PREJUDICE** of the requested Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

RZM2020-00007:

Approval as RM-8 (Townhome Residential District) for a townhouse development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Abide by all conditions of RZM2020-00004
 - B. Single-family attached dwellings.
 - C. The maximum number of units shall be sixty-six (66).
 - D. The building facades shall meet the RM-8 architectural standards set forth in the Zoning Ordinance and shall be in general accordance with the architectural elevation examples presented at the 09/28/2020 City Council meeting.
 - E. All dwellings shall have a double-car garage.
 - F. All units adjacent to Gwinnett Drive shall be three (3) stories in overall height, as measured from the rear entry garages. The remaining interior rear entry units on the property can be either two (2) stories or three (3) stories.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. All grassed areas on dwelling lots shall be sodded.
 - C. Underground utilities shall be provided throughout the development.
 - D. Encroachment into the front setback by by fifteen (15) feet is permitted, allowing for a ten (10) foot front yard setback along Gwinnett Drive.
 - E. Encroachment into the rear residential buffers along all adjacent residential property lines by twenty-five (25) feet is permitted. The remaining twenty-five (25) foot residential buffers along all adjacent residential property lines are

permitted to be re-graded and re-planted, as necessary, to allow for the grading of the proposed townhouse development. Retaining Walls, if necessary, can be constructed at the interior edge of the twenty-five (25) re-graded and re-planted residential buffers.

- F. The property shall be gated with interior private streets permitted.
- G. One (1) full access curb cut onto Gwinnett Drive shall be permitted to serve the proposed townhouse development.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00040:

Denial without Prejudice of a Special Use Permit allowing 27 Front Entry Townhouse Units, subject to the following enumerated conditions:

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?** *The area is characterized by single-family, office institutional and commercial developments.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Lawrenceville Land Holdings, LLC</u>	NAME: <u>Michael Joseph Longo</u>
ADDRESS: <u>6083 Shadburn Ferry Road</u>	ADDRESS: <u>415 Sandringham Lane</u>
CITY: <u>Buford</u>	CITY: <u>Atlanta</u>
STATE: <u>GA</u> ZIP: <u>30518</u>	STATE: <u>GA</u> ZIP: <u>31145</u>
CONTACT PERSON: <u>Eric Johansen, Agent for Applicant</u> PHONE: <u>678-571-4843 cell</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>RS-180</u> REQUESTED ZONING DISTRICT: <u>RM-8</u>	
PARCEL NUMBER(S): <u>Gwinnett County Tax Parcel: R5141 285</u> ACREAGE: <u>+/- 0.065 AC (2,854 SF)</u> ** Remaining property will be at least 18,000SF after subdivision **	
ADDRESS OF PROPERTY: <u>415 Sandringham Lane, Lawrenceville, GA 30046</u>	

[Signature] 09.04.20
SIGNATURE OF APPLICANT DATE

[Signature] 9/4/2020
SIGNATURE OF OWNER DATE

John B. Williams, Manager
TYPED OR PRINTED NAME

Michael Joseph Longo
TYPED OR PRINTED NAME

[Signature] 9/4/2020
NOTARY PUBLIC DATE
FREDERICK JOHANSEN
COMMISSION EXPIRES
MAY 16, 2021
GWINNETT COUNTY GEORGIA

[Signature] 9/4/2020
NOTARY PUBLIC DATE
FREDERICK JOHANSEN
COMMISSION EXPIRES
MAY 16, 2021
GWINNETT COUNTY GEORGIA

City of Lawrenceville, Georgia • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org

Lawrenceville Land Holdings, LLC
6083 Shadburn Ferry Road
Buford, GA 30518

September 4, 2020

Mayor David Still
Mayor Pro Tem Robert Clark, Post 3
Council Member Glenn Martin, Post 1
Council Member Victoria Jones, Post 2
Council Member Keith Roche, Post 4
70 South Clayton Street
Lawrenceville, GA 30046

**Re: Letter of Intent for Rezoning Application and Special Use Permit Application
City Enclave Townhouses located on Gwinnett Drive (the "Project")
Gwinnett County Tax Parcels: 5141 328, 5141 327, 5141 316, and 5141 285 (the
"Property")
City of Lawrenceville, GA (the "City")**

Mayor Still and City Council Members,

Universal Planning and Development, LLC ("Universal") is submitting this Rezoning Application (the "Application") on behalf of Lawrenceville Land Holdings, LLC (the "Applicant"), for a **change in zoning from RS-180 to RM-8** on Gwinnett County Tax Parcels 5141 285, see Exhibit "A", consisting of approximately ± 0.065 acres of land from Michael Joseph Longo residing at 415 Sandringham Lane, Lawrenceville, GA 30046. This request is to clean up the jagged edge corner created by the proposed rezoning of the City Enclave, LLC property and the JDN Development Company property whereby at their intersection, they form a hard 90-degree angle corner. The **Applicant is the Contract Purchaser** of the Property subject to the successful rezoning and land disturbance permitting for intended land use of Residential Townhouses on the Property.

The Applicant and the Longo's have reached an agreement to purchase a small portion of the rear of their property that will permit the City Enclave townhouse project to become more parallel to Gwinnett Drive, create a better vegetative buffer for the Longo family, and will permit the addition of two (2) more residential townhouses bringing the total number of residential townhouses on the Property to sixty five (65) units.

The Applicant is asking the City to place the same conditions of zoning upon this Application as that of RZM2020-00004 and SUP2020-00035 so that the overall Project is consistent. The total number of acres of land within the Property including this Application is approximately ± 8.003 acres for the Project. Additionally, the Applicant will work with the Longo's and the City to create an exemption plat for the Longo property that will leave a remaining land area of at least 18,000 square feet to be compliant with the underlying zoning designation of RS-180 for that same property.

We respectfully request the approval of our proposal to change the zoning of the Property from RS-180 to RM-8 for the inclusion of this land into the overall City Enclave Project. Should you need any additional information please reach out to me via email at eric@universalplanningllc.com or by phone at (678) 571-4843.

Thank you for your consideration,



Eric Johansen, RLA
Universal Planning and Development, LLC
Agent for the Applicant

cc: Lawrenceville Land Holdings, LLC
 Scott Hoopes, Mills and Hoopes, LLC
 File

Exhibit "A"
Longo Property
Gwinnett County Tax Parcels: 5141 285

CITY ENCLAVE TOWNHOUSES

REZONING SITE PLAN FOR: A RESIDENTIAL DEVELOPMENT

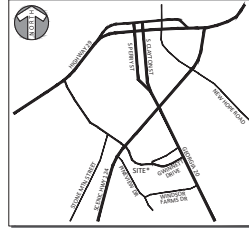
PROJECT CONTACT

ERIC JOHANSEN
(678) 571-4843 cell
eric@universalplanningllc.com

ZONING CHANGE

EXISTING=O-I & BG & RS-180
PROPOSED = RM-8

SITE MAP (NTS)

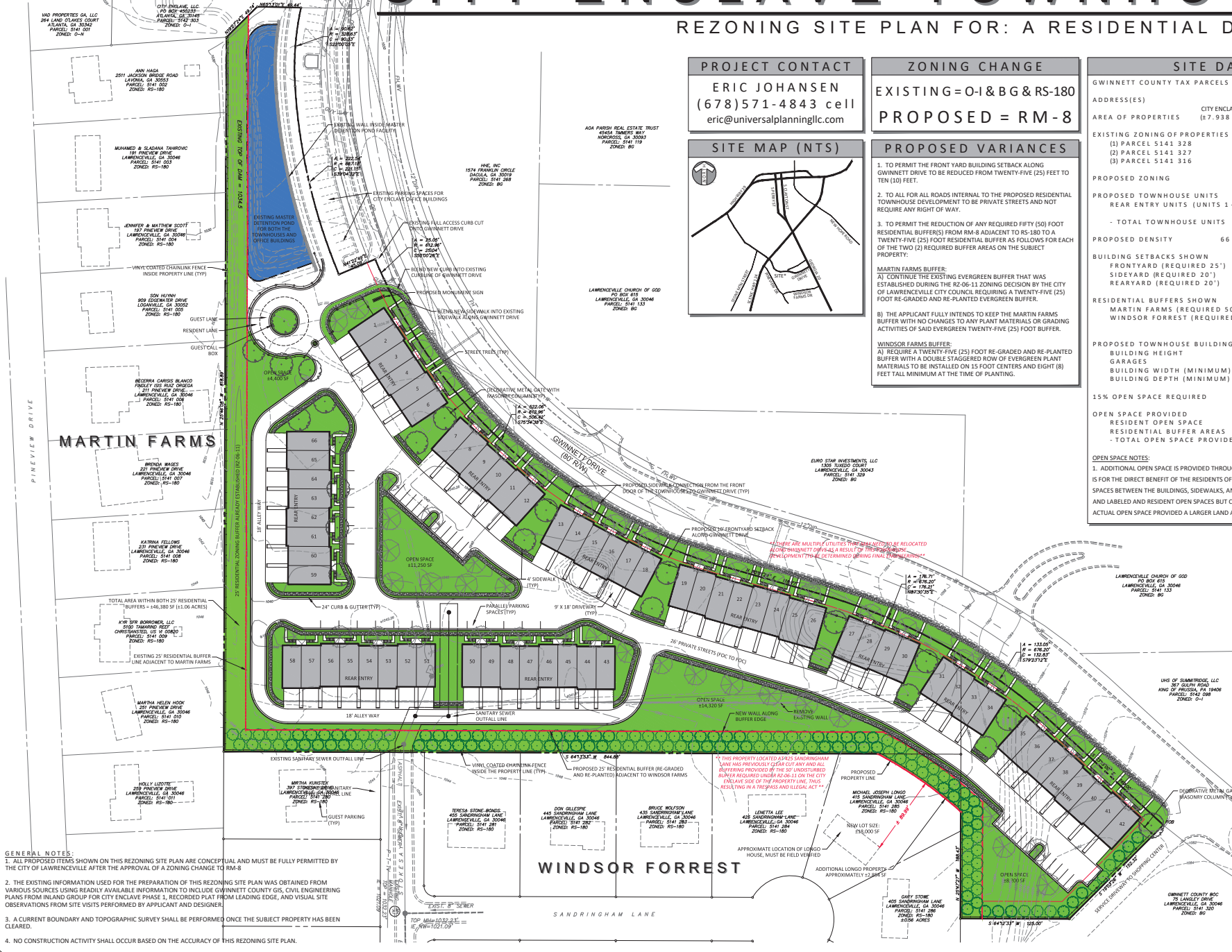


PROPOSED VARIANCES

- TO PERMIT THE FRONT YARD BUILDING SETBACK ALONG GWINNETT DRIVE TO BE REDUCED FROM TWENTY-FIVE (25) FEET TO TEN (10) FEET.
- TO ALLOW FOR ALL ROADS INTERNAL TO THE PROPOSED RESIDENTIAL TOWNHOUSE DEVELOPMENT TO BE PRIVATE STREETS AND NOT REQUIRE ANY RIGHT OF WAY.
- TO PERMIT THE REDUCTION OF ANY REQUIRED FIFTY (50) FOOT RESIDENTIAL BUFFERS FROM RM-8 ADJACENT TO RS-180 TO A TWENTY-FIVE (25) FOOT RESIDENTIAL BUFFER AS FOLLOWS FOR EACH OF THE TWO (2) REQUIRED BUFFER AREAS ON THE SUBJECT PROPERTY:
 - MARTIN FARMS BUFFER:
 - A) CONTINUE THE EXISTING EVERGREEN BUFFER THAT WAS ESTABLISHED DURING THE RZ-06-11 ZONING DECISION BY THE CITY OF LAWRENCEVILLE CITY COUNCIL, REQUIRING A TWENTY-FIVE (25) FOOT RE-GRADED AND RE-PLANTED EVERGREEN BUFFER.
 - B) THE APPLICANT FULLY INTENDS TO KEEP THE MARTIN FARMS BUFFER WITH NO CHANGES TO ANY PLANT MATERIALS OR GRADING ACTIVITIES OF SAID EVERGREEN TWENTY-FIVE (25) FOOT BUFFER.
 - WINDSOR FARMS BUFFER:
 - A) REQUIRE A TWENTY-FIVE (25) FOOT RE-GRADED AND RE-PLANTED BUFFER WITH A DOUBLE STAGGERED ROW OF EVERGREEN PLANT MATERIALS TO BE INSTALLED ON 15 FOOT CENTERS AND EIGHT (8) FEET TALL MINIMUM AT THE TIME OF PLANTING.

SITE DATA CHART

GWINNETT COUNTY TAX PARCELS		(1) 5141 328, (2) 5141 327, & (3) 5141 316
ADDRESS(ES)		NONE ASSIGNED
AREA OF PROPERTIES		CITY ENCLAVE + JDN (± 7.938 ACRES) + (± 0.065 ACRES) = ± 8.003 ACRES
EXISTING ZONING OF PROPERTIES		O-I (OFFICE INSTITUTIONAL) O-I (OFFICE INSTITUTIONAL) B-G (GENERAL BUSINESS)
PROPOSED ZONING		RM-8 (TOWNHOUSE RESIDENTIAL)
PROPOSED TOWNHOUSE UNITS		66 UNITS
REAR ENTRY UNITS (UNITS 1-66)		66 UNITS
TOTAL TOWNHOUSE UNITS		66 UNITS
PROPOSED DENSITY		66 UNITS / 8.003 ACRES = 8.25 UNITS/ACRE
BUILDING SETBACKS SHOWN		FRONTYARD (REQUIRED 25') 10 FEET SIDEYARD (REQUIRED 20') 20 FEET REARYARD (REQUIRED 20') 20 FEET
RESIDENTIAL BUFFERS SHOWN		MARTIN FARMS (REQUIRED 50') 25' FEET (RZ-06-11) WINDSOR FOREST (REQUIRED 50') 25' FEET (RE-GRADED & RE-PLANTED)
PROPOSED TOWNHOUSE BUILDING		2-STORY & 3-STORY BUILDING HEIGHT 2 CAR GARAGES (16' WIDE MINIMUM) GARAGES 22' WIDE BUILDING WIDTH (MINIMUM) 50' LONG BUILDING DEPTH (MINIMUM)
15% OPEN SPACE REQUIRED		± 51,866 SF (± 1.19 ACRES)
OPEN SPACE PROVIDED		RESIDENT OPEN SPACE ± 38,170 SF (± 0.88 ACRES) RESIDENTIAL BUFFER AREAS ± 45,347 SF (± 1.04 ACRES) TOTAL OPEN SPACE PROVIDED ± 83,517 SF (± 1.92 ACRES)
OPEN SPACE NOTES:		1. ADDITIONAL OPEN SPACE IS PROVIDED THROUGHOUT THE PROPOSED RESIDENTIAL DEVELOPMENT THAT IS FOR THE DIRECT BENEFIT OF THE RESIDENTS OF THE COMMUNITY IN THE FORM OF RESIDENT GREEN SPACES BETWEEN THE BUILDINGS, SIDEWALKS, AND OTHER LARGE POCKETS THAT WERE NOT IDENTIFIED AND LABELED AND RESIDENT OPEN SPACES BUT COULD BE USED BY THE RESIDENTS, THUS MAKING THE ACTUAL OPEN SPACE PROVIDED A LARGER LAND AREA WITHIN THE PROJECT.



- GENERAL NOTES:**
- ALL PROPOSED ITEMS SHOWN ON THIS REZONING SITE PLAN ARE CONCEPTUAL AND MUST BE FULLY PERMITTED BY THE CITY OF LAWRENCEVILLE AFTER THE APPROVAL OF A ZONING CHANGE TO RM-8
 - THE EXISTING INFORMATION USED FOR THE PREPARATION OF THIS REZONING SITE PLAN WAS OBTAINED FROM VARIOUS SOURCES USING READILY AVAILABLE INFORMATION TO INCLUDE GWINNETT COUNTY GIS, CIVIL ENGINEERING PLANS FROM INLAND GROUP FOR CITY ENCLAVE PHASE 1, RECORDED PLAT FROM LEADING EDGE, AND VISUAL SITE OBSERVATIONS FROM SITE VISITS PERFORMED BY APPLICANT AND DESIGNER.
 - A CURRENT BOUNDARY AND TOPOGRAPHIC SURVEY SHALL BE PERFORMED ONCE THE SUBJECT PROPERTY HAS BEEN CLEARED.
 - NO CONSTRUCTION ACTIVITY SHALL OCCUR BASED ON THE ACCURACY OF THIS REZONING SITE PLAN.

APPLICANT:
LAWRENCEVILLE LAND HOLDINGS, LLC
6083 SHADBURN FERRY ROAD
BUFFORD, GA 30518
(404) 803-5000 cell

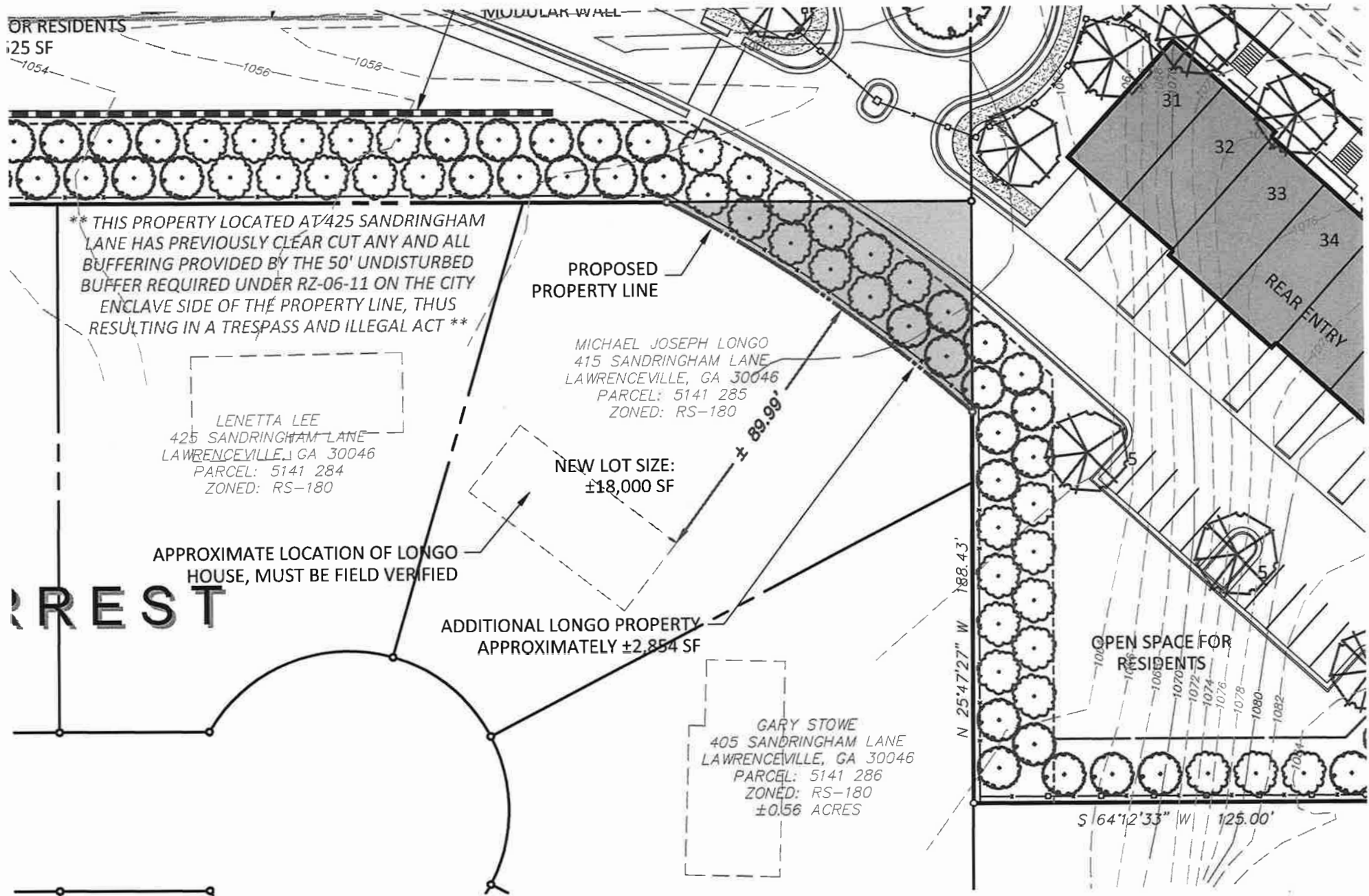
LAND PLANNER:
UNIVERSAL PLANNING AND DEVELOPMENT, LLC
6083 SHADBURN FERRY ROAD
BUFFORD, GA 30518
(678) 571-4843 cell
eric@universalplanningllc.com

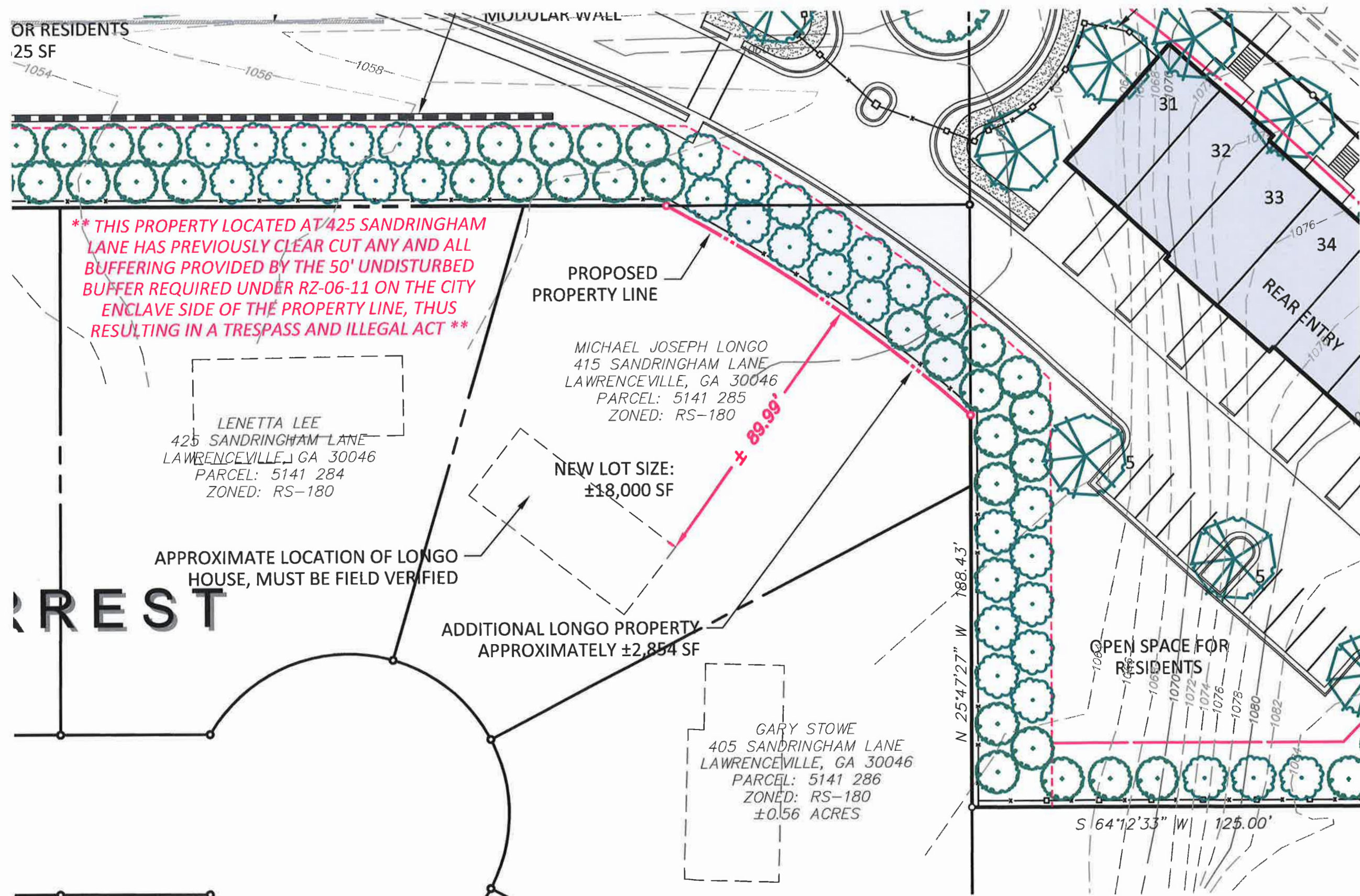
PROPERTY OWNER(S):
(1) CITY ENCLAVE, LLC
PARCELS: 5141 382 and 5141 327
± 6.951 acres
(2) JDN DEVELOPMENT COMPANY, INC
PARCEL: 5141 316
± 0.052 acres

THESE REZONING CONCEPTUAL SITE PLANS WERE PREPARED BY UNIVERSAL PLANNING AND DEVELOPMENT, LLC UNDER THE DIRECTION AND GUIDANCE OF ERIC JOHANSEN, PLA.



REVISED: SEPTEMBER 21, 2020
DATE: AUGUST 2020
SCALE: 1" = 40'







*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Area
File # RZM2020-00007
& SUP2020-00040**

**Applicant:
Lawrenceville Land Holdings,
LLC c/o Eric Johansen**

Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

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17.

*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File # RZM2020-00007
& SUP2020-00040

Applicant:
**Lawrenceville Land Holdings,
LLC c/o Eric Johansen**

Legend

 Subject Property

 Parcels

 Roads

Zoning Districts

 BG General Business

 OI Office/Institutional

 RM-8 Townhouse Residential

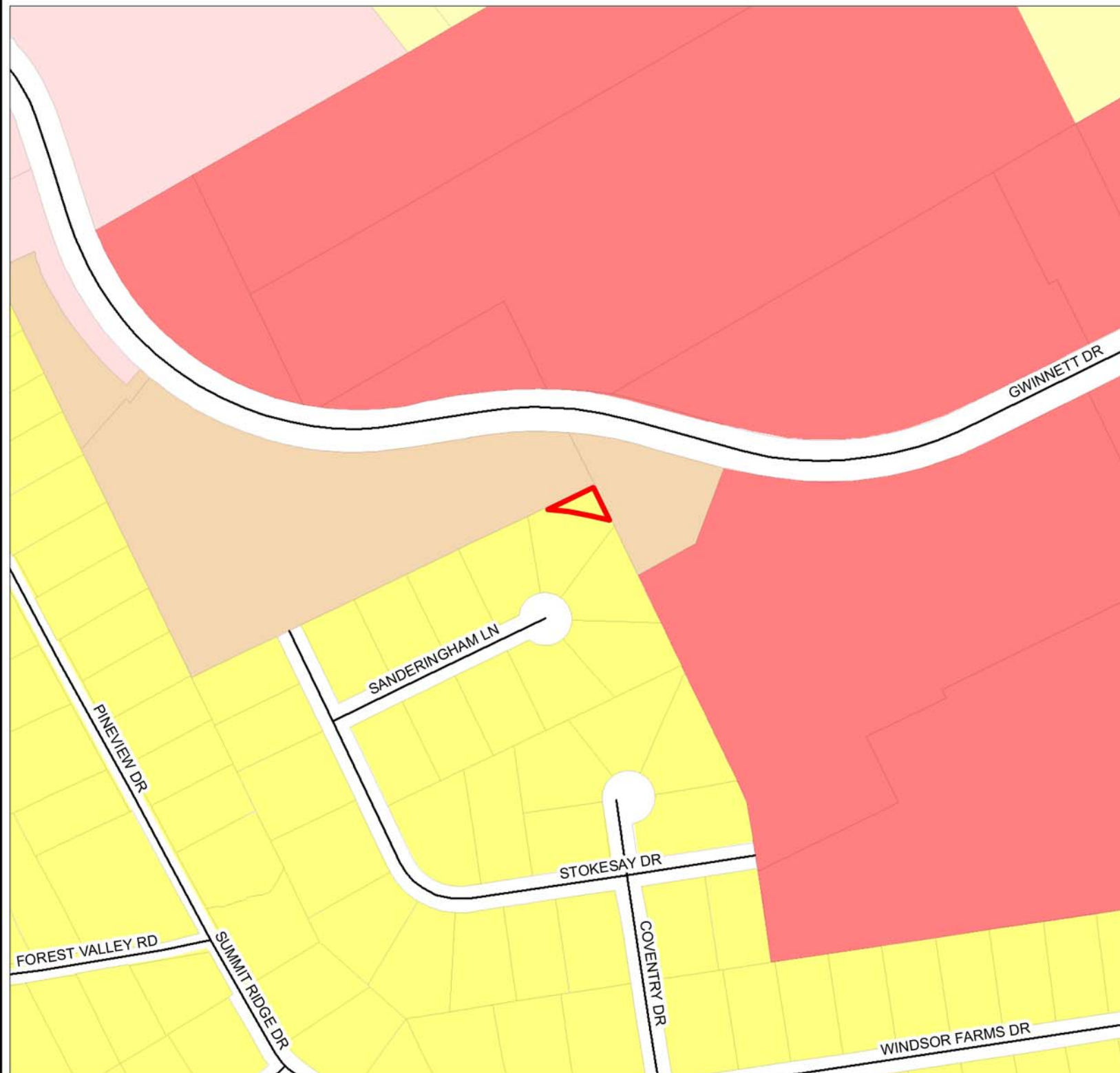
 RS180 Single-Family Residence

 RS150 Single-Family Residence



0 75 150

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PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

RZM2020-00007:

Approval as RM-8 (Townhome Residential District) for a townhouse development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Abide by all conditions of RZM2020-00004
 - B. Single-family attached dwellings.
 - C. The maximum number of units shall be sixty-six (66).
 - D. The building facades shall meet the RM-8 architectural standards set forth in the Zoning Ordinance and shall be in general accordance with the architectural elevation examples presented at the 09/28/2020 City Council meeting.
 - E. All dwellings shall have a double-car garage.
 - F. All units adjacent to Gwinnett Drive shall be three (3) stories in overall height, as measured from the rear entry garages. The remaining interior rear entry units on the property can be either two (2) stories or three (3) stories.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. All grassed areas on dwelling lots shall be sodded.
 - C. Underground utilities shall be provided throughout the development.
 - D. Encroachment into the front setback by by fifteen (15) feet is permitted, allowing for a ten (10) foot front yard setback along Gwinnett Drive.
 - E. Encroachment into the rear residential buffers along all adjacent residential property lines by twenty-five (25) feet is permitted. The remaining twenty-five (25) foot residential buffers along all adjacent residential property lines are

permitted to be re-graded and re-planted, as necessary, to allow for the grading of the proposed townhouse development. Retaining Walls, if necessary, can be constructed at the interior edge of the twenty-five (25) re-graded and re-planted residential buffers.

- F. The property shall be gated with interior private streets permitted.
- G. One (1) full access curb cut onto Gwinnett Drive shall be permitted to serve the proposed townhouse development.

PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

SUP2019-00040:

Denial without Prejudice of a Special Use Permit allowing 27 Front Entry Townhouse Units, subject to the following enumerated conditions:

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

RZM2020-00007:

Approval as RM-8 (Townhome Residential District) for a townhouse development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Abide by all conditions of RZM2020-00004
 - ~~B. Single family attached dwellings.~~
 - ~~C. The maximum number of units shall be sixty-six (66).~~
 - ~~D. The building facades shall meet the RM-8 architectural standards set forth in the Zoning Ordinance and shall be in general accordance with the architectural elevation examples presented at the 09/28/2020 City Council meeting.~~
 - ~~E. All dwellings shall have a double car garage.~~
 - ~~F. All units adjacent to Gwinnett Drive shall be three (3) stories in overall height, as measured from the rear entry garages. The remaining interior rear entry units on the property can be either two (2) stories or three (3) stories.~~
2. ~~To satisfy the following site development considerations:~~
 - ~~A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.~~
 - ~~B. All grassed areas on dwelling lots shall be sodded.~~
 - ~~C. Underground utilities shall be provided throughout the development.~~
 - ~~D. Encroachment into the front setback by by fifteen (15) feet is permitted, allowing for a ten (10) foot front yard setback along Gwinnett Drive.~~
 - ~~E. Encroachment into the rear residential buffers along all adjacent residential property lines by twenty-five (25) feet is permitted. The remaining twenty-five (25) foot residential buffers along all adjacent residential property lines are~~

~~permitted to be re-graded and re-planted, as necessary, to allow for the grading of the proposed townhouse development. Retaining Walls, if necessary, can be constructed at the interior edge of the twenty-five (25) re-graded and re-planted residential buffers.~~

~~F. The property shall be gated with interior private streets permitted.~~

~~G. One (1) full access curb cut onto Gwinnett Drive shall be permitted to serve the proposed townhouse development.~~

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

SUP2019-00040: **DENIAL WITHOUT PREJUDICE**

Denial without Prejudice of a Special Use Permit allowing 27 Front Entry Townhouse Units, subject to the following enumerated conditions:

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

RZM2020-00007:

Approval as RM-8 (Townhome Residential District) for a townhouse development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Abide by all conditions of RZM2020-00004
 - ~~B. Single family attached dwellings.~~
 - ~~C. The maximum number of units shall be sixty-six (66).~~
 - ~~D. The building facades shall meet the RM-8 architectural standards set forth in the Zoning Ordinance and shall be in general accordance with the architectural elevation examples presented at the 09/28/2020 City Council meeting.~~
 - ~~E. All dwellings shall have a double car garage.~~
 - ~~F. All units adjacent to Gwinnett Drive shall be three (3) stories in overall height, as measured from the rear entry garages. The remaining interior rear entry units on the property can be either two (2) stories or three (3) stories.~~
2. ~~To satisfy the following site development considerations:~~
 - ~~A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.~~
 - ~~B. All grassed areas on dwelling lots shall be sodded.~~
 - ~~C. Underground utilities shall be provided throughout the development.~~
 - ~~D. Encroachment into the front setback by by fifteen (15) feet is permitted, allowing for a ten (10) foot front yard setback along Gwinnett Drive.~~
 - ~~E. Encroachment into the rear residential buffers along all adjacent residential property lines by twenty-five (25) feet is permitted. The remaining twenty-five (25) foot residential buffers along all adjacent residential property lines are~~

~~permitted to be re-graded and re-planted, as necessary, to allow for the grading of the proposed townhouse development. Retaining Walls, if necessary, can be constructed at the interior edge of the twenty-five (25) re-graded and re-planted residential buffers.~~

~~F. The property shall be gated with interior private streets permitted.~~

~~G. One (1) full access curb cut onto Gwinnett Drive shall be permitted to serve the proposed townhouse development.~~

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

SUP2019-00040: **DENIAL WITHOUT PREJUDICE**

Denial without Prejudice of a Special Use Permit allowing 27 Front Entry Townhouse Units, subject to the following enumerated conditions:



LAWRENCEVILLE

GEORGIA

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

Item: SUP2020-00037; Kalahari Electrical; 283 Jackson Street

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Planning Commission recommended Conditions

Summary: The applicant requests a special use permit for outdoor storage to be able to store the electrical contractor's trucks at the site.

Attachments/Exhibits:

- SUP2020-00037_MUNICODE
- SUP2020-00037_REPORT
- SUP2020-00037_ATTACHMENTS
- SUP2020-00037_P&D RECOMMENDED CONDITIONS - 09182020
- SUP2020-00037_PC RECOMMENDED CONDITIONS - 10052020
- SUP2020-00037_CCWS RECOMMENDED CONDITIONS - 10142020

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT

CASE NUMBER: SUP2020-00037
APPLICANT: JAN J. ROSSOUW
CONTACT: JAN J. ROSSOUW
PHONE NUMBER: 770.543.9303
LOCATION: 283 JACKSON STREET
PARCEL ID: R5147 081
ACREAGE: 0.44
PROPOSED DEVELOPMENT: OUTDOOR STORAGE FOR AN ELECTRICAL
CONTRACTOR’S OFFICE
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS
ZONING HISTORY:

The property was zoned,,, and init was rezoned to BG (General Business District).

PROJECT DATA:

The applicant requests a Special Use Permit of an approximately 0.44-acre parcel, zoned BG (General Business District), to allow outdoor storage for an electrical contractor’s office. The subject property is located along the northern right-of-way of Jackson Street, northwest of its intersection with Scenic Highway. The property is developed with a single-family dwelling with an existing driveway and wooded on the remainder of the property.

The applicant proposes to utilize the site as an electrical contractor’s office which is allowed by right in BG zoning with outdoor storage for the company’s trucks. The applicant intends to park the company’s trucks behind a fence, on the rear of the property. Per the concept plan, there would be 11 parking spaces provided. Access to the site is proposed via an existing driveway from Jackson Street. The letter of intent states that in the future, the applicant would like to build a 1,800-square foot, two story building in the rear of the property as a garage for the company’s trucks. According to the concept plan, a ground sign would be placed within the 10-foot landscape strip. The building was built in 1937 and it was built without the current setback requirements, therefore, the property needs a variance to encroach into the setback by 35 feet; this variance may be approved by the City Council during the public hearing. The applicant also

needs a buffer reduction due to the width of the property not being wide enough to support a 75-foot buffer adjacent to a residential zoning district.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Downtown Character Area. This character area is the highest intensity district in terms of its density and mixture of uses. The character area is characterized by the “Main Street” retail as well as general commercial that provide services in a local and regional aspect for all sorts of needs. Policies for this character area also encourage development and refurbishing of buildings in walkable areas to be oriented to the street. By cleaning up the property, and installing a fence to screen the company’s trucks, the building would meet the intent of the policy.

The surrounding area is characterized by a mix of single-family residences and commercial uses. To the north, are RS-150 (Single-Family Residence 15,000 Square Foot District) zoned properties consisting of single-family residences and a cemetery. To the east, are BG (General Business District) zoned properties used as offices and a gas station. To the south across from Jackson Street and at the corners of Jackson Street and Scenic Highway, are BG zoned properties, developed with the City’s Police Department and a place of worship and an automobile service business across from Scenic Highway. To the west, is the SouthLawn development.

In conclusion, the proposed special use permit may be consistent with the policies of the 2040 Comprehensive Plan if refurbished and developed with recommended conditions. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**ENGINEERING DEPARTMENT**

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

The owner must call 811 before excavating or construction to ensure that the gas lines are marked for safety.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00037

Approval of Special Use Permit for Outdoor, subject to the following enumerated conditions:

1. The property shall be developed with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments and shall be subject to the review and approval of the Director of Planning and Development.
2. The parking of vehicles used for commercial related service, sales or delivery shall be limited to the rear yard areas, and outside of any required stream or zoning buffer.
3. Provide a 10-foot undisturbed buffer along the northern property line. Enhance where sparsely vegetated.
4. Provide a 10-foot Landscape Strip adjacent to the right-of-way Jackson Street, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access.
5. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
6. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage may be allowed within the required 10 foot landscape strip.
7. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.

10. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.

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

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?** *If properly conditioned, yes.*
2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?** *If properly conditioned, no.*
3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use 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 Special Use proposal?** *No.*



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Jan J Rossouw</u>	NAME: <u>Donna A Richter</u>
ADDRESS: <u>1305 Mill Shyre Way</u>	ADDRESS: <u>3510 Lochmill Drive</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Loganville, GA 30052</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30052</u>
PHONE: <u>770-543-9303</u>	PHONE: <u>404 578-7816</u>
CONTACT PERSON: <u>Jan Rossouw</u> PHONE: <u>770-543-9303</u>	
CONTACT'S E-MAIL: <u>jan@Kalahari-electrical.com</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.	
ZONING DISTRICT(S): <u>B6</u> ACREAGE: <u>0.4390</u>	
PARCEL NUMBER(S): <u>R5147081</u>	
ADDRESS OF PROPERTY: <u>283 Jackson St Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Electrical Contractor</u>	

SIGNATURE OF APPLICANT

DATE

JAN JOHANNES ROSSOUW

TYPED OR PRINTED NAME

9/1/2020

DATE



SIGNATURE OF OWNER

DATE

Donna A Richter 9/2/2020

Donna A. Richter

TYPED OR PRINTED NAME

Christine Sims

NOTARY PUBLIC

DATE



25 Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200

770.963.2414 • www.lawrencevillega.org

09/02/2020.00057

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE NORTHEASTERLY RIGHT OF WAY OF JACKSON STREET (50' RIGHT OF WAY) A DISTANCE OF 234.26 FEET NORTHWESTERLY, AS MEASURED ALONG SAID NORTHEASTERLY RIGHT OF WAY FROM THE CORNER FORMED BY ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY 124 A/K/A SCENIC HIGHWAY (SAID IRON PIN ALSO LOCATED AT THE WESTERNMOST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY EGARA T. LEE); RUN THENCE NORTH 58 DEGREES 42 MINUTES 17 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY A DISTANCE OF 122.88 FEET TO AN IRON PIN LOCATED AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY LLOYD F. BAUCOM; RUN THENCE NORTH 59 DEGREES 19 MINUTES 15 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID BAUCOM PROPERTY A DISTANCE OF 210.87 FEET TO AN IRON PIN LOCATED AT THE SOUTHERNMOST CORNER OF PROPERTY NOW OR FORMERLY OWNED BY THE DR. W. P. EZZARD ESTATE; RUN THENCE NORTH 59 DEGREES 29 MINUTES 41 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF EZZARD ESTATE PROPERTY A DISTANCE OF 58.01 FEET TO AN IRON PIN AT THE WESTERLY CORNER OF PROPERTY NOW OR FORMERLY OWNED BY JOHN M. ARCHER; RUN THENCE SOUTH 04 DEGREES 23 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID ARCHER PROPERTY A DISTANCE OF 79.64 FEET TO A PIN AT THE NORTHERLY CORNER OF THE BEFORE MENTIONED LEE PROPERTY; RUN THENCE ALONG THE NORTHERLY LINE OF SAID LEE PROPERTY THE FOLLOWING COURSES AND DISTANCES: SOUTH 42 DEGREES 49 MINUTES 30 SECONDS WEST A DISTANCE OF 79.29 FEET; NORTH 67 DEGREES 51 MINUTES 41 SECONDS WEST A DISTANCE OF 13.0 FEET; SOUTH 44 DEGREES 16 MINUTES 01 SECONDS WEST A DISTANCE OF 95.25 FEET TO AN IRON PIN LOCATED ON THE NORTHEASTERLY RIGHT OF WAY OF JACKSON STREET AND THE POINT OF BEGINNING, BEING IMPROVED PROPERTY, SAID PROPERTY BEING MORE PARTICULARLY SHOWN ON A SURVEY DATED 10/19/94, PREPARED BY HAMBRICK SURVEYING, INC.

SURV 10-00031

Winfield Realty Group
September 4, 2020

18.

To Whom this may concern

I Ruzena Joubert, Realtor for Mr J. Rousseau submitted information for a special Use Permit

my Client is a local Lawrenceville Electrical contractor who has served the community for over 20 years on Residential and Commercial Services.

He is looking to use the existing house as offices and to park his company vehicles behind the building and behind a fence which he will erect.

As his business grows, he would like to build a garage behind the house, where the land slopes towards the back, to protect the vehicles from the weather.

He is willing to work with the City to make sure both parties are satisfied.

I trust this information will assist you.

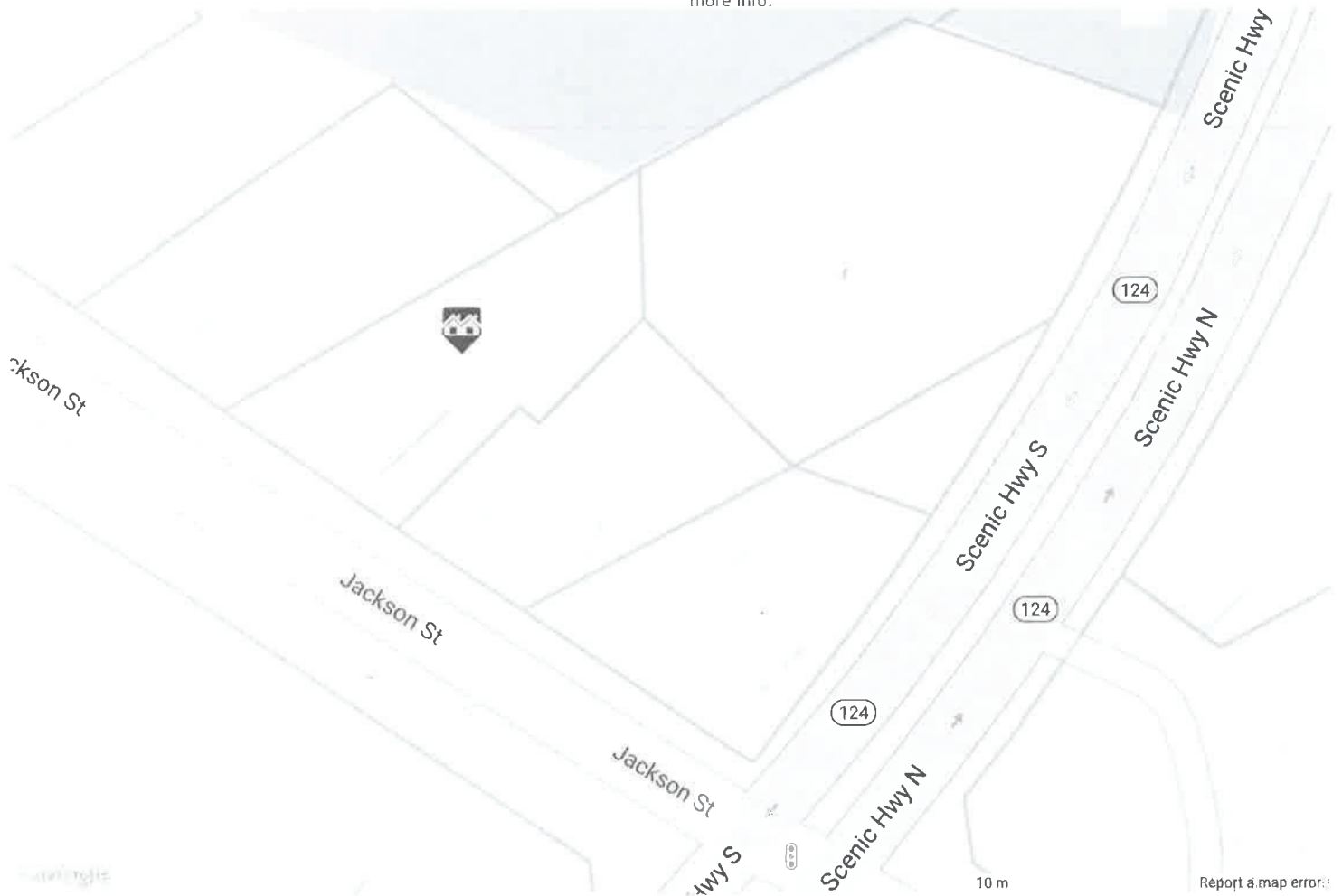
Kind regards -
Ruzenka Joubert
678-995-2223

283 Jackson Street, Lawrenceville, Georgia 30046

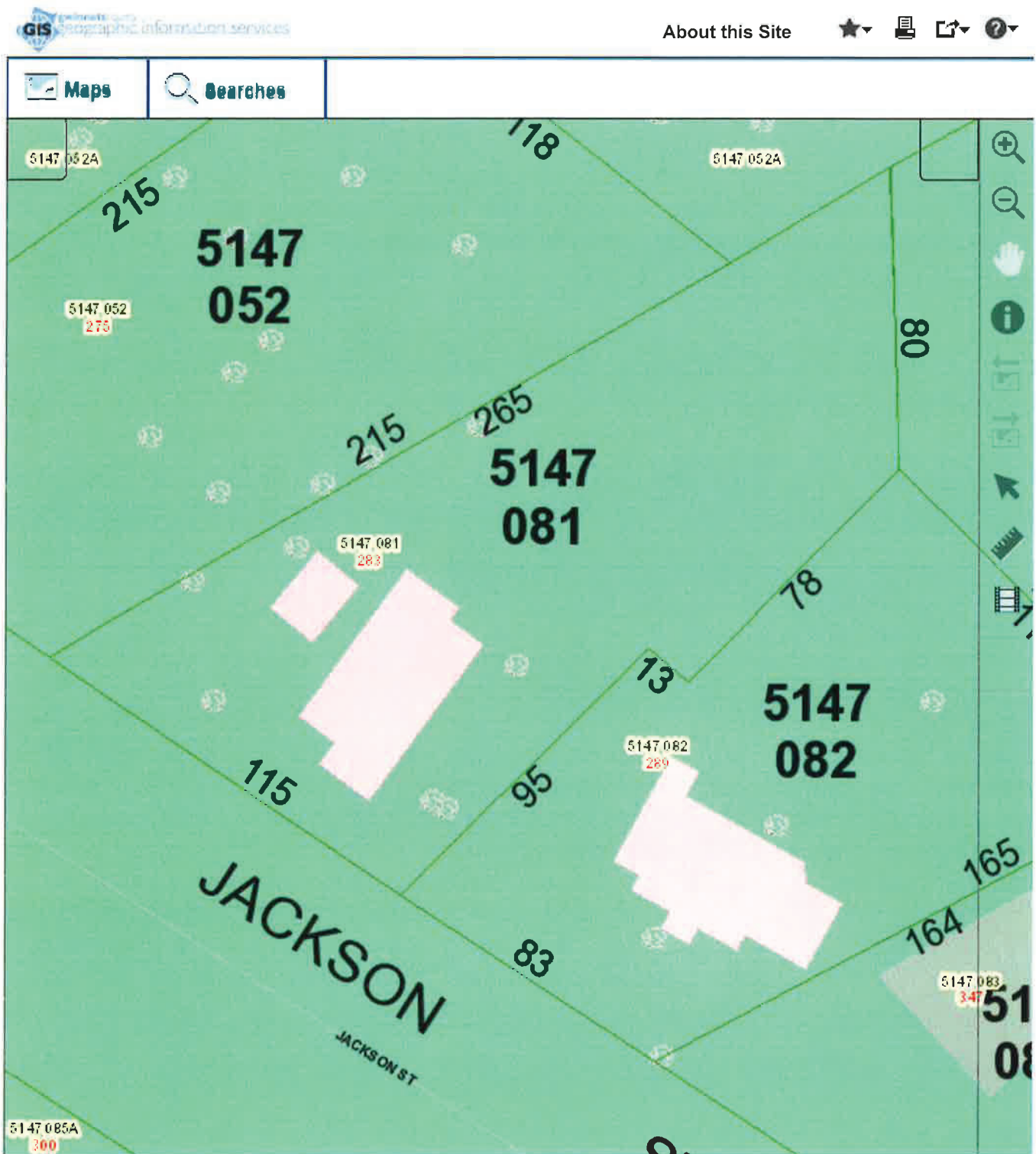
Parcel Map



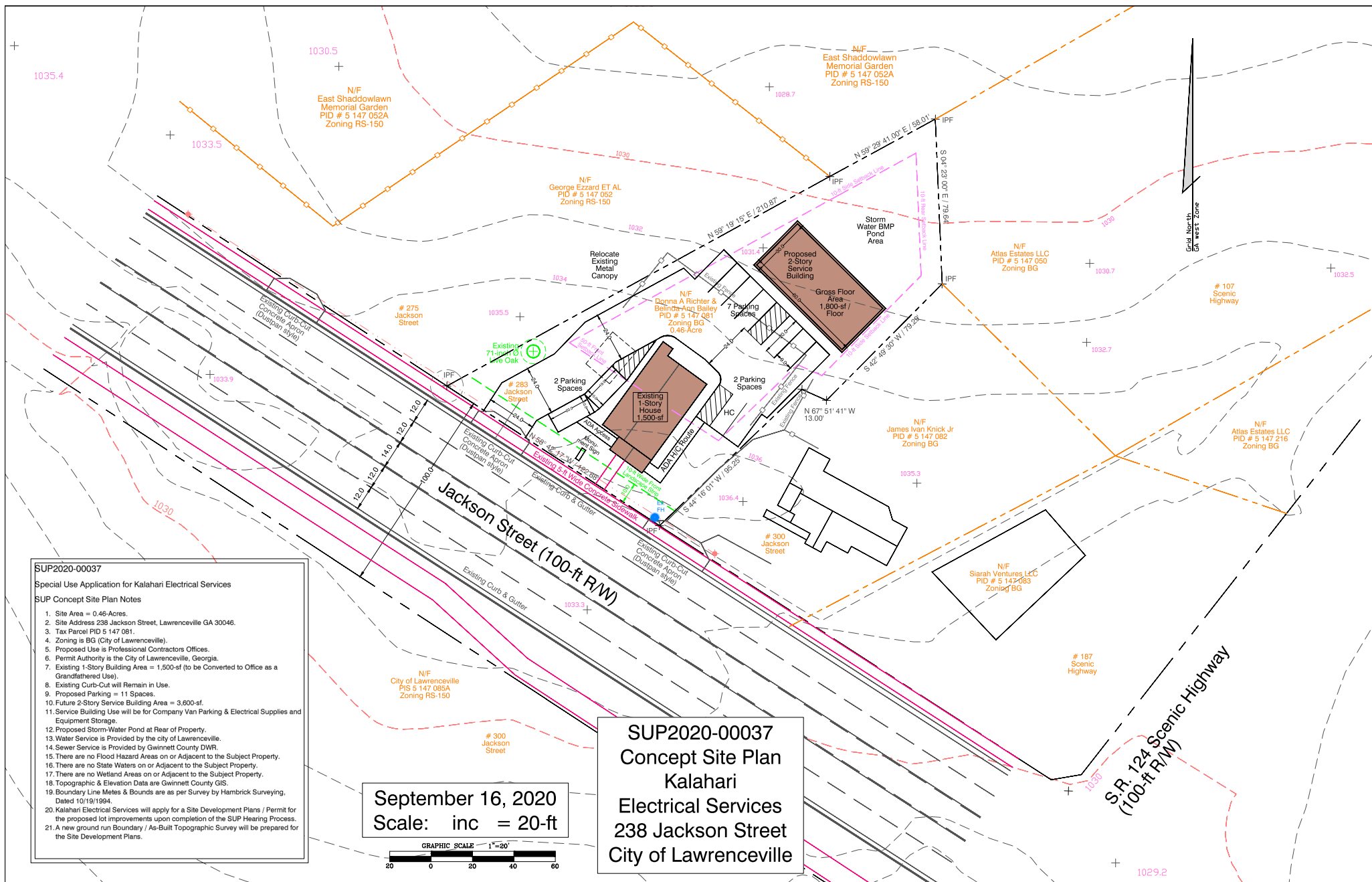
This map is for reference purposes only and is not to be construed as a "survey description" or a survey-quality product. See Parcel Disclaimer for more info.



The accuracy of all information, regardless of its source, including but not limited to square footage, is deemed reliable but not guaranteed and should be verified through personal inspection by and/or with the appropriate professionals. Copyright 2020 FMLS



Scale 1:	480.00	Go	Active Map: Real Estate	XY	Globe	Layers
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*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Area
File # SUP2020-00037

Applicant:
Kalahari Electrical

Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

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The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2020-00037

Applicant:
Kalahari Electrical

Legend

Subject Property

Parcels

Roads

ZONING

BG General Business

BGC Central General Business

OI Office Institutional

ON Office/Neighborhood

RM-12 General Residence

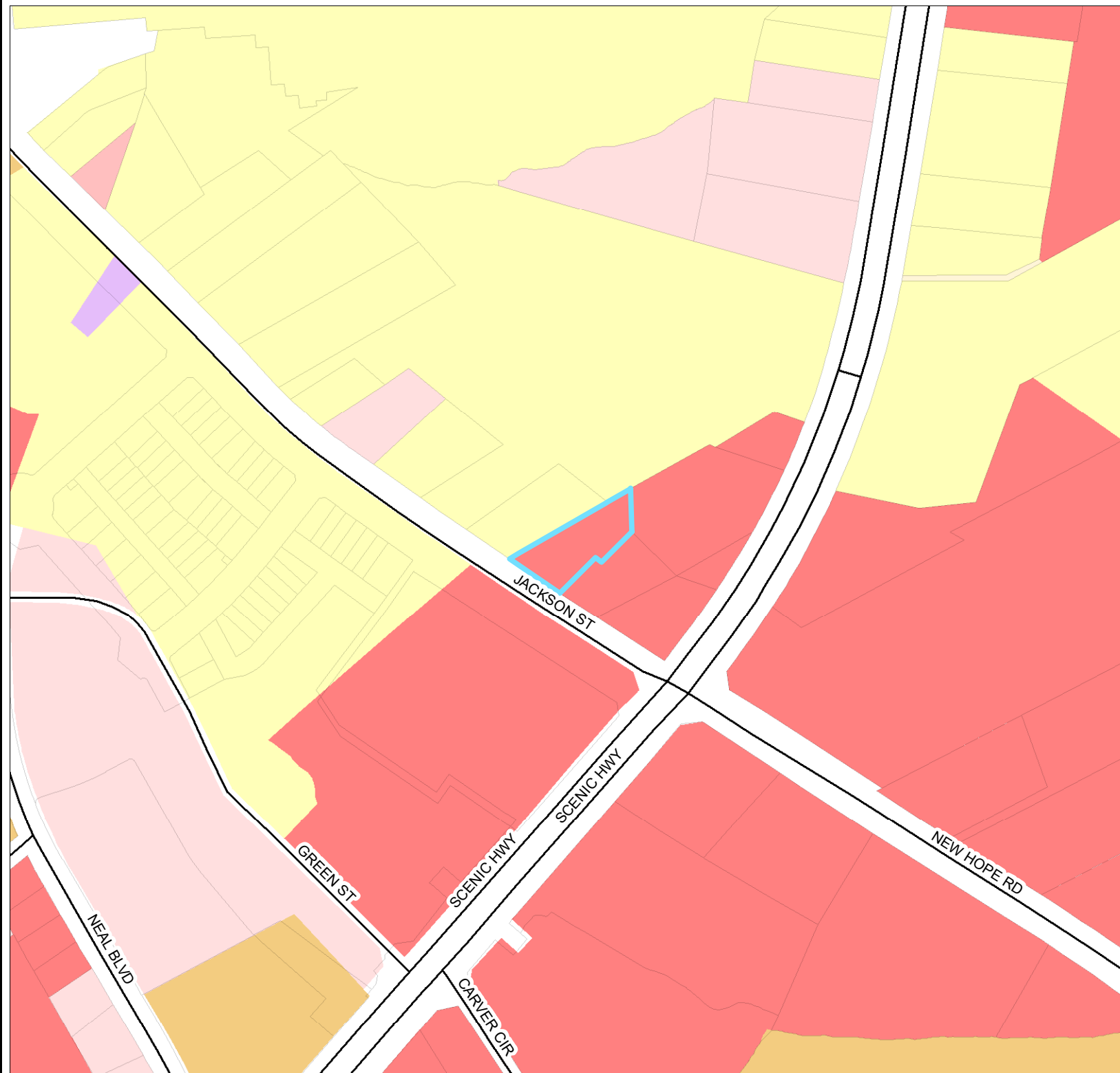
RM-M Modified Residential

RS150 Single-Family Residence



0 75 150

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PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

SUP2020-00037

Approval of Special Use Permit for Outdoor, subject to the following enumerated conditions:

1. The property shall be developed with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments and shall be subject to the review and approval of the Director of Planning and Development.
2. The parking of vehicles used for commercial related service, sales or delivery shall be limited to the rear yard areas, and outside of any required stream or zoning buffer.
3. Provide a 10-foot undisturbed buffer along the northern property line. Enhance where sparsely vegetated.
4. Provide a 10-foot Landscape Strip adjacent to the right-of-way Jackson Street, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access.
5. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
6. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage may be allowed within the required 10 foot landscape strip.
7. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.

10. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

SUP2020-00037

Approval of Special Use Permit for Outdoor **Storage**, subject to the following enumerated conditions:

1. The property shall be developed with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments and shall be subject to the review and approval of the Director of Planning and Development.
2. The parking of vehicles used for commercial related service, sales or delivery shall be limited to the rear yard areas, and outside of any required stream or zoning buffer.
3. Provide a 10-foot undisturbed buffer along the northern property line. Enhance where sparsely vegetated.
4. Provide a 10-foot Landscape Strip adjacent to the right-of-way Jackson Street, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access.
5. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
6. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage may be allowed within the required 10 foot landscape strip.
7. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.

10. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.

CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS - 10142020

Approval of Special Use Permit for Outdoor **Storage**, subject to the following enumerated conditions:

1. The property shall be developed with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments and shall be subject to the review and approval of the Director of Planning and Development.
2. The parking of **no more than seven (7)** vehicles used for commercial related service, sales or delivery shall be limited to the rear yard areas, and outside of any required stream or zoning buffer. **Storage of vehicles not owned by the business are prohibited.**
3. Provide a 10-foot undisturbed buffer along the northern property line. Enhance where sparsely vegetated.
4. Provide a 10-foot Landscape Strip adjacent to the right-of-way Jackson Street, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access.
5. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
6. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage may be allowed within the required 10 foot landscape strip.
7. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. **Property shall utilize City sanitation services.** Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-

foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.

10. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
11. **Outside storage of materials and equipment is prohibited.**
12. **Within 3 months of approval of SUP, the following items shall be completed:**
 - a. **Site landscaping shall be groomed and cut back.**
 - b. **Existing Metal Canopy shall be removed**
 - c. **Exterior of structure shall be cleaned and painted**
13. **Any new structure built on the property shall appear residential in nature.**
14. **Before a permit is obtained, applicant shall consult with a registered Arborist and incorporate measures in site plan to minimize root zone disturbance of specimen 71" Oak Tree.**
15. **Stormwater management pond shall be located to the rear of the property and shall be enclosed with a black coated chain link fence and screened with landscaping on all sides.**



LAWRENCEVILLE

GEORGIA

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

Item: SUP2020-00038; MCM Best Friend Road, LLC c/o Andersen, Tate & Carr;
111 Fredrix Alley

Department: Planning and Development

Date of Meeting: Monday, October 26, 2020

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Planning Commission recommended Conditions

Summary: The applicant requests a special use permit to allow a recovered materials processing facility in the LM zoning district.

Attachments/Exhibits:

- SUP2020-00038_MUNICODE
- SUP2020-00038_REPORT
- SUP2020-00038_ATTACHMENTS
- SUP2020-00038_P&D RECOMMENDED CONDITIONS - 09182020
- SUP2020-00038_PC RECOMMENDED CONDITIONS - 10052020
- SUP2020-00038_CCWS RECOMMENDED CONDITIONS - 10142020

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT

CASE NUMBER: SUP2020-00038
APPLICANT: MCM BEST FRIEND ROAD, LLC C/O ANDERSEN TATE
& CARR
CONTACT: MELODY A. GLOUTON, ESQ.
PHONE NUMBER: 770.822.0900
LOCATION: 111 FREDRIX ALLEY
PARCEL ID: R5177 027C
ACREAGE: 5.97
PROPOSED DEVELOPMENT: RECOVERED MATERIAL PROCESSING FACILITY
DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

ZONING HISTORY:

The subject property has been zoned LM (Light Manufacturing District) since 1972. In 2014, a Special Use Permit (SU-14-11) was approved to allow Commercial Vehicle Parking (Tractor and/or Trailer).

PROJECT DATA:

The applicant requests a Special Use Permit of an approximately 5.97-acre parcel, zoned LM (Light Manufacturing District), to allow a Recover Material Processing Facility. The subject property is located along the eastern right-of-way of Fedrix Alley at its intersection with the northern right-of-way of Industrial Park Drive. The applicant, MCM Best Friend Road, LLC, intends to utilize the site for the disposal and recycling of electronic equipment.

The property is currently developed with an approximate 120,000 sqaure foot industrial building, associated driveways and parking. The proposal includes the disassembly, disposal and recycling of electronic equipment, with majority of activities associated with the proposed use conducted within the confines of the existing structure. The proposal includes modifications to the interior of the existing structure to allow for the installation of fixed machinery associated with the proposed use. The existing outdoor storage area, along Fredrix Alley, would be used for the storage of transporation vehicles associated with the use as well. Outdoor storage would be limited to the parking of tractor-trailers used specifically for the proposed use. Unassociated parking would required the approval of an additional Special use Permit. Access to the site is

provided via existing driveways from Fredrix Alley and Industrial Park Drive. Additionally, the property is enclosed with a chain-link fence and an entry/exit gates at each point of access. A total of 62 parking spaces are provided; which includes two handicapped parking spaces. In addition, the existing outdoor storage area along Fredrix Alley, consist of a total of six designated off-street loading spaces. The plan does not show landscaping along the right-of-ways, however, the 2014 approval of SU-14-11, required the installation of landscaping along right-of-ways of Fredrix Alley and Industrial Park Drive. However, this request should include conditions of zoning requiring additional fencing providing an effective visual screen for the residentially zoned property along the northwestern right-of-way of Fredrix Alley.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Industrial Character Area. The vision for this character area is to provide a central location for industrial uses that would be easily buffered from other less-intense uses and have easy access to transportation networks. Of all Character Areas, the Industrial areas are designed to be useful or practical rather than attractive. The Plan further suggests that industrial related uses that include outdoor storage be sustainably designed to minimize negative impacts on the environment. Further supporting the staff recommendation of additional landscaping along Fredrix Alley.

The surrounding area is characterized by a mix of single-family residences, with the majority of the area being used for industrial purposes. To the west, across Fredrix Alley, are RS-150 (Single-Family Residence 15,000 Square Foot District) zoned properties consisting of single-family residences, as well as both undeveloped and developed LM (Light Manufacturing District) zoned properties. To the north, east and south, are developed LM (Light Manufacturing District) zoned properties. Additionally, the City Council has approved other rezoning and Special Use Permit requests in close proximity to the subject property; the 2016 approval of a rezoning request from RS-150 (Single-Family Residence District) to LM for the proposed use of an office-warehouse (RZ-16-06), the approval of a Special Use Permits in 2018 (SU-18-06) and 2020 (SUP2020-00030) allowing commercial vehicle parking (tractor and/or trailer).

In conclusion, the proposed development may be consistent with the policies of the 2040 Comprehensive Plan and the established development pattern found in the immediate area. If properly conditioned and enforced, adverse impacts may be mitigated. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**ENGINEERING DEPARTMENT**

No comment

ELECTRIC DEPARTMENT

According to the GIS map the City of Lawrenceville has single phase and three phase overhead electric service available at this location approximately 400 feet from the proposed office/storage building. The customer will need to pay all applicable fees for installation and service.

GAS DEPARTMENT

The owner must call 811 before excavating or construction to ensure that the gas lines are marked for safety.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00038

Approval of Special Use Permit allowing a Recoverd Materials Processing Facility, subject to the following enumerated conditions:

1. Limited to a Recoverd Materials Processing Facility for the disassembly, disposal and recycling of electronic equipment only.
2. The disassembly, disposal, recycling, and storage of electronic equipment shall be conducted entirely indoors.
3. Outdoor storage of disassembled, disposed, recycled or storage of electronic equipment shall be prohibited.
4. Outdoor storage of unassociated vehicles or vessels shall be prohibited.
5. The installation of a windscreen shall be required to the existing fence line along the front yard area adjacent to Fredrix Alley. At a minimum the windscreen shall be equal to the height of the existing fence line, and made of vinyl coated-polyester, polypropylene or polyethylene.
6. The front yard area adjacent to Fredrix Alley and Industrial Park Drive shall consist of the area shown on the submitted site plan or otherwise known as "Exhibit A."
7. The parking of tractor-trailers shall be on an approved hard surface and limited to the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley as shown on the submitted site plan.
8. A total of six tractor-trailers shall be allowed within the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley. Tractor-trailers may be utilized for the storage of disassembled, disposed, or recycled electronic equipment. The doors of the tractor-trailers must be closed at the end of each business day.
9. Hours of operation shall be limited to Monday through Friday, from 8 AM until 5 PM, Saturday from 8 AM until 12 PM. Sunday operations shall be prohibited.
10. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.
11. The Recoverd Materials Processing Facility shall be limited to the applicant/tenant of record. In the event, the applicant/tenant of record vacates the premises or ceases

operations of the approved facility the Special Use Permit shall be considered voided and terminated.

12. Prior to the issuance of a Certificate of Occupancy the subject property shall be in compliance with all applicable Municipal, County and State regulations.

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

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?** *If properly conditioned, yes.*
2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?** *If properly conditioned, no.*
3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use 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 Special Use proposal?** *No.*



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

SUP2020-00038

P&D

Received 9.4.2020

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: MCM Best Friend Road, LLC c/o Andersen Tate & Carr, PC	NAME: Tara Materials, Inc.
ADDRESS: 1960 Satellite Blvd, Suite 4000	ADDRESS: 322 Industrial Park Drive
CITY: Duluth	CITY: Lawrenceville
STATE: GA ZIP: 30097	STATE: GA ZIP: 30046
PHONE: 770-822-0900	PHONE: 770-557-3127
CONTACT PERSON: Melody A. Glouton, Esq. PHONE: 770-822-0900	
CONTACT'S E-MAIL: mglouton@atclawfirm.com	
* 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.	
ZONING DISTRICT(S): LM (Light Manufacturing) ACREAGE: 6.01	
PARCEL NUMBER(S): R5177 027C	
ADDRESS OF PROPERTY: 111 Fredrix Alley, Lawrenceville, Georgia	
PROPOSED SPECIAL USE: Recovered Materials Processing Facility (200.3.63)	

SIGNATURE OF APPLICANT DATE

Mason Lee Cardwell

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Michael Benator

TYPED OR PRINTED NAME

NOTARY PUBLIC



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



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

SUP2020-00038

P&D

Received 9.4.2020

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>MCM Best Friend Road, LLC c/o</u> <u>Andersen Tate & Carr, PC</u>	NAME: <u>Tara Materials, Inc.</u>
ADDRESS: <u>1960 Satellite Blvd, Suite 4000</u>	ADDRESS: <u>322 Industrial Park Drive</u>
CITY: <u>Duluth</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30097</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>770-822-0900</u>	PHONE: <u>770-557-3127</u>
CONTACT PERSON: <u>Melody A. Glouton, Esq.</u> PHONE: <u>770-822-0900</u>	
CONTACT'S E-MAIL: <u>mglouton@atclawfirm.com</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.	
ZONING DISTRICT(S): <u>LM (Light Manufacturing)</u> ACREAGE: <u>6.01</u>	
PARCEL NUMBER(S): <u>R5177 027C</u>	
ADDRESS OF PROPERTY: <u>111 Fredrix Alley, Lawrenceville, Georgia</u>	
PROPOSED SPECIAL USE: <u>Recovered Materials Processing Facility (200.3.63)</u>	

SIGNATURE OF APPLICANT

DATE

Mason Lee Cardwell

TYPED OR PRINTED NAME

NOTARY PUBLIC

SIGNATURE OF OWNER

DATE

Michael Benator

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



ANDERSEN | TATE | CARR

Melody A. Glouton
Email: mglouton@atclawfirm.com

Telephone: 770.822.0900
Direct Dial: 770.339.0475
Direct Fax: 770.236.9719

SUP2020-00038

P&D

Received 9.4.2020

September 3, 2020

VIA E-MAIL DELIVERY

City of Lawrenceville
Attn: Todd Hargrave, Director of Planning and Development
70 S. Clayton St.
Lawrenceville, GA 30046
planning@lawrencevillega.org

**RE: JUSTIFICATION FOR SPECIAL USE PERMIT FOR
MCM BEST FRIEND ROAD, LLC
(111 Fredrix Alley, Lawrenceville Georgia)**

Dear Mayor and Council:

This letter is written on behalf of MCM Best Fried Road, LLC (the "Applicant"), in connection with the Special Use Permit application for property located at 111 Fredrix Alley in Lawrenceville, Georgia (the "Subject Property"). The Subject Property is further identified by tax parcel ID number R5177 027C.

Constitutional Objections

The portions of the City of Lawrenceville Zoning Ordinance, as amended, (the "Zoning Ordinance") which classify or may classify the Subject Property which is the subject of the special use permit application into any more or less intensive zoning classification, development and/or conditions other than as requested by the Applicant are, and would be, unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Ordinance, as applied to the Subject Property, which restricts its use to the present zoning classification, is unconstitutional, illegal, null and void, constituting a taking of the Applicant's property in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States denying the Applicant any economically viable use of the Subject Property while not substantially advancing legitimate state interests. Under *Lathrop v.*

Deal, the application of the Zoning Ordinance in a way that constitutes a taking shall be deemed a waiver of sovereign immunity.¹

The Subject Property is presently suitable for development with the special use permit as requested by the Applicant and is not economically suitable for development under its present zoning classification with conditions. A denial of the requested special use permit would constitute an arbitrary and capricious act by the Mayor and Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Mayor and Council to approve the special use permit by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution.

Any approval in the special use permit of the Subject Property, subject to conditions which are different from the requested conditions by which the Applicant may amend its application, to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the Subject Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Subject Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions as set forth hereinabove.

Accordingly, the Applicant respectfully requests that the special use permit application submitted by the Applicant relative to the Subject Property be granted and that the Subject Property be approved for the special use permit as shown on the respective application.

Respectfully,

ANDERSEN, TATE & CARR, P.C.

Melody A. Glouton

Melody A. Glouton

MAG/ag

¹ *Lathrop v. Deal*, 301 Ga 408, 880-881 S.E. 2d 867 (2017)

EXHIBIT "A"

LEGAL DESCRIPTION

SUP2020-00038

P&D

Received 4.2020

All that tract or parcel of land lying and being in Land Lot 177 of the 5th Land District, Gwinnett County, Georgia, containing 9.30 acres and designated as Tract "G" on survey prepared for Lawrenceville Industrial Park No. 1 by Higginbotham & James, Surveyors, surveyed March 2, 1965, as finally revised August 14, 1968, and recorded in Plat Book "Q", Page 179, plat records of Gwinnett County, and described particularly according to said plat and survey as follows:

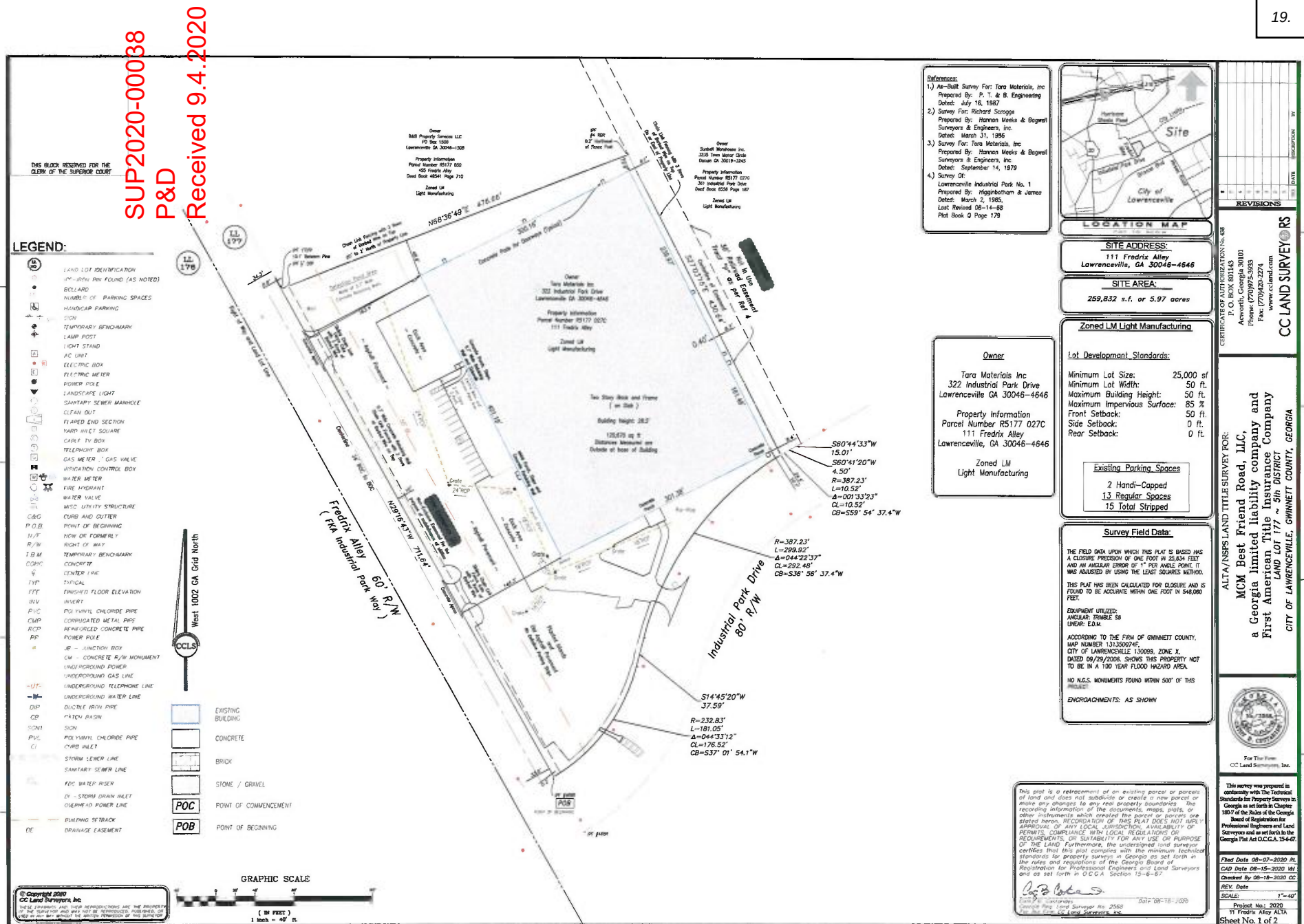
BEGINNING at an iron pin marking the intersection of the northwesterly right of way line of an 80 foot street known as Industrial Park Drive with the northeasterly right of way line of a 60 foot street known as Industrial Park Way, and run thence North 29 degrees 57 minutes West along the northeasterly right of way line of Industrial Park Way 1011.8 feet to an iron pin corner at property of Whitlock; thence along property of Whitlock, North 67 degrees 46 minutes East 489.8 feet to a 30 foot railroad easement designated on the above referred to plat as Tract "P"; thence along Tract "P", South 27 degrees 37 minutes East 730.5 feet to the northwesterly right of way line of Industrial Park Drive; thence along the northwesterly right of way line of said Drive in a southwesterly direction 518.6 feet to an iron pin marking the intersection of the northwesterly right of way line of Industrial Park Drive with the northeasterly right of way line of Industrial Park Way, being the point of beginning.

LESS AND EXCEPT AND SPECIFICALLY EXCLUDING:

All that tract or parcel of land lying and being in Land Lot 177 of the 5th District, Gwinnett County, Georgia, containing 3.2990 acres, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the point formed by the intersection of the Northwestern right of way line of Industrial Park Drive (80 foot right of way) and the Southeastern right of way line of Industrial Park Way (60 foot right of way) and run thence from said point of intersection along the Southeastern right of way line of Industrial Park Way, North 29 degrees 50 minutes 28 seconds West 711.64 feet to an iron pin located on said right of way, which is the TRUE POINT OF BEGINNING; thence from said iron pin point of beginning run along the Southeastern right of way of Industrial Park Way North 29 degrees 50 minutes 28 seconds West 300.00 feet to an iron pin; thence run North 67 degrees 53 minutes 22 seconds East 488.17 feet to an iron pin; run thence South 27 degrees 37 minutes 18 seconds East 300.00 feet to an iron pin; run thence South 68 degrees 03 minutes 02 seconds West 476.63 feet to an iron pin located on the Southeastern right of way line of Industrial Park Way, which is the TRUE POINT OF BEGINNING. The above described property is shown on a plat of survey entitled "Survey for Richard Scroggs", dated March 31, 1986, prepared by Hannon, Meeks & Bagwell, Surveyors, & Engineers, Inc., certified by Mack L. Meeks, Georgia Registered Land Surveyor No. 1497, and is identified as Tract No. 1 thereon.

SAID PROPERTY HAVING A CURRENT STREET ADDRESS OF 111 FREDRIX ALLEY, LAWRENCEVILLE, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING IN GWINNETT COUNTY, GEORGIA.



E:\CC Land Desktop\Projects\2020\111 Fredrix Alley ALTA 5 series\DWG\111 Fredrix Alley ALTA.dwg, 10:06 ALTA 1.dwg, Aug 30, 2020 : 2x207pm

SUP2020-00038
P&D
Received 9.4.2020

THIS BLOCK RESERVE FOR THE
BENEFIT OF THE SUPERIOR COURT

LEGAL DESCRIPTION:

111 Fredrix Alley
Lawrenceville, GA 30046

All that lot or parcel of land lying in and being a part of Land Lot 177, 5th District, Senior, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

Block 100, an air tract, located at the intersection of the northwesterly right-of-way of Fredrix Alley (being a 60' right-of-way) and the northwesterly right-of-way of Industrial Park Drive (being an 80' right-of-way).

More particularly, the northeast right-of-way of Fredrix Alley (being a 60' right-of-way) and the northeast right-of-way of Industrial Park Drive (being an 80' right-of-way).

Thence along said right-of-way North 68 degrees 36 minutes 49 seconds East, a distance of 476.66 feet to an iron pin found located on the 30' southwest easement of the railroad (which is not in use);

Thence along said right-of-way South 77 degrees 03 minutes 15 seconds East, a distance of 430.64 feet to a point located on the northerly right-of-way of Industrial Park Drive (being an 80' right-of-way);

Thence along said right-of-way along a curve to the left, with a radius of 387.23 feet, an arc distance of 299.92 feet and being sub-tended by a chord bearing of South 38 degrees 56 minutes 37.4 seconds West, a chord distance of 291.48 feet to a point;

Thence continuing along said right-of-way South 14 degrees 45 minutes 20 seconds West, a distance of 37.59 feet to a point;

Thence continuing along said right-of-way along a curve to the right, with a radius of 332.83 feet, an arc distance of 181.20 feet and being sub-tended by a chord bearing of South 57 degrees 01 minutes 54.1 seconds West, a chord distance of 178.53 feet to an iron pin found, being the Point of Beginning;

Said tract contains 259,832 square feet or 5.97 acres, more or less.

EXCEPTIONS

MATTERS OF TITLE ARE LIMITED TO TITLE INFORMATION PROVIDED BY:
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 2-30380 EFFECTIVE DATE JULY 29, 2020 at 5:00 P.M.

MATTERS OF TITLE -- PART II, SCHEDULE B

(b) Easement rights of Seaboard Coastline Railroad as evidenced in that certain Warranty Deed from National Service Properties, Inc. to Tara Materials, Inc., dated March 23, 1978, filed for record May 27, 1978 at 2:42 p.m., recorded in Deed Book 1439, Page 332, Records of Gwinnett County, Georgia.

APPLICABLE

(7) Easement from Tara Materials, Inc. to Georgia Power Company, dated February 7, 1980, filed for record February 15, 1980 at 3:03 p.m., recorded in Deed Book 1894, Page 233, referenced Records.

REFERS TO TARA MATERIALS, INC.

BUT ADDRESS IS 322 INDUSTRIAL PARK DRIVE WHICH IS ACROSS THE STREET Description is vague as to how wide the easement is, therefore NOT PLOTTABLE.

(1) Easement as contained in that certain Warranty Deed from Tara Materials, Inc. to Richard K. Scroggs, dated April 11, 1985, filed for record April 11, 1986 at 3:19 p.m., recorded in Deed Book 2476, Page 43, referenced Records.

APPLICABLE, PLOTTED AS SHOWN.

(2) All those matters as disclosed by that certain plot recorded in Plot Book Q, Page 179, referenced Records.

APPLICABLE, PLOTTED AS SHOWN.

(3) All matters as disclosed by that certain survey entitled "As-Built Survey For Tara Materials, Inc.", prepared by P.T. & B. Engineering, bearing the seal and certification of Paul W. McInnis, Georgia Registered Land Surveyor No. 2356, dated July 16, 1987, being designated as Job No. 173/86.

APPLICABLE, PLOTTED AS SHOWN.

(4) All matters as disclosed by that certain survey entitled "As-Built For MCM Best Friend Rd LLC", prepared by CC Land Surveys, bearing the seal and certification of Cathy B. Costardes, Georgia Professional Land Surveyor No. 2568, dated August 7, 2020, being designated as Project No. 2020.

APPLICABLE, PLOTTED AS SHOWN.

References:

- 1.) As-Built Survey For: Tara Materials, Inc.
Prepared By: P.T. & B. Engineering
Dated: July 16, 1987
- 2.) Survey For: Richard Scroggs
Prepared By: Hanson Meeks & Boggs
Surveyors & Engineers, Inc.
Dated: March 31, 1986
- 3.) Survey For: Tara Materials, Inc.
Prepared By: Hanson Meeks & Boggs
Surveyors & Engineers, Inc.
Dated: September 14, 1979
- 4.) Survey Of:
Lawrenceville Industrial Park No. 1
Prepared By: Hogginsbath & Jones
Dated: March 2, 1955
Last Revised 08-14-85
Plot Book Q Page 179



SITE ADDRESS:

111 Fredrix Alley
Lawrenceville, GA 30046-4646

SITE AREA:

259,832 s.f. or 5.97 acres

Zoned LM Light Manufacturing

Lot Development Standards:

Minimum Lot Size: 25,000 sf
Minimum Lot Width: 50 ft.
Maximum Building Height: 50 ft.
Maximum Impervious Surface: 85 %
Front Setback: 50 ft.
Side Setback: 0 ft.
Rear Setback: 0 ft.

Existing Parking Spaces

2 Hand-Capped
13 Regular Spaces
15 Total Stripped

Survey Field Data:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 25,824 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT. IT WAS ADJUSTED BY USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 548,089 FEET.

EQUIPMENT UTILIZED:
ANGULAR: TRIANGLE 56
LINEAR: E.D.M.

ACCORDING TO THE FIRM OF GWINNETT COUNTY,
MAP NUMBER 131350074
CITY OF LAWRENCEVILLE 130099, ZONE X,
DATED 05/29/2006 SHOWS THIS PROPERTY NOT TO BE IN A 100 YEAR FLOOD HAZARD AREA.

NO N.E.S. MONUMENTS FOUND WITHIN 500' OF THIS PROJECT.

ENDORSEMENTS: AS SHOWN

Owner

Tara Materials Inc
322 Industrial Park Drive
Lawrenceville GA 30046-4646

Property Information
Parcel Number R5177 027C
111 Fredrix Alley
Lawrenceville, GA 30046-4646

Zoned LM
Light Manufacturing

ALTANS/SPS Table A Options

16. No observed evidence of current earth moving work, building construction or building additions.
17. No known proposed changes in street right of way lines. No observed evidence of recent street or sidewalk construction or repairs.
18. No observed evidence of site being used as a solid waste dump, pump or sanitary landfill.
19. No wetlands report was provided, and no wetlands delineation markers were observed in the process of conducting the fieldwork.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for properly surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 13-6-67.

Cathy B. Costardes
Cathy B. Costardes
Georgia Reg. Land Surveyor No. 2568
Date 08-25-2020
See the form CC-LAND-SURVEYOR-001

ALTANS/SPS CERTIFICATION:

To MCM Best Friend Road, LLC, a Georgia limited liability company, First American Title Company. This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, 19, and 20 of Table A herein.

The fieldwork was completed on August 7, 2020.
Date of Plat or Map: August 25, 2020.

Cathy B. Costardes
Cathy B. Costardes, L.S.
Professional Land Surveyor No. 2568

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CC Land Surveys, Inc.
ALL RIGHTS RESERVED. NO REPRODUCTION OR REUSE OF THIS DOCUMENT OR ANY PART OF IT IS PERMITTED WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

CERTIFICATE OF AUTHORIZATION No. 85
P.O. BOX 80143
Atlanta, Georgia 30301
Phone: (770)975-2803
Fax: (770)420-2274
www.ccland.com

CC LAND SURVEYORS

ALTA/NSPS LAND TITLE SURVEY FOR:
MCM Best Friend Road, LLC,
a Georgia limited liability company and
First American Title Insurance Company
LAND LOT 177 ~ 5th DISTRICT
CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA



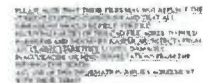
For The Firm
CC Land Surveys, Inc.

This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 1807 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

Filed Date 08-07-2020 RL
CAD Date 08-24-2020 MV
Checked By 08-25-2020 CV
REV. Date:
SCALE: 1"=40'
Project No.: 2020
11 Fredrix Alley ALTA
Sheet No. 2 of 2

De

Received 9.4.2020



Sheet: A.0 Existing Floor Plan 1/8"=1'-0"
Office 650 sf Total building approx. 120,360 s.f.

Sheet: A.0 Existing Floor Plan

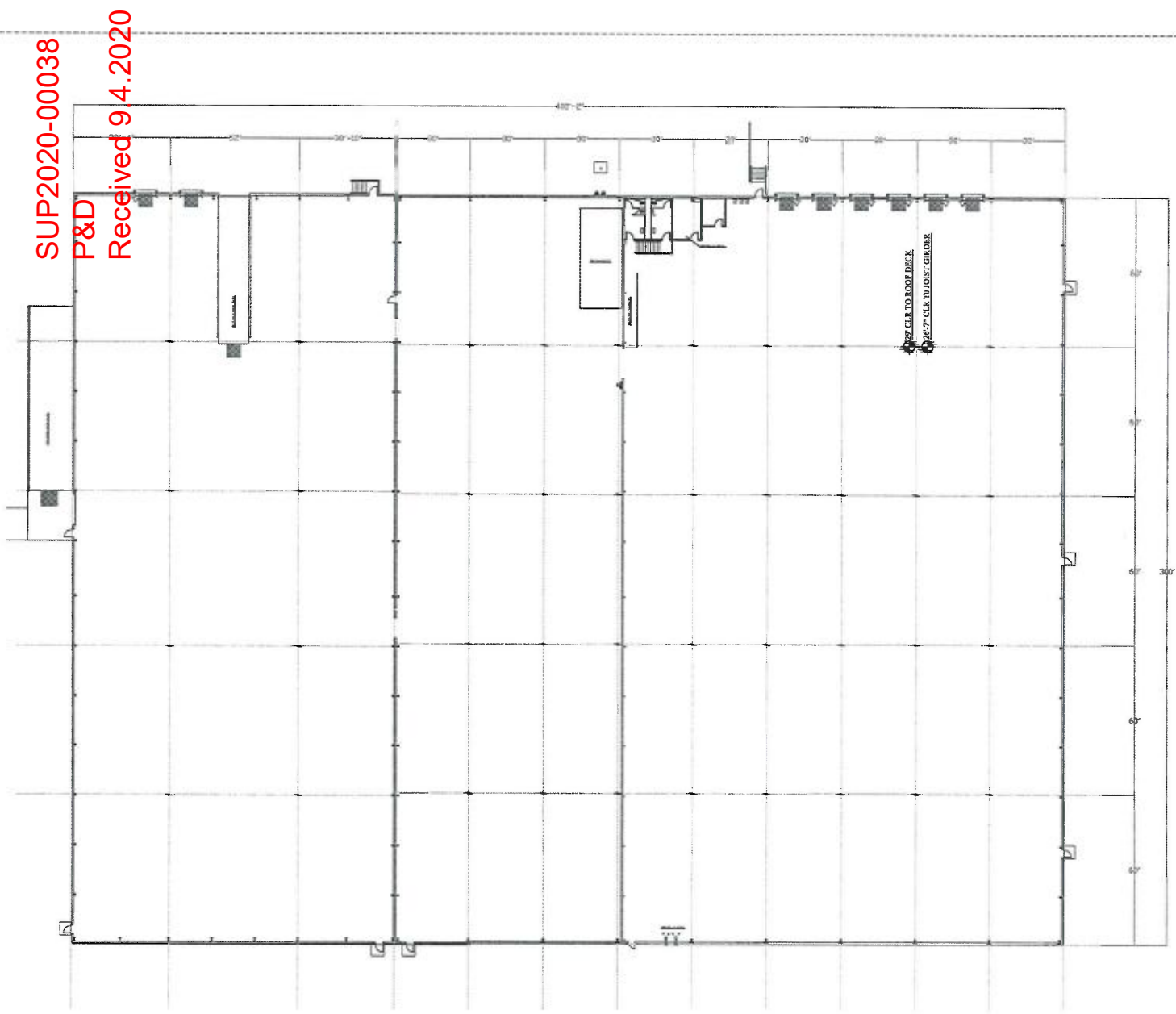
111 Fredrix Alley
Lawrenceville, Georgia

Doc Number: 112441
Issued for: 2007
Issued on: 2007

Kasper Architects

$\text{H}_2\text{O} + \text{CO}_2 \rightleftharpoons \text{H}_2\text{CO}_3$

[illegible]



SUP2020-00038
P&D
Received 9.4.2020

Sheet:A.0 Existing Floor Plan **1/8"=1'-0"**
Office 650 sf **Total building approx. 120,360 s.f.**

PLEASE NOTE THAT THESE FILES MAY NOT REFLECT THE
 LATEST REVISIONS AND CHANGES. THE DIMENSIONS SHOWN IN THESE FILES
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 KASPER ARCHITECTS, 4434 POWERS FERRY ROAD, ATLANTA, GA 30341
 TEL: 404.843.0850 FAX: 404.843.0970
 WWW.KASPERARCHITECTS.COM

Sheet:A.0 Existing Floor Plan

111 Fredrix Alley
Lawrenceville, Georgia

Job Number: #194.49
 Issued for: _____ date: _____
 Issued for review: July 12, 2019

Kasper Architects
 4434 Powers Ferry Road, Atlanta, Georgia ph (404)843.0850 fax(404)843.0970

19.



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*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Area
File #SUP2020-00038

Applicant:
MCM Best Friend Road, LLC
c/o Andersen Tate & Carr, PC

Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

Page 286



*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File #SUP2020-00038

Applicant:
MCM Best Friend Road, LLC
c/o Andersen Tate & Carr, PC
Legend

 Subject Property

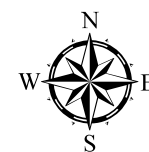
 Parcels

 Roads

ZONING

 LM Light Manufacturing

 RS150 Single-Family Residence



0 75 150

Page 287

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 10052020

SUP2020-00038

Approval of Special Use Permit allowing a Recoverd Materials Processing Facility, subject to the following enumerated conditions:

1. Limited to a Recoverd Materials Processing Facility for the disassembly, disposal and recycling of electronic equipment only.
2. The disassembly, disposal, recycling, and storage of electronic equipment shall be conducted entirely indoors.
3. Outdoor storage of disassembled, disposed, recycled or storage of electronic equipment shall be prohibited.
4. Outdoor storage of unassociated vehicles or vessels shall be prohibited.
5. The installation of a windscreen shall be required to the existing fence line along the front yard area adjacent to Fredrix Alley. At a minimum the windscreen shall be equal to the height of the existing fence line, and made of vinyl coated-polyester, polypropylene or polyethylene.
6. The front yard area adjacent to Fredrix Alley and Industrial Park Drive shall consist of the area shown on the submitted site plan or otherwise known as "Exhibit **A B.**"
7. The parking of tractor-trailers shall be on an approved hard surface and limited to the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley as shown on the submitted site plan.
8. A total of six tractor-trailers shall be allowed within the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley. Tractor-trailers may be utilized for the storage of

disassembled, disposed, or recycled electronic equipment. The doors of the tractor-trailers must be closed at the end of each business day.

9. Hours of operation shall be limited to Monday through Friday, from **8 7** AM until 5 PM, Saturday from 8 AM until 12 PM. Sunday operations shall be prohibited.

~~10. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.~~

10. The Recoverd Materials Processing Facility shall be limited to the applicant/tenant of record. In the event, the applicant/tenant of record vacates the premises or ceases operations of the approved facility the Special Use Permit shall be considered voided and terminated.

11. Prior to the issuance of a Certificate of Occupancy the subject property shall be in compliance with all applicable Municipal, County and State regulations.

12. The subject property shall be limited to a total of two dumpsters. The dumpsters shall be located adjacent to the northwest corner of the existing structure as shown shown on the submitted site plan or otherwise known as "Exhibit B."

13. The dumpsters shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure. The dumpsters and associated enclosure and pad shall be located outside of any required buffer, easement or setback.

14. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.

PLANNING AND DEVELOPMENT DEPARTMENT (P&D)
P&D RECOMMENDED CONDITIONS - 09182020

SUP2020-00038

Approval of Special Use Permit allowing a Recoverd Materials Processing Facility, subject to the following enumerated conditions:

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6. The front yard area adjacent to Fredrix Alley and Industrial Park Drive shall consist of the area shown on the submitted site plan or otherwise known as "Exhibit A."
7. The parking of tractor-trailers shall be on an approved hard surface and limited to the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley as shown on the submitted site plan.
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operations of the approved facility the Special Use Permit shall be considered voided and terminated.

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CITY COUNCIL WORK SESSION (CCWS)
CCWS RECOMMENDED CONDITIONS – 10142020

Approval of Special Use Permit allowing a Recovered Materials Processing Facility, subject to the following enumerated conditions:

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- G. The parking of tractor-trailers shall be on an approved hard surface and limited to the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley as shown on the submitted site plan.
- H. A total of six tractor-trailers shall be allowed within the front yard area, from curb-cut to curb-cut, adjacent to Fredrix Alley. Tractor-trailers may be utilized for the

storage of disassembled, disposed, or recycled electronic equipment. The doors of the tractor-trailers must be closed at the end of each business day.

- I. Hours of operation shall be limited to Monday through Friday, from ~~8~~ **7** AM until 5 PM, Saturday from 8 AM until 12 PM. Sunday operations shall be prohibited.

~~J. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.~~

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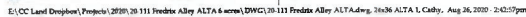
- 11. Prior to the issuance of a Certificate of Occupancy the subject property shall be in compliance with all applicable Municipal, County and State regulations.

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14. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.

Received 9.4.2020





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 26, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Clayton Street at Nash Street Parking Lot Project Change Order 1
Department:	Engineering
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	\$61,542.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of Clayton Street at Nash Street Parking Lot Project Change Order 1 to awarded contractor, Helix Group, Inc., amount not to exceed \$61,542.00. Authorization for Mayor to execute change order 1.

Summary: This change order is to relocate the retaining wall and to increasing the height of the wall that will be moved back into the grade four to five feet.

Background: This contract was awarded at the July 27, 2020 regular meeting in the amount of \$382,757.29.

Fiscal Impact: Amount not to exceed \$61,542.00. This contract is funded by the Capital Outlay Fund (3551565.541000). Project 26-007. This will bring the total contract value to \$444,299.29.

Attachments/Exhibits:
Change Order



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Engineering Change Order #: 1

Project/PO: Clayton at Nash Parking Lot [PO # 20211263] Change Order Date: 10/12/2020

Contractor/Vendor: Helix Group

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Remove and relocate wall footing	\$61,542.00
Net Amount			\$61,542.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$ 382,757.29

Previous Change Order Amount: \$ -0-

Amount of Change Order Requested (Increase/Decrease) \$ 61,542.00

New Contract/PO Amount (Including this Change Order) \$ 444,299.29

This contract period provided for completion will be increased/decreased by N/A calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Johannes Louw
Requestor

Dennis Billew
Department Director

Authorized Approval



HELIX GROUP

1375 Oakley Industrial Blvd
Fairburn, GA 30213
P: 470-491-4500 | F: 470-491-4514

October 12, 2020

Customer/Engineer Info

City of Lawrenceville

Project Name: Clayton Street parking

Scope: Provide equipment and labor to remove, regrade and repour wall footing. Option 2.

TOTAL

\$61542.00

Exclusions & Clarification:

- 1) No permits, bonds and/or fees included.
- 2) This work is subject to a "Rock Claus"
- 3) Survey provided.
- 4) Erosion control provided.
- 5) Our proposal excludes the following items: removal or remediation of hazardous materials, water and sewer tap fees, dedicated on-site safety representative (separate from the superintendent), drilling & blasting of rock for pits or shafts, removal and replacement of landscaping, removal and replacement of existing signs, removal, relocation or replacement of existing utilities, removal and replacement of guard rail, traffic control, surveying, settlement monitoring, laydown area for excess spoil (to off-site)
- 6) Any permits and flagman along with any cost associated with work have been excluded. Pricing excludes 24/7 work. Pricing assumes a normal 10hr/5 day per week work time.
- 7) Hydro-excavation is excluded. This includes locating utilities in pavement/roadway. All utilities located in roadway will be located by GC and elevations provided to Helix.
- 8) Our work is warrantied one year from the final acceptance by the county. The cost for the one year maintenance inspection is not included.
- 9) No hydraulic hammering is included. Any and all hammering is excluded at this time.
- 10) Settlement monitoring is excluded, should this be required GC will be responsible to install and monitor markers.

- 11) Any additional engineering information required by the owner/ GC is excluded. I.E. Design data, cross sections & any field survey.
- 12) Any liquidated damages/special conditions are excluded.
- 13) Construction fencing and/or barricades for work area & lay down areas are excluded.
- 14) Removal of man-made obstructions of any kind is excluded. No hand work or tunneling is included.
- 15) If Helix work is impacted by interruptions, obstructions, schedule accelerations, delays, or out of sequence work, beyond our reasonable control; additional cost will be billed at cost plus including: lost production, overtime, and extended general conditions. Our work schedule will be extended appropriately.
- 16) Should the final design differ from the original bid documents or agreed work manner, pricing and clarifications we reserve the right to reprice accordingly
- 17) Price includes a 45 day extension to project.

Pay Terms:

** All Billings are Net 30 Terms **

Ross Wright

Project Manager



GRADING | UTILITY | CONCRETE | SITE | DEMOLITION

1375 Oakley Industrial | Fairburn GA 30213 www.helixgroupinc.com

C: (678) 378-8007

Email: Ross@helixgroupinc.com

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 26, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Five Forks Trickum Sidewalk Improvements Project
Department:	Administration
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	\$4,659,593.19
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award Five Forks Trickum Sidewalk Improvements Project to low bidder, Lewallen Construction Company, Inc., amount not to exceed \$4,659,593.19. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This pedestrian improvement project consists 2.64 miles of clearing & grubbing, grading, asphalt paving, earthwork, storm drain pipe, curb & gutter, sidewalk, lighting, traffic signals, ITS and striping.

Fiscal Impact: Amount not to exceed \$4,659,593.19. This project is funded by the Capital Outlay Fund (3554200-541000). Project SP-007.

Attachments/Exhibits:

Bid Tabulation
Recommendation Letter

SB003-21
Five Forks Trickum Sidewalk Improvements Project
Engineering Department

			A1 Contracting, LLC		CMES, Inc.		The Dickerson Group, Inc.		JHC Corporation	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project										
5	TRAFFIC CONTROL - PROJECT: STONE MOUNTAIN STREET SIDEWALK	1 LS	\$150,000.00	\$150,000.00	\$221,457.00	\$221,457.00	\$250,000.00	\$250,000.00	\$275,000.00	\$275,000.00
10	EROSION CONTROL - STONE MOUNTAIN STREET SIDEWALK	1 LS	\$85,000.00	\$85,000.00	\$12,775.00	\$12,775.00	\$22,500.00	\$22,500.00	\$50,000.00	\$50,000.00
15	TEMPORARY GRASSING	9 AC	\$450.00	\$4,050.00	\$200.00	\$1,800.00	\$1,200.00	\$10,800.00	\$750.00	\$6,750.00
20	MULCH	500 TN	\$180.00	\$90,000.00	\$40.00	\$20,000.00	\$350.00	\$175,000.00	\$320.00	\$160,000.00
25	CONSTRUCTION EXIT	1 EA	\$6,500.00	\$6,500.00	\$1,520.00	\$1,520.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00
30	CONSTRUCT AND REMOVE ROCK FILTER DAMS	77 EA	\$150.00	\$11,550.00	\$350.00	\$26,950.00	\$180.00	\$13,860.00	\$500.00	\$38,500.00
35	CONSTRUCT AND REMOVE STONE FILTER RING	13 EA	\$150.00	\$1,950.00	\$800.00	\$10,400.00	\$180.00	\$2,340.00	\$900.00	\$11,700.00
40	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	161 EA	\$50.00	\$8,050.00	\$150.00	\$24,150.00	\$225.00	\$36,225.00	\$220.00	\$35,420.00
45	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	9,025 LF	\$0.50	\$4,512.50	\$0.20	\$1,805.00	\$3.00	\$27,075.00	\$0.01	\$90.25
50	MAINTENANCE OF CONSTRUCTION EXIT	1 EA	\$3,500.00	\$3,500.00	\$150.00	\$150.00	\$750.00	\$750.00	\$700.00	\$700.00
55	MAINTENANCE OF INLET SEDIMENT TRAP	161 EA	\$100.00	\$16,100.00	\$30.00	\$4,830.00	\$75.00	\$12,075.00	\$0.01	\$1.61
60	MAINTENANCE OF ROCK FILTER DAM	38 LF	\$50.00	\$1,900.00	\$100.00	\$3,800.00	\$40.00	\$1,520.00	\$0.01	\$0.38
65	TEMPORARY SILT FENCE, TYPE C	17,967 LF	\$3.00	\$53,901.00	\$2.70	\$48,510.90	\$4.00	\$71,868.00	\$4.25	\$76,359.75
70	FOUND BK FILL MATL, TP II	810 CY	\$65.00	\$52,650.00	\$39.00	\$31,590.00	\$45.00	\$36,450.00	\$45.00	\$36,450.00
75	GRADING COMPLETE - PROJECT: STONE MOUNTAIN STREET SIDEWALK	1 LS	\$1,015,999.50	\$1,015,999.50	\$1,273,152.00	\$1,273,152.00	\$400,000.00	\$400,000.00	\$2,816,500.00	\$2,816,500.00
80	UNDERCUT EXCAVATION - PROJECT: STONE MOUNTAIN STREET SIDEWALK (PER SPECIFICATION 210.5C)	750 CY	\$7.50	\$5,625.00	\$7.50	\$5,625.00	\$7.50	\$5,625.00	\$7.50	\$5,625.00
85	GR AGGR BASE CRS, INCL MATL	3720 TN	\$32.00	\$119,040.00	\$37.00	\$137,640.00	\$33.00	\$122,760.00	\$49.00	\$182,280.00
90	AGGR SURF CRS	100 TN	\$32.00	\$3,200.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$45.00	\$4,500.00
95	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE 1, GP1 OR BLEND 1, INCL BITUM MATL & H LIME	882 TN	\$120.00	\$105,840.00	\$126.00	\$111,132.00	\$189.00	\$166,698.00	\$125.00	\$110,250.00
100	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	516 TN	\$125.00	\$64,500.00	\$111.00	\$57,276.00	\$180.00	\$92,880.00	\$128.00	

105	TACK COAT	1,150	GL	\$6.00	\$6,900.00	\$4.50	\$5,175.00	\$8.00	\$9,200.00	\$6.00	\$6,900.00
110	MILL ASPH CONC PVMT, VARIABLE DEPTH	7,342	SY	\$6.00	\$44,052.00	\$3.50	\$25,697.00	\$4.00	\$29,368.00	\$5.00	\$36,710.00
115	CONC SLOPE DRAIN	125	SY	\$65.00	\$8,125.00	\$52.00	\$6,500.00	\$80.00	\$10,000.00	\$35.00	\$4,375.00
120	DRIVEWAY CONCRETE, 6 IN TK	858	SY	\$42.00	\$36,036.00	\$46.00	\$39,468.00	\$50.00	\$42,900.00	\$60.00	\$51,480.00
125	CONC SIDEWALK, 4 IN	10043	SY	\$32.00	\$321,376.00	\$30.00	\$301,290.00	\$30.00	\$301,290.00	\$43.00	\$431,849.00
130	CONC VALLEY GUTTER, 6 IN	1657	SY	\$45.00	\$74,565.00	\$42.00	\$69,594.00	\$45.00	\$74,565.00	\$60.00	\$99,420.00
135	CONCRETE HEADER CURB, 6 IN, TP 2	125	LF	\$18.00	\$2,250.00	\$15.00	\$1,875.00	\$10.00	\$1,250.00	\$16.00	\$2,000.00
140	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	18820	LF	\$18.00	\$338,760.00	\$15.00	\$282,300.00	\$20.00	\$376,400.00	\$20.00	\$376,400.00
145	CONC HEADWALL/WINGWALL	4	CY	\$1,250.00	\$5,000.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00	\$800.00	\$3,200.00
150	CLASS A CONCRETE (CULVERT EXTENSION)	10	CY	\$975.00	\$9,750.00	\$1,950.00	\$19,500.00	\$1,500.00	\$15,000.00	\$1,250.00	\$12,500.00
155	CLASS B CONCRETE	12	CY	\$750.00	\$9,000.00	\$950.00	\$11,400.00	\$750.00	\$9,000.00	\$1,000.00	\$12,000.00
160	CLASS A CONCRETE, INCL REINF STEEL	12	CY	\$650.00	\$7,800.00	\$1,300.00	\$15,600.00	\$500.00	\$6,000.00	\$1,600.00	\$19,200.00
165	CLASS B CONC, BASE OR PVMT WIDENING	121	CY	\$250.00	\$30,250.00	\$150.00	\$18,150.00	\$250.00	\$30,250.00	\$250.00	\$30,250.00
170	BAR REINF STEEL (CULVERT EXTENSION)	1368	LB	\$2.00	\$2,736.00	\$2.00	\$2,736.00	\$5.00	\$6,840.00	\$2.00	\$2,736.00
175	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	330	LF	\$45.00	\$14,850.00	\$31.00	\$10,230.00	\$28.50	\$9,405.00	\$75.00	\$24,750.00
180	STORM DRAIN PIPE, 15 IN, H 1-10	49	LF	\$35.00	\$1,715.00	\$39.00	\$1,911.00	\$38.00	\$1,862.00	\$42.00	\$2,058.00
185	STORM DRAIN PIPE, 18 IN, H 1-10	5,472	LF	\$45.00	\$246,240.00	\$66.00	\$361,152.00	\$35.00	\$191,520.00	\$60.00	\$328,320.00
190	STORM DRAIN PIPE, 24 IN, H 1-10	516	LF	\$55.00	\$28,380.00	\$57.00	\$29,412.00	\$55.00	\$28,380.00	\$70.00	\$36,120.00
195	STORM DRAIN PIPE, 30 IN, H 1-10	911	LF	\$65.00	\$59,215.00	\$95.00	\$86,545.00	\$75.00	\$68,325.00	\$90.00	\$81,990.00
200	STORM DRAIN PIPE, 36 IN, H 1-10	437	LF	\$85.00	\$37,145.00	\$112.00	\$48,944.00	\$90.00	\$39,330.00	\$125.00	\$54,625.00
205	STORM DRAIN PIPE, 60 IN, H 1 - 10	291	LF	\$350.00	\$101,850.00	\$221.00	\$64,311.00	\$350.00	\$101,850.00	\$240.00	\$69,840.00
210	FLARED END SECTION 18 IN, STORM DRAIN	7	EA	\$1,500.00	\$10,500.00	\$1,100.00	\$7,700.00	\$800.00	\$5,600.00	\$500.00	\$3,500.00
215	FLARED END SECTION 24 IN, STORM DRAIN	1	EA	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$550.00	\$550.00
220	FLARED END SECTION 36 IN, STORM DRAIN	2	EA	\$2,200.00	\$4,400.00	\$1,700.00	\$3,400.00	\$1,450.00	\$2,900.00	\$700.00	\$1,400.00
225	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	250	LF	\$11.00	\$2,750.00	\$5.00	\$1,250.00	\$12.00	\$3,000.00	\$32.00	\$8,000.00
230	STN DUMPED RIP RAP, TP 1, 12 IN	64	SY	\$18.00	\$1,152.00	\$65.00	\$4,160.00	\$60.00	\$3,840.00	\$65.00	\$4,160.00
235	STN DUMPED RIP RAP, TP 3, 24 IN	200	SY	\$21.00	\$4,200.00	\$72.00	\$14,400.00	\$55.00	\$11,000.00	\$100.00	\$20,000.00
240	PLASTIC FILTER FABRIC	264	SY	\$4.00	\$1,056.00	\$2.00	\$528.00	\$2.00	\$528.00	\$6.00	\$1,584.00
245	CLASS A CONCRETE, INCL REINF STEEL - RUBBLE WALL FOOTING	10	CY	\$475.00	\$4,750.00	\$1,050.00	\$10,500.00	\$1,200.00	\$12,000.00	\$500.00	\$5,000.00
250	MORTAR RUBBLE MASONRY	12	CY	\$850.00	\$10,200.00	\$480.00	\$5,760.00	\$1,200.00	\$14,400.00	\$700.00	\$8,400.00
255	REMOVE LIGHTING STANDARD	1	EA	\$875.00	\$875.00	\$440.00	\$440.00	\$1,000.00	\$1,000.00	\$150.00	\$150.00
260	REM SIGN	36	EA	\$15.00	\$540.00	\$30.00	\$1,080.00	\$75.00	\$2,700.00	\$125.00	\$4,500.00

265	RESET SIGN	36	EA	\$150.00	\$5,400.00	\$30.00	\$1,080.00	\$150.00	\$5,400.00	\$220.00	\$7,920.00
270	RESET LIGHTING STANDARD	1	EA	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
275	RECONSTRUCT CATCH BASIN, GROUP 1	2	EA	\$1,250.00	\$2,500.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$3,700.00	\$7,400.00
280	BARRIER FENCE (ORANGE), 4 FT	595	LF	\$1.00	\$595.00	\$2.00	\$1,190.00	\$2.00	\$1,190.00	\$3.00	\$1,785.00
285	CATCH BASIN, GP 1	52	EA	\$2,500.00	\$130,000.00	\$2,600.00	\$135,200.00	\$3,250.00	\$169,000.00	\$5,500.00	\$286,000.00
290	CATCH BASIN, GP 1, ADDL DEPTH	70	LF	\$250.00	\$17,500.00	\$100.00	\$7,000.00	\$60.00	\$4,200.00	\$325.00	\$22,750.00
295	CATCH BASIN, GP 1, SPCL DES	6	EA	\$3,500.00	\$21,000.00	\$2,200.00	\$13,200.00	\$4,500.00	\$27,000.00	\$6,000.00	\$36,000.00
300	DROP INLET, GP 1	45	EA	\$1,650.00	\$74,250.00	\$1,700.00	\$76,500.00	\$2,450.00	\$110,250.00	\$4,000.00	\$180,000.00
305	DROP INLET, GP 1, ADDL DEPTH	20	LF	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$60.00	\$1,200.00	\$325.00	\$6,500.00
310	STORM SEWER MANHOLE, TP 1	13	EA	\$1,650.00	\$21,450.00	\$1,500.00	\$19,500.00	\$3,000.00	\$39,000.00	\$4,000.00	\$52,000.00
315	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	6	LF	\$150.00	\$900.00	\$230.00	\$1,380.00	\$60.00	\$360.00	\$325.00	\$1,950.00
320	SOD	39832	SY	\$4.00	\$159,328.00	\$4.50	\$179,244.00	\$8.00	\$318,656.00	\$6.00	\$238,992.00
325	EROSION CONTOL MATS, SLOPES	4688	SY	\$1.00	\$4,688.00	\$1.80	\$8,438.40	\$3.00	\$14,064.00	\$3.75	\$17,580.00
330	CUTOFF WALL (DESIGN & INSTALL)	6	CY	\$975.00	\$5,850.00	\$850.00	\$5,100.00	\$2,200.00	\$13,200.00	\$4,000.00	\$24,000.00
335	STRUCTURE AAA-1 SPECIALTY STRUCTURE	1	LS	\$75,000.00	\$75,000.00	\$21,000.00	\$21,000.00	\$55,500.00	\$55,500.00	\$100,000.00	\$100,000.00
340	STRUCTURE AAA-2 SPECIALTY STRUCTURE	1	LS	\$35,000.00	\$35,000.00	\$10,500.00	\$10,500.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00
345	STRUCTURE AAA-3 SPECIALTY STRUCTURE	1	LS	\$35,000.00	\$35,000.00	\$9,500.00	\$9,500.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00
350	STRUCTURE AAA-4 SPECIALTY STRUCTURE	1	LS	\$35,000.00	\$35,000.00	\$7,800.00	\$7,800.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00
355	SOLID TRAFFIC STRIPE, 4 IN, WHITE	90	LF	\$12.00	\$1,080.00	\$11.00	\$990.00	\$2.00	\$180.00	\$12.00	\$1,080.00
360	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	25	EA	\$95.00	\$2,375.00	\$98.00	\$2,450.00	\$120.00	\$3,000.00	\$110.00	\$2,750.00
365	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	19165	LF	\$1.00	\$19,165.00	\$0.70	\$13,415.50	\$1.40	\$26,831.00	\$1.00	\$19,165.00
370	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2365	LF	\$1.00	\$2,365.00	\$0.70	\$1,655.50	\$1.45	\$3,429.25	\$1.00	\$2,365.00
375	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	410	LF	\$6.00	\$2,460.00	\$5.00	\$2,050.00	\$8.00	\$3,280.00	\$6.00	\$2,460.00
380	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	5551	LF	\$3.00	\$16,653.00	\$2.50	\$13,877.50	\$2.55	\$14,155.05	\$3.00	\$16,653.00
385	TRAFFIC SIGNAL INSTALLATION NO. - 1 (FIVE FORKS TRICKUM ROAD S.W. @ JOHNSON ROAD)	1	LS	\$82,500.00	\$82,500.00	\$72,000.00	\$72,000.00	\$95,700.00	\$95,700.00	\$150,000.00	\$150,000.00
390	TRAFFIC SIGNAL INSTALLATION NO. - 2 (STONE MOUNTAIN STREET @ GWINNETT DRIVE)	1	LS	\$72,500.00	\$72,500.00	\$67,000.00	\$67,000.00	\$82,500.00	\$82,500.00	\$150,000.00	\$150,000.00
395	TRAFFIC SIGNAL INSTALLATION NO. - 3 (STONE MOUNTAIN STREET @ CONSTITUTION BLVD)	1	LS	\$78,500.00	\$78,500.00	\$68,000.00	\$68,000.00	\$88,000.00	\$88,000.00	\$150,000.00	\$150,000.00
400	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	74	SF	\$65.00	\$4,810.00	\$64.00	\$4,736.00	\$60.50	\$4,477.00	\$27.00	\$1,998.00

405	STEEL STRAIN POLE, TP IV W/ 40 FT MAST ARM, BLACK	1	EA	\$13,200.00	\$13,200.00	\$9,800.00	\$9,800.00	\$13,722.50	\$13,722.50	\$15,000.00	\$15,000.00
410	STEEL STRAIN POLE, TP IV W/ 45 FT MAST ARM, BLACK	1	EA	\$13,200.00	\$13,200.00	\$11,000.00	\$11,000.00	\$14,052.50	\$14,052.50	\$15,000.00	\$15,000.00
415	STEEL STRAIN POLE, TP IV W/ DUAL 55 FT AND 60 FT MAST ARM, BLACK	1	EA	\$25,000.00	\$25,000.00	\$23,000.00	\$23,000.00	\$24,942.50	\$24,942.50	\$25,000.00	\$25,000.00
420	STEEL STRAIN POLE, TP IV, BLACK	4	EA	\$10,000.00	\$40,000.00	\$8,600.00	\$34,400.00	\$10,318.00	\$41,272.00	\$12,500.00	\$50,000.00
425	PRESTRESSED CONC STRAIN POLE, TP IV	1	EA	\$10,500.00	\$10,500.00	\$9,300.00	\$9,300.00	\$10,697.50	\$10,697.50	\$16,000.00	\$16,000.00
430	PRESTRESSED CONC STRAIN POLE, TP IV (10 FT ADD'L HEIGHT)	1	EA	\$10,750.00	\$10,750.00	\$11,000.00	\$11,000.00	\$11,264.00	\$11,264.00	\$1,500.00	\$1,500.00
435	PULL BOX, PB-5	3	EA	\$1,350.00	\$4,050.00	\$1,000.00	\$3,000.00	\$1,127.50	\$3,382.50	\$750.00	\$2,250.00
440	LUMINAIRE BRACKET ARM, 10 FT ARM	2	EA	\$1,100.00	\$2,200.00	\$710.00	\$1,420.00	\$1,039.50	\$2,079.00	\$1,200.00	\$2,400.00
445	CONDUIT, RIGID, 2 IN	120	LF	\$27.00	\$3,240.00	\$16.00	\$1,920.00	\$27.50	\$3,300.00	\$15.00	\$1,800.00
450	CONDUIT, NONMETAL, TP 2, 2 IN	470	LF	\$11.00	\$5,170.00	\$8.00	\$3,760.00	\$9.90	\$4,653.00	\$12.00	\$5,640.00
455	CONDUIT, NONMETAL, TP 3, 2 IN	960	LF	\$11.00	\$10,560.00	\$8.00	\$7,680.00	\$9.90	\$9,504.00	\$30.00	\$28,800.00
460	DIRECTIONAL BORE - 5 IN	50	LF	\$9.00	\$450.00	\$12.00	\$600.00	\$7.70	\$385.00	\$50.00	\$2,500.00
465	DIRECTIONAL BORE - 7 IN	250	LF	\$8.00	\$2,000.00	\$12.00	\$3,000.00	\$7.98	\$1,995.00	\$100.00	\$25,000.00
470	TYPE A, 70W LED LUMINAIRE AND 12 FT POLE COMPLETE	38	EA	\$4,800.00	\$182,400.00	\$5,500.00	\$209,000.00	\$4,807.00	\$182,666.00	\$6,000.00	\$228,000.00
475	TYPE B, 150W LED LUMINAIRE AND 24 FT POLE WITH 6 FT ARM COMPLETE	20	EA	\$7,300.00	\$146,000.00	\$8,000.00	\$160,000.00	\$7,645.00	\$152,900.00	\$8,000.00	\$160,000.00
480	TYPE B*, 150 W LED LUMINAIRE WITH 6 FT ARM COMPLETE	3	EA	\$2,600.00	\$7,800.00	\$2,600.00	\$7,800.00	\$2,420.00	\$7,260.00	\$2,200.00	\$6,600.00
485	CABLE, TP XHHW, AWG NO 4	18200	LF	\$2.00	\$36,400.00	\$1.10	\$20,020.00	\$2.04	\$37,128.00	\$2.50	\$45,500.00
490	CONDUIT, NONMETL, TP 2, 1 IN	100	LF	\$7.00	\$700.00	\$8.00	\$800.00	\$6.60	\$660.00	\$9.00	\$900.00
495	CONDUIT, NONMETL, TP 2, 2 IN	4650	LF	\$11.00	\$51,150.00	\$8.00	\$37,200.00	\$9.90	\$46,035.00	\$10.00	\$46,500.00
500	CONDUIT, NONMETL, TP 3, 2 IN	800	LF	\$11.00	\$8,800.00	\$9.50	\$7,600.00	\$9.90	\$7,920.00	\$40.00	\$32,000.00
505	POWER SERVICE CABINET	1	EA	\$11,000.00	\$11,000.00	\$8,600.00	\$8,600.00	\$10,450.00	\$10,450.00	\$11,000.00	\$11,000.00
510	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	19	EA	\$800.00	\$15,200.00	\$600.00	\$11,400.00	\$830.50	\$15,779.50	\$700.00	\$13,300.00
515	DIRECTIONAL BORE - 2 IN	705	LF	\$8.00	\$5,640.00	\$12.00	\$8,460.00	\$7.70	\$5,428.50	\$35.00	\$24,675.00
520	WIRELESS SYSTEM, TYPE 1	2	EA	\$4,450.00	\$8,900.00	\$3,900.00	\$7,800.00	\$4,675.00	\$9,350.00	\$10,000.00	\$20,000.00
525	SPREAD SPECTRUM WIRELESS TRAINING	1	LS	\$2,150.00	\$2,150.00	\$500.00	\$500.00	\$2,172.50	\$2,172.50	\$2,500.00	\$2,500.00
530	SPREAD SPECTRUM WIRELESS RADIO SURVEY	2	EA	\$4,000.00	\$8,000.00	\$2,200.00	\$4,400.00	\$4,042.50	\$8,085.00	\$3,200.00	\$6,400.00
535	MICROWAVE RADAR DETECTION ASSEMBLY	13	EA	\$7,000.00	\$91,000.00	\$7,200.00	\$93,600.00	\$7,474.50	\$97,168.50	\$10,000.00	\$130,000.00
540	TESTING - MICROWAVE DETECTION SYSTEM	1	LS	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,650.00	\$1,650.00	\$7,500.00	\$7,500.00
545	TRAINING - MICROWAVE DETECTION SYSTEM	1	LS	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00	\$1,375.00	\$1,375.00	\$2,500.00	\$2,500.00
550	FIELD SWITCH, TYPE E-CB	3	EA	\$4,200.00	\$12,600.00	\$4,400.00	\$13,200.00	\$4,372.50	\$13,117.50	\$3,600.00	\$10,800.00

555	SFP FIBER MODULE, TYPE 1-CC	4	EA	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,204.50	\$4,818.00	\$1,200.00	\$4,800.00
560	WOODEN PRIVACY FENCE	85	LF	\$20.00	\$1,700.00	\$24.00	\$2,040.00	\$35.00	\$2,975.00	\$40.00	\$3,400.00
565	TRASH RECEPTACLE UNIT	3	EA	\$1,200.00	\$3,600.00	\$1,800.00	\$5,400.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00
570	BENCH	2	EA	\$1,200.00	\$2,400.00	\$2,600.00	\$5,200.00	\$1,500.00	\$3,000.00	\$2,100.00	\$4,200.00
575	BRICK PAVERS	620	SF	\$8.00	\$4,960.00	\$13.00	\$8,060.00	\$15.00	\$9,300.00	\$13.00	\$8,060.00
580	ADJUST HYDRANT TO GRADE	3	EA	\$450.00	\$1,350.00	\$590.00	\$1,770.00	\$900.00	\$2,700.00	\$4,200.00	\$12,600.00
585	ADJUST WATER VALVE BOX TO GRADE	10	EA	\$100.00	\$1,000.00	\$270.00	\$2,700.00	\$200.00	\$2,000.00	\$100.00	\$1,000.00
590	RELOCATE EXISTING WATER METER, INCLUDING BOX	31	EA	\$350.00	\$10,850.00	\$540.00	\$16,740.00	\$650.00	\$20,150.00	\$1,000.00	\$31,000.00
595	WATER MAIN, 6 IN, DIP	100	LF	\$36.00	\$3,600.00	\$68.00	\$6,800.00	\$80.00	\$8,000.00	\$350.00	\$35,000.00
600	WATER SERVICE LINE, 3/4 IN, WATER SERVICE LINE W / SS CONDUIT	200	LF	\$20.00	\$4,000.00	\$30.00	\$6,000.00	\$15.00	\$3,000.00	\$40.00	\$8,000.00
605	RELOCATE EXIST FIRE HYDRANT	2	EA	\$3,500.00	\$7,000.00	\$1,100.00	\$2,200.00	\$2,950.00	\$5,900.00	\$6,000.00	\$12,000.00
610	WATER QUALITY MONITORING AND SAMPLING	20	EA	\$450.00	\$9,000.00	\$160.00	\$3,200.00	\$200.00	\$4,000.00	\$500.00	\$10,000.00
615	WATER QUALITY INSPECTIONS	14	MO	\$125.00	\$1,750.00	\$380.00	\$5,320.00	\$615.00	\$8,610.00	\$500.00	\$7,000.00
620	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN	2	EA	\$850.00	\$1,700.00	\$1,200.00	\$2,400.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
625	INSERTION VALVE, 6 IN	2	EA	\$1,500.00	\$3,000.00	\$3,600.00	\$7,200.00	\$15,000.00	\$30,000.00	\$9,000.00	\$18,000.00
Total				\$4,933,275.00		\$4,998,767.80		\$4,892,299.30		\$8,287,514.99	

			Lewallen Construction Company, Inc.		Ohmshiv Construction, LLC		SD&C, Inc.		Tri Scapes, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project										
5	TRAFFIC CONTROL - PROJECT: STONE MOUNTAIN STREET SIDEWALK	1 LS	\$38,660.03	\$38,660.03	\$150,000.00	\$150,000.00	\$190,000.00	\$190,000.00	\$150,000.00	\$150,000.00
10	EROSION CONTROL - STONE MOUNTAIN STREET SIDEWALK	1 LS	\$26,250.00	\$26,250.00	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$54,000.00	\$54,000.00
15	TEMPORARY GRASSING	9 AC	\$708.75	\$6,378.75	\$650.00	\$5,850.00	\$800.00	\$7,200.00	\$780.00	\$7,020.00
20	MULCH	500 TN	\$241.50	\$120,750.00	\$175.00	\$87,500.00	\$200.00	\$100,000.00	\$438.00	\$219,000.00
25	CONSTRUCTION EXIT	1 EA	\$1,365.00	\$1,365.00	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$2,156.25	\$2,156.25
30	CONSTRUCT AND REMOVE ROCK FILTER DAMS	77 EA	\$877.80	\$67,590.60	\$185.00	\$14,245.00	\$200.00	\$15,400.00	\$525.00	\$40,425.00
35	CONSTRUCT AND REMOVE STONE FILTER RING	13 EA	\$630.00	\$8,190.00	\$180.00	\$2,340.00	\$200.00	\$2,600.00	\$1,143.75	\$14,868.75
40	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	161 EA	\$157.50	\$25,357.50	\$125.00	\$20,125.00	\$90.00	\$14,490.00	\$270.00	\$43,470.00
45	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	9,025 LF	\$1.05	\$9,476.25	\$0.50	\$4,512.50	\$1.00	\$9,025.00	\$1.92	\$17,328.00
50	MAINTENANCE OF CONSTRUCTION EXIT	1 EA	\$945.00	\$945.00	\$250.00	\$250.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00
55	MAINTENANCE OF INLET SEDIMENT TRAP	161 EA	\$60.90	\$9,804.90	\$30.00	\$4,830.00	\$10.00	\$1,610.00	\$138.00	\$22,218.00
60	MAINTENANCE OF ROCK FILTER DAM	38 LF	\$271.95	\$10,334.10	\$30.00	\$1,140.00	\$15.00	\$570.00	\$412.50	\$15,675.00
65	TEMPORARY SILT FENCE, TYPE C	17,967 LF	\$2.25	\$40,425.75	\$3.00	\$53,901.00	\$2.75	\$49,409.25	\$4.44	\$79,773.48
70	FOUND BK FILL MATL, TP II	810 CY	\$52.50	\$42,525.00	\$62.50	\$50,625.00	\$65.00	\$52,650.00	\$52.50	\$42,525.00
75	GRADING COMPLETE - PROJECT: STONE MOUNTAIN STREET SIDEWALK	1 LS	\$585,275.75	\$585,275.75	\$1,456,250.00	\$1,456,250.00	\$950,000.00	\$950,000.00	\$1,240,250.00	\$1,240,250.00
80	UNDERCUT EXCAVATION - PROJECT: STONE MOUNTAIN STREET SIDEWALK (PER SPECIFICATION 210.5C)	750 CY	\$7.50	\$5,625.00	\$7.50	\$5,625.00	\$7.50	\$5,625.00	\$7.50	\$5,625.00
85	GR AGGR BASE CRS, INCL MATL	3720 TN	\$42.00	\$156,240.00	\$24.00	\$89,280.00	\$27.00	\$100,440.00	\$52.50	\$195,300.00
90	AGGR SURF CRS	100 TN	\$42.00	\$4,200.00	\$24.00	\$2,400.00	\$25.00	\$2,500.00	\$52.50	\$5,250.00
95	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE 1, GP1 OR BLEND 1, INCL BITUM MATL & H LIME	882 TN	\$118.65	\$104,649.30	\$113.25	\$99,886.50	\$130.00	\$114,660.00	\$156.00	\$137,592.00
100	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	516 TN	\$121.70	\$62,797.20	\$115.95	\$59,830.20	\$133.30	\$68,782.80	\$144.00	\$74,304.00
105	TACK COAT	1,150 GL	\$5.25	\$6,037.50	\$5.25	\$6,037.50	\$5.75	\$6,612.50	\$6.36	\$7,314.00
110	MILL ASPH CONC PVM T, VARIABLE DEPTH	7,342 SY	\$4.46	\$32,745.32	\$4.35	\$31,937.70	\$4.90	\$35,975.80	\$6.43	\$47,209.06

BID TABULATION

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115	CONC SLOPE DRAIN	125	SY	\$89.25	\$11,156.25	\$45.00	\$5,625.00	\$115.00	\$14,375.00	\$156.65	\$19,581.25
120	DRIVEWAY CONCRETE, 6 IN TK	858	SY	\$44.10	\$37,837.80	\$36.00	\$30,888.00	\$58.00	\$49,764.00	\$54.24	\$46,537.92
125	CONC SIDEWALK, 4 IN	10043	SY	\$32.55	\$326,899.65	\$27.00	\$271,161.00	\$48.00	\$482,064.00	\$36.12	\$362,753.16
130	CONC VALLEY GUTTER, 6 IN	1657	SY	\$45.15	\$74,813.55	\$36.00	\$59,652.00	\$60.00	\$99,420.00	\$57.48	\$95,244.36
135	CONCRETE HEADER CURB, 6 IN, TP 2	125	LF	\$16.00	\$2,000.00	\$13.00	\$1,625.00	\$14.00	\$1,750.00	\$19.20	\$2,400.00
140	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	18820	LF	\$16.00	\$301,120.00	\$15.00	\$282,300.00	\$18.00	\$338,760.00	\$19.33	\$363,790.60
145	CONC HEADWALL/WINGWALL	4	CY	\$2,924.25	\$11,697.00	\$1,050.00	\$4,200.00	\$1,500.00	\$6,000.00	\$825.00	\$3,300.00
150	CLASS A CONCRETE (CULVERT EXTENSION)	10	CY	\$558.60	\$5,586.00	\$950.00	\$9,500.00	\$2,000.00	\$20,000.00	\$1,237.50	\$12,375.00
155	CLASS B CONCRETE	12	CY	\$294.00	\$3,528.00	\$1,250.00	\$15,000.00	\$650.00	\$7,800.00	\$675.00	\$8,100.00
160	CLASS A CONCRETE, INCL REINF STEEL	12	CY	\$1,050.00	\$12,600.00	\$1,000.00	\$12,000.00	\$1,500.00	\$18,000.00	\$1,200.00	\$14,400.00
165	CLASS B CONC, BASE OR PVMT WIDENING	121	CY	\$246.75	\$29,856.75	\$220.00	\$26,620.00	\$250.00	\$30,250.00	\$254.00	\$30,734.00
170	BAR REINF STEEL (CULVERT EXTENSION)	1368	LB	\$1.05	\$1,436.40	\$1.25	\$1,710.00	\$5.00	\$6,840.00	\$3.38	\$4,623.84
175	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	330	LF	\$34.65	\$11,434.50	\$42.00	\$13,860.00	\$50.00	\$16,500.00	\$57.60	\$19,008.00
180	STORM DRAIN PIPE, 15 IN, H 1-10	49	LF	\$37.38	\$1,831.62	\$35.00	\$1,715.00	\$42.00	\$2,058.00	\$64.80	\$3,175.20
185	STORM DRAIN PIPE, 18 IN, H 1-10	5,472	LF	\$45.78	\$250,508.16	\$40.00	\$218,880.00	\$55.00	\$300,960.00	\$57.60	\$315,187.20
190	STORM DRAIN PIPE, 24 IN, H 1-10	516	LF	\$60.38	\$31,156.08	\$50.00	\$25,800.00	\$75.00	\$38,700.00	\$63.60	\$32,817.60
195	STORM DRAIN PIPE, 30 IN, H 1-10	911	LF	\$77.94	\$71,003.34	\$65.00	\$59,215.00	\$88.00	\$80,168.00	\$73.20	\$66,685.20
200	STORM DRAIN PIPE, 36 IN, H 1-10	437	LF	\$103.95	\$45,426.15	\$75.00	\$32,775.00	\$121.00	\$52,877.00	\$84.00	\$36,708.00
205	STORM DRAIN PIPE, 60 IN, H 1 - 10	291	LF	\$315.95	\$91,941.45	\$240.00	\$69,840.00	\$320.00	\$93,120.00	\$156.00	\$45,396.00
210	FLARED END SECTION 18 IN, STORM DRAIN	7	EA	\$1,207.50	\$8,452.50	\$1,000.00	\$7,000.00	\$950.00	\$6,650.00	\$1,764.00	\$12,348.00
215	FLARED END SECTION 24 IN, STORM DRAIN	1	EA	\$1,391.25	\$1,391.25	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00	\$1,968.00	\$1,968.00
220	FLARED END SECTION 36 IN, STORM DRAIN	2	EA	\$1,496.25	\$2,992.50	\$1,850.00	\$3,700.00	\$1,600.00	\$3,200.00	\$2,940.00	\$5,880.00
225	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	250	LF	\$28.89	\$7,222.50	\$10.00	\$2,500.00	\$24.50	\$6,125.00	\$50.40	\$12,600.00
230	STN DUMPED RIP RAP, TP 1, 12 IN	64	SY	\$23.10	\$1,478.40	\$42.00	\$2,688.00	\$98.50	\$6,304.00	\$31.20	\$1,996.80
235	STN DUMPED RIP RAP, TP 3, 24 IN	200	SY	\$25.20	\$5,040.00	\$62.00	\$12,400.00	\$90.00	\$18,000.00	\$33.60	\$6,720.00
240	PLASTIC FILTER FABRIC	264	SY	\$4.40	\$1,161.60	\$4.00	\$1,056.00	\$6.00	\$1,584.00	\$33.75	\$8,910.00
245	CLASS A CONCRETE, INCL REINF STEEL - RUBBLE WALL FOOTING	10	CY	\$1,365.00	\$13,650.00	\$950.00	\$9,500.00	\$550.00	\$5,500.00	\$1,260.00	\$12,600.00
250	MORTAR RUBBLE MASONRY	12	CY	\$735.00	\$8,820.00	\$850.00	\$10,200.00	\$550.00	\$6,600.00	\$1,260.00	\$15,120.00
255	REMOVE LIGHTING STANDARD	1	EA	\$456.75	\$456.75	\$900.00	\$900.00	\$360.00	\$360.00	\$1,050.00	\$1,050.00
260	REM SIGN	36	EA	\$105.00	\$3,780.00	\$125.00	\$4,500.00	\$50.00	\$1,800.00	\$120.00	\$4,320.00
265	RESET SIGN	36	EA	\$105.00	\$3,780.00	\$125.00	\$4,500.00	\$100.00	\$3,600.00	\$240.00	

270	RESET LIGHTING STANDARD	1	EA	\$2,362.50	\$2,362.50	\$1,800.00	\$1,800.00	\$600.00	\$600.00	\$1,800.00	\$1,800.00
275	RECONSTRUCT CATCH BASIN, GROUP 1	2	EA	\$2,703.75	\$5,407.50	\$1,850.00	\$3,700.00	\$2,500.00	\$5,000.00	\$1,620.00	\$3,240.00
280	BARRIER FENCE (ORANGE), 4 FT	595	LF	\$2.31	\$1,374.45	\$2.00	\$1,190.00	\$1.20	\$714.00	\$3.60	\$2,142.00
285	CATCH BASIN, GP 1	52	EA	\$2,913.75	\$151,515.00	\$2,600.00	\$135,200.00	\$3,800.00	\$197,600.00	\$1,620.00	\$84,240.00
290	CATCH BASIN, GP 1, ADDL DEPTH	70	LF	\$404.25	\$28,297.50	\$250.00	\$17,500.00	\$300.00	\$21,000.00	\$600.00	\$42,000.00
295	CATCH BASIN, GP 1, SPCL DES	6	EA	\$3,753.75	\$22,522.50	\$2,500.00	\$15,000.00	\$5,500.00	\$33,000.00	\$4,074.00	\$24,444.00
300	DROP INLET, GP 1	45	EA	\$2,835.00	\$127,575.00	\$2,400.00	\$108,000.00	\$3,500.00	\$157,500.00	\$2,437.50	\$109,687.50
305	DROP INLET, GP 1, ADDL DEPTH	20	LF	\$404.25	\$8,085.00	\$250.00	\$5,000.00	\$300.00	\$6,000.00	\$600.00	\$12,000.00
310	STORM SEWER MANHOLE, TP 1	13	EA	\$2,887.50	\$37,537.50	\$2,350.00	\$30,550.00	\$4,500.00	\$58,500.00	\$3,000.00	\$39,000.00
315	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	6	LF	\$404.25	\$2,425.50	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$720.00	\$4,320.00
320	SOD	39832	SY	\$6.14	\$244,568.48	\$7.00	\$278,824.00	\$6.75	\$268,866.00	\$4.95	\$197,168.40
325	EROSION CONTOL MATS, SLOPES	4688	SY	\$1.89	\$8,860.32	\$1.15	\$5,391.20	\$1.44	\$6,750.72	\$1.20	\$5,625.60
330	CUTOFF WALL (DESIGN & INSTALL)	6	CY	\$1,365.00	\$8,190.00	\$1,000.00	\$6,000.00	\$1,800.00	\$10,800.00	\$1,260.00	\$7,560.00
335	STRUCTURE AAA-1 SPECIALTY STRUCTURE	1	LS	\$40,425.00	\$40,425.00	\$50,000.00	\$50,000.00	\$99,900.00	\$99,900.00	\$23,625.00	\$23,625.00
340	STRUCTURE AAA-2 SPECIALTY STRUCTURE	1	LS	\$15,540.00	\$15,540.00	\$18,500.00	\$18,500.00	\$14,000.00	\$14,000.00	\$23,625.00	\$23,625.00
345	STRUCTURE AAA-3 SPECIALTY STRUCTURE	1	LS	\$15,540.00	\$15,540.00	\$18,500.00	\$18,500.00	\$14,000.00	\$14,000.00	\$23,625.00	\$23,625.00
350	STRUCTURE AAA-4 SPECIALTY STRUCTURE	1	LS	\$15,540.00	\$15,540.00	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00	\$23,625.00	\$23,625.00
355	SOLID TRAFFIC STRIPE, 4 IN, WHITE	90	LF	\$11.08	\$997.20	\$2.05	\$184.50	\$12.15	\$1,093.50	\$12.66	\$1,139.40
360	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	25	EA	\$95.55	\$2,388.75	\$99.00	\$2,475.00	\$104.65	\$2,616.25	\$109.20	\$2,730.00
365	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	19165	LF	\$0.67	\$12,840.55	\$0.60	\$11,499.00	\$0.75	\$14,373.75	\$0.76	\$14,565.40
370	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2365	LF	\$0.67	\$1,584.55	\$0.65	\$1,537.25	\$0.75	\$1,773.75	\$0.77	\$1,821.05
375	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	410	LF	\$4.91	\$2,013.10	\$4.55	\$1,865.50	\$5.40	\$2,214.00	\$5.62	\$2,304.20
380	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	5551	LF	\$2.39	\$13,266.89	\$2.45	\$13,599.95	\$2.65	\$14,710.15	\$2.74	\$15,209.74
385	TRAFFIC SIGNAL INSTALLATION NO. - 1 (FIVE FORKS TRICKUM ROAD S.W. @ JOHNSON ROAD)	1	LS	\$70,504.35	\$70,504.35	\$80,000.00	\$80,000.00	\$86,250.00	\$86,250.00	\$100,100.00	\$100,100.00
390	TRAFFIC SIGNAL INSTALLATION NO. - 2 (STONE MOUNTAIN STREET @ GWINNETT DRIVE)	1	LS	\$64,630.65	\$64,630.65	\$70,000.00	\$70,000.00	\$120,750.00	\$120,750.00	\$85,150.00	\$85,150.00
395	TRAFFIC SIGNAL INSTALLATION NO. - 3 (STONE MOUNTAIN STREET @ CONSTITUTION BLVD)	1	LS	\$69,187.65	\$69,187.65	\$74,500.00	\$74,500.00	\$105,800.00	\$105,800.00	\$91,000.00	\$91,000.00
400	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	74	SF	\$88.73	\$6,566.02	\$55.00	\$4,070.00	\$11.50	\$851.00	\$71.50	\$5,291.00
405	STEEL STRAIN POLE, TP IV W/ 40 FT MAST ARM, BLACK	1	EA	\$10,237.50	\$10,237.50	\$14,250.00	\$14,250.00	\$7,981.00	\$7,981.00	\$16,217.50	\$16,217.50

410	STEEL STRAIN POLE, TP IV W/ 45 FT MAST ARM, BLACK	1	EA	\$11,287.50	\$11,287.50	\$14,250.00	\$14,250.00	\$8,338.00	\$8,338.00	\$16,607.50	\$16,607.50
415	STEEL STRAIN POLE, TP IV W/ DUAL 55 FT AND 60 FT MAST ARM, BLACK	1	EA	\$25,725.00	\$25,725.00	\$26,500.00	\$26,500.00	\$21,275.00	\$21,275.00	\$29,477.50	\$29,477.50
420	STEEL STRAIN POLE, TP IV, BLACK	4	EA	\$8,925.00	\$35,700.00	\$9,500.00	\$38,000.00	\$4,888.00	\$19,552.00	\$12,194.00	\$48,776.00
425	PRESTRESSED CONC STRAIN POLE, TP IV	1	EA	\$7,651.35	\$7,651.35	\$10,000.00	\$10,000.00	\$6,038.00	\$6,038.00	\$12,642.50	\$12,642.50
430	PRESTRESSED CONC STRAIN POLE, TP IV (10 FT ADD'L HEIGHT)	1	EA	\$7,875.00	\$7,875.00	\$11,250.00	\$11,250.00	\$6,325.00	\$6,325.00	\$13,312.00	\$13,312.00
435	PULL BOX, PB-5	3	EA	\$1,601.25	\$4,803.75	\$1,050.00	\$3,150.00	\$1,150.00	\$3,450.00	\$1,332.50	\$3,997.50
440	LUMINAIRE BRACKET ARM, 10 FT ARM	2	EA	\$437.33	\$874.66	\$950.00	\$1,900.00	\$575.00	\$1,150.00	\$1,228.50	\$2,457.00
445	CONDUIT, RIGID, 2 IN	120	LF	\$21.00	\$2,520.00	\$25.50	\$3,060.00	\$2.88	\$345.60	\$32.50	\$3,900.00
450	CONDUIT, NONMETAL, TP 2, 2 IN	470	LF	\$13.65	\$6,415.50	\$9.25	\$4,347.50	\$3.45	\$1,621.50	\$11.70	\$5,499.00
455	CONDUIT, NONMETAL, TP 3, 2 IN	960	LF	\$1.73	\$1,660.80	\$9.25	\$8,880.00	\$4.03	\$3,868.80	\$11.70	\$11,232.00
460	DIRECTIONAL BORE - 5 IN	50	LF	\$38.69	\$1,934.50	\$7.25	\$362.50	\$17.25	\$862.50	\$9.10	\$455.00
465	DIRECTIONAL BORE - 7 IN	250	LF	\$44.10	\$11,025.00	\$7.50	\$1,875.00	\$20.70	\$5,175.00	\$9.43	\$2,357.50
470	TYPE A, 70W LED LUMINAIRE AND 12 FT POLE COMPLETE	38	EA	\$5,788.65	\$219,968.70	\$4,500.00	\$171,000.00	\$5,693.00	\$216,334.00	\$5,681.00	\$215,878.00
475	TYPE B, 150W LED LUMINAIRE AND 24 FT POLE WITH 6 FT ARM COMPLETE	20	EA	\$9,376.50	\$187,530.00	\$7,250.00	\$145,000.00	\$8,338.00	\$166,760.00	\$9,035.00	\$180,700.00
480	TYPE B*, 150 W LED LUMINAIRE WITH 6 FT ARM COMPLETE	3	EA	\$3,097.50	\$9,292.50	\$2,500.00	\$7,500.00	\$4,025.00	\$12,075.00	\$2,860.00	\$8,580.00
485	CABLE, TP XHHW, AWG NO 4	18200	LF	\$1.76	\$32,032.00	\$1.90	\$34,580.00	\$1.67	\$30,394.00	\$2.41	\$43,862.00
490	CONDUIT, NONMETL, TP 2, 1 IN	100	LF	\$6.20	\$620.00	\$6.15	\$615.00	\$4.60	\$460.00	\$7.80	\$780.00
495	CONDUIT, NONMETL, TP 2, 2 IN	4650	LF	\$7.09	\$32,968.50	\$9.10	\$42,315.00	\$5.75	\$26,737.50	\$11.70	\$54,405.00
500	CONDUIT, NONMETL, TP 3, 2 IN	800	LF	\$1.73	\$1,384.00	\$9.10	\$7,280.00	\$2.88	\$2,304.00	\$11.70	\$9,360.00
505	POWER SERVICE CABINET	1	EA	\$10,526.25	\$10,526.25	\$9,625.00	\$9,625.00	\$8,650.00	\$8,650.00	\$12,350.00	\$12,350.00
510	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	19	EA	\$522.90	\$9,935.10	\$765.00	\$14,535.00	\$517.50	\$9,832.50	\$981.50	\$18,648.50
515	DIRECTIONAL BORE - 2 IN	705	LF	\$29.40	\$20,727.00	\$7.25	\$5,111.25	\$17.25	\$12,161.25	\$9.10	\$6,415.50
520	WIRELESS SYSTEM, TYPE 1	2	EA	\$2,226.00	\$4,452.00	\$4,500.00	\$9,000.00	\$4,025.00	\$8,050.00	\$5,525.00	\$11,050.00
525	SPREAD SPECTRUM WIRELESS TRAINING	1	LS	\$630.00	\$630.00	\$2,000.00	\$2,000.00	\$575.00	\$575.00	\$2,567.50	\$2,567.50
530	SPREAD SPECTRUM WIRELESS RADIO SURVEY	2	EA	\$630.00	\$1,260.00	\$3,725.00	\$7,450.00	\$575.00	\$1,150.00	\$4,777.50	\$9,555.00
535	MICROWAVE RADAR DETECTION ASSEMBLY	13	EA	\$7,733.78	\$100,539.14	\$7,000.00	\$91,000.00	\$6,325.00	\$82,225.00	\$8,833.50	\$114,835.50
540	TESTING - MICROWAVE DETECTION SYSTEM	1	LS	\$625.28	\$625.28	\$1,650.00	\$1,650.00	\$575.00	\$575.00	\$1,950.00	\$1,950.00
545	TRAINING - MICROWAVE DETECTION SYSTEM	1	LS	\$383.25	\$383.25	\$1,450.00	\$1,450.00	\$575.00	\$575.00	\$1,625.00	\$1,625.00
550	FIELD SWITCH, TYPE E-CB	3	EA	\$5,013.75	\$15,041.25	\$4,000.00	\$12,000.00	\$4,313.00	\$12,939.00	\$5,167.50	\$15,502.50
555	SFP FIBER MODULE, TYPE 1-CC	4	EA	\$187.95	\$751.80	\$1,125.00	\$4,500.00	\$1,150.00	\$4,600.00	\$1,423.50	

560	WOODEN PRIVACY FENCE	85	LF	\$42.00	\$3,570.00	\$15.00	\$1,275.00	\$60.00	\$5,100.00	\$120.00	\$10,200.00
565	TRASH RECEPTACLE UNIT	3	EA	\$1,312.50	\$3,937.50	\$1,850.00	\$5,550.00	\$1,370.00	\$4,110.00	\$2,137.50	\$6,412.50
570	BENCH	2	EA	\$1,522.50	\$3,045.00	\$2,250.00	\$4,500.00	\$2,400.00	\$4,800.00	\$2,906.25	\$5,812.50
575	BRICK PAVERS	620	SF	\$27.30	\$16,926.00	\$15.00	\$9,300.00	\$28.00	\$17,360.00	\$28.61	\$17,738.20
580	ADJUST HYDRANT TO GRADE	3	EA	\$708.75	\$2,126.25	\$1,025.00	\$3,075.00	\$897.00	\$2,691.00	\$3,000.00	\$9,000.00
585	ADJUST WATER VALVE BOX TO GRADE	10	EA	\$52.50	\$525.00	\$150.00	\$1,500.00	\$86.25	\$862.50	\$1,350.00	\$13,500.00
590	RELOCATE EXISTING WATER METER, INCLUDING BOX	31	EA	\$1,417.50	\$43,942.50	\$655.00	\$20,305.00	\$1,081.00	\$33,511.00	\$1,950.00	\$60,450.00
595	WATER MAIN, 6 IN, DIP	100	LF	\$189.00	\$18,900.00	\$85.00	\$8,500.00	\$103.50	\$10,350.00	\$300.00	\$30,000.00
600	WATER SERVICE LINE, 3/4 IN, WATER SERVICE LINE W / SS CONDUIT	200	LF	\$48.30	\$9,660.00	\$35.00	\$7,000.00	\$50.00	\$10,000.00	\$37.50	\$7,500.00
605	RELOCATE EXIST FIRE HYDRANT	2	EA	\$2,100.00	\$4,200.00	\$2,250.00	\$4,500.00	\$3,335.00	\$6,670.00	\$6,750.00	\$13,500.00
610	WATER QUALITY MONITORING AND SAMPLING	20	EA	\$224.70	\$4,494.00	\$350.00	\$7,000.00	\$450.00	\$9,000.00	\$1,080.00	\$21,600.00
615	WATER QUALITY INSPECTIONS	14	MO	\$393.75	\$5,512.50	\$400.00	\$5,600.00	\$125.00	\$1,750.00	\$540.00	\$7,560.00
620	TAPPING SLEEVE & VALVE ASSEMBLY, 6 IN X 6 IN	2	EA	\$6,825.00	\$13,650.00	\$4,000.00	\$8,000.00	\$3,565.00	\$7,130.00	\$10,725.00	\$21,450.00
625	INSERTION VALVE, 6 IN	2	EA	\$13,650.00	\$27,300.00	\$10,000.00	\$20,000.00	\$8,625.00	\$17,250.00	\$30,000.00	\$60,000.00
Total				\$4,659,593.19		\$5,166,903.05		\$5,539,506.62		\$6,109,324.66	

Recommended Vendor:

Lewallen Construction Company, Inc.

151 Bells Ferry Lane

Marietta, GA 30066

P: 770-426-6667

bob@lewallenconstruction.com

October 14, 2020

Mr. Dennis Billew
Public Works Department
Lawrenceville City Hall
70 South Clayton Street
Lawrenceville, Georgia 30046

Re:

Project: SP-007 Five Forks Trickum (Stone Mountain Street) Sidewalk Improvements

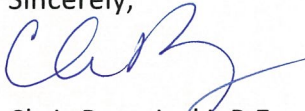
Dear Mr. Billew,

Eight (8) responsive bids were received by City of Lawrenceville on **October 8, 2020** on the contract **Five Forks Trickum (Stone Mountain Street) Sidewalk Improvements**.

The low bidder was **Lewallen Construction Company, Inc.** with a bid of \$ **4,659,593.19**. We have reviewed the bid prices and consider the low bid to be acceptable. It is recommended that the contract be awarded to **Lewallen Construction Company, Inc.**

A tabulation of the bids received is attached.

Sincerely,



Chris Parypinski, P.E.

cc: Kimberly Copeland

File: **SP-007 Five Forks Trickum (Stone Mountain Street) Sidewalk Improvements**

2450 Commerce Ave., Ste. 100 Duluth, GA 30096-8910
770.263.5945 | oneatlas.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 26, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Permanent Stage Change Order 1
Department:	Public Works
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	\$331,694.24
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Recommend approval of Permanent Stage Change Order 1 to Bayne Development Group in the amount of \$331,694.24. Authorization for Mayor to execute change order 1.

Summary: This change order is for the undercutting & remediation of unsuitable soils, adding 32 calendar days due to the unusual amount of rain, additions by the City to address COVID and safety concerns, as well as items that were added after the final design documents were completed.

Background: Initial contract was awarded to Bayne in the amount of \$1,505,650.00.
New contract amount will be \$1,837,344.24.

Fiscal Impact: Not to exceed \$331,694.24. This project is funded by the 2017 SPLOST Fund (3246000-541000). Project SP-012.

Attachments/Exhibits: Change Order 1



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Public Works Change Order #: 1

Project/PO: SP-012 Lawn Amphitheater PO 210310 Change Order Date: 9/28/20

Contractor/Vendor: Bayne Development Group

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	COVID	\$13,952.86
2	D	Safety	\$38,500.00
3	D	Owner Requested	\$17,861.90
4	C	Design Changes	\$75,166.32
5	B	Weather	\$26,604.28
6	B	Unsuitable Soil Conditions	\$123,928.88
7	B	Extended GCs	\$35,680.00
		Net Amount	\$331,694.24

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$ 1,505,650.00

Previous Change Order Amount: \$ 0.00

Amount of Change Order Requested (Increase/Decrease) \$ 331,694.24

New Contract/PO Amount (Including this Change Order) \$ 1,837,344.24

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20_____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Requestor _____ Department Director _____ Authorized Approval _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 26, 2020

AGENDA CATEGORY: NEW BUSINESS

Item:	Motorola Dispatch Upgrades and Service Contracts
Department:	Police Department
Date of Meeting:	Monday, October 26, 2020
Fiscal Impact:	\$209,078.44
Presented By:	Tim Wallis, Police Chief
Action Requested:	Approval of Budget Amendment 215-10-2020 to provide Hardware and Software Upgrades to Dispatch Consoles and to provide contracts with Motorola for Subscriber Licenses and Software Update Agreement.

Summary: This request is to allow Motorola to perform hardware and software modifications and additions for Astro 25 K-Core with MCC 7500 Dispatch Consoles to be compatible with Gwinnett County Communications. This amount is \$147,187.35. The repairs to the current consoles and to provide each station with push to talk radio microphones is a financial impact amount of \$24,986.59. The service agreement for Local Device Support is an annual cost the department is already paying for and the subscriber licenses per each radio and the agreement need to be updated. The annual amount is \$17,118.72. The last SUA II and Maintenance Agreement provides a ten-year assurance program for Astro Software Updates provided by Motorola with the first term of an amount of \$19,785.78.

Background: Gwinnett County Communications provides the Public Safety Answering Point (PSAP) for Municipalities within Gwinnett County. Gwinnett County recently upgraded their Dispatch Consoles. To be compatible with Gwinnett County, each Municipality which operates a Dispatch Center, must also update their Dispatch equipment. The Astro 25 K-Core Consoles (\$147,187.35) and costs and Service Agreement (\$24,986.59) should be reimbursed by Gwinnett County through the original SDS Agreement.

Fiscal Impact: Upon approval of Budget Amendment 215-10-2020 funds in the amount of \$209,078.44 will be available in Fund 215 (E911 fund). Budget Amendment allocates \$209,078.44 to 2153810-541000.

Attachments/Exhibits:

Proposal Summary/Service Agreements

ASTRO 25 K-CORE WITH MCC 7500 DISPATCH CONSOLES

**MOTOROLA**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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**MOTOROLA SOLUTIONS**

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Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

June 19, 2020

CHIEF TIM WALLIS
300 JACKSON STREET
LAWRENCEVILLE, GA 30046

Subject: ASTRO 25 K-Core Upgrade with two additional MCC 7500 Dispatch Consoles

Dear Chief Wallis,

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide the Lawrenceville Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Astro 25 Conventional K-Core Upgrade
- MCC7500 Dispatch Consoles - two additional

This proposal is subject to the terms and conditions of the enclosed Communications System Agreement ("CSA"), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Lawrenceville Police Department may accept the proposal by delivering to Motorola the CSA signed by Chief Tim Wallace. Alternatively, Motorola will be pleased to address any concerns Lawrenceville Police Department may have regarding the proposal. Any questions can be directed to Angela Rhodes, Motorola MR, at 470-261-6339 or Glenn Hendry, Motorola Account Executive, at 706-570-3693.

We thank you for the opportunity to furnish Lawrenceville Police Department with our communications solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.


Philip Landgrebe
Area Sales Manager

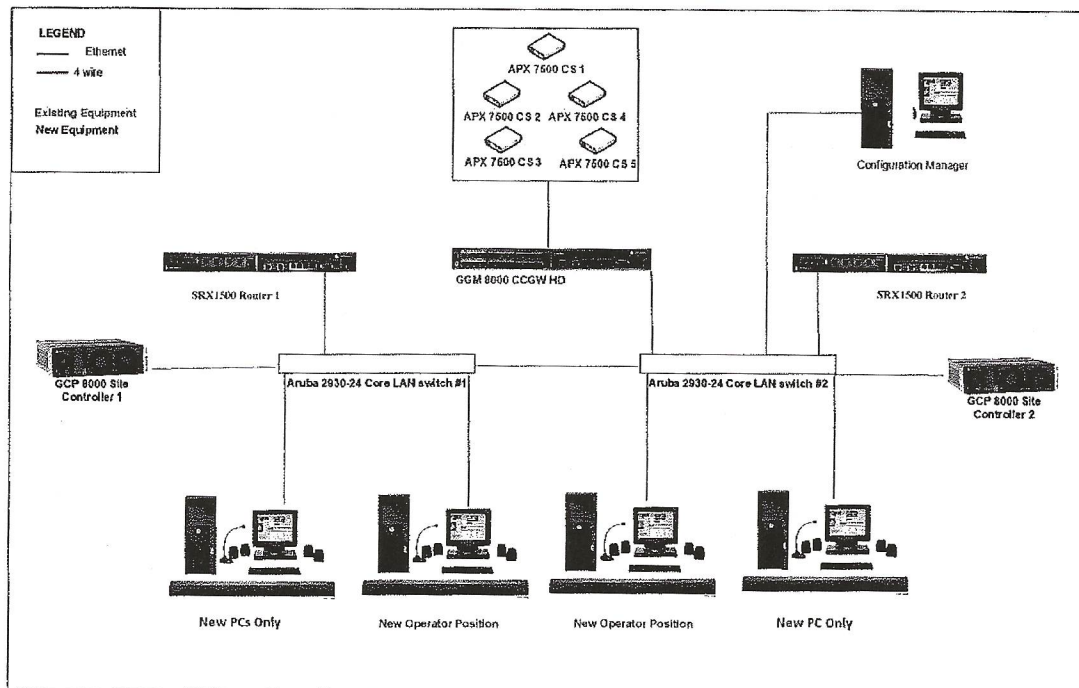
Overview

The following proposal summary allows for the creation of a K2 Core at the City of Lawrenceville dispatch site. Associated K core and dispatch console equipment must be at the same system release. Our proposal includes the necessary software & hardware to upgrade existing positions to the latest A2020.1 system release.

The K Core is an IP capable solution from the RF channel to the operator position, and has been architected to provide flexibility in design in order to meet the needs of varying customers. Customers have the ability to add channels or sites, migrate channels, or join a regional system, all while utilizing their initial investment. The K1/K2 system supports the VPM based MCC 7500 Console OP (no GPIOM) and the MCC 7500E Console with the capability to communicate voice and signaling to the Motorola Consolettes. Following A7.12 the K1/K2 configurations provides support for the MKM 7000 Console Alias Management capability.

Customers can optionally add redundancy to the core equipment. The K Core components in a non-redundant configuration (K1) include: one GCP 8000 Site Controller, one core gateway, one LAN switch, and one backhaul switch (optionally provided). A redundant configuration (K2) includes: redundant GCP 8000s, redundant core gateways, two LAN switches, and two backhaul switches (optionally provided).

The Configuration Manager ships standard with the K Cores. The Configuration Manager configures the MCC 7500 Consoles, MCC 7500E Consoles, and ASTRO® 25 conventional channel gateways, alias information, channels table information and the main/alt table for the GCP 8000.



6/16/2020



Pricing

Total: \$147,187.35

\$

Main Components

K2 Core:

- (2) GCP 8000 Site Controllers
- (2) Core Gateways – SRX1500
- (2) Aruba LAN Switches
- (1) Configuration Manager PC
- (1) Rack

MCC 7500

- A2020.1 Software Upgrade Licenses for two existing MCC 7500 consoles
- (2) HP Z2 G4 Console PCs (upgrade two existing)
- (2) New MCC7500 consoles (AES, ADP, 24" Non-TS monitor, HP Z2 G4 PC, VPM speakers, dual headset jacks, dual footswitch and IRR & speakers)

Spares

- (1) SRX345
- (1) Aruba Switch

Design Assumptions

- Customer has existing space for the addition of one 19" seven foot rack.
- Adequate UPS is currently available to provide backup power for equipment proposed.
- Dispatch equipment room has sufficient rack space, power, and backup power for equipment proposed.
- For (2) new MCC7500 consoles, assume distance for (2), (100m) length of network cabling back to racked equipment.

6/16/2020



COMMUNICATIONS SYSTEM AGREEMENT

Motorola Solutions, Inc. ("Motorola") and Lawrenceville Police Department enter into this "Agreement," pursuant to which Lawrenceville Police Department will purchase and Motorola will sell the System, as described below. Motorola and Lawrenceville Police Department may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	Proposal Dated June 19, 2020
Exhibit D	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Lawrenceville Police Department first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Lawrenceville Police Department purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.10. "Non-Motorola Software" means Software that another party owns.

2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.14. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Lawrenceville Police Department will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Lawrenceville Police Department may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Lawrenceville Police Department an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Lawrenceville Police Department may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Lawrenceville Police Department wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Lawrenceville Police Department wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Lawrenceville Police Department solely in accordance with the Software License Agreement. Lawrenceville Police Department hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Lawrenceville Police Department in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Lawrenceville Police Department in accordance with, and Lawrenceville Police Department agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Lawrenceville Police Department, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Lawrenceville Police Department a copy of the applicable standard license (or specify where that license may be found); and provide to Lawrenceville Police Department a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Lawrenceville Police Department, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Lawrenceville Police Department. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Lawrenceville Police Department has the right and option to purchase

the equipment, software, and related services that are described in the Priced Options exhibit. Lawrenceville Police Department may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Lawrenceville Police Department is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Lawrenceville Police Department delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Lawrenceville Police Department authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$147,187.35**. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Lawrenceville Police Department according to the Payment Schedule. Except for a payment that is due on the Effective Date, Lawrenceville Police Department will make payments to Motorola within twenty (20) days after the date of each invoice. Lawrenceville Police Department will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Lawrenceville Police Department upon shipment. Title to Software will not pass to Lawrenceville Police Department at any time. Risk of loss will pass to Lawrenceville Police Department upon delivery of the Equipment to the Lawrenceville Police Department. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Lawrenceville Police Department at the following address: Lawrenceville Police Department 300 Jackson Street Lawrenceville GA 30046.

The city which is the ultimate destination where the Equipment will be delivered to Lawrenceville Police Department is: Suwanee, GA.

The Equipment will be shipped to the Lawrenceville Police Department at the following address: Mobile Communications America, 885 Cripple Creek Dr, Lawrenceville, GA 30043.

Lawrenceville Police Department may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Lawrenceville Police Department will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the

Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Lawrenceville Police Department in the local building permit process.

6.2. **SITE CONDITIONS.** Lawrenceville Police Department will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Lawrenceville Police Department will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Lawrenceville Police Department of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Lawrenceville Police Department will be described in the Statement of Work. Lawrenceville Police Department will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Lawrenceville Police Department reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Lawrenceville Police Department at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Lawrenceville Police Department believes the System has failed the completed Acceptance Tests, Lawrenceville Police Department will provide to Motorola a written notice that includes the specific details of the failure. If Lawrenceville Police Department does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Lawrenceville Police Department acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Lawrenceville Police Department begins using the System before System Acceptance. Therefore, Lawrenceville Police Department will not commence Beneficial Use before System Acceptance without Motorola's prior written

authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Lawrenceville Police Department assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Lawrenceville Police Department changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Lawrenceville Police Department's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. Motorola Software Warranty. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Lawrenceville Police Department's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Lawrenceville Police Department's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. To assert a warranty claim, Lawrenceville Police Department must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Lawrenceville Police Department) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice

Lawrenceville Police Department for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY LAWRENCEVILLE POLICE DEPARTMENT. If Lawrenceville Police Department (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Lawrenceville Police Department for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Lawrenceville Police Department is the defaulting Party, Motorola may stop work on the project until it approves the Lawrenceville Police Department's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Lawrenceville Police Department is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Lawrenceville Police Department may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Lawrenceville Police Department will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Lawrenceville Police Department harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Lawrenceville Police Department to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Lawrenceville Police Department gives Motorola prompt, written notice of any the claim or suit. Lawrenceville Police Department will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Lawrenceville Police Department from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY LAWRENCEVILLE POLICE DEPARTMENT.** Lawrenceville Police Department will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Lawrenceville Police Department, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Lawrenceville Police Department prompt, written notice of any the claim or suit. Motorola will cooperate with Lawrenceville Police Department in its defense or settlement of the claim or suit. This section sets forth the full extent of Lawrenceville Police Department's general indemnification of Motorola

from liabilities that are in any way related to Lawrenceville Police Department's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Lawrenceville Police Department to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Lawrenceville Police Department promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Lawrenceville Police Department providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Lawrenceville Police Department by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Lawrenceville Police Department the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Lawrenceville Police Department a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Lawrenceville Police Department's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Lawrenceville Police Department to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Lawrenceville Police Department extend in any way to royalties payable on a per use basis or the Lawrenceville Police Department's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Lawrenceville Police Department from sales or license of the infringing Product.

13.3.4. This Section 13 provides Lawrenceville Police Department's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Lawrenceville Police Department has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUES, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR**

THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Lawrenceville Police Department the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Lawrenceville Police Department any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Lawrenceville Police Department, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Lawrenceville Police Department will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Lawrenceville Police Department except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Lawrenceville Police Department and Lawrenceville Police Department will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Lawrenceville Police Department will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Lawrenceville Police Department. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4 **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5 **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6 **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7 **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Lawrenceville Police Department purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.

Lawrenceville Police Department

Attn: Judy Jean-Pieere

Attn: Chief Tim Wallis

Legal, Government Affairs/Corporate Communications 300 Jackson Street Lawrenceville GA 30046
500 West Monroe Street, Chicago, IL 60611

16.9 **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Lawrenceville Police Department will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Lawrenceville Police Department in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Lawrenceville Police Department in FCC or other matters.

16.10 **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

Lawrenceville Police Department

By: 

By: _____

Name: Philip Landgrebe

Name: _____

Title: Area Sales Manager

Title: _____

Date: September 16, 2020

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and LAWRENCEVILLE POLICE DEPARTMENT ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation

solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola's Information Assurance Policy addresses the issue of security. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B
Payment Schedule

The Contract Price in U.S. dollars is \$147,187.35. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1) 20% of Contract Price upon completion of Customer Design Review;
- 2) 65% of Contract Price upon Shipment of Equipment;
- 3) 10% of Contract Price upon Installation of Equipment; and
- 4) 5% of Contract Price upon System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Support Services will be billed annually in advance of the anniversary date.

System Acceptance Certificate

Lawrenceville Police Department Name: CHIEF TIM WALLACE

Project Name: LAWRENCEVILLE POLICE DEPARTMENT MCC7500 CONSOLE UPGRADE TO BE COMPATIBLE WITH GWINNETT COUNTY.

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Lawrenceville Police Department acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Lawrenceville Police Department Representative: **Motorola Representative:**

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Lawrenceville Police Department has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Lawrenceville Police Department Representative: **Motorola Representative:**

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

23.

Quote Number : QUOTE-940390
Contract Number: USC000003617
Contract Modifier: R02-DEC-19 15:26:48

Date: 12/02/2019

Company Name: LAWRENCEVILLE, CITY OF

Attn:

Billing Address: PO BOX 2200

City, State, Zip: LAWRENCEVILLE , GA, 30045

Customer Contact:

Phone:

Required P.O. :

Customer # : 1011949784

Bill to Tag # :

Contract Start Date : 01-Apr-2020

Contract End Date : 31-Mar-2021

Anniversary Day : Mar 31st

Payment Cycle : QUARTERLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$3,029.32
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$1,116.85
	SVC01SVC0337A	NETWORK PREVENTIVE MAINT-PREMIER ADDON	\$344.97
	SVC01SVC2007C	ONSITE INFRA RESP-CUSTOM SOW	\$16,655.35
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$728.20
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$2,747.80
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$364.10
		Subtotal - Recurring Services	\$2,082.22
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,082.22
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

23.

Quote Number : QUOTE-940390
Contract Number: USC000003617
Contract Modifier: R02-DEC-19 15:26:48

MOTOROLA REPRESENTATIVE(SIGNATURE)

CSM
TITLE

9/22/2020
DATE

Shellie White

MOTOROLA REPRESENTATIVE(PRINT NAME)

470-261-2667

PHONE

Company Name : LAWRENCEVILLE, CITY OF
Contract Number : USC000003617
Contract Modifier : R02-DEC-19 15:26:48
Contract Start Date : 01-Apr-2020
Contract End Date : 31-Mar-2021



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

23.

Quote Number : QUOTE-940390
Contract Number: USC000003617
Contract Modifier: R02-DEC-19 15:26:48

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-940390
Contract Number: USC000003617
Contract Modifier: R02-DEC-19 15:26:48

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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SERVICE AGREEMENT

23.

Quote Number : QUOTE-940390
Contract Number: USC000003617
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1213955
Contract Number: USC000007277
Contract Modifier: R02-MAR-20 19:40:06

Date: 03/02/2020

Company Name: LAWRENCEVILLE, CITY OF

Attn:

Billing Address: PO BOX 2200

City, State, Zip: LAWRENCEVILLE, GA, 30045

Customer Contact:

Phone:

Required P.O. :

Customer # : 1011949784

Bill to Tag # :

Contract Start Date : 01-Jul-2020

Contract End Date : 30-Jun-2021

Anniversary Day : Jun 30th

Payment Cycle : MONTHLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	LSV00Q00572A	LOCAL DEVICE SUPPORT	\$17,118.72
		Subtotal - Recurring Services	\$1,426.56
		Subtotal - One-Time Event Services	\$0.00
		Total	\$1,426.56
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Shellie White

CSM

6/26/2020

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Shellie White

470-261-2667



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1213955
Contract Number: USC000007277
Contract Modifier: R02-MAR-20 19:40:06

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : LAWRENCEVILLE, CITY OF
Contract Number : USC000007277
Contract Modifier : R02-MAR-20 19:40:06
Contract Start Date : 01-Jul-2020
Contract End Date : 30-Jun-2021



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-1213955
Contract Number: USC000007277
Contract Modifier: R02-MAR-20 19:40:06

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Quote Number : QUOTE-1213955
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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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SERVICE AGREEMENT

Quote Number : QUOTE-1213955
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1213955
Contract Number: USC000007277
Contract Modifier: R02-MAR-20 19:40:06

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

SUA II and Maintenance Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Lawrenceville, Georgia ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency among Exhibits A and C will be resolved in their listed order.

Exhibit A	Motorola Software License Agreement
Exhibit B	Motorola's Proposal dated September 14, 2020 and Payment Schedule
Exhibit C	Software Upgrade Agreement (SUA) Statement of Work

Section 2 DEFINITIONS AND INTERPRETATION

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. **SCOPE OF WORK.** Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer plans to appropriate according to the Exhibit B Payment Schedule and payments can be processed solely against this Agreement.

4.2. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. **INTRINSICALLY SAFE EQUIPMENT.** Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues with successive one year terms for a period of 10 years which renew automatically unless cancelled by Customer by providing 90 days notice or as otherwise terminated in accordance with other provisions in this Agreement to be consistent with Georgia law.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the

transmission medium. The SUA II Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$198,231.85. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment.

7.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit B and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

Section 8 WARRANTY

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the 8% discount applied to the last three (3) years of System Upgrade payments for the original Term.

9.4. The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two-year cycle if a major system release has been implemented before the point of termination.

9.5. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed up to the date of termination.

Section 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no

event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5 CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4 SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5 INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6 HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
 Attn: Judy Jean-Pierre, Sr. Counsel
 Legal, Government Affairs & Corporate Communications
 500 West Monroe Street
 Chicago, IL 60661

Lawrenceville, City Of
 Attn: Lawrenceville Police Dept
 70 S Clayton St
 Lawrenceville, GA 30046

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right); Section 15 (Disputes); and all of the General provisions in Section 16. The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

City of Lawrenceville

By: 

By: _____

Name: Philip Landgrebe

Name: _____

Title: Area Sales Manager

Title: _____

Date: October 1, 2020

Date: _____

Exhibit A SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the City of Lawrenceville, Georgia ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing

Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Customer Programming Software ("CPS"), Licensee must purchase a separate license for each location at which Licensee uses CPS. Licensee's use of CPS at a licensed location does not entitle Licensee to use or access CPS remotely. Licensee may make one copy of CPS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use CPS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Georgia. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated June 15, 2020

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9
SUA II	\$ 19,785.78	\$ 20,149.51	\$ 20,524.15	\$ 20,909.70	\$ 21,307.37	\$ 21,717.17	\$ 23,888.89	\$ 24,605.56	\$ 25,343.73

EXHIBIT C
STATEMENT OF WORK
ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

Description of Service and Obligations

As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.

The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.

ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab. The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

Servers

PC Workstations

Routers

LAN Switches

The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

GTR 8000 Base Stations

GCP 8000 Site Controllers

GCM 8000 Comparators

MCC 7500 Console Operator Positions

STR 3000 Base Stations

Quantar Base Stations

Centracom Gold Elite Console Operator Interface Electronics

Centracom Gold Elite Central Electronics Banks

Ambassador Electronics Banks

Motorola Gold Elite Gateways

ASTROTAC Comparators

PSC 9600 Site Controllers

PBX Switches for Telephone Interconnect

NFM/NFM XC/MOSCAD RTU

The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.

Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

Review infrastructure system audit data as needed.

Identify additional system equipment needed to implement a system release, if applicable.

Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

Advise Customer of probable impact to system users during the actual field upgrade implementation.

Program management support required to perform the system upgrade.

Field installation labor required to perform the system upgrade.

Upgrade operations engineering labor required to perform the system upgrade.

ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

Upgrade Elements and Corresponding Party Responsibilities

Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

Motorola responsibilities

Obtain and review infrastructure system audit data as needed.

Identify additional system equipment needed to implement a system release, if applicable.

Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

Advise Customer of probable impact to system users during the actual field upgrade implementation.

Inform Customer of high speed internet connection requirements.

Assign program management support required to perform the system upgrade.

Assign field installation labor required to perform the system upgrade.

Assign upgrade operations engineering labor required to perform the system upgrade.

Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

Customer responsibilities

Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix D. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

Assist in site walks of the system during the system audit when necessary.

Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

Provide or purchase labor to implement optional system release features or system expansions.

Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

Motorola responsibilities

Perform appropriate system backups.

Work with the Customer to validate that all system maintenance is current.

Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

Customer responsibilities

Validate system maintenance is current.

Validate that all available patches and antivirus updates to their system have been completed.

System Upgrade

Motorola responsibilities

Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

Customer responsibilities

Inform system users of software upgrade plans and scheduled system downtime.

Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

Upgrade Completion

Motorola responsibilities

Validate all system upgrade deliverables are complete as contractually required.
 Deliver post upgrade implementation training to the customer as needed, up to once per system.
 Obtain upgrade completion sign off from the customer.

Customer Responsibilities

Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
 Provide Motorola with upgrade completion sign off.

Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

MCC5500 Dispatch Consoles
 MIP5000 Dispatch Consoles
 Plant/E911 Systems
 MOTOBRIDGE Solutions
 ARC 4000 Systems
 Motorola Public Sector Applications Software ("PSA")
 Custom SW, CAD, Records Management Software
 Data Radio Devices
 Mobile computing devices such as Laptops
 Non-Motorola two-way radio subscriber products
 Genesis Products
 Point-to-point products such as microwave terminals and association multiplex equipment

ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

Special provisions

Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the

ASTRO 25 SUA II.

Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of

defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14	7.15 (planned)
Nov-13	R7.14	7.15 (planned)	7.16 (planned)
Nov-14	R7.15 (planned)	7.16 (planned)	7.17 (planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	0
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	2
Conventional Channel Gateways (CCGW)	2
Conventional Site Controllers (GCP 8000 Controller)	2
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0

Appendix C – Security Update Service (SUS) Statement of Work

Please edit this section based on how SUS is proposed or sold to your customer:

If SUS was not bundled with the SUA please include the following statement:
The customer has chosen not to receive Security Update Service (SUS) coverage.

If SUS is being proposed or sold please insert the current SUS Statement of Work in this section.

Appendix D – High-Speed Connectivity Specifications

Connectivity Requirements

The minimum supported link between the core and the zone is a full T1

Any link must realize or a sustained transfer rate of 175 kbps / 1.4 Mbps or better, bidirectional

Interzone links must be fully operational when present

Link reliability must satisfy these minimum QoS levels:

Port availability must meet or exceed 99.9% (three nines)

Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%

Network jitter shall be no greater than 2 ms

The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 26, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Resolution for Abandonment of McArthur Street

Department: Administration

Date of Meeting: Monday, October 26, 2020

Fiscal Impact: N/A

Presented By: Chuck Warbington, City Manager

Action Requested: Approve the Resolution for the abandonment of McArthur Street

Attachments/Exhibits:

Resolution
Street Plat

RESOLUTION NO. _____

RESOLUTION OF ABANDONMENT OF MUNICIPAL STREET

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that a portion of the right-of-way of McArthur Street has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as part of the municipal street system; and

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that the abandonment and closing of a portion of the right-of-way of McArthur Street as shown on the plat which is attached hereto as Exhibit “A” is in the best interest of the citizens of the City of Lawrenceville;

NOW THEREFORE, the Council of the City of Lawrenceville hereby resolves and ordains that that portion of the right-of-way of McArthur Street containing 0.15 acres, as shown on Exhibit “A” which is attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-2(c) following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action.

IT IS FURTHER RESOLVED AND ORDAINED that the Council hereby authorizes the Mayor, City Manager, City Clerk, and the City Attorney to take such action and execute such documents as are necessary to dispose of the abandoned property in accordance with the laws of the State of Georgia. Any deed disposing of said property shall contain a provision that the transfer is subject to all existing utility easements.

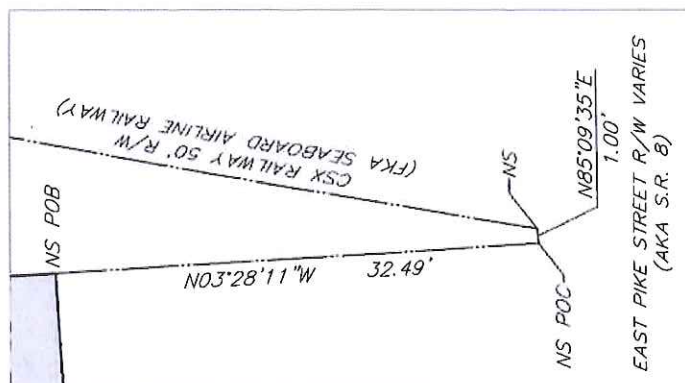
IT IS SO RESOLVED AND ORDAINED this ____ day of _____, 2020.

David R. Still, Mayor

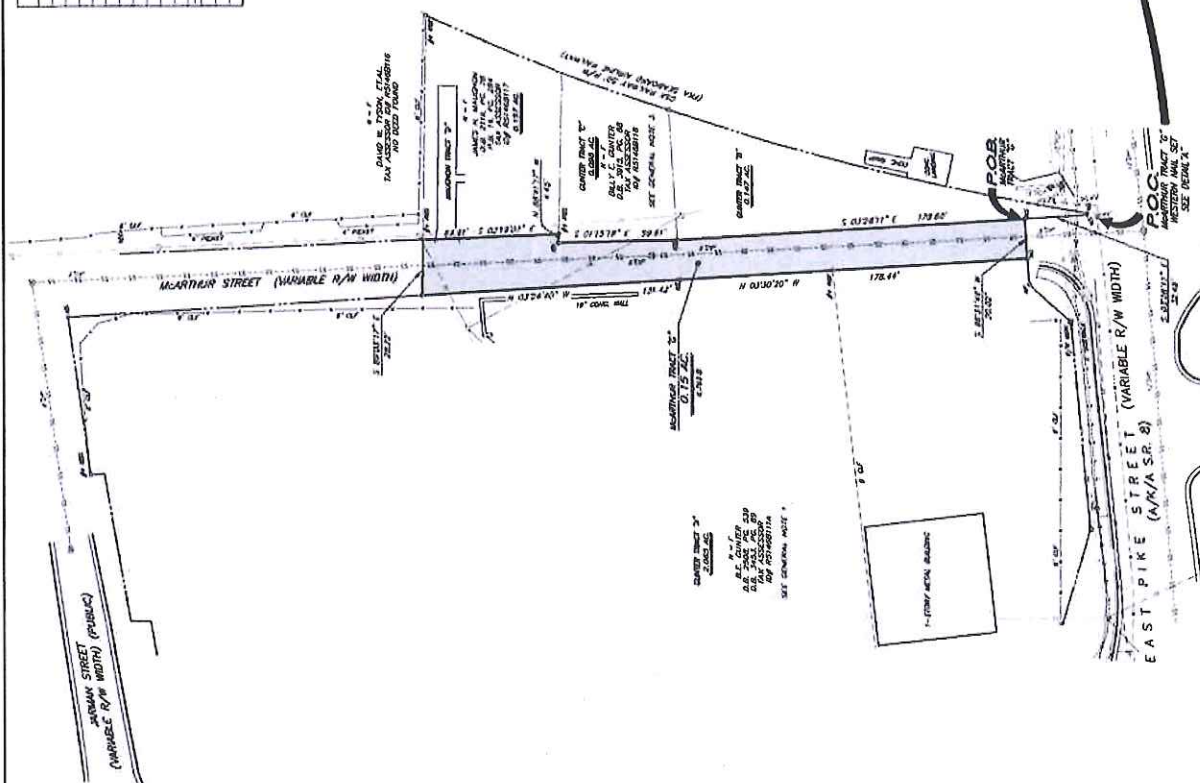
ATTEST:

Karen Pierce, City Clerk

LEGEND	
1	PA - POWER LINE
2	SA - SIGNAL
3	TA - TALKING
4	FA - FIVE MINUTE
5	WA - WAITING SEVERAL MINUTE
6	MA - MISSING
7	WA - WAITING SEVERAL MINUTE
8	CA - CALL CENTER
9	MA - MISSING
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DETAIL "A"
NOT TO SCALE



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Planning and Development Department

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