LAWRENCEVILLE
GEORGIA

CITY COUNCIL WORK SESSION

AGENDA

Wednesday, May 15, 2019
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Discussion of General City Business

1. Adoption of City of Lawrenceville Construction Code
2. CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2
3. 650 Hurricane Shoals Road (Old Norcross Road) Storm Drain Emergency Replacement Project
4. 1140 Grayland Hill Trail Storm Drain Replacement Project
5. Lawrenceville City Hall Interior Finish Renovation Project
6. Consideration of Title Ad Valorem Tax Intergovernmental Agreement with Gwinnett County
7. Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Voting Delegates
8. Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Authorized Official
9. Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Authorized Official
10. Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Voting Delegates
11. Intergovernmental Agreement with the Downtown Development Authority for the Alford Property along Atha Street
12. Intergovernmental Agreement with Aurora Theatre for Lawrenceville Performing Arts Complex (LPAC)
13. Event Policy & Fee Resolution
14. Heritage Trail Medallion Committee
15. Discussion of Alcohol Ordinance related to Distilleries and Frozen Consumables
16. Discussion on updates to the Lawrenceville Performing Arts Complex (LPAC)
17. Potential Rezoning Analysis for RM-12 Zoned Properties in the City of Lawrenceville
18. Discussion about 1004 Lawrenceville Hwy. (former A/R Motor Sports Property)

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Adoption of City of Lawrenceville Construction Code

Department: Planning and Development

Date of Meeting: Wednesday, May 15, 2019

Fiscal Impact: Not applicable

Presented By: Todd Hargrave

Action Requested: Table to August 21, 2019 work session

Summary: A discussion to consider the adoption of the City of Lawrenceville Construction Code, with the intent of establishing the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment.

Attachments/Exhibits:

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 15, 2019
AGENDA CATEGORY: GENERAL DISSCUSSION ITEM

Item:	CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2
Department:	Gas
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	$63,656.25
Presented By:	Todd Hardegree
Action Requested:	Approval of CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2 to awarded contractor, ElectriCom, LLC, amount not to exceed $63,656.25. Authorization for Mayor to execute change order 2.

Summary: This change order is to add 485 feet of rock bore to the project for unforeseen circumstances and to increase project time by an additional 30 days. Change order 1 was to add an additional 350 feet of rock bore in the amount of $45,937.50 and was approved and executed by City Manager authority. This will bring the total amount of the change orders to $109,593.75.

Total contract value will be $562,044.67.

Background:

Fiscal Impact: Amount not to exceed $63,656.25. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Projects 11-019 and 11-020.

Concurrences:

Attachments/Exhibits:
Change Order

CITY OF LAWRENCEVILLE
CONTRACT/PO CHANGE ORDER

Department: ______________________________ Change Order #:______________

Project/PO: ______________________________ Change Order Date:______________

Contractor/Vendor:______________________________

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)
		Net Amount	

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: $______________

Previous Change Order Amount: $______________

Amount of Change Order Requested (Increase/Decrease) $______________

New Contract/PO Amount (Including this Change Order) $______________

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

AGENDA REPORT
MEETING: WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISSCUSSION ITEM

Item:	650 Hurricane Shoals Road (Old Norcross Road) Storm Drain Emergency Replacement Project
Department:	Engineering
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	$200,376.00
Presented By:	Dennis Billew
Action Requested:	Ratification of 650 Hurricane Shoals Road (Old Norcross Road) Storm Drain Emergency Replacement Project to low responsive bidder, Kennedy & Tillman, LLC in the amount of $200,376.00.

Summary: This emergency stormwater project consists of demolition and removal of the existing storm drain system and installation of a new drain system with pre-cast inlet concrete structures that will tie in to existing catch basins and yard inlets. The project will also include site clearing, light grading, excavation and backfill, and installation of sod and mulch on areas disturbed by construction.

Background:

Fiscal Impact: Amount not to exceed $200,376.00. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002. $976,272 is approved an available in project 25-002. Upon approval of this item $775,896 will be remaining in the project.

Concurrences:

Attachments/Exhibits:
Bid Tabulation

WQ014-19
650 Hurricane Shoals Rd. Storm Drain Replacement Project
Engineering

				A1 Contracting LLC.		Kennedy & Tillman, LLC.		L-J, Inc.		M.V.P. Piping Company Inc.	
ITEM #	**DESCRIPTION**	**APPROX. QTY**		**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	Warranties	1	LS	$10,000.00	$10,000.00	$16,560.00	$16,560.00	$2,210.00	$2,210.00	$8,000.00	$8,000.00
2	Mobilization	1	LS	$7,000.00	$7,000.00	$1,500.00	$1,500.00	$16,800.00	$16,800.00	$5,000.00	$5,000.00
3	Demolition - Removal And Disposal Of Existing Storm Drain Pipes. Concrete Structure, Debris & Clean Up Site, Including Light Grading	1	LS	$45,000.00	$45,000.00	$22,000.00	$22,000.00	$39,200.00	$39,200.00	$45,000.00	$45,000.00
4	Replace Exist. Concrete Structures With Pre-Cast Yard Inlets 10'-15' Deep Including Tie-Ins & Backfill	3	EACH	$7,500.00	$22,500.00	$9,000.00	$27,000.00	$10,650.00	$31,950.00	$20,000.00	$60,000.00
5	Install Complete 48” HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	240	LF	$100.00	$24,000.00	$100.00	$24,000.00	$195.00	$46,800.00	$230.00	$55,200.00
6	Install Complete 54” HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	235	LF	$120.00	$28,200.00	$180.00	$42,300.00	$218.00	$51,230.00	$260.00	$61,100.00
7	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	$8.00	$17,600.00	$9.00	$19,800.00	$10.50	$23,100.00	$9.00	$19,800.00
8	Erosion Control	1	LS	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$16,160.00	$16,160.00	$5,000.00	$5,000.00
9	Repair Existing 10’-15’ deep concrete structures	3	EACH	$2,500.00	$7,500.00	$3,000.00	$9,000.00	$5,600.00	$16,800.00	$3,000.00	$9,000.00
10	Install complete Flowable fill concrete into existing pipes.	120	CY	$250.00	$30,000.00	$150.00	$18,000.00	$180.00	$21,600.00	$210.00	$25,200.00
	10% Contingencies				$20,180.00		$18,216.00		$26,585.00		$29,330.00
			TOTAL	$221,980.00		$200,376.00		$292,435.00		$322,630.00	

WQ014-19
650 Hurricane Shoals Rd. Storm Drain Replacement Project
Engineering

				Smith & Company., Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties	1	LS	$12,250.00	$12,250.00	$2,500.00	$2,500.00
2	Mobilization	1	LS	$5,805.00	$5,805.00	$6,500.00	$6,500.00
3	Demolition - Removal And Disposal Of Existing Storm Drain Pipes. Concrete Structure, Debris & Clean Up Site, Including Light Grading	1	LS	$25,225.00	$25,225.00	$3,500.00	$3,500.00
4	Replace Exist. Concrete Structures With Pre-Cast Yard Inlets 10'-15' Deep Including Tie-Ins & Backfill	3	EACH	$11,367.00	$34,101.00	$8,500.00	$25,500.00
5	Install Complete 48" HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	240	LF	$114.00	$27,360.00	$285.00	$68,400.00
6	Install Complete 54" HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	235	LF	$154.00	$36,190.00	N/R	$0.00
7	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	$11.00	$24,200.00	$7.00	$15,400.00
8	Erosion Control	1	LS	$3,846.00	$3,846.00	$800.00	$800.00
9	Repair Existing 10'-15' deep concrete structures	3	EACH	$2,518.00	$7,554.00	$1,550.00	$4,650.00
10	Install complete Flowable fill concrete into existing pipes.	120	CY	$558.00	$66,960.00	$150.00	$18,000.00
	10% Contingencies				$24,325.00		$14,252.00
			TOTAL	$267,816.00		N/R	

Recommended Vendor:
Kennedy & Tillman, LLC
2397 Lower Union Hill Rd.
Canton, GA. 30115
678-699-5717
ted@kennedytillman.com

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISSCUSSION ITEM

Item: 1140 Grayland Hill Trail Storm Drain Replacement Project

Department: Engineering

Date of Meeting: Wednesday, May 15, 2019

Fiscal Impact: $58,415.61

Presented By: Dennis Billew

Action Requested: Award 1140 Grayland Hill Trail Storm Drain Replacement Project to low bidder, Smith & Co., Inc. in the amount of $58,415.61.

Summary: This project consists of demolition and removal of the existing CMP storm drain system and installation of a new drain system using HDPE pipe. The project will also include the installation of a 18 inch pre-cast head wall.

Background:

Fiscal Impact: Amount not to exceed $58,415.61. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002.

Concurrences:

Attachments/Exhibits:
Bid Tabulation

WQ015-19
1140 Grayland Hill Trail Storm Drain Replacement Project
Engineering

				A&S Paving, Inc.		Clean Water Consultants, Inc.		Construction 57 Inc.		Kennedy & Tillman, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	$6,700.00	$6,700.00	$6,800.00	$6,800.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00
2	Demolition - Removal & Disposal of Existing Storm Drain Pipes, Debris & Clean Up Site.	1	LS	$6,600.00	$6,600.00	$9,850.00	$9,850.00	$5,000.00	$5,000.00	$7,100.00	$7,100.00
3	Install Complete 18" HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	170	LF	$75.00	$12,750.00	$36.51	$6,206.70	$40.00	$6,800.00	$35.00	$5,950.00
4	Install Complete 24" RCP Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	30	LF	$150.00	$4,500.00	$87.95	$2,638.50	$65.00	$1,950.00	$60.00	$1,800.00
5	Install Complete 24" HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	260	LF	$95.00	$24,700.00	$48.10	$12,506.00	$60.00	$15,600.00	$45.00	$11,700.00
6	Reconstruct New DI 3' - 5' Deep	1	EACH	$4,000.00	$4,000.00	$2,250.00	$2,250.00	$2,800.00	$2,800.00	$2,750.00	$2,750.00
7	Install complete 18" Pre-cast head wall	1	EACH	$1,500.00	$1,500.00	$2,865.00	$2,865.00	$2,000.00	$2,000.00	$1,150.00	$1,150.00
8	Rip Rap Type 1	40	TN	$55.00	$2,200.00	$98.60	$3,944.00	$55.00	$2,200.00	$70.00	$2,800.00
9	Patching all included (min. 6" GAB compacted to 95% - 3" asphalt 19 mm Binder - 2" 9.5 mm asphalt Surface course	1	LS	$3,500.00	$3,500.00	$5,250.00	$5,250.00	$7,000.00	$7,000.00	$4,750.00	$4,750.00
10	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	$9.00	$19,800.00	$13.65	$30,030.00	$10.00	$22,000.00	$8.00	$17,600.00
11	Re-Pour concrete driveway 4" thick including 6" x 6" steel mesh	30	SY	$75.00	$2,250.00	$169.10	$5,073.00	$45.00	$1,350.00	$306.00	$9,180.00
12	Erosion Control	1	LS	$2,200.00	$2,200.00	$2,575.00	$2,575.00	$2,000.00	$2,000.00	$900.00	$900.00
	10% Contingencies				$9,070.00		$8,998.82		$7,370.00		$6,718.00
			TOTAL	$99,770.00		$98,987.02		$81,070.00		$73,898.00	

WQ015-19
1140 Grayland Hill Trail Storm Drain Replacement Project
Engineering

				Ohmshiv Construction, LLC		Ryde Grading, Inc.		Smith & Co., Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	$10,000.00	$10,000.00	$21,298.00	$21,298.00	$1,750.00	$1,750.00	$3,575.00	$3,575.00
2	Demolition - Removal & Disposal of Existing Storm Drain Pipes, Debris & Clean Up Site.	1	LS	$42,500.00	$42,500.00	$2,784.00	$2,784.00	$8,825.00	$8,825.00	$2,500.00	$2,500.00
3	Install Complete 18” HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	170	LF	$52.00	$8,840.00	$25.55	$4,343.50	$20.35	$3,459.50	$123.55	$21,003.50
4	Install Complete 24” RCP Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	30	LF	$62.00	$1,860.00	$63.46	$1,903.80	$183.00	$5,490.00	$130.00	$3,900.00
5	Install Complete 24” HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	260	LF	$65.00	$16,900.00	$31.66	$8,231.60	$30.46	$7,919.60	$125.00	$32,500.00
6	Reconstruct New DI 3' - 5' Deep	1	EACH	$2,250.00	$2,250.00	$2,130.00	$2,130.00	$1,925.00	$1,925.00	$750.00	$750.00
7	Install complete 18” Pre-cast head wall	1	EACH	$1,500.00	$1,500.00	$741.25	$741.25	$425.00	$425.00	$1,000.00	$1,000.00
8	Rip Rap Type 1	40	TN	$52.00	$2,080.00	$50.07	$2,002.80	$60.00	$2,400.00	$65.00	$2,600.00
9	Patching all included (min. 6” GAB compacted to 95% - 3” asphalt 19 mm Binder - 2” 9.5 mm asphalt Surface course	1	LS	$1,650.00	$1,650.00	$953.30	$953.30	$2,500.00	$2,500.00	$7,500.00	$7,500.00
10	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	$4.00	$8,800.00	$5.07	$11,154.00	$6.73	$14,806.00	$6.00	$13,200.00
11	Re-Pour concrete driveway 4" thick including 6" x 6" steel mesh	30	SY	$50.00	$1,500.00	$37.51	$1,125.30	$58.50	$1,755.00	$75.00	$2,250.00
12	Erosion Control	1	LS	$2,500.00	$2,500.00	$2,341.35	$2,341.35	$1,850.00	$1,850.00	$655.00	$655.00
	10% Contingencies				$10,038.00		$5,900.89		$5,310.51		$9,143.35
			TOTAL	$110,418.00		$64,909.79		$58,415.61		$100,576.85	

Recommended Vendor:
Smith & Co., Inc.
1269 Old Monroe Madison Hwy.
Monroe, GA 30655
404-456-8769
tony@smithrestores.com

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISSCUSSION ITEM

Item: Lawrenceville City Hall Interior Finish Renovation Project

Department: Administration

Date of Meeting: Wednesday, May 15, 2019

Fiscal Impact: $629,993.00

Presented By: Steve North

Action Requested: Award Lawrenceville City Hall Interior Finish Renovation Project to low bidder, Striker Contracting, LLC in the amount of $629,993.00.

Summary: The building renovation will consist of the selective demolition and replacement of interior finishes throughout the building and reconfiguration of interior office space. The scope of the work on each floor will vary, and degree and complexity and the bulk of work will be concentrated on the Lower Level, Main Level, and Third Level.

Background:

Fiscal Impact: Amount not to exceed $629,993.00. This project is funded by the Capital Outlay Fund (355-5.15.1565.541000). Project 15-002. $680,776 is approved and available for project 15-002. Upon approval of this item $50,783 will be remaining in the project.

Concurrences:

Attachments/Exhibits:
Bid Tabulation

SB011-19
Lawrenceville City Hall Interior Finish Renovation Project
Administration

				Amacher Bros. Construction Co.		BM&K Construction, Inc.		Build Smart/Tebarco, A Joint Venture LLC		Diversified Construction of Georgia, Inc.		Headley Construction Corporation		Kevin Price General Contractors	
ITEM #	**DESCRIPTION**	**APPROX. QTY**		**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	**Lump Sum Base Bid**				$696,000.00		$719,000.00		$815,605.00		$716,000.00		$734,000.00		$791,000.00
2	**Patch and Paint Walls and Install Existing Room Signage:** Removal and disposal of existing room signage. Patch holes in existing walls to a level 4 drywall finish and paint in accordance with Division 09, Section 09 91 20 Painting. Once painting is complete, install Owner provided signage for each room shown on the floor plans, regardless of whether the room is indicated as not in scope. This applies to the complete finishing of the rooms, not the installation of the room signage. Owner provided signage will be installed using heavy duty double sided tape, provided by the Contractor. Note: For the purposes of this unit price, one (1) sign is equal to one (1) square foot of wall repair, and paint at a level 4 drywall finish. The Contractor shall include onehundred (100) square feet of wall patch, repair, and paint in the based bid price. Should the wall area requiring repair at any sign location exceed one (1) square foot, the Owner should be notified immediately and the area of repair quantified prior to proceeding with that repair. Any quantities over that included in the base bid amount will be compensated based on the unit price listed above.	100	SF	$27.00	$2,700.00	$10.95	$1,095.00	$36.51	$3,651.00	$15.00	$30.00	$5.00	$500.00	$40.00	$4,000.00
3	**Ceiling Tiles for Main Level:** M92: Purchase and install Ceiling in excess of the quantities included in the base bid amount in room M92; APC-1. Refer to Division 09, Section Acoustic Ceiling Tiles for additional information.	160	SF	$5.00	$800.00	$3.45	$552.00	$7.48	$1,196.80	$20.00	$60.00	$6.00	$960.00	$10.00	$1,600.00

SB011-19
Lawrenceville City Hall Interior Finish Renovation Project
Administration

				Lichty Commercial Construction, Inc.		Multiplex, LLC		Prime Contractors, Inc.		Striker Contracting, LLC		TMG Services, 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**
1	**Lump Sum Base Bid**				$775,000.00		$713,000.00		$686,550.00		$629,993.00		$664,864.00
2	**Patch and Paint Walls and Install Existing Room Signage:** Removal and disposal of existing room signage. Patch holes in existing walls to a level 4 drywall finish and paint in accordance with Division 09, Section 09 91 20 Painting. Once painting is complete, install Owner provided signage for each room shown on the floor plans, regardless of whether the room is indicated as not in scope. This applies to the complete finishing of the rooms, not the installation of the room signage. Owner provided signage will be installed using heavy duty double sided tape, provided by the Contractor. Note: For the purposes of this unit price, one (1) sign is equal to one (1) square foot of wall repair, and paint at a level 4 drywall finish. The Contractor shall include onehundred (100) square feet of wall patch, repair, and paint in the based bid price. Should the wall area requiring repair at any sign location exceed one (1) square foot, the Owner should be notified immediately and the area of repair quantified prior to proceeding with that repair. Any quantities over that included in the base bid amount will be compensated based on the unit price listed above.	100	SF	$10.00	$20.00	$50.00	$100.00	$12.58	$25.16	$2.60	$5.20	$3.00	$6.00
3	**Ceiling Tiles for Main Level:** M92: Purchase and install Ceiling in excess of the quantities included in the base bid amount in room M92; APC-1. Refer to Division 09, Section Acoustic Ceiling Tiles for additional information.	160	SF	$6.00	$18.00	$40.00	$120.00	$2.00	$6.00	$1.60	$4.80	$5.00	$15.00

Recommended Vendor:
Striker Contracting, LLC
2859 Paces Ferry Rd. Suite 1750
Atlanta, GA 30339
678-350-4926
jan.phillips@strikercontracting.com

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: MAY 15, 2019
AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	Consideration of Title Ad Valorem Tax Intergovernmental Agreement with Gwinnett County
Department:	Finance
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	
Presented By:	Keith Lee
Action Requested:	Consideration of a contract with Gwinnett County.

Summary: The State Legislature changed the distribution formula for Title Ad Valorem Tax (TAVT) in 2018 to be effective July 1, 2019. Code Section 48-5C-1 is the specific section that was changed by the State. The County has drafted an intergovernmental agreement to reflect the new distribution percentages. Section 4(C) on page 7 of the IGA contains the new disbursement formula.

Background:

Fiscal Impact:

Concurrences:

Attachments/Exhibits:

STATE OF GEORGIA
GWINNETT COUNTY

INTERGOVERNMENTAL AGREEMENT FOR THE ALLOCATION AND DISTRIBUTION OF PROCEEDS FROM THE TITLE AD VALOREM TAX

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the ____ day of ________________________, 20__, by and between the **GWINNETT COUNTY TAX COMMISSIONER (the "Tax Commissioner"), GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (the "County"), and the **CITY OF AUBURN**, the **CITY OF BERKELEY LAKE,** the **TOWN OF BRASELTON,** the **CITY OF BUFORD,** the **CITY OF DACULA,** the **CITY OF DULUTH,** the **CITY OF GRAYSON,** the **CITY OF LAWRENCEVILLE,** the **CITY OF LILBURN,** the **CITY OF LOGANVILLE,** the **CITY OF NORCROSS,** the **CITY OF PEACHTREE CORNERS,** the **CITY OF REST HAVEN,** the **CITY OF SNELLVILLE,** the **CITY OF SUGAR HILL,** and the **CITY OF SUWANEE**, municipal corporations of the State of Georgia, (the "Participating Municipalities," individually and collectively) and the **GWINNETT COUNTY BOARD OF EDUCATION** and the **BUFORD CITY SCHOOL DISTRICT** (the "Participating School Districts").

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the "Intergovernmental Contracts Clause") authorizes the County, Tax Commissioner, the Participating Municipalities and the Participating School Districts to contract, for a period not exceeding 50 years; and

WHEREAS, the Tax Commissioner is required pursuant to O.C.G.A. § 48-5C-1 *et seq.,* (the "Act") to levy and collect a Title Ad Valorem Tax Fee ("Title Ad Valorem Tax") when a vehicle sale would have constituted a taxable event for purposes of O.C.G.A. § 48-5C-1 *et seq;* and

WHEREAS, pursuant to the Act, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts have conferred to determine the language of this Intergovernmental Agreement; and

WHEREAS, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts within the County shall execute this Intergovernmental Agreement which provides for the distribution of proceeds in accordance with O.C.G.A. § 48-5C-1 *et seq.*

NOW, THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the benefits flowing to the parties hereto and to the citizens of each under this Agreement, and for good and valuable consideration, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts consent and agree as follows:

SECTION 1

REPRESENTATIONS & MUTUAL COVENANTS

(A) The Tax Commissioner makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The Tax Commissioner is a Constitutional Officer duly created pursuant to the Constitution of the State of Georgia;

(ii) The Tax Commissioner is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the Tax Commissioner.

(B) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

(C) Each Participating Municipality makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) Each Participating Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating Municipality is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating Municipality; and

(iv) Each Participating Municipality is located wholly or partially within the geographic boundaries of the County.

(D) Each Participating School District makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) Each Participating School District is duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating School District is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating School District; and

(iv) Each Participating School District is located wholly or partially within the geographic boundaries of the County.

(E) It is the intention of the Tax Commissioner, the County, each Participating Municipality, and each Participating School District to comply in all respects with the provisions of the Title Ad Valorem Tax Act, and all provisions of this Agreement shall be construed in light of the provisions of the Title Ad Valorem Tax Act.

(F) The Tax Commissioner, the County, each Participating Municipality, and each Participating School District agree to maintain thorough and accurate records concerning the receipt of proceeds under this Agreement.

SECTION 2

CONDITIONS PRECEDENT

(A) The obligations of the Tax Commissioner, the County, each Participating Municipality, and each Participating School District pursuant to this Agreement are conditioned upon the collection of the Title Ad Valorem Tax revenues by the

Tax Commissioner and the transfer of those revenues pursuant to the terms set forth in O.C.G.A. § 48-5C-1 *et seq.*

SECTION 3

ADMINISTRATION AND COLLECTION COSTS

In accordance with O.C.G.A. § 48-5C-1 *et seq*, the proceeds of the Ad Valorem Title Tax shall be allocated and distributed by the Tax Commissioner pursuant to the terms of this Agreement.

SECTION 4

ALLOCATION AND DISTRIBUTION OF REMAINDER PROCEEDS

(A) The County, each Participating Municipality, and each Participating School District agree that the provisions of O.C.G.A. § 48-5C-1 *et seq.* govern the collection and distribution of Ad Valorem Taxation of Motor Vehicles. The relevant provisions at the time of the execution of this Agreement, and effective as of July 1, 2019, are set forth below:

> (c)(1) The amount of proceeds collected by tag agents each month as state and local title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest pursuant to subsection (b) of this Code section shall be allocated and disbursed as provided in this subsection.
>
> (2) For the 2013 tax year and in each subsequent tax year, the amount of such funds shall be disbursed within 20 days following the end of each calendar month as follows:

(A) State title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest shall be remitted to the state revenue commissioner who shall deposit such proceeds in the general fund of the state less an amount to be retained by the tag agent not to exceed 1 percent of the total amount otherwise required to be remitted under this subparagraph to defray the cost of administration. Such retained amount shall be remitted to the collecting county's general fund. Failure by the tag agent to disburse within such 20 day period shall result in a forfeiture of such administrative fee plus interest on such amount at the rate specified in Code Section 48-2-40; and

(B) Local title ad valorem tax fees, administrative fees, penalties, and interest shall be designated as local government ad valorem tax funds. The tag agent shall then distribute the proceeds as specified in paragraph (3) of this subsection.

(3) Beginning July 1, 2019, the portion of the title ad valorem tax fee proceeds to be retained by the county pursuant to O.C.G.A. § 48-5C-1(b)(1)(B)(iii) shall be distributed as follows:

(A) Not applicable.

(B) As to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the unincorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute 51 percent of such proceeds to the county governing authority and distribute 49 percent of such proceeds to the board of education of the county school district; and

(C) As to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the incorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate such proceeds by the municipality from which the proceeds were derived and then, for each such municipality, distribute 28 percent of such proceeds to the county governing authority and 23 percent of such proceeds to the governing authority of such municipality, and the remaining 49 percent of such proceeds shall be distributed to the board of education of the county school district; provided, however, that, if there is an independent school district in such municipality, then such remaining 49 percent of such proceeds shall be distributed to the board of education of the independent school district.

SECTION 5
ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the Tax Commissioner, the County, the Participating Municipalities, and each Participating School District with respect to all matters relating to the imposition, levy, collection, administration, allocation, and distribution of proceeds of the Title Ad Valorem Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the collection, administration, allocation, and distribution of proceeds of the Title Ad Valorem Tax. This Agreement does not supersede, supplant, or otherwise replace any existing Special Purpose Local Option Sales Tax Agreement or Education Special Purpose Local Option Sales Tax Agreement which is currently in place or may be put in place during the existence of this Agreement. Nothing in this Agreement shall prohibit the County from transferring Title Tax revenue received into the General Fund to other funds which would have received ad valorem tax on motor vehicles collected under Chapter 5 of Title 48 or proceeds from a special purpose local option sales tax to fund the services described in the Intergovernmental Agreements. The provisions of this Agreement and any subsequent Amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act as to the subject matter of this Agreement.

SECTION 6

AMENDMENT OR MODIFICATION OF AGREEMENT

This Agreement shall not be amended or modified except by agreement in writing executed by the Tax Commissioner, the County, each Participating Municipality, and each Participating School District.

SECTION 7

GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and laws of the State of Georgia.

SECTION 8
SEVERABILITY

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

SECTION 9
COMPLIANCE WITH LAW

The Tax Commissioner, the County, each Participating Municipality, and each Participating School District shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

SECTION 10
NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

SECTION 11

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12

MEDIATION

The Tax Commissioner, the County, each Participating Municipality, and each Participating School District agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

SECTION 13

TERMINATION

This Agreement shall become effective on July 1, 2019. This Agreement shall continue in force and effect through March 31, 2025. This Agreement may be renewed by consent of all parties for an additional four year term thereafter.

This Agreement shall automatically terminate if the Title Ad Valorem Tax is repealed. This Agreement may also be terminated by mutual agreement of all parties. The parties agree to modify this Agreement in accordance with any changes which alter the distribution formula set forth in O.C.G.A. § 48-5C-1.

IN WITNESS WHEREOF, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

GWINNETT COUNTY TAX COMMISSIONER

BY: ___________________________________

Richard Steele

Gwinnett County Tax Commissioner

(SEAL)

ATTEST: ___________________________________

(CLERK)

GWINNETT COUNTY, GEORGIA

BY: _________________________________

Charlotte J. Nash

Chairman, Gwinnett County Board of Commissioners

(SEAL)

ATTEST: _________________________________

Clerk

Approved as to form:

____

Daniela A. Doran
Senior Assistant County Attorney

CITY OF AUBURN, GEORGIA

BY: ___________________________________
Linda Blechinger, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF BERKELEY LAKE, GEORGIA

BY: ___________________________________
Lois Salter, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF BRASELTON, , GEORGIA

BY: ___________________________________
Bill Orr, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF BUFORD, GEORGIA

BY: ___________________________________
Phillip Beard, Commission Chairman

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF DACULA, GEORGIA

BY: ___________________________________
Trey King, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF DULUTH, GEORGIA

BY: ___________________________________
Nancy Harris, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF GRAYSON, GEORGIA

BY: ___________________________________
Allison Wilkerson, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF LAWRENCEVILLE, GEORGIA

BY: ___________________________________
Judy Jordan Johnson, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF LILBURN, GEORGIA

BY: ___________________________________
Johnny Crist, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF LOGANVILLE, GEORGIA

BY: ___________________________________
Rey Martinez, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF NORCROSS, GEORGIA

BY: ___________________________________
Craig Newton, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF PEACHTREE CORNERS, GEORGIA

BY: ___________________________________
Mike Mason, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF REST HAVEN, GEORGIA

BY: ___________________________________
Kenneth Waycaster, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF SNELLVILLE, GEORGIA

BY: ___________________________________
Barbara Bender, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF SUGAR HILL, GEORGIA

BY: ___________________________________
Steve Edwards, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

CITY OF SUWANEE, GEORGIA

BY: ___________________________________
Jimmy Burnette, Mayor

(SEAL)

ATTEST: ___________________________________
Clerk

BUFORD CITY SCHOOL DISTRICT, BUFORD, GEORGIA

BY: ___________________________________
Joy Davis, Interim Superintendent

(SEAL)

ATTEST: ___________________________________
Clerk

GWINNETT COUNTY BOARD OF EDUCATION

BY: ___________________________________
J. Alvin Wilbanks, CEO/Superintendent

(SEAL)

ATTEST: ___________________________________
Clerk

User Name: Jack Wilson

Date and Time: Tuesday, April 23, 2019 4:11:00 PM EDT

Job Number: 87557635

Document (1)

1. *O.C.G.A. § 48-5C-1*

   Client/Matter: -None-

   Search Terms: 48-5C-1

   Search Type: Natural Language

   Narrowed by:

Content Type	**Narrowed by**
Statutes and Legislation	Content Type: Codes

O.C.G.A. § 48-5C-1

Current through the 2018 Extra Session of the General Assembly

GA - Official Code of Georgia Annotated > TITLE 48. REVENUE AND TAXATION > CHAPTER 5C. ALTERNATIVE AD VALOREM TAX ON MOTOR VEHICLES

Notice

This section has more than one version with varying effective dates. To view a complete list of the versions of this section see Table of Contents.

§ 48-5C-1. (For effective date, see note.) Definitions; exemption from taxation; allocation and disbursement of proceeds collected by tag agents; fair market value of vehicle appealable; report

(a) As used in this Code section, the term:

(1)"Fair market value of the motor vehicle" means:

(A) For a used motor vehicle, the average of the current fair market value and the current wholesale value of a motor vehicle for a vehicle listed in the current motor vehicle ad valorem assessment manual utilized by the state revenue commissioner and based upon a nationally recognized motor vehicle industry pricing guide for fair market and wholesale market values in determining the taxable value of a motor vehicle under *Code Section 48-5-442*, and, in the case of a used car dealer, less any reduction for the trade-in value of another motor vehicle;

(B) For a used motor vehicle which is not listed in such current motor vehicle ad valorem assessment manual, the value from the bill of sale or the value from a reputable used car market guide designated by the commissioner, whichever is greater, and, in the case of a used car dealer, less any reduction for the trade-in value of another motor vehicle;

(C) Upon written application and supporting documentation submitted by an applicant under this Code section, a county tag agent may deviate from the fair market value as defined in subparagraph (A), (B), or (D) of this paragraph based upon mileage and condition of the used vehicle. Supporting documentation may include, but not be limited to, bill of sale, odometer statement, and values from reputable pricing guides. The fair market value as determined by the county tag agent pursuant to this subparagraph shall be appealable as provided in subsection (e) of this Code section;

(D) For a new motor vehicle, the greater of the retail selling price or the average of the current fair market value and the current wholesale value of a motor vehicle for a vehicle listed in the current motor vehicle ad valorem assessment manual utilized by the state revenue commissioner in determining the taxable value of a motor vehicle under *Code Section 48-5-442*, less any reduction for the trade-in value of another motor vehicle and any rebate. The retail selling price shall include any charges for labor, freight, delivery, dealer fees and similar charges, tangible accessories, dealer add-ons, and mark-ups, but shall not include any federal retailers' excise tax or extended warranty, service contract, maintenance agreement, or similar products itemized on the dealer's invoice to the customer or any finance, insurance, and interest charges for deferred payments.

billed separately. No reduction for the trade-in value of another motor vehicle shall be taken unless the name of the owner and the vehicle identification number of such trade-in motor vehicle are shown on the bill of sale;

(E) For a motor vehicle that is leased:

(i) In the case of a motor vehicle that is leased to a lessee for use primarily in the lessee's trade or business and for which the lease agreement contains a provision for the adjustment of the rental price as described in *Code Section 40-3-60*, the agreed upon value of the motor vehicle less any reduction for the trade-in value of another motor vehicle and any rebate; or

(ii) In the case of a motor vehicle that is leased other than described in division (i) of this subparagraph, the total of the base payments pursuant to the lease agreement plus any down payments.

The term "any down payments" as used in this subparagraph shall mean cash collected from the lessee at the inception of the lease which shall include cash supplied as a capital cost reduction; shall not include rebates, noncash credits, or net trade allowances; and shall include any upfront payments collected from the lessee at the inception of the lease except for taxes or fees imposed by law and monthly lease payments made in advance; or

(F) For a kit car which is assembled by the purchaser from parts supplied by a manufacturer, the greater of the retail selling price of the kit or the average of the current fair market value and the current wholesale value of the motor vehicle if listed in the current motor vehicle ad valorem assessment manual utilized by the state revenue commissioner and based upon a nationally recognized motor vehicle industry pricing guide for fair market and wholesale market values in determining the taxable value of a motor vehicle under *Code Section 48-5-442*. A kit car shall not include a rebuilt or salvage vehicle.

(2)"Immediate family member" means spouse, parent, child, sibling, grandparent, or grandchild.

(3)"Loaner vehicle" means a motor vehicle owned by a dealer which is withdrawn temporarily from dealer inventory for exclusive use as a courtesy vehicle loaned at no charge for a period not to exceed 30 days within a 366 day period to any one customer whose motor vehicle is being serviced by such dealer.

(4)"Rental charge" means the total value received by a rental motor vehicle concern for the rental or lease for 31 or fewer consecutive days of a rental motor vehicle, including the total cash and nonmonetary consideration for the rental or lease, including, but not limited to, charges based on time or mileage and charges for insurance coverage or collision damage waiver but excluding all charges for motor fuel taxes or sales and use taxes.

(5)"Rental motor vehicle" means a motor vehicle designed to carry 15 or fewer passengers and used primarily for the transportation of persons that is rented or leased without a driver.

(6)"Rental motor vehicle concern" means a person or legal entity which owns or leases five or more rental motor vehicles and which regularly rents or leases such vehicles to the public for value.

(7)"Trade-in value" means the value of the motor vehicle as stated in the bill of sale for a vehicle which has been traded in to the dealer in a transaction involving the purchase of another vehicle from the dealer.

(b)(1) (A) Except as otherwise provided in this subsection, any motor vehicle for which a title is issued in this state on or after March 1, 2013, shall be exempt from sales and use taxes to the extent provided under paragraph (95) of *Code Section 48-8-3* and shall not be subject to the ad valorem tax as otherwise required under Chapter 5 of this title. Any such motor vehicle shall be titled as otherwise required under Title 40 but shall be subject to a state title fee and a local title fee which shall be alternative ad valorem taxes as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution. Motor vehicles registered under the

International Registration Plan shall not be subject to state and local title ad valorem tax fees but shall continue to be subject to apportioned ad valorem taxation under Article 10 of Chapter 5 of this title.

(i) Reserved.

(ii) The combined state and local title ad valorem tax shall be at a rate equal to 7 percent of the fair market value of the motor vehicle.

(iii) Beginning on July 1, 2019, the state and local title ad valorem tax proceeds each month shall be distributed by each county remitting 35 percent of the funds to the state revenue commissioner as provided in subparagraph (c)(2)(A) of this Code section and distributing 65 percent of the funds as provided in paragraph (3) of subsection (c) of this Code section.

(iv) The state revenue commissioner shall promulgate such rules and regulations as may be necessary and appropriate to implement and administer this Code section, including, but not limited to, rules and regulations regarding appropriate public notification of rate amounts and rules and regulations regarding appropriate enforcement and compliance procedures and methods for the implementation and operation of this Code section. The state revenue commissioner shall promulgate a standardized form to be used by all dealers of new and used vehicles in this state in order to ease the administration of this Code section. The state revenue commissioner may promulgate and implement rules and regulations as may be necessary to permit seller financed sales of used vehicles to be assessed 2.5 percentage points less than the rate specified in division (ii) of this subparagraph.

(C) The application for title and the state and local title ad valorem tax fees provided for in subparagraph (A) of this paragraph shall be paid to the tag agent in the county where the motor vehicle is to be registered and shall be paid at the time the application for a certificate of title is submitted or, in the case of an electronic title transaction, at the time when the electronic title transaction is finalized. In an electronic title transaction, the state and local title ad valorem tax fees shall be remitted electronically directly to the county tag agent. A dealer of new or used motor vehicles shall make such application for title and state and local title ad valorem tax fees on behalf of the purchaser of a new or used motor vehicle for the purpose of submitting or, in the case of an electronic title application, finalizing such title application and remitting state and local title ad valorem tax fees. The state and local title ad valorem tax fees provided for in this chapter shall be imposed on the purchaser, including a lessor, that acquires title to the motor vehicle; provided, however, that a lessor that pays such state and local title ad valorem tax fees may seek reimbursement for such state and local title ad valorem tax fees from the lessee.

(D) There shall be a penalty imposed on any person who, in the determination of the commissioner, falsifies any information in any bill of sale used for purposes of determining the fair market value of the motor vehicle. Such penalty shall not exceed $2,500.00 as a state penalty and shall not exceed $2,500.00 as a local penalty as determined by the commissioner. Such determination shall be made within 60 days of the commissioner receiving information of a possible violation of this paragraph.

(E) Except in the case in which an extension of the registration period has been granted by the county tag agent under *Code Section 40-2-20*, a dealer of new or used motor vehicles that makes an application for title and collects state and local title ad valorem tax fees from a purchaser of a new or used motor vehicle and does not submit or, in the case of an electronic title transaction, finalize such application for title and remit such state and local title ad valorem tax fees to the county tag agent within 30 days following the date of purchase shall be liable to the county tag agent for an amount equal to 5 percent of the amount of such state and local title ad valorem tax fees. An additional penalty equal to 10 percent of the amount of such state and local title ad valorem tax fees shall be imposed if such payment is not transmitted within 60 days following the date of purchase. An additional penalty equal to 15 percent of the amount of such state and local title ad valorem tax fees shall be imposed if such payment is not transmitted within 90 days following the date of purchase, and an additional penalty equal to 20 percent of the amount of such state and local title ad valorem tax fees shall be imposed if such payment is not transmitted

120 days following the date of purchase. An additional penalty equal to 25 percent of the amount of such state and local title ad valorem tax fees shall be imposed for each subsequent 30 day period in which the payment is not transmitted.

(F)A dealer of new or used motor vehicles that makes an application for title and collects state and local title ad valorem tax fees from a purchaser of a new or used motor vehicle and converts such fees to his or her own use shall be guilty of theft by conversion and, upon conviction, shall be punished as provided in *Code Section 16-8-12*.

(2)A person or entity acquiring a salvage title pursuant to subsection (b) of *Code Section 40-3-36* shall not be subject to the fee specified in paragraph (1) of this subsection but shall be subject to a state title ad valorem tax fee in an amount equal to 1 percent of the fair market value of the motor vehicle. Such state title ad valorem tax fee shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(c)

(1) The amount of proceeds collected by tag agents each month as state and local title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest pursuant to subsection (b) of this Code section shall be allocated and disbursed as provided in this subsection.

(2) For the 2013 tax year and in each subsequent tax year, the amount of such funds shall be disbursed within 20 days following the end of each calendar month as follows:

(A) State title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest shall be remitted to the state revenue commissioner who shall deposit such proceeds in the general fund of the state less an amount to be retained by the tag agent not to exceed 1 percent of the total amount otherwise required to be remitted under this subparagraph to defray the cost of administration. Such retained amount shall be remitted to the collecting county's general fund. Failure by the tag agent to disburse within such 20 day period shall result in a forfeiture of such administrative fee plus interest on such amount at the rate specified in *Code Section 48-2-40*; and

(B) Local title ad valorem tax fees, administrative fees, penalties, and interest shall be designated as local government ad valorem tax funds. The tag agent shall then distribute the proceeds as specified in paragraph (3) of this subsection, less an amount to be retained by the tag agent not to exceed 1 percent of the total amount otherwise required to be remitted under this subparagraph to defray the cost of administration. Such retained amount shall be remitted to the collecting county's general fund. Failure by the tag agent to disburse within such 20 day period shall result in a forfeiture of such administrative fee plus interest on such amount at the rate specified in *Code Section 48-2-40*.

(3) Beginning July 1, 2019, the portion of the title ad valorem tax fee proceeds to be retained by the county pursuant to division (b)(1)(B)(iii) of this Code section shall be distributed as follows:

(A) The tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute to the water and sewerage authority for which the county has levied an ad valorem tax in accordance with a local constitutional amendment, and in a county in which a sales and use tax is levied for purposes of a metropolitan area system of public transportation, as authorized by the amendment to the Constitution set out at Ga. L. 1964, p. 1008, the governing body of the transportation authority created by the Metropolitan Atlanta Rapid Transit Authority Act of 1965, Ga. L. 1965, p. 2243, as amended, and the amendment to the Constitution set out at Ga. L. 1964, p. 1008, an amount of those proceeds necessary to offset any reduction in:

(i) Ad valorem taxes on motor vehicles collected under Chapter 5 of this title on behalf of such water and sewerage authority during calendar year 2012; and

(ii) With respect to the transportation authority, the monthly average portion of the sales and use tax levied for purposes of a metropolitan area system of public transportation applicable to any motor vehicle titled in a county which levied such tax in 2012.

Such amount of tax under division (ii) of this subparagraph may be determined by the commissioner for counties which levied such tax in 2012, and in any counties which subsequently levy a tax pursuant to a metropolitan area system of public transportation, as authorized by the amendment to the Constitution set out at Ga. L. 1964, p. 1008, the governing body of the transportation authority created by the Metropolitan Atlanta Rapid Transit Authority Act of 1965, Ga. L. 1965, p. 2243, as amended, and the amendment to the Constitution set out at Ga. L. 1964, p. 1008, the commissioner may determine what amount of sales and use tax would have been collected in calendar year 2012, had such tax been levied. The amount of the reduction to be offset under this subparagraph with respect to division (i) of this subparagraph shall be calculated by the county governing authority by subtracting the amount of title ad valorem tax on motor vehicles collected under Chapter 5 of this title on behalf of such water and sewerage authority in the current calendar month from one-twelfth of the amount of such ad valorem tax on motor vehicles collected on behalf of such water and sewerage authority in calendar year 2012. The amount of the reduction to be offset under this subparagraph with respect to division (ii) of this subparagraph shall be calculated by the county governing authority by subtracting the amount of sales tax collected or determined to have been collected on such motor vehicles by the state revenue commissioner in the current calendar month in any such county from one-twelfth of the amount of sales and use tax collected, or determined to have been collected, on such motor vehicles, by the state revenue commissioner in calendar year 2012 in such county. In the event that the local title ad valorem tax proceeds are insufficient to offset fully such reduction in ad valorem taxes on motor vehicles or the portion of the sales and use tax described in division (ii) of this subparagraph, the tag agent shall allocate a proportionate amount of the proceeds to such water and sewerage authority and the transportation authority, as appropriate, and any remaining shortfall shall be paid from the following month's local title ad valorem tax fee proceeds. In the event that a shortfall remains, the tag agent shall continue to first allocate local title ad valorem tax fee proceeds to offset such shortfalls until the shortfall has been fully repaid;

(B) As to the proceeds remaining after the distribution provided for in subparagraph (A) of this paragraph, with regard to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the unincorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute 51 percent of such proceeds to the county governing authority and distribute 49 percent of such proceeds to the board of education of the county school district; and

(C) As to the proceeds remaining after the distribution provided for in subparagraph (A) of this paragraph, with regard to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the incorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate such proceeds by the municipality from which the proceeds were derived and then, for each such municipality, distribute 28 percent of such proceeds to the county governing authority and 23 percent of such proceeds to the governing authority of such municipality, and the remaining 49 percent of such proceeds shall be distributed to the board of education of the county school district; provided, however, that, if there is an independent school district in such municipality, then such remaining 49 percent of such proceeds shall be distributed to the board of education of the independent school district.

(d)(1) (A) Upon the death of an owner of a motor vehicle which has not become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member or immediate family members of such owner who receive such motor vehicle pursuant to a will or under the rules of inheritance shall, subsequent to the transfer of title of such motor vehicle, continue to be subject to ad valorem tax under Chapter 5 of this title and shall not be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subs

(b) of this Code section unless the immediate family member or immediate family members make an affirmative written election to become subject to paragraph (1) of subsection (b) of this Code section. In the event of such election, such transfer shall be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section.

(B) Upon the death of an owner of a motor vehicle which has become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member or immediate family members of such owner who receive such motor vehicle pursuant to a will or under the rules of inheritance shall be subject to a state title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle and a local title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle. Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(2)(A) Upon the transfer from an immediate family member of a motor vehicle which has not become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member or immediate family members who receive such motor vehicle shall, subsequent to the transfer of title of such motor vehicle, continue to be subject to ad valorem tax under Chapter 5 of this title and shall not be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section unless the immediate family member or immediate family members make an affirmative written election to become subject to paragraph (1) of subsection (b) of this Code section. In the event of such election, such transfer shall be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section.

(B) Upon the transfer from an immediate family member of a motor vehicle which has become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member who receives such motor vehicle shall transfer title of such motor vehicle to such recipient family member and shall be subject to a state title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle and a local title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle. Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(C) Any title transfer under this paragraph shall be accompanied by an affidavit of the transferor and transferee that such persons are immediate family members to one another. There shall be a penalty imposed on any person who, in the determination of the state revenue commissioner, falsifies any material information in such affidavit. Such penalty shall not exceed $2,500.00 as a state penalty and shall not exceed $2,500.00 as a local penalty as determined by the state revenue commissioner. Such determination shall be made within 60 days of the state revenue commissioner receiving information of a possible violation of this paragraph.

(3) Any individual who:

(A) Is required by law to register a motor vehicle or motor vehicles in this state which were registered in the state in which such person formerly resided; and

(B) Is required to file an application for a certificate of title under *Code Section 40-3-21* or 40-3-32

shall be required to pay state and local title ad valorem tax fees in an amount equal to 3 percent of the fair market value of the motor vehicle.

(4) The state and local title ad valorem tax fees provided for under this Code section shall not apply to corrected titles, replacement titles under *Code Section 40-3-31*, or titles reissued to the same owner pursuant to *Code Sections 40-3-50* through 40-3-56.

(5) Any motor vehicle subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section shall continue to be subject to the title, license plate, revalidation decal, and registration requirements and applicable fees as otherwise provided in Title 40 in the same manner as motor vehicles which are not subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section.

(6) Motor vehicles owned or leased by or to the state or any county, consolidated government, municipality, county or independent school district, or other government entity in this state shall not be subject to the state and local title ad valorem tax fees provided for under paragraph (1) of subsection (b) of this Code section; provided, however, that such other government entity shall not qualify for the exclusion under this paragraph unless it is exempt from ad valorem tax and sales and use tax pursuant to general law.

(7)(A) Any motor vehicle which is exempt from sales and use tax pursuant to paragraph (30) of *Code Section 48-8-3* shall be exempt from state and local title ad valorem tax fees under this subsection.

(B) Any motor vehicle which is exempt from ad valorem taxation pursuant to *Code Section 48-5-478*, 48-5-478.1, 48-5-478.2, or 48-5-478.3 shall be exempt from state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section.

(7.1)(A) As used in this paragraph, the term "for-hire charter bus or motor coach" means a motor vehicle designed for carrying more than 15 passengers and used for the transportation of persons for compensation.

(B) In the case of for-hire charter buses or motor coaches, the person applying for a certificate of title shall be required to pay title ad valorem tax fees in the amount of 50 percent of the amount which would otherwise be due and payable under this subsection at the time of filing the application for a certificate of title, and the remaining 50 percent shall be paid within 12 months following the filing of such application.

(8) There shall be a penalty imposed on the transfer of all or any part of the interest in a business entity that includes primarily as an asset of such business entity one or more motor vehicles, when, in the determination of the state revenue commissioner, such transfer is done to evade the payment of state and local title ad valorem tax fees under this subsection. Such penalty shall not exceed $2,500.00 as a state penalty per motor vehicle and shall not exceed $2,500.00 as a local penalty per motor vehicle, as determined by the state revenue commissioner, plus the amount of the state and local title ad valorem tax fees. Such determination shall be made within 60 days of the state revenue commissioner receiving information that a transfer may be in violation of this paragraph.

(9) Any owner of any motor vehicle who fails to submit within 30 days of the date such owner is required by law to register such vehicle in this state an application for a first certificate of title under *Code Section 40-3-21* or a certificate of title under *Code Section 40-3-32* shall be required to pay a penalty in the amount of 10 percent of the state title ad valorem tax fees and 10 percent of the local title ad valorem tax fees required under this Code section and, if such state and local title ad valorem tax fees and the penalty are not paid within 60 days following the date such owner is required by law to register such vehicle, interest at the rate of 1 percent per month shall be imposed on the state and local title ad valorem tax fees due under this Code section, unless a temporary permit has been issued by the tax commissioner. The tax commissioner shall grant a temporary permit in the event the failure to timely apply for a first certificate of title is due to the failure of a lienholder to comply with *Code Section 40-3-56*, regarding release of a security interest or lien, and no penalty or interest shall be assessed. Such penalty and interest shall be in addition to the penalty and fee required under *Code Section 40-3-21* or 40-3-32, as applicable.

(10) The owner of any motor vehicle for which a title was issued in this state on or after January 1, 2012, and prior to March 1, 2013, shall be authorized to opt in to the provisions of this subsection at any time prior to February 28, 2014, upon compliance with the following requirements:

(A)

(i) The total amount of Georgia state and local title ad valorem tax fees which would be due from March 1, 2013, to December 31, 2013, if such vehicle had been titled in 2013 shall be determined; and

(ii) The total amount of Georgia state and local sales and use tax and Georgia state and local ad valorem tax under Chapter 5 of this title which were due and paid in 2012 for that motor vehicle and, if applicable, the total amount of such taxes which were due and paid for that motor vehicle in 2013 and 2014 shall be determined; and

(B)

(i) If the amount derived under division (i) of subparagraph (A) of this paragraph is greater than the amount derived under division (ii) of subparagraph (A) of this paragraph, the owner shall remit the difference to the tag agent. Such remittance shall be deemed local title ad valorem tax fee proceeds; or

(ii) If the amount derived under division (i) of subparagraph (A) of this paragraph is less than the amount derived under division (ii) of subparagraph (A) of this paragraph, no additional amount shall be due and payable by the owner.

Upon certification by the tag agent of compliance with the requirements of this paragraph, such motor vehicle shall not be subject to ad valorem tax as otherwise required under Chapter 5 of this title in the same manner as otherwise provided in paragraph (1) of subsection (b) of this Code section.

(11)(A) In the case of rental motor vehicles owned by a rental motor vehicle concern, the state title ad valorem tax fee shall be in an amount equal to .625 percent of the fair market value of the motor vehicle, and the local title ad valorem tax fee shall be in an amount equal to .625 percent of the fair market value of the motor vehicle, but only if in the immediately prior calendar year the average amount of sales and use tax attributable to the rental charge of each such rental motor vehicle was at least $400.00 as certified by the state revenue commissioner. If, in the immediately prior calendar year, the average amount of sales and use tax attributable to the rental charge of each such rental motor vehicle was not at least $400.00, this paragraph shall not apply and such vehicles shall be subject to the state and local title ad valorem tax fees prescribed in division (b)(1)(B)(ii) of this Code section.

(B) Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(12)A loaner vehicle shall not be subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section for a period of time not to exceed 366 days commencing on the date such loaner vehicle is withdrawn temporarily from inventory. Immediately upon the expiration of such 366 day period, if the dealer does not return the loaner vehicle to inventory for resale, the dealer shall be responsible for remitting state and local title ad valorem tax fees in the same manner as otherwise required of an owner under paragraph (9) of this subsection and shall be subject to the same penalties and interest as an owner for noncompliance with the requirements of paragraph (9) of this subsection.

(13) Any motor vehicle which is donated to a nonprofit organization exempt from taxation under *Section 501(c)(3) of the Internal Revenue Code* shall, when titled in the name of such nonprofit organization, not be subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section but shall be subject to state and local title ad valorem tax fees in the amount of 1 percent of the fair market value of the motor vehicle. Such title ad valorem shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(14)(A) A lessor of motor vehicles that leases motor vehicles for more than 31 consecutive days to lessees residing in this state shall register with the department. The department shall collect an annual fee of $100.00 for such registrations. Failure of a lessor to register under this subparagraph shall subject such lessor to a civil penalty of $2,500.00.

(B)A lessee residing in this state who leases a motor vehicle under this paragraph shall register such motor vehicle with the tag agent in such lessee's county of residence within 30 days of the commencement of the lease of such motor vehicle or beginning residence in this state, whichever is later.

(C)A lessor that leases a motor vehicle under this paragraph to a lessee residing in this state shall apply for a certificate of title in this state within 30 days of the commencement of the lease of such motor vehicle.

(15) There shall be no liability for any state or local title ad valorem tax fees in any of the following title transactions:

(A) The addition or substitution of lienholders on a motor vehicle title so long as the owner of the motor vehicle remains the same;

(B) The acquisition of a bonded title by a person or entity pursuant to *Code Section 40-3-28* if the title is to be issued in the name of such person or entity;

(C) The acquisition of a title to a motor vehicle by a person or entity as a result of the foreclosure of a mechanic's lien pursuant to *Code Section 40-3-54* if such title is to be issued in the name of such lienholder;

(D) The acquisition of a title to an abandoned motor vehicle by a person or entity pursuant to Chapter 11 of Title 40 if such person or entity is a manufacturer or dealer of motor vehicles and the title is to be issued in the name of such person or entity;

(E) The obtaining of a title to a stolen motor vehicle by a person or entity pursuant to *Code Section 40-3-43*;

(F) The obtaining of a title by and in the name of a motor vehicle manufacturer, licensed distributor, licensed dealer, or licensed rebuilder for the purpose of sale or resale or to obtain a corrected title, provided that the manufacturer, distributor, dealer, or rebuilder shall submit an affidavit in a form promulgated by the commissioner attesting that the transfer of title is for the purpose of accomplishing a sale or resale or to correct a title only;

(G) The obtaining of a title by and in the name of the holder of a security interest when a motor vehicle has been repossessed after default in accordance with Part 6 of Article 9 of Title 11 if such title is to be issued in the name of such security interest holder;

(H) The obtaining of a title by a person or entity for purposes of correcting a title, changing an odometer reading, or removing an odometer discrepancy legend, provided that, subject to subparagraph (F) of this paragraph, title is not being transferred to another person or entity;

(I) The obtaining of a title by a person who pays state and local title ad valorem tax fees on a motor vehicle and subsequently moves out of this state but returns and applies to retitle such vehicle in this state; and

(J) The obtaining of a replacement title on a vehicle that is not less than 15 years old upon sufficient proof provided to the commissioner that such title no longer exists;

(K) The transfer of a title made as a result of a business reorganization when the owners, partners, members, or stockholders of the business being reorganized maintain the same proportionate interest or share in the newly formed business reorganization;

(L) The transfer of a title from a company to an owner of the company for the purpose of such individual obtaining a prestige or special license plate for the motor vehicle; and

(M) The transfer of a title from an owner of a company to the company.

(16) It shall be unlawful for a person to fail to obtain a title for and register a motor vehicle in accordance with the provisions of this chapter. Any person who knowingly and willfully fails to obtain a title for or register a motor vehicle in accordance with the provisions of this chapter shall be guilty of a misdemeanor.

(17)(A) Any person who purchases a 1963 through 1985 model year motor vehicle for which such person obtains a title shall be subject to this Code section, but the state title ad valorem tax fee shall be in an amount equal to 0.5 percent of the fair market value of such motor vehicle, and the local title ad valorem tax fee shall be in an amount equal to 0.5 percent of the fair market value of such motor vehicle.

(B) The owner of a 1962 or earlier model year motor vehicle who obtains a conditional title pursuant to *Code Section 40-3-21.1* for such motor vehicle shall be authorized to opt in to the provisions of this subsection upon the payment of a state title ad valorem tax fee in an amount equal to 0.5 percent of the fair market value of such motor vehicle and a local title ad valorem tax fee in an amount equal to 0.5 percent of the fair market value of such motor vehicle. Upon certification by the tag agent of compliance with the requirements of this subparagraph, such motor vehicle shall not be subject to ad valorem tax as otherwise required under Chapter 5 of this title in the same manner as otherwise provided in paragraph (1) of subsection (b) of this Code section.

(18)(A) Upon the transfer of title as the result of a divorce decree or court order of a motor vehicle which has not become subject to paragraph (1) of subsection (b) of this Code section, the person who receives such motor vehicle shall, subsequent to the transfer of title of such motor vehicle, continue to be subject to the ad valorem tax under Chapter 5 of this title and shall not be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section unless such person makes an affirmative written election to become subject to paragraph (1) of subsection (b) of this Code section. In the event of such election, such transfer shall be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section.

(B) Upon the transfer of title as the result of a divorce decree or court order of a motor vehicle which has become subject to paragraph (1) of subsection (b) of this Code section, the person who receives such motor vehicle shall, at the time of the transfer of title of such motor vehicle, be subject to a state title ad valorem tax fee in an amount equal to one-half of 1 percent of the fair market value of the motor vehicle and a local title ad valorem tax fee in an amount equal to one-half of 1 percent of the fair market value of the motor vehicle. Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(C) Any title transfer under this paragraph shall be accompanied by an affidavit of the transferee that such transfer is pursuant to a divorce decree or court order, and the transferee shall attach such decree or order to the affidavit. There shall be a penalty imposed on any person who, in the determination of the state revenue commissioner, falsifies any material information in such affidavit. Such penalty shall not exceed $2,500.00 as a state penalty and shall not exceed $2,500.00 as a local penalty as determined by the state revenue commissioner. Such determination shall be made within 60 days of the state revenue commissioner receiving information of a possible violation of this paragraph.

(e) The fair market value of any motor vehicle subject to this Code section shall be appealable in the same manner as otherwise authorized for a motor vehicle subject to ad valorem taxation under *Code Section 48-5-450*; provided, however, that the person appealing the fair market value shall first pay the full amount o state and local title ad valorem tax prior to filing any appeal. If the appeal is successful, the amount of the tax owed shall be recalculated and, if the amount paid by the person appealing the determination of fair market value is greater than the recalculated tax owed, the person shall be promptly given a refund of the difference.

(f) Beginning in 2014, on or before January 31 of each year, the department shall provide a report to the chairpersons of the House Committee on Ways and Means and the Senate Finance Committee showing the state and local title ad valorem tax fee revenues collected pursuant to this chapter and the motor vehicle ad valorem tax proceeds collected pursuant to Chapter 5 of this title during the preceding calendar year.

(g)A motor vehicle dealer shall be authorized to apply to the county tag agent of the county in which such motor vehicle is registered for a refund of state and local title ad valorem taxes on behalf of the person who purchased a motor vehicle from such dealer. Such dealer shall promptly pay to such purchaser any refund received by the dealer which is owed to the purchaser, and in any event, such payment shall be made no later than ten days following the receipt of such refund by the dealer. The county tag agent shall approve or deny the request for refund within 30 days after the filing of the application for refund. If the county tag agent denies the refund, the county tag agent shall specify the reasons for such denial. The motor vehicle dealer shall be authorized to appeal such denial to the commissioner within 30 days following such denial.

History

Code 1981, *§ 48-5C-1*, enacted by *Ga. L. 2012, p. 257, § 1-4/HB 386*; *Ga. L. 2013, p. 7, § 2/HB 266*; *Ga. L. 2013, p. 32, § 4/HB 463*; *Ga. L. 2013, p. 141, § 48/HB 79*; *Ga. L. 2015, p. 5, § 48/HB 90*; *Ga. L. 2015, p. 1219, § 23/HB 202*; *Ga. L. 2016, p. 758, § 3/SB 379*; *Ga. L. 2016, p. 864, § 48/HB 737*; *Ga. L. 2017, p. 499, § 1/HB 340*; *Ga. L. 2018, p. 8, § 2-1/HB 918*; *Ga. L. 2018, p. 287, § 1/HB 329*.

Annotations

Notes

DELAYED EFFECTIVE DATE. --

This Code section, as set out above, becomes effective July 1, 2019. For version of this Code section in effect until July 1, 2019, see the preceding version.

THE 2015 AMENDMENTS. --

The first 2015 amendment, effective March 13, 2015, part of an Act to revise, modernize, and correct the Code, substituted "Title 40" for "this title" in subparagraph (d)(15)(D). The second 2015 amendment, effective January 1, 2016, substituted the present provisions of subparagraph (c)(3)(A) for the former provisions, which read: "The tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute to the county governing authority and to municipal governing authorities, the board of education of the county school district, and the board of education of any independent school district located in such county an amount of those proceeds necessary to offset any reduction in ad valorem tax on motor vehicles collected under Chapter 5 of this title in the taxing jurisdiction of each governing authority and school district from the amount of ad valorem taxes on motor vehicles collected under Chapter 5 of this title in each such governing authority and school district during the same calendar month of 2012. This reduction shall be calculated by subtracting the amount of ad valorem tax on motor vehicles collected under Chapter 5 of this title in each such taxing jurisdiction from the amount of ad valorem tax on motor vehicles collected under Chapter 5 of this title in that taxing jurisdiction in the same calendar month of 2012. In the event that the local title ad valorem tax fee proceeds are insufficient to fully offset such reduction in ad valorem taxes on motor vehicles, the tag agent shall allocate a proportionate amount of the proceeds to each governing authority and to the board of education of each such school district, and any remaining shortfall shall be paid from the following month's local title ad valorem tax fee proceeds. In the event that a shortfall remains agent shall continue to first allocate local title ad valorem tax fee proceeds to offset such shortfalls until the shortfall has been fully repaid; and"; and, in subdivision (c)(3)(B)(iii)(III), substituted "distributed in such county, in the same manner as ad valorem tax on motor vehicles collected under Chapter 5 of this title in the taxing jurisdiction of each governing authority and school district from the amount of ad valorem taxes on motor vehicles collected under Chapter 5 of this title in each such governing authority and school district during the same calendar month of 2012" for "distributed to the governing body of the authority created by local Act to operate such metropolitan area system of public transportation" at the end.

THE 2016 AMENDMENTS. --

The first 2016 amendment, effective July 1, 2016, in subparagraph (c)(3)(A), in the first sentence, near the beginning deleted "and" preceding "the board", inserted ", the water and sewerage authority for which the county has levied an ad valorem tax in accordance with a local constitutional amendment,", near the middle twice substituted "governing authority, school district, and water and sewerage authority" for "governing authority and school district", and, in the fourth sentence, near the end substituted "authority, the board of education of each such school district, the water and sewerage authority," for "authority and to the board of education of each such school district". The second 2016 amendment, effective May 3, 2016, part of an Act to revise, modernize, and correct the Code, substituted "division (ii) of this subparagraph" for "division (b)(1)(B)(ii) of this Code section" at the end of division (b)(1)(B)(xv).

THE 2017 AMENDMENT, effective January 1, 2018, deleted "or" at the end of subparagraph (a)(1)(C), substituted "; or" for the period at the end of subparagraph (a)(1)(D), and added subparagraph (a)(1)(E). See Editor's notes for applicability.

THE 2018 AMENDMENTS. --

The first 2018 amendment, effective July 1, 2018, deleted "and" at the end of subparagraph (d)(15)(H); substituted "; and" for the period at the end of subparagraph (d)(15)(I); and added subparagraph (d)(15)(J). The second 2018 amendment, effective July 1, 2019, rewrote this Code section.

Commentary

CODE COMMISSION NOTES. --

Pursuant to Code Section 28-9-5, in 2012, the *first* occurrence of subdivision (b)(1)(B)(i)(II) was redesignated as subdivision (b)(1)(B)(i)(I).

Pursuant to Code Section 28-9-5, in 2015, "of" was inserted preceding "subparagraph (A)" in subdivision (d)(10)(B)(i).

Pursuant to Code Section 28-9-5, in 2018, subparagraphs (d)(15)(J) through (d)(15)(L), as added by Ga. L. 2018, p. 287, § 1/HB 329, were redesignated as subparagraphs (d)(15)(K) through (d)(15)(M) and related stylistic changes were made.

EDITOR'S NOTES. --

Ga. L. 2013, p. 32, § 5/HB 463, not codified by the General Assembly, provides, in part, that the amendment to this Code section shall be immediately applied to relevant fair market value determinations. The Governor approved this Act on April 10, 2013.

Ga. L. 2013, p. 141, § 54(f)/HB 79, not codified by the General Assembly, provides that: "In the event of a conflict between a provision in Sections 1 through 53 of this Act and a provision of another Act enacted at the 2013 regular session of the General Assembly, the provision of such other Act shall control over the conflicting provision in Sections 1 through 53 of this Act to the extent of the conflict."

Ga. L. 2017, p. 499, § 2/HB 340, not codified by the General Assembly, provides that this Act shall apply to all taxable years beginning on or after January 1, 2018.

The amendment by *Ga. L. 2018, p. 8, § 2-1/HB 918* inadvertently underscored the existing period at the end of subparagraph (d)(15)(J).

ADMINISTRATIVE RULES AND REGULATIONS. --

Certificate of title of a vehicle where the commissioner is not satisfied as to the ownership and bond, Official Compilation of the Rules and Regulations of the State of Georgia, Motor Vehicle Division, Scrapped vehicles under the Motor Vehicles Certificate of Title Act, § 560-10-13-.04.

State and local title ad valorem tax fee, Official Compilation of the Rules and Regulations of the State of Georgia, Department of Revenue, Local Government Services Division, Chapter 560-11-14.

Hierarchy Notes:

Title Note

Hierarchy Notes:

Chapter Note

End of Document

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Voting Delegates
Department:	Electric
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	Not Applicable
Presented By:	Karen Pierce
Action Requested:	Approve the Resolution appointing the Electric Cities of Georgia voting delegates

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Summary: The City updates the voting delegates each year.

Attachments/Exhibits:
Resolution

RESOLUTION ________________

RESOLUTION TO APPOINT VOTING DELEGATES
TO THE ELECTRIC CITIES OF GEORGIA, INC. ELECTION COMMITTEE

WHEREAS, the City of Lawrenceville wishes to appoint voting delegates to the Electric Cities of Georgia, Inc. Election Committee to represent the City; and

WHEREAS, the voting delegates are appointed with authority to cast all votes to which the City is entitled,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Rick Baldwin to serve as the voting delegate and Barry Mock to serve as the alternate voting delegate.

IT IS SO RESOLVED this ______ day of _________________ 2019.

____
Judy Jordan Johnson, Mayor

Attest:

____
Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Authorized Official
Department:	Electric
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	Not Applicable
Presented By:	Karen Pierce
Action Requested:	Approve the Resolution appointing the Electric Cities of Georgia authorized official

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Summary:

Attachments/Exhibits:
Resolution

RESOLUTION _______________

RESOLUTION TO APPROVE THE AUTHORIZED OFFICIALS
FOR THE CITY OF LAWRENCEVILLE TO ELECTRIC CITIES OF GEORGIA, INC.

WHEREAS, the City of Lawrenceville wishes to approve the authorized official to communicate the decisions of the city; and

WHEREAS, the authorized official is approved with authority to complete service confirmation forms, and enter into any contracts on behalf of the city;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Chuck Warbington to serve as the Authorized Official.

IT IS SO RESOLVED this ______ day of ________________ 2019.

____
Judy Jordan Johnson, Mayor

Attest:

____
Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Authorized Official
Department:	Electric
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	Not Applicable
Presented By:	Karen Pierce
Action Requested:	Approve the Resolution appointing the Municipal Electric Authority of Georgia authorized official

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Summary:

Attachments/Exhibits:
Resolution

RESOLUTION _______________

RESOLUTION TO APPROVE THE AUTHORIZED OFFICIALS
FOR THE CITY OF LAWRENCEVILLE TO MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

WHEREAS, the City of Lawrenceville wishes to approve the authorized official to communicate the decisions of the city; and

WHEREAS, the authorized official is approved with authority to effectively manage the short term annual City electric system regarding supply and sales of excess power, and to enter into any contracts on behalf of the city;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Chuck Warbington to serve as the Authorized Official.

IT IS SO RESOLVED this ______ day of ________________ 2019.

____
Judy Jordan Johnson, Mayor

Attest:

____
Karen Pierce, City Clerk

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Voting Delegates
Department:	Electric
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	Not Applicable
Presented By:	Karen Pierce
Action Requested:	Approve the Resolution appointing the Municipal Electric Authority of Georgia voting delegates.

Summary:

Attachments/Exhibits:
Resolution

RESOLUTION ______________

RESOLUTION TO APPOINT VOTING DELEGATES
TO THE MUICIPAL ELECTRIC AUTHORITY OF GEORGIA'S ELECTION COMMITTEE

WHEREAS, the City of Lawrenceville wishes to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee to represent the City; and

WHEREAS, the voting delegates are appointed with authority to cast all votes to which the City is entitled,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Rick Baldwin to serve as the voting delegate and Barry Mock to serve as the alternate voting delegate.

IT IS SO RESOLVED this ______ day of ________________ 2019.

____
Judy Jordan Johnson, Mayor

Attest:

____
Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Intergovernmental Agreement with the Downtown Development Authority for the Alford Property Along Atha Street
Department:	City Manager
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	
Presented By:	Chuck Warbington
Action Requested:	Approve the Intergovernmental Agreement with the Downtown Development Authority for the Alford Property Along Atha Street

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Summary:

Attachments/Exhibits:
IGA for Atha Street

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the ___day of __________, 2019, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the "City"), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the "DDA").

W I T N E S S E T H:

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq*., as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

WHEREAS, the City now desires to transfer certain funds to the DDA subject to certain terms and conditions, which funds will be used by the DDA for the purchase of property for the expansion of a public park, parking facilities for the public park and the surrounding downtown area, and possible redevelopment purposes; and

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept the funds from the City subject to the terms and conditions of this Agreement.

NOW, **THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The City shall transfer to the DDA the amount of One Hundred Seventy-Five Thousand Dollars ($175,000.00). The amount shall be transferred to the DDA upon the approval of this IGA by the City and the DDA, and said funds shall be used and repaid in accordance with the terms of this IGA.

2. The funds transferred in accordance with paragraph 1 of this IGA shall be used for the purchase of property located at 37 Atha Street to be marketed by the DDA for

redevelopment purposes in accordance with redevelopment plans approved by the City and the DDA.

3. Should the DDA use any of the property acquired with the funds provided under this IGA for redevelopment purposes, the DDA shall pay to the City any amounts obtained by the DDA from the sale of any portion of the property for redevelopment purposes. It is understood and agreed that in the performance of the obligations of the DDA herein contained, any obligation for the payment of money to the City shall not constitute a general obligation of the DDA but shall be a limited obligation of the DDA, payable solely out of payments received by the DDA for the sale of any portion of the property acquired with the funds provided by the City. The DDA shall be entitled to reimburse itself for any attorney's fees or closing costs associated with the sale of the property.

4. Should the property to be acquired by the DDA with the funds provided under this IGA contain structures, the City shall have the right pursuant to the terms of this IGA to provide for the demolition of all such structures, and the City shall be responsible for the cost associated with the demolition of the structures, and with any environmental testing or remediation associated with the demolition of such structures.

5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

6. This IGA expresses the entire understanding and agreement between the parties hereto.

7. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

8. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: ____________________ By: ___________________________________
Judy Jordan Johnson, Mayor

Attest_________________________________
Karen Pierce, City Clerk

(City Seal)

CITY OF LAWRENCEVILLE DOWNTOWN DEVLEOPMENT AUTHORITY

Date Signed:____________________ By______________________________________
Chairman

Attest___________________________________
Secretary

(Authority Seal)

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Intergovernmental Agreement with Aurora Theatre for Lawrenceville Performing Arts Complex (LPAC)
Department:	City Manager
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	
Presented By:	Chuck Warbington
Action Requested:	Intergovernmental Agreement with Aurora Theatre for Lawrenceville Performing Arts Complex (LPAC)

Summary:

Attachments/Exhibits:
IGA for LPAC

STATE OF GEORGIA
COUNTY OF GWINNETT

LEASE AGREEMENT WITH AURORA THEATRE

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective this ___ day of _________, 2019, by and between the **CITY OF LAWRENCEVILLE, GEORGIA** (the "City"), and the **AURORA THEATRE, INC.** (the "Aurora Theatre").

WHEREAS, the City owns the property known as the Lawrenceville Performing Arts Complex consisting of the Bobby Sikes Building, an expanded Performing Arts Facility and associated outdoor spaces such as the Courtyard Areas to be constructed beginning in 2019, (the "Complex"), which is shown on the plat attached hereto to "Exhibit A" as incorporated herein by reference; and

WHEREAS, the City and the Downtown Development Authority (DDA) entered into a Lease Agreement, effective May 1, 2007, pertaining to the original part of the Complex currently known as the Bobby Sikes Building which is incorporated herein by reference; and

WHEREAS, the DDA and the Aurora Theatre entered into Sub-Lease Agreement, effective as of May 1, 2007 pertaining to the Bobby Sikes Building ; and

WHEREAS, the City desires that the expanded Complex continue to serve as an anchor attraction for the downtown area of the City, act as a development stimulus for the City, provide enjoyment for the benefit of the City's citizens, and promote the City's business community and its surrounding areas; and

WHEREAS, the Aurora Theatre desires to produce theatrical and performing arts entertainment and education for the benefit of the community and the citizens of the City; and

WHEREAS, the Aurora Theatre desires to use its production of theatrical and performing arts entertainment for education for K-12 and Higher education purposes; and

WHEREAS, the City desires for the Aurora Theatre to provide expanded entertainment and education for the citizens of the City of Lawrenceville and to maintain and manage the Complex in consideration for managing and occupying the premises thereof; and

WHEREAS, the City and the Aurora Theatre (hereinafter collectively referred to as the "Parties") seek to delete in its entirety the terms and conditions of the 2007 Sub-Lease Agreement and the Sub-Lease Modification Agreement approved June 4, 2014 and replace with this agreement.

NOW THEREFORE, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The 2007 Sub-Lease Agreement and the Sub-Lease Modification Agreement approved June 4, 2014 is hereby deleted in its entirety and replaced with the following:

1. **USE OF PREMISES AND RENTAL**. During the term of this Agreement, the Aurora Theatre shall lease the Complex for performances and programs produced by the Aurora Theatre and other persons, companies or entities which have contracted with the Aurora Theatre. No other person, company or entity other than the City shall have the right or ability to use the Complex without contracting with the Aurora Theatre. The Aurora Theatre shall cooperate with the City in the scheduling of any City events, at no cost to the City, at the Complex that do not conflict with a previously scheduled use. .

   As consideration for the lease of the Complex, the Aurora Theatre covenants and agrees that the premises shall be primarily used by the Aurora Theatre for the production and public display of the theatre and visual arts. To this end, the Aurora Theatre shall, at a minimum, produce forty (40) weeks of professional quality theatre shows each year, taking place Tuesday through Sunday of each such forty (40) weeks, with at least six (6) required performances taking place from Tuesday through Sunday for each of these forty (40) weeks. Additionally, the Aurora Theatre shall use the Complex and assist the City in developing programs to support classrooms, offices and joint spaces for fine arts programing for K-12 and Higher Education programs for the community. The shows as required by this part shall use all facilities such that no more than 30 consecutive days shall pass without there being at least one public performance in each building of the Complex.

   Consistent with the commitment of the Aurora Theatre to assist the City in developing the above programs, the Aurora Theatre in its sole but reasonable discretion (which shall include but not be limited to artistic and financial concerns) shall have the right to add and delete programs to support the fine arts for K-12 and Higher Education so long as in the reasonable judgment of the Aurora Theatre, any modifications, additions or deletions to the programs shall serve the above standard in providing assistance to the City.

   The consideration stated in Section 1 and 2 of this agreement is the sole consideration to be paid by the Aurora Theatre as monetary rent to the City. The only other monetary obligations of the Aurora Theatre to the City are as expressly provided in this Agreement, including (i) the utility bills as provided in Paragraph 6, below, (ii) the responsibility of the Aurora Theatre as to repair and maintenance of the premises as provided in Paragraph 13(b), below, (iii) the obligation of the Aurora Theatre to pay taxes pursuant to Paragraph 14, below, (iv) the indemnity contained in Paragraph 15, below, (v) insurance as provided in Paragraph 16, below, (vi) and any costs to comply with applicable laws imposed upon the Aurora Theatre as provided in Paragraph 18, below. Any other monetary obligations or liabilities of the Aurora Theatre arising pursuant to the original Sub-Lease Agreement are hereby terminated, cancelled and of no further force and effect. Further, unless outlined in Paragraph 2 below, all revenues received by the Aurora

Theatre for its productions and for any rental, usage fees or any other revenues generated for the education and community engagement programs or in the operation of the Complex shall be the sole property of the Aurora Theatre during the term of this Agreement.

2. **FUNDING.** As additional consideration, the Aurora Theatre shall provide the City funding in return for the construction of the expanded Performing Arts Complex and associated outdoor spaces in a total amount of $7,500,000. The total payment shall be paid based on the following minimum parameters:

A. Aurora Theatre shall charge and collect a Building Fund Surcharge on tickets totaling $2,500,000 beginning July 1, 2019 and terminating June 30, 2029. Annually, the surcharge shall generate a minimum of $250,000 per year. These funds shall be maintained by the Aurora Theatre in a separate account. The $250,000 amount shall be remitted to the City on June 30 of the year, beginning in 2020 and ending in 2029.

B. The Aurora Theatre shall also secure, collect and maintain in separate account a total of $5,000,000 from a capital campaign. Payments shall be remitted to the City based on the following payment schedule.

A. $1,000,000 – December 31, 2019
B. $1,000,000 – December 31, 2020
C. $1,000,000 – December 31, 2021
D. $1,000,000 – December 31, 2022
E. $1,000,000 – December 31, 2023

C. In addition to these payments, the Aurora Theatre further agrees to set aside and maintain a total of $50,000 per year beginning July 1, 2020 through December 2023 and then $100,000 per year every year after December 2023 in a maintenance sinking fund to be kept and maintained separately from other funds of the Aurora Theatre for the sole purpose of maintenance of the Complex for the duration of this lease. Such sinking fund shall be reported as a separate fund of the Aurora Theatre annual audit. Use of the sinking fund shall be for maintenance items that are the responsibility of the Aurora Theatre as determined by Paragraph 13(b) and shall be approved jointly by the Aurora Theatre and the City. Any funds remaining in the sinking fund at the termination of the lease shall belong to the Aurora Theatre provided all maintenance of the Complex is current and there are no known issues that have not been repaired as per the terms of this agreement.

D. Fund remitted to the City in advance of the above schedule shall reduce future remittances to the City using a discount rate equal to the "all-in" interest rate of the bonds used to finance the expansion of the Performing Arts Complex. The City Finance Director shall calculate the change in future value and provide an updated schedule of remittances to the City Council and Aurora Theatre.

3. **<u>TERM</u>**. The term of this Agreement shall begin upon the effective date as provided above and continue until midnight on the 30th day of June,2029, unless sooner terminated as hereinafter provided. The term of this Agreement is subject to the contract limitations of the entities involved and subject to the right of the City to terminate the Agreement if the standards and terms of this Agreement are not met by the Aurora Theatre. No default as to any provision of this Agreement on the part of the Aurora Theatre shall be claimed or charged by the City until notice thereof has been given to the Aurora Theatre in writing, and such default remains uncured for a period of sixty (60) days after the receipt of such notice by the Aurora Theatre; provided however, that if such default cannot by its nature be fully cured within said sixty (60) day period, the Aurora Theatre shall have a reasonable additional period to cure same provided that it continuously prosecutes the curing action with diligence, and further provided that such additional period to cure shall not exceed an additional sixty (60) days in the aggregate.

4. **<u>FIXTURES AND EQUIPMENT</u>**. The Aurora Theatre shall be solely responsible for the acquisition and installation of fixtures, specialized electrical equipment, sound equipment and other fixtures and equipment related to the operation of the Complex. Once installed (with the term "installed" meaning attached or affixed to the premises in a permanent manner but such term shall not include any property or equipment which can be removed by being unplugged or by some other manner not involving damage to the premises), this property shall become the property of the City. Refer to Section 19 (c) for removal of fixtures.

5. **<u>RIGHT OF AURORA THEATRE TO NAME</u>**. During the term of this Agreement and as long as the Aurora Theatre is not in default, the Aurora Theatre shall be allowed to name interior and exterior spaces of the Complex in honor and in memory of those making capital contributions for the benefit of the Aurora Theatre; provided that the naming of the spaces shall be approved by the City. This right and the naming shall expire upon termination of this Agreement. The Bobby Sikes Building shall retain its name, and only the City shall have the right to name the entire Complex.

6. **<u>UTILITY BILLS</u>**. The Aurora Theatre shall pay all utility bills in a timely manner in compliance with City policies for the Complex, including but not limited to stormwater, water, gas, sanitation, sewer, and electricity~~.~~

7. **<u>MANAGEMENT DUTIES</u>**. In consideration for its use of the premises, the Aurora Theatre shall manage, provide security as necessary, maintain and operate the Complex for the City, including rendering all services necessary to maintain the interior of the building from a non-structural standpoint and hiring all necessary staff at the sole expense of the Aurora Theatre. The City shall be responsible for all

structural interior maintenance as provided herein. The City reserves the right to perform an annual facilities conditions assessment at any time during the term of this agreement. Security of the Complex shall be the responsibility of the Aurora Theatre as they deem necessary. . Although not required, use of off duty Lawrenceville Police Officers are encouraged. The costs of security may be managed through any rental or use of the Complex as established in agreements the Aurora Theatre may execute for rental or use of the Complex as authorized herein. The City shall be responsible for security for any use of the Complex by the City.

The Aurora Theatre shall be responsible for marketing and advertising the Complex and its productions and shall be solely responsible for entering into contracts with third parties for use of the Complex during the term of this Agreement. City scheduled events shall take priority over any third party bookings. The Aurora Theatre shall make available to third parties any calendar of bookings maintained by the Aurora Theatre indicating any vacancies in the availability of the Complex and, if no calendar of bookings is then maintained by the Aurora Theatre, that space shall be responsible to any third party requests concerning the availability of the Complex.

The Aurora Theatre shall at all times during the term of this Agreement operate as a non-profit entity. The Aurora Theatre shall be responsible for all financial accounting at the Complex and shall provide to the City, within 30 days of completion, an operating budget on an annual basis and shall provide copies of any strategic plan from time to time (or as requested by the City) commissioned by the Aurora Theatre to the City. The City shall also have the right to inspect and audit the financial records of the Aurora Theatre at any time in order to ensure compliance with the provisions of this Agreement, and to satisfy any auditing or reporting requirements of the City. The Aurora Theatre agrees to cooperate as necessary in whatever capacity to provide information and access to the City as they may require for any official business purpose.

The Aurora Theatre acknowledges that the content of productions taking place in the Complex may adversely affect the reputation of the City. The Aurora agrees that no content of any production will be obscene, and the Aurora Theatre further agrees that it will not allow productions of shows that would have a rating of R or worse by Musical Theatre International or a similar organization without written notice to the City and appropriate warnings in any public advertisement of the productions.

8. **SIGNS**. The City reserves the right to control at its sole discretion all exterior signage. .

9. **OUTSIDE STORAGE**. The Aurora Theatre agrees that there is to be no outside storage of supplies, debris or materials and any materials or breakdown of major sets or debris that are not capable of being dispensed as daily-waste shall be the

responsibility of the Aurora Theatre to dispose of in an appropriate and timely efficient manner.

10. **BOARD OF DIRECTORS**. During the duration of this Agreement and any renewal thereto, two official representatives as chosen by the Council shall be a voting member of the Board of Directors of the Aurora Theatre, one from staff and one from the elected body. In addition, during the same term, the Council of the City shall have the authority and obligation to designate two (2) additional voting members of the Board of Directors of the Aurora Theatre for the purpose of representing the interests of the citizens in the operations of the Complex. As a prerequisite to becoming a member of the Board of Directors, the two appointed members shall pay or contribute an amount of money established by the Board of Directors that is equal to any amount paid as a requirement for membership of all other members of the Board. The City agrees that the two (2) members appointed shall not be elected officials or employees of the City.

11. **ABANDONMENT OF THE PREMISES**. The Aurora Theatre agrees not to abandon or vacate the premises during the term of this Agreement, and agrees to use said premises for the purposes described herein until the expiration hereof. Abandonment shall be grounds for immediate termination of this Agreement and shall supercede Paragraphs 3 and 19 herein. Non-use of the premises in violation of the provisions of Section 2 without approval of the City shall constitute abandonment, excepting any events of casualty, force majeure, or the time reasonably necessary to make any alterations to the premises approved by the City. Abandonment of the premises shall be in compliance with paragraph 19 (b) herein.

12. **EXPANSION PROJECT.** The Aurora Theatre acknowledges that the City intends to pursue the acquisition, construction, and installation of an expansion and other improvements to the Complex (the “Expansion Project”) and to finance the Expansion Project, in whole or in part, through the issuance of bonds or other obligations by the City or another governmental entity on behalf of or for the benefit of the City. The Aurora Theatre further acknowledges that it will benefit from the Expansion Project in that the Expansion Project will provide the Aurora Theatre with enhanced facilities for its performances and operations. Accordingly, in the event that that the City pursues the Expansion Project, and any financing therefor, the Aurora Theatre agrees to reasonably cooperate with the City and with any other governmental entity involved with the City’s pursuit of the Expansion Project and any such financing; provided, however, the Aurora Theatre shall not be obligated to incur any debt or other obligation to any third party or to the City in connection therewith other than as set forth in this Agreement.

    To the extent that the financing of the Expansion Project involves the issuance of bonds or other obligations the interest on which is exempt from federal income tax

(“Tax-Exempt Bonds”), the Aurora Theatre acknowledges that certain mandatory tax restrictions will be imposed upon the issuer of Tax-Exempt Bonds, the City, and any other users of the Complex, including the Aurora Theatre, to ensure that the interest on such Tax-Exempt Bonds remains exempt from federal income tax. In particular, the Aurora Theatre will be required, among other things, to maintain its tax-exempt status as a 501(c)(3) organization pursuant to Section 501 of the Internal Revenue Code (the “Code”) and to only use the Complex in furtherance of its exempt purpose. Further, the Aurora Theatre will not be permitted to sublease any portion of the Complex to a third party or enter into any type of contractual arrangement with a third-party vendor, manager, or other similar type of service provider without approval by the City and its bond counsel.

Should the City proceed with the Expansion Project and the financing thereof through the issuance of Tax-Exempt Bonds as described herein, the Aurora Theatre agrees that is shall comply with all applicable requirements and restrictions imposed by the Code and the treasury regulations promulgated thereunder. In addition, the Aurora Theater agrees to execute such compliance documentation as required by the City’s bond counsel as a prerequisite to the City’s bond counsel opining that interest on such Tax-Exempt Bonds is exempt from federal income tax. To the extent that any provision of such compliance documentation conflicts in any way with any rights granted to the Aurora Theatre under this Agreement, such provision of the compliance documentation shall control. The Aurora Theater acknowledges that failure to comply therewith shall be deemed a breach or default in the performance of this Agreement.

13. **REPAIR AND MAINTENANCE OF THE PREMISES**.

(a) Responsibility of the City: The City shall be responsible only for major structural repairs such as roof repair, major system replacements and major plumbing repairs to the Complex, provided that such repair is not brought about by any act or negligence of the Aurora Theatre, its agents, employees, customers, licensees or invitees. The City shall also be responsible for maintenance of the exterior of the building, courtyard, and the parking deck adjacent to the Complex. In the event that any major structural repairs such as roof, foundation, exterior walls, interior structural load bearing walls and columns, all structural components, and all building systems, such as mechanical, electrical, HVAC and plumbing, which are the responsibility of the City as defined herein are necessary, the Aurora Theatre shall promptly notify the City in writing. The failure to report such defect shall make the Aurora Theatre liable to the City for any expense or damage to the City resulting from the delay in reporting such defect but shall not result in the waiver of the City’s responsibility to repair such defect. In addition, the City shall be responsible for general landscaping and maintenance of the grounds to include keeping the exterior areas free from trash and debris at all times except as set forth in 13(b) below.

(b) Responsibility of the Aurora Theatre: Except for the repairs and maintenance listed in Paragraph 13(a) above, the Aurora Theatre shall keep and maintain the premises in good order, repair and condition, at the expense and cost of the Aurora Theatre. The Aurora Theatre's obligations shall include, but not be limited to, all repairs and maintenance (but not replacement) for the operation and maintenance of any heating, ventilation and air conditioning systems; security services; plumbing situations such as clogged toilets or leaking pipes; and routine maintenance such as minor repairs and painting. In addition, the Aurora Theatre shall obtain service agreements, at no cost to the City, on all mechanical, fire, life safety, electrical, elevators, generators and provide a copy of the service reports on an annual basis when the financial audit is submitted to the City. In addition, the Aurora Theatre shall be responsible for maintenance of the grounds to include keeping the exterior areas free from trash and debris during any special use or events of the outside area as approved or held by the Aurora. The Aurora Theatre understands and agrees that any and all repairs, maintenance, alterations, improvements, or modifications made within the Complex shall become permanent improvements and shall not be removable by the Aurora Theatre on the normal termination or prior termination of this Agreement as provided for herein; subject to the right of the Aurora Theatre to remove equipment and other personal property as provided in Paragraph 4, above.

(c) Alterations and Additions: The Aurora Theatre shall not make any structural alterations, improvements, modifications, or additions within, on, or about the Complex without the prior written consent of the City. To the extent that City may consent or agree in writing to any structural or non-structural alterations, improvements, modifications, or additions within, on or about the Complex, the Aurora Theatre acknowledges that any such alterations, modifications, or additions shall be at the sole expense of the Aurora Theatre, and the Aurora Theatre shall ensure that such alterations, improvements, modifications, or additions are made in accordance with all applicable laws, rules, codes, ordinances and regulations. The Aurora Theatre shall pay all bills for labor and material incurred in connection with any permitted alterations, improvements, modifications, or additions, and the Aurora Theatre shall permit no materialmen's or supplier's lien to be levied, claimed, or filed against the premises, the real property upon which such premises in situate or any part or portion thereof. In the event of the filing of any such lien, the Aurora Theatre shall take such action as may be required to cause said lien to be removed, cancelled, or satisfied. Failure to cure any such lien shall cause the Aurora Theatre to be in default subject to paragraph 19(a) herein. The Aurora Theatre understands and agrees that any and all structural alterations, improvements, modifications, or additions made within, on or about the Complex shall become permanent fixtures and shall not be removable by the Aurora Theatre on the normal termination or prior termination of this Agreement as provided for herein; subject to the right of the Aurora Theatre to remove equipment and other personal property as provided in Paragraph 4, above.

(d) City Access: The City shall have the right to enter the Complex at all reasonable times to make repairs or to perform any necessary maintenance or for any reason.

14. **TAXES**. The Aurora Theatre agrees to pay, when due, all ad valorem taxes assessed against equipment, inventory, materials and supplies, furniture and fixtures as and when the same are due and payable, and the Aurora Theatre shall not permit any lien for such unpaid taxes to become a lien or encumbrance upon the premises or any portion thereof. As owner of the building, the City will remain responsible for payment of any property taxes that may be assessed on the Complex.

15. **INDEMNITY**. The Aurora Theatre shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees actually incurred and not the statutory attorneys' fees specified in O.C.G.A. §13-1-11), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by:

(a) The Aurora Theatre, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages except for the gross negligence or willful misconduct of the City, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees; and

(b) All other persons, including the City's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect in or about the Complex by the Aurora Theatre, its partners, agents, employees, customers, invitees, contractors, and subcontractors, their partners, agents, and employees, or which arise from or in any manner grow out of any defect in any undertaking hereunder by the Aurora Theatre, or any failure of the Aurora Theatre to comply with the provisions of this agreement except for the gross negligence or willful misconduct of the City its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees.

(c) In the event that any action or proceeding is brought against the City by reason of any such claim, then the Aurora Theatre, upon notice from the City, shall defend such action or proceeding at the cost of the Aurora Theatre, and the Aurora Theatre shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against the City. The obligations imposed on the Aurora Theatre by this Paragraph shall survive such the termination of this Agreement for any event occurring during the term of this Agreement except for the gross negligence or willful misconduct of the City, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees.

16. **INSURANCE**. The City shall maintain, at all times during the term of this Agreement, fire and extended insurance coverage on the premises. The Aurora Theatre shall be responsible for all insurance coverage on the contents of the premises, including a general liability insurance policy with a minimum policy limit of $3,000,000.00 per occurrence for bodily injury and $5,000,000.00 per occurrence for death as well as workers' compensation for its employees. The Aurora Theatre's liability policy shall specifically include coverage for alcohol sales and related coverages. All policies shall name the City as additional insured and shall insure the City and the Aurora Theatre as their respective interests shall appear and shall contain a replacement cost endorsement. The Aurora Theatre shall keep policies in force during the term of this Agreement and for at least one year thereafter, and submit to the City evidence of renewal prior to the expiration of each term of insurance.

17. **ASSIGNMENT**. During the term of this Agreement, the Aurora Theatre shall not transfer or assign this Agreement without the express prior written consent of the City; provided, however, that the Aurora Theatre shall have the right to rent the facilities to third parties for performances and other uses as set forth herein.

18. **COMPLIANCE WITH APPLICABLE LAWS**. The Aurora Theatre shall comply at its expense with all applicable laws, orders and regulations of Federal, State and Municipal authorities and with any lawful direction of any public officer which shall impose any duty upon the Aurora Theatre with respect to the premises and which are made necessary by the Aurora Theatre's specific operation of the premises. The City shall be responsible for insuring that the Complex as constructed by the City complies with the Americans with Disabilities Act ("ADA").

19. **CANCELLATION OF LEASE**.

(a) Termination: It is mutually agreed that in the event the Aurora Theatre shall breach or default in the performance of this Agreement, and fail to cure said default within sixty (60) days of written notice of the default (provided however, that if such default cannot by its nature be fully cured within said sixty (60) day period, the Aurora Theatre shall have a reasonable additional period to cure same provided that it continuously prosecutes the curing action with diligence, and further provided that such additional period to cure shall not exceed sixty (60) days in the aggregate); then, in that event, the City, at its option, may terminate this lease by written notice to the Aurora Theatre;

whereupon this Agreement shall end. Upon termination by the City, the Aurora Theatre will at once surrender possession of the premises to the City including all systems, equipment and fixtures with the property; and the City may forthwith reenter the premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

(b) Effect of Termination: No termination of this Agreement prior to the normal ending thereof, by lapse of time or otherwise, shall affect the City's right to enforce the provisions of this Agreement for obligations that arose prior to termination.

(c) Removal of Fixtures and Condition of Premises Upon Termination: The Aurora Theatre may (if not in default hereunder) prior to the expiration of this Agreement, or any extension or renewal hereof, remove all personal property that is not the property of the City in the premises as provided in Paragraph 4, above, provided the Aurora Theatre repairs all damage to the premises caused by such removal. Not later than the last day of the term hereof, or any renewal or extension of the term hereof, the Aurora Theatre shall, at the Aurora Theatre's expense, remove all of the Aurora Theatre's personal property which has not become the property of the City, and surrender the Complex to the City in substantially the same condition as the Complex was in when received by the Aurora Theatre, except for (i) reasonable wear and tear, (ii) damage by the elements of fire or other casualty unless Aurora Theatre will be required to make or pay for repairs or replacements under the other provisions of this Agreement; (iii) condemnation; (iv) damage arising from any cause not required to be repaired, replaced or paid for by the Aurora Theatre, and (v) alterations as permitted by this Agreement unless consent was conditioned on their removal at the time the City gave its consent.

All property of the Aurora Theatre remaining on or in the Complex upon the termination of this Agreement shall be conclusively deemed "Abandoned" and may be removed by the City and the Aurora Theatre shall reimburse the City for the cost of such removal. The City may have any such property stored at the Aurora Theatre's risk and expense or the City may dispose of such property in any manner the City deems desirable without any liability whatsoever to the Aurora Theatre. The obligations imposed upon the Aurora Theatre by this paragraph shall survive the termination of this Agreement.

20. **NO ESTATE IN LAND**. This Agreement shall create the relationship of landlord and tenant between the City and the Aurora Theatre. No estate shall pass out of the City; the Aurora Theatre has only a usufruct, not subject to levy and sale, and not assignable by the Aurora Theatre except by the consent of the City.

21. **<u>HOLDING OVER</u>**. If the Aurora Theatre remains in possession of the premises after expiration of the term hereof, including any renewal or extension thereof, with the City's acquiescence and without any express agreement of parties, the Aurora Theatre shall be a tenant at sufferance and there shall be no renewal of this Agreement by operation of law.

22. **<u>RIGHTS CUMULATIVE</u>**. All rights, power, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.

23. **<u>WAIVER OF RIGHTS</u>**. No failure of the City to exercise any power given to the City hereunder, or to insist upon strict compliance by the Aurora Theatre with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the rights of the City to demand exact compliance with the terms hereof.

24. **<u>TIME IS OF THE ESSENCE</u>**. Time is of the essence of this Agreement.

25. **<u>NOTICES</u>**. All notices and communications provided for hereunder shall be in writing, sent by registered mail, postage prepaid, and addressed as follows:

(1) <u>TO THE CITY</u>:

To the City:

City Manager	P.O.Box 2200 Lawrenceville, Georgia 30046

With copies to:

V. Lee Thompson, Jr. City Attorney	Thompson, Sweeny, Kinsinger & Pereira, P.C. P.O. Drawer 1250 Lawrenceville, Georgia 30046

(2) <u>TO THE AURORA THEATRE</u>:

To the Aurora Theatre, Inc.:	Anthony P. Rodriguez Producing Artistic Director Aurora Theatre, Inc. P.O. Box 2014 Lawrenceville, Georgia 30046

With copies to:

Thomas J. Andersen Attorney	Andersen, Tate & Carr, P.C. 1960 Satellite Boulevard, Suite 4000 Duluth, Georgia 30097

26. **MODIFICATION**. No modification, amendment or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by the parties hereto.

27. **FURTHER ASSURANCES**. Upon the request of the City, the Aurora Theatre shall duly sign and deliver, at the cost and expense of the Aurora Theatre, such further instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this Agreement.

28. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

29. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral with respect hereof are expressly superseded hereby.

30. **LEASE.** To the extent of any inconsistency between the terms and conditions of the 2007 Sub-Lease Agreement and the Sub-Lease Modification approved June 4, 2007, the provisions of this Agreement shall control.

31. **Special Stipulation.**

    (a) the Aurora Theatre acknowledges that its Co-Founders Anthony Rodriquez and Ann-Carol Pence play a special role in the success and reputation of the organization. Should either or both of the Co-Founders leave the Aurora Theatre, the City shall have the right to terminate this Lease Agreement upon six (6) months notice to the Aurora Theatre.

    (b) The Aurora Theatre and its Co-Founders, Anthony Rodriquez and Ann-Carol Pence agree that they will not provide productions at any other facility in the Metropolitan Atlanta area during the term of this Lease Agreement without the written consent of the City. This provision may be enforced by appropriate injunctive relief during the entire term of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement under their hands and seals, the day and year first above written.

CITY OF LAWRENCEVILLE, GEORGIA

BY: ________________________________
Judy Jordan Johnson, Mayor

ATTEST:____________________________
Karen Pierce, City Clerk

AURORA THEATRE, INC.

BY: ________________________________

TITLE: _____________________________

ATTEST:

BY: ________________________________

TITLE: ___________________________

____
Anthony Rodriquez

____
Ann-Carol Pence

LAWRENCEVILLE
GEORGIA

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

Item:	Event Policy & Fee Resolution
Department:	Economic Development
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	None
Presented By:	Lisa Sherman
Action Requested:	Adopt the Policy and Resolution and authorize the City Manager to sign

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Summary: The Community Development Department works to engage the community through ongoing events throughout the year. Fees charged for participation – whether it be through sponsorship, vendor fees or 3rd party rental/use of space fees - serve to provide an objective measurement for maintaining quality and excellence with each event produced in the City. Furthermore, these fees are structured and communicated through a strategically developed policy that has served the City well since the inception of the Lawrenceville Lawn in 2014. The Community Development Department is asking for the annual fee structure (as proposed in the attachments) along with an updated event policy to reflect this proposed fee structure be adopted by Council for this fiscal year.

Attachments/Exhibits:
FINAL Special Event Policy Updated 4-2019
Event Fees Resolution

HEART art SMART

WHERE art IS A WAY OF LIFE

LAWRENCEVILLE, GEORGIA

Special Event Policy

A GUIDELINE FOR PUBLIC SPECIAL EVENTS

Approved by the City of Lawrenceville on October 6, 2014

Policy Statement

Special Events provide opportunities to promote community engagement, help build a sense of place, showcase local and regional talent, enrich cultural opportunities, draw visitors to Lawrenceville, generate economic impact and establish an active Downtown.

The City of Lawrenceville recognizes the benefits and opportunities made available through Special Events. Therefore, the City seeks to facilitate, promote, coordinate and /or participate in Special Events that provide a benefit to the larger community and fit within the capacities of the Lawrenceville Lawn and Downtown Square.

Any public gathering or Special Event that requires restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, stages, tables, bleachers, tents, streets, temporary barriers or boundaries or as otherwise defined herein must first submit a Special Event application and obtain approval from the City of Lawrenceville. Permission to use the Lawrenceville Lawn, Parade Routes or the granting of any road closures does not necessarily entitle an organization to exclusive use of said area.

This Policy is intended to work in concert with all other applicable rules, regulations, laws, and ordinances of the City of Lawrenceville and other applicable governmental entities. Should a conflict between this policy and other City policies arise, City policy will prevail.

Terms & Definitions

City Sanctioned Special Event
Any activity sponsored and produced by the City of Lawrenceville. City sanctioned events are exempt from the event application process.

Non-Sanctioned Special Event
Any activity sponsored by an organization or individual for profit or non-profit, other than the City of Lawrenceville, held on public property and designed for entertainment, competition, amusement, or social, ethnic, religious and/or cultural awareness that:

a. Requires restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, stages, streets, tables, bleachers, tents, temporary barriers and/or boundaries.
b. Impedes the normal flow of traffic.
c. Impedes the enjoyment or use of the property by the general public.

Such events require a Special Event Permit issued by the City through the Special Event Application.

City Support Services
Services provided by the City of Lawrenceville to ensure that a Special Event is conducted in such a way as to protect the safety, health, property and general welfare of the public and integrity of public grounds. Services may include security/police, public works, set-up, clean-up, event consulting, etc.

City Event Coordinator
Staff person, or designee, responsible for overseeing the application process and obtaining acceptance or denial, based on input from appropriate City departments. The City Event Coordinator will act as a liaison between the Event Organizer and the affected departments within the City of Lawrenceville as may be necessary.

Event Organizer
Person(s) designated as the authorized head of the organization or individual responsible for the proposed event.

Event Selection Committee
An appointed group of individuals chosen to ensure that the submitted Special Event application upholds the Special Event Policy set by the City of Lawrenceville.

Public Assembly
Any meeting, demonstration, picket line, rally, gathering as defined by the City's Parade and Assemble Ordinance that does not require restricted or exclusive use of any portion of a facility as a Special Event.

Ticketed Event / Admission Event
Any Special Event in a City facility that requires a fee to be paid by a patron to enter or participate in the event.

Criteria for Evaluation

The criteria for evaluating and scheduling community festivals and Special Events are as follows:

1. Completeness of application and event layout.
2. Professionalism of Special Event application, layout and presentation.
3. Impact and cost of event on public health, surrounding businesses or residences, environment, welfare, safety, and City support services.
4. Occurrence of the same or similar event(s) as well as potential conflicts with previously approved events.
5. Ability for the Lawrenceville Lawn to remain open to users and function as a public venue.
6. Previous history of Event Organizer in facilitating Special Events.
7. Ability of Event Organizer to achieve City goals and objectives as identified by Council.
8. **IMPORTANT: Event applications with road closure requests will be carefully considered as road closures impact traffic flow and City businesses.** Road closure requests will only be considered for government agencies and non-profit organizations (must provide written proof of 501© status in Georgia).
   NOTE for 501© non-profit organizations ONLY: Those organizations requesting road closures around the immediate Courthouse Grounds associated with an event on the Courthouse Grounds will need to have previously received road closure approval from City Council for a minimum of 5 consecutive years on the Square.

All applications shall be submitted by the Event Organizer. Additional information may be requested by the Event Selection Committee upon initial review of an application. The City will review all applications to ensure a complete and appropriate process has been followed. Written approval of select applications will be issued after the application and annual event calendar has been reviewed by the Event Selection Committee and related City Department heads and approved by City Council. The City of Lawrenceville reserves the right to approve or deny the application based on the City's evaluation criteria. Approval may include conditions or stipulations to address or mitigate any potential issues.

Classes of Special Event Permits

(Estimates of required staff hours to be determined by the City of Lawrenceville based on application)

Class A Permit: A Special Event that requires more than 200+ additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is more than 10,000 persons within a consecutive 24 hour time period.

Class B Permit: A Special Event that requires between 100-200 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is between 5,001 and 10,000 persons within a consecutive 24 hour time period.

Class C Permit: A Special Event that requires between 50-99 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is between 2,001 and 5,000 persons within a consecutive 24 hour time period.

Class D Permit: A Special Event that requires less than 50 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is between 501 and 2,000 persons within a consecutive 24 hour time period.

Class E Permit: A Special Event that requires less than 50 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is 500 persons or less within a consecutive 24 hour time period.

NOTE: The City reserves the right to be the final authority regarding estimates of attendance or need for additional staff hours.

Application Process and Policies

The City of Lawrenceville Event Coordinator must receive a completed Special Event Application, event layout and processing fee during the open application window:

- ALL Events must apply no less than 180 days from the proposed date of the event to be eligible for consideration.

NOTE: No events other than City-sanctioned events, will be permitted in January or February due to the potential of inclement and/or cold weather conditions on outdoor facilities. Applications should be MAILED or HAND-DELIVERED to:

City of Lawrenceville
Attn: Events – Economic Development Dept. [4th Floor]
70 South Clayton Street / PO Box 2200
Lawrenceville GA 30046

After the application has been reviewed and recommended by the event coordinator and payment has been received, the Event Selection Committee will review and consider each event. The Event Organizer may be contacted during this step to schedule a more formal presentation, and additional items may be requested. Final approvals will first be communicated at Council Meeting and followed up with a letter of acceptance to the respective event organizer.

Please reference the Step-by-Step check list located in the Special Event APPLICATION packet separate from this POLICY.

The following are rules, regulations and details related to the City's event policy.

1. ***Parade - 5K run/walk, and Road Closure procedures***
   Please refer to the attached pre-approved parade routes. To be eligible for a parade, 5K run/walk permit, you must use one of the two attached pre-approved parade routes. Road closures will be determined based upon completeness of an application and Lawrenceville City Council approval. *Please refer to point 8 in the "Criteria for Evaluation" section above for further detail.*
2. ***Fees***
   a. **Processing Fee:** $50 non-refundable – required by all applicants; to be included with application
   b. **City Fees:** See chart below

City Fees: Lawrenceville City fees are non-refundable and paid 10 days from the date of approval of application. Failure to pay fees may result in a dismissal of application. Fees are cumulative according to the outline below.

	NON-REFUNDABLE FEE	NON-REFUNDABLE FEE	NON - REFUNDABLE FEE	INSURANCE REQUIREMENTS
CLASS	Permit Fees (Lawn Only)	Police Staff charges (4-hour minimum)	Sanitation transfer station tipping fee ***(see NOTE below)***	Combined single-limit per occurrence
Class A	$2,000	$50/hr/officer*	$600	$1,000,000
Class B	$1,000	$50/hr/officer*	$400	$1,000,000
Class C	$750	$50/hr/officer*	$300	$1,000,000
Class D	$500	$50/hr/officer*	$200	$1,000,000
Class E	$250	$50/hr/officer*	$150	$1,000,000

*****The City will determine necessary staffing requirements for the event; (i.e. Police, security, traffic, and Public Works) beyond their normal daily routines. Additional costs beyond the permit fee will be based on actual hours and will be invoiced to the event organizer following the event. Please note that the City will put forth its best effort to keep essential services within the fee structure outlined in this policy.

******As there are no pavilions or indoor facilities on the lawn, the City will not accept applications for "Lawrenceville Lawn Use" that call for private individual events such as birthdays, family reunions, weddings, wedding receptions etc.

PLEASE MAKE CHECKS PAYABLE TO: City of Lawrenceville, 70 South Clayton Street PO Box 2200, Lawrenceville GA, 30046

Fees charged by the City for use of facilities are intended to cover maintenance due to wear and tear, initial supplies, water, electricity, etc. The City reserves the right to obtain additional fees for other arising or unusual expenses as it deems necessary.

3. Ticketed / Admission Events – This is IN ADDITION TO fees noted above.

Any Special Event held in a City facility that requires a fee to be paid by a patron to enter/participate in the event is considered a ticketed / admission event. For all ticketed / admission events, a fee shall be paid to the City of Lawrenceville based on gross ticket or admission fees at the rate of 10%. (ex. 500 tickets sold at $5.00 per ticket equals $2500.00 gross sales. The City will receive a Ticket Event Fee of $250.00). This fee shall be due and payable to the City immediately after the conclusion of the event and will incur a 10% penalty if not paid within thirty (30) days after the conclusion of the event. The City reserves the right to conduct an audit of applicant's revenue in order to verify gross ticket / admission fees and will pursue all legal remedies for collection of under reported fees.

4. Insurance

A comprehensive liability insurance policy with a minimum one million dollar ($1,000,000) combined single-limit coverage per occurrence for bodily injury and property damage with an endorsement naming the City of Lawrenceville, specifically as an additional insured under the policy is required for ALL events and from all food, snack and business vendors at each event. Do not include specific departments or persons. <u>**A Certificate of Insurance from the event organization is required 10 days from date of approval.**</u> All other vendor Certificates of Insurance are due no less than 15 business days prior to the scheduled event. The City of Lawrenceville must RECEIVE notice of any changes or cancellation by certified mail or hand-delivery no less than 30 days from date of event. 100% of all fees will be required for any cancellations submitted less than 90-days out.

5. ***Sanitation***

A transfer station tipping fee for sanitation shall be submitted to the City of Lawrenceville for ALL events**.** All trash/sanitation services <u>are</u> provided by the City at the cost of the Event Organizer and/or Organization responsible for the event.

6. ***Restroom Facilities***
   For all events of 4 hours or more in duration, portable toilets will be required for all events on the Lawrenceville Lawn. Portable toilets will be a requirement for any event where alcohol is served and for any race, walk, or run. One toilet per 200 persons will be the ratio. In compliance with the Americans with Disabilities Act, at least one portable toilet is to be handicap accessible. It is the Event Organizer's responsibility to make all arrangements (drop-off and pick-up) and pay any fees related to portable toilet rentals.
7. ***Medical***
   Medical personnel will be required to be on site for all events. EMT, RN, LPN or paramedics may serve for Class C, D, or E events. REN, LPN or paramedics must serve for Class A or B events. Medical staff/ supplies are the responsibility of the Event Organizer. A letter of confirmation signed by the service provider of choice, on the service provider's letterhead, shall be submitted by the event organizer to the City's event coordinator no less than 15 business days prior to the event.
8. ***Electricity***
   Specific requirements for the use of electricity must be submitted with the application. Electricity is NOT available without permission from the City of Lawrenceville. For projects that utilize large amounts of electricity, the City reserves the right to require additional payment for electricity used at the event.
9. ***Sound Systems***
   Sound system equipment is the responsibility of the organization holding the event (ie- Event Organizer). The City Event Coordinator must be notified in writing of any intended use of a sound system during the event. All amplified sound must conclude by 10pm EST. in accordance with City Ordinance.
10. ***Alcoholic Beverage Sales and Consumption***
   Alcoholic beverage sales and consumption are ONLY permitted on the Lawrenceville Lawn [in compliance with State law and the City's alcohol ordinance] through the Special Use Permit (SUP) process and in conjunction with a state-licensed, City-approved vendor. Attendees to events on the Lawrenceville Lawn will <u>NOT</u> be permitted to bring their own alcohol onto the premises. Any illegal consumption of alcohol on the Lawrenceville Lawn or on any City property without an SUP may result in fines and/or action taken by the local authorities. Please contact the City's Planning and Zoning Dept. (678.407.6583) for SUP requirements.

   The event organizer must also apply for and receive an alcoholic beverage license from the Georgia Department of Revenue before alcoholic beverage deliveries can be made to the event. Please note that this can be a lengthy process so plan accordingly. All required licensing and insurance pertaining to the serving of alcoholic beverages must be obtained by the event organizer. NO glass containers are allowed. All beverages must be served in plastic cups, aluminum cans, or plastic bottles through the state- and city-approved alcohol vendor. ALL alcohol must remain within the boundaries of the Lawrenceville Lawn.

11. ***Use of Private/Public Parking Spaces***

All parking must be confirmed with the Event Coordinator. It will be the responsibility of the Event Organizer to gain written confirmation for the use of private parking areas for use with the Lawrenceville Lawn. The event organizer must provide written documentation 15 business days prior to the event, signed by the property owner of approval to use private property for any reason as part of the event.

Event Organizers may not reserve or charge for parking in public spaces. All publicity material, both printed and electronic, shall include a diagram indicating available parking.

12. ***Event Equipment and Layout***

The following is additional information and rules for compliance during lawn use:

- The City of Lawrenceville does NOT provide a stage for any special event. It will be the event organizers responsibility to acquire a stage and coordinate set-up and break down. Stage requirements and specs (including weight, dimensions and electrical requirements) should be submitted to the Event Coordinator for review and approval prior to rental. The City reserves the right to have any unauthorized stages removed from the premise due to potential infrastructure damage of outdoor facilities.
- Tables, chairs, stages, bleachers, tents and other set-up equipment are permitted on the lawn with prior approval.
- A general layout of the event area, including locations of tables, chairs, tents, stages, vendor set-up, portable restrooms, road closures, parking plans, and other equipment must be submitted with the application. A formal detailed layout must be given 30 days prior to the event.
- Tables and chairs are NOT provided by the City of Lawrenceville.
- At no time may cars or trucks be driven onto the lawn.
- Work vehicles like gators, carts, children’s trains, or golf carts may be used in specified areas upon approval of the Events Coordinator.
- Stakes are NOT permitted for any tent or inflatable at any time.
- All tents and inflatables must be secured with weights for wind restriction.
- Damage to the Lawn due to high traffic or improper preparation or set-up may result in additional fees to replace damaged areas of turf.
- The City reserves the right to cancel the event should any requirements of the Special Events Policy or the Special Events Application are not met.

13. Fire Safety Plan

Any tent over 400 square feet is required to have an inspection and final approval from the Gwinnett County Fire Marshall’s Office prior to the event. **Please call The Gwinnett County Fire Marshall’s Office at (678) 518-4960 for more information concerning this process**. The event organizer will be required to provide all tent specifications to the Special Events Application. A letter of confirmation signed by the Fire Marshall’s office, on Gwinnett County letterhead, shall be submitted by the event organizer to the City’s event coordinator no less than 15 business days prior to the event.

14. Food Sales

Any intention to sell food must be indicated with the application. All vending equipment must remain on brick, asphalt or concrete areas, NOT ON THE GRASS. It is the responsibility of the event organizer to contact the Health Department and obtain any necessary permits. Glass bottles are not allowed on the Lawrenceville Lawn at any time. A letter of confirmation signed by the Health Dept. (Carolyn.Simonton@gnrhealth.com or 770.339.4283), on Gwinnett County Dept. of Health letterhead, shall be submitted by the event organizer to the City's event coordinator no less than 15 business days prior to the event.

***Please Note: Food Trucks are only permitted to operate within the City of Lawrenceville during City Sanctioned Special Events, or during Non-Sanctioned Special Events approved by the Event Selection Committee.**

15. Lawn Clean-Up

It is the responsibility of the event organizer to remove all items from an event at the conclusion of the event as quickly as possible. This includes all tents, rentals, and any item brought to the lawn for the event. Any rentals or equipment not removed on the same day of the event must be removed by noon on the first day following the event. This includes all tents, sound equipment, portable restrooms, trash containers/trailers, POD's, generators, dumpsters, carts, utility vehicles, etc.

16. City Ordinances and Park Rules

Please read the Lawrenceville Lawn Rules and Regulations page attached to the Special Event application.

17. Signage

All marketing materials, placement of signs, etc. to advertise the Special Event must first be approved by the Event Coordinator before being distributed. Marketing materials must be submitted to the Event Coordinator 30 days prior to the event. **NOTE: All signage must comply with the City sign ordinance. Failure to comply with all of these policies and procedures will result in revocation of permit (see next section).**

Revocation of Permit

The City of Lawrenceville shall have the authority to revoke any permit upon the violation of the conditions set forth in this policy and the Special Events Application and/or where staging of the event would have an immediate and adverse effect on the welfare and safety of persons or property. The Chief of Police or his or her designee shall have the authority to close any event immediately upon violation of conditions set forth herein or to preserve safety of persons or property. Any event with outstanding fees from a prior year will not be permitted to hold their event until all fees are paid. Failure to comply with any or all of the policies set forth in this document could result in fines to be determined by the City.

Modification of Polices

The City of Lawrenceville reserves the right to waive, modify, and/or amend these Policies, in whole or part, at any time solely at the City's discretion. This may occur by formal written action of the City Management.

By signing below, I agree to the terms and conditions set forth in this policy.

____   _____________________________

Event Organizer Signature ***Date***

A RESOLUTION ADOPTING EVENT POLICY AND RELATED FEES OF THE COMMUNICATIONS & COMMUNITY DEV. DEPT. OF THE CITY OF LAWRENCEVILLE.

WHEREAS, the City Council of The City of Lawrenceville has authorized the City Manager to set fee structures that are not restricted by rate setting policies and agreements approved by the Mayor and Council as part of the annual budget adoption resolution; and

WHEREAS, the Communication and Community Development Department has several fees related to permits and events;

NOW THEREFORE BE IT ORDAINED AND RESOLVED, that the 2019 Events Policy and following schedule of fees presented by the Communications & Community Development Director is approved and adopted, and all ordinances, policies, and procedures previously approved and in conflict with the 2019 Events Policy and following schedule of fees are hereby repealed.

BE IT FURTHER ORDAINED AND RESOLVED, that the City Manager of the City of Lawrenceville is authorized to adopt, implement and update this Events Policy and following schedule of fees as necessary to establish and maintain policies in compliance with applicable best practices, policies and state and federal law.

BE IT IS SO RESOLVED this ______________ day of April 2019.

Event-Year Sponsorship Fees (Excludes Rock'n The Ville)		
$15,000	Annual Sponsorship	Presenting
$10,000	Annual Sponsorship	Platinum
$5,000	Annual Sponsorship	Gold
$2,500	Annual Sponsorship	Silver
$1,000	Annual Sponsorship	Bronze
$500	Annual Sponsorship	Community
As approved by City Manager or designee	Annual Sponsorship	Other
$35	VIP Fee	Per Person at Concerts & Prelude
Rock'n The Ville Fees		
$20,000	Annual Sponsorship	Presenting
$12,500	Annual Sponsorship	Beverage
$7,500	Annual Sponsorship	Platinum
$5,000	Annual Sponsorship	Gold
$2,500	Annual Sponsorship	Silver
$1,500	Annual Sponsorship	Bronze
$500	Annual Sponsorship	Community
$350	Vendor Fee	BBQ Food
$350	Vendor Fee	Business Booth
$250	Vendor Fee	Snack/Food
$100	Vendor Fee	NP/Arts & Crafts
$50	Electric Service Fee	Per Outlet

Third Party Event Application Fees		
$2,000	Lawn Permit Fee	10,001+ Persons, Non-refundable
$1,000	Lawn Permit Fee	5001-10,000 Persons, Non-refundable
$750	Lawn Permit Fee	2,001-5,000 Persons, Non-refundable
$500	Lawn Permit Fee	501 - 2,000 Persons, Non-refundable
$250	Lawn Permit Fee	Less than 500 Persons, Non-refundable
$600	Sanitation Fee	10,001+ Persons, Non-refundable
$400	Sanitation Fee	5001-10,000 Persons, Non-refundable
$300	Sanitation Fee	2,001-5,000 Persons, Non-refundable
$200	Sanitation Fee	501 - 2,000 Persons, Non-refundable
$150	Sanitation Fee	Less than 500 Persons, Non-refundable
$50	Police Services Fee	Per Hour/Per Officer, Number of Officers determined by the Special Ops Division of the Police Dept.; 4-hour minimum
$50	Application Processing Fee	One-time

____
Judy Jordan Johnson, Mayor

____
Chuck Warbington, City Manager

ATTEST:

____
Karen Pierce, City Clerk

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Heritage Trail Medallion Committee
Department:	Economic Development
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	None
Presented By:	Lisa Sherman
Action Requested:	Adopt the Proposed Process & Recommendation

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Summary: Mayor Judy Jordan Johnson together with City Staff recommend that a small committee of strategically knowledgeable historians be approved and appointed by Council to help make selection for future honorees. Recommendation for committee members, size, mission and the selection process are outlined in the attachment to this agenda item.

Attachments/Exhibits:
Heritage Trail Medallion Process 2019.pdf

LAWRENCEVILLE
GEORGIA

Proposal for the Future Selection of Heritage Trail Medallion Honorees
May 15, 2019

Committee Recommendation
Mayor Judy Jordan Johnson together with City Staff recommend that a small committee of strategically knowledgeable historians be approved and appointed by Council to help make selection for future honorees. The recommended committee size shall be five members comprising **Mr. Elliott Brack, Ms. Mary Frazier Long, Ms. Theresa Bailey, Ms. Patsy Price and Ms. Gloria James**.

Committee Mission
Create a list of 15-20 names of historically significant figures to Lawrenceville's 200-year history for the purpose of honoring these individuals with medallions along the Heritage Trail while simultaneously telling Lawrenceville's story through the biographies of these individuals and their contributions to Lawrenceville and Gwinnett's growth.

Selection & Implementation Process
The selection and implementation process will follow these steps:

1. Committee will meet as often as needed (5-6 times) over the course of one-year to develop a list of recommended recipients for Heritage Trail Medallions.
2. This list will take into consideration the following:
    a. The existing list of nominees for which Medallions have yet to be awarded.
    b. The list of current Medallions installed along the trail. This will highlight any gaps and/or egregious omissions that should be incorporated for consideration due to the "telling" of Lawrenceville's story.
    c. The historical knowledge of the committee members that would shape the list of names that should be considered to support the mission.
3. Once the list for recommendation has been finalized by this committee, the committee will bring this list before Council for consideration and approval.
4. Once approved, City Staff will execute the installation of these medallions – two each year with one in the spring and one in the fall, surrounded by a brief ceremony commemorating the install and affording PR opportunity for the project.
5. The execution of the installation process will continue on an annual basis until all names on the list have been installed. Names will be installed over this time frame in alphabetical order, according to the last name of the honoree.
6. When the final 2 names are ready to be installed, staff will request a meeting with the Mayor at that time to re-appoint a History committee who can repeat this process for the City for the next several years.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Discussion of Alcohol Ordinance related to Distilleries and Frozen Consumables
Department:	City Clerk
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	Not Applicable
Presented By:	Todd Hargrave and Karen Pierce
Action Requested:	No Action requested at this time

Summary: The City has new businesses that could require possible changes to the alcohol ordinance and staff would like to discuss the possible options available.

Attachments/Exhibits:

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AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Discussion on updates to the Lawrenceville Performing Arts Center (LPAC)
Department:	City Manager
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	Not Applicable
Presented By:	Chuck Warbington and Kip Stokes
Action Requested:	No Action requested at this time

Summary: This is an overall update on the project.

Attachments/Exhibits:

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Potential Rezoning Analysis for RM-12 Zoned Properties in the City of Lawrenceville
Department:	Planning and Development
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	None
Presented By:	Todd Hargrave
Action Requested:	Discussion

Summary: The purpose of the letter is to discuss RM-12 Zoned properties within the City Limits and to consider rezoning options for the developments that were built with single-family development standards.

Attachments/Exhibits:
RM-12 Rezoning Analysis
RM12 Neighborhoods Map

LAWRENCEVILLE
Planning & Development

To: Mayor Judy Jordan Johnson and members of City Council

CC: Chuck Warbington, City Manager

From: Todd Hargrave, Director; Planning and Development

Date: April 2, 2019

Subject: RM-12 zoned properties located in the City of Lawrenceville

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Mayor and City Council members,

This memorandum is to address the RM-12 (General Residence, 3,600 Sq Ft District*) zoning classification properties and to list possible outcomes the City may want to consider. On December 3, 2018, the City Council extended a temporary moratorium on RM-12 development permits, building permits, and rezoning applications within a specified geographic area along a segment of Paper Mill Road. This action lead the Planning and Development Department to examine the Zoning Ordinance. The goal of the examination is to provide suggestions that could amend the current regulations to ensure that multifamily developments are held to a standard that is acceptable to City Council and promote excellence of design to preserve the integrity and heritage of the natural and built environment.

According to the Planning and Development Department records, there are 1,079 parcels zoned RM-12 throughout the city limits. The majority of the properties were developed with apartment complexes, duplexes, and townhomes - these properties do not need to be addressed because they were developed with multifamily development standards; however, there are several undeveloped multifamily-zoned properties located along Paper Mill Road. A concern that emerged from the examination is the number of single-family uses on multifamily-zoned properties throughout the City. The proposed amendment to Article VII of the City of Lawrenceville Zoning Ordinance regulating multifamily residential properties will give the Department the ability to enforce the rules and regulations properly. The Planning and Development Department has identified three single-family developments within the City Limits that may require the City to reclassify these properties to a zoning classification advised as adequate with pre-existing conditions of the established developments in question. The properties and developments are as follows:

- Along New Hope Road, north of its intersection with Simonton Road is the 120-lot Quinn Ridge Forest detached single-family subdivision zoned RM-12. In the early 1990s, the subdivision was developed to a minimum standard that may be consistent with the existing RS-180 (Single-Family Residence District) and RS-150 (Single-Family Residence District) zoning classifications. Based on our research it appears, the City may have granted a blanket variance allowing sections of the development to be constructed with variable standards that could be considered inconsistent with our regulations, which includes varying building setbacks, lot square-footage, and lot widths.

- South of the downtown is an area commonly referred to as 'Carver Circle', located south of Scenic Highway at its intersection with Neal Boulevard. A segment of the neighborhood consists of 28 privately owned lots, and the Lawrenceville Housing Authority Hooper-Renwick Apartments, consisting of approximately 6.8-acres, zoned RM-12. The remaining balance of the neighborhood consist of 31 privately owned lots zoned RS-150 (Single-Family Residence 15,000 Square Foot District) and three lots zoned BG (General Business District) consisting of approximately 8.3-acres. The rezoning of the BG and RS-150 properties would be subject to the review and approval of the City Council through the public hearing. Unfortunately, the current zoning regulations would not prevent the assemblage of the RM-12 zoned properties to be developed at a gross density of 12-units per acre (UPA).

- Although not zoned RM-12, along Springlake Road, east of its junction with Paper Mill Road is the 261-lot Springlake Cove detached single-family subdivision zoned RM-4 (Fee Simple Condominium Residence District) that could pose issues in the future. The subdivision was developed to the existing RM-4 standards, which allows detached residential units and it is very similar to RM-6 and RM-12 standards. However, each unit is limited to the footprint of the existing dwelling, leaving the remainder of the land throughout the development as common area. This has resulted in confusion amongst property owners seeking approval of building permits for accessory structures. The Planning and Development Department cannot issue a building permit to a person to construct an accessory structure on a parcel of land belonging to a private entity. Again, it appears the City may have granted a blanket variance allowing the development to be constructed to a standard that could be considered inconsistent with the existing minimum standards. The rezoning of this development may result in mitigation by attorneys.

Based on the examination, it may be inappropriate to consider creating a new zoning classification for these properties and developments. This approach could potentially diminish the rewrite of the City of Lawrenceville Zoning Ordinance by introducing a zoning classification that may be inconsistent with the long-range plans of the City. Therefore, the Planning and Development Department recommends the following options for consideration:

- The City may leave the properties as is, and allow them to be Legal Non-confirming at the time of the adoption of the new RM-12 zoning district. This means that these properties would remain as is and be allowed to do maintenance until someone wants to redevelop. At that time, the developers would be required to comply with the new RM-12 zoning district.
- The City Council may consider initiating an Area-Wide Rezoning (AWR), appropriately rezoning each of the properties mentioned above to RS-60 (Single Family Residence District). This means that the properties would have the same standards as RS-60, except with a blanket variance allowing relief from the minimum standards, which may include architectural requirements, building setbacks, landscape requirements, lot square-footage, and lot width. In the case of reconstruction, the property would have to rebuild to the RS-60 standards.

In conclusion, the reclassification of these areas would be a progressive step towards reforming and restructuring the policies of the Planning and Development Department and could potentially reduce issues with property owners.

Please let me know if you have any questions.

Todd Hargrave
Director
Planning and Development


LAWRENCEVILLE
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City of Lawrenceville
Planning & Development
Zoning Map Aug 2018
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RM-12 zoned neighborhoods
RM-12
Lawrenceville
Greens at Hillcrest
Oxford Lane
Knights Bridge Square
Hampton Square
Southgate
Green Bridge Creek
Georgetown
Sandalwood Homes
Plainview
Quinn Ridge Forest
Forest East
Westwood
Oglethorpe Colony
Greenfields Condominiums
Charleston Square

LAWRENCEVILLE
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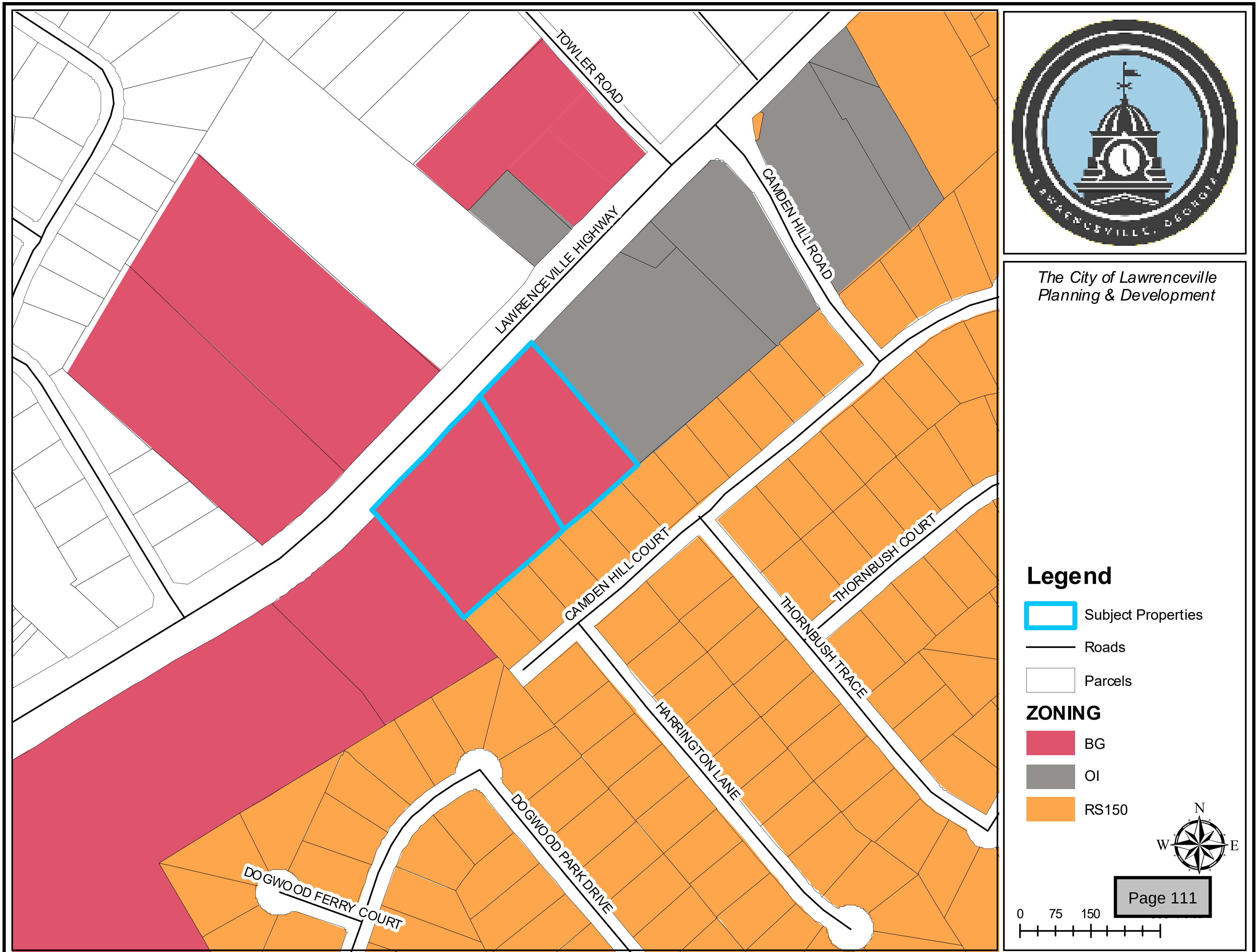
AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION MAY 15, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Discussion about 1004 Lawrenceville Hwy. (former A/R Motor Sports Property)
Department:	Planning and Development
Date of Meeting:	Wednesday, May 15, 2019
Fiscal Impact:	None
Presented By:	Council Member, Keith Roche
Action Requested:	Discussion

Summary: Council to discuss the feasibility of rezoning the property from BG (General Business) to a less intense zoning district such as OI (Office Institutional).

Attachments/Exhibits:
Zoning Map
Aerial Map 2
Aerial Map
13 Image 12-2016



TOWLER ROAD
LAWRENCEVILLE HIGHWAY
CAMDEN HILL ROAD
CAMDEN HILL COURT
THORNBUSH COURT
THORNBUSH TRACE
HARRINGTON LANE
DOGWOOD PARK DRIVE
DOGWOOD FERRY COURT
LAWRENCEVILLE, GEORGIA
The City of Lawrenceville
Planning & Development
Legend
Subject Properties
Roads
Parcels
ZONING
BG
OI
RS150
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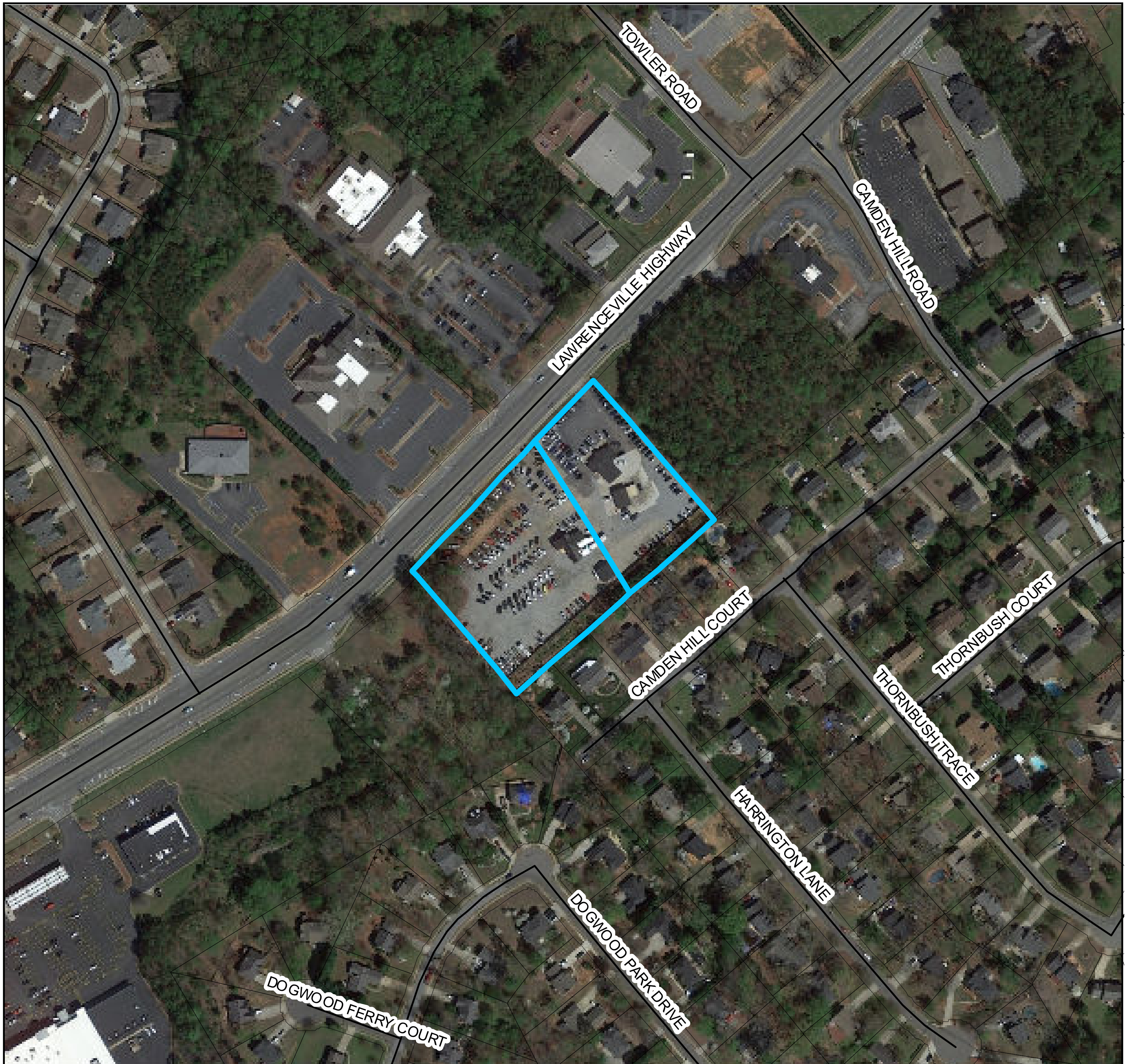

The City of Lawrenceville
Planning & Development

Legend

Subject Properties

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The City of Lawrenceville
Planning & Development

Legend

Subject Properties

Roads

Parcels

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Thornbush Trce
Harrington Ln
267 ft
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