



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, December 14, 2022
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Swearing In

1. Swearing in of new Police Chief

Recognition

2. Police Department

Approval of Prior Meeting Minutes

3. October 24, 2022 Regular Meeting
4. November 16, 2022 Work Session and Executive Session
5. November 16, 2022 Regular Meeting and Executive Session

Proclamations

6. Rotary Club of Lawrenceville

Announcements

Public Comment

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

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

Consent Agenda

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

- [7.](#) Tree City Ordinance to be Considered a Tree City USA
- [8.](#) Architectural and Engineering Consulting Services on an Annual Contract
- [9.](#) Purchase and Installation of a Security Camera System
- [10.](#) Renewal of Managed Firewall and Network Engineering Services Agreement with Cira Infotech, Inc.
- [11.](#) Approval of a New Street Racing and Reckless Driving Exhibitions Ordinance

Public Hearing New Business

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

- [12.](#) SUP2022-00076 & SUP2022-00077; RV & JV Properties and Jesus Villalobos; 108 McConnell Drive
- [13.](#) Update on the 2045 Comprehensive and Transportation Master Plan

Council Business New Business

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

- [14.](#) Agreement with Gwinnett County Habitat for Humanity, Inc
- [15.](#) Elect a Mayor Pro Tempore for 2023
- [16.](#) Approval of Board Appointments for 2023
- [17.](#) Amendment to the Real Estate Agreement between the City of Lawrenceville and Dave Davis for property at 415 and 436 Huff Street

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINES

Item:	Tree City Ordinance to be Considered a Tree City USA
Department:	Planning and Development
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	Already part of City's maintenance
Presented By:	Helen Appenzeller Balch, Deputy Director of Planning and Development
Action Requested:	Adoption of Tree City Ordinance: To be added to the Code of Ordinance, Chapter 32, STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES, as ARTICLE VIII TREE CITY ORDINANCE

Summary: The City can apply to be considered a Tree City USA through the Arbor Day Foundation Program. By establishing a Tree City Ordinance, and meeting three other requirements, the City can be designated as a Tree City USA. This entails national recognition and demonstrating the city's commitment to the environment as a great way to build pride among residents.

To be added to the Code of Ordinance, Chapter 32, STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES, as ARTICLE VIII TREE CITY ORDINANCE

Fiscal Impact: Annual budget of at least \$2 per capita. Public Works budgets for City Maintenance including landscaping, yearly.

Attachments/Exhibits:
Draft Tree Ordinance

ORDINANCE _____

AN ORDINANCE ESTABLISHING THE REGULATION OF THE PLANTING, REMOVAL AND MANAGEMENT OF SHADE AND ORNAMENTAL TREES ON PUBLIC PROPERTY AND RIGHTS OF WAYS IN THE CITY OF LAWRENCEVILLE, GEORGIA TO BE INCLUDED AS ARTICLE VIII INTO CHAPTER 32 (STREETS, SIDEWALKS AND OTHER PUBLIC PROPERTIES) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA

PURPOSE: The purpose of this ordinance is to provide for the protection, management, removal, and replacement of trees on public property and public rights of way within the City of Lawrenceville, Georgia. The City Council herein delegates the authority and responsibility for managing public trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

WHEREAS, the health, safety and general welfare of the public and the conservation and protection of the natural resources of the City of Lawrenceville, Georgia and their values necessitate the implementation of regulations to guide the planting, maintenance and removal of shade and ornamental trees on public property and rights of way within the City, and

WHEREAS, high growth areas, where natural green spaces are diminishing, have left fewer trees to transform into oxygen the carbon dioxide of ever increasing, harmful vehicular and industrial emissions, resulting in severe air quality degradation, and

WHEREAS, the removal of forest canopy from urban areas of the state and its replacement with more intensive land uses exacts real costs upon the infrastructure which must be borne by all citizens of the community, and

WHEREAS, community forests function to the benefit of the local citizenry as a part of the public infrastructure as much as streets, utilities, stormwater management structures, and sewers and integrated forest canopies reduce the costs of maintenance of other co-located parts of the urban infrastructure, and

WHEREAS, well-managed urban forest resources increase in value and provide benefits to all the citizens of the community with respect to air quality, water quality, stormwater management, temperature amelioration, community aesthetics and general quality of life and, healthy community forests increase local commercial and residential property values, and

WHEREAS, these benefits are crucial to the long-term health, benefit, welfare, and safety of the citizens of the community, and

WHEREAS, the City of Lawrenceville's Development Regulations and this tree protection law are parts of a dedicated and integrated planning process dealing with land use, impacts of

impervious surface, urban hydrology and water quality, air quality, soil erosion, transportation, noise abatement, and wildlife habitat, and

WHEREAS, the City Council of the City of Lawrenceville, Georgia finds that it is in the best interest of the public to provide standards and requirements for the conservation, protection and replacement of trees on public property for the purpose of making the City a more attractive and healthier living environment.

NOW, THEREFORE, be it ordained by the City Council of the City of Lawrenceville, Georgia establishes Article VIII (Regulation of the Planting, Removal and Management of Shade and Ornamental Trees on Public Property and Rights of Way) of Chapter 32 (Streets, Sidewalks and other Public Properties) as follows:

ARTICLE VIII.- REGULATION OF PLANTING, REMOVAL AND MANAGEMENT OF SHADE AND ORNAMENTAL TREES ON PUBLIC PROPERTY AND RIGHTS OF WAY

Sec. 8- 1. Definitions

As used in this Article, the following words and phrases shall have the meanings indicated:

Damage: any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance: any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

Administrator: The Public Works Director or designee who is responsible for the administration of the provisions of this ordinance.

Street Trees: Street trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or rights-of-way within the City or lying within all rights of ways of all streets, avenues, or ways within the City.

Topping: Topping is defined as the severe cutting back of tree limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Park and Public Trees and Landscape: Park and Public trees are herein defined as trees, shrubs, bushes and all other vegetation in public parks and on public property at public facilities, and all area owned by the City, or to which the public has free access.

Sec. 8- 2. Public Tree Protection and Care

A. Except as hereinafter provided, no person except a public utility shall cut, prune, injure or remove any living tree on or in a public highway, right-of-way, neutral ground, public park, public place, triangle, sidewalk, or other public property; or cut or disturb or interfere in any way with the roots of any tree on public property; or spray with any chemical insecticide or herbicide or other oils or whitewash any tree on public property; or place any wire, rope, sign, poster, barricade, or other fixture on a tree or tree guard on public property; or injure, misuse or remove any device placed to protect any such tree;

Sec. 8-3. Notification and Penalties

A. Any person who shall injure, damage, or destroy any public tree situated upon the public right-of-way of any street, alley, sidewalk, park or other public property within the City shall promptly notify Public Works of such fact and shall, within such reasonable time as specified by Public Works, repair or replace the same to the satisfaction of the Department.

B. Should the person fail or refuse to repair or replace the damaged or destroyed trees or plants within such reasonable time, Public Works shall do or cause to be done the necessary repairing or replacement, and the costs of this work shall be recovered from the person responsible for the damage or destruction by, a proper action of law. In any such action, "The Guide for Establishing Values of Trees and Other Plants," published by the Council of Trees and Landscape Appraisers, current edition, shall form the basis for establishing any monetary damages due for damage or destruction to the tree. In addition, the City may recover for any other damages or losses to which it is entitled by law.

Sec. 8-4. Penalties for Violations

Any person violating any provision of this ordinance shall be, upon conviction or a plea of guilty, subject to a fine not to exceed \$1000.00 plus restitution for damages to public trees and property.

Sec. 8-5. City Requirements

A. The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the rights-of-way of all streets, parks, squares, and public grounds, as may be necessary to ensure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

B. All tree work taking place on public property being conducted by contractors, sub-contractors, or City employees shall conform to International Society of Arboriculture and ANSI 300 and Z-133 arboricultural standards for tree work.

C. It shall be unlawful as a normal practice for any person, firm, or government entity/department to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this provision of this ordinance by written consent of the Administrator allowing such actions.

D. It shall be unlawful for any entity, utility, citizen, or tree care company or government to trench, cut, grade, clear, or fill within the critical root zone of any public tree without the expressed written consent of the Administrator.

Sec. 8-6. Authority and power

A. Delegation of authority and responsibility. The Director of Public Works and/or their designee, hereinafter referred to as the "Director", shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.

B. Coordination among city departments. All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Director.

Sec. 8-7. Private Landowner Responsibilities and Rights

A. Every owner of any tree overhanging any street or right of way within the City shall prune the branches so that such branches shall not substantially obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) feet above street surface or eight (8) feet above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign or line of sight. Any tree or shrub or part thereof located in, overhanging or interfering with the use of any highway or street in the City that, in the opinion of the Director of Public Works, violates the provisions of this Article or endangers the life, health, safety or property of the public shall be declared a public nuisance. The owner shall be notified of the existence of a nuisance and given a reasonable time for its correction or removal. If not corrected or removed within the time allotted, the Director of Public Works shall cause the nuisance to be corrected or removed and the cost shall be assessed against the owner or occupant and collected as provided by law.

B. Duty To Maintain Street Trees Planted. Maintenance of a street tree shall be the responsibility of the owner of the property adjacent to the tree location.

Sec.8-8. Emergency Action

It may become necessary, from time to time for emergency crews to prune or remove trees to provide for public safety or restore phone, electrical, and/or water service. Such an action may be conducted by government, emergency, or utility crews without permit so as to allow immediate action to prevent damage or correct a condition which may pose a hazard to life or property.

Sec. 8-9. Indemnification

Nothing contained in this ordinance shall be deemed to impose any liability upon the City, its elected officials, officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant upon any street tree area on his or her property or under his or her control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any public property or right of way or public place within the City.

Sec. 8-10. Appeals

Appeals to decisions by the Director, or to penalties imposed after violations of this ordinance, shall be heard by City Council.

Sec. 8-11. Severability

Should any part or provision of this ordinance be declared by a court of the competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than part held to be invalid.

IT IS SO ORDAINED this 14th day of December, 2022.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 14, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item:	Architectural and Engineering Consulting Services on an Annual Contract
Department:	Engineering
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	\$800,000.00
Presented By:	Jim Wright, City Engineer
Action Requested:	Approval to renew Architectural and Engineering Consulting Services on an Annual Contract to the following firms: Atlas Technical Consultants LLC for Civil Engineering, Stormwater Management and Ecological Engineering, Traffic Engineering Services, Geotechnical Engineering, and Surveying Services; CAS Architecture, P.C. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, and Landscape Architect Services; CROFT & Associates for Architectural Services and Mechanical, Electrical, Plumbing (MEP); Geo-Hydro Engineers, Inc. for Geotechnical Engineering; Hussey, Gay, Bell & DeYoung, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, Geotechnical Engineering, and Surveying Services; Kimley-Horn and Associates, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Traffic Engineering Services; and Precision Planning, Inc. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Surveying Services in the amount of \$800,000.00.

Summary: This contract is to provide comprehensive architectural and/or engineering services to include, but not be limited to: consultative and technical guidance; production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules, and cost estimates; as well as, project management, construction administration,

monitoring and testing, data analysis, permitting and report writing services on an as-needed basis. Pricing for Atlas Technical Consultants LLC has increased by 3%, Kimley-Horn and Associates, Inc. and Precision Planning, Inc. has increased by 2%, and CROFT & Associates and Geo-Hydro Engineers, Inc. has increased by 10% while the other firms' pricing remained unchanged. This is the second of four renewal options.

Background: Original awarded amount was \$1,000,000.00. First renewal amount was \$800,000.00.

Fiscal Impact: Amount of \$800,000.00. This contract is funded by multiple funding sources that are dependent upon the specified project.

Attachments/Exhibits:

Cost Tabulation

RP001-21

Architectural and Engineering Consulting Services on an Annual Contract

Engineering Department

	Atlas Technical Consultants LLC	CAS Architecture, P.C.	CROFT & Associates	Geo-Hydro Engineers, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$0.00	\$126.00	\$220.00	\$126.50
Project Manager	\$173.35	\$96.00	\$192.50	\$93.50
Engineer, Senior	\$157.59	\$96.00	\$165.00	\$104.50
Engineer	\$115.57	\$96.00	\$121.00	\$93.50
Engineer, Associate	\$105.06	\$96.00	\$121.00	\$82.50
Architect, Senior	\$0.00	\$96.00	\$165.00	\$104.50
Architect	\$0.00	\$96.00	\$121.00	\$93.50
Architect, Associate	\$0.00	\$96.00	\$121.00	\$82.50
Technician	\$73.54	\$76.00	\$110.00	\$63.80
CADD Technician	\$78.80	\$56.00	\$110.00	\$82.50
Administrative Support	\$57.78	\$45.00	\$99.00	\$49.50
Landscape Architect, Senior	\$131.33	\$96.00		
Landscape Architect	\$105.06	\$96.00		
Surveyor, Principal	\$157.59			
Surveyor, Senior	\$105.06			
Surveyor, Project	\$94.55			
Survey Crew	\$115.57			
Aerial Survey	\$126.07			
Mobile Scanner	\$0.00			
SUE Crew	\$131.33			
Vacuum Excavation Crew	\$147.08			
Planner, Principal	\$173.35			
Planner, Senior	\$157.59			
Planner	\$105.06			
Scientist, Principal	\$173.35			\$181.50
Scientist, Senior	\$131.33			\$159.50
Scientist	\$105.06			\$104.50
Scientist, Associate	\$94.55			\$93.50
Geotechnical Engineer	\$141.83			\$93.50
Other (may use additional sheet)	Additional Sheet			

	Hussey, Gay, Bell & Deyoung, Inc.	Kimley-Horn and Associates, Inc.	Precision Planning, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$160.00	\$208.08	\$192.47
Project Manager	\$150.00	\$202.88	\$156.06
Engineer, Senior	\$150.00	\$208.08	\$140.45
Engineer	\$100.00	\$176.87	\$104.04
Engineer, Associate	\$95.00	\$135.25	\$88.43
Architect, Senior		\$0.00	\$156.06
Architect		\$0.00	\$124.85
Architect, Associate		\$0.00	\$104.04
Technician	\$70.00	\$104.04	\$67.63
CADD Technician	\$65.00	\$104.04	\$83.23
Administrative Support	\$70.00	\$93.64	\$72.83
Landscape Architect, Senior	\$150.00	\$208.08	\$124.85
Landscape Architect	\$140.00	\$176.87	\$83.23
Surveyor, Principal	\$150.00	\$130.05	\$156.06
Surveyor, Senior	\$120.00	\$114.44	\$104.04
Surveyor, Project	\$110.00	\$93.64	\$83.23
Survey Crew	\$130.00	\$140.45	\$140.45
Aerial Survey		\$0.00	\$1,244.32
Mobile Scanner	\$130.00	\$0.00	\$920.75
SUE Crew	\$135.00	\$201.84	\$151.90
Vacuum Excavation Crew		\$250.74	\$189.35
Planner, Principal	\$150.00	\$208.08	\$135.25
Planner, Senior	\$140.00	\$208.08	\$124.85
Planner	\$110.00	\$176.87	\$78.03
Scientist, Principal	\$250.00	\$208.08	\$150.86
Scientist, Senior	\$180.00	\$208.08	\$124.85
Scientist	\$115.00	\$176.87	
Scientist, Associate	\$105.00	\$135.25	
Geotechnical Engineer	\$150.00	\$176.87	
Other (may use additional sheet)			

Recommended Vendors:

Atlas Technical Consultants LLC
 2450 Commerce Ave. Suite 100
 Duluth, GA 30096
 P: 770-686-1006
todd.long@oneatlas.com

Geo-Hydro Engineers, Inc.
 1000 Cobb Place Blvd. Suite 290
 Kennesaw, GA 30144
 P: 706-354-1800
mike@geohydro.com

Precision Planning, Inc.
 400 Pike Blvd.
 Lawrenceville, GA 30046
 P: 770-338-8125
063DL@ppi.us

CAS Architecture
 1485 Natchez Way
 Grayson, GA 30017
 P: 678-646-7736
csmith@casarc.com

Hussey, Gay, Bell & Deyoung, Inc.
 4145 Shackleford Road, Suite 300
 Norcross, GA 30093
 P: 770-923-1600
csims@husseygaybell.com

CROFT & Associates
 3380 Blue Springs Road
 Kennesaw, GA 30144
 P: 770-529-7714
mark@croftae.com

Kimley-Horn and Associates, Inc.
 817 West Peachtree Street, NW, Suite 601
 Atlanta, GA 30308
 P: 678-533-3925
mike.rushing@kimley-horn.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 14, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase and Installation of a Security Camera System
Department:	Information Technology
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	\$851,339.86
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Award Purchase and Installation of a Security Camera System to the highest-scoring firm, A3 Communications, Inc., amount not to exceed \$851,339.86. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the designing, furnishing, installing, training, and support of a security camera system for eight (8) City facilities. It will be a complete and comprehensive turn-key system. It will replace three individual existing systems with one integrated system that will allow the City's staff to monitor and playback video. Staff negotiated various items such as additional software licenses, maintenance agreements, and a solar-powered option for the cameras at the Lawrenceville Lawn, Public Works, and other parking areas for an additional cost of \$67,709.85 to complete the system.

Background: The City has three (3) existing security camera systems. These disjointed systems are all different and do not combine to provide the City with a single integrated system solution.

Fiscal Impact: Amount not to exceed \$851,339.86. This project is funded by the ARPA Capital Outlay Funds (2301535.541000 & 3551535.541000). Project 02-024.

Attachments/Exhibits:

Score Tabulation
Cost Tabulation

PROPOSAL SCORE TABULATION

RP001-23
Security Camera System
Information Technology

			A3 Communications, Inc.	Com-Tech Communications of Georgia, Inc.	Howard Technology Solutions	Mobile Communications America, Inc.	Robert J. Young Company, LLC
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	50	Proposed System Specifications and Details	39.6	32.4	25.4	23.6	40
2	15	Vendor Background and Qualifications	15.6	12.6	7	11	11.2
3	15	Vendor's Experience / Past Projects	13.6	12.8	6.6	12.4	10.8
4	10	Product Availability and Installation Schedule	9	5.2	5.2	2.6	9.2
5	10	Price of Products & Services	5.7	4.3	10	6	4.7
6	20	Optional System Demonstration / Oral Presentation	13.6	16.8	N/A	N/A	15.6
TOTAL			97.1	84.1	54.2	55.6	91.5

Recommended Vendor:

A3 Communications, Inc.
 10700 Abbotts Bridge Road, Suite 140
 Duluth, GA 30097
 P: 404-382-9490 ext. 5108
ccalhoun@a3communications.com

RP001-23

Security Camera System

Information Technology

SECTION A: CITY HALL - PRODUCTS				A3 Communications, Inc.	Com-Tech Communications of Georgia, Inc.	Howard Technology Solutions	Mobile Communications America, Inc.	Robert J. Young Company, LLC
TOTAL SECTION A				\$61,900.41	\$56,496.21	\$31,643.68	\$56,239.40	\$81,512.91
SECTION B: POLICE DEPARTMENT- PRODUCTS								
TOTAL SECTION B				\$69,723.63	\$28,205.56	\$45,347.44	\$48,434.05	\$92,601.72
SECTION C: LAWRENCEVILLE PUBLIC WORKS- PRODUCTS								
TOTAL SECTION C				\$81,108.24	\$87,136.52	\$28,682.50	\$72,191.36	\$124,272.00
SECTION D: LAWRENCEVILLE ARTS CENTER- PRODUCTS								
TOTAL SECTION D				\$50,732.30	\$64,302.83	\$33,537.92	\$49,486.32	\$70,778.52
SECTION E: BOBBY SIKES PERFORMING ARTS CENTER- PRODUCTS								
TOTAL SECTION E				\$26,473.30	\$31,684.43	\$20,744.06	\$28,787.92	\$22,951.84
SECTION F: LAWRENCEVILLE LAWN AMPHITHEATER - PRODUCTS								
TOTAL SECTION F				\$46,908.94	\$15,674.90	\$9,012.80	\$19,206.05	\$84,540.03
SECTION G: PARKING DECK #1- PRODUCTS								
TOTAL SECTION G				\$41,652.49	\$53,625.74	\$21,676.37	\$56,010.48	\$36,039.04
SECTION H: PARKING DECK #2- PRODUCTS								
TOTAL SECTION H				\$38,216.92	\$91,191.78	\$16,404.68	\$46,780.06	\$31,901.84
SECTION I: CAMERA INSTALLATION AND CONFIGURATION - LABOR								
ITEM #	DESCRIPTION	APPROX. QTY		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	City Hall	1	LS	\$26,405.00	\$47,000.00	\$23,121.00	\$31,199.69	\$51,903.00
2	Police Department	1	LS	\$25,325.00	\$12,000.00	\$29,478.00	\$19,927.63	\$41,062.50
3	Lawrenceville Public Works	1	LS	\$32,125.00	\$132,000.00	\$21,764.00	\$46,947.59	\$46,647.00
4	Lawrenceville Arts Center	1	LS	\$31,000.00	\$94,875.00	\$25,313.00	\$24,951.35	\$41,062.50

COST TABULATION

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5	Bobby Sikes Performing Arts Center	1	LS	\$19,700.00	\$42,000.00	\$16,727.00	\$21,195.82	\$17,082.00
6	Lawrenceville Lawn Amphitheater	1	LS	\$29,575.00	\$10,000.00	\$9,543.00	\$9,103.42	\$30,222.00
7	Parking Deck #1	1	LS	\$34,700.00	\$34,000.00	\$21,989.00	\$32,265.12	\$17,082.00
8	Parking Deck #2	1	LS	\$44,075.00	\$84,000.00	\$16,633.00	\$26,685.56	\$13,140.00
TOTAL SECTION I				\$242,905.00	\$455,875.00	\$164,568.00	\$212,276.18	\$258,201.00
SECTION J: ANNUAL MAINTENANCE OF CAMERA SYSTEM								
ITEM #	DESCRIPTION	APPROX. QTY		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	City Hall	1	LS	\$7,064.43	\$7,800.00	\$5,372.00	\$20,583.75	\$12,523.20
2	Police Department	1	LS	\$7,603.89	\$9,900.00	\$6,851.00	\$12,163.13	\$10,827.35
3	Lawrenceville Public Works	1	LS	\$9,058.66	\$12,300.00	\$2,211.00	\$13,410.63	\$12,392.75
4	Lawrenceville Arts Center	1	LS	\$6,538.58	\$16,500.00	\$5,882.00	\$15,905.63	\$9,783.75
5	Bobby Sikes Performing Arts Center	1	LS	\$3,693.86	\$6,300.00	\$3,884.00	\$10,291.88	\$4,043.95
6	Lawrenceville Lawn Amphitheater	1	LS	\$6,118.72	\$1,500.00	\$2,211.00	\$2,183.13	\$3,652.60
7	Parking Deck #1	1	LS	\$6,108.20	\$5,100.00	\$5,108.00	\$7,173.13	\$4,043.93
8	Parking Deck #2	1	LS	\$6,583.35	\$6,600.00	\$3,862.00	\$5,613.75	\$3,130.80
TOTAL SECTION J				\$52,769.69	\$66,000.00	\$35,381.00	\$87,325.03	\$60,398.33
PROPOSAL TOTALS				A3 Communications, Inc.	Com-Tech Communications of Georgia, Inc.	Howard Technology Solutions	Mobile Communications America, Inc.	Robert J. Young Company, LLC
SECTION A TOTAL				\$61,900.41	\$56,496.21	\$31,643.68	\$56,239.40	\$81,512.91
SECTION B TOTAL				\$69,723.63	\$28,205.56	\$45,347.44	\$48,434.05	\$92,601.72
SECTION C TOTAL				\$81,108.24	\$87,136.52	\$28,682.50	\$72,191.36	\$124,272.00
SECTION D TOTAL				\$50,732.30	\$64,302.83	\$33,537.92	\$49,486.32	\$70,778.52

COST TABULATION

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9.

SECTION E TOTAL	\$26,473.30	\$31,684.43	\$20,744.06	\$28,787.92	\$22,951.84
SECTION F TOTAL	\$46,908.94	\$15,674.90	\$9,012.80	\$19,206.05	\$84,540.03
SECTION G TOTAL	\$41,652.49	\$53,625.74	\$21,676.37	\$56,010.48	\$36,039.04
SECTION H TOTAL	\$38,216.92	\$91,191.78	\$16,404.68	\$46,780.06	\$31,901.84
SECTION I TOTAL	\$242,905.00	\$455,875.00	\$164,568.00	\$212,276.18	\$258,201.00
SECTION J TOTAL	\$52,769.69	\$66,000.00	\$35,381.00	\$87,325.03	\$60,398.33
TOTAL	\$712,390.92	\$950,192.97	\$406,998.45	\$676,736.85	\$863,197.23
10% City Contingencies	\$71,239.09	\$95,019.30	\$40,699.85	\$67,673.69	\$86,319.72
GRAND TOTAL	\$783,630.01	\$1,045,212.27	\$447,698.30	\$744,410.54	\$949,516.95



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 14, 2022

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Renewal of Managed Firewall and Network Engineering Services Agreement with Cira Infotech, Inc.
Department:	Information Technology
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	\$7,507 per Month for 36 Months
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Approval to renew Professional Services agreement with Cira Infotech to provide managed firewall and network engineering services for \$7,507.00 per month for 36 months. Authorization for the Mayor to execute contracts subject to approval by the City Attorney.

Summary: Staff is seeking approval to renew our agreement with Cira Infotech, Inc. to provide Managed Firewall services for the City's seven (7) firewalls, endpoint detection and response services for 420 endpoints, and provide network engineering services and support for the City's network. In this renewal, we are adding support for 3 additional firewalls that support the Guest Network and the Parking Guidance Systems, and Vulnerability Assessment Services.

Background: Cira Infotech, Inc. specializes in providing professional network and security engineering services and has over 100 certified engineers on staff. Their knowledge and past experience of the City's IT systems makes them a valued and trusted partner. Cira Infotech often advises and assists with the implementation of systems to make sure they integrate with the existing systems and are implemented so that the City's data and systems are secure.

Fiscal Impact: \$7,507 per Month for 36 Months. (1001537.522210 Service Contracts & 3551535.541000 Project 02-030).

Attachments/Exhibits:
Agreement

Managed Services Agreement - Renewal

City of Lawrenceville, GA

Agreement #: XXXXX

Due November 3, 2022

Submitted by:

ALTON KIZZIAH

EVP & GM, TECHNOLOGY SOLUTIONS GROUP

4320 West Kennedy Boulevard | Suite 200

Tampa, Florida 33609

813.327.4717

Akizziah@mgtcons

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“Cira Infotech, Inc”

5755 N Point Parkway, Suite 81 & 82
Alpharetta, GA 30022

Managed Firewall Services Agreement to Perform “Managed Firewall, Network and EDR services” to the client “City of Lawrenceville, GA”

Date

November 3, 2022

Services Performed By:

“Cira Infotech, Inc”
5755 N Point Parkway, Suite 81
& 82
Alpharetta, GA 30022

Services Performed For:

“City of Lawrenceville, GA”
70 S Clayton Street, P.O. Box
2200, Lawrenceville, GA
30046, USA

This Managed Firewall Services Agreement (MFSA) is issued for the Managed Services contract between “City of Lawrenceville, GA” (“Client”) and “Cira Infotech, Inc” (“Supplier”), effective December 1st, 2022 (the “Agreement”). This MFSA is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

Period of Performance

The Services shall commence on December 1st, 2022, and shall continue for a period of 36 Months.

Engagement Resources

The following CIT Resources shall be engaged on a Shared basis model for the duration of this project. CIT reserves the right to assign resources to this project based on the requirement and availability of resources.

Name	Designation
Mahesh Garikota	Head – IT Operations and Delivery
Ashok Pilla	NOC Manager
NOC Resources	Network Operations team including Palo Alto and Check Point Certified Engineers Level 2 and Level 3 Resources

CIT's Understanding of the City of Lawrenceville's environment

CIT has the following understanding of the client.

- ❖ The Client “City of Lawrenceville” currently has Palo Alto Firewalls at City Hall and Check Point Appliances at the Police Dept. City Parking facilities has Fortinet 60E firewall. COL has CrowdStrike Falcon as EDR solution across all end points.

Systems or devices in scope

1. The following components are currently installed at City of Lawrenceville and Police Department

Part Number	Product Description	Location	Quantity
CPAP-SG5200-NGTP	5200 Next Generation Threat Prevention (NGTP) Appliances at – to be replaced by PA 3200 series firewalls by April 2023.	City Hall	2
PA-3220	3220 Palo Alto appliances with Next Generation blades at the Police Department	Police Department	2
FORTI NET-100E	Fortinet 100E firewalls with Next Generation Features	City Hall	1
FORTI NET-60E	Fortinet 60E with Next Generation Features	City Parking Facilities	2
CS-FALCON	Endpoint Security Support (CrowdStrike Falcon)	City & PD Laptops, Workstations and Servers	420
PAN-PRA-25	Palo Alto Panorama Virtual Software – Centralized management device	City Hall	1
CIT-VA	Quarterly Vulnerability Assessments and Reporting on Servers	City Hall and PD	50 Servers

Summary

- 7 x Firewalls devices in total
- 1 x Firewall management server
- 420 Endpoints for EDR service

Scope of Work

Firewall Managed Services:

- 24x7 Device Software Hardware Health Monitoring and Alerting
- Policy Provisioning: Day to Day Firewall changes (No more than 5 changes a week or 20 changes a month)
- Incident Handling (Any issues with the Firewall including break-fix)
- Maintain the Firewall Currency including Hotfixes, Upgrades, Threat Prevention, and other updates
- Tweaking of Firewall configurations / Troubleshooting any connectivity issues through the firewall
- Maintain currency of the OS and blades on the firewalls and firewall management server
- Support all blades as licensed and configured
- Responsible to work with issues related to the product and resolving them by working with the vendor Support team including RMA
- Backup and Restore of Configurations on regular basis.
- Replace the gateways and bring them operational in the event of a hardware/software fault
- Annual audit of system configurations; compare against best practices and industry standards
- Monthly device and system state reporting
- Documentation for system state and changes



Endpoint Detection and Response Services:

- Policy Provisioning: Day to Day policy changes
- Threat review and updates: update threat policies per SOC and vendor recommendations to mitigate or protect against known IOCs and Signatures
- Main the stable CrowdStrike EDR version per vendor recommendations
- Update EDR policy detection and protection levels based on industry trends, and suggestions from SOC and CrowdStrike Threat Defense.
- Periodic cleanup for Endpoints on the console to save licenses and preserve historical data for compliance and forensic needs
- Investigate all critical and high detections; make necessary policy or signatures changes to protect the environment against threats
- Monthly systems and environment status report
- Documentation of system state and all changes.

Vulnerability Assessment Service:

- Perform quarterly vulnerability scans on all servers at City Hall and the Police Department
- Generate findings report
- Comparison of the report against previous data and provide metrics on areas of improvement and attention
- Quarterly management reporting

General Services:

- Follow the ITIL change and incident management process using the CIT ITSM tool
- Monthly management meeting with reporting on all services
- Dedicated client services manager or a project manager
- 24x7 hotline for emergency service requests, changes, or troubleshooting needs
- Prepare systems in scope for any internal projects

Additional value-add services:

- Advanced Network support – limited to 5 hours per month
 - Configuration review of network switches and wireless controller
 - Configuration of VLANs, Trunking, STP, VTP, SNMP, etc. on network devices
- Monthly 2 hours for Server consulting service, support of enterprise applications like AD, DNS, DHCP, Hyper-V, and Azure AD.
- Once the City Hall firewalls are migrated, the scope will be automatically updated to include support for the new firewall hardware platform and remove the old firewalls

Service Level Objectives (SLO)

The following Service Level Objective (SLO) will be applicable:

- 2 Hour response for any Monitoring Alert (SNMP based) via email/ticket
- 4 Hour response for any Priority 1 issues such as Hardware failure and major outage during business hours and 8-hour response outside of business hours
- 6 Hour response for any Priority 2 issues such as minor/partial impact to business during business hours and 24 hours response outside of business hours
- 2 Business Day response for any Priority 3 issues such as non-impact/low-impact issues
- Same Business Day response from high-impact changes (provided changes are communicated via email or phone call before 12 Noon. Changes communicated after 12 noon will be processed the next business day)
- 2 Business Day response for any of the regular changes.

CIT Out of Scope

- Hardware and software Ownership, Licenses, and Manufacturer support are COL's responsibility
- Review Issues related to applications or databases not related to the Firewall
- Network Device Configurations on the upstream and downstream devices
- Physical Hands and Eyes
- Anything not specified in the In-Scope section above.
- Remediation of vulnerabilities found during vulnerability assessment will be out of the scope of CIT. VA services are limited to scanning and reporting

City of Lawrenceville to Provide

- Access to the COL Network Architecture Documentation If any
- Network Configurations/Access to the upstream and downstream Switches/Routers etc. as needed
- Firewall Configurations and Access including Console
- Access to Check Point and Palo Alto Support Portal for CIT resources to download licenses as well as log service requests for the current hardware.
- B2B VPN with Cira SOC at Alpharetta GA and Remote Access account to access Data Centers (for device monitoring and supporting)

Completion Criteria

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

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

Consultation Charges

CIRA INFOTECH is pleased to provide Managed services to the City of Lawrenceville as described in the above sections for a fixed monthly cost. The Ongoing Managed services will start from the date of signing the contract and will continue for a period of 36 Months. At the end of 36 Month Contract. In the event that there is a need to expand or change the scope or schedule of this engagement, a formal addendum will be executed, and additional fees may apply.

Monthly Managed Services Cost	Duration	Service covering both City of Lawrenceville and Police Dept.
\$ 7,507 / Month (\$ 270,240 for 3YRs)	36 Months	As defined in the Scope and CIT Scope sections above

Note: This pricing quote is valid for sixty (60) days from the date of this Proposal and is based on Net 30 days Payment term. This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available from City to satisfy the obligations of the City under the contract



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Approval of a New Street Racing and Reckless Driving Exhibitions Ordinance
Department:	City Manager
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	None anticipated
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of a New Street Racing and Reckless Driving Exhibitions Ordinance

Summary: It is requested that Council approve a New Street Racing and Reckless Driving Exhibitions Ordinance as an amendment to the Code of Ordinances, Chapter 26, Offenses and Miscellaneous Provisions by adding Sec. 26-6. This Ordinance will give the Police Department additional authority in line with State law to address illegal street racing and reckless driving and for such cases to be heard in Lawrenceville Municipal Court.

Fiscal Impact: It is not anticipated that this Ordinance will add any costs to City operations.

Attachments/Exhibits: Draft Ordinance

ORDINANCE NO. _____

**APPROVING A NEW STREET RACING AND RECKLESS DRIVING EXHIBITIONS
ORDINANCE**

WHEREAS, the City Council of the City of Lawrenceville is charged with the protection of the health, safety and welfare of the residents and visitors of the City of Lawrenceville; and

WHEREAS, the Official Code of Georgia Annotated authorizes cities to adopt ordinances for the governing and policing of the City; and

WHEREAS, violations of such ordinances may be punished by fine or imprisonment or both; and

WHEREAS, there has been an increase in street racing and reckless driving activities in the incorporated areas of the City over the past few years; and

WHEREAS, street racing has drawn spectators, causing a disturbance of the peace and a threat to public safety; and

WHEREAS, street racing has caused occurrences of public streets being shut down and made impassable; and

WHEREAS, street racing and reckless driving may result in loss of life and property damage in the City of Lawrenceville; and

WHEREAS, establishing an ordinance to prohibit the organization of and participation in street racing exhibitions would enable the City of Lawrenceville Police Department to more effectively combat the occurrence of such behavior; and

WHEREAS, the City Council of the City of Lawrenceville finds that the creation of a Street Racing and Reckless Driving Exhibitions ordinance is in the best interest of the residents and visitors of the City of Lawrenceville to promote public safety and ensure the well-being of motorists and pedestrians.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lawrenceville that a Section 26-6, entitled "Street Racing and Reckless Driving Exhibitions", as set forth herein, shall be added to Chapter 26 of the City of Lawrenceville Code of Ordinances.

Chapter 26 – OFFENSES AND MISCELLANEOUS PROVISIONS

Sec. 26-6 – STREET RACING AND RECKLESS DRIVING EXHIBITIONS

(a) – Definitions.

As used herein, the following terms shall have the meanings ascribed to them below:

Illegal street racing shall mean a motor vehicle speed contest using public highways, streets, rights-of-way, public or private driveways, airport runways, or parking lots in violation of applicable motor vehicle and traffic laws, OCGA 40-6-186, drag racing or racing and/or OCGA 40-6-251, laying drags. *Illegal street racing* may include, but is not limited to, situations in which: (1) a group of motor vehicles or individuals has gathered at a location for the purpose of participating in such an event; (2) a group of individuals has gathered on private property open to the general public without the consent of the owner, operator, or agent thereof for the purpose of participating in such an event; (3) one or more individuals has impeded the free public use of a public street, sidewalk, highway, public or private driveways, airport runways, or parking lots by actions, words, or physical barriers for the purpose of conducting such an event; (4) two or more vehicles have lined up with motors running for an illegal motor vehicle speed contest or exhibition of speed; (5) one or more drivers is revving his engine or spinning his tires in preparation for the event; or (6) an individual is stationed at or near one or more motor vehicles serving as a race starter.

Organizer shall mean any individual who in any manner knowingly takes part in the planning, organization, coordination, facilitation, or sharing of the location of any illegal street racing or reckless driving exhibition or collects money in connection with an illegal street racing or reckless driving exhibition, in violation of Code Section 40-6-186, or of laying drags, in violation of Code Section 40-6-251.

Participant shall mean any individual who is knowingly present at an illegal street racing or reckless driving exhibition for the purpose of actively taking part in the event, through conduct including, but not limited to: riding in a race vehicle as a passenger; assisting the organizers and/or drivers in carrying out the event; or exchanging money or anything of value with any driver, car owner, organizer or other participant in connection with the event. For the purpose of this definition, a person who is a mere bystander, passerby, or observer not aware of the illegal activity shall not be deemed a participant.

Promoter any person who knowingly promotes an exhibition of illegal drag racing, in violation of Code Section 40-6-186, or of laying drags, in violation of Code Section 40-6-251. The terms promote shall include, but not be limited to: advertising, posting, or sharing the location of any illegal street racing or reckless driving exhibition or taking video or photographic images for purpose of promoting and/or profiting from the event.

Reckless driving exhibition is when any person drives any vehicle in reckless disregard for the safety of persons or property.

Spectator is an individual person who is a bystander or observer of an illegal street racing or reckless driving exhibition.

(b) – Violations.

- (1) No person shall knowingly act as an organizer of an illegal street racing or reckless driving exhibition.
- (2) Except as provided elsewhere in this section, no person shall knowingly act as a participant in, or spectator of, an illegal street racing or reckless driving exhibition, as defined herein.
- (3) Nothing in this section prohibits law enforcement officers or their agents from being participants or spectators at an illegal street racing or reckless driving exhibition in the course of their official duties.
- (4) This section shall not apply to licensed or duly authorized racetracks, drag strips, or other designated areas set aside by proper authorities for such purposes.
- (5) In all cases of violations of this ordinance, the person charged shall appear in the City of Lawrenceville Municipal Court.

(c) – Penalties.

Violations of this section shall be punished as follows:

- (1) Organizers, promoters, and those driving motor vehicles shall be punished by a fine not to exceed \$1,000.00, imprisonment for a term not to exceed six months, or any combination thereof, subject to all limitations contained in applicable state law.
- (2) All other participants other than spectators shall be punished by a fine not to exceed \$500.00, imprisonment for a term not to exceed six months, or any combination thereof, subject to all limitations contained in applicable state law.
- (3) Spectators shall be punished by a fine not to exceed \$300.00, imprisonment for a term not to exceed six months, or any combination thereof, subject to all limitations contained in applicable state law.
- (3) Any motor vehicle used in illegal street racing or reckless driving exhibition as defined in this section may be removed and impounded by police to the extent authorized by applicable state law, or pursuant to a warrant issued by a court of competent jurisdiction. An impounded vehicle may be held in impound for not less than

30 days or final adjudication of the case, to the maximum extent allowed under state law.

(d) - Proving a Violation.

Notwithstanding any other provision of law, to prove a violation of this section, admissible evidence may include, but is not limited to, any of the following:

- (1) The time of day;
- (2) The nature and description of the scene;
- (3) The number of people at the scene;
- (4) The location of the individual charged in relation to any individual or group present at the scene;
- (5) The number and description of motor vehicles at the scene;
- (6) That the individual charged drove or was transported to the scene;
- (7) That the individual charged has previously participated in an illegal street racing or reckless driving exhibition;
- (8) That the individual charged has previously aided and abetted an illegal street racing or reckless driving exhibition;
- (9) That the individual charged has previously organized an illegal street racing or reckless driving exhibition; or
- (10) That the individual charged previously was present at a location where preparations were being made for an illegal street racing or reckless driving exhibition or where an illegal street racing or reckless driving exhibition was in progress.

(e) This ordinance shall be enforced by the City of Lawrenceville Police Department.

(f) This Ordinance shall be effective on January 1, 2023.

(g) All ordinances, resolutions, or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

IT IS SO ORDAINED this __ day of December, 2022.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

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

Item:	SUP2022-00076 & SUP2022-00077; RV & JV Properties and Jesus Villalobos; 108 McConnell Drive
Department:	Planning and Development
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	None
Presented By:	Todd Hargrave, Director of Planning and Development
Planning and Development Recommendation:	Denial
Planning Commission Recommendation:	Recommendation to be provided at meeting

Summary: The applicant requested a Special Use Permit to allow Automobile Sales (Auto Broker) with Outdoor Storage. The subject property is a 0.33-acre parcel zoned BG (General Business District), located along the southern right-of-way of McConnell Drive perpendicular to Highway 120/West Pike Street.

Attachments/Exhibits:

- SUP2022-00076_Report
- SUP2022-00076_Application
- SUP2022-00076_Letter of Intent
- SUP2022-00076_Survey
- SUP2022-00076_Site Plan



LAWRENCEVILLE

Planning & Development

CASE NUMBER: SUP2022-00076 & SUP2022-00076

APPLICANT: JESUS VILLALOBOS

OWNER: RV & JV PROPERTIES, LLC.

CONTACT: JESUS VILLALOBOS

PHONE NUMBER: 678-508-3794

LOCATION: 108 MCCONNELL DR

PARCEL ID: R5144 017

ACREAGE: 0.33

ZONING PROPOSAL: TO ALLOW AUTOMOBILE SALES (AUTO BROKER)
AND OUTDOOR SALES AS A SPECIAL USE

PROPOSED DEVELOPMENT: GENERAL BUSINESS

DEPARTMENT RECOMMENDATION: **DENIAL**

VICINITY MAP





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Planning & Development

12.

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 3,172 square-foot two-story commercial building, accessory driveways, and parking.

Article 1 Districts, Section 102.11, B. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	No Minimum	14,574 sq. ft.	NA
Minimum Lot Width	No Minimum	81.7 feet	NA
Minimum Front Yard Setback	50 feet	50 feet	NA
Minimum Rear Yard Setback	10 feet	58 feet	NA
Minimum Side Yard Setback	10 feet	6 feet	NA
Impervious Surface Coverage	95%	NA	NA
Maximum Building Height	35 feet	NA	NA

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Automobile Sales (Outdoor Sales) and related service	Special Use Permit	Special Use Permit	Denial

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.8 Automobile Sales or Auction and Related Service (Use or New Car Outdoor Sales Lot) reads as follows:

“Automobile Sales or Auction and Related Service (Used or New Car Outdoor Sales Lot)



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- A. *No used car lots are permitted within 100 feet of any residential property.*
- B. *No lots smaller than 25,000 square feet.*
- C. *All buildings must have a permanent foundation. Architectural exterior treatments must consist of brick, or stone.*
- D. *The building must be at least 1000 square feet.*
- E. *No metal building facades; and*
- F. *A 15-foot landscaped buffer shall be provided fronting the street.”*

In conclusion, in 2016 the City Council has publicly stated they intend to limit automobile sales and associated service facilities to an area along the Buford Drive corridor extending from its intersection with CSX Transportation Railroad (overpass) to the southern right-of-way intersection of Buford Drive and Georgia Highway 316/University Parkway. Additionally, the parcel is smaller than the required minimum of 25,000 square feet.



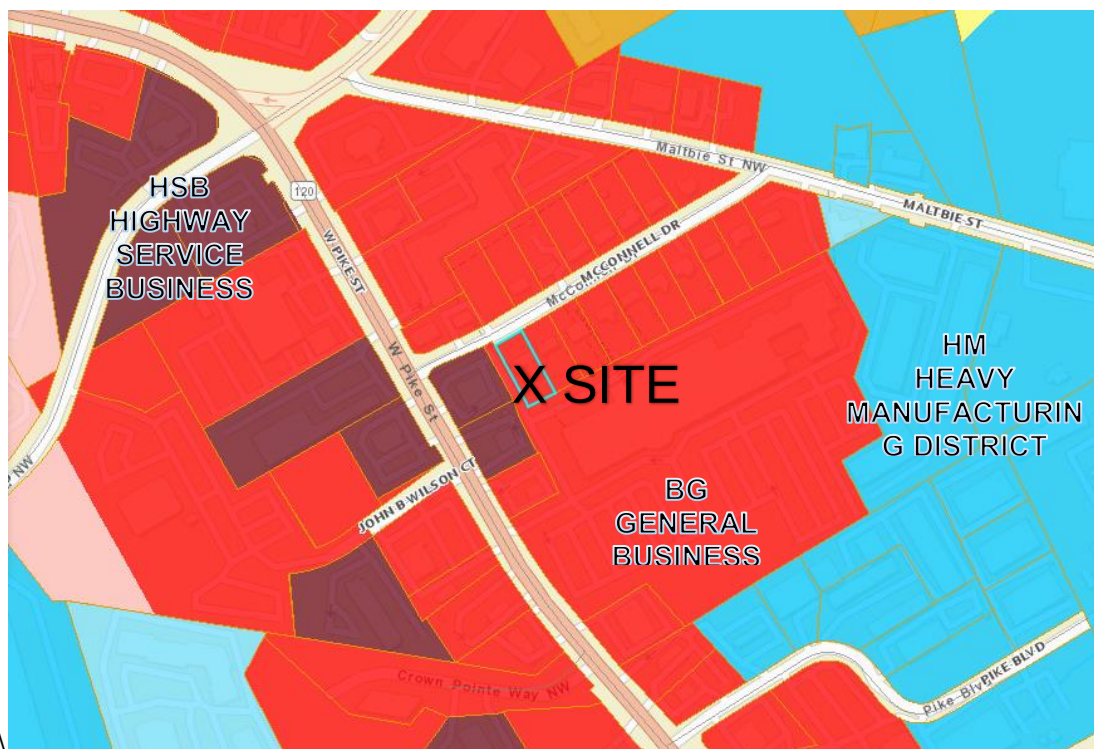
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SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses. There are manufacturing uses farther out.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





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2040 COMPREHENSIVE PLAN

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Community Mixed-Use Character Area. The Community Mixed Use character area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown, and could benefit from the “halo effect” of high-quality development already happening nearby.

For this to happen, heavy industrial and noxious uses would need to relocate, and dumping and other poor environmental practices must be eliminated. The proposed request to include automobile sales and related services could be incompatible with the intent of the 2040 Comprehensive Plan, due to the City Council setting a precedent to have automobile sales on the Buford Corridor.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





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Planning & Development

12.

STAFF RECOMMENDATION

The requested Special Use Permit allowing automobile sales and outdoor storage may be counter to the emphasis of the City Council's efforts to improve the overall image of the City of Lawrenceville. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** for the requested Special Use Permit.



LAWRENCEVILLE

Planning & Development

12.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

BUILDING INSPECTIONS

No comment

CODE ENFORCEMENT

The City of Lawrenceville Planning and Development Department has an open code citation associated with the subject property (CEU2022-05062). This case concerns an ongoing lack of a business license and noncompliant outdoor storage (multiple untagged vehicles on lot). The final court hearing is scheduled for 12-22-2022.

There is one closed code violation on records for the subject property, CEU2019-01212. This case concerned a junked vehicle parked on the premises, which was removed and brought into compliance.

DAMAGE PREVENTION DEPARTMENT

No comment

ELECTRIC DEPARTMENT

This property will be served by the City of Lawrenceville Electric Department.

ENGINEERING DEPARTMENT

No comment

GAS DEPARTMENT

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

STREET AND SANITATION DEPARTMENT

The property will be served by the City of Lawrenceville Street and Sanitation Department.



LAWRENCEVILLE

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

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

As proposed the plan would not be suitable given the precedent established by the City Council relating to Automobile Sales (Outdoor Sales), and related service facilities.

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

Antiquated policies have adversely affected the economic stability of the City of Lawrenceville. Therefore, the City Council has taken the initiative to make decisions that are consistent with the policies relating to the long-range plans for the immediate area for the City to flourish.

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

The property has a reasonable economic use as currently zoned.

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

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

5. **Whether the zoning proposal conforms with the policy and intent of the Comprehensive Plan.**

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits.



LAWRENCEVILLE

Planning & Development

12.

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

The request represents an opportunity to for the City Council to maintain consistency with the intent of the 2040 Comprehensive Plan and the beginning of a long overdue zoning cleanup in this area.



LAWRENCEVILLE

Planning & Development

ADDITIONAL EXHIBITS:



PLANNING COMMISSION
RECOMMENDED CONDITIONS

SUP2022-00077:

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

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

1. Storage shall be limited to the rear of the property screened from view from McConnell Drive and behind the by the existing of opaque fence.
2. Parking in the front of the property shall be designated for customer parking only.
3. All vehicles must be parked in striped designated spaces and all required access aisles must remain open.
4. Under no circumstances shall the owner or occupant of the property keep any junk, scrap, metal, rags, paper, abandoned, wrecked, or junked or scrap material or any parts thereof.
5. All loading and unloading of vehicles in need of service shall occur in the rear/screened portions of the property.
6. No work on vehicles is to be conducted on site.
7. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
8. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
9. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
10. Outdoor storage of any items and/or materials unrelated to the Special Use shall be prohibited.
11. Dumpsters shall be restricted to the rear of the property.

12. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
13. Sign twirling is prohibited on the property.
14. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.



LAWRENCEVILLE

GEORGIA

SPECIAL USE APPLICATION

The application and all required documents must be complete and fees must be paid or the application will not be accepted.

Documents, exhibits and fees required at the time of application submittal:

1. Application Form (signed and notarized)
2. Disclosure of Campaign Contributions Form
3. Letter of Intent describing the proposed zoning change and development
4. Typed, metes and bounds Legal Description
5. Boundary survey (sealed by a Registered Land Surveyor)
6. Site Plan/Rezoning Exhibit: Provide one 11"x 17" copy and six full size copies:
 - a. Prepared by a Registered Land Surveyor, Professional Engineer or Landscape Architect
 - b. Drawn to scale of 1"= 50' or greater
 - c. Show property line data (metes and bounds) as well as existing infrastructure and existing site conditions, including:
 - i. Existing structures
 - ii. Full width of existing streets and intersecting streets
 - iii. Streams, stream buffers and impervious setbacks
 - iv. Flood hazard zones (reference source of data)
 - v. A vicinity map
 - d. Show proposed improvements, including:
 - i. Proposed buildings, setbacks, buffers and required screening
 - ii. Proposed streets, ingress/egress, driveways, sidewalks and parking
7. Application Fee
 - a. Payment may be made in cash, check or credit card (Visa, MasterCard). Please make checks payable to the City of Lawrenceville. One check is preferred.



LAWRENCEVILLE

GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

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

The written notice shall include:

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

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

Notification Sign

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

CASE NUMBER

DATE

ACKNOWLEDGED BY (PRINT NAME)

SIGNATURE

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



LAWRENCEVILLE

GEORGIA

PUBLIC HEARING PROCESS

The Applicant is required to appear at the Planning Commission Meeting, the City Council Work Session, and the City Council Public Hearing. Failure to attend a meeting may result in tabling of the application until the next meeting of that group. However, the Planning Commission and the City Council may act on the application should they so choose. Meeting dates, times and place are as published in the Rezoning Schedule.

1. Approximately one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be available at the Planning and Development office.
2. The applicant shall appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. Any opposition to the rezoning request will be given equal time to present its case. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.
3. The applicant shall be present at the City Council Work Session. The applicant may be asked to present their case, or to answer questions, at the desire of the City Council.
4. The applicant shall appear before the City Council for the Public Hearing. The applicant and any opposition will be given equal time to present their cases. The City Council may ask questions of the applicant and opposition prior to making their final decision regarding the application.
5. If the special use application is denied by the Mayor and City Council, any new application for the same use classification on subject property may not be submitted for at least twelve (12) months from the date of denial. Application for a different zoning classification may be submitted after six (6) months from the date of the denial.



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Rosalia Villalobos</u> <u>AV & JV Properties LLC</u>	NAME: <u>Rosalia Villalobos</u>
ADDRESS: <u>108 McConnell Dr</u>	ADDRESS: <u>108 McConnell Dr</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>678-595-9915</u>	PHONE: <u>678-595-9915</u>
CONTACT PERSON: <u>Rosalia Villalobos</u> PHONE: <u>678-595-9915</u>	
CONTACT'S E-MAIL: <u>rvjvproperties@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): _____ ACREAGE: <u>0.3300</u>	
PARCEL NUMBER(S): <u>R 5144 017</u>	
ADDRESS OF PROPERTY: <u>108 McConnell Dr Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Outdoor Storage</u>	

Rosalia Villalobos 9/30/2022
SIGNATURE OF APPLICANT DATE

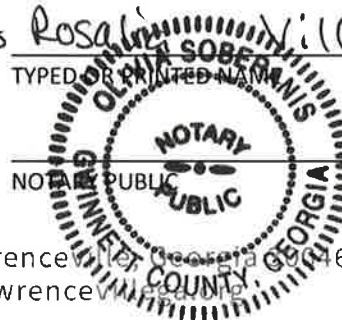
Rosalia Villalobos 9/30/2022
SIGNATURE OF OWNER DATE

Rosalia Villalobos / rvjvproperties LLC
TYPED OR PRINTED NAME

Rosalia Villalobos
TYPED OR PRINTED NAME

Olivia Soberanis 9-30-22
NOTARY PUBLIC DATE

Olivia Soberanis 3-17-25
NOTARY PUBLIC DATE



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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

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LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER:

(Map Reference Number)

District

Land Lot

Parcel

R 5144-017

Rosalia Villalobos
Signature of Applicant

9/30/2022
Date

Rosalia Villalobos Owner
Type or Print Name and Title

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

City of Lawrenceville

~~TAX COMMISSIONER'S USE ONLY~~

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

JASSO E. ABULAL
NAME

Finance Clerk
TITLE

9-30-2022
DATE

2021 TAXES PAID IN FULL
2022 TAXES OUTSTANDING

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

LETTER OF INTENT

RV & JV Properties LLC
108 McConnell Dr
Lawrenceville, Ga 30046

September 30, 2022

Subject: Outdoor Storage

To: City of Lawrenceville

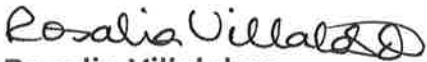
I'm requesting the City of Lawrenceville, to let us use Outdoor Storage in back of our Offices.
At RV & JV Properties LLC 108 McConnell Dr Lawrenceville Ga 30046.

Our Commercial Building is gated and fenced in the back with concrete and gravel, no grass in the back. It will be used to store vehicles of the Business that are currently renting our Offices or in the future as needed, Or any Personal or Private Vehicles.

I'm aware that the City of Lawrenceville requires this particular Use Permit for this purpose. RV & JV Properties LLC already is in business, Rosalia Villalobos is the Owner and Also the Owner of the Property, for which I'm requesting this permit I have been living in the City of Lawrenceville since 2001.

And I would like to continue living here for many more years and contribute to the Success of the City, by having my Business in here.

Sincerely yours


Rosalia Villalobos

Owner
RV & JV Properties LLC

EXHIBIT A
Permitted Exceptions

- (a) All taxes for the year ~~2015~~₂₀₂₁ and all subsequent years.
- (b) Riparian rights incident to the premises.
- (c) All matters described and depicted on that plat of Survey for Kevin J. Watts, prepared by Advance Survey, Inc., sealed and certified by Lannes K. Burkhalet, GRLS No. 2581, dated 04/11/1995, and recorded in Plat Book 66, Page 197-B, Gwinnett County, Georgia records.
- (d) Easement dated 08/24/1993, from Lawrenceville West Shopping Center Partnership to Bellsouth Telecommunications, Inc., recorded 09/02/1993, in Deed Book 9259, Page 100, aforesaid records.
- (e) All matters described and depicted on that certain Boundary Survey for Kevin Watts, prepared by Boundary Zone, Inc., sealed and certified by Christopher W. Hodge, GRLS No. 2941, dated 04/11/2007.
- (f) All restrictions, covenants, easements, and rights of way of record, if any.

LEGAL DESCRIPTION
 LOT 5, HOYT BAGWELL SUBDIVISION
 #108 McCONNELL ROAD, LAWRENCEVILLE, GEORGIA

All that tract or parcel of land lying and being in Land Lot 144 of the 5th Land District, Gwinnett County, Georgia, being Lot 5 of the revised subdivision plat for Hoyt Bagwell and also shown on the plat prepared for Kevin Watts by Christopher Hodge with Boundary Zone, Inc., dated 4-11-2007, containing 0.336 acres of land, and being more particularly described as follows:

COMMENCING at the centerline intersection of West Pike Street with McConnell Road;
 THENCE 229.70 feet in a Northeasterly direction to a point;
 THENCE, South 25 degrees, 53 minutes, 03 seconds East for a distance of 30.00 feet to a ½" Rebar on the Southerly margin of the right of way for McConnell Road and at the TRUE POINT OF BEGINING;

THENCE, North 63 degrees, 51 minutes, 25 seconds East for a distance of 80.15 feet to a ½" rebar also along the Southerly margin of the right of way for McConnell Road;
 THENCE, South 25 degrees, 49 minutes, 17 seconds East for a distance 184.36 feet to a ½" rebar;
 THENCE, South 66 degrees, 15 minutes, 55 seconds West for a distance 80.00 feet to a ½" rebar;
 THENCE North 25 degrees, 53 minutes, 03 seconds West for a distance of 181.00 feet to a ½" rebar on McConnell Road which is ALSO THE TRUE POINT OF BEGINNING.

Together with all easements affecting said property.

108 Mc. CONNELL DRIVE
LAWRENCEVILLE, GEWINNETT, GEORGIA, 30045

ENGINEER

ELECTRICAL ENGINEER

MECHANICAL ENGINEER

MECHANICAL ENGINEERING

PLUMBING ENGINEERING

ARCHITECTI

AUGUST 3, 1950

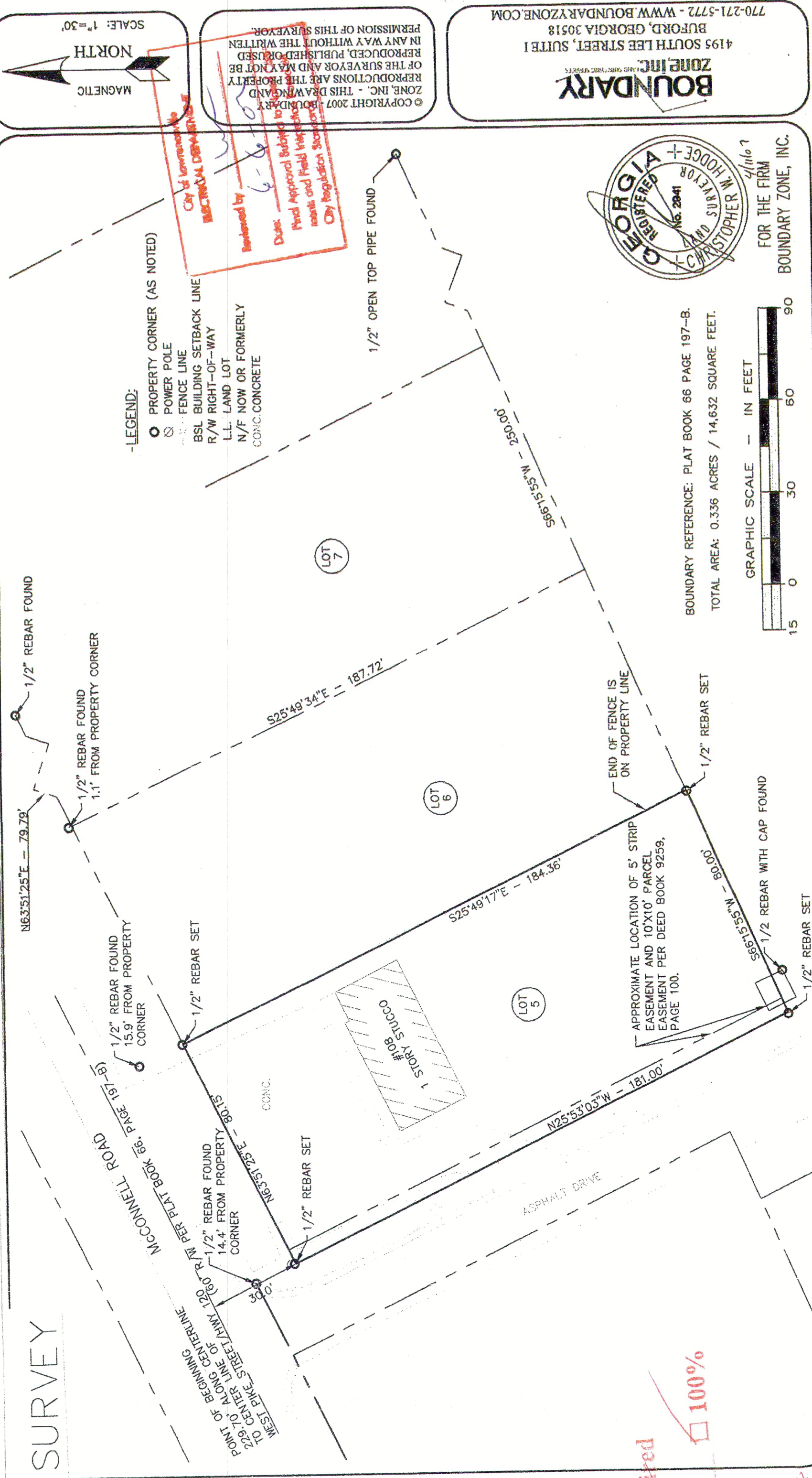
MR. ESTEBAN ACEVEDO

678 — 549 — 19 87

—

and 7.2.2.4.6 (1), 2000 edition.
occupancies separations) shall be provided per the international building code, chapter 3, 2000 edition.
separations shall be provided per the international building code, chapter 3, 2000 edition.

SURVEY



ONE FOOT IN 10,000+ FEET, AND ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THE PROPERTY.

GWINNETT COUNTY, GEORGIA - 04/11/07

BOUNDARY REFERENCE: PLAT BOOK 66 PAGE 197-D.

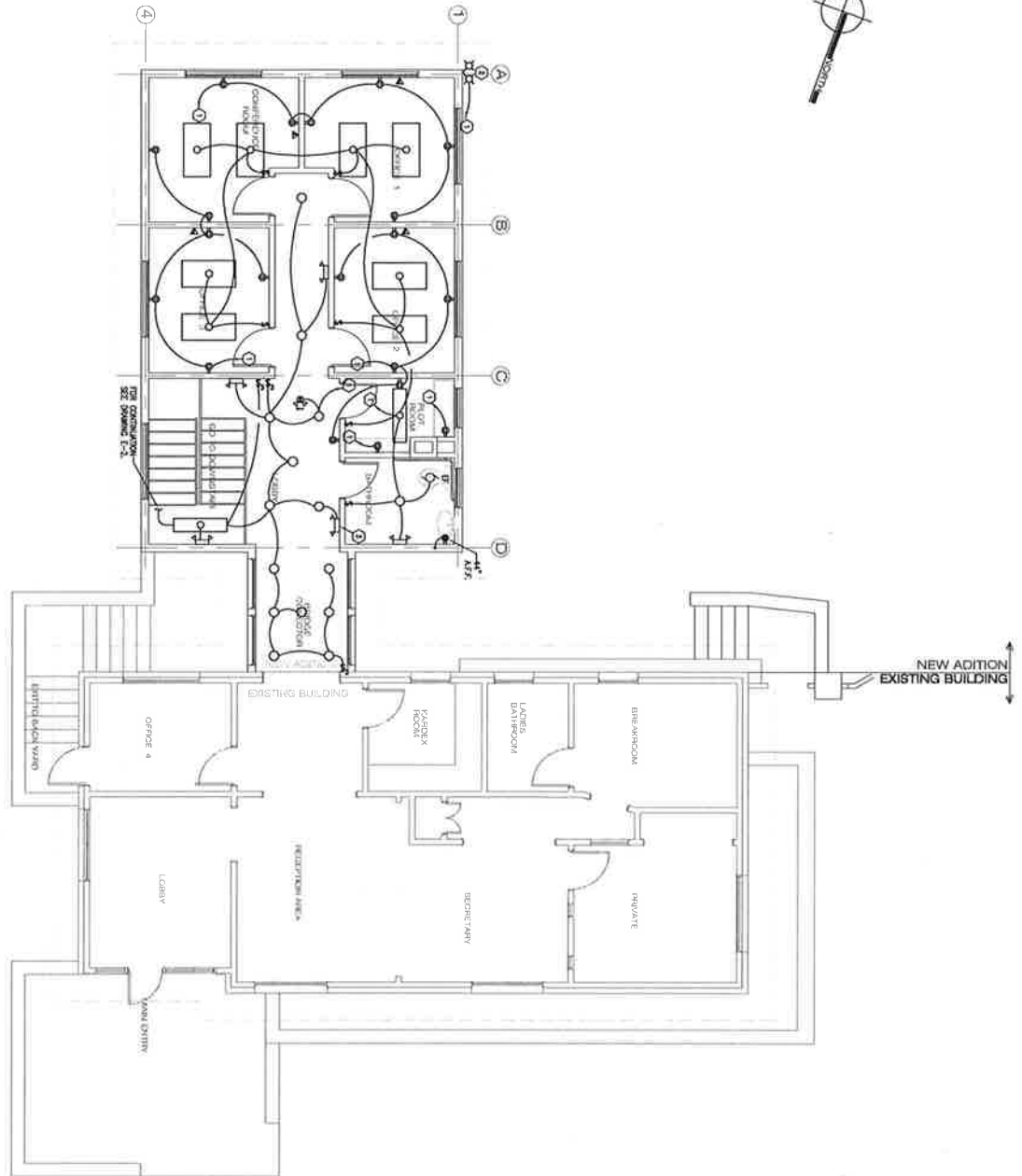
TOTAL AREA	U.S. \$B	HUKLES	CO / FT
	11.00Z		087

HEATED AREA	FIRST FLOOR	SQ/FT.
NONE HEATED AREA	BASEMENT	952

OCCUPANCY TYPE AND LOAD

OCCUPANCY TYPE : business

OCCUPANCY LOAD : 11 persons



FIRST FLOOR PLAN - ELECTRICAL
SCALE: 1/4" = 1'-0"

$$2-1 = 1/1.708$$

KEYED NOTES:

- ① EXTEND WIRE AND CONDUIT TO THE NEW PANEL AND CONNECT TO 20A/1P CIRCUIT BREAKER.
- ② OUTDOOR TYPE LIGHT FIXTURE WITH TWO 75W FLOOD THE LAMP AND MOTION DETECTOR.
- ③ MOUNT AS HIGH AS POSSIBLE. TYPICAL.



14-08

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NEW OFFICE
ADDITION TO EXISTING OFFICE
FIRST FLOOR

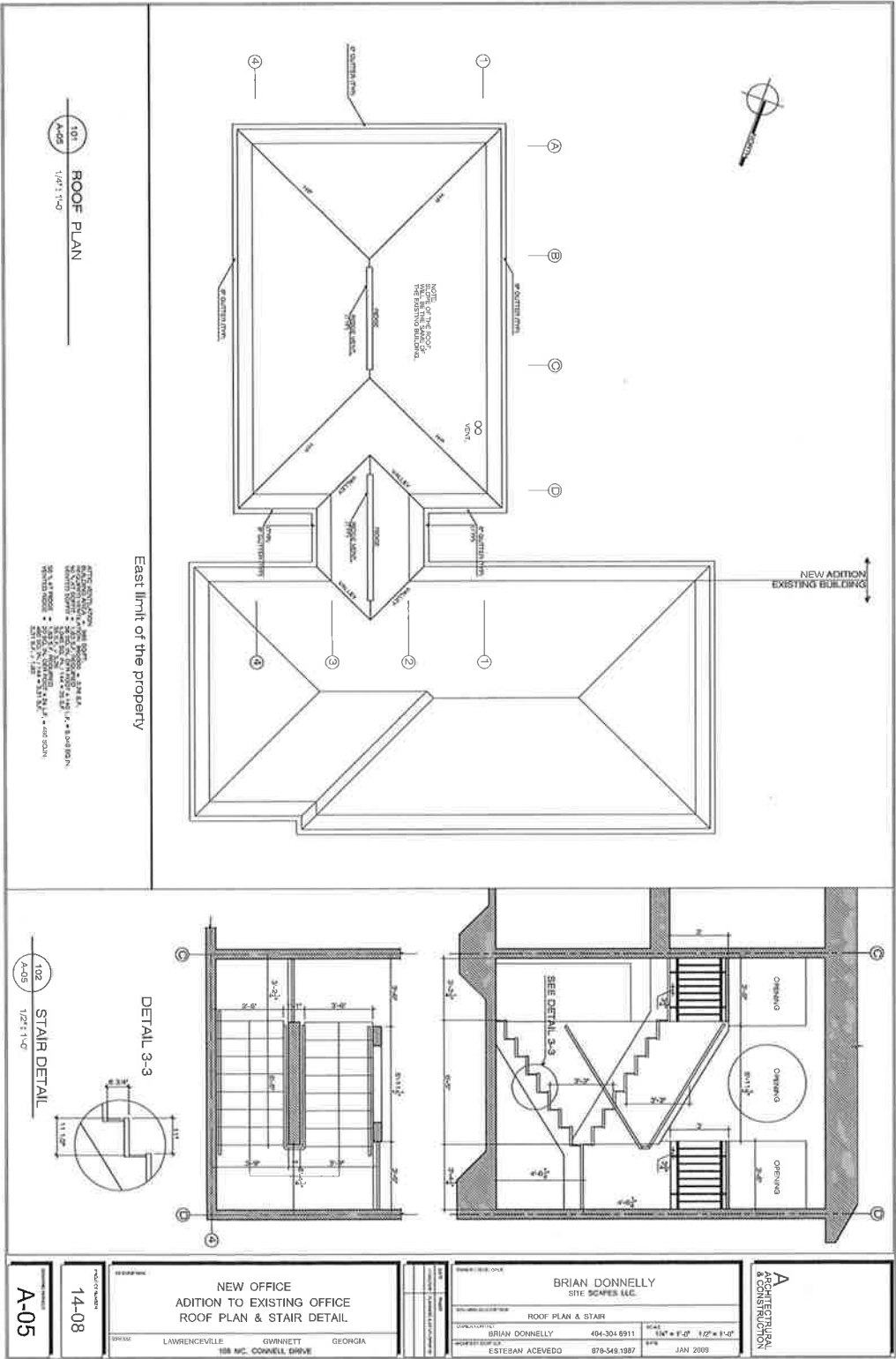
ZONED TAX PARCEL #
108 MC CONNELL DRIVE

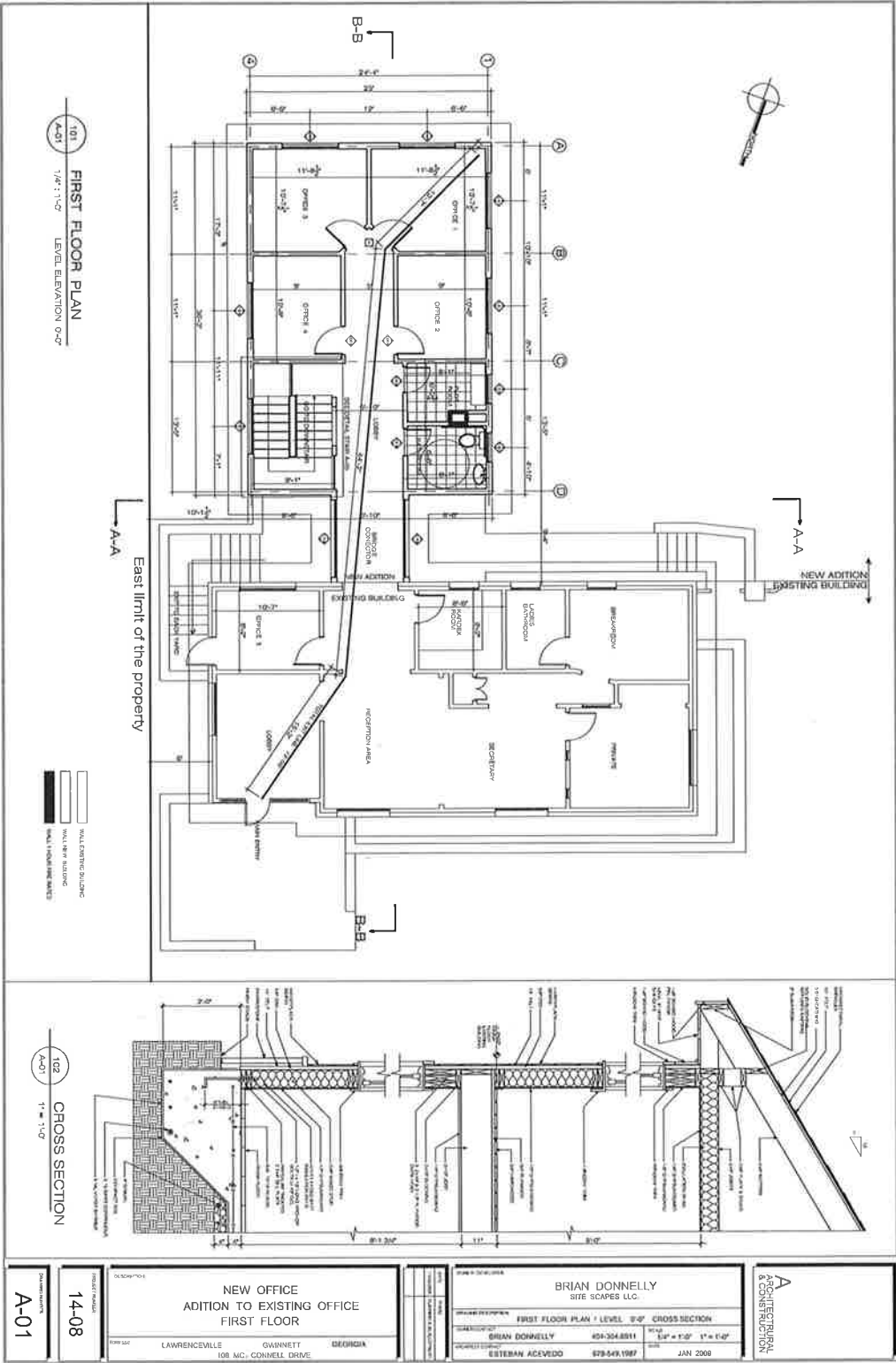
BRIAN DONNELLY
SITE SCAPES LLC

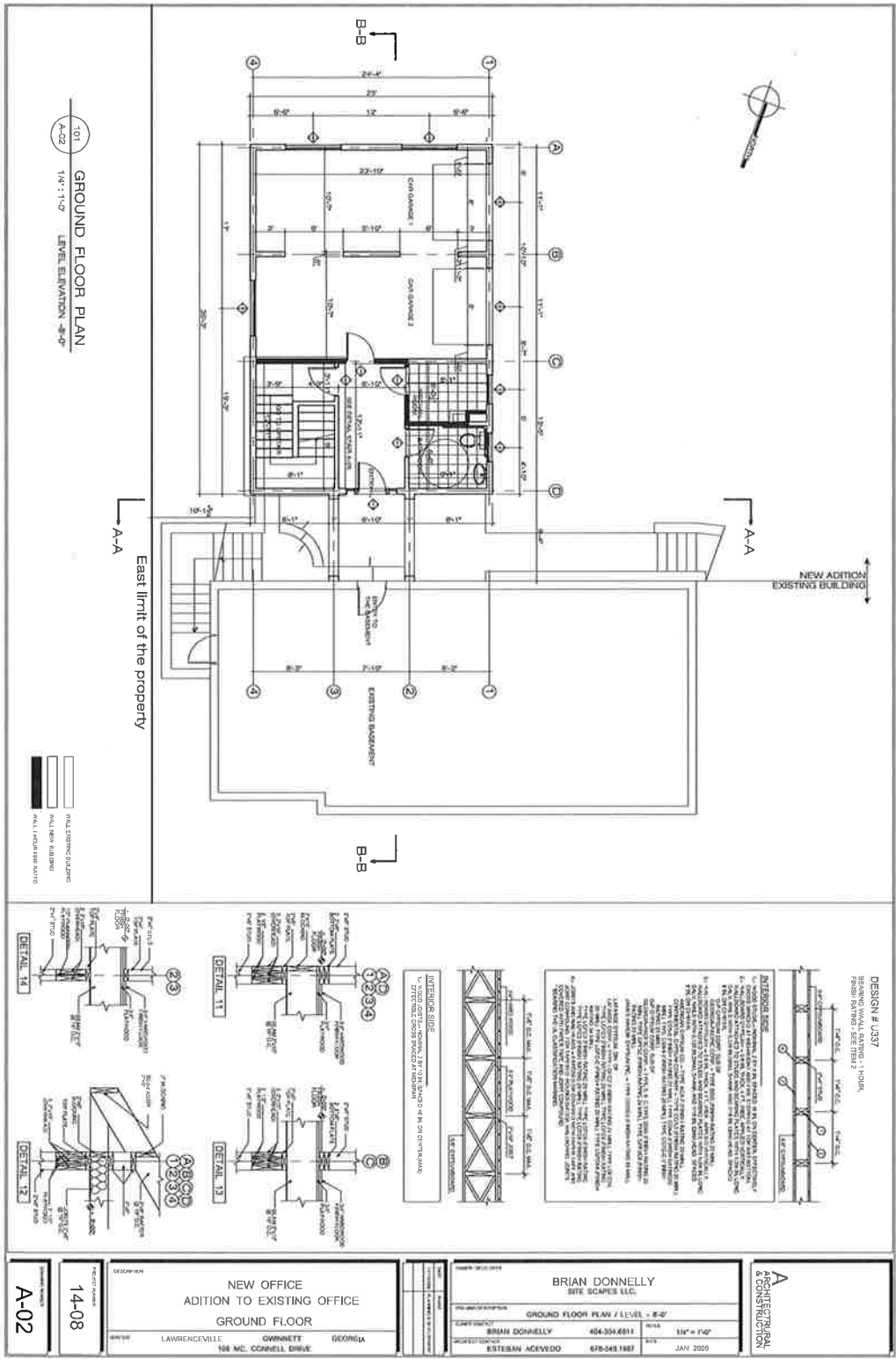
FIRST FLOOR PLAN / LEVEL 0'-0"

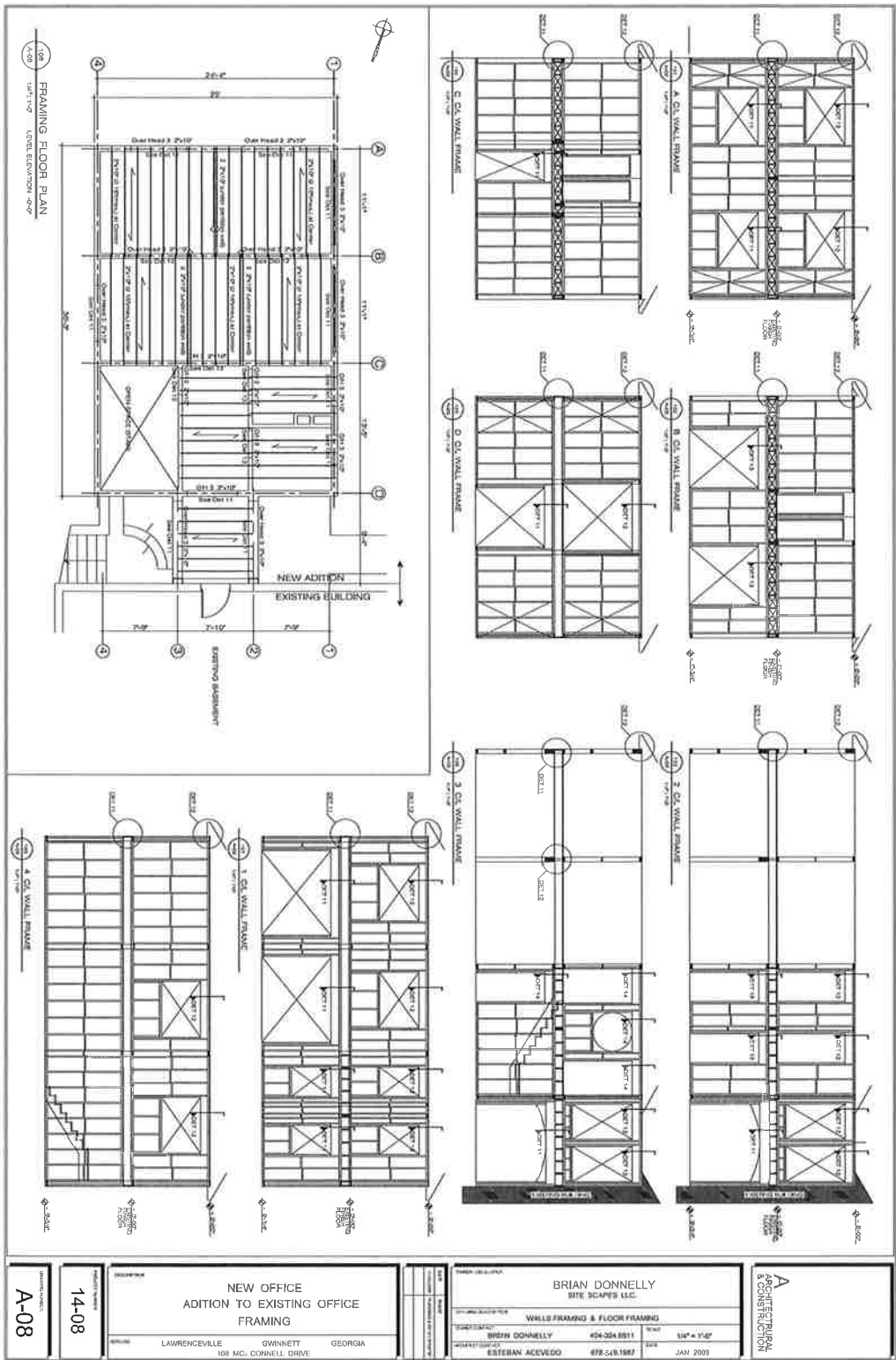
CONTACT	BRIAN DONNELLY	XXXXXXXXXX
CONTACT	ESTEBAN ACEVEDO	678-549-1987

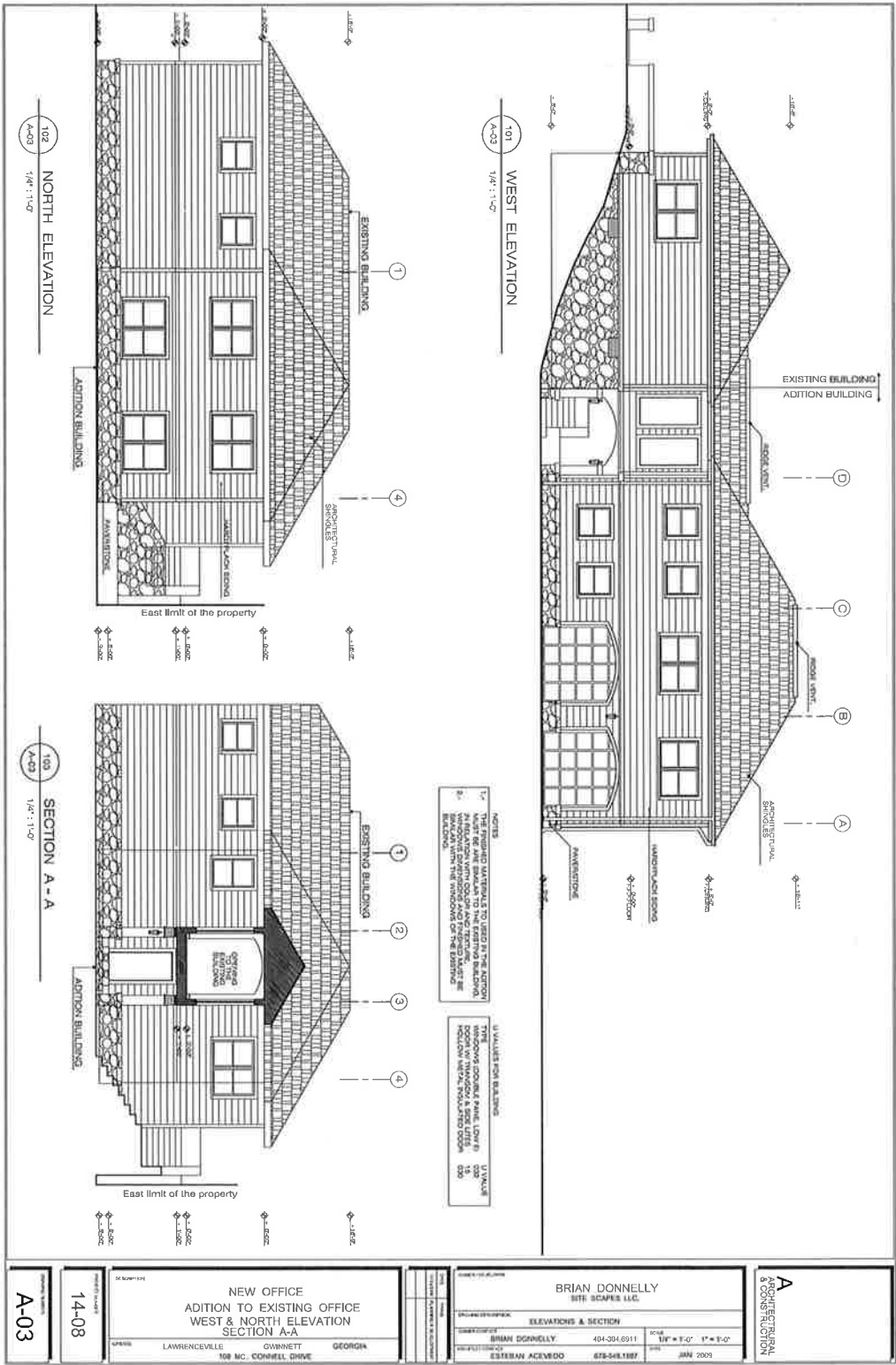
ARCHITECTURAL
& CONSTRUCTION

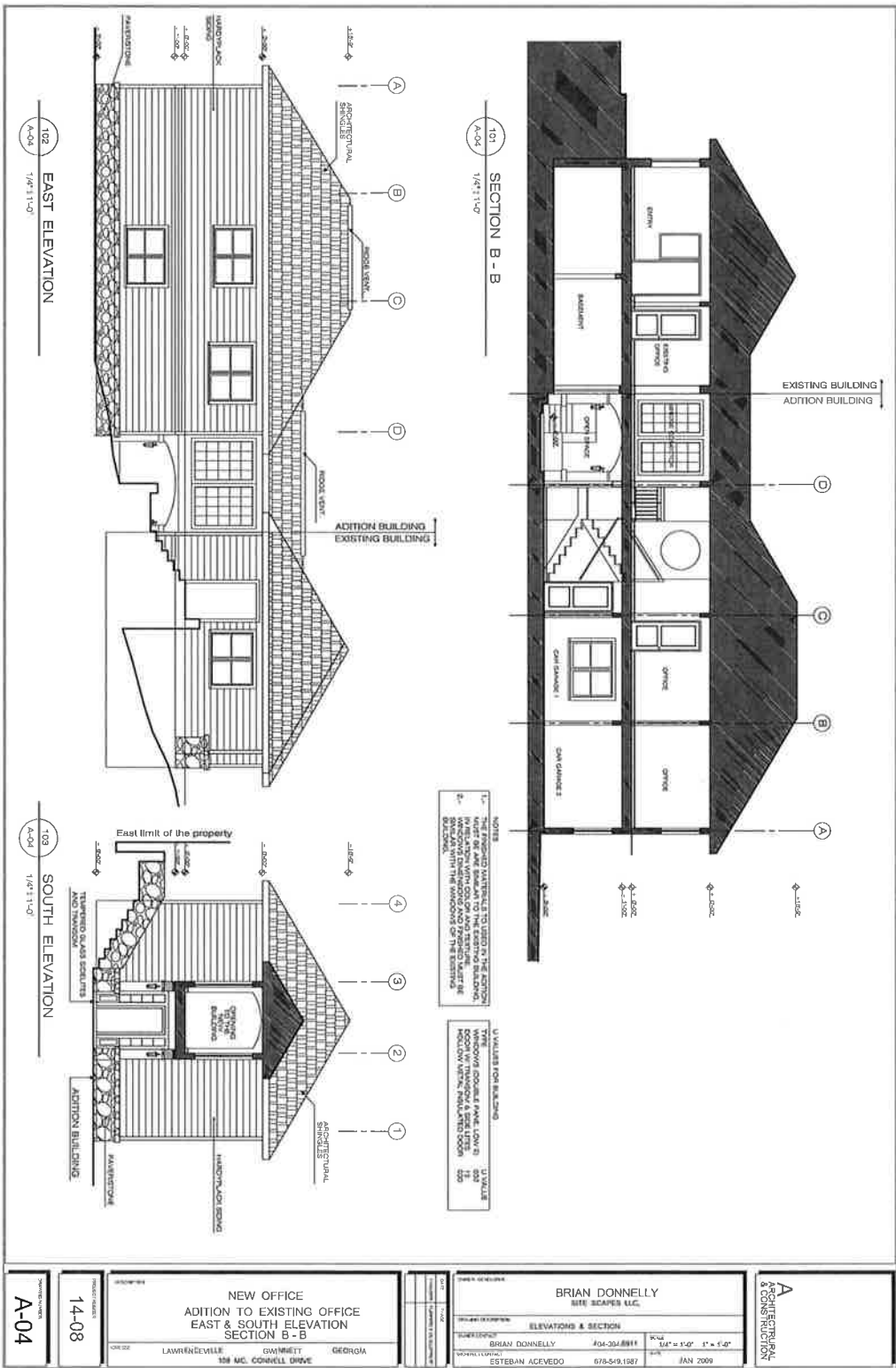












[illegible]

- [illegible]

ATF	ABOVE FRESH FLOOR
ATS	ABOVE FRESH GRADE
BT	GROUND FATH DOWN INTERLAPPED
HC	NOT IN CONTACT
N.T.S.	NOT TO SCALE
U.N.O.	UNLESS NOTED OTHERWISE
WP	WEATHER PROOF "WELT" W-452"

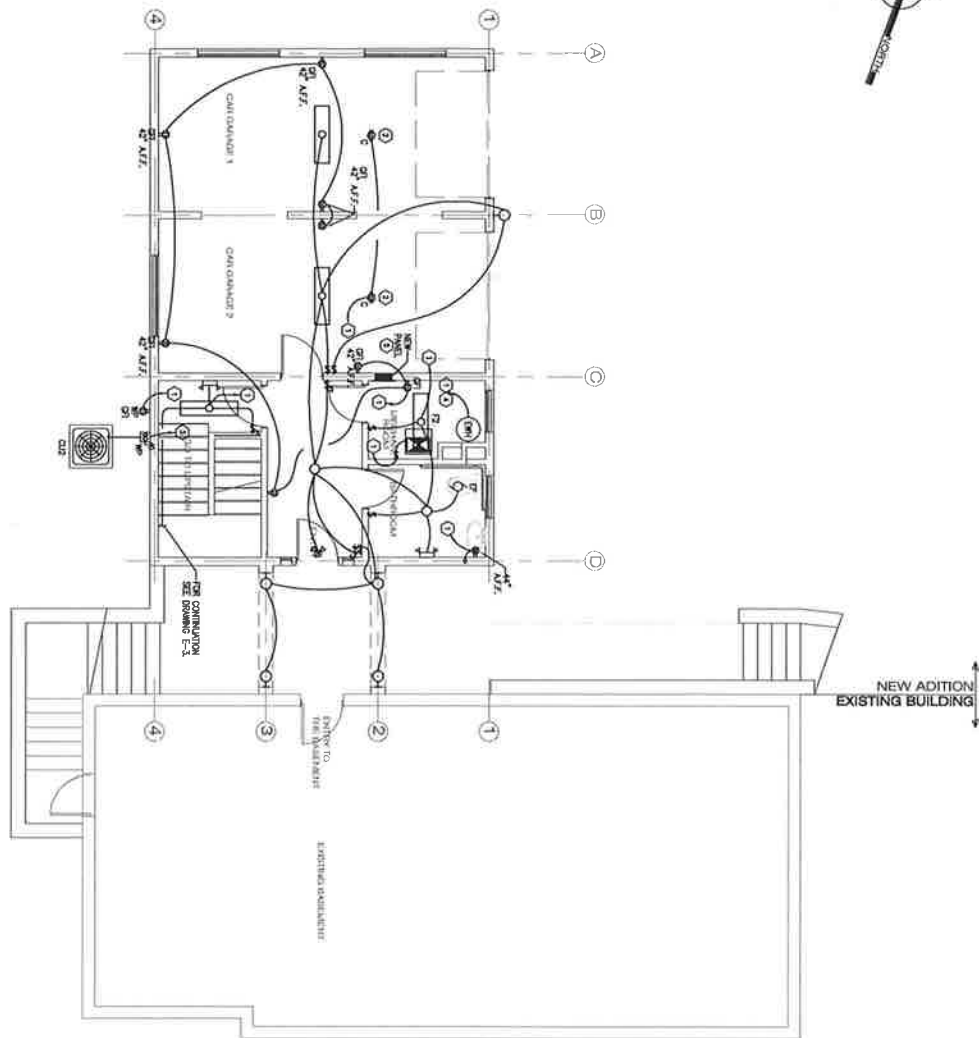
[illegible]

< 100 FT	#12 AWG (CU)
100-150 FT	#10 AWG (CU)
150-250 FT	#8 AWG (CU)

ELECTRICAL SPECS AND LEGEND			
NAME	BRIAN DONNELLY	XXXXXXXXXX	SCALE
			NONE
OWNED	ESTEBAN ACEVEDO	678-549.1987	DATE
			DEC 2008

ARCHITECTURAL
& CONSTRUCTION

ZONED TAX PARCEL #
108 MC CONNELL DRIVE



GROUND FLOOR PLAN - ELECTRICAL
SCALE 1/4" = 1'-0"

$$\phi = 1 - \sqrt{1 - \phi^2}$$

KEYED NOTES:

- ① EXTEND WIRE AND CONNECT TO NEW PANEL.
- ② CEILING MOUNTED BOX, 12"X 12" RECEIVED FOR GARAGE LIGHTS. (WAS PREVIOUSLY MOUNTED BY OTHERS).
- ③ NEW WIRE, 240V, 10/3, 10/3, 7/2, NEW PANEL.
- ④ PROVIDE THIS CIRCUIT BREAKER WITH 1-1/2" POLYURETHANE COVER STUCK ON BY SUNDRIES JEN. 07/01.
- ⑤ PROVIDE NEW 120/240V, 1% FLUSH MOUNTED, 100A, 24 POLS. DOUBLE BREAK TIE PANEL. THE PANEL SHALL BE IN THE EXISTING PANEL AND EXTEND 24" FROM 1/2" TO FEED THE NEW PANEL.

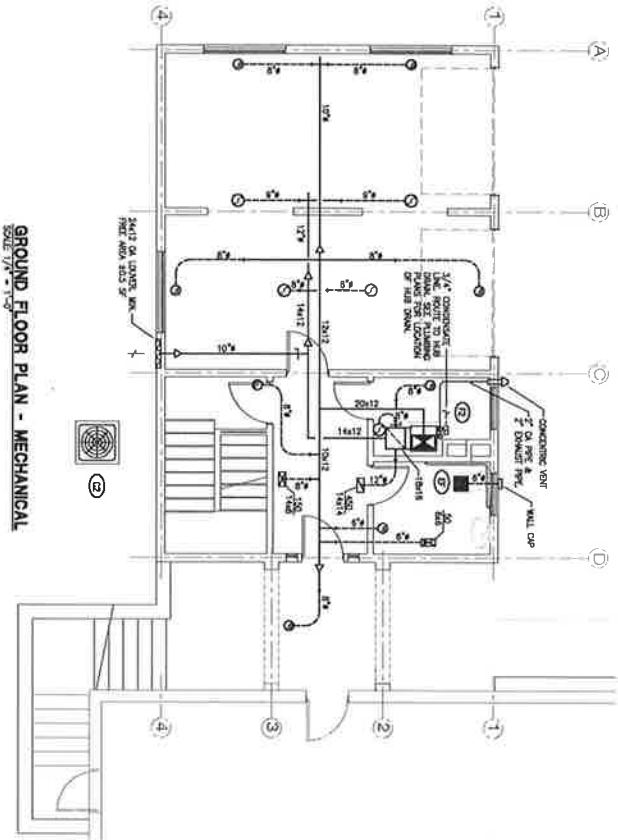
PROVIDE IN THE NEW PANEL:

- 16 - 40A/2P CIRCUIT BREAKERS
- 1 - 40A/2P CIRCUIT BREAKER
- 8 - 1P SWITCHES

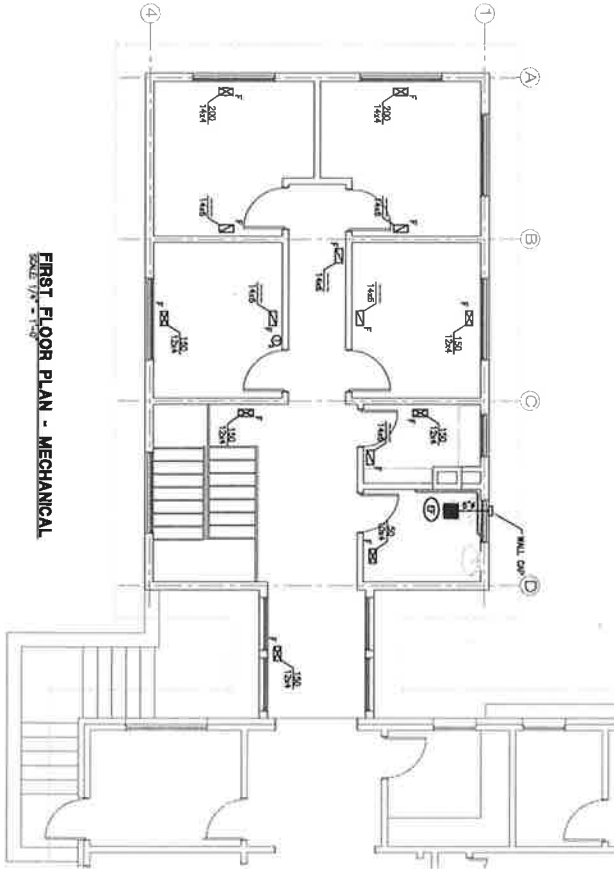
**MARSHALL & BOLLWEK
ENGINEERING, INC.**

850 North Pointe Pkwy., Suite 675
Alpharetta, GA 30005
Tel: (478) 785-0063, Telex: (478) 785-0063
Fax: (478) 785-0063

GROUND FLOOR PLAN - MECHANICAL



FIRST FLOOR PLAN - MECHANICAL



OUTSIDE AIR REQUIREMENTS:

THE FOLLOWING OUTSIDE AIR QUANTITIES ARE BASED ON THE ASSUMPTIONS SET FORTH IN THE MECHANICAL CODE, CHAPTER 4 OF THE 2009 INTERNATIONAL MECHANICAL CODE, WHICH ARE:

- 100 SQUARE FEET OF OCCUPABLE SPACE X 7 PEOPLE PER 1000 SQUARE FEET = 1.3 PEOPLE
- 2 PEOPLE (20 CFM/PERSON) = 40 CFM OUTSIDE AIR
- 2 PEOPLE (20 CFM/PERSON) = 40 CFM OUTSIDE AIR
- 2 PEOPLE (20 CFM/PERSON) = 40 CFM OUTSIDE AIR
- 2 PEOPLE (20 CFM/PERSON) = 40 CFM OUTSIDE AIR

CONVERTIONS:

- 360 CFM ÷ 0.075 CPM/CFM = 18,720 CPM
- 75 CPM PER TOWER OR TOWER ÷ 2 TOWER = 150 CPM
- TOTAL OUTSIDE AIR REQUIRED = 40 + 40 + 11.75 + 150 = 241.75 CPM
- OUTSIDE AIR PROVIDED BY 15 = 250 CPM

1. HAVE SEVERAL ROOMS ASSIGNED TO SEVERAL WALLS OF SEVERAL ROOMS. COVERED ROOMS 5'0" FROM THE EXISTING WALLS SHALL HAVE ROOMS LOCATED AT 3' & 7' AFF AND 2' FROM THE EXISTING WALLS (2000 INTERNATIONAL CODE SECTION 403.1).



MARSHALL & BOLLWERK
ENGINEERING, INC.
850 North Park Drive, Suite 975
Arlington, VA 22204
Tel: 703-758-0088
Fax: 703-758-0088

NEW OFFICE
ADDITION TO EXISTING OFFICE

ZONED TAX PARCEL #
108 MC. CONNELL DRIVE

BRIAN DONNELLY
SITE SCAPES LLC

MECHANICAL PLANS
BRIAN DONNELLY XXXXXXXXX
ESTEBAN ACEVEDO 678-549-1987

SCALE
1/4" = 1'-0"
DATE
DEC 2008

ARCHITECTURAL
& CONSTRUCTION

[illegible]

- SELECTIONS ARE BASED ON PRODUCTS BY CARRIER
EQUAL PRODUCTS: LENNOX, RUUD, TRANE, YORK OR AS APPROVED BY OWNER.

CONDENSING UNIT SCHEDULE									
		TOTAL APPROXIMATE BHP	LOTTER BTU /H	SEER	VOLTAAGE	LOI	MOF	CAPACI BTU/H /F	LOTTER
5	5-10	4.0	4	132	200/60	215	40	200047	A

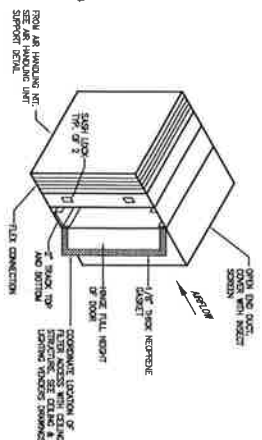
A. ALL CONDENSING UNITS SHALL BE PROVIDED WITH COLE PROCTOR, HIGH PRESSURE SWITCH, TIME DELAY RELAY, COMMERCIAL HEATER, THERMOSTATIC EXPANSION VALVE & SUPPORT FEET.

EXHAUST FAN SCHEDULE				
MARK	FAN CFM	HP	VELOCITY FEET / MIN	NOISE DB
E	75	275	48 FPM	115.7 / 85
				77
				4.8

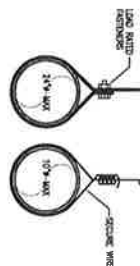
A. PRONCE WITH BACKDRAFT DAMPER, SQUARE TO ROUND TRANSITION & WALL CAP MODEL 5223.
B. INTERLOCK WITH TIGHT ROOF JOINTS

SELECTIONS ARE BASED ON PRODUCTS BY PENN VENTILATOR
EQUAL PRODUCTS: GREENHECK, ACME, COOK

ROI TO SCALE

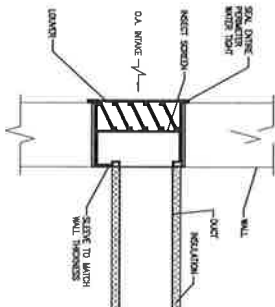


NO SCALE.

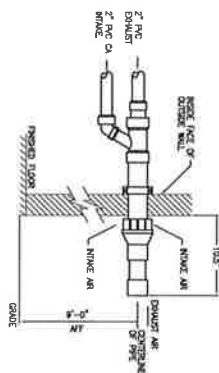


NOT TO SCALE

DAY	WIRE DAY	MODAL SPACING	STIRS	ROOTS
12 th 8h	(1) 12 GA	12"	1 st 22 GA	1/8"
11-10 th	(2) 12 GA	12"	1 st 22 GA	1/8"
18-16 th	(2) 12 GA	12"	1 st 22 GA	1/8"
25-20 th	(2) 8 GA	12"	1 st 20 GA	3/8"



NO SCALE



NOT TO SCALE

NOTES:
1. WALL TERMINATION SHALL COMPLY WITH NFPA 64-7.8
2. VERIFY FRT GEL WITH SUPPLIER VENDOR.

NOT TO SCALE

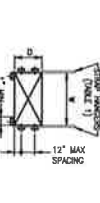


TABLE 1. STRAIN MAGNITUDES (MM) SPREAD			
WALL NO.	10°-0° BLK.	0°-0° BLK.	0°-0° OF LIDS
72°	1 1/2 IN. CA.	1 1/2 IN. CA.	1 1/2 IN. CA.
80°	1 1/2 IN. CA.	1 1/2 IN. CA.	1 1/2 IN. CA.
120°	1 1/2 IN. CA.	1 1/2 IN. CA.	1 1/2 IN. CA.
160°		1 1/2 IN. CA.	1 1/2 IN. CA.
182°		1 1/2 IN. CA.	1 1/2 IN. CA.
SPECIAL ANALYSIS REQUIRED			

1. TABULATED DATA FROM SAMAHA ALLOWS FOR DUCT REINFORCING AND INSULATION, BUT NO EXTERNAL LOAD.
2. PROVIDE HIGH DENSITY INSULT AT THROATLE FOR INSULATED DUCTS.

**MARSHALL & BOLLWEK
ENGINEERING, INC.**
8840 North Point Pkwy., Suite 375
Alpharetta, Ga. 30005
tel: (478) 795-0333, f: (478) 795-0063
e: mc@mbollwek.com

[illegible][illegible][illegible]

FOR PROPER OPERATION OF THE SYSTEMS

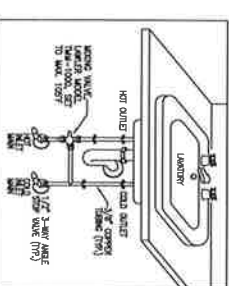
MISCELLANEOUS:

- [illegible]

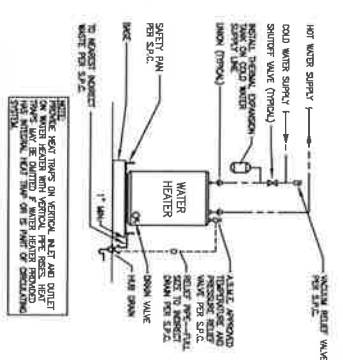
SYMBOL		PLUMBING LEGEND	
	DOMESTIC (COLD) WATER PIPING		HOT WATER PIPING
	SEWER		SAFETY PIPING
	EXISTING GAS PIPING		NEW GAS PIPING
	VENT PIPING		TYPE PIPING LINE
	PIPING TURNING DOWN		P-TYPE
	VENT THROUGH ROOF		SHUT-OFF VALVE
	FLOOR/GRADE CLEAN OUT		GAS SHUT-OFF VALVE
	NEW-TO-EXISTING CONNECTION		

ABBREVIATIONS:

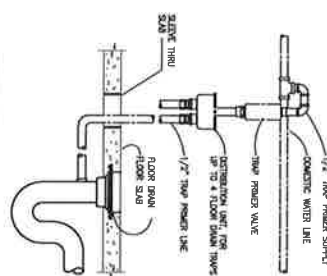
- | | |
|-----|--------------------------------|
| AF | AXON FINISH P.009 |
| BF | BLOCK FLOW RESISTOR |
| CP | COMPRESSOR |
| DA | COAL WATER |
| DM | DISMISSED |
| DT | DISPOSER |
| TA | DRUMMER TREKNET |
| FL | FLOOR DRINK |
| FS | FLOOR SINK |
| IS | INTERVAL |
| PC | INTERVENTIONAL |
| MC | ICE MAKER |
| LA | LANATOR |
| PR | LEAD PENCIL |
| MD | RED DRINK |
| SN | SUNNARY |
| TP | TYPICAL |
| TR | TRAIL THROUGH ROOF |
| WC | WALL CLAVOUT |
| WSH | WASHING MACHINE CONNECTION BOX |
| MA | ICE MAKER BOX |
| HC | HEATER COMPRESSOR |
| HW | HOT WATER |

[illegible]

UNDER-THE-COUNTER MIXING VALVE DETAIL



ELECTRIC WATER HEATER PIPING DETAILS
NO SCALE



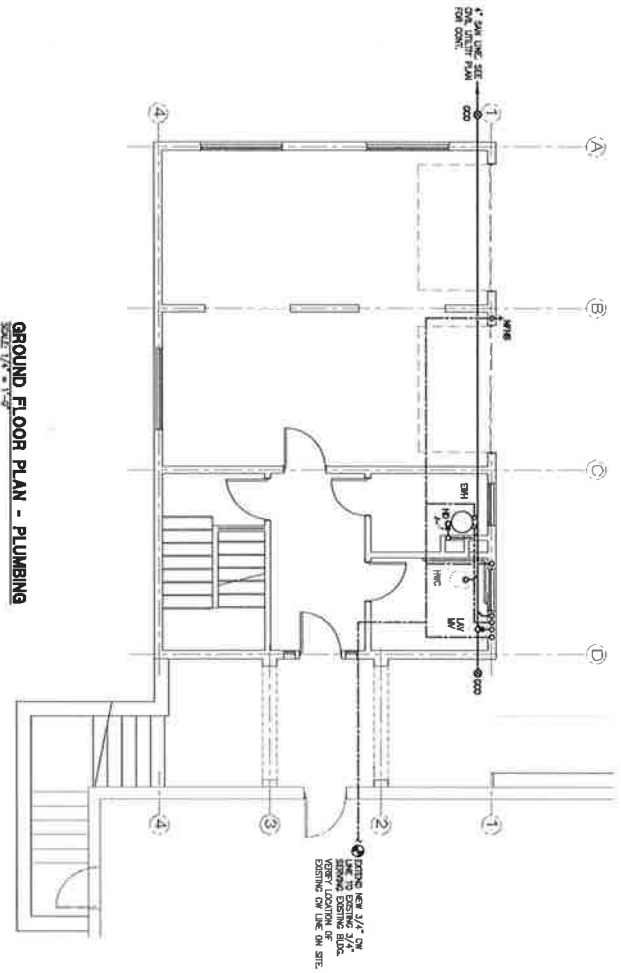
TRAP SEAL PRIMER DETAIL
NOT TO SCALE



**MARSHALL & BOLLWEER
ENGINEERING, INC.**
6550 North Point Pkwy., Suite 377
Arlington, Ga. 30005
Tel: 770/785-0333, F: 770/785-0083
E: mbe@att.net

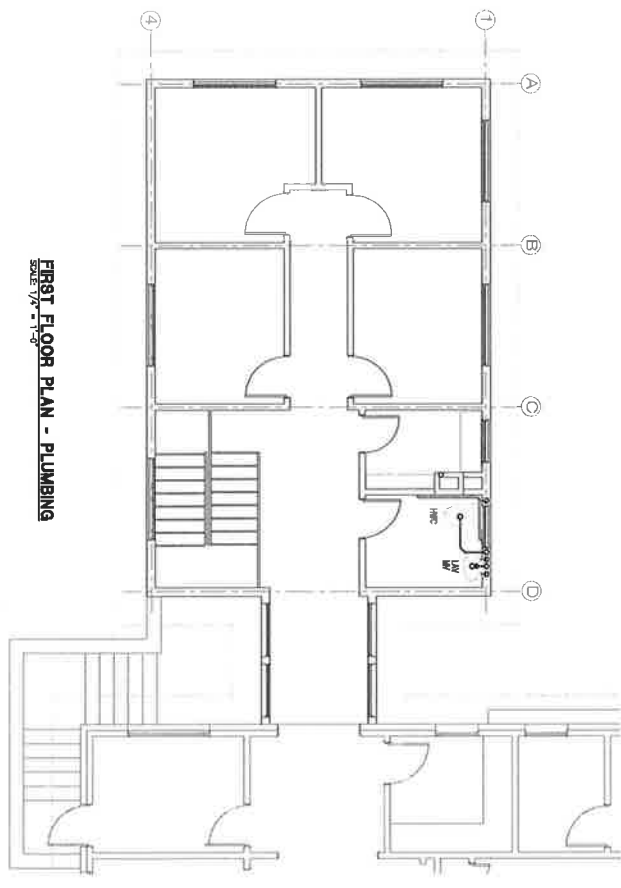
GROUND FLOOR PLAN - PLUMBING

SCALE: 1/4" = 1'-0"



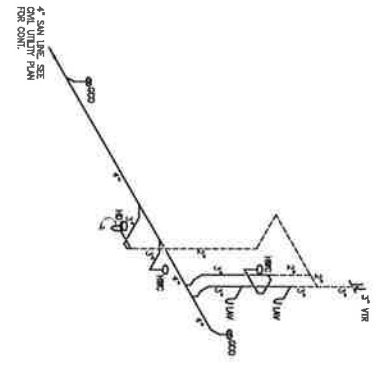
FIRST FLOOR PLAN - PLUMBING

SCALE: 1/4" = 1'-0"



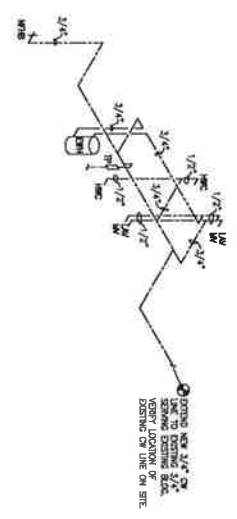
SANITARY WASTE & VENT RISER DIAGRAM

SCALE: 1/4" = 1'-0"



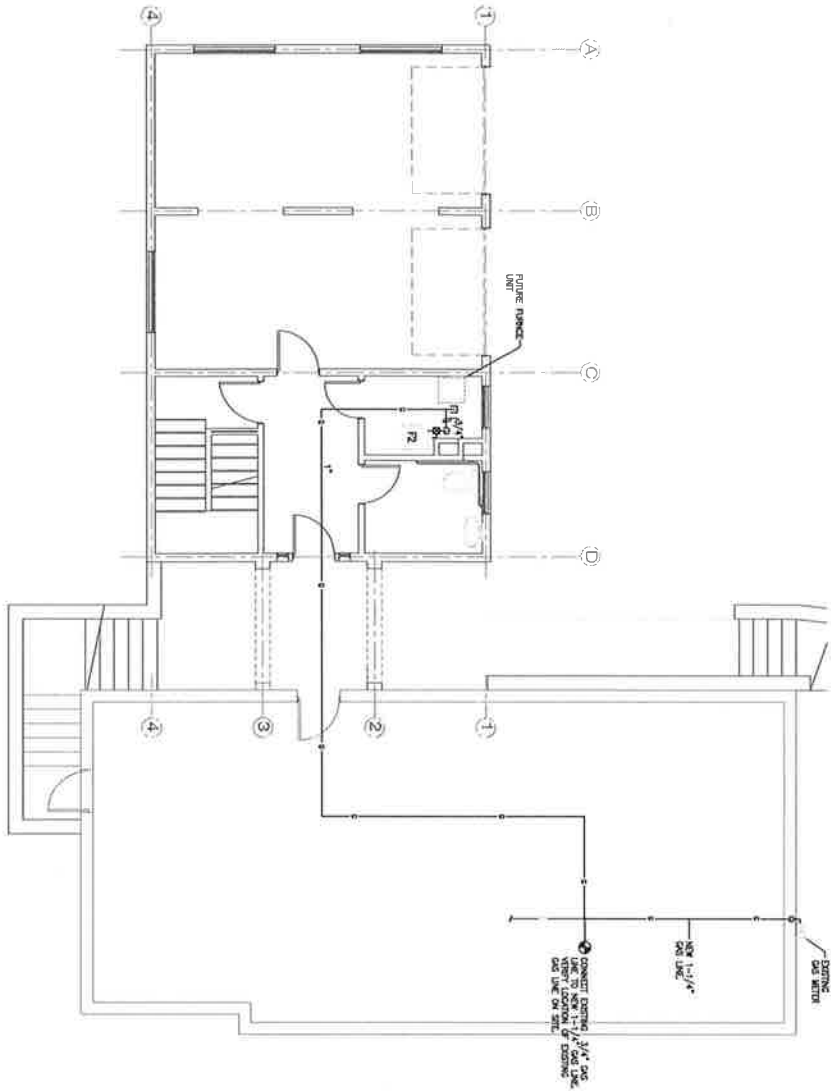
DOMESTIC WATER RISER DIAGRAM

SCALE: 1/4" = 1'-0"



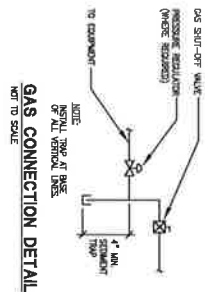
PROJECT NUMBER 14-08	NEW OFFICE ADDITION TO EXISTING OFFICE	ZONED 10A MC. CONNELL DRIVE	TAX PARCEL #	BRIAN DONNELLY SITE SCAPES LLC.		DRAWING DESCRIPTION PLUMBING PLANS & RISERS	SHEET NO. 1	SHEET TOTAL 1	DATE DEC 2008	SCALE 1/4" = 1'-0"	
P-2	14-08	ZONED 10A MC. CONNELL DRIVE	TAX PARCEL #	BRIAN DONNELLY SITE SCAPES LLC.		DRAWING DESCRIPTION PLUMBING PLANS & RISERS		SHEET NO. 1		SHEET TOTAL 1	
				BRIAN DONNELLY SITE SCAPES LLC.		DRAWING DESCRIPTION PLUMBING PLANS & RISERS		SHEET NO. 1		SHEET TOTAL 1	

GROUND FLOOR PLAN - GAS
SCALE 1/4" = 1'-0"

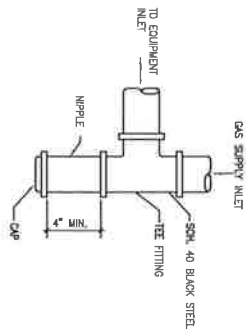


GAS LOAD SCHEDULE	
EQUIPMENT	BTUH INPUT
EXISTING WATER HEATER	40,000
EXISTING FURNACE	60,000
EXISTING FURNACE	60,000
NEW FURNACE	60,000
TOTAL GAS LOAD	
	220,000
LOADING RATE	8100 BT
GAS TYPE	NATURAL GAS
PER TYP.	SCHEDULE 40 STEEL

1. GAS LINE SHALL BE SIZED AS PER TABLE 402.4.2 OF THE 2009 INTERNATIONAL MECHANICAL CODE (IMC) FOR PRESSURES OF LESS THAN 2 PSI WITH A PRESSURE DROP OF 0.2 IN WATER COLUMN AND 0.8 INCHES WATER.



GAS CONNECTION DETAIL
NOT TO SCALE



SEWER TRAP LEG DETAIL
NO SCALE



MARSHALL & BOLLWERK ENGINEERING, INC.
1550 North Pine Hwy., Suite 2775
Aurora, CO 80015
Tel: 303.733.0000 Fax: 303.733.0001
www.marshall-bollwerk.com

P-3

14-08

NEW OFFICE
ADDITION TO EXISTING OFFICE

ZONED TAX PARCEL #
108 MC. CONNELL DRIVE

BRIAN DONNELLY
SITE SCAPES LLC.

GAS PLAN & DETAILS

OWNER/DEVELOPER
BRIAN DONNELLY XXXXXXXXX
ARCHITECT/ENGINEER
ESTEBAN ACEVEDO 678-549-1957

DATE
DEC 2008

**ARCHITECTURAL
& CONSTRUCTION**



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00077

Applicant: Rosalia Villalobos/
RV & JV Properties LLC



 Subject Property

 Parcels

 City Maintained Streets



0 250 500



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00077

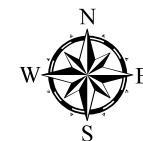
Applicant: Rosalia Villalobos/
RV & JV Properties LLC



 Subject Property

 Parcels

 City Maintained Streets



0 125 250



LAWRENCEVILLE

GEORGIA

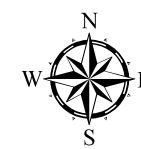
*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

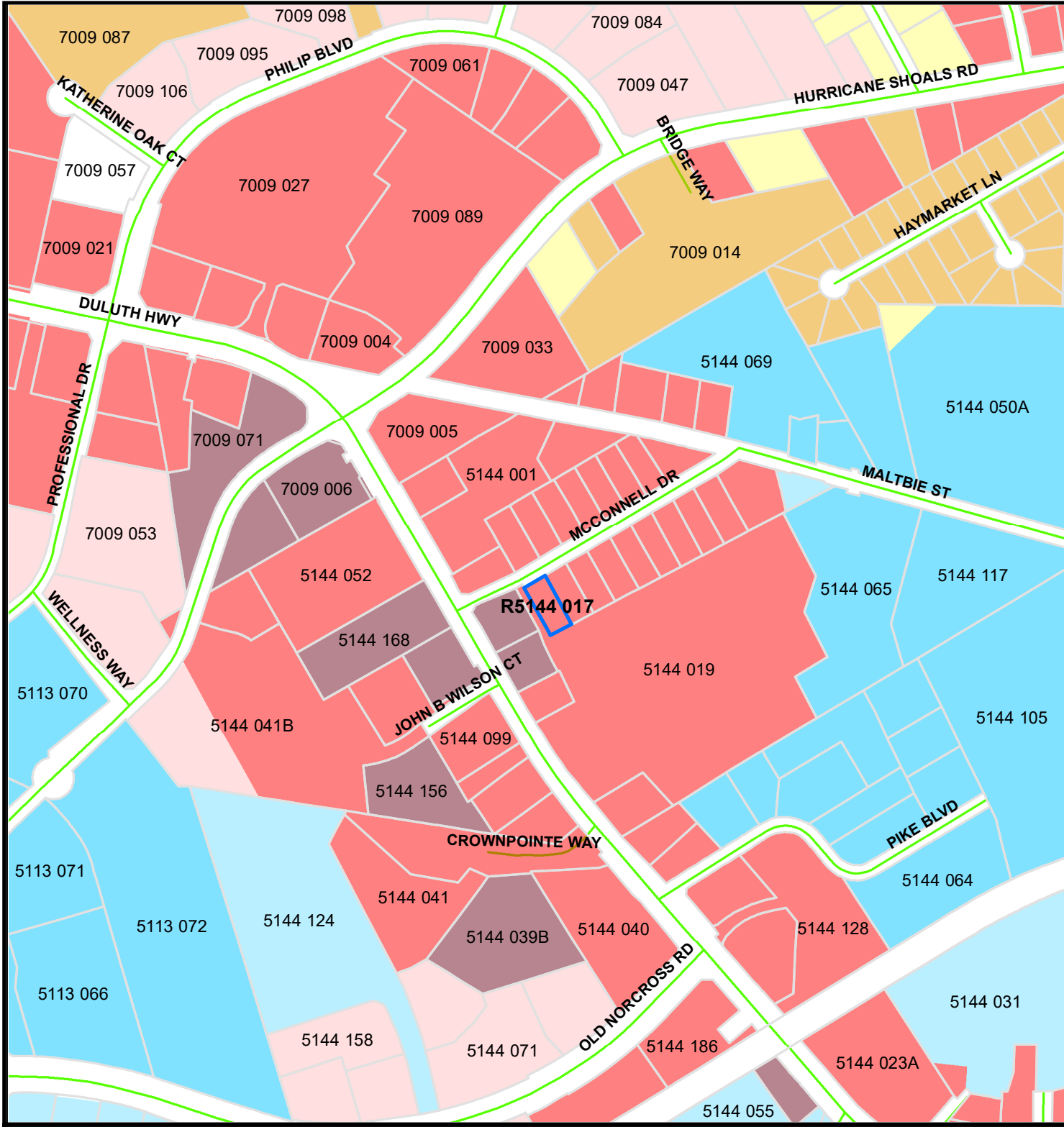
File # SUP2022-00077

**Applicant: Rosalia Villalobos/
RV & JV Properties LLC**

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



0 250 500





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00077

**Applicant: Rosalia Villalobos/
RV & JV Properties LLC**

 Subject Property

 Parcels

Zoning Districts

 RS-150 Single-Family Residential

 RM-12 Multifamily Residential

 LM Light Manufacturing

 HSB Highway Service Business

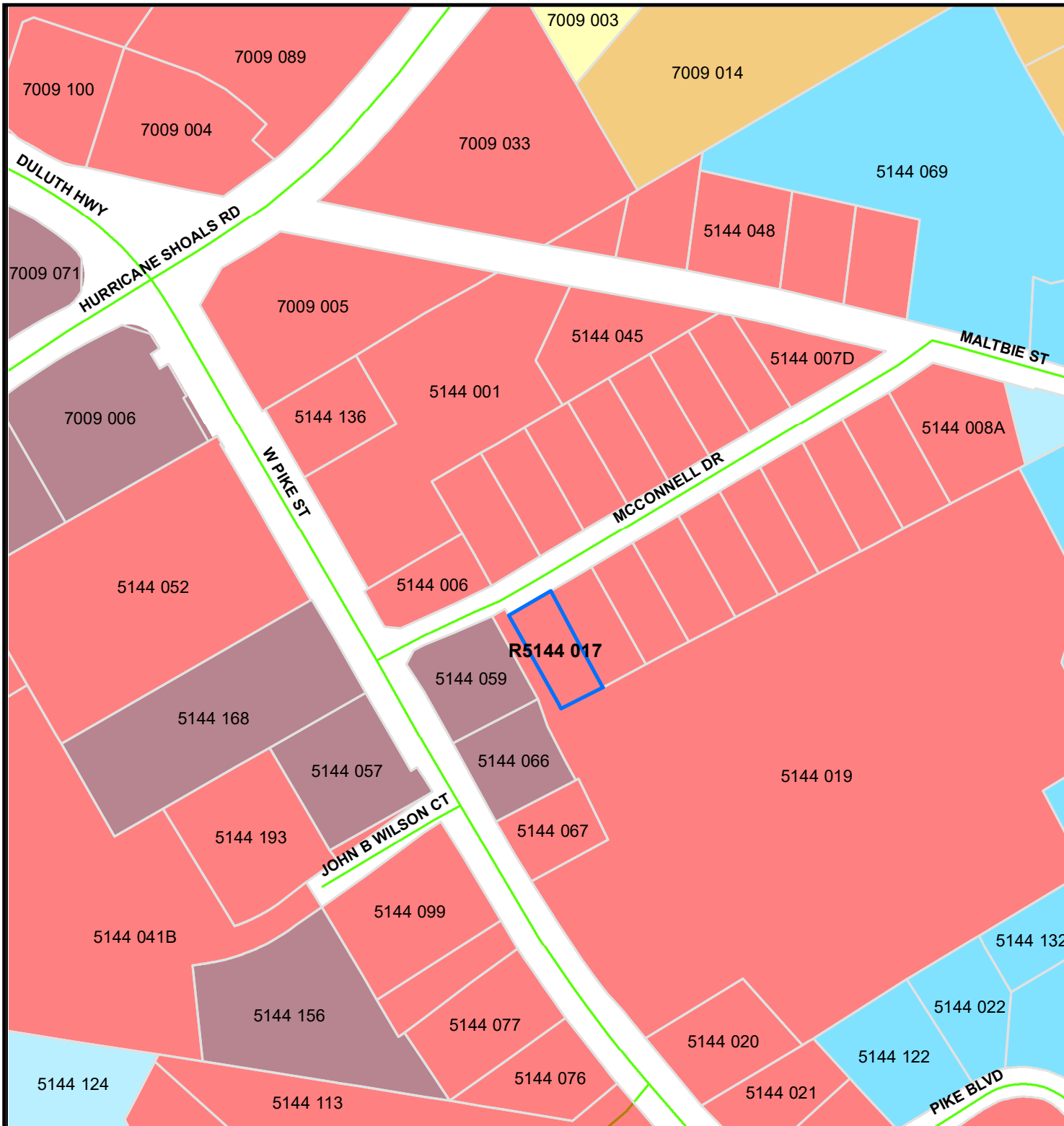
 HM Heavy Manufacturing

 BG General Business

 City Maintained Streets



0 125 250





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 14, 2022

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	Update on the 2045 Comprehensive and Transportation Master Plan
Department:	Planning and Development
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	None
Presented By:	Rebecca Hester, Senior Transportation Planner, POND
Action Requested:	No Action Necessary for this presentation

Summary: Update on work up-to-date and introduction of the Online Engagement portal for the community.

STATE OF GEORGIA
COUNTY OF GWINNETT

**AGREEMENT TO PROVIDE FUNDS FOR THE
DEVELOPMENT OF AFFORDABLE HOUSING**

This Agreement to Provide Funds for Affordable Housing ("Agreement"), made and entered into by and between the City of Lawrenceville, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, ("City"), and the Gwinnett County Habitat for Humanity, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia, (hereinafter "Habitat").

WITNESSETH:

WHEREAS, the City has expressed in its planning documents that one of its goals is to provide affordable housing for its citizens; and

WHEREAS, the City of Lawrenceville has obtained certain funds under the American Rescue Plan Act ("ARPA"), and an allowed use of these funds is to assist in providing affordable housing to those persons who meet certain income standards; and

WHEREAS, Habitat has a mission to providing affordable housing; and

WHEREAS, Habitat has obtained title to four lots located within the City of Lawrenceville, and intends to construct single family residential homes on these lots to be owned by individuals meeting the income standards established by Habitat which standards also satisfy the income standards for the use of ARPA funds; and

WHEREAS, the City of Lawrenceville desires to provide funding to assist Habitat with the construction of these homes provided that the homes meet certain minimum standards as set forth in this Agreement, and provided that the funds are used in accordance with the requirements for the use of ARPA funds; and

WHEREAS, the City has determined that the construction of this affordable housing within the boundaries of the City of Lawrenceville would benefit the citizens of the City of Lawrenceville and would be an appropriate use of the ARPA funds;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the amounts to be provided herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the City and Habitat do agree as follows:

1.

The City will provide funds in the amount of One Hundred Thousand Dollars (\$100,000.00) to Habitat. These funds shall be paid using ARPA funds and shall be used

for the construction of not less than four (4) single family residential homes which shall be located within the boundaries of the City of Lawrenceville and which homes shall be sold by Habitat to individuals meeting the income requirements for participating in the Habitat program. Habitat agrees that it will comply with any and all federal laws and regulations for the use of ARPA funds, and shall provide all documentation required by the City, its auditors, or the federal government to demonstrate compliance with the requirements for the use of ARPA funds.

2.

Upon the City's request, Habitat shall make available to the City and its auditors all financial records regarding the use of the funds provided under this Agreement to demonstrate compliance with the requirements of this Agreement and with any federal laws related to the use of ARPA funds. In the event that the City or any appropriate entity determines that the funds provided under this Agreement have not been expended in compliance with the requirements for the use of ARPA funds, Habitat agrees that it shall be responsible for reimbursing the City for any unauthorized expenditures.

3.

The homes to be constructed by Habitat using the funds to be provided by the City under this Agreement shall contain at least fifteen hundred square feet of heated space, shall have a two-car garage, and shall have a working fireplace and chimney.

4.

This Agreement constitutes the entire understanding between the City and Habitat as to the matters referenced herein and may be modified only by written instrument duly executed by the parties hereto.

5.

This Agreement shall be governed by the laws of the State of Georgia.

6.

Time is of the essence to this Agreement.

7.

This Agreement may not be assigned by Habitat without the express written consent of the City.

8.

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.

9.

The effective date of this Agreement shall be the date that the Agreement is approved and signed by the final party signing the Agreement.

CITY OF LAWRENCEVILLE

By: _____

Title: _____

Date: _____

Attest:

City Clerk

(City Seal)

GWINNETT COUNTY HABITAT FOR
HUMANITY, INC.

By: Brent Behar

Title: Executive Director

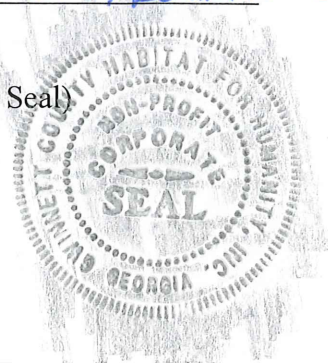
Date: _____

Attest:

By: [Signature]

Title: ABWK PROGRAM LEADER

(Corporate Seal)





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Agreement with Gwinnett County Habitat for Humanity, Inc

Department: Administration

Date of Meeting: Wednesday, December 14, 2022

Fiscal Impact: N/A

Presented By: Chuck Warbington, City Manager

Action Requested: Approve the agreement with Gwinnett County Habitat for Humanity, Inc for the City to provide funds for the development of affordable housing.

Attachments:
Agreement ARPA Funds



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 14, 2022

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Elect a Mayor Pro Tempore for 2023

Department: City Council

Date of Meeting: Wednesday, December 14, 2022

Fiscal Impact: N/A

Presented By: David Still, Mayor

Action Requested: Appoint Mayor Pro Tempore for 2023.

Summary: The city council, by a majority vote of the councilmembers, shall elect a councilmember to be mayor pro tempore, who shall serve for a term of one year and until a successor is elected and qualified.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 14, 2022

AGENDA CATEGORY: COUNCIL BUSINESS

Item: Approval of Board Appointments for 2023

Department: City Council

Date of Meeting: Wednesday, December 14, 2022

Fiscal Impact: N/A

Presented By: David Still, Mayor

Action Requested: Approve the board appointments for 2023 as presented

Attachments/Exhibits:

Board vacancies expiring 12/31/2022

Board Appointments for 2023

Board	Board Member
ARB	
Post 5	Thomas M Barton
Post 6	Whit Alexander
Post 7	William Peltier
Aurora	
Staff Member	Chuck Warbington
Elected Official	Glenn Martin
Citizen at Large	Valerie Clark
Citizen at Large	Gene Byce
Bldg Auth	
Post 4	Austin Thompson
Post 5	Marlene Taylor-Crawford
BOA	
Post 4	Cory Acuff
Post 5	Steven Twombly
LDA	
Post 7	Maureen Terry
FRCC	
Post 1	Sharon Nash
Post 2	Dr. Michael Robinson
Post 3	Dr. Alisha Haden-Anderson
Post 4	Barbara Dickerson
Post 5	John Greenway
Post 6	Justina Carroll
Post 7	Kyle Norton
Post 8	Robert Brown
Post 9	Erin Boyt
Post 10	Justin Smith
Post 11	Ian McIntosh
Post 12	Tommy Carraway, JR
Post 13	Annette Houtz
Post 14	Dr. Joeann Malone
Post 15	Robert Barrows

HRLPC	
Post 1	Theresa Bailey
Post 2	Constance Brown
Post 3	Deidra Williams
Post 4	Pastor Ronald Dunnigan
Post 5	Gary Glenn
Post 6	Rory Johnson
Post 7	Greg Lott
Post 8	John Maxey
Post 9	Joyce Moore
Post 10	Ruby Neal
Post 11	Gwendolyn Brown Taylor
Post 12	Vivian Summerour-Daniel
HA	
Post 2	Joeann Malone
Post 7	Bianca Blair
LAC	
Post 1	Jennifer Hammond
Post 2	Katrina Fellows
Post 3	Alicia Chitwood
PC	
Post 5	Stephanie Henriksen

ReCast	
Post 1	Alisha Jordan
Post 2	Constance Brown
Post 3	Chandra Floyd-Bryant
Post 4	Hector Sanchez
Post 5	Keira Drane
Post 6	Liliana Pino
City Attorney	Firm of Thompson, Sweeny, Kinsinger & Pereira, P.C. that will become Pereira, Kirby, Kinsinger, & Nquyen, LLP on January 1, 2023
Municipal Court Judges	
Chief Judge	Ethan Pham
Asst. Judge	James Wall
Asst. Judge	Dennis Still



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 14, 2022

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Amendment to the Real Estate Agreement between the City of Lawrenceville and Dave Davis for property at 415 and 436 Huff Street
Department:	City Manager
Date of Meeting:	Wednesday, December 14, 2022
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve an Amendment to the Real Estate Agreement between the City of Lawrenceville and Dave Davis for property at 415 and 436 Huff Street and authorize the City Manager to execute the amendment to the agreement upon review and approval of the City Attorney.

Attachments/Exhibits:

First amendment to the real estate agreement

FIRST AMENDMENT TO THE REAL ESTATE AGREEMENT

WHEREAS, D.H. Davis Properties, LLC (Seller) and the City of Lawrenceville, Georgia (Purchaser) entered into a Real Estate Agreement dated October 25, 2021, for the purchase of several properties located within the City of Lawrenceville, Georgia; and

WHEREAS, the first closing under the contract has been completed and the Purchaser has purchased the properties known as the Central Park Property and the Colonial Hills Property; and

WHEREAS, under the terms of the Contract, a second closing between the parties is to take place on or before January 6, 2023, for the sale of the property described in the contract as the Deauville Property; and

WHEREAS, the parties desire to modify the terms of the contract as they relate to the second closing;

NOW THEREFORE in consideration of the payment of Ten Dollars (\$10.00) from the Purchaser to the Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to modify the Real Estate Agreement as follows:

1. Paragraph 8. B. is hereby deleted in its entirety and replaced with the following paragraph:

B. Second Closing. The closing on the Deauville Property (hereinafter referred to as the “Second Closing”) shall be on or before March 15, 2023 (hereinafter referred to as the “Second Closing Date”). The Second Closing shall be held at the law office of Thompson, Sweeny, Kinsinger & Pereira P.C., and Purchaser agrees to provide Seller five (5) days written notice of the date and time for closing, accompanied with drafts of all documents to be executed by the Seller at closing. At the Second Closing, the Seller shall execute and deliver to Purchaser a limited warranty deed conveying good and marketable fee simple title to the Deauville Property clear of all liens and encumbrances except the Permitted Title Exceptions relating to the Deauville Property.

2. Paragraph 11. B. of the Contract is deleted in its entirety and replaced with the following paragraph:

B. Deauville Property. As of the date of this Amendment, Seller shall not sign any lease renewals that extend beyond June 30, 2024, with respect to the Deauville Property, and shall cause each tenant to vacate the Deauville Property on or before July 31, 2024. The parties have previously agreed upon the form of a Management Agreement, and at the Second Closing the parties will enter into a Management Agreement to provide that Seller will provide post-closing management of the Deauville Property until July 31, 2024, or until all tenants have vacated the Deauville Property whichever date is earlier.

3. The parties acknowledge that prior to the signing of this Amendment, one of the buildings located on the Deauville Property was damaged by fire and is uninhabitable. The parties also acknowledge that under the terms of the Real Estate Agreement, Seller is entitled to retain any insurance proceeds that Seller may have received as a result of the loss of this building. Seller agrees to demolish

the fire damaged building on or before February 15, 2023, and Seller shall be responsible for any and all costs associated with the demolition of the building, and any and all costs associated with the relocation of any individuals having existing leases in the building that was damaged by fire. At the Second Closing, Seller shall verify that no individuals have claims against the Seller as a result of the fire damaged building that could result in a lien against the Deauville Property or the Purchaser, and will agree to indemnify the Purchaser against any such claims.

4. As consideration for the extension of the closing date for the Second Closing, the Purchaser will pay Seller the amount of Ten Thousand Six Hundred Dollars (\$10,600.00) on or before January 15, 2023, and the amount of Ten Thousand Six Hundred Dollars (\$10,600.00) on or before February 15, 2023. These payments are in consideration of the extension of the Second Closing date and to compensate the Seller for additional tax and insurance costs that would be incurred during the extension period.

Except as otherwise specifically amended herein, the remaining provisions of the Real Estate Agreement remain in full force and effect.

This Amendment shall become effective on the date it is signed by the last party agreeing to the Amendment.

It is so Agreed:

PURCHASER
CITY OF LAWRENCEVILLE, GEORGIA

Date: _____

By: _____
Chuck Warbington, City Manager

D.H. DAVIS PROPERTIES, LLC, a Georgia Limited Liability Company

Date: _____

By: _____
Dave H. Davis, Manager