



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, April 26, 2023
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

PRESENT

Mayor David Still

Council Member Glenn Martin

Council Member Victoria Jones

Mayor Pro Tem Austin Thompson

Council Member Marlene Taylor-Crawford

Prayer

Pastor Eunus Laverdure provided over the invocation.

Pledge of Allegiance

Mayor Still led the group in the Pledge of Allegiance.

Agenda Additions / Deletions

Motion to accept agenda as presented made by Council Member Martin, Seconded by Mayor Pro Tem Thompson.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

Approval of Prior Meeting Minutes

Motion to approve minutes as amended made by Mayor Pro Tem Thompson, Seconded by Council Member Taylor-Crawford.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

1. March 29, 2023 Regular Meeting
2. April 17, 2023 Work Session and Executive Session

Announcements

Mayor Still recognized each Council Member who individually made announcements about events and recognitions throughout the community. He then read from the slides for upcoming City events.

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.

City Attorney, Lee Thompson read the consent agenda into record.

Motion to approve the consent agenda as presented made by Council Member Jones, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

3. Purchase of Natural Gas Materials on a Six-Month Contract
4. Purchase of Body and In-Car Cameras
5. Purchase of Trip Saver II 25KX Switches
6. Approval of Amendment to Agreement with Impact 46 for Relocation Services at Deauville Apartments

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.

7. Resolution for the Abandonment of a Portion of the right-of-way of Eaton Street
Assistant City Manager, Barry Mock presented this item and answered questions from Council. The Mayor opened the public hearing and seeing and hearing no one come forward the public hearing was closed.

Motion to approve the resolution made by Council Member Martin, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

Council Business Old Business

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

8. Discussion of 2023 Election Blueprint / Discusión del plan de elecciones de 2023

City Clerk, Karen Pierce presented this item and answered questions from Council.

Motion to approve election blueprint made by Council Member Martin, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

9. Resolution to Approve Supplemental change to Thunderbolt Bonds

City Attorney, Lee Thompson presented this item and answered questions from Council.

Motion to approve the Resolution to Approve Supplemental change to Thunderbolt Bonds made by Mayor Still, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

10. Approve Resolution for Repayment for Acquisition of 436 Huff Drive and 451 Huff Drive

City Attorney, Lee Thompson presented this item and answered questions from Council.

Motion to approve the Resolution for Repayment for Acquisition of 436 Huff Drive and 451 Huff Drive made by Council Member Martin, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

Council Business New Business

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

11. Health Insurance Consulting Services on an Annual Contract

Deputy City Manager Steve North presented this item and answered questions from Council.

Motion to approve the Health Insurance Consulting Services on an Annual Contract made by Mayor Still, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

12. Ordinance confirming the members and terms of office of the Lawrenceville Building Authority

City Attorney, Frank Hartley presented this item and answered questions from Council.

Motion to approve the Ordinance confirming the members and terms of office of the Lawrenceville Building Authority made by Council Member Jones, Seconded by Council Member Taylor-Crawford.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

13. DDA Update on \$1M loan for Downtown Redevelopment

Assistant City Manager / Downtown Development Executive Director Barry Mock presented this item and answered questions from Council.

14. Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020

Assistant City Manager / Downtown Development Executive Director Barry Mock presented this item and answered questions from Council.

Motion to approve the extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020 made by Mayor Still, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

15. Resolution for City of Civility

Motion to approve the Resolution for City of Civility made by Council Member Martin, Seconded by Mayor Pro Tem Thompson.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

The Mayor and Council took the civility pledge following the adoption of the resolution.

Final Adjournment

Motion to adjourn made by Mayor Pro Tem Thompson, Seconded by Council Member Taylor-Crawford. Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Thompson, Council Member Taylor-Crawford

Minute Signatures

David R. Still, Mayor

Karen Pierce, City Clerk

RESOLUTION RES-2023-7

RESOLUTION OF ABANDONMENT OF MUNICIPAL STREET

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that a portion of the right-of-way of Eaton Street from/near its intersection with N Chestnut Street to a point near the intersection with Born Street has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as part of the municipal street system; and

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that the abandonment and closing of a portion of the right-of-way of Eaton Street as shown on the plat which is attached hereto as Exhibit "A" and described on Exhibit "B" is in the best interest of the citizens of the City of Lawrenceville; and

NOW THEREFORE BE IT RESOLVED, the Council of the City of Lawrenceville hereby resolves and ordains that that portion of the right-of-way of Eaton Street containing 0.234 acres, as shown on Exhibit "A", and described on Exhibit "B" which are attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-2(c) following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action. The City of Lawrenceville specifically reserves an easement for all utilities located within the area abandoned.

IT IS FURTHER RESOLVED AND ORDAINED that the Council hereby authorizes the Mayor, City Manager, City Clerk, and the City Attorney to take such action and execute such documents as are necessary to dispose of the abandoned property in accordance with the laws of the State of Georgia. Any deed disposing of said property shall contain a provision that the transfer is subject to all existing utility easements.

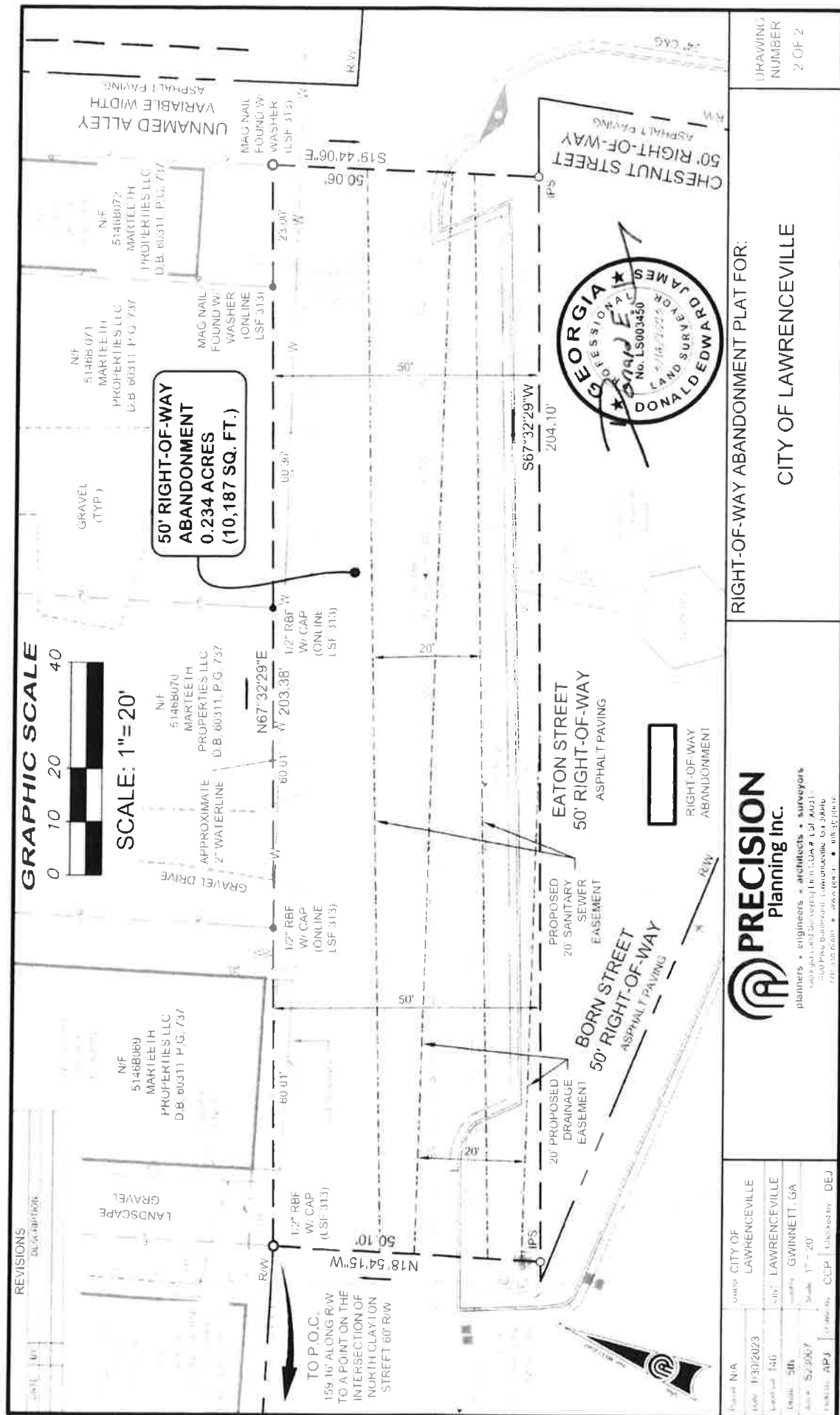
IT IS SO RESOLVED AND ORDAINED this 26 day of April, 2023.



David R. Still, Mayor

ATTEST:


Karen Pierce, City Clerk



LAND DESCRIPTION RIGHT-OF-WAY ABANDONMENT

All that tract or parcel of land lying and being in Land Lot 146 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find **THE POINT OF BEGINNING**, Commence at the Intersection of the Northerly Right-of-Way of Eaton Street (50' Right-of-Way) and the Easterly Right-of-Way of North Clayton Street (60' Right-of-Way); THENCE leaving said Intersection and traveling along said Right-of-Way of Eaton Street for a distance of 159.16 feet to a 1/2" Rebar Found with Cap (LSF 313), said Point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and continuing along said Right-of-Way of Eaton Street, North 67 degrees 32 minutes 29 seconds East for a distance of 203.38 feet to a Mag Nail Found with Washer (LSF 313); THENCE leaving Said Right-of-Way, South 19 degrees 44 minutes 06 seconds East for a distance of 50.06 feet to an Iron Pin Set on the Southerly Right-of-Way of Eaton Street (50' Right-of-Way); THENCE continuing along said Right-of-Way, South 67 degrees 32 minutes 29 seconds West for a distance of 204.10 feet to an Iron Pin Set; THENCE leaving said Right-of-Way, North 18 degrees 54 minutes 15 seconds West for a distance of 50.10 feet to a Point, said point being **THE POINT OF BEGINNING**.

Said property contains 0.234 acres (10,187 square feet) as shown on the Right-of-Way Abandonment Plat for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 1/30/23.

RESOLUTION RES-2023-8

SUPPLEMENTAL AUTHORIZING RESOLUTION

WHEREAS, the City Council of the City of Lawrenceville, Georgia (the “City”) adopted an Authorizing Resolution (the “Original Resolution”) on May 13, 2020, authorizing the execution and delivery by the City of an Intergovernmental Economic Development Contract, dated as of June 12, 2020 (the “Original Contract”), with the Downtown Development Authority of the City of Lawrenceville, Georgia (the “Authority”), in consideration of the issuance by the Authority of its (1) \$2,985,000 in original aggregate principal amount of its Taxable Economic Development Refunding Revenue Bond, Series 2020A (the “Series 2020A Bond”), in order to refinance the costs of acquiring and improving approximately 31.756 acres of land located adjacent to Georgia Gwinnett College within the downtown development area of the City (the “College Land”), in order to preserve the College Land for future development, and (2) \$15,225,000 in original aggregate principal amount of its Taxable Economic Development Revenue Bond, Series 2020B (the “Series 2020B Bond”), to finance the costs of acquiring, rehabilitating, and improving parcels of land located within an area bounded by State Route 316, State Route 20, Collins Hill Road, and Hurricane Shoals Road, within the downtown development area of the City (the “SR316 Land”), in order to preserve the SR316 Land for future development, and to finance the costs of issuing the Series 2020A Bond and the Series 2020B Bond (collectively the “Bonds”); and

WHEREAS, under the terms of the Original Contract, the City (i) agreed to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Bonds when due, and (ii) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Contract; and

WHEREAS, the Authority sold the Bonds to JPMorgan Chase Bank, N.A. (the “Bond Buyer”) pursuant to a Bond Purchase Agreement, dated June 12, 2020 (the “Bond Purchase Agreement”), between the Authority and the Bond Buyer; and

WHEREAS, the Authority and the City now desire to permit the Authority to use a portion of the proceeds of the Series 2020B Bond to finance the costs of acquiring, rehabilitating, and improving, in addition to the SR316 Land, two additional parcels of land located at 436 and 451 Huff Drive within the downtown development area of the City (the “Additional Land”), in order to preserve the Additional Land for future development; and

WHEREAS, to accomplish the foregoing, the Authority and the City propose to enter into a First Amendment to Intergovernmental Economic Development Contract, to be dated the date of its execution and delivery (the “First Amendment to Contract”), supplementing and amending the Original Contract, in order to amend the term “Land” to include the Additional Land, and to make other necessary changes; and

WHEREAS, prior to the execution and delivery of the First Amendment to Contract, the Authority will obtain the consent of the Bond Buyer, as required by Section 3.2(d) of the Original Contract and Section 14.3 of the Bond Purchase Agreement; and

WHEREAS, after careful study and investigation, the City desires to enter into the First Amendment to Contract, a copy of the form of which has been submitted to the City Council of the City, is now on file with the City Council of the City, and is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lawrenceville, Georgia as follows:

1. The form, terms, and conditions and the execution, delivery, and performance of the First Amendment to Contract, attached hereto as Exhibit "A", are hereby approved and authorized. The First Amendment to Contract shall be in substantially the form submitted to the City Council of the City with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tempore of the City, whose approval thereof shall be conclusively evidenced by the execution of the First Amendment to Contract.

2. The Mayor or Mayor Pro Tempore of the City is hereby authorized and directed to execute on behalf of the City the First Amendment to Contract, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tempore and City Clerk of the City are authorized and directed to deliver the First Amendment to Contract on behalf of the City to the other parties thereto, and to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Bonds and the carrying out of the transactions authorized by this Supplemental Resolution or contemplated by the instruments and documents referred to in this Supplemental Resolution.

3. This Supplemental Resolution and the First Amendment to Contract, as approved by this Supplemental Resolution, which are hereby incorporated in this Supplemental Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Supplemental Resolution.

4. Except to the extent the same is in conflict herewith, the Original Resolution is hereby ratified and reaffirmed. The provisions of this Supplemental Resolution shall be read as additions to, and not as substitutes for or modifications of (except as otherwise specifically provided herein), the provisions of the Original Resolution.

5. All motions, orders, ordinances, bylaws, resolutions, and parts thereof in conflict herewith are hereby repealed to the extent only of such conflict. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

6. This Supplemental Resolution shall become effective immediately, and if any section, paragraph, clause, or provision hereof shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions hereof.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 26th day of April 2023.

CITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By: 
Mayor

Attest:


City Clerk

EXHIBIT A

Form of First Amendment to
Intergovernmental Economic Development Contract

[Attached]

**FIRST AMENDMENT TO INTERGOVERNMENTAL
ECONOMIC DEVELOPMENT CONTRACT**

This **FIRST AMENDMENT TO INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT** (this “First Amendment to Contract”), made and entered into as of _____, 2023, by and between the City of Lawrenceville, Georgia (the “City”), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Downtown Development Authority of the City of Lawrenceville, Georgia (the “Authority”), a public corporation duly created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, in consideration of the issuance by the Authority of its (1) \$2,985,000 in original aggregate principal amount of its Taxable Economic Development Refunding Revenue Bond, Series 2020A (the “Series 2020A Bond”), in order to refinance the costs of acquiring and improving approximately 31.756 acres of land located adjacent to Georgia Gwinnett College within the downtown development area of the City (the “College Land”), in order to preserve the College Land for future development, and (2) \$15,225,000 in original aggregate principal amount of its Taxable Economic Development Revenue Bond, Series 2020B (the “Series 2020B Bond”), to finance the costs of acquiring, rehabilitating, and improving parcels of land located within an area bounded by State Route 316, State Route 20, Collins Hill Road, and Hurricane Shoals Road, within the downtown development area of the City (the “SR316 Land”), in order to preserve the SR316 Land for future development, and to finance the costs of issuing the Series 2020A Bond and the Series 2020B Bond (collectively the “Bonds”), the City entered into an Intergovernmental Economic Development Contract, dated as of June 12, 2020 (the “Original Contract”), with the Authority, under the terms of which the City (i) agreed to make payments to the Authority in amounts sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Bonds when due, and (ii) agreed to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City’s obligations under the Original Contract; and

WHEREAS, the Bonds were purchased and are owned by JPMorgan Chase Bank, N.A. (the “Bond Buyer”) pursuant to the terms of a Bond Purchase Agreement, dated June 12, 2020 (the “Bond Purchase Agreement”), between the Authority and the Bond Buyer; and

WHEREAS, the Authority and the City now desire to supplement and amend the Original Contract in order to permit the Authority to use a portion of the proceeds of the Series 2020B Bond to finance the costs of acquiring, rehabilitating, and improving, in addition to the SR316 Land, two additional parcels of land located at 436 and 451 Huff Drive within the downtown development area of the City (the “Additional Land”), in order to preserve the Additional Land for future development; and

WHEREAS, the Authority has obtained the consent of the Bond Buyer to this First Amendment to Contract, as required by Section 3.2(d) of the Original Contract and Section 14.3 of the Bond Purchase Agreement;

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the Authority do hereby agree, and the Original Contract is hereby supplemented and amended, as follows:

ARTICLE I

DEFINITIONS

Unless otherwise clearly indicated by the context, all words, terms, and phrases appearing in capitalized form in this First Amendment to Contract shall have the meanings ascribed to them in Article I of the Original Contract. The definitions contained in Article I of the Original Contract are hereby amended, modified, and supplemented as follows:

“Additional Land” means the real estate described in Exhibit A attached to the First Amendment to Contract, which, by this reference thereto, is incorporated herein.

“First Amendment to Contract” means the First Amendment to Intergovernmental Economic Development Contract, dated _____, 2023, between the Authority and the City.

“Land” means, collectively, the College Land, the Additional Land, and the SR316 Land.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) **Reaffirmation.** The City hereby reaffirms each of its representations contained in Section 2.1 of the Original Contract except for the representations contained in paragraph (m) of such Section.

Section 2.2. Representations of the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) **Reaffirmation.** The Authority hereby reaffirms each of its representations contained in Section 2.2 of the Original Contract.

ARTICLE III

AMENDMENTS TO ORIGINAL CONTRACT

Section 3.1. Amendments to Sections 4.1, 4.2, and 4.3. All references in Sections 4.1, 4.2, and 4.3 of the Original Contract to “the SR316 Land” shall be deemed to include a reference to the Additional Land.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Confirmation of Original Contract. Except as expressly supplemented and amended by this First Amendment to Contract, the Original Contract is and shall remain unchanged and in full force and effect in accordance with its terms. Nothing in this First Amendment to Contract is intended, or shall be construed, to constitute a novation or an accord and satisfaction of the Bonds or any indebtedness evidenced thereby or to modify, affect, or impair the perfection or continuity of the Bondholder's security interests in or other liens on any collateral for the Bonds.

Section 4.2. Execution of Counterparts. This First Amendment to Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals to Follow]

IN WITNESS WHEREOF, the City has executed this First Amendment to Contract by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the City to be impressed hereon and attested by its City Clerk; and the Authority has executed this First Amendment to Contract by causing its name to be hereunto subscribed by its Chairman and by causing the corporate seal of the Issuer to be impressed hereon and attested by its Secretary; and all being done as of the day and year first above written.

CITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
LAWRENCEVILLE, GEORGIA**

(SEAL)

By: _____
Chairman

Attest:

Secretary

EXHIBIT A

DESCRIPTION OF ADDITIONAL LAND

436 Huff Drive – Tract A

All that tract or parcel of land lying and being in Land Lot 143, 5th District, being in the City of Lawrenceville. Gwinnett County, Georgia, and being more particularly described as follows:

Commencing at the intersection centerlines of Langley Drive and Huff Street and run North 85 degrees 44 minutes 58 seconds West for a distance of 236.70 feet to a point on the Northerly right of way (25 feet from centerline) of aforesaid Huff Street, said point being THE POINT OF BEGINNING of tract being described and running thence Westerly along the right of way.

South 75 degrees 33 minutes 44 seconds West for a distance of 395.88 feet, a chord bearing and distance of a curve to the left, said curve having a radius of 979.63 feet and an arc distance of 398.63 feet to a point;

South 63 degrees 54 minutes 20 seconds West for a distance of 128.46 feet to a point on the right of way (variable) of Pinetree Drive; run thence Northwesterly along the right of way of said Pinetree Drive.

North 30 degrees 47 minutes 00 seconds West for a distance of 207.86 feet to a point; thence leaving said Pinetree Drive run.

North 79 degrees 52 minutes 03 seconds East for a distance of 608.63 feet to a point.

South 02 degrees 37 minutes 44 seconds East for a distance of 130.57 feet to the POINT OF BEGINNING.

Herein described tract is comprised of 1.876 acres and is designated tract A, as shown on a plat dated 7/27/06, prepared by Farley-Collins-Whidden, GRLS #1435 and GRLS #2632.

451 Huff Drive – Tract B

All that tract or parcel of land lying and being in Land Lot 143, 5th District, being in the City of Lawrenceville. Gwinnett County, Georgia, and being more particularly described as follows:

Commencing at the intersection centerlines of Langley Drive and Huff Street and run South 63 degrees 37 minutes 01 seconds West for a distance of 60.04 feet to a point on the Southerly right of way (25 feet from the centerline) of aforesaid Huff Street, said point being THE POINT OF BEGINNING of tract being described and running thence along the right of way of Huff Street and aforesaid Langley Drive.

South 47 degrees 57 minutes 36 seconds East for a distance of 20.76 feet to a chord bearing and distance of a curve to the right, said curve having a radius of 15 feet and an arc distance of 22.93 feet to a point; thence continuing along the right of way of Langley Drive.

South 10 degrees 28 minutes 22 seconds East for a distance of 96.70 feet a chord bearing and distance of a curve to the left, said curve having a radius of 438.52 feet and an arc distance of 96.89 feet to a point; thence leaving said Langley Drive run.

South 79 degrees 43 minutes 19 seconds West for a distance of 170.57 feet to a point;
South 01 degrees 26 minutes 52 West for a distance of 167.94 feet to a point;
North 80 degrees 12 minutes 07 seconds West for distance of 99.67 feet to a point;
North 69 degrees 20 minutes 46 seconds West for a distance of 142.67 feet to a point;
South 64 degrees 16 minutes 02 seconds West for a distance of 201.25 feet to a point on the right of way (variable) of Pinetree Drive; run thence along the right of way of Pinetree Drive North 30 degrees 47 minutes 00 seconds West for a distance of 201.74 feet to a point of intersection with Southerly right of way (25 feet from the centerline) of aforesaid Huff Street; thence running Easterly along right of way of Huff Street.

North 63 degrees 54 minutes 20 seconds East for a distance of 124.36 feet to a point; North 76 degrees 03 minutes 54 seconds East for a distance of 391.64 feet to a chord bearing and distance of a curve to the right, said curve having a radius of 929.64 feet and an arc distance of 394,59 feet to a point;

North 88 degrees 13 minutes 28 seconds East for a distance of 163.62 feet to the POINT OF BEGINNING.

Herein described tract is comprised of 3.044 acres and is designated as tract B, as shown on plat dated 7/27/06 prepared by Farley-Collins-Whidden, GRLS #1435 and GRLS #2632.

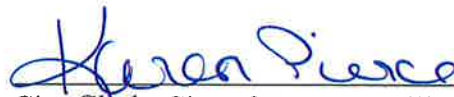
CITY CLERK'S CERTIFICATE

I, **KAREN PIERCE**, the duly appointed, qualified, and acting City Clerk of the City of Lawrenceville, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on April 26, 2023, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of 5 Yea and 0 Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 26th day of April 2023.

(SEAL)





City Clerk, City of Lawrenceville, Georgia

RESOLUTION RES-2023-9

RESOLUTION FOR THE PURCHASE OF 436 HUFF DRIVE AND 451 HUFF DRIVE

WHEREAS, the City of Lawrenceville, Georgia (hereinafter "City") and the Downtown Development Authority of the City of Lawrenceville, Georgia (hereinafter "DDA") did enter into an Intergovernmental Economic Development Contract dated June 12, 2020, (hereinafter "IEDC") related to the issuance of \$15,225,000 in Taxable Economic Development Revenue Bonds, Series 2020B which has been amended by an amendment approved on April 26, 2023 (hereinafter "2020 DDA Bonds"); and

WHEREAS, under the terms of the IEDC, the City is authorized to, on the DDA's behalf, identify particular properties proposed to be acquired by the DDA using the proceeds of the 2020 DDA Bonds, and to negotiate and work with prospective sellers of such properties upon such terms and conditions as are directed by the City in order for the DDA to acquire title to such properties; and

WHEREAS, the City has purchased certain properties from D.H. Davis Properties, LLC, which properties are described on Exhibit A which is attached hereto and incorporated herein by reference (hereinafter "Davis Properties") using City funds and desires for the DDA to purchase the Davis Properties from the City using the proceeds of the 2020 DDA Bonds and to use the Davis Properties for redevelopment purposes; and

NOW THEREFORE IT IS HEREBY RESOLVED that the DDA will purchase the Davis Properties from the City for a purchase price of Five Million Thirteen Thousand Nine Hundred Dollars (\$5,013,9000.00). The DDA shall use proceeds from the 2020 DDA Bonds to purchase said property. After the purchase, the DDA shall use the Davis Properties for redevelopment purposes in accordance with the terms of the IEDC. Any redevelopment use proposed for the Davis Property shall be specifically approved by the City.

The Mayor, City Manager, City Clerk, City Attorney, and other appropriate representatives of the City are hereby authorized and directed to take all appropriate actions to complete the transactions authorized by this Resolution.

IT IS SO RESOLVED this 26 day of April, 2023.



David R. Still, Mayor

Attest:



Karen Pierce, City Clerk

EXHIBIT A

Legal Description

436 Huff Drive – Tract A

All that tract or parcel of land lying and being in Land Lot 143, 5th District, being in the City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described as follows:

Commencing at the intersection centerlines of Langley Drive and Huff Street and run North 85 degrees 44 minutes 58 seconds West for a distance of 236.70 feet to a point on the Northerly right of way (25 feet from centerline) of aforesaid Huff Street, said point being THE POINT OF BEGINNING of tract being described and running thence Westerly along the right of way.

South 75 degrees 33 minutes 44 seconds West for a distance of 395.88 feet, a chord bearing and distance of a curve to the left, said curve having a radius of 979.63 feet and an arc distance of 398.63 feet to a point;

South 63 degrees 54 minutes 20 seconds West for a distance of 128.46 feet to a point on the right of way (variable) of Pinetree Drive; run thence Northwesterly along the right of way of said Pinetree Drive.

North 30 degrees 47 minutes 00 seconds West for a distance of 207.86 feet to a point; thence leaving said Pinetree Drive run.

North 79 degrees 52 minutes 03 seconds East for a distance of 608.63 feet to a point.

South 02 degrees 37 minutes 44 seconds East for a distance of 130.57 feet to the POINT OF BEGINNING.

Herein described tract is comprised of 1.876 acres and is designated tract A, as shown on a plat dated 7/27/06, prepared by Farley-Collins-Whidden, GRLS #1435 and GRLS #2632.

451 Huff Drive – Tract B

All that tract or parcel of land lying and being in Land Lot 143, 5th District, being in the City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described as follows:

Commencing at the intersection centerlines of Langley Drive and Huff Street and run South 63 degrees 37 minutes 01 seconds West for a distance of 60.04 feet to a point on the Southerly right of way (25 feet from the centerline) of aforesaid Huff Street, said point being THE POINT OF BEGINNING of tract being described and running thence along the right of way of Huff Street and aforesaid Langley Drive.

South 47 degrees 57 minutes 36 seconds East for a distance of 20.76 feet to a chord bearing and distance of a curve to the right, said curve having a radius of 15 feet and an arc distance of 22.93 feet to a point; thence continuing along the right of way of Langley Drive.

South 10 degrees 28 minutes 22 seconds East for a distance of 96.70 feet a chord bearing and distance of a curve to the left, said curve having a radius of 438.52 feet and an arc distance of 96.89 feet to a point; thence leaving said Langley Drive run.

South 79 degrees 43 minutes 19 seconds West for a distance of 170.57 feet to a point;
South 01 degrees 26 minutes 52 seconds West for a distance of 167.94 feet to a point;
North 80 degrees 12 minutes 07 seconds West for a distance of 99.67 feet to a point;
North 69 degrees 20 minutes 46 seconds West for a distance of 142.67 feet to a point;
South 64 degrees 16 minutes 02 seconds West for a distance of 201.25 feet to a point on the right of way (variable) of Pinetree Drive; run thence along the right of way of Pinetree Drive North 30 degrees 47 minutes 00 seconds West for a distance of 201.74 feet to a point of intersection with Southerly right of way (25 feet from the centerline) of aforesaid Huff Street; thence running Easterly along right of way of Huff Street.

North 63 degrees 54 minutes 20 seconds East for a distance of 124.36 feet to a point; North 76 degrees 03 minutes 54 seconds East for a distance of 391.64 feet to a chord bearing and distance of a curve to the right, said curve having a radius of 929.64 feet and an arc distance of 394.59 feet to a point;

North 88 degrees 13 minutes 28 seconds East for a distance of 163.62 feet to the POINT OF BEGINNING.

Herein described tract is comprised of 3.044 acres and is designated as tract B, as shown on plat dated 7/27/06 prepared by Farley-Collins-Whidden, GRLS #1435 and GRLS #2632.

ORDINANCE ADM-ORD-2023-2

**ORDINANCE CONFIRMING THE MEMBERS AND TERMS OF OFFICE OF THE LAWRENCEVILLE
BUILDING AUTHORITY**

WHEREAS, the Lawrenceville Building Authority Act ("the Act") was passed by the Georgia General Assembly in the 2015 Session as Act No. 295 (Ga. Laws 2015, Page 4219) and was signed into law by Governor Deal on May 12, 2015; and

WHEREAS, the Act created the Lawrenceville Building Authority ("the Authority") which began its existence on May 12, 2015, when the Act was signed by Governor Deal; and

WHEREAS, the Act created staggered terms and varying initial term lengths and then thereafter for on-going terms lasting four years in length; and

WHEREAS, the Council desires to clarify the existing and future terms the Authority.

NOW THEREFORE, the Council of the City of Lawrenceville hereby ordains and resolves that the following individuals are confirmed as being the members of the Lawrenceville Building Authority to hold the post designated for a four year term to expire on December 31 of the year shown below:

Post Number One:	Glenn Martin	term expires 2023
Post Number Two:	David Still	term expires 2023
Post Number Three:	Victoria Jones	term expires 2023
Post Number Four:	Austin Thompson	term expires 2025
Post Number Five:	Marlene Taylor-Crawford	term expires 2025

IT IS SO ORDAINED AND RESOLVED this 26 day of April, 2023.



David R. Still, Mayor

ATTEST:



Karen Pierce, City Clerk

RESOLUTION RES-2023-10

**A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF LAWRENCEVILLE**

WHEREAS, the City Council of the City of Lawrenceville (the "Council"), the governing body of the City of Lawrenceville, Georgia (the "Municipality"), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the Lawrenceville City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of Lawrenceville City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free, and vigorous debate while maintaining the highest standards of civility, honesty, and mutual respect; and

WHEREAS, City Council meetings are open to the public, and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness, and thoughtfulness between City officials, avoiding personal ill will, which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Lawrenceville pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the Lawrenceville City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others, and their viewpoints, and finding solutions for the betterment of the City of Lawrenceville.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent, as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff, and members of the public in a professional and respectful manner whether in-person, online, or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance, and civility are imperative to success and demonstrates the Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The Lawrenceville City Council expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

IT IS SO RESOLVED AND ADOPTED this 26 day of April, 2023.



David R. Still, Mayor

ATTEST:



Karen Pierce, City Clerk