



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, June 21, 2023
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. May 22, 2023 City Council Regular Meeting Minutes
2. June 07, 2023 Special Call, Work Session and Executive Session Minutes

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.

- [3.](#) View Point Co-Responder Agreement Renewal
- [4.](#) Purchase of 2500 KVA Transformers
- [5.](#) Renewal of Microsoft Enterprise Agreement (2nd Year)

- [6.](#) Approval of worker’s comp insurance excess coverage
- [7.](#) Gwinnett County-Wide Safety Plan Amendment Consent Agreement
- [8.](#) Resolution to modify the boundaries of the Downtown Entertainment District

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.

- [9.](#) RZR2023-00019; Colonnade Enterprises, Inc.; 335 Oak Street and 255 West Pike Street
- [10.](#) RZC2023-00047; Noel Benedict; 405 Scenic Highway
- [11.](#) North Downtown Lawrenceville Study Update

Council Business Old Business

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

- [12.](#) Adoption of Fiscal Year (FY) 2024 Budget Resolution

Council Business New Business

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

- [13.](#) Lawrenceville Public Works Equipment Shed Expansion Project
- [14.](#) 294, 302, and 306 W Pike St property acquisition
- [15.](#) Rescind the Sale of Surplus Property located in Land Lots 10 and 145 of the 5th and 7th Land Districts of Gwinnett County, Georgia

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 7, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** View Point Co-Responder Agreement Renewal
- Department:** Police Department
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$125,000.00 -\$152,000.00 (ARPA)
- Presented By:** John Mullin, Police Chief
- Action Requested:** Approve renewal agreement of yearly contract with View Point Health for them to provide licensed clinicians to assist the Lawrenceville Police Department with mental health calls for service and Authorize the Mayor to execute the renewal agreement upon review and approval of the City Attorney.

Summary: This request is to discuss the renewal of the contractual agreement with View Point Health Services to provide licensed clinicians to assist the police department with mental health calls for service

Background: Co-Responders will assist the Lawrenceville Police Department on the issues of mental health crises to reduce incarceration, provide necessary services and transition after a crisis conclusion, and reduce the recidivism of calls involving those having mental health issues

Fiscal Impact: The Co-Responder program is funded utilizing ARPA funding.
GL 1003210-531760 Project Code 10-001

Concurrences: Executive Staff is in agreeance

Attachments/Exhibits:
View Point Original Contract



Contract for Services



BETWEEN:

City of Lawrenceville
P.O. Box 2200
70 S Clayton St
Lawrenceville, GA 30046

View Point Health
175 Gwinnett Dr., Suite 365
Lawrenceville, GA 30046

These parties enter into this Contract for Service ("Contract") regarding Behavioral Health services provided by View Point Health (VPH) effective October 1, 2022. This Contract shall remain in effect for one (1) year and renews annually unless either Party gives the other party 30-days written notice of intent to cancel for any reason.

- A. Purpose. The City of Lawrenceville and View Point Health (also called the "Parties") establish an understanding whereby a licensed behavioral health clinician will be assigned to the Lawrenceville Police Department to provide mental health services through a Police-Mental Health Collaboration (PMHC) to implement a co-responder program. A PMHC is defined as a collaborative partnership with law enforcement agencies, mental health providers, and other community-based entities. PMHC programs are producing better outcomes for consumers, officers, and agencies.
- B. Duties, Term, and Compensation. View Point Health (VPH) shall provide the Lawrenceville Police Department one of the following personnel options. The personnel option will be collectively decided by View Point Health, Lawrenceville Police Department, and The City of Lawrenceville. Change between options can be made within contract terms when mutually agreed upon by the Parties.

Option A – One (1) fulltime licensed behavioral health clinician to conduct behavioral health evaluations and crisis intervention services to individuals identified by the Lawrenceville 911 Communications Center and/or officers of the Lawrenceville Police Department. One (1) fulltime Certified Peer Specialist (CPS) to provide after care and follow up support for individuals needing linkage to ongoing care, community resources and additional case management.

Option B - Two (2) fulltime Certified Peer Specialist (CPS) to provide after care and follow up support for individuals needing linkage to ongoing care, community resources and additional case management. Consultation with a Licensed Behavioral Clinician as needed for an hourly rate.

If a clinician or CPS is not available during any given month on a full-time basis, the monthly charge shall be adjusted accordingly. Depending on the agreed upon staffing configuration, the

City of Lawrenceville will pay View Point Health according to the fees outlines in the following table:

Provider Credentials	Monthly Amount	Annual Amount	Hourly Rate (if applicable)
Licensed Behavioral Health Clinician (1 FTE)	\$7,475.00	\$89,700.00	n/a
Certified Peer Specialist (1 FTE)	\$5,208.33	\$62,500.00	n/a
Licensed Behavioral Health Consultation (Hourly Rate)	n/a	n/a	\$45.00

C. Program Description. The City of Lawrenceville Police Department desires to implement a Police-Mental Health Collaboration (PMHC) co-responder program to supplement and enhance its current Crisis Intervention Team (CIT) service delivery model for mental health crisis response. The PMHC would establish a full scope of behavioral health services to individuals considered to have behavioral and emotional challenges or drug dependency issues in order to eliminate or limit the need for police officers to respond to those in a mental health crisis and further to establish access to a Mobile Crisis Response Team and to provide a Case Management Team for identified individuals. As the public community behavioral health provider, VPH desires to provide these services to the City of Lawrenceville Police Department through a recognized co-responder model. Behavioral Health Services are defined as comprehensive behavioral health assessments, individual and group counseling, linkage to community resources, and other “as needed” behavioral health services.

D. Responsibilities of View Point Health:

1. VPH will provide the Lawrenceville Police Department with a fulltime behavioral health clinician(s) and/or Certified Peer Specialist. The City of Lawrenceville may request a change in the clinician at any time and for any reason. In the event of a vacancy, VPH will communicate recruitment efforts with the City of Lawrenceville.
2. The behavioral health clinician will be available during work hours that were mutually agreed upon by VPH and the Lawrenceville Police Department.
3. VPH will provide a behavioral health clinician that will be available for emergency call out after hours during the week and on weekends and holidays at no additional cost.
4. VPH assigned staff will serve as a liaison to and collaborate with external organizations and agencies to further the efforts of the Lawrenceville Police Department PMHC.
5. VPH will provide individual and/or group therapy sessions at VPH facilities or in the individual’s residence when appropriate.
6. VPH will maintain all counseling documentation in a HIPAA-compliant electronic health record management system.
7. VPH will use its own equipment (e.g., computer, internet access, vehicle, and cellular telephone) to provide all services.
8. VPH will obtain and maintain all Releases of Information before starting treatment and therapy sessions.

9. VPH - with authorized Releases of Information - will coordinate with designated Lawrenceville Police personnel on a monthly basis regarding co-responder status, therapeutic progress and/or additional challenges.
10. VPH staff will work with Lawrenceville Police Department personnel on a mental health alert process for data sharing of information for the protection and health of individuals in which police may respond or have contact. Such a process will be consistent and compliant with all federal and state laws relating to privacy.
11. VPH will provide and supervise all personnel, who shall be employees or contractors of VPH, and under no circumstances shall be held out as or otherwise deemed to be employees of the City of Lawrenceville.
12. VPH and assigned Lawrenceville Police personnel will discuss to determine whether a higher level of service is indicated and necessary such as further assessment or review at the View Point temporary observation unit or admission to the Crisis Stabilization Unit.
13. VPH is responsible for all salaries and fringe benefits associated with its clinicians.
14. VPH clinicians will abide by all applicable City of Lawrenceville policies and procedures, as well as those of the Lawrenceville Police Department.
15. VPH clinicians shall be required to undergo a full background check, including submission to a criminal history background check.
16. VPH clinicians shall be required to undergo any designated training and certification to access restricted criminal history information, as applicable.
17. VPH shall be responsible for aftercare planning and services for as long as one year after the date of this Contract, including Relapse Prevention Planning, self-help, participation in peer-group therapy, and screening of participants in identified programs.
18. VPH will provide all necessary personal protective equipment (e.g.; masks, face shields, gloves, etc.) as needed by its clinicians to safely interact with in-crisis individuals or to conduct therapy sessions.
19. VPH agrees to protect, defend, hold harmless, and indemnify the City (its officers, agents, employees, elected officials, appointed officials, etc.) from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligence, recklessness, intentionally wrongful conduct, or errors or omissions of VPH or persons employed or utilized by VPH in the performance of the Contract.

VPH further agrees to protect, defend, indemnify, and hold harmless the City (its officers, agents, employees, elected officials, appointed officials) from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of VPH.

20. VPH will provide and maintain an active certificate of insurance listing the City of Lawrenceville as an additional insured for general liability coverage and for automobile

liability coverage. VPH will provide new certificates of insurance as soon as practicable upon renewal of either general liability or automobile liability coverage.

- 21. View Point Health will share deidentified data collected on the Police-Mental Health Collaboration (PMHC) co-responder program with the Lawrenceville Police Department and City of Lawrenceville.

E. Responsibilities of the Lawrenceville Police Department:

- 1. The Lawrenceville Police Department liaison/representative will be the Uniform Services Bureau Commander or designee.
- 2. The Lawrenceville Police Department will identify individuals who might benefit from behavioral health services and support.
- 3. The Lawrenceville Police Department will identify "high utilizers" and/or "complex care clients" for the assignment for VPH services.
- 4. The Lawrenceville Police Department will make referrals to VPH for it to provide clinical services.
- 5. The Lawrenceville Police Department will provide private office space for individual counseling sessions or at the View Point assessment and evaluation room when clinicians are working with individuals who need housing or transportation.
- 6. The Lawrenceville Police Department will maintain no therapeutic records of individuals enrolled in VPH services, nor will any member of the Lawrenceville Police Department access medical records not consistent with public safety objectives pursuant to federal or state laws.
- 7. The Lawrenceville Police Department and City of Lawrenceville will share deidentified data collected on the Police-Mental Health Collaboration (PMHC) co-responder program with View Point Health.

If the Lawrenceville Police Department determines that a clinician is not following policies and procedures or is not fit to provide appropriate and adequate behavior health services as part of this contract, the Lawrenceville Police representative will inform VPH immediately and the VPH clinician will no longer provide program services.

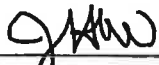
VPH and the Lawrenceville Police Department agree that their designated representatives will meet monthly to evaluate the program's progress. Issues that hinder progress will be addressed in a timely and collaborative manner. A monthly report will be provided by VPH on PMHC's activity.

F. Terms of Contract. The terms of this Contract are subject to change as additional terms may be added and existing terms may be altered or deleted, but any such changes shall be by written agreement and signed by both parties. The basic terms are:

- 1. Neither Party is prohibited from entering into negotiations with other third parties regarding the subject of this document.
- 2. Confidentiality. Both Parties acknowledge that during the period of collaboration each will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the other Party

and/or used by the other Party in operating its business including, without limitation, the Party's business and product processes, methods, customer lists, accounts, and procedures. If the information is not subject to the Open Records Act of Georgia, both Parties agree not to disclose the foregoing, directly or indirectly, or use them either during the term of this Contract or thereafter, except as required during this collaboration.

- 3. Termination. Either Party to this Contract may terminate this Contract at any time by thirty (30) day's written notice to the Chief Executive Officer of VPH or the City Manager of the City of Lawrenceville.
- 4. Choice of Law. The laws of the State of Georgia shall govern the validity of this Contract, constructing its terms and interpreting the rights and duties of the Parties.
- 5. Waiver. The waiver by one Party of breach of any provision of this Contract by the other shall not operate to be construed as a continuing waiver.
- 6. Assignment. The Parties to this Contract shall not assign their rights under this Contract, or delegate the performance of its duties without the prior written consent of the other Party to this Contract.
- 7. Notices. Any notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be deemed received by the other Party if personally served on a member of its Administration, or if deposited in the United States mail, certified or registered, directed to the City Manager of the City of Lawrenceville or VPH's CEO, postage prepaid, return receipt requested.
- 8. Modification or Amendment. No amendment, change or modification of this Contract shall be valid unless in writing and signed by the Parties.
- 9. Service Delivery Notice. Services are primarily funded by the City of Lawrenceville co-responder program and will cease to be provided if funding is no longer available.



 View Point Health
 Jennifer S. Hibbard
 Chief Executive Officer

 David Still
 Mayor
 City of Lawrenceville



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 21, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of 2500 KVA Transformers
- Department:** Electric
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$521,920.00
- Presented By:** Huston Gillis, Electric Director
- Action Requested:** Award Purchase of 2500 KVA Transformers to low bidder, Gresco Utility Supply in the amount of \$521,920.00.

Summary: This purchase is to provide 2500 KVA Transformers for the Northside Hospital Project. These transformers will be purchased based on the additional buildings and additional electrical load required for the project.

Fiscal Impact: Amount of \$521,920.00. This purchase is funded by the Capital Outlay Fund (5114600.541000). Project 06-040.

Attachments/Exhibits:
Bid Tabulation

**Purchase of 2500 KVA Transformers
Electric Department**

				JCL Energy, LLC		Gresco Utility Supply		Stuart C. Irby Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2500 KVA Transformer. Dual Voltage. 277/480	8	EA	\$97,670.00	\$781,360.00	\$65,240.00	\$521,920.00	N/B	N/B
	TOTAL			\$781,360.00		\$521,920.00		N/B	



LAWRENCEVILLE

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AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 21, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Renewal of Microsoft Enterprise Agreement (2nd Year)
- Department:** Information Technology
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$114,377.03
- Presented By:** Kyle Parker, Information Technology Director
- Action Requested:** Approval to renew the Microsoft Enterprise Agreement and to authorize the Mayor to execute any necessary agreements pending the City Attorney’s review and approval.

Summary: Staff is seeking approval to renew the second year of our three-year Microsoft Enterprise Agreement.

Background: The Microsoft Enterprise Agreement provides the software licenses necessary for our servers, workstations, and email system (Microsoft 365). Last year, Council approved a three-year Microsoft Enterprise Agreement.

Annually, we conduct a review of the licenses in use and reconcile any changes with Microsoft. This process, commonly referred to as "truing up," ensures that we have the proper licenses to meet our needs. Over the last year, we added additional licenses, mainly for new staff, resulting in an additional cost of \$5,604.60. This is in addition to our annual payment for the agreement of \$108,772.43.

Our Microsoft Enterprise Agreement is purchased from Dell Technologies.

Fiscal Impact: \$114,377.03 This will be funded by the Operating Budget (1001537-522210).

Attachments/Exhibits:
US_QUOTE_1023169065423.1 (Annual Payment).pdf



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	1023169065423.1	Sales Rep	Andrea Anderson
Total	\$108,772.43	Phone	(800) 456-3355, 7231314
Customer #	4835680	Email	Andrea.Anderson1@Dell.com
Quoted On	May. 11, 2023	Billing To	KIM HAYS
Expires by	Jun. 09, 2023		CITY OF LAWRENCEVILLE
Contract Code	25AFO		70 S CLAYTON ST
			PO BOX 2200
			LAWRENCEVILLE, GA 30046-5727

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Andrea Anderson

Shipping Group

Shipping To

KYLE PARKER
CITY OF LAWRENCEVILLE
70 S CLAYTON ST
LAWRENCEVILLE, GA 30046-5727

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	\$18.36	190	\$3,488.40
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	\$201.36	120	\$24,163.20
VLA ENTERPRISE WINDOWS ENT SA PERUSR FROMSA USL PLATFORM SUBLIC ALL LNG	\$50.88	120	\$6,105.60
VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	\$16.57	120	\$1,988.40

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	\$409.44	105	\$42,991.20
VLA ENTERPRISE WINDOWS ENT SA PERUSR USL PLATFORM SUBLIC ALL LNG	\$57.72	105	\$6,060.60
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	\$19.33	105	\$2,029.65
VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	\$73.20	70	\$5,124.00
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$19.47	12	\$233.64
VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC	\$1,014.49	11	\$11,159.39
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	\$590.82	8	\$4,726.56
VLA ENTERPRISE SQL CLIENT PER USER SOFTWARE ASSURANCE ALL LANGUAGES	\$34.41	5	\$172.05
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES	\$19.84	5	\$99.20
VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES	\$128.33	1	\$128.33
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	\$147.92	1	\$147.92
VLA ENTERPRISE WINSVRSTDCORE ALNG SA MVL 16LIC CORELIC	\$154.29	1	\$154.29

Subtotal:	\$108,772.43
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$108,772.43

Shipping Group Details

Shipping To

KYLE PARKER
 CITY OF LAWRENCEVILLE
 70 S CLAYTON ST
 LAWRENCEVILLE, GA 30046-5727

		Quantity	Subtotal	
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR		190	\$3,488.40	
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365 EXCHG ATP FORGOV SHRDSVR ALNG SUBSVL MVL PERUSR	AC165272	-	190	-
		Quantity	Subtotal	
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PERUSR ALL LANG		120	\$201.36	\$24,163.20
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PERUSR ALL LANG	AC165266	-	120	-
		Quantity	Subtotal	
VLA ENTERPRISE WINDOWS ENT SA PERUSR FROMSA USL PLATFORM SUBLIC ALL LNG		120	\$50.88	\$6,105.60
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT SA PERUSR FROMSA USL PLATFORM SUBLIC ALL LNG	AC165269	-	120	-
		Quantity	Subtotal	
VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PERUSR ALL LNG		120	\$16.57	\$1,988.40
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PERUSR ALL LNG	AC165270	-	120	-
		Quantity	Subtotal	
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL		105	\$409.44	\$42,991.20
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	AC165267	-	105	-
		Quantity	Subtotal	
VLA ENTERPRISE WINDOWS ENT SA PERUSR USL PLATFORM SUBLIC ALL LNG		105	\$57.72	\$6,060.60
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT SA PERUSR USL PLATFORM SUBLIC ALL LNG	AC165268	-	105	-
		Quantity	Subtotal	
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PERUSR ALL LNG		105	\$19.33	\$2,029.65
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	AC165271	-	105	-

			Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG		\$73.20	70	\$5,124.00
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	AC165273	-	70	-

			Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC		\$19.47	12	\$233.64
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	AC165265	-	12	-

			Quantity	Subtotal
VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC		\$1,014.49	11	\$11,159.39
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC	AC165263	-	11	-

			Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES		\$590.82	8	\$4,726.56
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	AC165261	-	8	-

			Quantity	Subtotal
VLA ENTERPRISE SQL CLIENT PER USER SOFTWARE ASSURANCE ALL LANGUAGES		\$34.41	5	\$172.05
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CLIENT PER USER SOFTWARE ASSURANCE ALL LANGUAGES	AC165259	-	5	-

			Quantity	Subtotal
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES		\$19.84	5	\$99.20
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES	AC165262	-	5	-

			Quantity	Subtotal
VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES		\$128.33	1	\$128.33
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
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VLA ENTERPRISE EXCHANGE SERVER SOFTWARE
ASSURANCE ALL LANGUAGES

AC165258

- 1

Quantity

Subtotal

VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES

\$147.92

1

\$147.92

Contract # 25AFO

Description

SKU

Unit Price

Quantity

Subtotal

VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES

AC165260

- 1

Quantity

Subtotal

**VLA ENTERPRISE WINSVRSTDCORE ALNG SA MVL 16LIC
CORELIC**

\$154.29

1

\$154.29

Contract # 25AFO

Description

SKU

Unit Price

Quantity

Subtotal

VLA ENTERPRISE WINSVRSTDCORE ALNG SA MVL 16LIC
CORELIC

AC165264

- 1

Subtotal: \$108,772.43
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$108,772.43

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	1033577849086.1	Sales Rep	Andrea Anderson
Total	\$5,604.60	Phone	(800) 456-3355, 7231314
Customer #	4835680	Email	Andrea.Anderson1@Dell.com
Quoted On	May. 11, 2023	Billing To	KYLE J PARKER IT DIRECTOR
Expires by	Jul. 10, 2023		CITY OF LAWRENCEVILLE
Contract Code	25AFO		70 S CLAYTON ST
Customer Agreement #	SPD-SPD0000060-0006		PO BOX 2200
			LAWRENCEVILLE, GA 30046-5727

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Andrea Anderson

Shipping Group

Shipping To	Shipping Method
KYLE PARKER CITY OF LAWRENCEVILLE 70 S CLAYTON ST LAWRENCEVILLE, GA 30046-5727	2nd Day-Charge Ground

Product	Unit Price	Quantity	Subtotal
VLA EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	\$214.02	10	\$2,140.20
VLA O365GOVE3 SHRDSVR ALNG SUBSVL MVL PERUSR	\$692.88	5	\$3,464.40
	Subtotal:		\$5,604.60
	Shipping:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$5,604.60

Shipping Group Details

Shipping To

KYLE PARKER
 CITY OF LAWRENCEVILLE
 70 S CLAYTON ST
 LAWRENCEVILLE, GA 30046-5727

Shipping Method

2nd Day-Charge Ground

	Quantity	Subtotal
VLA EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	10	\$2,140.20
Contract # 25AFO Customer Agreement # SPD-SPD0000060-0006		

Description	SKU	Unit Price	Quantity	Subtotal
VLA EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	AC577221	-	10	-

	Quantity	Subtotal
VLA O365GOVE3 SHRDSVR ALNG SUBSVL MVL PERUSR	5	\$3,464.40
Contract # 25AFO Customer Agreement # SPD-SPD0000060-0006		

Description	SKU	Unit Price	Quantity	Subtotal
VLA O365GOVE3 SHRDSVR ALNG SUBSVL MVL PERUSR	AC577222	-	5	-

Subtotal:	\$5,604.60
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$5,604.60

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JUNE 21, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Approval of worker’s comp insurance excess coverage
- Department:** City Manager
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$110,746.00
- Presented By:** Steve North, Deputy City Manager
- Action Requested:** Approval of worker’s comp insurance excess coverage

Summary: The City is self-insured for our required worker’s compensation coverage; however we purchase insurance for any one claim that goes over \$500,000 for general positions and \$750,000 for Police.

Fiscal Impact: Cost for insurance is \$110,746.00. City deductible as self-insured is \$500,000.

Attachments/Exhibits: Proposal from Broker



CITY OF LAWRENCEVILLE

SPECIFIC & AGGREGATE EXCESS INSURANCE

TERM: July 1, 2023 to July 1, 2024
MIDWEST EMPLOYERS CASUALTY (A+ XV)

<u>RENEWAL</u>	<u>EXPIRING</u>
1-year Term	1-year Term

SPECIFIC

Specific Limit	Statutory	Statutory
Specific Retention	\$ 500,000	\$ 500,000
	\$ 750,000 (Police)	\$ 750,000 (Police)
Employers Liability		
Limit	\$1,000,000	\$1,000,000
Retention	\$ 500,000	\$ 500,000
	\$ 750,000 (Police)	\$ 750,000 (Police)

AGGREGATE

Aggregate Limit	\$1,000,000	\$1,000,000
Minimum Agg. Retention	\$1,431,906	\$1,500,562

DEPOSIT PREMIUM

12 Month Estimated Payroll	\$16,829,760	\$16,829,760
Annual Deposit Premium	\$ 102,246	\$ 99,267
Annual Broker Fee	<u>\$ 8,500</u>	<u>\$ 8,500</u>
	\$ 110,746	\$ 107,767

NOTE: Broker Fee of \$8,500 is guaranteed for July 1, 2022 – 2023 policy year and July 1, 2023 - 2024 policy year. (Above premium is at 0% commission).



Other carriers approached below with the stated results, their underwriting requirements have not changed since last year:

Carrier

Safety National	Declined, does not meet their Minimum Premium
ACE / Chubb	\$5,000,000 Minimum SIR for Police
ARCH	Declined, cannot compete with SIR & Rate
Liberty Mutual	Declined due to Police Exposure and Minimum Premium
Star Insurance	Declined due to Police Exposure



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 21, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Gwinnett County-Wide Safety Plan Amendment Consent Agreement
- Department:** Natural Gas
- Date of Meeting:** Wednesday, June 21, 2023
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approve the Gwinnett County-Wide Safety Plan Amendment Consent Agreement and authorize the Mayor to execute the agreement subject to review and approval of the City Attorney

Summary: This item is a joint consent agreement between all natural gas providers in Gwinnett County to amend the County-Wide Safety Plan (Lawrenceville, Buford, Sugar Hill, Atlanta Gas Light) This plan was initially approved in 2015 by the GA Public Service Commission. The rule has an established process for amending the plan and boundaries.

Background: There are six revisions to the plan between Lawrenceville Natural Gas and Buford Gas, which staff has been working on since 2020. Three of which correct earlier minor inaccuracies for parcels already served by either party.

One revision adds the Summerwind subdivision (Alcovy Road), which went total electric, to Lawrenceville territory.

One revision allows Lawrenceville to serve Brooks Village subdivision on Brooks Road

One revision resolves a split parcel on Hwy 29 and Stanley Road (near 316)

Concurrences: State of Georgia Public Service Commission

Attachments/Exhibits:
Gwinnett CWSP_ Consent Agreement

**BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
STATE OF GEORGIA**

In Re:)
Gwinnett Countywide Safety Plan) Docket No. 29330
)

JOINT CONSENT AGREEMENT

Come Now, the Facilities Protection Unit Staff (“Staff”) of the Georgia Public Service Commission (“Commission”), and Applicants Atlanta Gas Light Company (“AGL”), the City of Buford (“Buford”), the City of Lawrenceville (“Lawrenceville”), and the City of Sugar Hill (“Sugar Hill”) (collectively, “Applicants”); and hereby agree to presentation of the following proposed disposition of the above-styled matter:

FINDINGS AND CONCLUSIONS

1.

The Commission has jurisdiction over this matter pursuant to *inter alia*: O.C.G.A. §§ 46-2-20, 46-2-30, 46-2-53, 46-2-90, 46-2-91, 46-4-1, 46-4-31, 46-4-34, 46-4-35, 50-13-1 *et. seq.*; and Georgia Public Service Commission Rules 515-9-1-.01 *et. seq.*, 515-9-3-.01 *et. seq.* and 515-9-7-.01 *et. seq.*; all regarding the safe installation and operation of gas distribution systems within the State of Georgia.

2.

Commission Staff has safety jurisdiction over the facilities of municipal natural gas providers as delegated by the Commission pursuant to the legal citations contained *supra*.

3.

Applicants hereby waive any further conclusions of law with respect to the above-styled matter and agree that the Commission may enter an order based upon the agreements contained herein and the attached Amended County-Wide Safety Plan (“CWSP”) agreed to by the Applicants (and attached hereto as Attachment “A-E”), without the necessity of receiving evidence in support thereof.

AGREEMENT

By signing below, Applicants and Staff hereby agree that the above-styled matters should be resolved by executing this Joint Consent Agreement as follows:

1.

This Joint Consent Agreement, if approved by the Commission, shall constitute a final resolution of the Gwinnett CWSP proceedings. Applicants agree that they will abide by the terms of this Joint Consent Agreement.

2.

The CWSP for Gwinnett County (see attached, Attachment "A") agreed to by the Applicants and Staff shall be the CWSP for Gwinnett County until otherwise ordered by the Commission.

3.

Compliance with all parts of the CWSP for Gwinnett County (*id.*) shall begin immediately upon issuance of the Commission Order adopting this CWSP. All timelines and action items contained within the Gwinnett CWSP shall be incorporated by reference into the body of this Consent Agreement as if specifically written herein and the failure of the Applicants to meet all such timelines and/ or act on all such action items shall be a violation of this Consent Agreement.

4.

All changes to the CWSP for Gwinnett County (*id.*) shall be made in accordance with *inter alia*, Commission Rule 515-9-7-.01 *et seq.*

5.

This Joint Consent Agreement shall not become effective until and unless it is approved by the Commission. Applicants enter into this Joint Consent Agreement without admission of fault or liability.

6.

The undersigned authorized representatives of Atlanta Gas Light Company and the Cities of Buford, Lawrenceville, and Sugar Hill acknowledge by their respective signatures below that each has read this Joint Consent Agreement and understands its contents. The undersigned hereby further acknowledge that each Applicant has a right to a hearing in these matters and does freely, knowingly, and voluntarily waive such right by entering into this Joint Consent Agreement. The undersigned hereby consent on each Applicant's behalf to the resolution of the Gwinnett CWSP proceedings as provided for herein.

This ____ day of _____ 2023:

Consented to:

Pedro Cherry, President, CEO, and Authorized
Representative of Atlanta Gas Light Company

Honorable Phillip Beard, City Commission Chairman
and Authorized Representative of the City of Buford

Honorable David Still, Mayor and Authorized
Representative of the City of Lawrenceville

Honorable Brandon Hembree, Mayor and Authorized
Representative of the City of Sugar Hill

Michelle Thebert, Director, GPSC Facilities Protection
Unit, on behalf of Staff



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to modify the boundaries of the Downtown Entertainment District

Department: City Administration

Date of Meeting: Wednesday, June 21, 2023

Fiscal Impact: none

Presented By: Barry Mock, Assistant City Manager

Action Requested: Recommend approval of the Resolution to modify the boundaries of the Downtown Entertainment District as presented.

Summary: Staff recommends expanding the boundary of the Entertainment District to include areas in/around the Train Depot, as well as parcels just across the tracks from the Train Depot. This revision also incorporates all of the ROW along N Perry street to allow open carry from downtown to the Depot area.

Background:

Fiscal Impact: None

Concurrences:

Attachments/Exhibits: Proposed Entertainment District boundary expansion

RESOLUTION _____

**RESOLUTION TO MODIFY THE BOUNDARIES OF
THE DOWNTOWN ENTERTAINMENT DISTRICT**

WHEREAS, the City of Lawrenceville, Georgia is authorized by Georgia law to regulate the sale and possession of alcoholic beverages within its corporate boundaries; and

WHEREAS, the governing authority of the City of Lawrenceville, Georgia has adopted an ordinance that sets rules and regulations for the sale and/or possession of alcoholic beverages depending on the geographic location within the City; and

WHEREAS, the Alcoholic Beverage Code for the City of Lawrenceville, Georgia permits the governing authority to set the boundaries of a Downtown Entertainment District by adopting a map by Resolution; and

WHEREAS, the governing authority of the City of Lawrenceville, Georgia established the original boundaries and limits of the Downtown Entertainment District in November of 2018; and

WHEREAS, the governing authority of the City of Lawrenceville, Georgia desires to amend the boundaries and limits of the Downtown Entertainment District by adopting this Resolution and the map attached hereto.

NOW THEREFORE, the governing authority of the City of Lawrenceville, Georgia hereby resolves to amend and establish new boundaries and limits of the Downtown Entertainment District as follows:

- (A) The map attached hereto, labeled Downtown Entertainment District and dated June 21, 2023 is adopted as the Downtown Entertainment District.



IT IS SO ORDAINED AND RESOLVED this 21st day of June, 2023.

David R. Still, Mayor

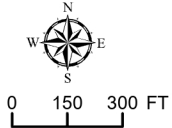
ATTEST:

Karen Pierce, City Clerk



- Legend**
-  Proposed Addition
 -  Entertainment District

ENTERTAINMENT DISTRICT





LAWRENCEVILLE

GEORGIA

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

Item: RZR2023-00019; Colonnade Enterprises, Inc.; 335 Oak Street and 255 West Pike Street
Department: Planning and Development
Date of Meeting: Wednesday, June 21, 2023
Applicant Request: Rezone 335 Oak Street from BGC (Central General Business District) to RS-60 (Single-Family Residential District) and change zoning conditions on 255 West Pike Street to reflect updated site plan.
Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

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

Summary: The applicant requests the rezoning of an approximately 0.44-acre parcel at 335 Oak Street from BGC (Central General Business District) to RS-60 (Single-Family Residential District). The Oak Street parcel is located along the southern right-of-way of Oak Street, between its intersections with Macedonia Street to the west and Culver Street to the east. Additionally, the applicant requests a change in conditions on the zoning of 255 West Pike Street (approximately 1.19 acres) to reflect the updated site plan. The Pike Street parcel is located along the northern right-of-way of West Pike Street, directly south of the Oak Street parcel. 335 Oak Street is currently developed with a surface parking lot and 255 West Pike Street is currently undeveloped vacant land; the applicant intends to assemble the parcels into a development with nine (9) single-family residential dwelling units at approximately 5.5 units per acre or 7,889 square feet per unit.



LAWRENCEVILLE

GEORGIA

Attachments/Exhibits:

- RZR2023-00019_Report
- RZR2023-00019_Planning and Development recommendations
- RZR2023-00019_Application
- RZR2023-00019_Letter of intent
- RZR2023-00019_Legal descriptions
- RZR2023-00019_Site plan
- RZR2023-00019_Survey 1 – 255 W Pike Street
- RZR2023-00019_Survey 2 – 335 Oak Street
- RZR2023-00019_Elevations
- RZR2023-00019_Aerial map (1:2,750)
- RZR2023-00019_Aerial map (1:5,500)
- RZR2023-00019_Character area map (1:2,750)
- RZR2023-00019_Character area map (1:5,500)
- RZR2023-00019_DDA map (1:2,750)
- RZR2023-00019_DDA map (1:5,500)
- RZR2023-00019_Zoning map (1:2,750)
- RZR2023-00019_Zoning map (1:5,500)



LAWRENCEVILLE

Planning & Development

Executive Summary of Zoning Proposal	
Case Number: RZR2023-00019	Location(s): 335 Oak Street & 255 W Pike Street
Parcel(s): R5146E039 & R5146#043	Zoning Proposal: Rezoning ON to OI
Proposed Development: Single-Family Residential Dwelling Unit	Recommendation: Approval with Conditions

ZONING HISTORY

335 Oak Street (PIN: 5146E039) has been zoned BGC (Central General Business District) since 1960. 255 West Pike Street was zoned BGC from 1960 until March 2023, when it was rezoned to RS-60 (Single-Family Residential District).

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 0.44-acre parcel at 335 Oak Street from BGC (Central General Business District) to RS-60 (Single-Family Residential District).

ZONING AND DEVELOPMENT STANDARDS

In order for this development to meet all the standards for the RS-60 zoning district, a number of variances will need to be adopted.

SURROUNDING ZONING AND USE

The surrounding area is composed of a myriad of zoning and use categories that is characteristic of Downtown Lawrenceville.

2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Downtown Character Area.

STAFF RECOMMENDATION

Planning and Development believes that the proposed development is of a quality consistent with the visions set forth for Downtown Lawrenceville in the 2040 Comprehensive Plan and the Livable Communities Initiative and will contribute to the so-called “halo effect” of positive developments throughout the City. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the request.



LAWRENCEVILLE

Planning & Development

CASE NUMBER: RZR2023-00019

APPLICANT: ROBERT MYERS

OWNER(S): LAWRENCEVILLE DOWNTOWN DEVELOPMENT
AUTHORITY & BELLSOUTH/AT&T

CONTACT: ROBERT MYERS - 404.805.9861

LOCATION(S): 335 OAK STREET & 255 W PIKE STREET

PARCEL ID(S): R5146E039 & R5146E043

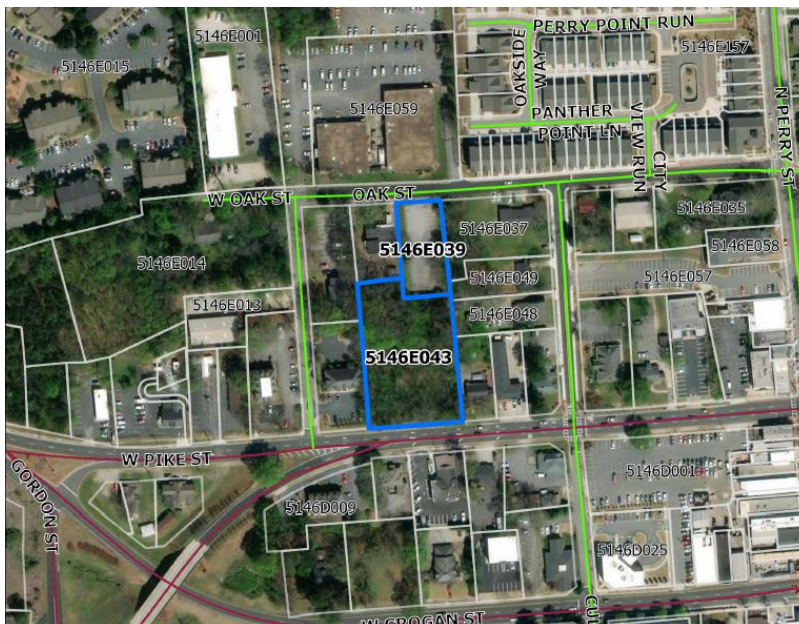
APPROXIMATE ACREAGE: 1.63

ZONING PROPOSAL: BGC (CENTRAL GENERAL BUSINESS DISTRICT) TO
RS-60 (SINGLE-FAMILY RESIDENTIAL DISTRICT)

PROPOSED DEVELOPMENT: NINE (9) SINGLE-FAMILY RESIDENTIAL DWELLING
UNITS

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

VICINITY MAP





LAWRENCEVILLE

Planning & Development

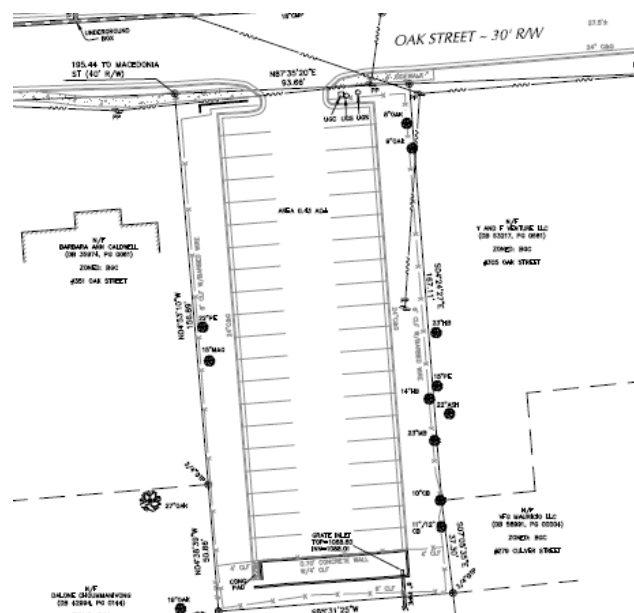
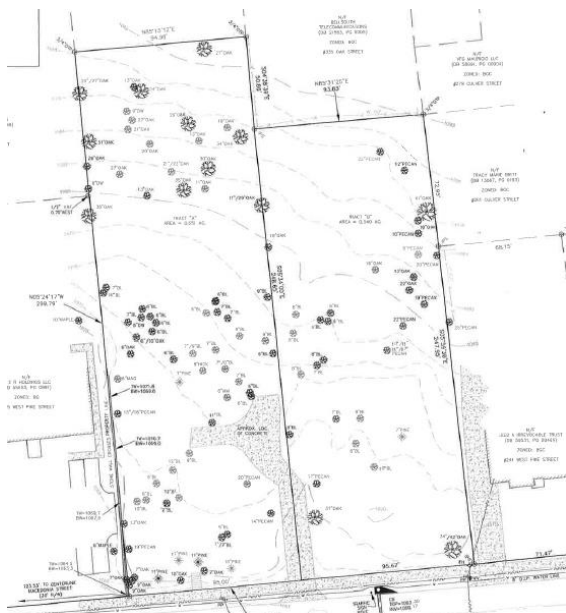
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LAND SURVEY





LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

The submitted site plan and letter of intent proposes the construction of nine (9) single-family detached dwelling units on the subject property. Each of the dwelling units will be a minimum of 1,800 square feet for one-story units and 2,000 square feet for two-story units. The façade, rear, and side elevations of each unit will consist of four (4) sides of fiber cement or wood siding and a thirty-six (36) inch water table. Furthermore, each unit will have a front-entry two-car garage with carriage-style garage doors.

Common green space will be distributed across the development, with approximately 5,028 square feet of passive green space located along the West Pike Street right-of-way and 1,360 square feet of green space located along the southern right-of-way of Oak Street. A total of 6,388 square feet (0.15 acres) will be allocated for passive green space, approximately 9% of the total development. The subject property will be accessed from West Pike Street and Oak Street with a shared private driveway that bisects the property; a Home Owner’s Association (HOA) will be established to maintain the shared drive and other common property elements.

In order for this development to meet all the standards for the RS-60 zoning district, a number of variances will need to be adopted. The variances requested by the applicant are as follows:

VARIANCE REQUESTS

Code Requirement	Variance Requested
Minimum lot area is ten (10) acres.	<i>Reduce minimum lot area to one & sixty two hundredths (1.62) acres.</i>
Front setbacks must be thirty-five (35) feet.	<i>Reduce front yard setback to twenty (20) feet from centerline of shared drive (property line).</i>
Rear setbacks must be twenty (20) feet.	<i>Reduce rear yard setback to fifteen (15) feet.</i>
Contiguous green space is encouraged.	<i>Green space shall be provided on the front lots adjacent to West Pike Street and Oak Street as shown on the preliminary site plan. As easement for shared use shall be provided.</i>



LAWRENCEVILLE

Planning & Development

Planning and Development believes that there is sufficient hardship to grant most of the requested variances. The ten (10) acre minimum development lot area prevents infill residential development in the city on all but the largest of lots, of which there are few. Smaller, denser developments such as this are appropriate for the Downtown area and will contribute towards its growing vibrancy.

While the size of the overall lot is sufficient for the development of nine individual units, with an average of approximately 7,840 square feet designated per dwelling unit, the narrow shape of the external boundary prevents the houses from meeting minimum setback requirements for the RS-60 zone. As such, we believe a reduction in the rear setbacks from 20' to 15' is appropriate for this development. Furthermore, separate front setback variances will be necessary to address the frontage along West Pike Street as well as internally – a variance reducing the front setback along West Pike Street from 35' to 30' will be sufficient for the external lots (1, 5 & 6). For the internal lots (2-4 and 7-9), a variance to reduce the front setback from 35' to 0' will be necessary, conditioned on an internal 20' setback from the centerline of the private drive for all lots. Finally, a variance will be necessary to reduce the minimum lot width from 60' to 0' for the internal lots (2-4 and 7-9).

The applicant also requested variances to allow for noncontiguous green space. A variance for this is not necessary since contiguous green space is merely encouraged and not required; as such, the green space as proposed on the site plan will be sufficient.

SURROUNDING ZONING AND USE

The surrounding area is composed of a myriad of zoning and use categories that is characteristic of Downtown Lawrenceville. While the majority of the parcels immediately surrounding the subject property are either zoned BGC (Central General Business District) or BG (General Business District), many of these properties are in fact used as single family homes. The parcel immediately the the east of the subject property is zoned RM-12 (Multifamily Residential District), though it is also used as a single family dwelling unit. The greater Downtown area

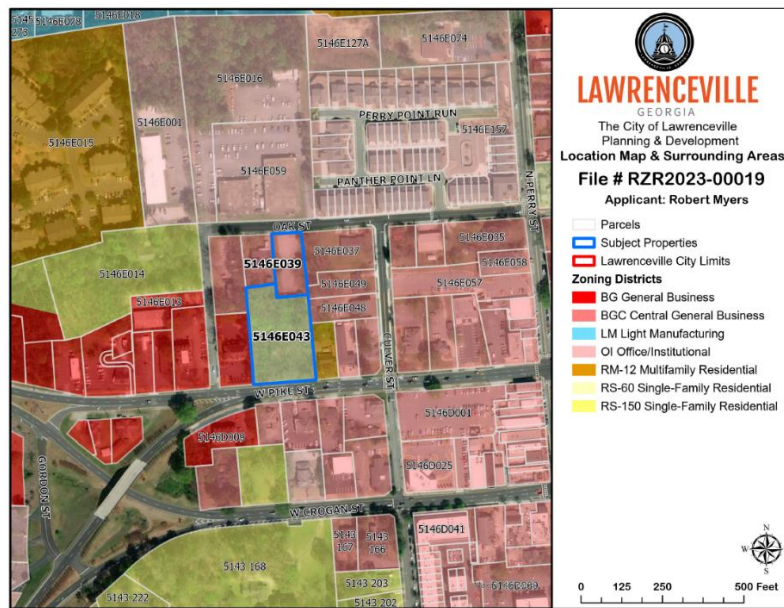


LAWRENCEVILLE

Planning & Development

contains a wide variety of both zoning and uses, including many single-family homes; indeed, additional residential dwellings would be appropriate for the area.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

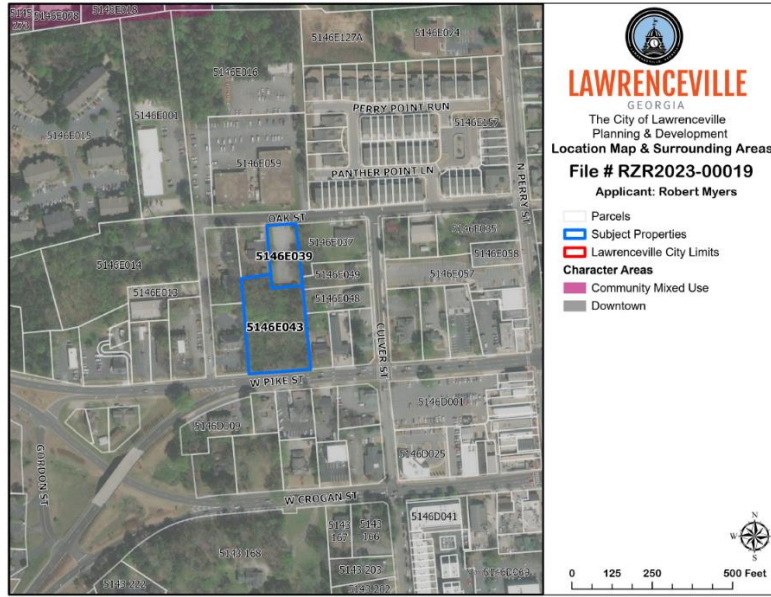
The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Downtown Character Area. Downtown is the heart of Lawrenceville, both in terms of its location and level of activity. It is the highest-intensity district in terms of its density and mixture of uses, particularly because of its mix of businesses and single-family uses. This Character Area supports a live-work-play lifestyle, with a variety of housing, employment, and entertainment options. As proposed, the request could be consistent with the intent of the 2040 Comprehensive Plan.



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LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, the proposal is consistent with the established zoning patterns and land uses found in the greater Downtown Lawrenceville area; that is, a fine-grained mixture of single-family residential development, higher density multifamily residential dwellings, and pedestrian-friendly retail and office space. Due to the wide range of uses and zoning types in the Downtown area, rezoning requests here must be considered through a critical lens that focuses less on use and more on the potential quality of development and degree to which it aligns with the long-term vision for growth. Planning and Development believes that the proposed development is of a quality consistent with the visions set forth for Downtown Lawrenceville in the 2040 Comprehensive Plan and the Livable Communities Initiative and will contribute to the so-called “halo effect” of positive developments throughout the City. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



LAWRENCEVILLE

Planning & Development

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 adjacent and nearby property;**

As proposed, the plan would be suitable in view of the use and development in the immediate area along West Pike Street, Oak Street, and the greater Downtown Lawrenceville area.

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

No; the proposed development will add more families to the Downtown area and the additional foot traffic that entails. This will enhance the business of commercial establishments in the area and contribute to a more vibrant 24/7 vision of Downtown Lawrenceville.

- 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 which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Transitioning from a lower intensity use (vacant land and surface parking) to a higher intensity one (single-family residential) will induce additional demand on public facilities in the form of traffic, utilities, school system, and stormwater runoff. That said, the effect would be negligible considering the relatively low density nature of the proposal.

- 5. Whether the zoning proposal is in conformity 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. The Downtown character area is district composed of a wide variety of



LAWRENCEVILLE

Planning & Development

uses at differing levels of intensity, so this rezoning conforms with the long-range plan.

- 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 proposed development would contribute to Lawrenceville's stock of mid-to high-income housing, identified as an outstanding need in the 2022 Lawrenceville Housing Study.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
RZR2023-00019_05012023

Approval of a RS-60 (Single-Family Residential District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Single-family dwelling units at maximum of nine (9) units/dwellings on approximately one & sixty three hundredths (1.63) acres at a density of five and six tenths (5.5) Units Per Acre (UPA).
 - B. The development shall be in general accordance with the site plan titled “Proposed Site Plan for West Pike Commons 335 Oak Street Lawrenceville Georgia 30046, prepared for Colonnade Homes Inc., prepared by Marchman Matthews Design Associates,” revised April 27, 2023. Final approval shall be subject to the review and approval of the Director of the Planning and Development Department.
 - C. The property shall have a private shared driveway as shown on the proposed site plan (1-B); it shall run through the middle of the subject property, perpendicular to West Pike Street and Oak Street. A Homeowner’s Association (HOA) shall be formed to maintain the shared drive and other common property elements.
 - D. All lots shall be oriented in accordance with the proposed site plan as noted in section 1-B. That is, their front façades shall face towards the shared internal private drive.
 - E. The new construction of a single-family detached dwelling unit shall require a minimum heated floor area, or a dwelling unit shall be 1,800 square feet for a one-story dwelling and 2,000 square feet for a two-story dwelling.
 - F. The new construction of a single-family detached dwelling unit shall require the design and construction of the façade, rear, and side elevations to consist of four (4) sides of fiber cement or wood siding and a thirty-six (36) inch water table, in accordance with the proposed elevations submitted. The final designs shall be subject to the review and approval of the Director of the Planning and Development Department.

G. Each single family detached dwelling unit shall have a two-car garage with carriage-style garage doors. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.

2. To satisfy the following site development considerations:

A. Live/Work Unit shall be subject to the minimum requirements of the City of Lawrenceville Building and Building Regulations, and the International Building Code (IBC). The final design shall be subject to the review and approval of the Director of Planning and Development.

B. Build or maintain a concrete sidewalk adjacent to the rights-of-way of West Pike Street and Oak Street.

C. Natural vegetation shall remain on the property until the issuance of a development permit.

D. Any utility relocations shall be the responsibility of the developer.

E. Access is provided by a private shared drive maintained by a Homeowner’s Association. Developer shall provide necessary easements.

3. The following variances are requested:

A. Variances to allow the nine (9) single-family residential structures, subject to the following:

i. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Development Size Requirement, allows the percent reduction of the Minimum Development Size Requirement from ten (10) acres to one & sixty three hundredths (1.63) of an acre.

ii. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Lot Width, allows for the reduction of the Minimum Lot Width for internal lots two (2) through four (4) and seven (7) through nine (9) of the proposed site plan (1-B) from sixty (60) feet to zero (0) feet.

iii. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Front Yard Setback, allows for the reduction of the Minimum Front Yard Setback for external lots one (1), five (5), and six (6) of the proposed site plan (1-

B) from thirty five (35) feet to thirty (30) feet from the rights-of-way of West Pike Street and Oak Street.

- a) Internal front yard setbacks for all lots shall be twenty (20) feet, as measured from the centerline of the shared private drive.
- iv. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Front Yard Setback, allows for the reduction of the Minimum Front Yard Setback for internal lots two (2) through four (4) and seven (7) through nine (9) of the proposed site plan (1-B) from thirty five (35) feet to zero (0) feet.
- a) Internal front yard setbacks for all lots shall be twenty (20) feet, as measured from the centerline of the shared private drive.
- v. A variance from the Zoning Ordinance, Article 1, Section 102.4 Subsection B. Lot Development Standards, Minimum Rear Yard Setback, allows the Minimum Rear Yard Setback from twenty (20) feet to fifteen (15) feet.
- a) Internal rear yard setbacks for all lots shall be fifteen (15) feet, as measured from the external property lines on the western and eastern sides of the subject property.



LAWRENCEVILLE GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Colonnade Enterprises, Inc.</u>	NAME: <u>Downtown Development Authority of the City of Lawrenceville, GA</u>
ADDRESS: <u>P. O. Box 769329</u>	ADDRESS: <u>P.O. Box 502</u>
CITY: <u>Roswell</u>	CITY: <u>Lawrenceville, GA 30046</u>
STATE: <u>GA</u> ZIP: <u>30076</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Rob Myers</u> PHONE: <u>404-805-9861</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>BGC</u> REQUESTED ZONING DISTRICT: <u>RS60</u>	
PARCEL NUMBER(S): <u>R5146EO39 and R5146EO43</u> ACREAGE: <u>.35 Acres</u> (site plan modification - 1.12 acres)	
ADDRESS OF PROPERTY: <u>335 Oak Street and 255 West Pike Street, Lawrenceville GA 30046</u>	

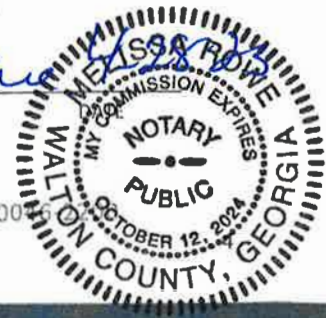


SIGNATURE OF APPLICANT [Signature] DATE 4/27/23
 Colonnade Enterprises, Inc.
 By: Robert A. Myers, President
 TYPED OR PRINTED NAME

[Signature] DATE 4.28.2023
 NOTARY PUBLIC

SIGNATURE OF OWNER [Signature] DATE 4-28-23
 Lee Merrill
 TYPED OR PRINTED NAME

[Signature] NOTARY PUBLIC



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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Colonnade Enterprises, Inc.</u>	NAME: <u>Bellsouth Telecommunications, LLC</u>
ADDRESS: <u>P. O. Box 769329</u>	ADDRESS: <u>1025 Lenox Park BLVD</u>
CITY: <u>Roswell</u>	CITY: <u>Atlanta</u>
STATE: <u>GA</u> ZIP: <u>30076</u>	STATE: <u>GA</u> ZIP: <u>30319</u>
CONTACT PERSON: <u>Rob Myers</u> PHONE: <u>404-805-9861</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>BGC</u> REQUESTED ZONING DISTRICT: <u>RS60</u>	
PARCEL NUMBER(S): <u>R5146EO39 and R5146EO43</u> ACREAGE: <u>.35 Acres</u>	
ADDRESS OF PROPERTY: <u>255 West Pike Street, Lawrenceville GA 30046</u> <i>(site plan modification - 1.12 acres)</i> <i>335 Oak Street and</i>	



SIGNATURE OF APPLICANT [Signature] DATE 4/27/23
 Colonnade Enterprises, Inc.
 By: Robert A. Myers, President

TYPED OR PRINTED NAME
[Signature]
 NOTARY PUBLIC DATE 4.28.2023

SIGNATURE OF OWNER [Signature] DATE 5/2/23

TYPED OR PRINTED NAME
JAMES WOODS
[Signature] DATE 05/02/2023
 NOTARY PUBLIC



RZR2023-00049
 RECEIVED: MAY 3, 2023
 PLANNING AND DEVELOPMENT DEPARTMENT



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)
N/A		

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.

2023-00019
RECEIVED: APRIL 28, 2023
PLANNING AND DEVELOPMENT DEPARTMENT

Letter of Intent – Rezoning Request

TO: City of Lawrenceville, Georgia
Department of Planning and Development

From: Colonnade Enterprises, Inc. (Purchaser/Developer)
Robert A. Myers, President

RE: Rezoning Request – Rezoning from BGC – Central General Business to RS60

Property: Tax Parcel R5146E039 and R5146E043

Address: 335 Oak Street and 255 Pike Street, Lawrenceville Georgia

Current Owner: ATT/Bellsouth and DDA Lawrenceville

We request this property be rezoned from BGC to RS60 with additional variances outlined below.

Proposed Use – we propose to build three (3) single family residences on Parcel R5146E039 and modify the approved site plan for Parcel R5146E043 for 6 lots.

1. To allow the use of the property as follows:
 - a. Three (3) single family detached dwelling units, accessory use, and structure.
 - b. The new construction of a single family detached dwelling unit shall require a minimum heated floor area, or a dwelling unit shall be 1,800 square feet for a one-story dwelling and 2,000 square feet for a two-story dwelling.
 - c. The new construction of a single family detached dwelling unit shall require the design and construction of the façade, rear, and side elevations to consist of four (4) sides of fiber cement or wood siding and a thirty-six (36) inch water table. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - d. Each single family detached dwelling unit shall have a two-car garage with carriage-style garage doors. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - e. The property shall have a private shared driveway as shown on the proposed site plan. A Home Owner’s Association (HOA) shall be formed to maintain the shared drive and other common property elements.
2. Site Development Considerations:
 - a. Natural vegetation shall remain on the property until the issuance of development permit.
 - b. Any utility relocations shall be the responsibility of the developer.
 - c. Access provided by a private shared drive maintained by a Homeowner’s Association. Developer shall provide necessary easements.

RZR2023-00019
RECEIVED: APRIL 28, 2023
PLANNING AND DEVELOPMENT DEPAR

- d. We propose to add this property to the adjoining property at 255 W. Pike Street which is approved for six (6) lots.
 - e. We are also requesting a modification to the site plan approved for 6 lots with Zoning Request R2R-2023-00018.
3. The following variances are requested.
- a. Variances to allow the three (3) single family residential structures, subject to the following:
 - i. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Development Size Requirement, allows the percent reduction of the Minimum Development Size Requirement from ten (10) acres to .44 acre.
 - ii. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Front Yard Setback, allows the reduction of the Minimum Yard Setback from thirty (35) feet to twenty (20) feet from center line of shared drive (property line).
 - iii. A variance from the Zoning Ordinance, Article 1, Section 102.4 Subsection B. Lot Development Standards, Minimum Side Yard Setback, allows the Minimum Side Yard Setback from ten (10) feet to five (5) feet.
 - iv. A variance from the Zoning Ordinance, Article 1, Section 102.4 Subsection B. Lot Development Standards, Minimum Rear Yard Setback, allows the Minimum Rear Yard Setback from twenty (20) feet to fifteen (15) feet.
 - v. Variance from Zoning Ordinance, Article 1, Section 103.2, Subsection F. Green Space. Green Space shall be provided at the Oak Street entrance as shown on the Preliminary Site Plan. An easement for shared use shall be provided.

Attachment: Preliminary Site Plan

EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in the City of Lawrenceville, in Land Lot 146 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the southern right-of-way line of Oak Street (40-foot right-of-way), said iron pin found located a distance of 195.44 feet as measured northeasterly along said right-of-way line of Oak Street, and following the curvature thereof, from the intersection of the southern right-of-way line of Oak Street with the eastern right-of-way line of Oak Street (30-foot right-of-way); running thence along the southern right-of-way line of Oak Street, north 89 degrees 34 minutes 21 seconds east a distance of 93.66 feet to an iron pin found; thence leaving the southern right-of-way line of Oak Street, and running south 02 degrees 25 minutes 26 seconds east a distance of 167.11 feet to an iron pin found; running thence south 05 degrees 06 minutes 34 seconds east a distance of 37.30 feet to an iron pin found; running thence south 87 degrees 30 minutes 26 seconds west a distance of 93.83 feet to an iron pin found; running thence north 03 degrees 22 minutes 18 seconds west a distance of 50.86 feet to an iron pin found; running thence north 02 degrees 40 minutes 26 seconds west a distance of 156.88 feet to the iron pin found at the POINT OF BEGINNING; according to Survey for "BellSouth Telecommunications, Inc.," dated July 29, 1999, updated June 6, 2000, prepared by Charles D. McCann & Associates, Inc., under the seal and certification of Charles D. McCann, Georgia Registered Land Surveyor No. 2245, and under Job No. MM3999A; said tract of land being improved property having a one-story frame building located thereon and having an address of 335 Oak Street according to the present system of numbering in the City of Lawrenceville; said tract of land containing 0.4410 acre according to said survey, which survey is incorporated herein and made a part hereof by reference.

CHAS D MCCANN
REGISTERED LAND SURVEYOR
NO. 2245

ATLLIB01 975825.1

LEGAL DESCRIPTION
#255 WEST PIKE STREET

ALL THAT TRACT or parcel of land lying in Land Lot 146 of the 5th District, of Gwinnett County, Georgia, being within the limits of the City of Lawrenceville, being more particularly described as follows:

Beginning at a rebar 193.53' Westerly from the beginning of a 25.00' miter between with Northern Rights-of-Way of West Pike Street (AKA GA 120) (60' R/W) and the Western Rights-of-Way of Oak Street (30' R/W); thence along the Northern Rights-of-Way of West Pike Street (AKA GA 120) (Variable R/W) S 85°04'45" W a distance of 190.67' to a rebar (said rebar being 123.53' Easterly from the intersection formed between the Northern Rights-of-Way of West Pike Street (AKA GA 120) (Variable R/W) and the centerline of Macedonia Street (30' R/W); thence leaving the Northern Rights-of-Way of West Pike Street (AKA GA 120) (Variable R/W) N 05°24'17" W along the property line common with R2R Holdings, LLC (Deed Book 55653, Page 891) and Marie E. Wilkins (Deed Book 29628, Page 158) a distance of 299.79' to a 3/4" open top pipe; thence N 85°15'12" E along the property line common with Barbara Ann Caldwell (Deed Book 35974, Page 61) a distance of 94.98' to a 3/4" open top pipe; thence S 04°38'39" E along the property line common with Bellsouth Telecommunications (Deed Book 21583, Page 5) a distance of 50.86' to a rebar; thence N 85°31'25" E along the property line common with Bellsouth Telecommunications (Deed Book 21583, Page 5) a distance of 93.83' to a 3/4" open top pipe; thence S 05°59'38" E along the property line common with Tracy Marie Britt (Deed Book 13067, Page 193) and Jeed II Irrevocable Trust (Deed Book 59531, Page 466) a distance of 247.95' to the Point of Beginning.

Said Tract of Land being known as #255 West Pike Street and being more particularly described on: Exhibit For: CEI Colonnade Ent Inc; prepared by: Gaddy Surveying & Design, Inc.; dated: February 8, 2023; containing 1.191 acres.

SURVEYOR'S CERTIFICATION

This plan is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any change to any and present boundaries. The recording jurisdiction of the documents, maps, plans, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAN DOES NOT CONSTITUTE AN ENDORSEMENT, AVAILABILITY OF PARTIES COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plan complies with the minimum professional standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 47-6-62.



V.P. Gaddy 01/26/23
VpGt, Gaddy, V, GA 31327-2661 DATE

THIS BOOK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 14,501 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 233,817 FEET.

A LEICA TS11 02" PPM TOTAL STATION WAS USED TO OBTAIN ANGLE AND LINEAR MEASUREMENTS. GRID LOCATION & TOPOGRAPHIC DATUM OBTAINED USING A DUAL FREQUENCY LEICA GS4+ RECEIVER AND GEORGIA UTM NETWORK. DATUM = NAVD83.

THIS PROPERTY IS NOT LOCATED INSIDE A DESIGNATED FLOOD SPECIAL FLOOD HAZARD AREA AS PER CHWINNETT COUNTY FLOOD INSURANCE RATE MAP #111100000, EFFECTIVE DATE 09/29/2006. TOTAL AREA = 1.19 ACRES.

PRIORITY ZONING: BGC - GENERAL BUSINESS DISTRICT. CITY OF LAWRENCEVILLE PLANNING & ZONING DEPARTMENT DETERMINATION FOR STRICKS IS REQUIRED.

SURVEY REFERENCE #1: SURVEY FOR BLM CLOSURE, PREPARED BY: NORTON & ASSOCIATES, DATED 04/17/14, 1999, RECORDED IN PLAT BOOK 85, PAGE 22 OF THE RECORDS OF THE CLERK OF THE SUPERIOR COURT FOR CHWINNETT COUNTY, PROPERTY KNOWN AS 433 OAK STREET.

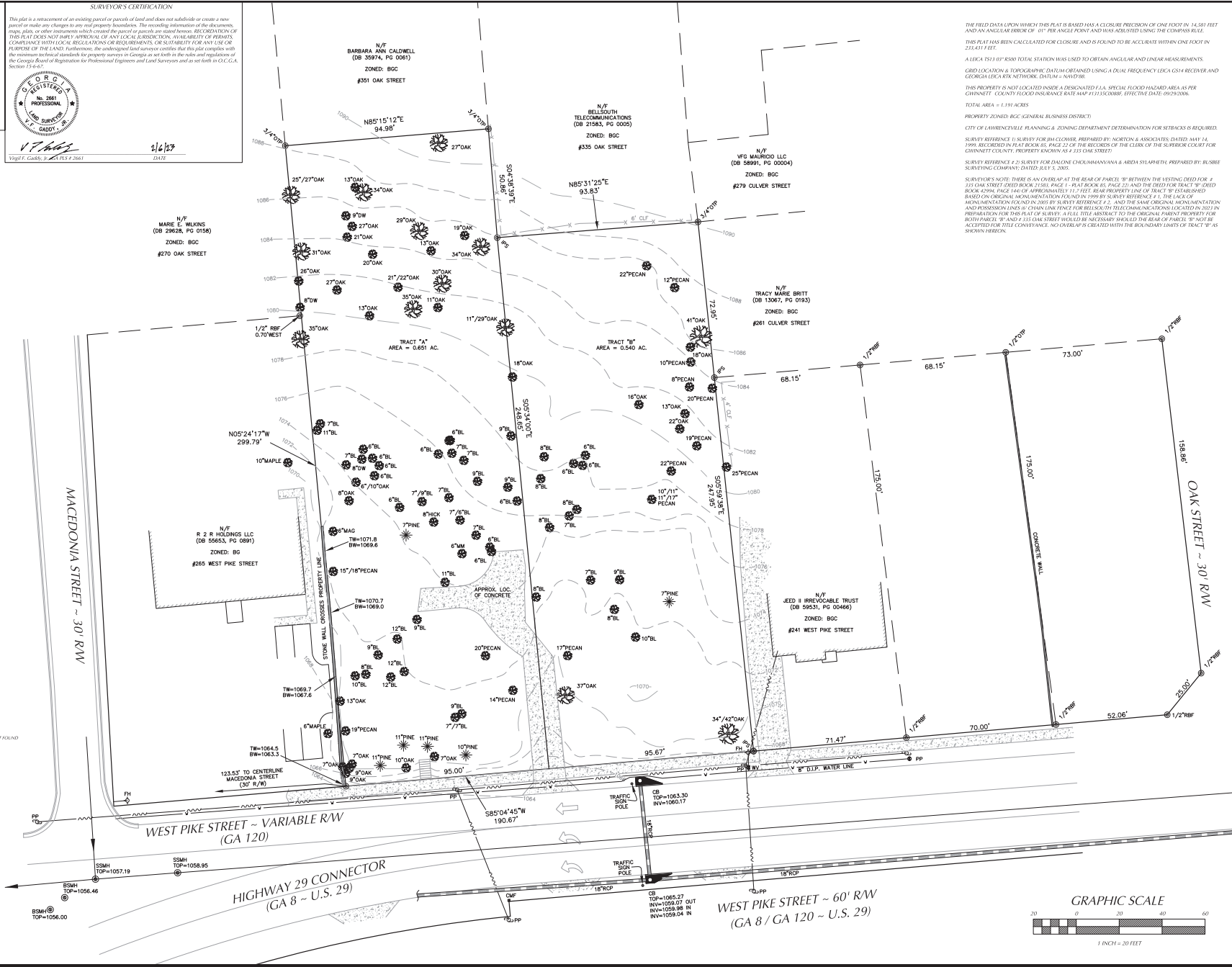
SURVEY REFERENCE #2: SURVEY FOR DUNCAN CHICKENMANNAVA & ARDIS SLS/SP/ETHL, PREPARED BY: BLSBEE SURVEYING COMPANY, DATED 03/11/2003.

SURVEYOR'S NOTE: THERE IS AN OVERLAP AT THE REAR OF PARCEL 'B' BETWEEN THE VESTING DEED FOR 433 OAK STREET (DEED BOOK 1056, PAGE 1) & PARCEL 'B' (PAGE 23) AND THE DEED FOR TRACT 'B' (DEED BOOK 4094, PAGE 144) OF APPROXIMATELY 11.7 FEET. REAR PROPERTY LINE OF TRACT 'B' ESTABLISHED BASED ON ORIGINAL ADJUDICATION FOUNDATION FOR SURVEY REFERENCE #1. THE LACK OF ADJUDICATION FOUNDATION, 2003 BY SURVEY REFERENCE #2, AND THE SAME ORIGINAL ADJUDICATION AND POSSESSION AND CHAIN OF TITLE FOR REAR OF PARCEL 'B' (CHWINNETT COUNTY RECORDS, 2003) IN PREPARATION FOR THIS PLAN OF SURVEY. A FULL TITLE ABSTRACT TO THE ORIGINAL PARCEL PROPERTY FOR BOTH PARCELS 'B' AND 433 OAK STREET WOULD BE NECESSARY TO AVOID THE REAR OF PARCEL 'B' NOT BE ACCEPTED IN TITLE CONVEYANCE. NO OVERLAP IS CREATED WITH THE BOUNDARY LINES OF TRACT 'B' AS SHOWN HEREON.

PROJECT NUMBER: CE-23-004
BY: V.P. GADDY
REVISION: 01-26-23
DATE: 01-26-23

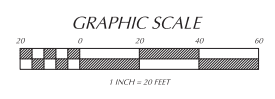


TOPOGRAPHIC SURVEY FOR: CEI COLONNADE ENT INC
2555 WEST PIKE STREET (GA 120)
LAND LOT 146 - 5TH DISTRICT
CITY OF LAWRENCEVILLE - CHWINNETT COUNTY, GEORGIA



LEGEND

BS	BROWN DOT
REF	REBAR FOUND
CT	CONCRETE FOUND
CP	CONCRETE FOUND
DB	DRY BROWN DOT
EB	EMERALD DOT
FB	FULL BROWN DOT
GB	GREEN DOT
IB	IRIDESCENT DOT
JB	JEWEL DOT
KB	KIT DOT
LB	LIGHT BROWN DOT
MB	MARBLE DOT
NB	NO BROWN DOT
OB	ORANGE DOT
PB	PINK DOT
RB	RED DOT
SB	SILVER DOT
TB	TAN DOT
UB	ULTRAVIOLET DOT
VB	VIOLET DOT
WB	WHITE DOT
XB	X-RAY DOT
YB	YELLOW DOT
ZB	ZINC DOT
AB	BLACK DOT
BB	BROWN DOT
CB	CONCRETE FOUND
DB	DRY BROWN DOT
EB	EMERALD DOT
FB	FULL BROWN DOT
GB	GREEN DOT
IB	IRIDESCENT DOT
JB	JEWEL DOT
KB	KIT DOT
LB	LIGHT BROWN DOT
MB	MARBLE DOT
NB	NO BROWN DOT
OB	ORANGE DOT
PB	PINK DOT
RB	RED DOT
SB	SILVER DOT
TB	TAN DOT
UB	ULTRAVIOLET DOT
VB	VIOLET DOT
WB	WHITE DOT
XB	X-RAY DOT
YB	YELLOW DOT
ZB	ZINC DOT





John Gruber 2023

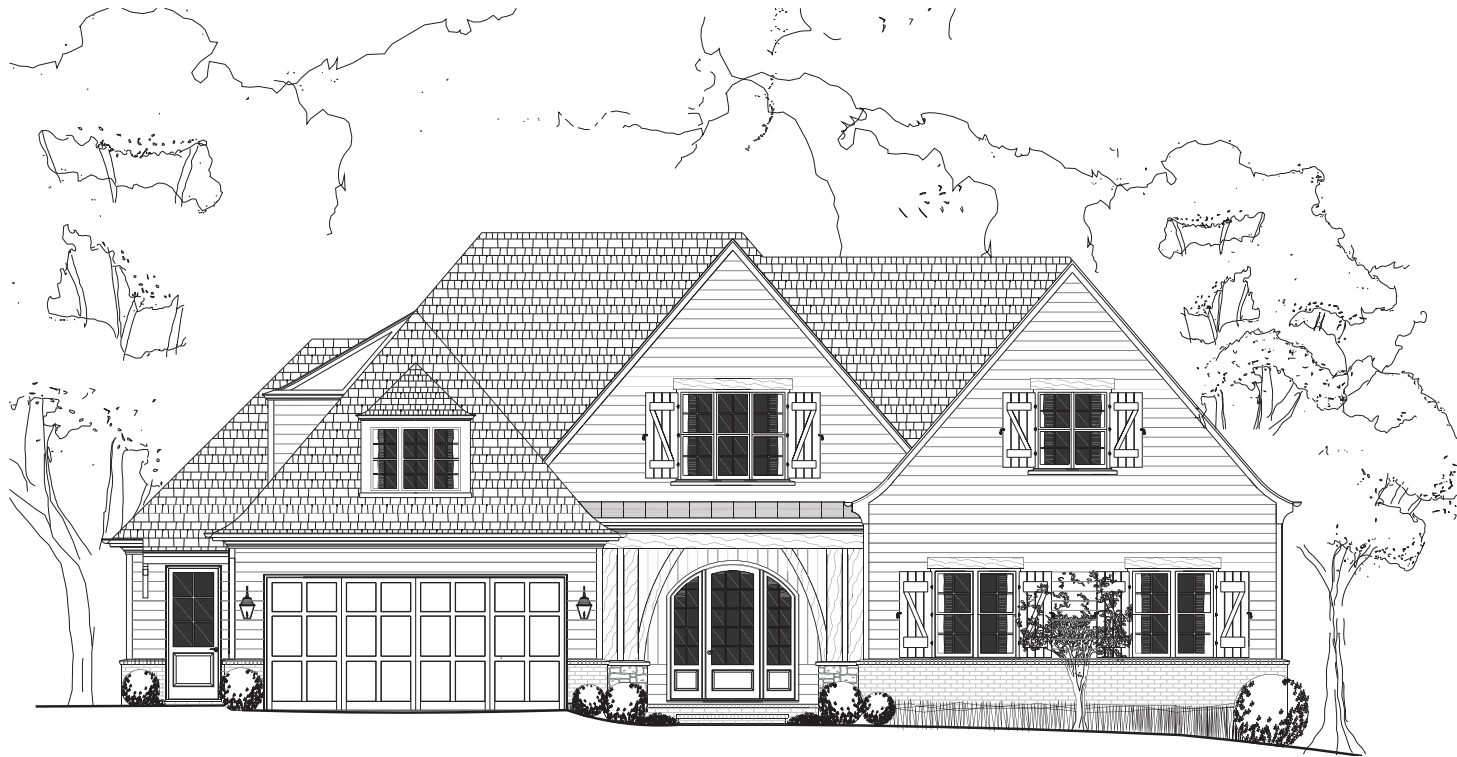




...County tax parcel number R5146E039 (the "Property" ... County, Georgia, being kn

RZR2023-00019
RECEIVED: APRIL 28, 2023
PLANNING AND DEVELOPMENT DEPA

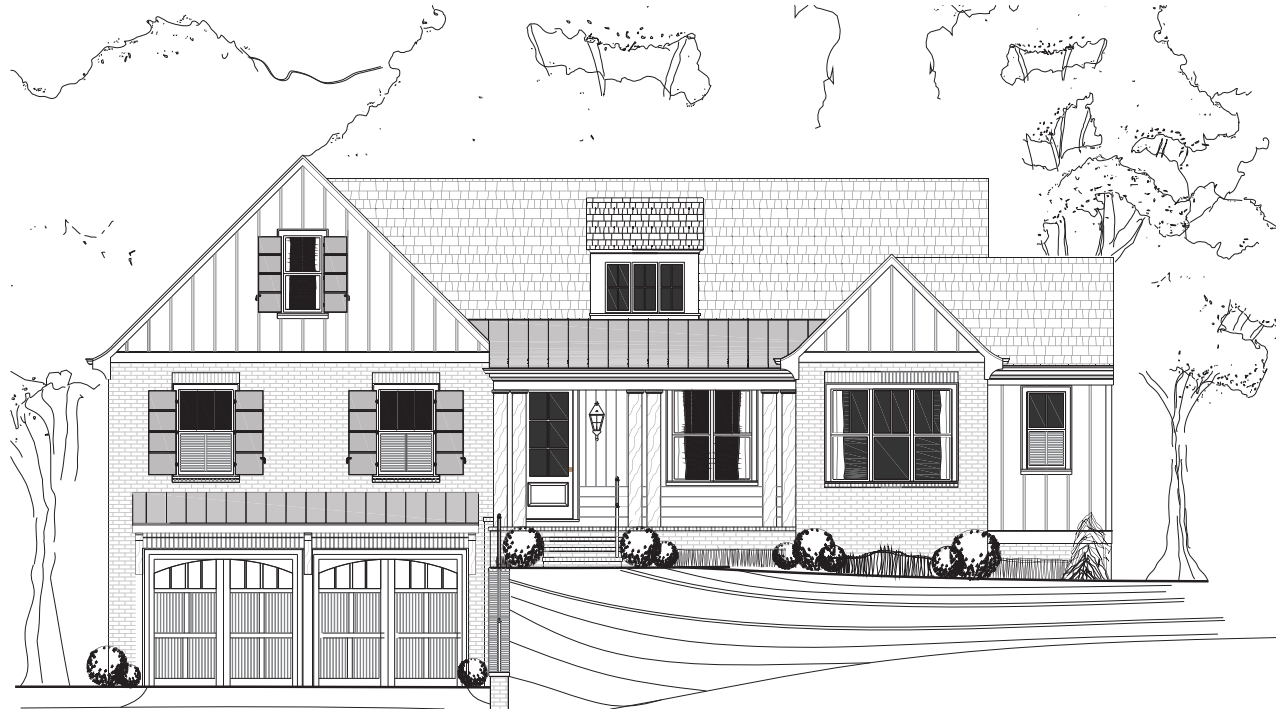
WEST PIKE COMMONS
PROPOSED LOT 4 ELEVATION



FOR INFORMATION CONTACT:

R O B M Y E R S
ROBMYPERS13@GMAIL.COM

WEST PIKE COMMONS
PROPOSED LOT 3 ELEVATION



FOR INFORMATION CONTACT:

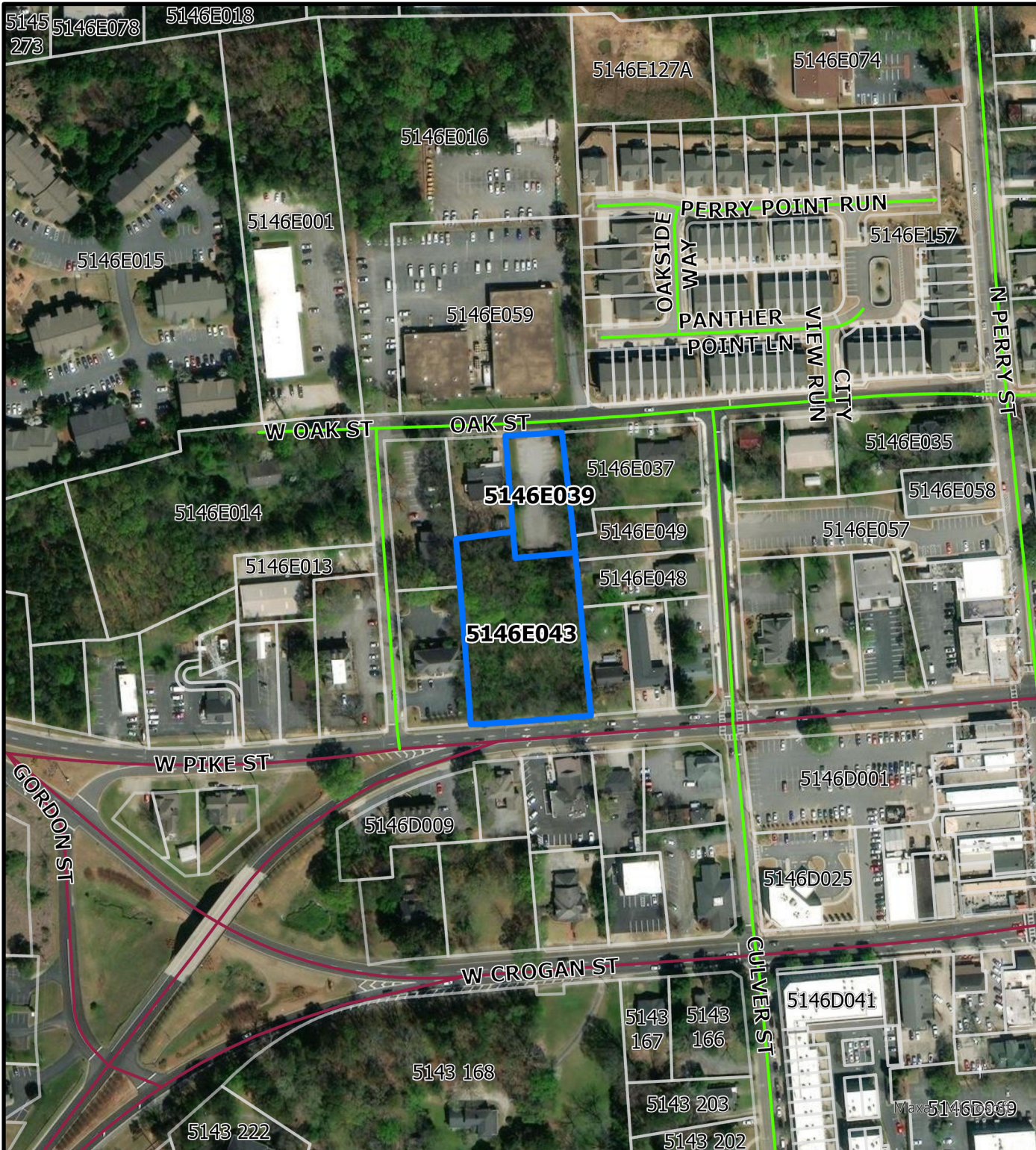
R O B M Y E R S
ROBMYERS13@GMAIL.COM

WEST PIKE COMMONS
S T R E E T S C A P E



FOR INFORMATION CONTACT:

R O B M Y E R S
ROBMYERS13@GMAIL.COM



LAWRENCEVILLE

GEORGIA

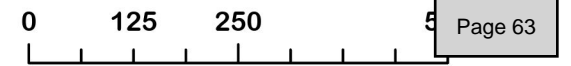
The City of Lawrenceville
 Planning & Development

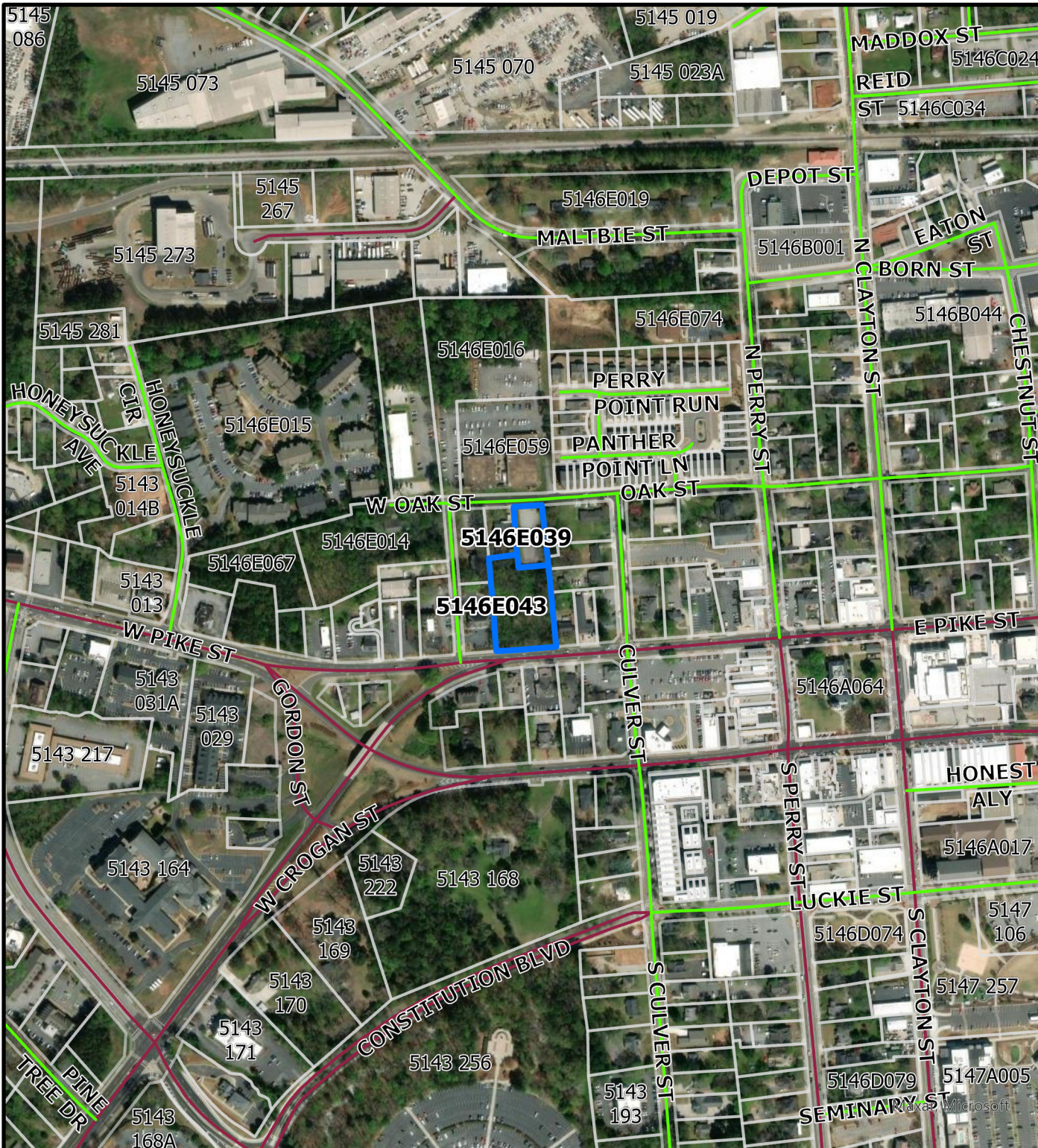
Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

- Parcels
- Subject Properties
- Lawrenceville City Limits
- County Maintained Streets
- City Maintained Streets





LAWRENCEVILLE

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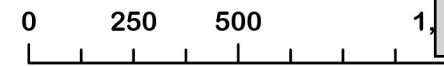
The City of Lawrenceville
Planning & Development

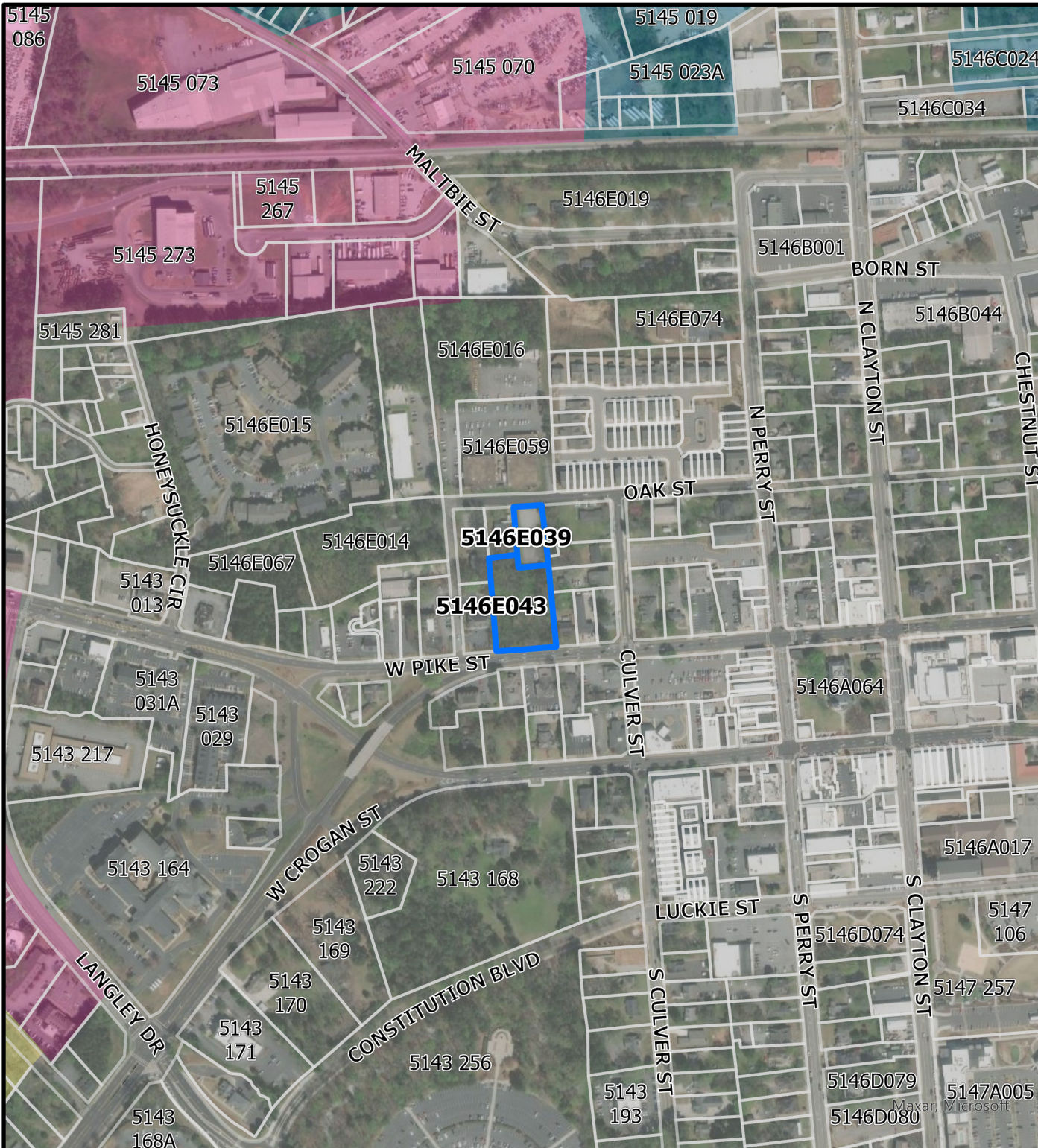
Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

-  Parcels
-  Subject Properties
-  Lawrenceville City Limits
-  County Maintained Streets
-  City Maintained Streets





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


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The City of Lawrenceville
Planning & Development





Location Map & Surrounding Areas

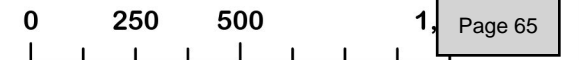
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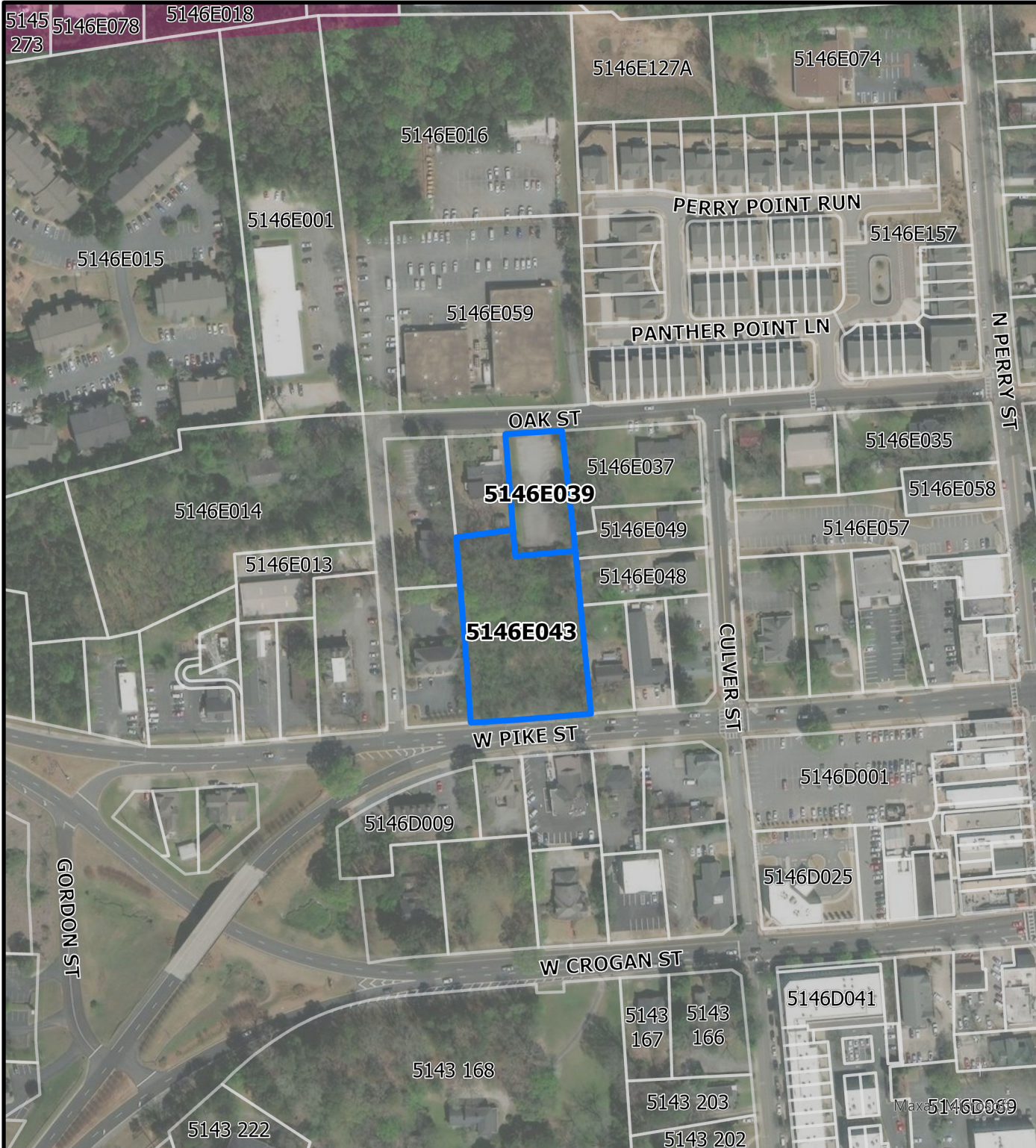
Applicant: Robert Myers

-  Parcels
-  Subject Properties
-  Lawrenceville City Limits

Character Areas

-  Community Mixed Use
-  Traditional Residential
-  Downtown
-  College Corridor





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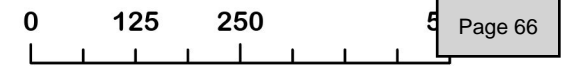
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

- Parcels
 - Subject Properties
 - Lawrenceville City Limits
- Character Areas**
- Community Mixed Use
 - Downtown








LAWRENCEVILLE

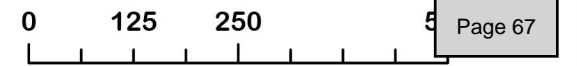
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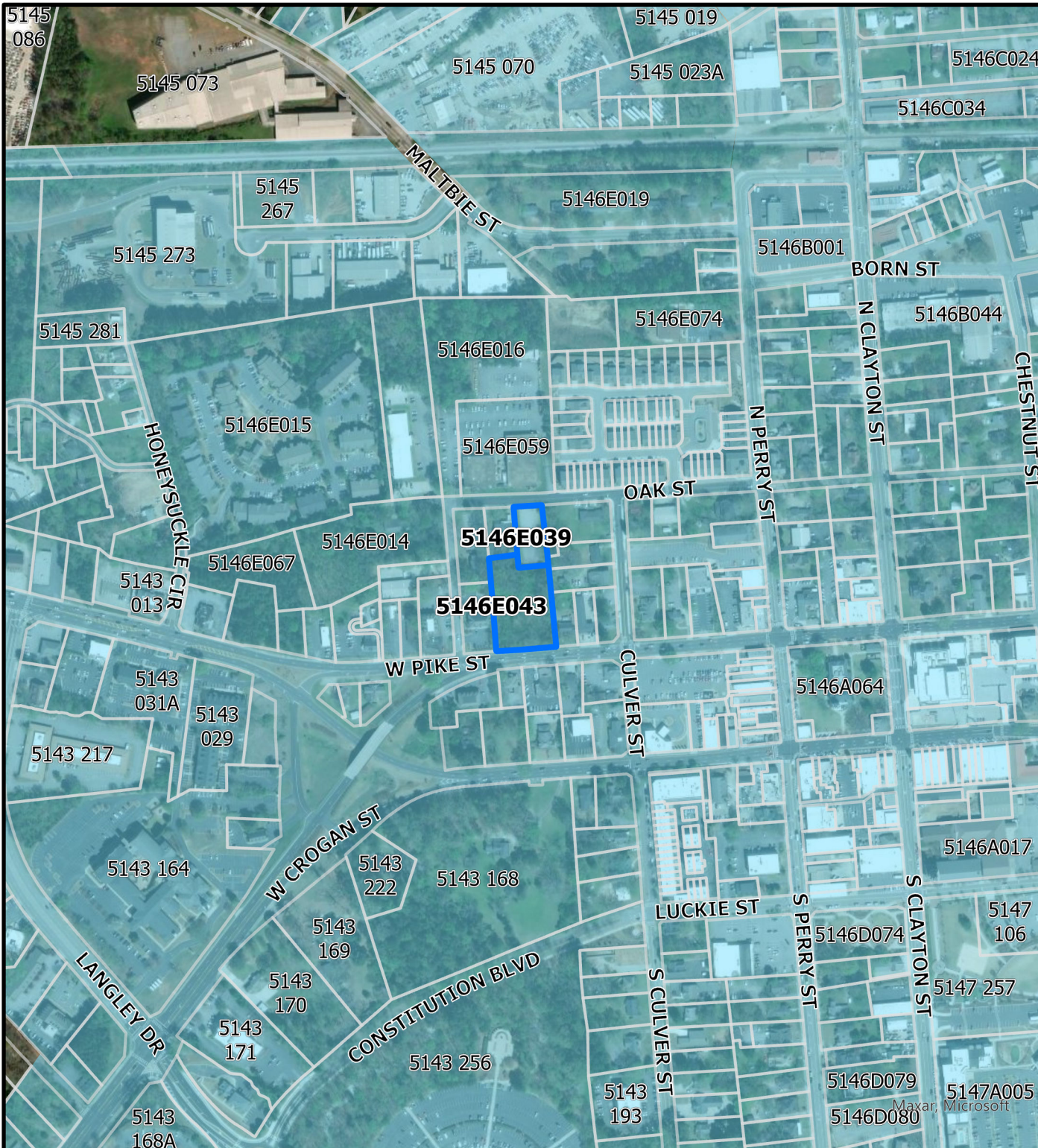
The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

-  Parcels
-  Subject Properties
-  Lawrenceville City Limits
-  Downtown Development Authority Boundary





LAWRENCEVILLE





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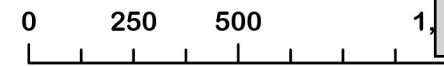
The City of Lawrenceville
Planning & Development

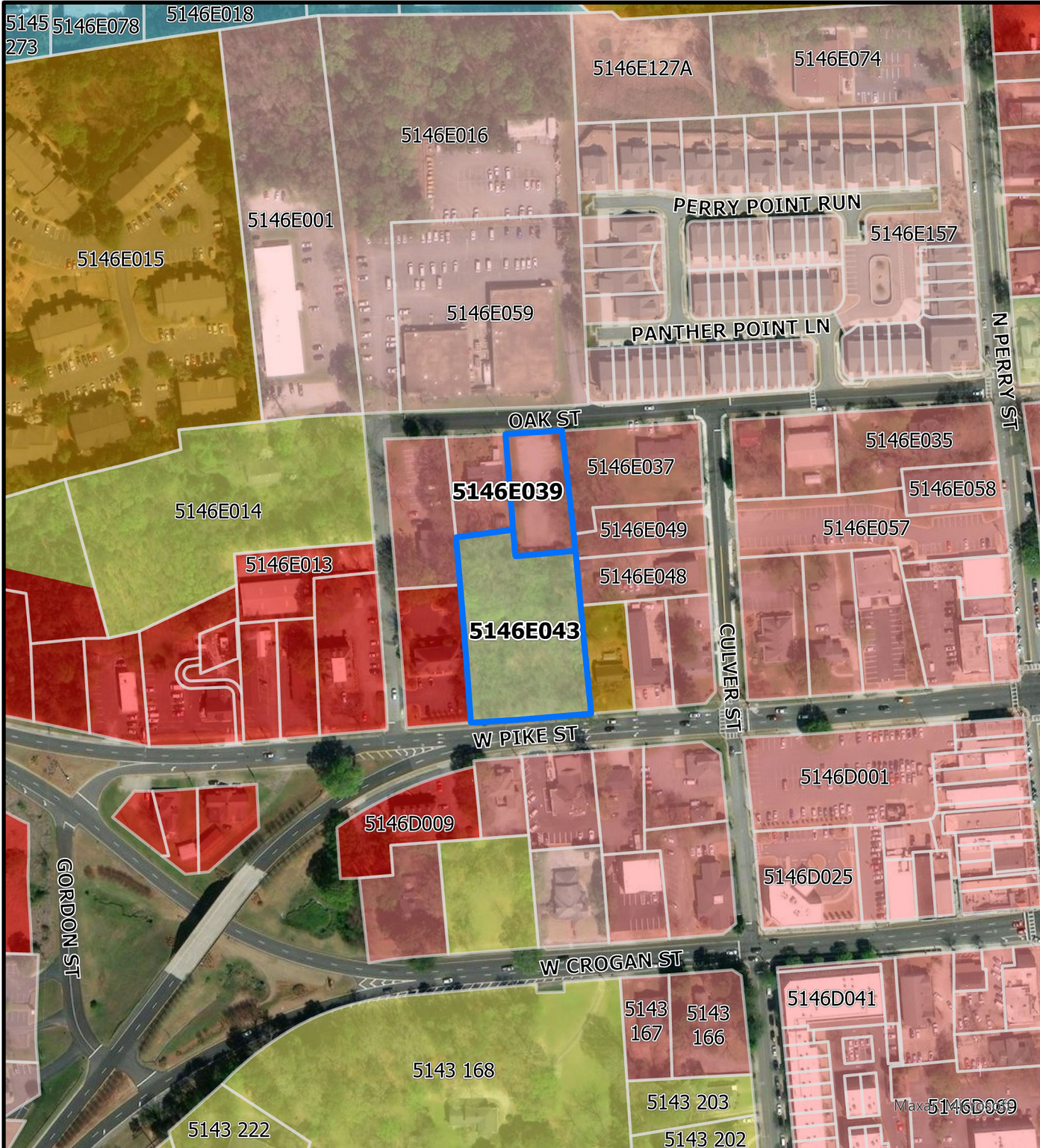
Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

-  Parcels
-  Subject Properties
-  Lawrenceville City Limits
-  Downtown Development Authority Boundary





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



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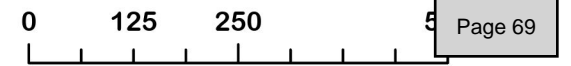
The City of Lawrenceville
 Planning & Development

Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

-  Parcels
-  Subject Properties
-  Lawrenceville City Limits
- Zoning Districts**
-  BG General Business
-  BGC Central General Business
-  LM Light Manufacturing
-  OI Office/Institutional
-  RM-12 Multifamily Residential
-  RS-60 Single-Family Residential
-  RS-150 Single-Family Residential





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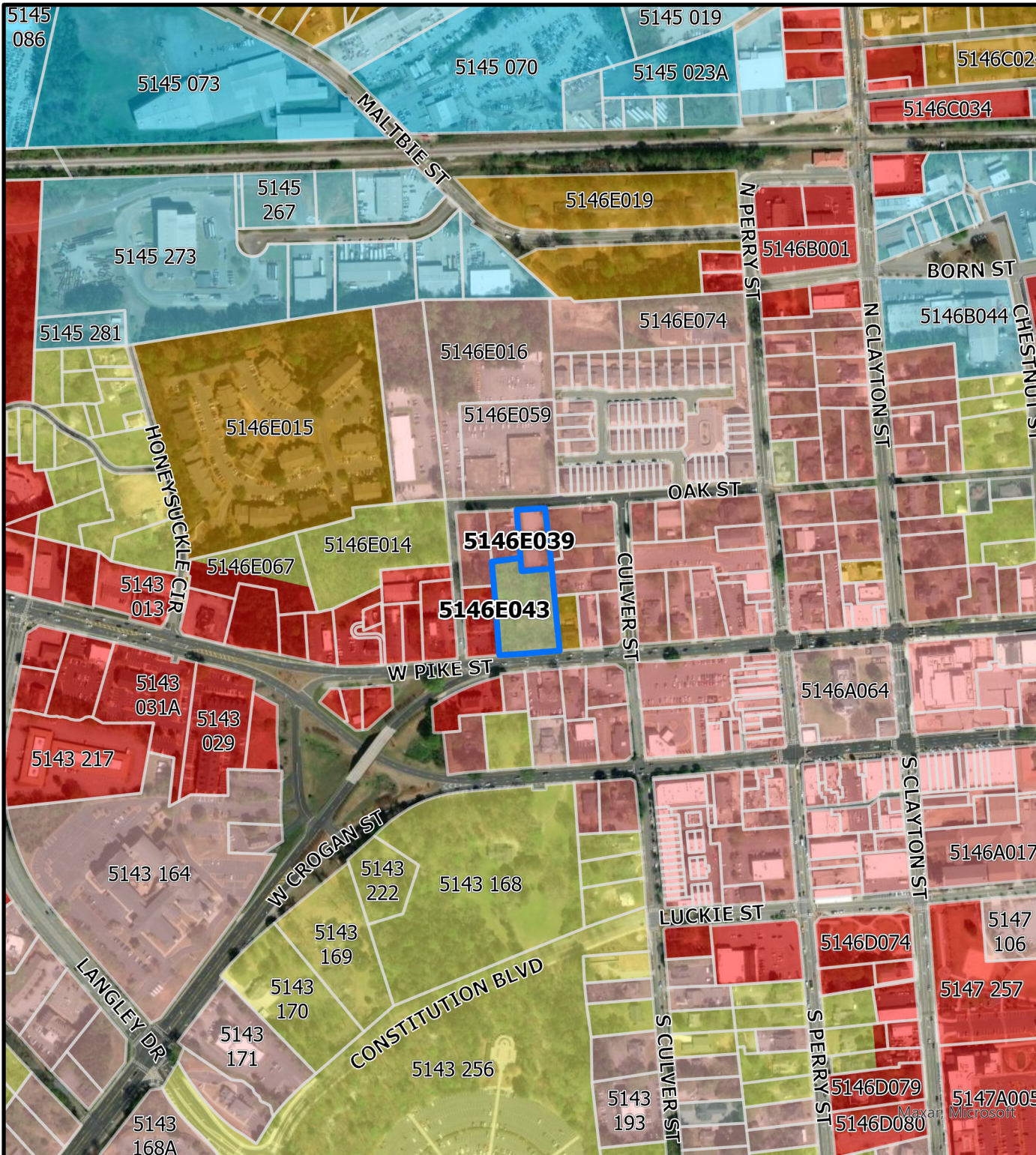
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZR2023-00019

Applicant: Robert Myers

-  Parcels
 -  Subject Properties
 -  Lawrenceville City Limits
- Zoning Districts**
-  BG General Business
 -  BGC Central General Business
 -  LM Light Manufacturing
 -  HM Heavy Manufacturing
 -  OI Office/Institutional
 -  ON Office/Neighborhood
 -  RM-12 Multifamily Residential
 -  RS-60 Single-Family Residential
 -  RS-150 Single-Family Residential





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

Item: RZC2023-00047; Noel Benedict; 405 Scenic Highway
Department: Planning and Development
Date of Meeting: Wednesday, June 21, 2023
Applicant Request: Rezone 405 Scenic Highway from ON (Office - Neighborhood District) to OI (Office - Institutional District).

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

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

Summary: The applicant requests the rezoning of an approximately 0.58-acre parcel at 405 Scenic Highway. The proposed rezoning is from ON (Office - Neighborhood District) to OI (Office - Institutional District). The applicant’s request is to provide for a wide range of office and institutional establishments not involving the sale, storage, or processing of merchandise. The subject property is known as Lot 1, Block 8 of the Scenic Forest Unit 1 subdivision located at the intersection of Scenic Highway with Longleaf Drive.

Attachments/Exhibits:

- **RZC2023-00047_Report**
- **RZC2023-00047_Planning and Development recommendations**
- **RZC2023-00047_Application**
- **RZC2023-00047_Letter of intent**
- **RZC2023-00047_Legal description**



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- **RZC2023-00047_Survey**
- **RZC2023-00047_Aerial map (1:2,750)**
- **RZC2023-00047_Aerial map (1:5,500)**
- **RZC2023-00047_Character area map (1:2,750)**
- **RZC2023-00047_Character area map (1:5,500)**
- **RZC2023-00047_Zoning map (1:2,750)**
- **RZC2023-00047_Zoning map (1:5,500)**



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Executive Summary of Zoning Proposal	
Case Number: <i>RZC2023-00047</i>	Location(s): <i>405 scenic highway</i>
Parcel(s): <i>R5116 086</i>	Zoning Proposal: <i>Rezoning ON to OI</i>
Proposed Development: <i>Law Office</i>	Recommendation: <i>Approval with Conditions</i>

ZONING HISTORY

In 1985, the subject property was zoned RM (Residential Multi-Family District). On December 8, 1986, the property was rezoned to OI (Office - Institutional District). Since 2002, the property was rezoned from OI (Office - Institutional District) to ON (Office - Neighborhood District), its current zoning category.

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 0.58-acre parcel at 405 Scenic Highway. The proposed rezoning is from ON (Office - Neighborhood District) to OI (Office - Institutional District).

ZONING AND DEVELOPMENT STANDARDS

The existing non-compliant entrance, driveway, parking, and landscaping is existing nonconforming and should therefore be brought into compliance with the 2020 Zoning Ordinance.

SURROUNDING ZONING AND USE

While the properties on the opposite side of Scenic Highway are zoned RS-180 (Single-Family Residential District), the parcels immediately adjacent to the subject property are all currently zoned OI (Office Institutional District).

2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Traditional Residential Character Area.

STAFF RECOMMENDATION

Given the fact that the proposal intends to update the subject property’s zoning from a retired zoning district to one that is already in common use by the adjacent properties, the Planning and Development Department recommends the **APPROVAL WITH CONDITIONS** of the request.



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CASE NUMBER: RZC2023-00047

OWNER: LA DONNA GILPIN BENEDICT

APPLICANT: NOEL BENEDICT

CONTACT: NOEL BENEDICT – 770.853.0222

LOCATION(S): 405 SCENIC HIGHWAY

PARCEL ID(S): R5116 086

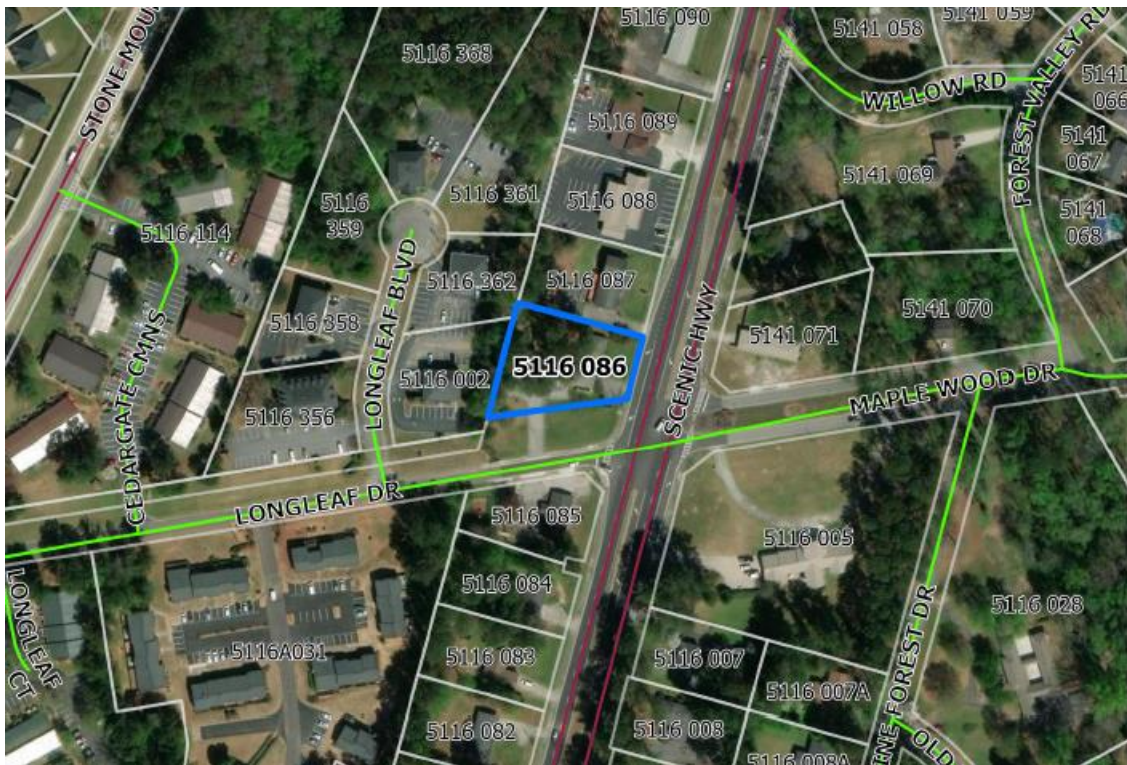
APPROXIMATE ACREAGE: 0.58

ZONING PROPOSAL: ON (OFFICE - NEIGHBORHOOD DISTRICT) TO OI (OFFICE - INSTITUTIONAL DISTRICT)

PROPOSED DEVELOPMENT: LAW OFFICE

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

VICINITY MAP





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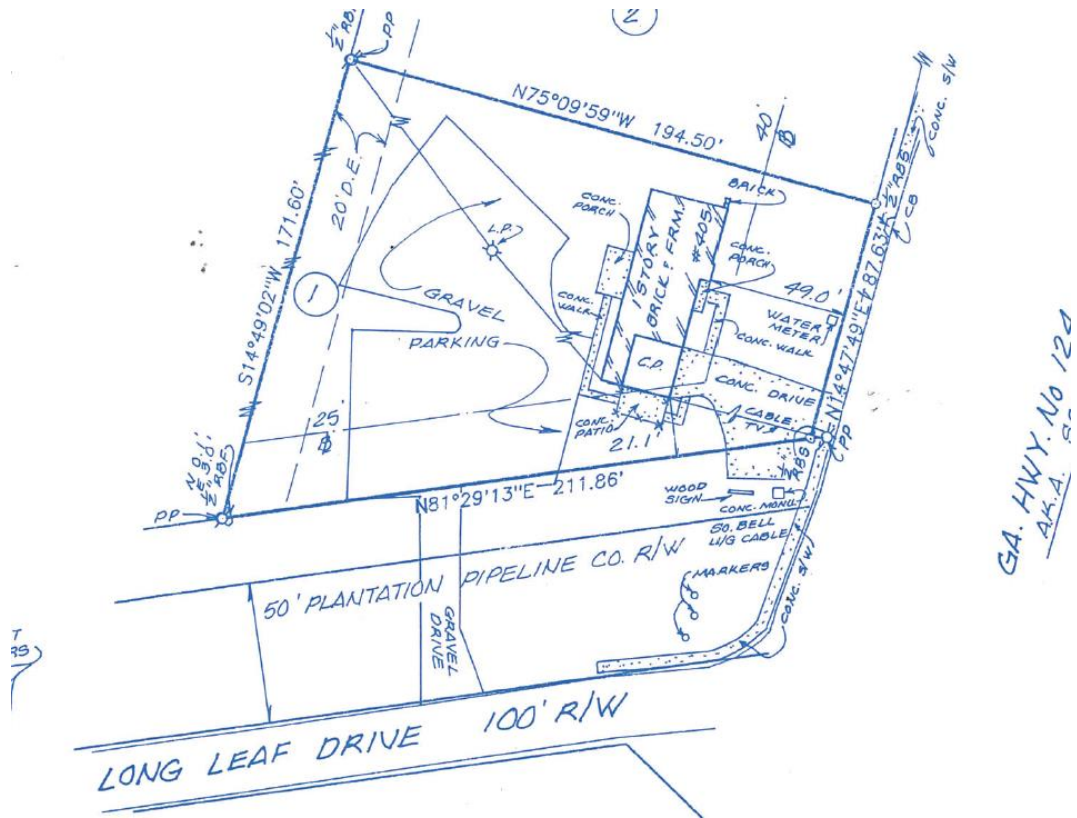
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In 1985, the subject property was zoned RM (Residential Multi-Family District). On December 8, 1986, the property was rezoned to OI (Office - Institutional District). Since 2002, the property was rezoned from OI (Office - Institutional District) to ON (Office - Neighborhood District), its current zoning category.

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 0.58-acre parcel at 405 Scenic Highway. The proposed rezoning is from ON (Office - Neighborhood District) to OI (Office - Institutional District). The applicant's request is to provide for a wide range of office and institutional establishments not involving the sale, storage, or processing of merchandise. The subject property is known as Lot 1, Block 8 of the Scenic Forest Unit 1 subdivision located at the intersection of Scenic Highway with Longleaf Drive.

LAND SURVEY





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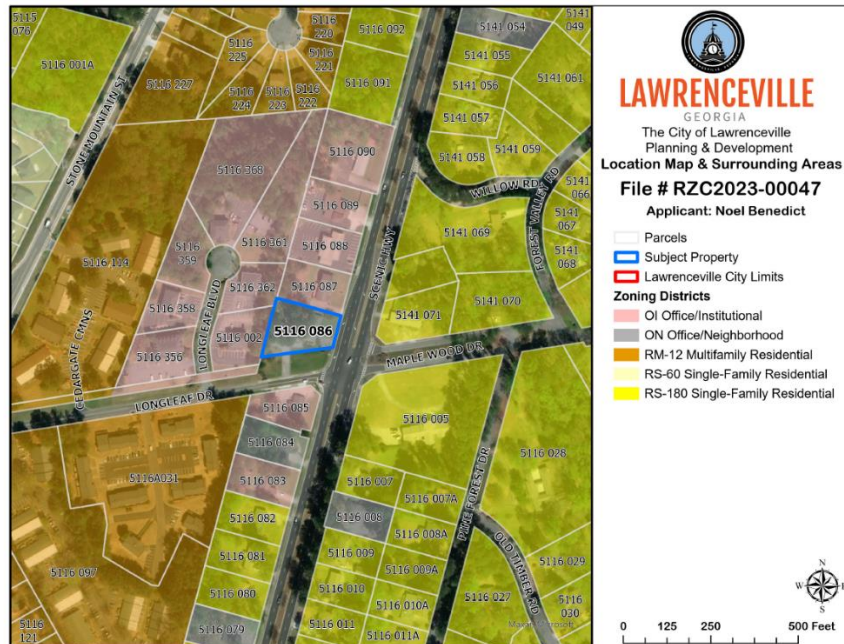
ZONING AND DEVELOPMENT STANDARDS

The existing single-family home has been used as an office since January 13, 1998. The existing non-compliant entrance, driveway, parking, and landscaping is existing nonconforming and should therefore be brought into compliance with the 2020 Zoning Ordinance. One (1) parking space per 300 SF of office space would satisfy the minimum parking and loading requirements of Article 5 - Parking.

SURROUNDING ZONING AND USE

The Scenic Highway corridor at the intersection of Longleaf Drive is an area predominately characterized by single-family homes, which are split between use as residential dwellings and commercial offices. While the properties on the opposite side of Scenic Highway are zoned RS-180 (Single-Family Residential District), the parcels immediately adjacent to the subject property are all currently zoned OI (Office Institutional District), the same classification as requested. As such, the proposed rezoning of the property to OI would be consistent with the established zoning and land use patterns of the area along the western right-of-way of Scenic Highway at its intersection with Longleaf Drive.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





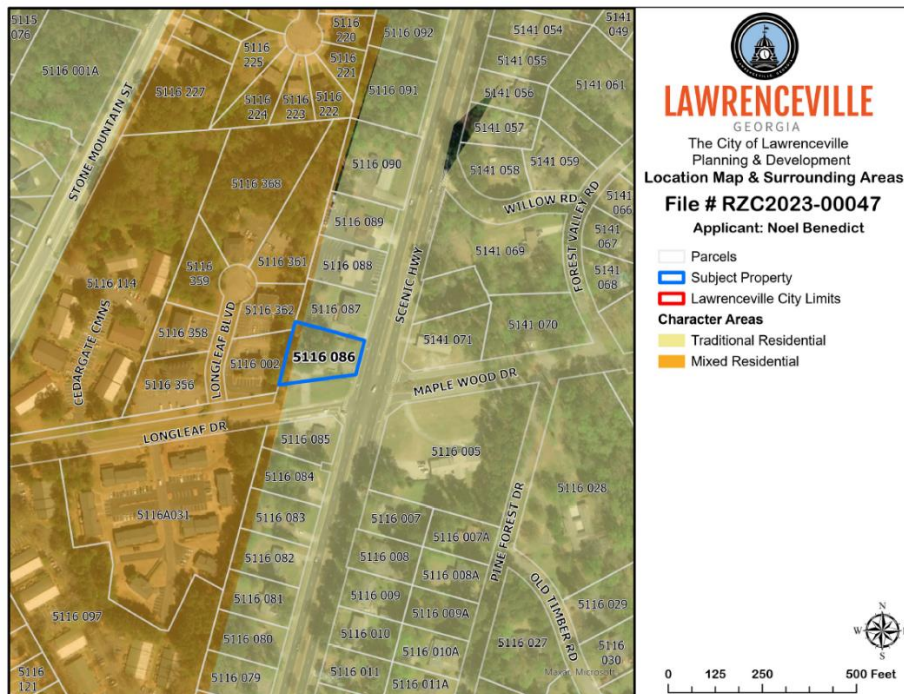
LAWRENCEVILLE

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2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Traditional Residential Character Area. Traditional Residential areas are predominantly single-family, suburban-style neighborhoods located in the southern half of the city. The purpose of this character area is to preserve these traditional neighborhoods and buffer them from more intense land uses. Density is typically low (less than 3 dwelling units per acre), and most open space is in private yards. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN - FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, while the proposal is consistent with the established zoning and land use patterns in the immediate area, it does conflict with the long-term vision established by the City in its 2040 Comprehensive Plan. Policies relating to long-



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range planning suggest the city embrace the principles of new urbanism by creating a variety of high-quality mixed-use development as well as a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment by benefiting from the “halo effect” of high-quality development already happening nearby. This proposal does not meet these lofty goals, but it also does not propose any new development that is inconsistent with the current character of the surrounding area.

Given the fact that the proposal intends to update the subject property’s zoning from a retired zoning district to one that is already in common use by the adjacent properties, the Planning and Development Department recommends the **APPROVAL WITH CONDITIONS** of the request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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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 adjacent and nearby property;**

The properties immediately adjacent to the subject property are all zoned OI, the same zoning classification proposed with this rezoning. While the greater area consists of some parcels designated as RS-180, most of these are relegated to the eastern side of the Scenic Highway. An office development may be suitable here considering the uses and zoning of adjacent and nearby properties.

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

The area along the right-of-way of Scenic Highway has long suffered due to antiquated policies and a lack of enforcement. New decisions must be consistent with the policies relating to the long-range plans for the immediate area in order 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 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 and stormwater runoff. The developer would have to take the necessary precautions to ensure that these do not overwhelm local systems.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

The proposal would continue a long overdue zoning cleanup for this area.



LAWRENCEVILLE

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- 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;**

While the Scenic Highway corridor has long been subject to neglect on the part of piecemeal, shortsighted rezonings, this case represents an opportunity to maintain consistency with both the character of the surrounding area and the City's long-term vision in the form of the 2040 Comprehensive Plan.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_05122023

RZC2023-00047

Approval as OI (Office Institutional District) for a wide range of office and institutional establishments, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** 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;
 - B.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;
 - C.** Outdoor storage shall be prohibited;
 - D.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;

- 2.** To satisfy the following site development considerations:
 - A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - B.** Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.
 - C.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - D.** Provide a minimum of 1 parking space per 300 square feet gross floor area, all parking must be on an approved surface and striped.

- E.** Provide a ten (10) foot landscape strip adjacent to all public right-of-ways.
- F.** Provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
- G.** 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;
- H.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.



LAWRENCEVILLE

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REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>LaDonna Gilpin Benedict</u>	NAME: <u>LaDonna Gilpin Benedict</u>
ADDRESS: <u>1772 American Walk</u>	ADDRESS: <u>1772 American Walk</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30043</u>
CONTACT PERSON: <u>Noel Benedict</u> PHONE: <u>770-853-0222</u>	

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

PRESENT ZONING DISTRICT(S): O+N REQUESTED ZONING DISTRICT: O+I

PARCEL NUMBER(S): R5116086 ACREAGE: 1/3 acre

ADDRESS OF PROPERTY: 405 Scenic Highway, Lawrenceville

LaDonna Gilpin Benedict
SIGNATURE OF APPLICANT DATE 04/06/2023

LaDonna Gilpin Benedict
SIGNATURE OF OWNER DATE 04/06/2023

LaDonna Gilpin Benedict
TYPED OR PRINTED NAME

LaDonna Gilpin Benedict
TYPED OR PRINTED NAME

[Signature]
NOTARY PUBLIC DATE April 06 2023

[Signature]
NOTARY PUBLIC DATE April 06 2023





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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? N 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? N 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.

LaDonna Gilpin Benedict
LaDonna Gilpin Benedict

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



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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: 5th - 116 - R5116 086
(Map Reference Number) District Land Lot Parcel

[Signature] LaDonna Gilpin-Benedict 4/3/23
Signature of Applicant Date

Noel H. Benedict LaDonna Gilpin-Benedict
Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Kathy Lyles
NAME

TSA / GJAC
TITLE

4/3/2023
DATE

**RE: Rezoning Application
405 Scenic Highway,
Lawrenceville, Georgia 30046**

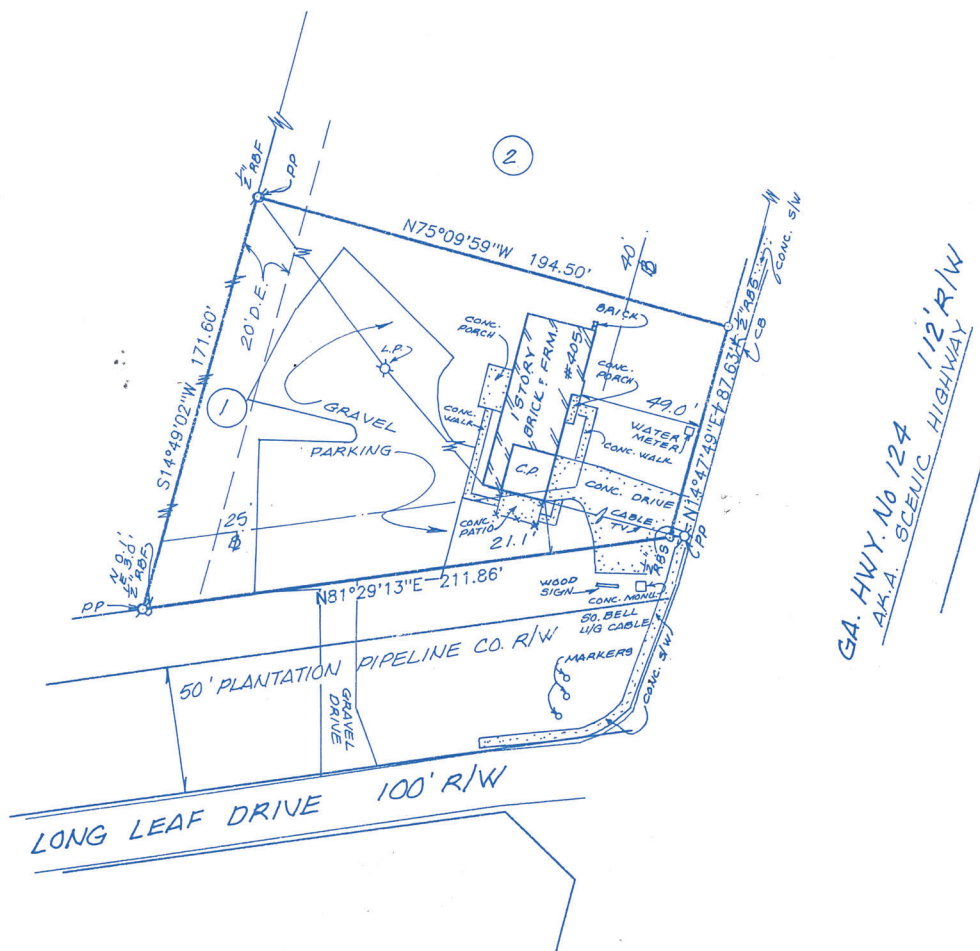
Letter of Intent:

405 Scenic Highway is presently zoned O&N and has been used as an office since the City granted a certificate of occupancy January 13, 1998. The owner/applicant has retired, and the property is now listed for sale. The highest and best use of the property is for it to be zoned O&I. Most of the properties on the west side of Georgia Highway 124/Scenic Highway north and south of 405 Scenic Highway are zoned O&I. The applicant has no intention of making any changes to 405 Scenic Highway, but wants to give a prospective purchaser (there is no current sale pending) the broader use choices available with an O&I Zoning. There has been no change in the footprint of the structure on 405 Scenic Highway since the survey of July 14, 1997.

RE: Rezoning Application
405 Scenic Highway,
Lawrenceville, Georgia 30046

Metes and Bounds Description

Beginning at an iron pin on the north side of the fifty (50) foot Plantation Pipeline Company Right-of-Way that parallels Long Leaf Drive, then north 81 degrees 29' 13" east 211.86 feet to a pin on the west right-of-way of Georgia Highway 124/Scenic Highway, then north 14 degrees 47' 49" east 87.63 feet to an iron pin on the west right-of-way of Georgia Highway 124/Scenic Highway, then north 75 degrees 09' 59" west 194.50 feet to an iron pin, then south 14 degrees 49' 02" west to the point of beginning.



GA. HWY. No 124
AKA. SCENIC HIGHWAY
112' R/W

ALIGNMENT
OF MARKERS

AREA 25,214 S.F.
PB T PAGE 33 B

THE CARTER GROUP, INC.
P.O. BOX 956443
Duluth, GA 30136
717-1413 Fax: 717-1261

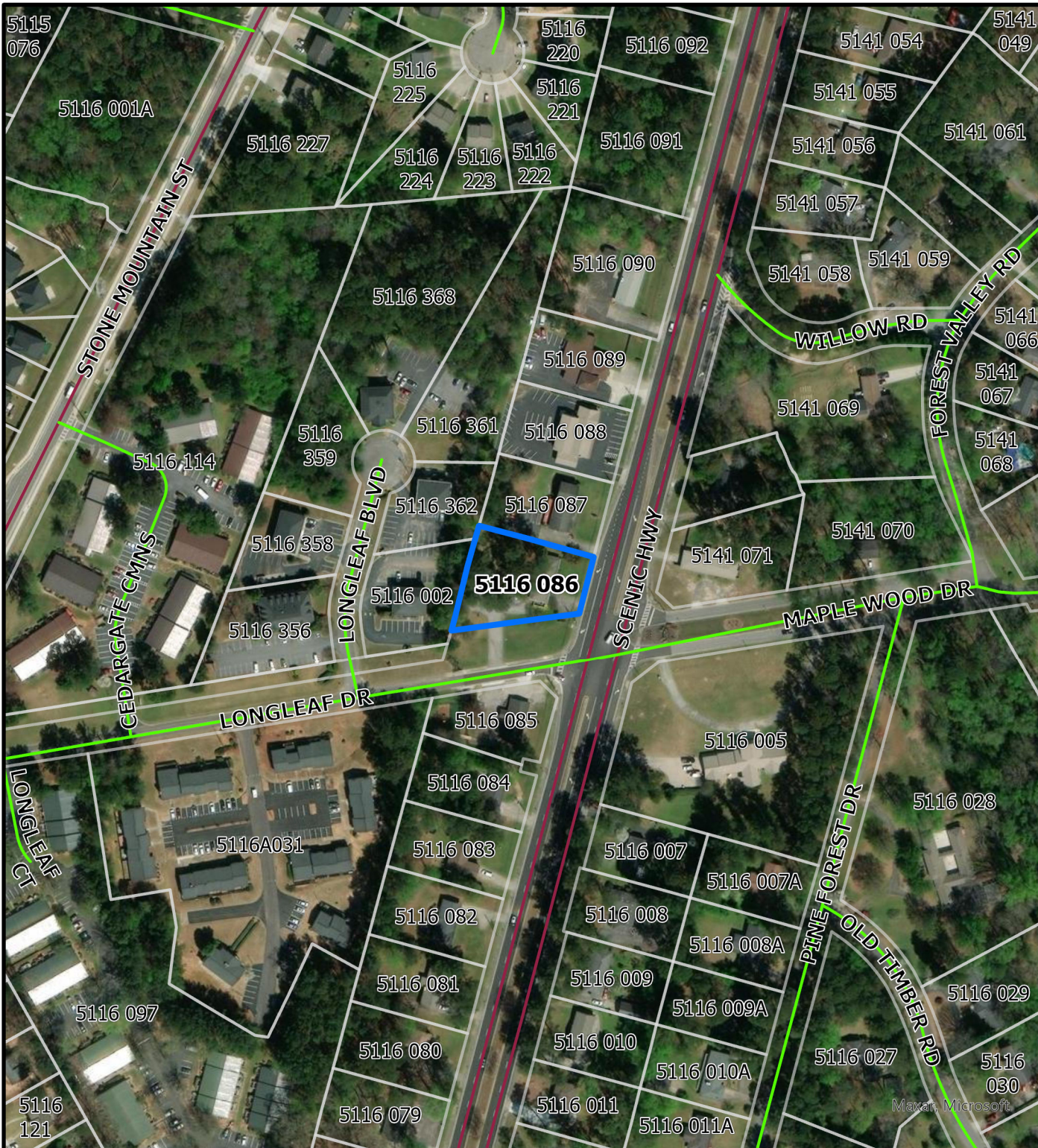
SURVEY FOR NOEL BENEDICT
LOT PART OF LOT 1
BLOCK B
UNIT NO. ONE
SUBD. SCENIC FOREST
LAND LOT 116 DISTRICT 5th

GWINNETT COUNTY, GEORGIA
SCALE 1" = 50' DATE: 7/14/97

*The field data upon which this plat is based has a closure precision of one foot in 10,000 feet and an angular error of 7 seconds per angle point and was adjusted using the Compass Rule.
*This plat has been calculated for closure and is found to be accurate within one foot in 10,000 feet.
*Equipment used: Topcon GTS 303 Total Station.
This is to certify that this property (IS NOT) in a special flood hazard area as shown on the applicable "FIA Official Flood Hazard Map"

In my opinion, this plat is a correct representation of the land platted
James H. Carter
Reg. Land Surveyor No. 1999





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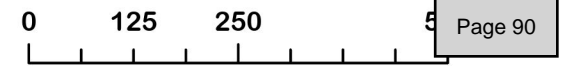
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2023-00047

Applicant: Noel Benedict

- Parcels
- Subject Property
- Lawrenceville City Limits
- County Maintained Streets
- City Maintained Streets





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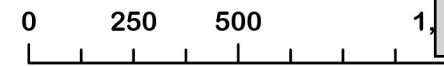
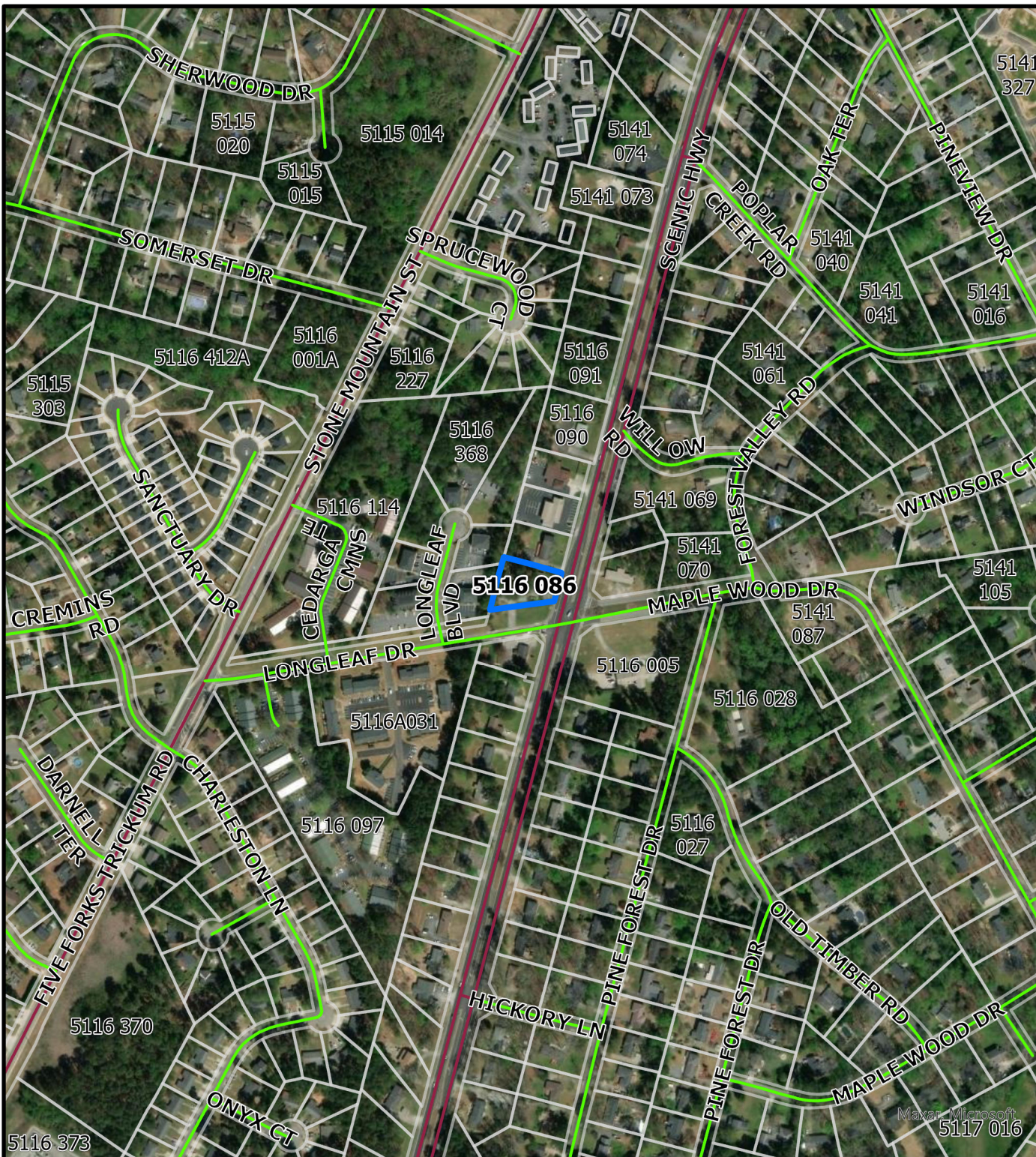
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2023-00047

Applicant: Noel Benedict

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
-  County Maintained Streets
-  City Maintained Streets





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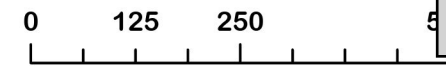
The City of Lawrenceville
 Planning & Development

Location Map & Surrounding Areas

File # RZC2023-00047

Applicant: Noel Benedict

- Parcels
 - Subject Property
 - Lawrenceville City Limits
- Character Areas**
- Traditional Residential
 - Mixed Residential



Maxar, Microsoft



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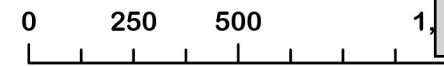
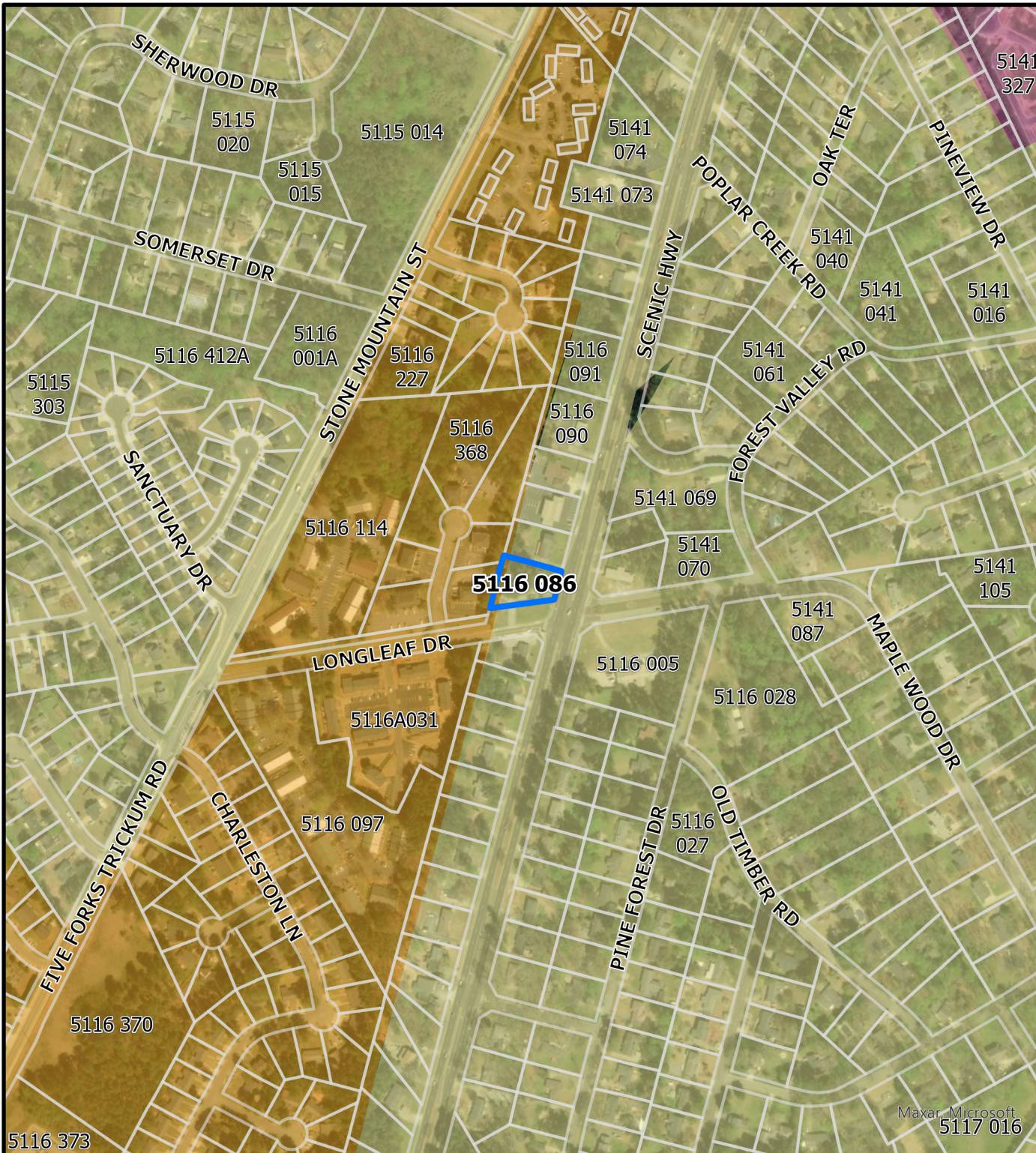
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2023-00047

Applicant: Noel Benedict

-  Parcels
 -  Subject Property
 -  Lawrenceville City Limits
- Character Areas**
-  Community Mixed Use
 -  Traditional Residential
 -  Mixed Residential





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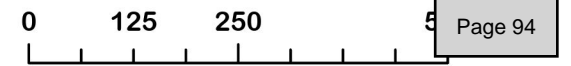
The City of Lawrenceville
 Planning & Development

Location Map & Surrounding Areas

File # RZC2023-00047

Applicant: Noel Benedict

- Parcels
 - Subject Property
 - Lawrenceville City Limits
- Zoning Districts**
- OI Office/Institutional
 - ON Office/Neighborhood
 - RM-12 Multifamily Residential
 - RS-60 Single-Family Residential
 - RS-180 Single-Family Residential





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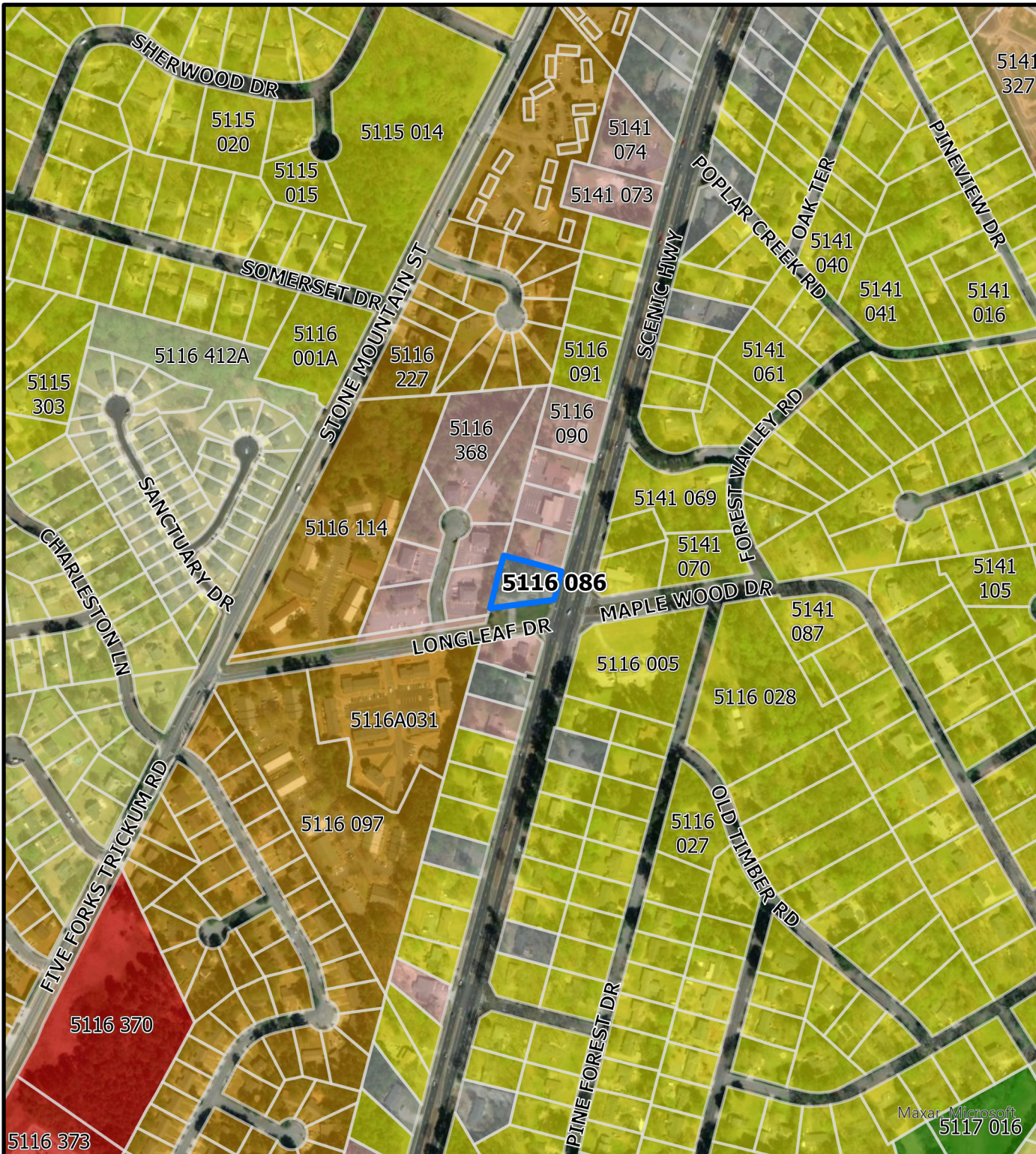
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The City of Lawrenceville
Planning & Development

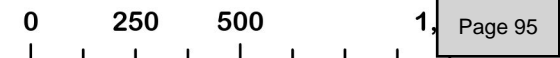
Location Map & Surrounding Areas

File # RZC2023-00047

Applicant: Noel Benedict



- Parcels
 - Subject Property
 - Lawrenceville City Limits
- Zoning Districts**
- AR Agricultural Residential
 - BG General Business
 - OI Office/Institutional
 - ON Office/Neighborhood
 - RM-12 Multifamily Residential
 - RM-8 Townhouse Residential
 - RS-60 Single-Family Residential
 - RS-150 Single-Family Residential
 - RS-180 Single-Family Residential





LAWRENCEVILLE

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

- Item:** North Downtown Lawrenceville Study Update
- Department:** Planning and Development
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** None
- Presented By:** Sayre Brennan, Transportation Planning Project Manager, and Rosie Mafe Planner + Urban Designer, Pond & Company
- Action Requested:** No action is necessary

Summary: The City of Lawrenceville is in the process of examining existing zoning codes, classifications, and land uses through a study conducted by the consulting firm Pond & Company. The North Downtown study area is located north of Pike Street and is near the thriving downtown core of the city. The decision to conduct this study was prompted by recent activities that were not aligned with the long-term vision for the area. The objective of this project is to determine the most suitable course of action for the city and the subject area, with the aim of implementing appropriate land uses.

Attachments/Exhibits:

- **North Downtown Lawrenceville Zoning Analysis Memo**



North Downtown Lawrenceville

ZONING ANALYSIS MEMO

May 2023



1 Overview of Study Area

PROJECT INTRODUCTION

The City of Lawrenceville has identified the study area shown in Figure 1 as North Downtown Lawrenceville (North DTL). The study area is north of Pike Street and is in very close proximity to the city’s thriving downtown core. This proximity, along with recent activity that was not aligned with the long term vision for the area has sparked this study. The goal of this project is to identify the best path forward for the city and for this subject area so that appropriate land uses can be implemented.

The first step of this process and the purpose of this memo is to analyze the existing conditions of the study area and document the vision. The last section will outline potential solutions for this study area including the creation of a new zoning district that can specifically address the issues and spark redevelopment in this area.

STUDY AREA

Boundary

The study area is delineated by the following boundary - Born Street to the north, North Perry Street to the west, Buford Drive/SR-20 to the east, and East Pike Street to the south.

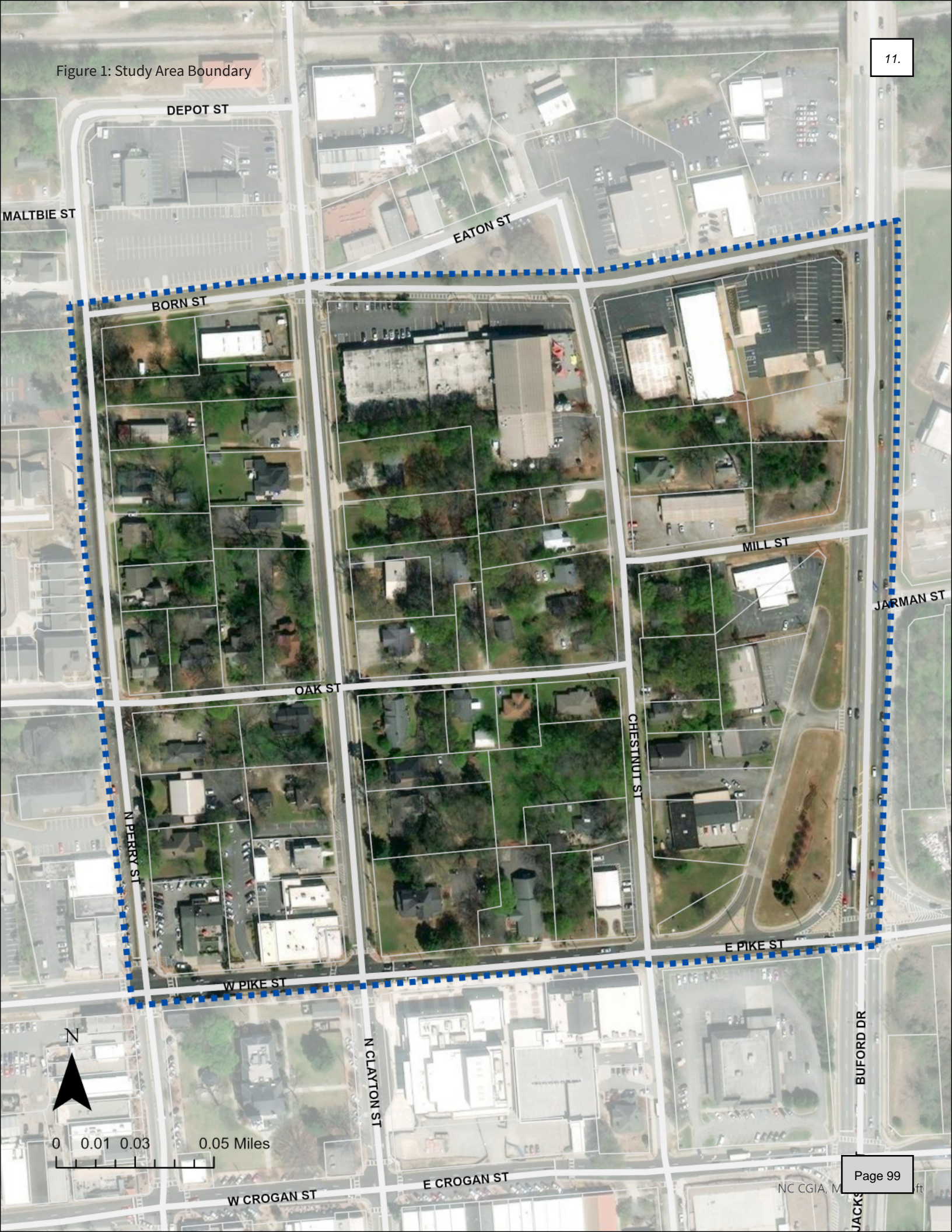
Size

The north DTL area is approximately .05 square miles and is comprised of sixty-eight individual lots. Analysis of the North Downtown Lawrenceville (DTL) area reveals that the maximum lot size is 2.54 acres, the median lot size is 0.32 acres, and the minimum lot size is 0.02 acres.

TOPOGRAPHY

The northern section of the study area is characterized by rolling hills and a relatively higher elevation compared to the southern portion. This hilly terrain could impact redevelopment of the area, as the construction of buildings may require more extensive site preparation, grading, and foundation work. This could increase construction costs and potentially limit the types of buildings that can be developed in the area.

Figure 1: Study Area Boundary



EXISTING LAND USES & BUILDING FORM

Residential conversions

The study area has several residential structures that have been converted to commercial spaces. One major challenge with these conversions in the North DTL neighborhood is non-conformity. For instance, a structure that was originally built as a residence in the 1950's may not meet the requirements of present-day commercial building codes or zoning laws. This creates legally non-conforming uses and structures.



Non-conforming structures can cause issues including zoning restrictions, building code violations, or other regulatory non-compliances. This has led to difficulties for property owners in obtaining permits, insurance, or financing, as well as potential legal liabilities.

Residential

Most of the built environment in the North DTL neighborhood dates to 1954 when predominantly residential structures were constructed. Despite being predominantly residential in nature, the area underwent a zoning shift, with the residential properties being rezoned to a commercial zoning district and overlaid with a live/work overlay district. Nevertheless, the exterior transformation of these residential structures into commercial ones has yet to take place, and the envisioned commercial redevelopment of the area has not been realized to date.

Historic Structures

As of the time of this writing, there are no properties within the study area that have been listed on the National Register of Historic Places, nor have any received local historic designations.



PEDESTRIAN EXPERIENCE

Proximity to Downtown

The North DTL neighborhood is in close proximity to the historic downtown area of Lawrenceville. A ten to fifteen minute walk would be enough time for the average walker to get to the downtown core from the farthest point within the study area. The North DTL’s proximity to the downtown core of Lawrenceville provides residents with convenient access to a wide range of amenities, including shopping, restaurants, entertainment, and essential government services.

Sidewalks/safety

In terms of facilitating north-south connectivity, the urban fabric boasts well-defined pedestrian networks along the eastern and western edges of N Perry Street, N Clayton Street, and Buford Drive. The eastern side of N Chestnut Street also offers a comprehensive sidewalk system for those traversing in a north-south direction. However, for east-west connectivity, the pedestrian infrastructure exhibits some gaps, as intermittent or altogether absent sidewalks are prevalent along Bron Street, Mill Street, and E Oak Street. Addressing these deficiencies could greatly enhance the overall walkability and accessibility of the community.



SITE VISIT OBSERVATIONS

The Pond team conducted a site visit to the study area on April 14, 2023. This site visit allowed the project team to speak with staff about and see firsthand the challenges of development in the study area. The site visit is summarized below:

- Study area is walkable to Downtown Lawrenceville.
- Topography could make development challenging.
- Considerations should be given to the potential impacts of future mixed use development, like traffic, parking, and potential building height.
- Surrounding amenities are walkable to study area and some are expanding due to recent success.
- Clayton Street has several residential conversions, while Chestnut Street is primarily still residential structures with residential uses.
- New development should have a focus on high-quality materials.
- Smaller infill developments might be appropriate in the study area.
- Event facilities only being permitted in the Entertainment District may pose a threat.



2 Current Regulations

ZONING OVERVIEW

The North DTL neighborhood is an important commercial and residential hub within the city and is home to a diverse mix of land uses. There are a total of 68 lots within the North DTL neighborhood, with each lot being designated to a particular zoning district. Most of the lots in the North DTL neighborhood are zoned as Central General Business (BGC), comprising 42 lots or 61% of the total lots in the neighborhood. The BGC zoning district allows for a wide range of commercial uses, such as retail, office, and personal services, as well as higher density residential development.

The second most common zoning district in the North DTL neighborhood is General Business (BG), comprising 11 lots or 16% of the total lots in the neighborhood. The BG zoning district allows for commercial uses that are less intensive than those allowed in the BGC zoning district, such as small-scale retail and personal services.

Table 1 also shows that the North DTL neighborhood includes a mix of residential zoning districts. The Residential Single Family-150 (RS-150) zoning district is the third most common zoning district in the neighborhood, comprising 8 lots or 12% of the total lots in the neighborhood. The RS-150 zoning district allows for low-density residential development, such as single-family homes on large lots.

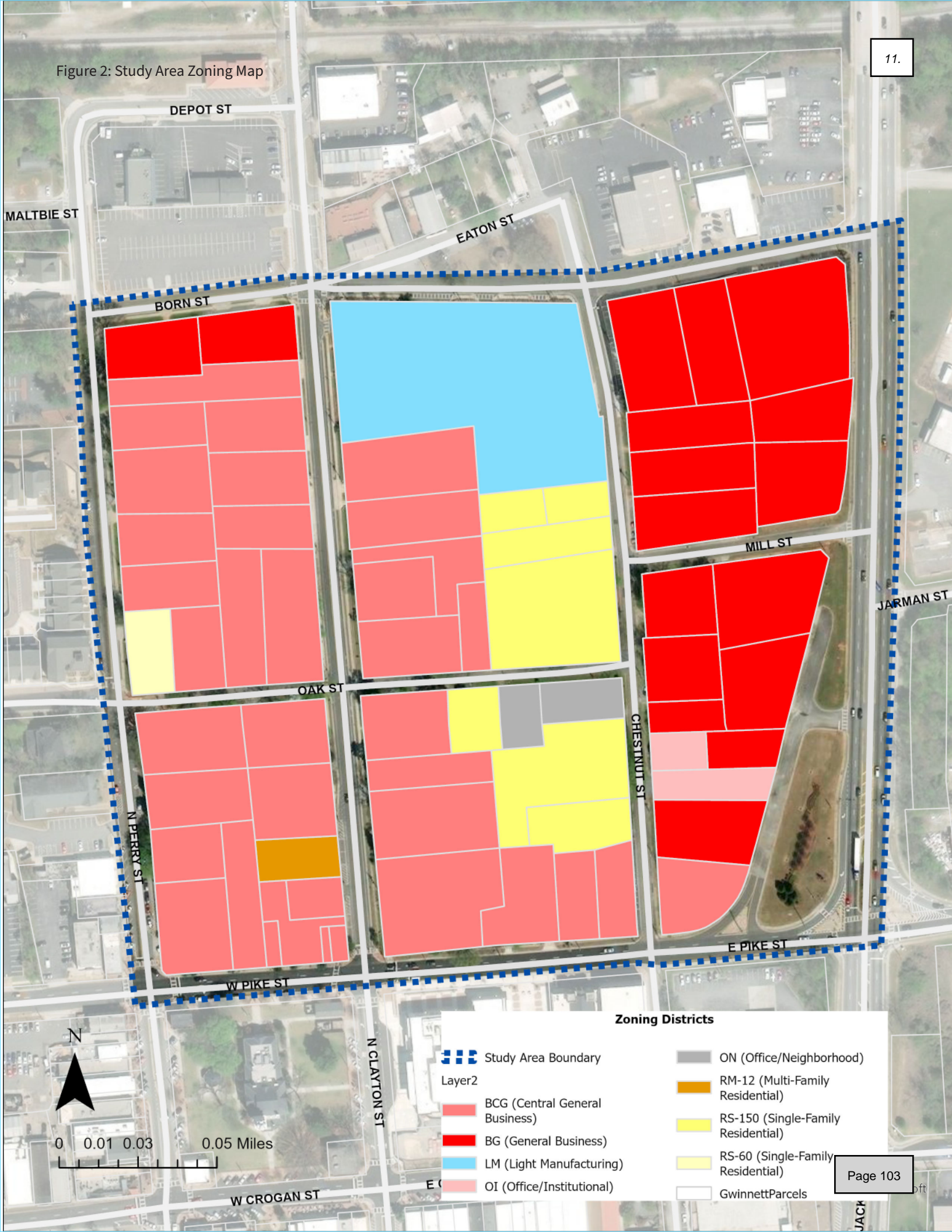
Other zoning districts represented in the North DTL neighborhood include the Office Institutional (OI), Office Neighborhood (ON), Light Manufacturing (LM), Residential Multi-Family 12 (RM-12), and Residential Single Family-60 (RS-60) zoning districts. These zoning districts allow for a variety of uses such as offices, light manufacturing, and residential development.











Overall, the table highlights the diversity of land uses in the North DTL neighborhood and the range of zoning districts that accommodate these uses. Understanding the distribution of zoning districts in the neighborhood is important for planners and developers to make informed decisions about future development and zoning changes.

Table 1: Current Zoning Districts in North DTL Study Area

District	Number of Parcels	Percent of Study Area
BGC	42	61%
BG	11	16%
RS-150	8	12%
OI	2	3%
ON	2	3%
LM	1	1%
RM-12	1	1%
RS-60	1	1%
TOTAL	68	100%

Figure 2: Study Area Zoning Map



Zoning Districts	
	Study Area Boundary
	Layer2 BCG (Central General Business)
	BG (General Business)
	LM (Light Manufacturing)
	OI (Office/Institutional)
	ON (Office/Neighborhood)
	RM-12 (Multi-Family Residential)
	RS-150 (Single-Family Residential)
	RS-60 (Single-Family Residential)
	GwinnettParcels

PERMITTED USES + FORMS

The City of Lawrenceville Zoning Ordinance includes a Use Table, where permitted uses in each zoning district are identified.

The BGC zoning district allows a variety of uses that fall into the following categories:

- General Retail
- Neighborhood Services (eg. restaurants, dry cleaning)
- Community Spaces
- Education Centers

Although the permitted uses in the BG zoning district generally overlap with those allowed in the BGC district, the BG zoning district allows for a wider variety of uses, including (in addition to those listed above):

- Building Materials Sales 
- Consignment Shops
- Contractors Offices
- Emissions Inspection Stations

In both zoning districts, several uses are permitted with City Council approval through a Special Use Permit such as:

- Farmers Markets
- Automobile Uses
- Craft Breweries

Building Form + Site Design

- For residential structures, the existing architectural and design standards require high quality exterior materials like stone or brick, and a small allowance for fiber cement.
- For non-residential structures, the permitted materials list is greatly expanded to include concrete block, metal accents, and tile.
- The height allowances for the study area’s current zoning districts range from 35’-50’ with structures in BGC permitted up to 40’ in height.
- BGC allows development with no minimum setbacks where BG requires a minimum 50’ front setback, and 10’ side and rear setbacks.



OTHER APPLICABLE STANDARDS

Opt-In Downtown Overlay

An opt-in zoning overlay is a type of zoning regulation that allows property owners within a designated area to choose whether to participate in a specific zoning overlay district. Within the study area, property owners can currently opt into the Downtown Overlay District. Three parcels have opted into this district:

- 112 West Oak Street
- 120 South Perry Street
- 402 North Perry

Downtown Zoning Subareas

Of the nine Downtown zoning subareas, three are represented in the study area: live/work a, live/work b, and courthouse square.

- 32 properties are located within the live/work a subarea
- 24 properties are located within the live/work b subarea
- 4 properties are located within the courthouse square subarea


Downtown Entertainment District

The entire study area is in the Downtown Entertainment District. This district was create to allow an alcohol ordinance and indoor special event facilities. The study area is also directly adjacent to the Depot District to the north. Recent public and private investments have been made in the Depot District, including the planned expansion of Slow Pour Brewing, and the installation of new arched street signs to deter large vehicles from circulating in the heart of Downtown Lawrenceville. The proximity of the study area to both the square and the Depot District highlight the potential of the area and the need to plan future structures and uses appropriately.

Policy Map

The city has a policy map wherein the study area is designated as a Commercial/Mixed Use Opportunity Area. The strategy for the Commercial/Mixed Use Opportunity Area is to “target business relocation, retention, façade enhancements, and revised regulations in these areas identified in the Economic Development Strategic Plan to encourage quality commercial and mixed-use redevelopment”


Historic District

At present, there are no properties within the study area that have been registered on the National Register of Historic Places. However, it should be noted that the area does contain forty properties that have been overlaid with a historic district. 

Downtown Development Authority

A Downtown Development Authority (DDA) is typically created to revitalize and spur development within their boundary. In 2020, Lawrenceville’s DDA boundary was greatly expanded and it includes the North DTL study area.

The Façade Grant Program

The Façade Grant Program has been recently reintroduced by the Downtown Development Authority of Lawrenceville. Eligible businesses operating within the Downtown Entertainment District can apply for the program to receive reimbursement for expenses incurred while undertaking exterior façade renovations. These renovations may include activities such as painting, restoration, stabilization, installation of awnings, or upgrading signage, among others. The purpose of the program is to encourage and support property owners in enhancing or updating the exterior of their buildings to improve the overall visual appeal and vibrancy of the district. 



3 Future Vision

FUTURE DEVELOPMENT OVERVIEW

Future Development Map

According to the City of Lawrenceville 2040 Future Development Map, the study area is designated as belonging to the Downtown Character Area. The Downtown character area serves as the vibrant center of the city, characterized by its lively atmosphere, diverse mix of businesses, and emphasis on a live-work-play lifestyle. The area is designed to accommodate various demographics, including families, students, millennials, empty nesters, and seniors. In this character area, the city focuses on enhancing and maintaining historic buildings while encouraging new developments that are complementary in scale and possess their own distinct style. Downtown boasts public facilities, gathering spaces, and parks, with a focus on providing ample green space and easy access to Rhodes Jordan Park. The transportation infrastructure downtown is well-planned, accommodating cars, pedestrians, cyclists, and transit users. Smart parking solutions are utilized instead of large surface lots.

The designated land uses in downtown encompass main street retail, townhomes, multi-family residential units, live-work spaces, mixed-use developments, general commercial areas, office/professional spaces, and civic/public places of worship, including plazas, parks, and gathering spaces.

The existing comprehensive plan includes several policies that apply to the entire Downtown Character Area, but that may be helpful to consider for the future of the North DTL study area:

- Policy LU1 “[e]ncourage[s] buildings in walkable areas to be oriented to the street and have facades designed with abundant windows and human scale architectural features”
- Policy QL5.3 “[e]ncourage[s] new development that is compatible with historic structures in terms of scale and character, but not necessarily replicative in style” (p. 59).

The North DTL study area underwent residential development during the 1950s. Consequently, adhering to the policies outlined in the Comprehensive Plan, any future development within this area should align with the scale and character of historic structures.

It should be noted that the city is currently engaged in the process of revising its Comprehensive Plan, wherein the Future Developmental Map may be altered contingent upon the receipt and incorporation of public feedback, as well as the subsequent adoption of said plan.

SPECIAL DRAINAGE DISTRICT

The City of Lawrenceville is planning to establish a Special Drainage District that includes twenty eight parcels within the study area at the intersection of Buford Drive and Pike Street, along Chestnut Street. Within the district, stormwater detention would not be required, and the applicant would instead pay a detention fee. This is possible due to a recent development expanding their detention facilities to capture some off-site stormwater, and the detention fee in the Special Drainage District will vary based on the final cost of the expansion.

CITY INPUT

Due to conflicting plan guidance and regulatory framework, the North DTL area has been marked by the emergence of numerous nonconformities in relation to land use and building code violations. This has made administration and enforcement of the area challenging.

The proposed rezonings and developments currently under consideration demonstrate a lack of compatibility with the existing neighborhood character and aspirations of the residents, Planning Commission, and City Council.

WHAT DOES A NEW ZONING DISTRICT OR OVERLAY NEED TO REGULATE?

A zoning code should regulate several aspects related to land use and development to promote a well-planned and organized urban environment. Some key elements that a zoning code typically regulates include:

- **Land Use Categories:** Zoning codes should establish different land use categories or zones, such as residential, commercial, industrial, recreational, and mixed-use, to ensure compatible land uses and prevent incompatible activities from coexisting.
- **Density and Intensity:** Zoning codes typically prescribe regulations on building density and intensity, specifying parameters such as maximum building height, floor area ratio (FAR), lot coverage, and setbacks. These regulations help control population density, building size, and the relationship between structures and open spaces.
- **Setbacks and Building Placement:** Zoning codes often define setbacks, which are minimum distances required between buildings and property lines, streets, or other structures. These regulations help ensure adequate spacing, light, air circulation, and privacy.
- **Building Design and Architectural Standards:** Zoning codes may include provisions regarding building design and architectural standards to maintain a cohesive aesthetic within a specific area or preserve historic character. This may encompass guidelines for façade materials, roof forms, architectural features, and other design elements.
- **Parking and Access:** Zoning codes commonly address parking requirements, specifying the number of parking spaces per building or land use type. They may also regulate access to streets, driveways, sidewalks, and transportation infrastructure to ensure safe and efficient circulation.
- **Environmental Considerations:** Some zoning codes incorporate provisions related to environmental protection, such as regulations on open space requirements, tree preservation, stormwater management, and sustainable development practices.
- **Special Overlay Districts:** Zoning codes may establish special overlay districts to address unique circumstances or promote specific goals, such as historic preservation districts, waterfront areas, transit-oriented developments, or conservation areas.

4 Potential Standards

OBJECTIVES

Maintain Live/Work Objective

To preserve the prevailing residential character of the North Downtown Lawrenceville (DTL), while permitting select commercial activities, it would be prudent for the city to consider nullifying the live-work overlay zoning districts. Instead, it would be advantageous to introduce a new zoning district that prioritizes residential usage and building forms, while accommodating commercial activities as a secondary function.



Preserve Residential Character and Uses

To maintain the current residential character and uses of the North DTL, the city could consider annulling the live/work overlays and rezoning a portion of the properties to an already established residential zoning district.

OPTION 1: CREATE A NEW ZONING DISTRICT

Residential Priority (RP) Zoning District

The Residential Priority (RP) district is a new zoning designation for the City of Lawrenceville that emphasizes residential uses as the primary use of the district. Commercial uses are secondary and are intended to provide support services for the residents of the district.

Allowed Uses

The RP district allows for a mix of residential uses, including single-family homes, townhomes, and multifamily buildings, such as apartments and condominiums. The district also allows for commercial uses, such as small-scale neighborhood retail, personal services, and professional offices, as well as community facilities, such as parks and schools.

Development Standards

The RP zoning district is designed to promote a high-quality residential environment that is compatible with the surrounding neighborhood context. To achieve this, the following development standards are required:

Building height

Maximum building height is limited to three stories or 35 feet, whichever is less.

Setbacks

Front yard setbacks are required to be at least 20 feet, side yard setbacks are required to be at least 10 feet, and rear yard setbacks are required to be at least 25 feet.

Open space

At least 25% of the lot area must be dedicated to open space, including private and common open space.

Parking

On-site parking is required for all residential and commercial uses, with a minimum of one parking space per residential unit and two parking spaces per 1,000 square feet of commercial space.

Benefits

- The RP zoning district provides several benefits to the City of Lawrenceville, including:
- Encourages the development of high-quality, mixed-income residential neighborhoods that are compatible with the surrounding context.
- Supports the development of small-scale, neighborhood-serving commercial uses that provide support services for residents.
- Promotes a pedestrian-friendly environment that encourages walking and alternative modes of transportation.
- Supports the city’s goals of increasing housing density and affordability while maintaining a high quality of life.

OPTION 2: REVISE CURRENT BASE ZONING

It is feasible to amend the current base zoning. However, it is important to note that such changes would have citywide implications, affecting all areas governed by the revised zoning regulations.

OPTION 3: ESTABLISH A NEW OVERLAY

While it is technically feasible to establish a new overlay district for the study area, it is recommended that such a measure be avoided. This is due, in part, to the difficulties associated with administering the existing live/work overlay zoning districts, which did not fully realize the vision for the study area. Given these challenges, it is advisable that alternative zoning strategies be explored in lieu of a new overlay district.

5 Examples of Successful Live/Work Districts

LARGER CITIES

Denver, Colorado

The U-RX-3 (Residential - Mixed Use – 3 story) district is primarily intended to accommodate residential uses. Commercial uses are secondary to the primary residential use of the district and provide neighborhood-scaled shops and offices for residents to conveniently access goods and services within walking distance. Buildings in a Residential Mixed-Use district can have commercial uses, but upper stories are reserved exclusively for housing or lodging accommodation uses. A building can be solely residential or solely commercial; however, buildings containing only commercial uses are limited in total gross floor area to 10,000 square feet consistent with the district purpose.

Portland, Oregon

In Portland, the Residential Mixed Use (RM) zone allows for a mix of residential and commercial uses, but with an emphasis on residential development. The zone is intended to encourage compact, walkable, and transit-oriented development that includes a mix of housing types and affordability levels.

San Francisco, California

San Francisco's Mixed Use (MU) district includes both commercial and residential uses, but with a focus on residential development. The district is intended to encourage the development of mixed-income housing and to support the city's goal of increasing housing density.

Seattle, Washington

In Seattle, the Lowrise Multifamily (L) zone allows for a mix of residential and commercial uses, but with an emphasis on residential development. The zone is intended to promote a range of housing options, including small-scale multifamily buildings, townhouses, and courtyard apartments.

Chicago, Illinois

Chicago's Residential Business (B) district allows for a mix of residential and commercial uses, but with an emphasis on residential development. The district is intended to encourage the development of affordable housing and to support small-scale commercial uses that serve the surrounding residential community.

Austin, Texas

In Austin, the Residential Mixed Use (RM) district allows for a mix of residential and commercial uses, but with an emphasis on residential development. The district is intended to promote a range of housing types and affordability levels, as well as to encourage walkable and transit-oriented development.

MID-SIZED CITIES:

Chattanooga, Tennessee

Chattanooga's Southside neighborhood has become a thriving live/work district that features a mix of artists, designers, and tech startups. The district includes affordable live/workspaces, galleries, and performance venues, and has helped to revitalize the city's urban core.

Pittsburgh, Pennsylvania

Pittsburgh's Lawrenceville neighborhood has been transformed into a vibrant live/work district that is home to a mix of artists, makers, and tech startups. The district features affordable live/workspaces, galleries, and shops, and has helped to attract new businesses and residents to the area.

Providence, Rhode Island

Providence's Jewelry District has become a hub for creative businesses and startups, thanks in part to its live/work zoning district. The district includes affordable live/workspaces, coworking facilities, and incubators, and has helped to establish Providence as a center for innovation and entrepreneurship.

Tempe, Arizona

Tempe's Mill Avenue District is a live/work zoning district that has revitalized the city's downtown area. The district features affordable live/workspaces, galleries, and shops, and is home to a mix of artists, designers, and small businesses.

SMALL CITIES:

Hudson, New York

This small city in upstate New York has a thriving live/work district that includes converted industrial buildings and warehouses that now house a mix of artist studios, galleries, and residential units. The district has become a hub for creative businesses and cultural events.

Paducah, Kentucky

Paducah has transformed its historic downtown into a vibrant live/work district that is home to more than 70 creative businesses, including artists, designers, and makers. The district features loft-style residential units, galleries, shops, and restaurants.

Carlsbad, California

The Barrio Arts District in Carlsbad is a live/work district that has revitalized an historic neighborhood. The district is home to a mix of artists, designers, and creative businesses, and features affordable live/work units, galleries, and community spaces.

Astoria, Oregon

The Cannery Pier Hotel in Astoria is a unique live/work development that has transformed an historic cannery building into a luxury hotel with live/work units for artists and writers. The development has helped to revive the city's waterfront and has become a popular destination for tourists and creatives alike.



LAWRENCEVILLE

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AGENDA REPORT
MEETING: REGULAR MEETING JUNE 21, 2023
AGENDA CATEGORY: COUNCIL BUSINESS PUBLIC HEARING

- Item:** Adoption of Fiscal Year (FY) 2024 Budget Resolution
- Department:** Finance
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** N/A
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Approval of the FY 2024 Budget Resolution and accompanying attachments.

Summary: Adoption of the FY 2024 Budget Resolution to set the revenue and expenditure priorities for FY 2024. The resolution sets the budget for all funds and departments. Authorizes the acceptance of included grants, and establishes priorities for the City.

Fiscal Impact: N/A

Attachments/Exhibits: Budget Resolution

RESOLUTION _____

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2024 FOR EACH FUND OF THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2024 REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

WHEREAS, the Mayor and Council of the City of Lawrenceville (“Council”) is the governing authority of said City; and

WHEREAS, the City Manager has presented a Proposed Budget which outlines the City’s financial plan for said fiscal year which includes all projected revenues and allowable expenditures; and

WHEREAS, advertised public hearings have been held on the Fiscal Year 2024 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Mayor and Council decrees that the Fiscal Year 2024 Proposed Budget and changes presented in Attachment E shall in all cases apply to and control the financial affairs of City departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

WHEREAS, the Mayor and Council may authorize and enact adjustments and amendments to appropriations as to balance revenues and expenditures; and

WHEREAS, each of the funds has a balanced budget, such that Anticipated Funding Sources equal Proposed Expenditures;

NOW, THEREFORE, BE IT RESOLVED that this Budget is hereby adopted specifying the Anticipated Funding Sources for each Fund and making Appropriations for Proposed Expenditures to the Departments or Agencies named in each Fund as specified in Attachment A and changes presented in Attachment E; and

BE IT FURTHER RESOLVED that Expenditures of any Operating Budget Fund shall not exceed the Appropriations authorized by this Budget Resolution and any Amendments thereto or Actual Funding Sources, whichever is less; and

BE IT FURTHER RESOLVED that all Expenditures of any Operating Budget Fund are subject to the policies as established by the Mayor and Council and City Manager; and

BE IT FURTHER RESOLVED that the Five-Year Capital Project Plan as specified in Attachment B is accepted, as specified herein, with multiple-year project budgets

as provided for in Official Code of Georgia Annotated Section § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the various categories within a Department shall require only the approval of the City Finance Director so long as the total budget for each Department is not increased; and

BE IT FURTHER RESOLVED that the 2024 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Mayor and Council, except in the following cases where authority is granted to:

I. The City Manager to:

- (a) set fee structures provided that they are not restricted by rate setting policies and agreements approved by the Mayor and Council;
- (b) transfer funds from Department budgets to establish Capital Projects;
- (c) transfer funds within a capital project from fund or program contingencies and/or savings in existing projects to establish new projects;

II. The City Finance Director to:

- (a) allocate funds to the appropriate Department or fund from insurance proceeds and/or from the Casualty and Liability Insurance fund for the replacement or repair of damaged equipment items within existing approved policies and procedures;
- (b) allocate funds to the appropriate Department or Agency or Fund from insurance proceeds and/or from the Worker's Comp and/or Health Insurance funds for the payment of claims as approved by the appropriate adjusting third party management company;
- (c) allocate funds from the established contingency to the appropriate Department or Agency for required expenses as approved by Mayor and Council;
- (d) allocate funds from Non-Departmental contingencies and reserves to cover existing obligations/expense in accordance with the intent and actions of the Mayor and Council; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in

operating accounts into contingencies or reserves;

- (e) authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Mayor and Council
- (f) adjust revenue and appropriation budgets to capital projects as necessary to incorporate grant awards previously approved by the Mayor and Council;
- (g) adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets as approved by Mayor and Council;

BE IT FURTHER RESOLVED that such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project; and

BE IT FURTHER RESOLVED that the compensation for city appointments by the Mayor and Council to the various Boards and Authorities has been set. This does not preclude any department from reimbursing those members for actual expenses incurred in the performance of duty as approved by law or City Ordinance or Policy; and

BE IT FURTHER RESOLVED that the budget authorizes the City Manager to implement the salary adjustments through either a merit, cost of living, or a combination up to an average increase of five percent for employees with more than six months service with the City; and

BE IT FURTHER RESOLVED that the following new positions are authorized as of July 1, 2023:

- Assistant City Manager – Community Development;
- Economic Development Director;
- Street Maintenance Worker;
- Recycle Truck Driver;
- Recycle / Refuse Collector (2); and
- Community Engagement Officer (part-time)

BE IT FURTHER RESOLVED that the following new positions are authorized as of October 1, 2023:

- Senior System Analyst; and
- Social Media Specialist

Commented [KL1]: I think this needs to stay four percent as that is what was in the proposed budget. We are adjusting this to 5% in the "Add / Delete" list. It will be confusing if this says five and then the add / delete list says Change salary increases from 4% to 5%

BE IT FURTHER RESOLVED that the following new positions are authorized as of January 1, 2024:

- Police Sergeant;
- Police Officer (2);
- Advanced Metering Infrastructure Specialist; and
- Deputy Court Clerk

Commented [KL2]: This is the same as above. We make the adjustment in the add / delete list.

BE IT FURTHER RESOLVED that the City Council hereby approves allocated positions as outlined in Attachment C and as outlined in Attachment E and shall approve increases in total City authorized positions. Vacant positions and associated budget may be reallocated within the same Department or reassigned to another Department and filled authorized positions and associated budget may be reassigned at the same grade level between Departments with authorization of the City Manager. All changes are authorized within the pay and classification plan and the City Manager is authorized to approve changes in individual salaries in conformity with the adopted plan and existing City policies.

BE IT FURTHER RESOLVED that the City Council hereby approves retaining three surplus vehicles from the Vehicle Replacement Program for use by the City Manager’s Office, Communications Department and Special Events Division.

BE IT FURTHER RESOLVED that the City Council intends to maintain the City’s Maintenance and Operations millage rate at 2.228; however, for Fiscal Year 2025 the City Council intends to increase the millage by 1.0 mils.

BE IT FURTHER RESOLVED the City Council intends to issue revenue bonds for capital purchases.

BE IT FURTHER RESOLVED that the City Council hereby approve the Initiatives outlined in Attachment D.

BE IT FURTHER RESOLVED that the City Council hereby approve the add and delete items listed in Attachment E as part of the Fiscal Year 2024 Budget.

IT IS SO RESOLVED THIS _____ day of _____, 2023

Mayor David Still

ATTEST:

Karen Pierce, City Clerk

Proposed Budget:

Fund	Segment 3	FY 2024 Budget
100 - GENERAL FUND		
	110 - LEGISLATIVE	251,500.00
	132 - CITY MANAGER	4,795,747.00
	133 - CITY CLERK	481,460.00
	150 - FINANCE	3,683,450.00
	151 - PURCHASING	240,840.00
	153 - DATA PROCESSING	4,333,085.00
	154 - HUMAN RESOURCES	3,227,868.00
	157 - ENGINEERING	336,450.00
	160 - COMMUNITY RELATIONS	5,275,566.00
	265 - COURT	840,835.00
	320 - POLICE	13,995,011.00
	410 - PUBLIC WORKS	2,653,320.00
	420 - STREETS	2,268,840.00
	498 - DAMAGE PREVENTION	1,498,990.00
	741 - PLANNING & DEVELOPMENT	1,021,135.00
	745 - CODE ENFORCEMENT	635,900.00
	751 - ECONOMIC DEVELOPMENT	854,160.00
100 - GENERAL FUND Total		46,394,157.00
210 - CONFISCATED ASSETS-FEDERAL		50,200.00
211 - CONFISCATED ASSETS-LOCAL		6,100.00
215 - 911 FUND		1,364,530.00
270 - TAX ALLOCATION DISTRICT		200,000.00
275 - HOTEL/MOTEL TAX FUND		300,000.00
280 - RENTAL MV EXCISE TAX FUND		140,000.00
285 - SCHOOL ZONE CAMERAS		474,100.00
326 - 2023 SPLOST FUND		6,235,811.00
355 - CAPITAL PROJECTS FUND		6,774,295.00
510 - ELECTRIC FUND OPERATING		40,739,500.00
511 - ELECTRIC FUND CAPITAL BONDS		8,831,769.00
515 - GAS FUND OPERATING		51,704,100.00
516 - GAS FUND CAPITAL BONDS		6,103,379.00
540 - SOLID WASTE FUND OPERATING		3,057,250.00
541 - SOLID WASTE FUND CAPITAL		195,000.00
560 - STORMWATER FUND OPERATING		2,408,500.00
561 - STORMWATER FUND CAPITAL		2,900,000.00
610 - GROUP HEALTH FUND		8,830,000.00
615 - WORKERS COMPENSATION FUND		660,000.00
620 - FLEET SERVICE FUND		2,263,900.00
625 - RISK MANAGEMENT FUND		1,512,985.00
Grand Total		191,145,576.00

Attachment B
Capital Projects

Description	Project Number	Requesting Dept	Fund	Coded Department	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Art Commission Projects	23-002		General	Communications	\$150,000					
Locate Equipment		NEW	General	Damage Prevention	\$12,410	\$6,205	\$12,410	\$6,205	\$12,410	\$6,205
Department Vehicle		NEW	General	Fleet	\$0					
Vehicle Replacement Program	05-007		General	Fleet	\$1,575,000	\$1,650,000	\$1,740,000	\$1,825,000	\$1,920,000	\$2,010,000
2 Mobile Column Lifts	05-018		General	Fleet						\$25,000
Frame Crane w/Hoist			General	Fleet	\$31,000		\$50,000			
Metal Brake & Shear			General	Fleet	\$20,000					
Drive on lifts (2)			General	Fleet		\$40,000				
Tire Carosel			General	Fleet			\$50,000			
Floors Epoxy			General	Fleet				\$75,000		
Air Compressor		NEW	General	Fleet					\$20,000	
Stick Welder		NEW	General	Fleet					\$7,500	
Hydraulic Hose Crimping Machine		NEW	General	Fleet					\$5,000	
New Oil Reel		NEW	General	Fleet					\$20,000	
Drill Press		NEW	General	Fleet					\$10,000	
Compressor for Service Truck		NEW	General	Fleet						\$6,500
Oversize Tire Changer		NEW	General	Fleet						\$30,000
Plasma Cutter		NEW	General	Fleet						\$6,000
New Position Vehicles	05-016		General	Fleet						
Finance ERP	02-006		General	IT	\$50,000					
Fleet Management Software	02-016		General	IT						
GIS Strategic Plan & Implementation	02-005		General	IT	\$35,000					
Enterprise Asset Management Software		NEW	General	IT	\$175,000	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413
Fleet- AssetWorks Modules		NEW	General	IT	\$0	\$25,000	\$10,000	\$10,300	\$10,609	\$10,927
Munis Inventory Module		NEW	General	IT	\$55,000	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883
Replace Switch Room UPS Units		NEW	General	IT	\$16,000					
Computer Upgrades- Planning & Development		NEW	General	IT	\$28,000					
Rugged Laptops- Code Enforcement		NEW	General	IT	\$0					
Rugged Laptops- Police Motorcycles		NEW	General	IT	\$37,500					
Work Order Software		NEW	General	IT		\$175,000	\$75,000	\$77,250	\$79,568	\$81,955
Safety Management Software		NEW	General	IT	\$25,385	\$17,385	\$17,385	\$17,385	\$17,385	\$17,385
Upgrade Phone System	02-0112		General	IT	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Vulnerability Management Solution	02-030		General	IT	\$0	\$0	\$0	\$0	\$0	\$0
Audito Visual Upgrades	02-031		General	IT	\$25,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Planning & Development Software (Operating Budget)	02-023		General	IT	\$0	\$0	\$0	\$0	\$0	\$0
New Fire Walls	02-032		General	IT			\$60,000	\$60,000	\$60,000	\$60,000
IT Compliance Program	02-033		General	IT	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Speed Detection Devices (LIDAR)	09-008		General	Police		\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
Speed Detection Devices (RADAR)	09-010		General	Police		\$8,849	\$8,849	\$8,849	\$8,849	\$8,849
Body Armor	09-011		General	Police		\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Taser	09-012		General	Police		\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
Primary Pistols Weapons	09-020		General	Police		\$3,225	\$3,225	\$3,225	\$3,225	\$3,225
Backup Pistol Weapons	09-020		General	Police		\$3,225	\$3,225	\$3,225	\$3,225	\$3,225
Police Radios	09-015		General	Police		\$69,650	\$69,650	\$69,650	\$69,650	\$69,650
CCTV Video Cameras for PD Building	09-018		General	Police		\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Body Worn Camera Replacements	09-017		General	Police		\$36,075	\$36,075	\$36,075	\$36,075	\$36,075
Flock Safety Cameras	09-019		General	Police		\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Police Parking Lot Expansion	09-025		General	Police	\$15,000					
FIRST Project	09-026		General	Police	\$500,000	\$17,600	\$19,360	\$21,296	\$23,425	\$25,768
Speed Camera Expenditures	09-027		General	Police						
W.Pike @ Culver Parking Lot		NEW	General	PW	\$300,000					
Downtown S/W/Brick Impr/Repair	15-003		General	PW	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Sidewalk Maintenance and Infill	08-005		General	PW	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Facilities - HVAC Upgrades (Citywide)	15-025		General	PW	\$121,000	\$80,000	\$80,000	\$80,000	\$80,000	\$106,000
Facilities - Grounds Maintenance	15-026	Revised	General	PW	\$45,000	\$170,000	\$20,000	\$20,000	\$20,000	\$85,000
Facilities - Exterior Maintenance (Citywide)	15-026		General	PW	\$55,000	\$60,000	\$60,000	\$102,000	\$60,000	\$102,000

Attachment B
Capital Projects

Description	Project Number	Requesting Dept	Fund	Coded Department	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Facilities - Interior Maintenance (Citywide)	15-027		General	PW	\$100,000	\$60,000	\$40,000	\$40,000	\$40,000	\$40,000
Pressure Washer		NEW	General	PW	\$15,000					
Floor Machine		NEW	General	PW		\$30,000				
Trailer for Scissor Lift		New	General	PW		\$20,000				
Public Works Facility Improvements	15-030		General	PW	\$750,000					
City Hall Security				PW	\$250,000					
Street Resurfacing	26-005	REVISED	General	Streets	\$1,200,000	\$1,400,000	\$1,946,160	\$1,985,093	\$2,024,785	\$2,065,280
Pavement Condition Assessment	26-021		General	Streets			\$40,000			
On-Call Striping	26-014		General	Streets	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
Sidewalk Infill, Citywide	08-005		General	Streets	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Scenic Hwy @ Jackson Street	26-012		General	Streets						
Regal Dr (County Reimb)		NEW	General	Streets	\$315,000					
Camelot Subdivision (County Reimb)		NEW	General	Streets		\$400,000				
Downtown Raised Intersections		NEW	General	Streets		\$1,200,000				
Meadow Grove Entrance		NEW	General	Streets	\$75,000					
Traffic Safety Trailer		NEW	General	Streets	\$20,000					
Wood Grinder at Mulch Yard (replacement)			General	Streets						\$2,000,000
Enclosed Cab Mini Excavator		NEW	General	Streets	\$70,000					
Rubber Tire Loader		NEW	General	Streets		\$170,000				
Leaf Truck		NEW	General	Streets			\$252,000			
Sand Spreader		NEW	General	Streets				\$7,000		
Backhoe		NEW	General	Streets					\$85,000	
Honest Alley Improvements	15-012	NEW	General	Streets	\$50,000	\$300,000				
Calaboose Alley Improvements		NEW	General	Streets	\$100,000					
					\$6,736,295	\$6,608,314	\$5,262,139	\$5,119,135	\$5,291,152	\$7,386,440
ARPA										
Co-Responder	10-001		ARPA	Police	\$120,000					
Utilitiy Assistance-Round Up Admin	10-001	NEW	ARPA	City Manager	\$35,000					
Supplement to Staff			ARPA	HR	\$750,000					
Outdoor Dining			ARPA	PW	\$197,000					
Sandalwood HP Steel Replacement		NEW	ARPA	Gas	\$2,910,150					
Sandalwood Improvement Project		NEW	ARPA	Engineering	\$840,000					
Sandalwood Improvement Project		NEW	ARPA	Undefined	\$36,182					
					\$4,888,332	\$0	\$0	\$0	\$0	\$0
Electric Fund										
Overhead Maintenance	06-037	Revised	Electric	Electric	\$628,069	\$1,265,000	\$1,535,000	\$1,580,000	\$1,700,000	\$1,875,000
Infrastructure Improvements	06-038	Revised	Electric	Electric	\$3,392,602	\$2,750,000	\$2,845,000	\$2,120,000	\$1,975,000	\$2,100,000
Underground Maintenance	06-039	Revised	Electric	Electric	\$1,195,922	\$2,850,000	\$3,430,000	\$4,335,000	\$5,450,000	\$6,100,000
New Services (Reimbursable)	06-040	Revised	Electric	Electric	\$3,205,176	\$2,350,000	\$1,700,000	\$1,000,000	\$1,000,000	\$1,500,000
Equipment (New and Replacement)	06-041	Revised	Electric	Electric	\$410,000	\$215,000	\$225,000	\$125,000	\$500,000	\$550,000
					\$8,831,769	\$9,430,000	\$9,735,000	\$9,160,000	\$10,625,000	\$12,125,000

Attachment B
Capital Projects

Description	Project Number	Requesting Dept	Fund	Coded Department	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Gas Fund										
Pressure Improvements	11-023	REVISED	Gas	Gas	\$0	\$949,000	\$1,232,000	\$2,783,000	\$825,000	\$390,000
Steel Replacement	11-028	REVISED	Gas	Gas	\$0	\$342,000	\$223,000	\$327,000	\$1,268,000	\$796,800
Plastic Replacement	11-038	REVISED	Gas	Gas	\$0	\$314,000	\$275,000	\$500,000	\$300,000	\$500,000
Propress Tooling (Commercial Meters)		NEW	Gas	Gas	\$15,000					
Ozora @ 81 Roundabout DOT Project #16363	11-048	NEW	Gas	Gas	\$116,000					
Meter Change-Outs	11-043	REVISED	Gas	Gas	\$236,354	\$514,000	\$514,000	\$257,000	\$257,000	\$257,000
New Mains & Services	11-029	REVISED	Gas	Gas	\$713,527	\$1,835,520	\$1,835,520	\$1,835,520	\$2,025,000	\$2,025,000
Cedars Rd to Sugarloaf DOT Project #13895	11-045	NEW	Gas	Gas	\$853,438					
Hurricane Shoals @ Hwy 316 DOT Project #13893	11-047	NEW	Gas	Gas	\$3,004,260					
Hwy 81/138 Roundabout DOT Project #	11-049	NEW	Gas	Gas	\$1,164,800					
Station Valve Installation		NEW	Gas	Gas			\$350,000	\$100,000	\$100,000	\$100,000
Emergency Trailer		NEW	Gas	Gas		\$45,000				
Ground Bed Updates		REVISED	Gas	Gas		\$65,000	\$65,000			
Excavator Replacement		REVISED	Gas	Gas		\$95,000				\$150,000
CNG Station Rehab/CNG Trailer		REVISED	Gas	Gas						\$350,000
Case Backhoe Replacement		REVISED	Gas	Gas			\$90,000			
Tencher (Replacement)		REVISED	Gas	Gas			\$120,000			
ERT Replacement		REVISED	Gas	Gas			\$400,000			
Series 3 Snap Prover		REVISED	Gas	Gas					\$70,000	
TD Williams Tapping Equipment		REVISED	Gas	Gas					\$90,000	
Regulator Station Upgrades		REVISED	Gas	Gas					\$650,000	\$650,000
Dump Trailer		REVISED	Gas	Gas						\$15,000
Coil Trailer/Line Tamer		REVISED	Gas	Gas						\$56,000
Rectifier Replacements			Gas	Gas		\$25,000	\$25,000			
					\$6,103,379	\$4,184,520	\$5,129,520	\$5,802,520	\$5,585,000	\$5,289,800
Solid Waste Fund										
Recycle Bins		NEW	Solid Waste	Sanitation	\$195,000					
Cart Tippers		NEW	Solid Waste	Sanitation		\$28,000				
					\$195,000	\$28,000	\$0	\$0	\$0	\$0
Storm Water Fund										
Storm Water Maintenance	25-002	Reduced	Stormwater	Stormwater	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000
Sandalwood Project					\$1,600,000					
					\$2,900,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000

	FY 2024		FY 2023		FY 2022		FY 2021		FY 2020	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
General Fund										
100 City Manager	3	0	3	1	3	1	3	1	3	1
100 Clerk	3	1	2	1	2	1	2		2	
100 Communications	6		6		6		6		5	
100 Damage Prevention	13		13		13		13		14	
100 Engineering	3		3		3		3		3	
100 Finance	11	1	10	1	10	1	10	1	12	1
Customer Service	9		10		10		10		6	
Meter (Field Customer Service)	7		7		7		8		8	
100 Human Resources	4	1	4	1	4		4		3	
100 IT/Data Processing	16		16		14		14		10	
100 Court	6		6		7		7		7	
100 Police	91	4	91	4	89	4	89		85	
100 Purchasing	2		2		2		2		2	
100 Public Works	5		5		3		3		6	
100 Planning & Development	8		12		11		10		13	
100 Code Enforcement (previously recorded with Planning & Development)	5									
100 Street	21		21		22		22		19	
Total 100 Fund	213	7	211	8	206	7	206	2	198	2
E-911 Fund										
215 E-911	13		13		13		13		13	
Water Fund										
505 Water	0		0		0		9		9	
Electric Fund										
510 Electric	19		20		20		18		17	
Gas Fund										
515 Gas	43		43		43		43		43	
Solid Waste Fund										
540 Sanitation	12		12		12		12		12	
Stormwater Fund										
560 Sanitation	2		2		2		2		1	
Fleet Fund										
620 Fleet	8		8		8		8		6	
Total FTE's	310	7	309	8	304	7	311	2	299	2

New Postions:

- Assist City Manager- Community Development
- Director of Economic Development
- Community Relations- Social
- Media Specialist
- Deputy Court Clerk
- Electric- AMI Specialist
- Police- Sergeant
- Police- 2 Officers- Bike Patrol
- Police- PT Community Engagement
- IT- Senior Systems Analyst
- Sanitation- Recycle Driver
- Sanitation - (2) Refuse Collector
- Streets Maint Worker

CITY STRATEGIC PRIORITIES

- Encourage and Support Local Business
- Encourage High-Quality Housing
- Enhance Mobility
- Enhance Public Safety
- Ensure Responsive, Efficient, and Transparent Operations
- Foster Development (including Community Development)
- Infuse and Embrace the Arts

FY 2024 OBJECTIVES

- Expand and Improve walkability throughout the City
 - Sidewalk connections, new multi-purpose trails, biking pedestrian safety projects
 - *Addresses “Enhance Mobility” and Enhance Safety*
- Become a GMA Certified DEI City
 - Capture work in the City to become GMA DEI certified as well as look for new opportunities to expand cultural competency in the City
 - *Addresses “Ensure Responsive, Efficient, and Transparent Operation” and “Foster Community Development”*
- Engage Community to improve Citizen Involvement and Partnerships
 - Good neighbor program for Code Enforcement, recycling campaign with citizens, Student Police Academy, ReCAST initiatives, events, and community arts
 - *Addresses “Foster Community Development” and “Infuse and Embrace the Arts”*
- Enhance Assistance with Homelessness and Mental Health
 - FIRST Transitional Housing project, police co-responder program
 - *Addresses “Enhance Public Safety” and “Foster Community Development”*
- Encourage redevelopment and infill development with an emphasis on safe, livable, and balanced housing
 - *Addresses “Foster Community Development” and “Encourage High-Quality Housing”*
- Encourage small business success
 - Staff reorganization to include a new economic development position, small business forums/expos, incentives for new business in strategic locations
 - *Addresses “Encourages and Supports local businesses”*

FY 2024
Attachment E

Revenue	
PHMSA Grant	Staff 7,726,600
Hi Hope Road Gas Relocation	Staff 435,500
Additional Tax Revenue from Digest Growth	Staff 272,000
Honest Alley Activation Grant	Staff 80,000
	<u>8,514,100</u>
Expense	
City Issued phones for City Council	Martin 2,700
Adjustment in Mayor and City Council Salaries	Martin 20,000
Convert Part-Time Community Engagement Position & Part-Time Administrative Assist to Full-Time Administrative Assistant in the City Manager's Office	Staff -
Change AMI Specialist hire date to July 2023	Staff 56,620
Lawrenceville Suwanee Road median Landscaping	Staff 100,000
Lawrenceville Suwanee Road Right-of-Way Maintenance	Staff 55,000
City and Partners Housing Initiative	Staff 50,000
Honest Alley Activation Grant	Staff 80,000
Hi Hope Road Gas Relocation	Staff 435,500
PHMSA Grant	Staff 7,726,600
Increase average annual salary increase from 4% to 5%	Staff 240,500
LAC Outparcel Improvements	Staff 150,000
Health Insurance Expense	Staff (500,000)
	<u>8,416,920</u>
	TOTAL 97,180



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 21, 2023
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Lawrenceville Public Works Equipment Shed Expansion Project
- Department:** Public Works
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$1,078,755.00
- Presented By:** Barry Mock, Assistant City Manager, Public Works Director
- Action Requested:** Award Lawrenceville Public Works Equipment Shed Expansion Project to low bidder, Amo Construction, LLC, amount not to exceed \$1,078,755.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The project consists of a 17,080-sf addition to the existing structure. The new addition will be a standalone one-story pre-engineered shed structure on a poured-in-place concrete floor slab. The new structure is designed to match the existing building and will have electric power and lighting. A portion of the interior will be fenced to subdivide the space. There will be a new trench drain and stormwater piping installed on the north side of the building and new grate inlets and storm piping installed on the east side of the building, along with asphalt removal and replacement.

Fiscal Impact: Amount not to exceed \$1,078,755.00. This project is funded by the Capital Outlay Fund (3551565.510000). Project 15-030.

Attachments/Exhibits:
Bid Tabulation

		Amo Construction, LLC		Bayne Development Group, LLC		Diversified Construction of GA, Inc.		Lefko Development, Inc. d/b/a Lefko Construction		Multiplex, LLC		
ITEM #	DESCRIPTION	BASE BID		BASE BID		BASE BID		BASE BID		BASE BID		
1.	New addition will be a stand-alone one-story pre-engineered shed structure on a poured-in-place concrete floor slab.	\$1,059,900.00		\$1,076,373.00		\$1,646,000.00		\$1,224,330.00		\$2,109,940.00		
ALTERNATES												
1.	Relocate existing metal carport structure to new location on existing site.	\$18,875.00		\$32,373.00		\$43,728.00		\$44,865.00		\$70,000.00		
UNIT PRICE SCHEDULE (Items 1-11 included in total above)												
ITEM #	DESCRIPTION	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Unsuitable Material	200 CY	\$35.00	\$7,000.00	\$17.60	\$616.00	\$45.00	\$9,000.00	\$44.00	\$8,800.00	\$40.00	\$8,000.00
2.	Mass Rock	20 CY	\$45.00	\$900.00	\$84.70	\$3,811.50	\$135.00	\$2,700.00	\$220.00	\$4,400.00	\$275.00	\$5,500.00
3.	Trench Rock	200 CY	\$55.00	\$11,000.00	\$105.70	\$5,813.50	\$55.00	\$11,000.00	\$220.00	\$44,000.00	\$300.00	\$60,000.00
4.	Suitable Soils	200 CY	\$25.00	\$5,000.00	\$42.35	\$1,058.75	\$75.00	\$15,000.00	\$39.00	\$7,800.00	\$30.00	\$6,000.00
5.	Paving	100 SY	\$66.00	\$6,600.00	\$56.10	\$3,726.00	\$65.00	\$6,500.00	\$96.00	\$9,600.00	\$50.00	\$5,000.00
Total			\$1,078,775.00		\$1,108,746.00		\$1,689,728.00		\$1,269,195.00		\$2,179,940.00	

Recommended vendor:
 Amo Construction, LLC
 330 Farmer Ct.
 Lawrenceville, GA 30046
 P: 678-985-7900
poakes@amoconstructionllc.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 21, 2023
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** 294, 302, and 306 W Pike St property acquisition
- Department:** City Manager
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$565,000
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve the purchase and sale agreement for 294 W Pike St, 302 W Pike St, and 306 W Pike St in the amount of \$565,000.00.

Summary: This is the property assemblage at the triangular area, near the overpass, where W Pike and W Crogan merge.

Background:

Fiscal Impact: \$565,000

Concurrences:

Attachments/Exhibits: PSA agreement for 294, 302, and 306 W Pike St

COMMERCIAL PURCHASE AND SALE AGREEMENT

Offer Date: 5/12/2023



2023 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 294 Pike Street, 302 Pike Street and 306 Pike Street
 City Lawrenceville, County Gwinnett, Georgia, Zip Code 30046
 MLS Number: 9034754 Tax Parcel I.D. Number: R5146D087, R5146D013, R5146D014

b. Legal Description: The legal description of the Property is attached as Exhibit A hereto.

2. Purchase Price of Property to be Paid by Buyer. \$ <u>560000.00</u>	3. Closing Costs. Seller's Contribution at Closing: \$ <u>0</u>
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4. Closing and Possession Date. 7/31/2023

5. Closing Law Firm. <u>Mahaffey Pickens Tucker (Jeff Mahaffey)</u> Phone Number: <u>770 232 0000</u>	6. Holder of Earnest Money/Escrow Agent. <u>Mahaffey Pickens Tucker, LLP</u>
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7. Earnest Money.

a. Earnest Money shall be paid by check cash or wire transfer of immediately available funds as follows:

i. \$ _____ as of the Offer Date.

ii. \$ 5000.00 within 3 days from the Binding Agreement Date.

iii. _____

b. Disputes regarding Earnest Money shall be resolved by a reasonable interpretation by Holder OR arbitration.

8. Due Diligence Period. Property is being sold subject to a Due Diligence Period of 45 days from the Binding Agreement Date. Seller shall deliver Due Diligence Materials to Buyer within 7 days from Binding Agreement Date.

9. Title Examination. Buyer shall have 14 days from the Binding Agreement Date in which to furnish written title objections to Seller ("Title Examination Period").

10. Existing Brokerage Commissions or Management Obligations. If there are any brokerage commissions or management obligations due in connection with any leases or other agreements pertaining to the Property, then the existing brokerage commissions or management obligations will be paid by Seller at Closing, OR Buyer will assume existing lease commissions and/or management obligations.


11. Assignment. Buyer may OR may not assign this Agreement in accordance with the terms of this Agreement.

12. Brokerage Relationships in this Transaction.

<p>a. Buyer's Broker is <u>Prime Real Estate</u> and is:</p> <p>(1) <input type="checkbox"/> representing Buyer as a client.</p> <p>(2) <input checked="" type="checkbox"/> working with Buyer as a customer.</p> <p>(3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller.</p> <p>(4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Buyer.</p>	<p>b. Seller's Broker is <u>Prime Real Estate</u> and is:</p> <p>(1) <input checked="" type="checkbox"/> representing Seller as a client.</p> <p>(2) <input type="checkbox"/> working with Seller as a customer.</p> <p>(3) <input type="checkbox"/> acting as a dual agent representing Buyer and Seller.</p> <p>(4) <input type="checkbox"/> acting as a designated agent where: _____ has been assigned to exclusively represent Seller.</p>
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c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:

13. Time Limit of Offer. The Offer set forth herein expires at 12:00 o'clock p.m. on the date 5/15/2023.

Buyer(s) Initials  Seller(s) Initials _____



B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A**1. Purchase and Sale.**

a. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) Limited Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required); (e) a transfer tax declaration form properly signed and executed by Seller; and, (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy, including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C", if any. (All documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents".)

b. Conditions to Closing.

i. Conditions in Favor of Buyer: The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:

- (a) All representations and warranties of Seller made herein shall remain true and correct;
- (b) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
- (c) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
- (d) There shall have been no material adverse change in the physical condition of Property, except as otherwise provided for in this Agreement; and
- (e) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.

ii. Conditions in Favor of Seller: The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:

- (a) All representations and warranties of Buyer made herein shall remain true and correct;
- (b) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
- (c) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

2. Purchase Price of Property to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at Closing by wire transfer of immediately available funds, or such other form of payment acceptable to the Closing Attorney.

3. Closing Costs.

a. Seller's Costs: Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel.

b. Buyer's Costs: Buyer shall pay the cost of Buyer's counsel and consultants; all transfer taxes; any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents); and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance.

c. Taxes and Prorations. Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing; rents, tenant improvements costs and leasing commissions on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

4. Closing and Possession Date.

a. Right to Extend the Closing Date: Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

b. Keys and Openers: At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. Closing Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and closing attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the closing attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the closing attorney and the Buyer.

6. Holder of Earnest Money/Escrow Agent. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Earnest Money.

- a. Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
- b. Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below:
- (1) Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the closing of Property.
 - (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
- c. Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.
- d. Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.
- (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.

(2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.

8. **Due Diligence.** Buyer has paid Seller the sum of \$25, the receipt of which is hereby acknowledged by Seller, as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense, and at reasonable times, to inspect, survey, examine, and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.

9. **Title Examination.**

a. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections prior to the end of the Title Examination Period. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.

b. **Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions:

- (1) Zoning;
- (2) Leases, if any, specified in this Agreement;
- (3) General utility, sewer and drainage easements of record as of the Binding Agreement Date;
- (4) Liens for ad valorem taxes not yet due and payable;
- (5) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below.
- (6) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").

c. **Title Objections:** Seller shall have until the Closing to cure all valid title objections ("Title Cure Period"). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

10. **Existing Brokerage Commissions or Management Obligations.** The Property may be subject to management, service or other contracts that affect the Property that cannot be terminated at Closing by Buyer. Seller agrees to provide Buyer with copies of any management, service or other contracts that affect the Property as part of the Due Diligence Materials to be delivered by Seller to Buyer.

11. **Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.

12. Brokerage Relationships in this Transaction.

- a. Unless otherwise specified herein, the real estate commissions owing to the Seller's Broker and Buyer's Broker, if any, are being pursuant to separate brokerage engagement agreements. Buyer and Seller agree that any commissions to be paid to Broker(s) shall be shown on the settlement statement and collected by closing attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s) at closing, their respective commissions pursuant to written instructions from the Broker(s). If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.
- b. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

13. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS**1. Notices.**

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient. Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) even if it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

- 2. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.
- 3. Representations and Warranties.**
- a. Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.
- b. Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.
- 4. Default.**
- a. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- c. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 5. Other Provisions.**
- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- c. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- d. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller (SS611). Any assignee shall fulfill all the terms and conditions of this Agreement.
- e. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- f. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- g. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

- h. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- i. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
- j. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- k. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- l. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
- m. Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- n. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
- o. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- p. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- q. Time of Essence:** Time is of the essence of this Agreement.
- 6. Definitions.**
- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- f. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- g. Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".

7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**

b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

9. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Exhibit "A" Legal Description
- Exhibit "B" Due Diligence Materials
- Exhibit "C" Addition to Seller's Closing Documents
- Exhibit "D" Seller's Warranties and Representations
- Exhibit "E" Permitted Title Exceptions
- Other **Exhibit "E" All Cash Exhibit** _____.
- Other _____.
- Other _____.
- Other _____.

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

1. Property must be vacant at time of closing.

Additional Special Stipulations (F246) are attached.



By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

Seller Acceptance and Contact Information

Lee Merritt, Chairman

1 Buyer's Signature

Lee Merritt, Chairman

05/13/2023

Print or Type Name

Date

Downtown Development Authority of the City of Lawrenceville GA

Buyer's Address for Receiving Notice

770 617 0295

Buyer's Phone Number: Cell Home Work

lmerritt@officewarehouse.com

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address

Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Prime Real Estate

Buyer Brokerage Firm

Becki Bennett

05/13/2023

Broker/Affiliated Licensee Signature

Date

Becki Bennett

144669

Print or Type Name

GA Real Estate License #

404 731 9441

Licensee's Phone Number

Fax Number

primerealestate.becki@gmail.com

Licensee's E-mail Address

WBBOR

REALTOR® Membership

2182 Coffee

Stonecrest

GA

30058

Broker's Address

404 731 9441

Broker's Phone Number

Fax Number

PRBB01

80126

MLS Office Code

Brokerage Firm License Number

1 Seller's Signature

Roberts Pike Street Props., LLC (Paul Rowan)

Print or Type Name

Date

266 Watervale Rd.

Martinez

GA 30907

Seller's Address for Receiving Notice

7064147472

Seller's Phone Number: Cell Home Work

pj_rowan@msn.com

Seller's E-mail Address

2 Seller's Signature

Roberts Pike Street Props., LLC (David Wilcox)

Print or Type Name

Date

510 Warm Springs Circle

Roswell

GA 30075

Seller's Address for Receiving Notice

770 865 6208

Seller's Phone Number: Cell Home Work

cdavid109@me.com

Seller's E-mail Address

Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Prime Real Estate

Seller Brokerage Firm

Becki Bennett

05/13/23

Broker/Affiliated Licensee Signature

Date

Becki Bennett

144669

Print or Type Name

GA Real Estate License #

4047319441

Licensee's Phone Number

Fax Number

primerealestate.becki@gmail.com

Licensee's Email Address

WBBOR

REALTOR® Membership

2182 Coffee

Stonecrest

GA

30058

Broker's Address

404 731 9441

Broker's Phone Number

Fax Number

PRBB01

80126

MLS Office Code

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

EXHIBIT "A" TO COMMERCIAL PURCHASE AND SALE AGREEMENT



Legal Description [Insert legal description]

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294 Pike Street, 302 Pike Street and 306 Pike Street

Lawrenceville

30046

Tract One:

All that Tract of land lying and being in the City of Lawrenceville, Georgia, Gwinnett County, and being more particularly described as follows:

BEGINNING at a iron pin corner located on the south side of West Pike Street as the land of, now or formerly, T.L. Huff, thence running west along the south side of West Pike Street to the land of, now or formerly, Mr. M. J. Keown, for a distance of 60 feet; thence south along the lands of Mrs. M. J. Keown for 136 feet, more or less, to an iron pin corner; thence easterly along the lands of T. L. Huff for 60 feet, more or less to an iron pin corner; thence northeasterly along the Huff lands for 132 feet; more or less, to the point of beginning.

This being the same property conveyed from Mrs. J. T. Wilcox, Mrs. Paul J. Rowan and Mrs. Martha Nelson to James L. Roberts by Warranty Deed dated July 14, 1974 and recorded in Deed Book 867, page 182, in the Office of the Clerk of the Superior court of Gwinnett County, Georgia.

Tract Two:

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

BEGINNING at the intersection of the property lines between the lands of the Department of Transportation and the lands now or formerly owned by James L. Roberts with the existing southern right of way line of State Route 120 (Pike Street), said point being 19.53 feet right of and opposite Station 90+53.50 on the construction centerline of State Route 120 on Georgia Highway Project TSAP-8 (113); thence North 85 degrees 39 minutes 32.4 seconds East along said existing right of way line a distance of 95.00 feet to a point on the property line for a tract now or formerly owned by George P. Ezzard, said point being 19.67 feet right of and opposite Station 91+48.51 on said construction centerline of State Route 120, thence along said property line South 83 degrees, 40 minutes, 26 seconds East a distance of 70.86 feet to the Point 72 feet left of and opposite Station 541+67.40 on the construction centerline of State Route 8 Connector; thence south 48 degrees, 33 minutes, 17.8 seconds West a distance of 107.54 feet to a point 82 feet left of and opposite Station 540.71.79 on said construction centerline of State Route 8 Connector; thence South 81 degrees, 37 minutes, 26.2 seconds West a distance of 15.19 feet to a point on said Roberts property line, said point being 65.53 feet left of and opposite Station 90+88.33 on said construction centerline of State Route 120 Connector; thence along said property line North 00 degrees, 50 minutes, 02.1 seconds West a distance of 137.17 feet back to the point of beginning.

This being the same property conveyed from the Department of Transportation to James L. Roberts by Department of Transportation Quitclaim Deed Dated June 3, 1988 and recorded in Deed Book 4599, page 5, in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Tract Three:

All that tract or parcel of land lying and being in the City of Lawrenceville, Gwinnett County, Georgia, and said property being bounded formerly as follows:

On the North of lands of P. L. Koown and West (now or formerly) Pike Street; on the East by the lands of Mrs. John Keheley; on the South by the lands of J. T. & P. A. Huff, on the West by lands of P. L. Koown. Said land is better described as beginning at an iron pin on the Northeast corner there the same corners with the lot of Mrs. John Kehely on the South side of West Pike Street, thence running in a southerly direction in a straight line, along the lands of (formerly) Mrs. John Keheley, 259 feet; thence running in a northwesterly direction, along the line of northerly direction along line of (formerly) J. T. & P. A. Hugg, 157 feet to the land sold P. L. Koown; thence in a northerly direction along line of (formerly) Koown 42 feet; thence in an easterly direction along line of (formerly) P. L. Koown 62 feet to an iron pin; thence in a northerly direction, along line of (formerly) Koown 132 feet to iron pin on the south side of west Pike Street; thence in an Easterly direction along the south side of West Pike Street 71 3/4 feet to the beginning point. On this lot is located a six room dwelling house.

This being the same property conveyed from Thomas A. Huff, et a., as the Executors fo the Last Will and Testament of Thomas L. Huff, deceased to James L. Roberts by Warranty Deed 1562, page 346, in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

LESS AND EXCEPT all that tract or parcel of land as conveyed from Paul M. Dixon and J.V. Hood, Jr. to the Department of Transportation dated May 4, 1988 and recorded in Deed Book 4878, page 160, in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Buyer's Initials: _____

Seller's Initials: _____

EXHIBIT "B2" to COMMERCIAL PURCHASE AND SALE AGREEMENT Due Diligence Documents for Conveyance of a Residential, Office, Retail or Industrial Building



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The following are Due Diligence Document lists appropriate for the sale and acquisition of a **Residential, Office, Retail or Industrial Property**. The Due Diligence Materials referenced below are not intended to be exhaustive catalogue of all of the materials a buyer might want to review prior to purchasing a Property and/or a business from Seller. Buyer may, therefore want to request additional Due Diligence materials from Seller other than the items listed below, depending on the type of Property and/or business being sold and the nature of the transaction.

[Select only those items that apply to this transaction; the items not selected shall not apply to this Agreement.]

CONVEYANCE OF A RESIDENTIAL, OFFICE, RETAIL OR INDUSTRIAL BUILDING

1. Taxes and Title.

- a. Most recent property tax assessments and tax bills;
- b. The most recent title insurance policy insuring Property, including complete and legible copies of all documents (whether or not recorded) which are referenced therein as title exceptions;
- c. The most recent ALTA Survey (American Land Title Association) of the Property or if such a survey is not available, the most recent survey of Property prepared by a licensed Georgia surveyor;
- d. A schedule of special assessment districts and assessment amounts, if any; and/or
- e. A schedule of impact fees paid or owing on Property, if any.

2. Structure and Improvements.

- a. All plans and specifications for Property improvements, including, without limitation, diagrams of any outdoor irrigation system, architectural drawings, and site plans;
- b. All maintenance records for Property;
- c. All certificates of occupancy;
- d. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements and fixtures; and/or
- e. All reports, assessments or studies regarding actions required to bring Property into compliance with the American with Disabilities Act, or any similar state statute or local ordinance or code.

3. Tenants.

- a. All existing leases and subleases (including concession and license agreements for use of space within Property) and any amendments and letter agreements relating thereto, together with all correspondence to and from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be leased, rents and terms, outlining all other material deal points;
- b. A current rent roll for Property together with monthly income and expense reports for the period of Seller's ownership of Property (or for the previous 36 months, if shorter); and/or
- c. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual tenants (including, as tenants, any space concessionaires of licensees).

4. Environmental & Assessments.

- a. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports; and/or
- b. All soil reports covering any of the Property (typically, for industrial or harsh retail uses only).

5. Miscellaneous.

- a. A schedule of any brokerage commissions or management fees due in connection with any leases or other agreements pertaining to the Property;
- b. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of Property;
- c. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together with the pertinent notices, demands, pleadings and other documents;
- d. All services and vendor contracts, including all amendments and side-letter agreements relating thereto; and/or
- e. All current insurance policies, together with a written summary of insurance coverage and premiums, by policy type.

Buyer's Initials: LM

Seller's Initials: _____

EXHIBIT "C" TO COMMERCIAL PURCHASE AND SALE AGREEMENT Additions to Seller's Closing Documents



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[Select only those items that apply to this transaction; the items not selected shall not be a part of the Seller's Closing Documents.]

- 1. **Architectural Plans.** An Assignment of Seller's rights, if any, to any architectural drawings and site plans for Property and blue-lined copies of such drawings and plans (to the extent in Seller's possession).
- 2. **Assignment of Contracts.** Duly executed and acknowledged Assignment of Contracts assigning and conveying to Buyer the Seller's interest in, to and under the assignable Contracts and containing an indemnity by Seller in favor of Buyer for Claims related to periods prior to the Closing and (if such contracts are assumed by Buyer) containing an indemnity by Buyer in favor of Seller related to the period after the Closing.
- 3. **Assignment of Leases.** Duly executed and acknowledged Assignment of Leases assigning and conveying to Buyer the Landlord's interest in, to and under the Leases and containing an indemnity by Seller in favor of Buyer for claims by tenants arising prior to the Closing, and an indemnity by Buyer in favor of Seller for claims by tenants arising after the Closing.
- 4. **Assignment of Licenses.** An Assignment of any and all municipal, county, state or federal permits or licenses, as and if existing and if transferable, held or controlled by the Seller, relating to Property.
- 5. **Assignment of Name Rights.** An Assignment of Seller's rights with respect to the name "_____."
- 6. **Assignment of Security Deposits.** An assignment of all Security Deposits being held by Seller or the agents of Seller with respect to the Property to Buyer.
- 7. **Bill of Sale.** Duly executed and acknowledged Limited Warranty Bill of Sale conveying to Buyer good and marketable title to the Personal Property (and to the Improvements to the extent they could be determined to be personal property), free of all liens, security interests and encumbrances.
- 8. **Estoppel Certificates.** Estoppel certificates from all existing commercial tenants, concessionaires and licensees in Property, if any, in form and content acceptable to Buyer and dated no earlier that thirty (30) days prior to closing (but excluding individual tenant leases).
- 9. **Keys and Records.** All of the keys to any doors or locks on the Property and the original tenant files and other books and records relating to Property in Seller's possession.
- 10. **Leases and Contracts.** Original executed counterparts of Leases and Contracts, to the extent Seller or its manager have such original executed counterparts in their possession as of the Closing Date.
- 11. **Notice to Tenants.** A letter executed by Seller in a form approved by Buyer and addressed to all tenants under the Leases, notifying such tenants of the change in ownership of Property and directing that payment of all rent and other sums due from such tenants from and after the Closing Date be made to Buyer or such other party as Buyer may direct. (It shall be the responsibility of Seller to deliver such letters to the tenants.)
- 12. **Rent Roll.** A complete and accurate rent roll (the "Rent Roll") for Property updated to the date of Closing and certified to be true and correct by Seller at Closing.
- 13. **Transfer Tax Declarations and Other Tax Documents.** A transfer tax declaration and all such other tax documents as may be required of Seller in order to enable Buyer to make an appropriate IRS 1099 filing.

Buyer's Initials: _____ 

Seller's Initials: _____



**EXHIBIT "D" TO
COMMERCIAL PURCHASE AND SALE AGREEMENT
Seller's Warranties and Representations**



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[Select only those items that apply to this transaction; the items not selected shall not be a part of this Agreement. Each item selected shall be deemed material for purposes of Buyer's Remedies under Sellers Representations and Warranties Paragraph of the Purchase and Sale Agreement.]

1. **Accounts Payable.** There are no outstanding accounts payable relating to Property that would be binding on the Buyer.
2. **Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter this Agreement and bind Seller.
3. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated a bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization, arrangement or protection pursuant to the Federal Bankruptcy Act or similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
4. **Certificates.** To the best of Seller's knowledge, there are presently in effect permanent certificates of occupancy, licenses and permits as may be required for property and, to the best of Seller's knowledge, the present use and occupation of Property is in compliance and conformity with the certificates of occupancy and all licenses and permits. There has been no notice or request of any municipal departments, insurance company or board of fire underwriters (or organization exercising functions similar thereto) or mortgagee directed to Seller and requesting the performance of any work or alteration in respect to Property which has not been complied with.
5. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
6. **Condition of Improvements.** Seller is not aware of any structural or other defects, latent or otherwise, in the Improvements. The heating ventilating, air-conditioning, electrical, plumbing, water, storm drainage and sanitary sewer systems at or servicing Property are, to the best of Seller's knowledge, in good condition and working order and Seller is not aware of any material defects or deficiencies therein.
7. **Declarations.** To the best of Seller's knowledge, there is no default, or any event which with the passage of time or notice, or both, would constitute a default or breach on the part of Seller under any declaration of easements and/or restrictive covenants affecting the Property; and, to the best of Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default or breach thereunder on the part of any other party whose property is encumbered by or benefits from any declaration.
8. **Hazardous Substances.** To the best of Seller's knowledge (a) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (b) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (c) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (d) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site Inventory. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
9. **Leases.** The rent roll which Seller has provided Buyer is the complete and accurate rent roll for the Property as of the date hereof setting forth the leases in effect relating to Property and setting forth with respect to each of the leases (a) the name of the tenant thereunder; (b) the commencement and termination dates of the term of each such lease and information relating to renewals or extensions thereof; (c) the premises covered by each such lease; (e) the amount of rent, percentage rent and other charges payable thereunder and the date to which rent and other charges payable thereunder have been paid; (f) the amount of the security deposit required under each said lease and held by Seller.
10. **No Assessments.** To the best knowledge of Seller, no assessments (other than ad valorem taxes) have been made against Property that are unpaid whether or not they have become liens.

- 11. **No Liens.** All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies by or at the instance of Seller for Property have been paid in full and, other than routine ongoing charges pursuant to the Contracts, there are no claims against the Property or Seller in connection therewith.
- 12. **No Liens Upon Building Service Equipment.** All fixtures, equipment, apparatus, fittings, machinery, appliances, furniture, furnishings and articles of personal property, attached or appurtenant to, or used in connection with the occupation or operation of all or any part of Property and which are owned by Seller are free of any and all liens, encumbrances, charges or adverse interests except security deeds from which Property (including such personalty) and fixtures will be released at Closing.
- 13. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- 14. **No Other Agreements.** Except for the leases and contracts and the Permitted Exceptions, there are no leases, service contracts, management agreements, or other agreements or instruments in force and effect, oral or written, that grant to any person whomsoever or any entity whatsoever any right, title, interest, or benefit in or to all or any part of Property or any rights relating to the use, operation, management, maintenance, or repair of all or any part of Property, which will survive the Closing or be binding upon Buyer.
- 15. **Payment of Outstanding Bills.** All accounts payable, bills for services, utilities, taxes, assessments, and payments due under any of the contracts for periods prior to the calendar month in which the closing occurs have been paid in full or shall be paid in full at Closing.
- 16. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- 17. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- 18. **Service Contracts.** Seller has provided Buyer with copies of all existing equipment leases, service and vendor contracts that relate to the operation, management, or maintenance of Property. All such contracts are in full force and effect in accordance with their respective provisions, and to Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default on the part of any party to any of such contracts. All such contracts are terminable without penalty or obligation to pay any severance or similar compensation on no more than thirty (30) days' notice.
- 19. **Tax Returns.** All property tax returns required to be filed by Seller relating to Property under any law, ordinance, rule, regulation, order or requirement of any governmental authority have been truthfully, correctly and timely filed.
- 20. **Violations.** To the best of Seller's knowledge, there are no violations of law, municipal or county ordinances, building codes, or other legal requirements with respect to Property; the Improvements comply with all applicable legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and construction thereof; and the conditions to the granting of the zoning of Property have been satisfied.
- 21. **Zoning.** Property is currently zoned GB under the applicable zoning ordinances of Lawrenceville City/County, Georgia.

Buyer's Initials: _____ 

Seller's Initials: _____



NO FINANCING CONTINGENCY EXHIBIT " E "



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This Exhibit is part of the Agreement with an Offer Date of 5/12/2023 for the purchase and sale of that certain Property known as: 294 Pike Street, 302 Pike Street and 306 Pike Street, Lawrenceville, Georgia 30046

1. Method of Purchase

A. **All Cash Purchase:** Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash". The Buyer has no right to unilaterally extend the Closing date for eight (8) days for reason of mortgage lender delay. Notwithstanding the above, Buyer shall have the right to extend the closing date for eight (8) days if the closing attorney is not ready except if the basis for the closing attorney not being ready is due to or related to the mortgage lender delay.

OR

B. **Financed Purchase with No Financing Contingency:** Buyer intends to obtain mortgage financing to pay for all or a portion of the sales price of the Property; provided, however, this Agreement shall not be subject to a financing contingency. Even though Buyer is obtaining a mortgage loan, the Buyer has no right to unilaterally extend the Closing date for eight (8) days for reason of mortgage delay. Notwithstanding the above, Buyer shall have the right to extend the closing date for eight (8) days if the closing attorney is not ready except if the basis for the closing attorney not being ready is due to or related to the mortgage lender delay.

2. **Verification of Funds.** Within 7 days from the Binding Agreement Date, Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail the source of all Buyer's funds necessary to purchase the Property ("Required Information"). The Required Information shall consist of one or more of the following:

- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds in US Dollars of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
- B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds in US Dollars on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.
- C. If Option 1(B) is selected above, a loan commitment letter from a mortgage lender.

3. **Authorization and Security.** Buyer does hereby authorize Seller and Listing Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

4. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement shall or shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(24)) with respect to the Property.

B. **Selection of Appraiser:** The appraiser shall be selected by [Select one. The sections not selected shall not be a part of this Agreement.]: Buyer, Seller, OR Other (_____); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.



C. Rights of Buyer If Property Does Not Appraise: If any appraisal performed pursuant to and in accordance with this exhibit is less than the purchase price of the Property, the Buyer shall have the right to request within _____ days from the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Sales Price ("ATSP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATSP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATSP shall run through the earlier of: (1) three (3) days from the date that the ATSP is delivered to Seller; or (2) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).

If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing.

D. Buyer Not Obligated to Seek Price Reduction: Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Initials: _____



Seller's Initials: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 21, 2023
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Rescind the Sale of Surplus Property located in Land Lots 10 and 145 of the 5th and 7th Land Districts of Gwinnett County, Georgia
- Department:** Administration
- Date of Meeting:** Wednesday, June 21, 2023
- Fiscal Impact:** \$0
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Rescind the approval of the Sale of Surplus Property located in Land Lots 10 and 145 of the 5th and 7th Land Districts of Gwinnett County, Georgia from Briggs Allen Real Estate, LLC in the amount of \$601,000.00.

Summary: This property contains 1.345 acres (58,596 square feet). The sale of this property was advertised in accordance with State law and solicited using the sealed bid method. The bidder did not meet the payment requirements of the bidding document.

Fiscal Impact: \$0