LAWRENCEVILLE
GEORGIA

CITY COUNCIL REGULAR MEETING
AGENDA

Wednesday, November 16, 2022	Council Assembly Room
7:00 PM	70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. September 26, 2022 Regular Meeting and Executive Session
2. October 12, 2022 Special Call, Executive Session, Work Session and Executive Session
3. October 24, 2022 Special Call and Executive Session

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.

4. Cost Reimbursement Agreement with Products (SE) Pipe Line Corporation for the replacement of certain storm water pipes in the Grayland Hills Subdivision

5. Intergovernmental Agreement with Gwinnett County Water and Sewerage Authority for Implementation of the Regal Estates Water Improvement Project
6. Comprehensive HVAC Services on an Annual Contract Change Order 2
7. Purchase of Natural Gas Materials on a Six-Month Contract
8. Purchase and Installation of Pixel Pitch 6.67mm 7000 NIT LED Display at the Lawrenceville Arts Center
9. Intergovernmental Agreement with the Lawrenceville Housing Authority for the transfer of Property in the Saddle Shoals Subdivision

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.

10. RZR2022-00013; Saulo Ordonez; 846 North Clayton Street
11. RZR2022-00014; City of Lawrenceville; 190 Oak Street
12. SUP2022-00074; Maya Radovic; 125 Park Access Drive
13. SUP2022-00079; Family Promise of Gwinnett; 757 Moon Road
14. Resolution for the Abandonment of Saddle Path Way

Council Business Old Business

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

15. Approve ReCAST Year 2 Contracts
16. 2023 Council Meeting Dates
17. Amend the Development Regulations section related to Gas Utility Rates

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 16, 2022
AGENDA CATEGORY: CONSENT AGNEDA

Item:	Cost Reimbursement Agreement with Products (SE) Pipe Line Corporation for the replacement of certain storm water pipes in the Grayland Hills Subdivision
Department:	Engineering
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	Not to Exceed $200,000.00 (Reimbursement)
Presented By:	Jim Wright, P.E., City Engineer
Action Requested:	Approval of Cost Reimbursement Agreement with Products (SE) Pipe Line Corporation for the replacement of certain storm water pipes in the Grayland Hills Subdivision. Authorization for Mayor to execute agreement subject to review and approval by the City Attorney.

Summary: In February 2022, Products (SE) Pipe Line Corporation (PPL), had a 26" petroleum pipeline leak in the Grayland Hills Subdivision. The leak location was identified and repaired, PPL later completed a Site Investigation Report to determine the extent of contamination. The petroleum leak appeared to follow the adjacent stormwater pipes in the area as they acted as a conduit. The remediation plan calls for the removal of the soil below the stormwater pipes. Therefore, the stormwater pipes need to be replaced as well. The City will replace the stormwater pipes and PPL will reimburse for the cost of this work.

Fiscal Impact: Not to exceed $200,000.00 (Reimbursement) to the Stormwater Fund.

Attachments/Exhibits: Agreement

COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT (this "**Agreement**") is made by **CITY OF LAWRENCEVILLE, GEORGIA**, a Georgia municipal corporation ("**City**"), and **PRODUCTS (SE) PIPE LINE CORPORATION**, a Delaware corporation ("**PPL**" and, together with City, sometimes, collectively, the "**Parties**"), as of _____ ____, 2022 (the "**Effective Date**").

RECITALS:

Whereas, a pipeline owned and operated by PPL located within the City of Lawrenceville, Georgia developed a leak earlier this year that resulted in the release of petroleum products into soil near the site of the leak; and

Whereas, soils contaminated by the leak in, under, or around certain stormwater pipes owned by the City near the site of the leak (the "Stormwater Pipes," see **Exhibit A**) may need to be excavated and disposed of per Georgia Environmental Protection Division (GAEPD) guidelines; and

Whereas, the City needs to replace the Stormwater Pipes; and

Whereas, PPL has agreed to reimburse the City for the disposal of soil contaminated by the leak and, in addition, for a portion of the costs associated with the replacement of the Stormwater Pipes.

NOW, THEREFORE, in consideration of the amounts to be paid herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Soil Removal, Treatment and Disposal; Site Restoration. Subject to PPL's reimbursement obligation contained in Section 2 of this Agreement, the City shall be responsible for all costs associated with (i) excavating soil contaminated by the leak; (ii) the providing and placement of clean soil meeting engineering design requirements after the replacement of the Stormwater Pipes; and (iii) any associated revegetation of the land surface disturbed by the replacement of the Stormwater Pipes. PPL, in addition to its reimbursement obligation contained in Section 2 of this Agreement, shall be responsible for all costs associated with delineating soil that is contaminated above applicable regulatory thresholds and needs to be excavated; the providing of appropriate collection containers for the contaminated soil (e.g., "rolloff boxes"); applying approved in-situ treatment product to encourage degradation of remaining hydrocarbons (e.g., Micro-Blaze®); the disposal of any collected contaminated soil; and the replacement of fences removed during the prior site work.

Section 2. Reimbursement. The City will contract with a qualified contractor for the work specified in Sections 1 (i), (ii) and (iii) of this Agreement and the replacement of the Stormwater Pipes (the "City Work"). As part of its scope of service, the City's contractor shall be responsible for depositing any contaminated soil into the containers supplied by PPL. When the City Work is completed, the City shall pay its contractor(s) and provide PPL with copies of all

paid invoices for the City Work. Within thirty (30) days of receipt of such invoice copies, PPL shall reimburse the City for two-thirds (2/3) of the invoice totals or Two Hundred Thousand Dollars ($200,000.00), whichever is less.

Section 3. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication maybe given by counsel and shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U. S. registered or certified mail, return receipt requested, postage prepaid, or by electronic transfer by email, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To PPL:
Products (SE) Pipe Line Corporation
100 Windward Concourse
Suite 450
Alpharetta, Georgia 30005
Attn: Greg Dempsey
Email address: greg_dempsey@kindermorgan.com

With a copy to:
_____
_____
_____
Attn: _____
Email: _____

To City:
City of Lawrenceville
70 South Clayton Street
P.O. Box 2200
Lawrenceville, GA 30046
Attn: Jim Wright, City Engineer
Email: Jim.Wright@lawrencevillega.org

With a copy to:
Thompson, Sweeny, Kinsinger & Pereira, P.C.
690 Longleaf Drive
P.O. Drawer 1250
Lawrenceville, GA 30046
Attn: V. Lee Thompson, Jr. and Frank Hartley
Email: vlt@thompson-sweeny.com
fh@thompson-sweeny.com

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date delivered if sent by overnight express delivery; or (c) on the date of transmission, if sent by email or electronic transfer device. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed; or (c) on the date of transmission, if sent by email electronic transfer device. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be

given on the date of mailing. Upon at least five (5) business days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

Section 4. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the Parties.

Section 5. Costs and Attorneys' Fees. If any Party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing Party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorneys' fees. Notwithstanding anything contained herein to the contrary, (i) "reasonable attorneys' fees" are not, and shall not be, statutory attorneys' fees under the Official Code of Georgia ("**O.C.G.A.**"), (ii) if, under any circumstances either Party is required hereunder to pay any or all of the other Party's attorneys' fees and expenses, the Party shall be responsible only for actual legal fees and out of pocket expenses actually incurred by the other Party at customary hourly rates for the work done, and (iii) the Party shall not be liable hereunder, under any circumstances, for additional attorneys' fees or expenses under O.C.G.A. Section 13-1-11.

Section 6. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

Section 7. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

Section 8. Successors and Assigns. This Agreement shall be binding on the Parties, their grantees, assignees, vendees, and successors. Neither Party may assign any of its rights or delegate any of its duties under this Agreement to another entity.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 10. Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition hereof.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

PRODUCTS (SE) PIPE LINE CORPORATION:

Signed, sealed and delivered in the presence of:

By:_____(SEAL)
Vince W. Blout, Director EHS

_____
Unofficial Witness

Breanna Nicole Polk
Notary Public
My Commission expires: 09-14-2024

[NOTARY SEAL]

BREANNA NICOLE POLK
Notary Public, State of Texas
Comm. Expires 09-14-2024
Notary ID 129123973

CITY:

Signed, sealed and delivered in the presence of:

CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation

_____
Unofficial Witness

By:_____
David R. Still, Mayor

_____
Notary Public
My Commission expires:_____

Attest:_____
Karen Pierce, City Clerk

[NOTARY SEAL]

[CITY SEAL]

EXHIBIT "A"

Site Plan for Pipe Replacement

REV	DATE	BY	DESCRIPTION

DESIGNED MH
DRAWN VN
CHECKED BG

SUBMITTED BY
MICHAEL HUTCHINSON (PROJECT ENGINEER/GEOLOGIST) N/A LICENSE NO.
BENJAMIN D. GROVE JR (PROJECT MANAGER) LICENSE NO.

Stantec

PRODUCTS (SE) PIPE LINE CORPORATION
GRAYLAND HILLS TRAIL INCIDENT
LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

SITE BASE MAP

FIGURE 3

\\US0582-PPFSS01\shared_projects\172607783\07_historical\07.0 Designs\7.7 Design Drawings\INITIAL INVESTIGATION REPORT\GHT SIR-SITE BASE MAP.dwg

PLOT DATE/TIME: 7/8/2022 8:46 AM

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 16, 2022
AGENDA CATEGORY: CONSENT AGENDA

Item:	Intergovernmental Agreement with Gwinnett County Water and Sewerage Authority for Implementation of the Regal Estates Water Improvement Project
Department:	Engineering
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	Not to Exceed $315,000.00
Presented By:	Jim Wright, P.E., City Engineer
Action Requested:	Approval of Intergovernmental Agreement with Gwinnett County Water and Sewerage Authority for Implementation of the Regal Estates Water Improvement Project. Authorization for Mayor to execute agreement subject to review and approval by the City Attorney.

Summary: Gwinnett County Water and Sewerage Authority has a project planned for 2023 to replace the water mains on Regal Dr. The project will involve open cutting the pavement to install the water main. The County will include a full width asphalt mill and overlay at the end of the project and the City will reimburse for the cost of the mill and overlay.

Background: Regal Dr. was last paved in 2010 and would have been included in our pavement plan in the next 1-3 years.

Fiscal Impact: Not to exceed $315,000.00

Attachments/Exhibits: Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN

GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE

AUTHORITY AND THE CITY OF LAWRENCEVILLE FOR

IMPLEMENTATION OF THE REGAL ESTATES

WATER IMPROVEMENT PROJECT

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on the _____day of _____, 2022, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority (hereinafter referred to as the "WSA"), and the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "Lawrenceville"). Gwinnett County and the WSA are collectively and sometimes individually referred to herein as "Gwinnett". Gwinnett County, the WSA and Lawrenceville may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Gwinnett County operates and maintains the water facilities and appurtenances owned by the WSA to provide water and sewer services to the public for compensation within Gwinnett County, including the municipal limits of the City of Lawrenceville; and

WHEREAS, Gwinnett has a planned water main improvement project known as the Regal Estates Water Main Replacement project (hereinafter the "Water Project") the limits of which are depicted in Exhibit "A" attached hereto; and

WHEREAS, the Water Project involves the replacement of 5,100 linear feet of 6-inch Asbestos Concrete Pipe (ACP) water main with 8-inch ductile iron water main under pavement of Regal Drive; and

WHEREAS, Lawrenceville has plans to resurface Regal Drive through its road maintenance program; and

WHEREAS, the Parties desire to partner and work together in good faith for the implementation of the Water Project.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and among the Parties as follows:

1. Recitals.

The above Recitals are true, correct and form a material part of this Agreement.

2. Term of Agreement and Termination.

The term of this Agreement shall begin on the day and date hereinabove written and shall extend until all obligations of the Parties are met or for a period of fifty (50) years, whichever is sooner. This agreement shall become null and void should Gwinnett not implement the Water Project.

3. Obligations of Gwinnett.

a) Gwinnett shall include street resurfacing for the entire street area of Regal Estates as part of the Water Project.

b) Gwinnett County shall bid, award a contract to a contractor, and administer the contract to completion for the implementation of the Water Project.

4. Obligations of Lawrenceville.

a) Lawrenceville shall reimburse to Gwinnett the bid amount for street resurfacing currently estimated as follows:

> An amount not to exceed Three Hundred Fifteen Thousand Dollars ($315,000.00) for 1,050 Tons of Asphalt within thirty (30) days of completion of the Water Project currently scheduled for the end of 2023. The bid item for Asphalt shall include milling and tack coat.

Actual bid pricing may differ from the estimate and project completion shall be defined as final payment to the contractor and issuance of close-out paperwork. Lawrenceville's contribution shall not exceed Three Hundred Fifteen Thousand Dollars ($315,000.00). Any further compensation will require an amendment to this agreement.

5. Reservation of Rights.

Gwinnett reserves the right to utilize all real estate rights acquired for the Water Project for any and all purposes not inconsistent with the property rights herein obtained.

6. Remedies.

a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedies at law available to enforce this instrument are inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the Party which is enforcing the provision.

b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

7. Entire Agreement.

This Agreement constitutes the entire agreement between Lawrenceville and Gwinnett County and the WSA with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement.

8. Severability.

It is understood and agreed by and between the Parties that if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained, provided, however, that invalidity of any such condition or provision does not materially prejudice either Gwinnett County, the WSA or Lawrenceville with respect to its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

9. Successors and Assigns.

The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective representatives, successors, and permitted assigns.

10. Evidence.

The Parties agree that if Gwinnett County or the WSA is sued in subsequent litigation concerning the Water Project, including, but not limited to, the acquisition of easements or other property interests or the construction of any of the subject facilities and appurtenances, this Agreement may be introduced into evidence.

11. Attorneys' Fees.

Each Party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of this Agreement or the Water Project.

12. Controlling Law, Venue.

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

13. Further Assurances.

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

14. Construction.

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against any Party.

15. Legal Advice.

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

16. Amendment of Agreement.

Only a writing signed by each of the Parties may modify this Agreement.

17. Authority.

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

18. Headings.

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the terms and conditions contained herein or the rights granted hereby.

19. Time.

Time is of the essence with respect to all duties and obligations set forth in this Agreement.

20. Notice.

(a) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to Lawrenceville at its address set forth below:

City of Lawrenceville
City Manager
PO Box 2200
70 South Clayton Street
Lawrenceville, Georgia 30046
(770) 963-2414

(b) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to Gwinnett County at its address set forth below:

Gwinnett County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:

Gwinnett County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

(c) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to the WSA at its address set forth below:

Chairman
Gwinnett County Water and Sewerage Authority
684 Winder Highway
Lawrenceville, Georgia 30045

With a copy to:
Director
Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045

(d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail, statutory overnight mail, or hand-delivery.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in two counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David Still, Mayor

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Unofficial witness

_____
City Clerk

(City Seal)

Signed, sealed and delivered in the presence of:

_____
Unofficial witness

_____
Notary Public

[Notarial seal]

GWINNETT COUNTY, GEORGIA

_____
Nicole L. Hendrickson
CHAIRWOMAN
BOARD OF COMMISSIONERS

ATTEST:

_____
County Clerk

(County Seal)

Approved as to Form:

_____
Senior Assistant County Attorney

GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY

By: _____
_____ Printed
Name:_____
Chairman

ATTEST:

_____
Printed Name:_____
Secretary

Signed, sealed and delivered in the presence of:

NOTARY:

_____
Unofficial witness

_____
[Notarial seal]

Approved as to Form:

_____
Attorney

EXHIBIT A
IGA with City of Lawrenceville for Regal Estates
Water Main Replacement Project

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, NOVEMBER 16, 2022
AGENDA CATEGORY: CONSENT AGENDA

Item:	Comprehensive HVAC Services on an Annual Contract Change Order 2
Department:	Facilities and Grounds Maintenance
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	$99,500.00
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of Change Order 2 for Comprehensive HVAC Services on an Annual Contract to Trane U.S., Inc., amount not to exceed $99,500.00. Authorization for Mayor to execute Change Order 2.

Summary: This change order is to cover the rising cost of materials associated with HVAC repairs and unforeseen repairs such as replacement of control boards at City Hall, compressors at Police Department Headquarters, and cooling lines at Public Works.

Background: Original awarded amount was $180,000.00. Change Order 1 was approved by the City Manager in the amount of $98,789.00 for new HVAC units for the Aurora Theater. Total contract value including this change order is $378,289.00.

Fiscal Impact: Amount of $99,500.00. This contract is funded by the Service Contracts Fund (1001565.522210).

Attachments/Exhibits:
Change Order 2

CITY OF LAWRENCEVILLE
CONTRACT/PO CHANGE ORDER

Department: Facilities Change Order #: 2

Project/PO: SB009-22 HVAC Services Change Order Date: 10/ 18 /22

Contractor/Vendor: Tran e

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1		Rising material cost and unforeseen HVAC repairs.	$99,500.00
		Net Amount	$99,500.00

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

Original Contract/PO Amount: $ 180,000.00

Previous Change Order Amount: $ 98,789 00

Amount of Change Order Requested (Increase/Decrease) $ $ 995,00 00

New Contract/PO Amount (Including this Change Order) $ 378,289.00

This contract period provided for completion will be increased/decreased by N/A calendar days. Adjusted completion date is _____, 20_____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Brian Osborne
Requestor

Department Director

Authorized Approval

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, NOVEMBER 16, 2022
AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Natural Gas Materials on a Six-Month Contract
Department:	Gas
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	$700,000.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Approval to renew Purchase of Natural Gas Materials on a Six-Month Contract to Consolidated Pipe & Supply Co., Inc., amount not to exceed $700,000.00.

Summary: This contract provides the City Gas Department with the most commonly used natural gas materials. There is a 20% increase in cost on steel items only due to supply chain constraints and raw material volatility. This is the second of four renewal options.

Background: Original awarded amount was $700,000.00. First renewal amount was $700,000.00.

Fiscal Impact: Amount not to exceed $700,000.00. This contract is funded by the Repairs & Maintenance-Equipment Fund (5154700.522240) the Specialty Supplies Fund (5154700.531122), the Cathodic Supplies Fund (5154700.531129), the Pipe & Fitting Fund (5154700.531170), the Regulator Stations Fund (5154700.531171), and the Capital Outlay Fund (5164700.541000). Project 11-029.

Attachments/Exhibits:
Bid Tabulation

AQ007-22
Natural Gas Materials on a Six-Month Contract
Gas Department

				Consolidated Pipe & Supply Co., Inc.	
ITEM #	**DESCRIPTION**	**APPROX. QTY**		**UNIT PRICE**	**TOTAL PRICE**
1	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	5,000	FT	$0.28	$1,391.00
2	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	5,000	FT	$0.28	$1,391.00
3	#12 YELLOW TRACING WIRE PE 30 SOLID COPPER, 500 FEET - PROLINE	30,000	FT	$0.18	$5,457.00
4	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET ROLL - PROLINE	46,000	FT	$0.18	$8,367.40
5	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	1,400	EA	$2.94	$4,119.50
6	½” CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	35,000	FT	$0.45	$15,729.00
7	3/4" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6000	FT	$0.63	$3,774.96
8	2” IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	40000	FT	$1.66	$66,254.40
9	4” IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	2000	FT	$5.89	$11,787.12
10	4" IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	75000	FT	$6.23	$467,055.00
11	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1000	FT	$12.58	$12,583.20
12	2” IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	500	EA	$11.25	$5,625.00
13	2” x 5/8” E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	400	EA	$77.04	$30,816.00
14	2” IPS SDR11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	$7.80	$39.00
15	2” IPS SDR11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	15	EA	$9.00	$135.00
16	2” IPS SDR11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	30	EA	$4.82	$144.45

17	2” IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 1.90” MINIMUM PORT, BW x BW, 2” SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	20	EA	$68.00	$1,360.00
18	3” IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	6	EA	$24.61	$147.66
19	4” IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	60	EA	$35.00	$2,100.00
20	4” IPS SDR 11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	$21.83	$109.14
21	4” IPS SDR 11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	20	EA	$25.68	$513.60
22	4” IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	10	EA	$14.12	$141.24
23	4”x2” IPS SDR 11 PE 2708 BFUSE REDUCER	20	EA	$14.12	$282.48
24	4” IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 3.63” MINIMUM PORT, , BW x BW, 2” SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	15	EA	$210.00	$3,150.00
25	6” IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	$85.00	$2,125.00
26	6” SDR11 IPS PE 2708, BFUSE TEE	15	EA	$41.73	$625.95
27	6”x4” SDR11 IPS PE 2708, BFUSE REDUCER	10	EA	$26.75	$267.50
28	¾” x 5/8” PE 2708 GAS RISER PIGTAIL - PERFECTION	400	EA	$24.08	$9,630.00
29	¾” x 3/4” PE 2708 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	$33.50	$1,675.00
30	½” CTS METFIT STYLE COUPLING - METFIT	1500	EA	$10.66	$15,985.80
31	½” CTS METFIT STYLE DEAD END - METFIT	50	EA	$9.76	$487.92
32	¾” IPS METFIT STYLE COUPLING - METFIT	500	EA	$21.76	$10,881.90
33	¾” IPS METFIT STYLE DEAD END - METFIT	25	EA	$18.10	$452.61
34	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	25	EA	$28.89	$722.25
35	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	$25.20	$630.00
36	3/4" CTS METFIT STYLE TEE - METFIT	10	EA	$37.24	$372.36

37	2” x 5/8” NO EFV TAP TEE - IPEX OR FRIALEN	25	EA	$33.38	$834.60
38	2” x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	$37.24	$1,861.80
39	4” x 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	$42.37	$4,237.20
40	4” x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	$57.78	$2,889.00
41	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	$13.16	$65.81
42	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	$12.36	$61.82
43	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	$11.24	$56.18
44	5/8" 800 CFH PE STICK EFV - UMAC	50	EA	$30.91	$1,545.62
45	3/4" 800 CFH PE STICK EFV - UMAC	50	EA	$39.80	$1,990.20
46	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	50	EA	$38.93	$1,946.33
47	¾” MERCH STEEL BLK SQ HEAD PLUG-DOMESTIC OR SMITH COOPER	200	EA	$0.98	$196.88
48	¾” STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	$1.23	$369.15
49	¾” x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	$1.66	$663.40
50	3/4"X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$2.30	$230.05
51	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$4.71	$470.80
52	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$3.69	$369.15
53	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	$2.30	$460.10
54	¾” x 7” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	$4.76	$952.30
55	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$3.69	$369.15
56	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	$4.23	$1,690.60
57	¾” x 18” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	$8.56	$428.00

58	1” STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	$3.37	$1,011.15
59	1” STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	600	EA	$1.82	$1,091.40
60	1” X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$1.93	$192.60
61	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	$1.93	$96.30
62	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	300	EA	$2.25	$674.10
63	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$2.70	$269.64
64	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	$3.79	$757.56
65	1” x 7” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$7.06	$706.20
66	2” STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	10	EA	$10.91	$109.14
67	2” STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	25	EA	$12.78	$319.40
68	2" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	$4.30	$107.54
69	2" x 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	$5.01	$125.19
70	2" x 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	$5.59	$139.64
71	2" x 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	$7.25	$181.37
72	¾” BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	500	EA	$16.05	$8,025.00
73	1" PITT METER SWIVEL SETS (1-1/4" NUT, 1"PITT SWIVEL) - CENTRAL	20	EA	$18.60	$372.00
74	1" PITT METER WASHERS	40	EA	$0.64	$25.68
75	45 LT METER SWIVEL SETS (NUT AND SWIVEL) - CENTRAL	200	EA	$40.20	$8,040.00
76	45 LT METER WASHERS	350	EA	$0.71	$247.17
77	BARREL LOCKS FOR GAS L/W - BROOKS	500	EA	$3.75	$1,872.50
78	BARREL LOCK KEYS - BROOKS	10	EA	$84.53	$845.30

79	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	$18.73	$898.80
80	1 GALLON LOW TEMP LEAK SOAP - SHERLOCK	50	EA	$19.26	$963.00
81	4” x 5/8” EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	100	EA	$74.90	$7,490.00
82	1” x ¾” BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	250	EA	$4.55	$1,136.88
83	2” INSULATED UNIONS - DOMESTIC OR SMITH COOPER	25	EA	$43.87	$1,096.75
84	1” NO BLO TEE - MUELLER	10	EA	$89.88	$898.80
85	#79344 STEM O-RING 1” (NO-BLO GASKET) - MUELLER	25	EA	$3.53	$88.28
86	#79345 CAP O-RING 1” (NO-BLO GASKET) - MUELLER	25	EA	$4.82	$120.38
87	¾” STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	$4.23	$21.13
88	1” STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	$5.19	$25.95
89	¾” WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	$18.73	$468.13
90	1” WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	$22.47	$561.75
91	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	$83.46	$2,086.50
92	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	$72.76	$1,819.00
93	3/4" x 6" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	$10.43	$521.63
94	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	$23.54	$1,177.00
95	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	$48.15	$481.50
96	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	50	EA	$133.75	$6,687.50
97	20" EXTENSION FOR PLASTIC VALVE BOX	50	EA	$48.15	$2,407.50
98	5 -1/4 " "GAS" LID FOR VALVE BOX	50	EA	$18.19	$909.50
99	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	$18.73	$374.50

100	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	$31.03	$620.60
101	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	$41.73	$834.60
102	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	$347.75	$1,738.75
103	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	$358.45	$1,792.25
104	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	50	EA	$133.75	$6,687.50
105	4" SCH 40 PVC BOLLARD CAPS	50	EA	$16.05	$802.50
106	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5-BLK/YLW/811, WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE DAY TIME: 770-963-3332, EVENING: 770-963-2443 - RHINO	200	EA	$43.87	$8,774.00
107	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	200	EA	$33.17	$6,634.00
108	1” x 8” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$5.89	$588.50
109	1” x 12” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	$8.03	$802.50
110	1” x 18” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	20	EA	$10.17	$203.30
111	1” BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	50	EA	$23.01	$1,150.25
112	1” STD MI BLK INSULATED UNION - DOMESTIC OR SMITH COOPER	50	EA	$69.55	$3,477.50
113	2” IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	4000	FT	$1.87	$7,490.00
114	4” x 2", 4MM PINS ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	10	EA	$104.86	$1,048.60
115	6” x 4", 4MM PINS, ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	6	EA	$192.60	$1,155.60
116	2” STD MI BLK TEE - DOMESTIC OR SMITH COOPER	50	EA	$20.06	$1,003.13
117	2” STD MI BLK STREET 90 EL - DOMESTIC OR SMITH COOPER	50	EA	$19.15	$957.65
118	6” IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	25	EA	$27.82	$695.50
119	2” x 8” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	$7.76	$387.88
120	2” x 12” STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	$9.90	$247.44

121	2” x 2” PE 2708 PB PT GAS RISER PIGTAIL – PERFECTION 78403	12	EA	$144.45	$1,733.40
			TOTAL	$812,286.32	
Will vendor hold pricing firm? Renewal Option 1				5% Increase	
Will vendor hold pricing firm? Renewal Option 2				5% Increase	
Will vendor hold pricing firm? Renewal Option 3				5% Increase	
Will vendor hold pricing firm? Renewal Option 4				5% Increase	

Recommended vendors:
Consolidated Pipe & Supply Co., Inc.
194 Hurricane Shoals Road
Lawrenceville, GA 30045
P: 770-822-9664
email: Paul.Root@cpspipe.com

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, NOVEMBER 16, 2022
AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase and Installation of Pixel Pitch 6.67mm 7000 NIT LED Display at the Lawrenceville Arts Center
Department:	Administration
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	$238,520.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award Purchase and Installation of Pixel Pitch 6.67mm 7000 NIT LED Display to low responsive bidder, A1 Signs, Inc., amount not to exceed $238,520.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the purchase and installation of an approximately 22' wide by 12.6" high LED Marquee Display for the Lawrenceville Arts Center. The display will come with a 5-year parts warranty. The display will be mounted on the left side of the entrance facing Clayton St. The bid submission from United Signs, LLC did not meet the bid requirement for screen brightness and viewing angle and therefore was deemed non-responsive.

Fiscal Impact: Amount of $238,520.00. This contract is funded by the Capital Outlay Fund (3556000.541000). Project SP-005.

Attachments/Exhibits:
Bid Tabulation

SB002-23
Purchase of Pixel Pitch 6.67mm 7000 NIT LED Display Equipment and Supplies for In-House Turnkey Installation
Administration

				A1 Signs, Inc.		Daktronics, Inc.		i2 Visual, Inc.	
ITEM #	**DESCRIPTION**	**APPROX. QTY**		**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	LED display approximately 28.3’ ft wide by 15.7’ high	1	EA	$339,022.00	$339,022.00	$358,446.00	$358,446.00	$348,281.00	$348,281.00
2	LED display approximately 22’ ft wide by 12.6’ high	1	EA	$238,520.00	$238,520.00	$290,678.00	$290,678.00	$240,818.00	$240,818.00
3	Warranty – 2-year parts for 28 ft. display	1	EA	Inc.	Inc.	$1,303.00	$1,303.00	Inc.	Inc.
4	Warranty – 10 years parts for 28 ft. display	1	EA	$25,619.00	$25,619.00	$20,350.00	$20,350.00	$10,500.00	$10,500.00
5	Warranty – 2-year parts for 22 ft. display	1	EA	Inc.	Inc.	$1,303.00	$1,303.00	Inc.	Inc.
6	Warranty – 10 years parts for 22 ft. display	1	EA	$16,510.00	$16,510.00	$20,350.00	$20,350.00	$7,300.00	$7,300.00
			Total	$619,671.00		$692,430.00		$606,899.00	

				Sansi North America, LLC		United Signs, LLC	
ITEM #	**DESCRIPTION**	**APPROX. QTY**		**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	LED display approximately 28.3’ ft wide by 15.7’ high	1	EA	$529,633.00	$529,633.00	N/R	N/R
2	LED display approximately 22’ ft wide by 12.6’ high	1	EA	$401,978.00	$401,978.00	N/R	N/R
3	Warranty – 2-year parts for 28 ft. display	1	EA	Inc.	Inc.	N/R	N/R
4	Warranty – 10 years parts for 28 ft. display	1	EA	N/A	N/A	N/R	N/R

5	Warranty – 2-year parts for 22 ft. display	1	EA	Inc.	Inc.	N/R	N/R
6	Warranty – 10 years parts for 22 ft. display	1	EA	N/A	N/A	N/R	N/R
			Total	$931,611.00		N/R	

Recommended Vendor:

A1 Signs, Inc.
6334 Buford Hwy
Norcross, GA 30071
770-851-2283
jkm@a1signs.com

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, NOVEMBER 16, 2022
AGENDA CATEGORY: CONSENT AGENDA

Item:	Intergovernmental Agreement with the Lawrenceville Housing Authority for the transfer of Property in the Saddle Shoals Subdivision
Department:	City Manager
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	None
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Lawrenceville Housing Authority for the transfer of Property in the Saddle Shoals Subdivision. Authorization or the Mayor to execute the agreement upon review and approval of the City Attorney.

Attachments/Exhibits:
Intergovernmental Agreement Saddle Shoals Property

INTERGOVERNMENTAL AGREEMENT

Saddle Shoals Property

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the "City"), and the HOUSING AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA, a public AUTHORITY created and existing under the laws of the State of Georgia (the "LHA").

W I T N E S S E T H:

WHEREAS, the LHA was created pursuant to the provisions of O.C.G.A. § 8-3-1 *et. seq.*, The Housing Authorities Law of the State of Georgia, and was brought into being by a Resolution adopted by the Council of the City of Lawrenceville, duly adopted on May 8, 1950, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, the City now desires to transfer certain property to the LHA subject to certain terms and conditions, which properties will be used by the LHA for the development of affordable housing to be owned by the residents in fee simple; and

WHEREAS, said property is located within the geographic boundaries of the City of Lawrenceville, and the LHA is willing to accept the property from the City subject to the terms and conditions of this Agreement.

NOW, **THEREFORE**, for and in consideration of $10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LHA do hereby agree as follows:

1. The City will transfer to the LHA the property described on Exhibit A which is owned by the City and which is not needed for public uses. (Subject Property) Exhibit A is incorporated herein as reference.

2. The Subject Property shall be used for the construction of four single family houses to be owned in fee simple by the residents. The LHA shall be authorized to transfer the ownership of the Subject Property to non-profit organizations to facilitate the development of the houses. The City agrees to reimburse the LHA for any expenses incurred by the LHA in this transaction including but not limited to attorney's fees. Each house developed must contain at least 1500 square feet and have a two-car garage and working fireplace and chimney.

3. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the

Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.

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

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

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

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

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

9. The effective date of this Intergovernmental Agreement shall be the date it is approved and signed by the last party approving and signing the Agreement.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____ By: _____
David R. Still, Mayor

Attest_____
Karen Pierce, City Clerk

(City Seal)

THE HOUSING AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA

Date Signed:_____ By: _____

Title: _____

Attest_____

(Authority Seal)

LAWRENCEVILLE
GEORGIA

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

Item:	RZR2022-00013; Saulo Ordonez; 846 North Clayton Street
Department:	Planning and Development
Date of Meeting:	Wednesday, November 16, 2022
Presented By:	Todd Hargrave, Planning and Development Director
Planning and Development Recommendation:	**Approval with Conditions**
Planning Commission Recommendation:	**Recommendation to be provided at Work Session**

Summary: The applicant requests the rezoning of an approximately 0.55-acre property, zoned OI (Office Institutional District) to RS-150 (Single-Family Residential District) to allow the rehabilitation of an existing single-family residential dwelling unit. The subject property is located along the eastern right-of-way of North Clayton Street, just south of its intersection with the North Clayton Street Connector. The property is developed with a single-family dwelling originally constructed in 1920.

Attachments/Exhibits:

- **RZR2022-00013_REPORT**
- **RZR2022-00013_P&D RECO COND_10022022**
- **RZR2022-00013_APP_09022022**
- **RZR2022-00013_LOI_09022022**
- **RZR2022-00013_BNDY_09022022**

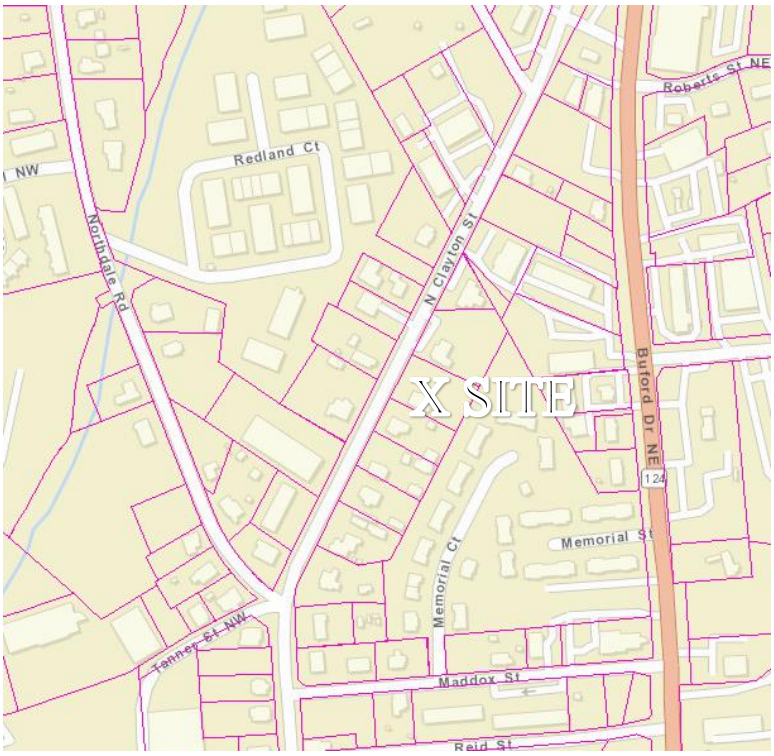
- **RZR2022-00013_SITE PLAN_09022022**
- **RZR2022-00013_LEGAL_09022022**
- **RZR2022-00013_PDZONE MAP AERIAL**
- **RZR2022-00013_PDZONE MAP AERIAL(ZOOMED)**
- **RZR2022-00013_PDZONE MAP**
- **RZR2022-00013_PDZONE MAP (ZOOMED)**

LAWRENCEVILLE

Planning & Development

CASE NUMBER:	**RZR2022-00013**
APPLICANT:	SAULO ORDONEZ
CONTACT:	SAULO ORDONEZ
PHONE NUMBER:	404.502.9012
LOCATION:	846 NORTH CLAYTON STREET
PARCEL ID:	R5145 064
ACREAGE:	0.55
ZONING PROPOSAL:	OI (OFFICE INSTITUTIONAL DISTRICT) TO RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
PROPOSED DEVELOPMENT:	SINGLE-FAMILY RESIDENTIAL DWELLING UNIT
DEPARTMENT RECOMMENDATION:	**APPROVAL**

VICINITY MAP



LAWRENCEVILLE

Planning & Development

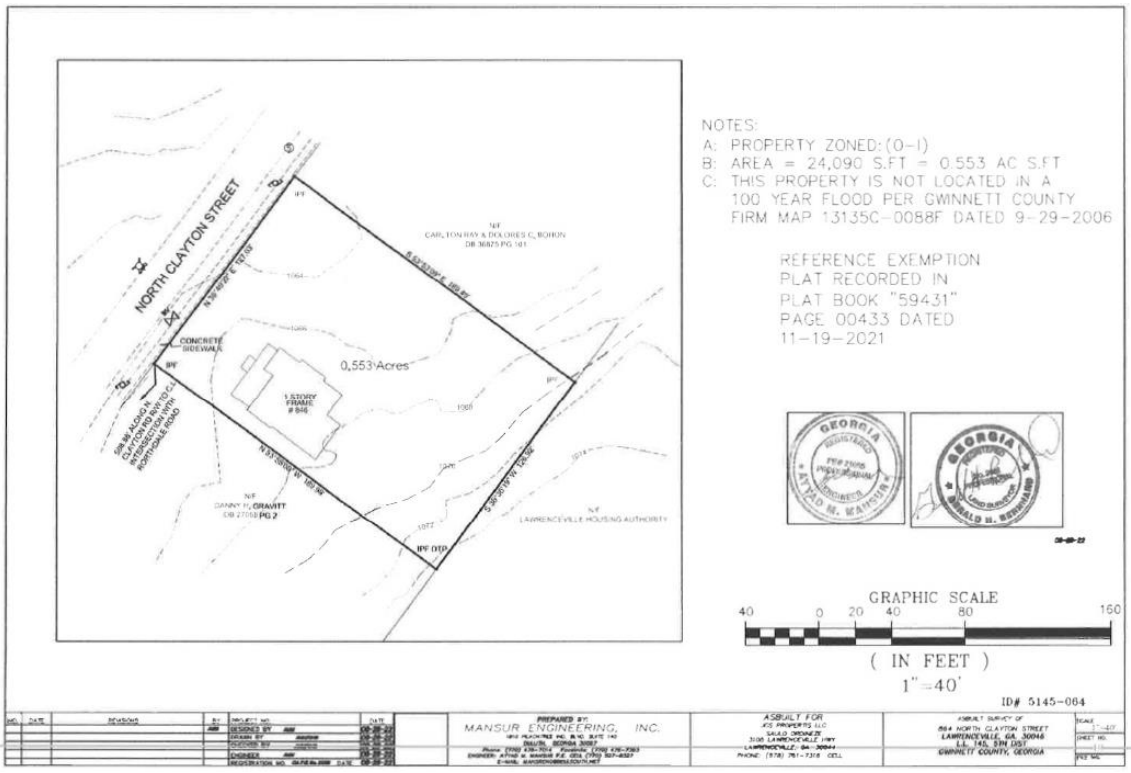
ZONING HISTORY:

In 1960, the subject property was zoned RS-120 (Single-Family Residential District). In 1986, the property was zoned RS-150, pursuant to a city-initiated area-wide rezoning. The property has been zoned OI (Office Institutional District) since 2007, pursuant to RZ-07-07.

PROJECT SUMMARY

The applicant requests the rezoning of an approximately 0.55-acre property, zoned OI (Office Institutional District) to RS-150 (Single-Family Residential District) to allow the rehabilitation of an existing single-family residential dwelling. The subject property is located along the eastern right-of-way of North Clayton Street, just south of its intersection with the North Clayton Street Connector. The property is developed with a single-family dwelling originally constructed in 1920.

LAND SURVEY



LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

The applicant is proposing to rehabilitate an existing one-story single-family dwelling, consisting of 1,694 square feet of heated floor area, five (5) bedrooms, one (1) bath, and an attic. The rehabilitation of the existing single-family dwelling does not include the construction of a required two-car garage.

The various codes, ordinances, and regulations of the City of Lawrenceville require a Front Yard Setback of thirty-five (35) feet; a Side Yard Setback of ten (10) feet; a Rear Yard Setback of forty (40) feet; a Minimum Heated Floor Area of 2,000 square feet for a one-story single-family dwelling; the installation of a five (5) foot concrete sidewalk; one access point per dwelling unit, and a two-car garage. Although not shown on the submitted site plan, access to the site could be extended via an existing curb cut along the eastern right-of-way of North Clayton Street at, or near the northwest portion of the property. In addition, the site consists of an existing five (5) foot concrete sidewalk along the right-of-way of North Clayton Street. Both should be maintained and utilized to the benefit of the applicant.

VARIANCE REQUEST

Article 1 Districts, Section 102.3, B. Lot Development Standards

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Lot Area	*15,000 sq. ft.*	*23,958 sq. ft.*	*NA*
Minimum Lot Width	*85 feet*	*127.03 feet*	*NA*
Minimum Front Yard Setback	*35 feet*	*35 feet*	*NA*
Minimum Rear Yard Setback	*40 feet*	*40 feet*	*NA*
Minimum Side Yard Setback	*10 feet*	*7.3 feet**	*Approval*
Minimum Heated Floor Area	*2,000 sq. ft. (1 story) 2,400 sq. ft. (2 stories)*	*1,694 sq. ft (1 story)*	*NA*

LAWRENCEVILLE

Planning & Development

Accessory Structure Side Yard Setback	*5 feet*	*5 feet*	*NA*

*Allows the encroachment into the required Side Yard Setback along the southern property line two and seven-tenths (2.7) feet.

Article 5 Parking and Loading, Section 501, A.5., which reads as follows:

"In a residential district, the parking of any motor vehicle except on a hard-surfaced driveway or in carport or garage is prohibited."

Standard	***Requirement***	***Proposal***	***Recommendation***
Vehicle Parking Area	*Approved Hard-Surface*	*Application does not include proposal*	*Denial*

Article 5 Parking and Loading, Section 508, Table 5-3: Number of Off-Street Parking Spaces Required which reads as follows:

Standard	***Requirement***	***Proposal***	***Recommendation***
Dwelling	*Two car garage required*	*Application does not include proposal*	*Denial*

Article 6 Architectural and Design Standards, Section 601, A.1. Exterior Wall Design, a., b., and c. which reads as follows:

a. *The front facade of a single-family residence shall be constructed of brick, and/or stone. Up to one-tenth accents of the front façade may be of a fiber cement or stucco product.*

b. *The sides and rear façade of a single-family residence shall be, at a minimum, one-third brick, or stone. The balance shall be fiber cement or stucco. If the elevation faces a designated Right-of-way, the elevation shall be primarily brick, or stone.*

e. *Each lot on which a single-family residence is constructed shall have a two (2) car garage as a minimum requirement. Garages may not be converted into heated*

interior space without being replaced with another garage within the building of the property subject to the terms of this Ordinance.

Standard	***Requirement***	***Proposal***	***Recommendation***
Exterior Architectural Treatments	*One-tenth of front façade may consist of fiber-cement or stucco product*	*Eight-tenths of front façade consisting of fiber-cement or wood siding*	*Approval*
Exterior Architectural Treatments	*Side and rear elevations shall consist of one-third brick or stone.*	*Side and rear elevations consisting of eight (80) percent fiber-cement or wood siding.*	*Approval*
Exterior Architectural Treatments	*Two-car garage required*	*Application does not include proposal*	*Denial*

In conclusion, taking into consideration the year of construction (1920) of the existing structure, and the various changes to policy to maintain compatibility with existing architectural styles staff could support a request for variances allowing an encroachment into the required Side Yard Setback, minimum heated floor area and exterior architectural regulations.

LAWRENCEVILLE

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SITE PLAN

SURROUNDING ZONING AND USE

The surrounding area is characterized by a mix of commercial, multifamily residential, office institutional, and single-family residential uses. Immediately adjacent to the north is a commercial/retail use zoned BG (General Business District). To the east is a multifamily residential development zoned RM (Multifamily Residential District) managed by the Lawrenceville Housing Authority. To the south, are single-family residential uses zoned RS-150. To the west, across North Clayton Street are single-family residential uses zoned RS-150, commercial/retail uses zoned BG, and office and institutional use zoned OI. Further to the west, is the newly established College Corridor designed to provide a direct connection from the Georgia Gwinnett College (GGC) to the Downtown Entertainment District. The proposed request to rezone the property to RS-150 could be consistent with the established development and zoning pattern along North Clayton Street.

LAWRENCEVILLE

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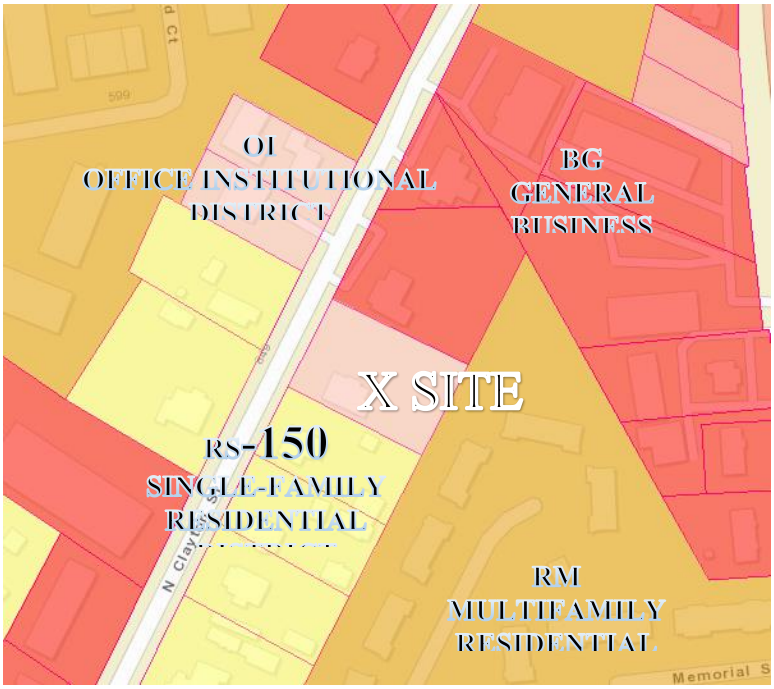
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the College Corridor Character Area. The intent of the Character Area is a unique place in the community, connecting two of the city's strongest anchors: Downtown and GCC. The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher-density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. As proposed, the requested rezoning would be consistent with the policies of the 2040 Comprehensive Plan.

LAWRENCEVILLE

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LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP

STAFF RECOMMENDATION

In conclusion, the proposed zoning request may be consistent with the established development and zoning pattern in the immediate area. In addition, policies relating to long-range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well-maintained and includes homes with a variety of forms and price points. Furthermore, the various ordinance, plans, and regulations of the City of Lawrenceville are intended to enhance the city's historic quality by ensuring rehabbed buildings are compatible with the character of surrounding buildings and encourage positive redevelopment by benefiting from the "halo effect" of high-quality development already happening nearby. Given the aforementioned factors, the Planning and Development Department recommends the **APPROVAL** of the request.

LAWRENCEVILLE

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

BUILDING INSPECTIONS

The rehabilitation of the existing structure or any new construction shall be subject to the applicable rules and regulations of the City of Lawrenceville Building and Building Regulations, International Residential Code (IRC), International Existing Building Code (IEBC), and International Property Maintenance Code (IPMC).

CODE ENFORCEMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

ELECTRIC DEPARTMENT

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

ENGINEERING DEPARTMENT

No comment

GAS DEPARTMENT

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

STREET AND SANITATION DEPARTMENT

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

LAWRENCEVILLE

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

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

   As proposed the plan could be suitable given the existing use and development in the immediate area.

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

   The area along the eastern right-of-way of North Clayton Street 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 for the City to flourish.

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

   The property has a reasonable economic use as currently zoned.

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

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

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

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

LAWRENCEVILLE

Planning & Development

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

The request represents an opportunity to maintain consistency with the intent of the 2040 Comprehensive Plan, City's Livable Centers Initiative (LCI) Plan, and the beginning of a long overdue zoning cleanup in this area.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_100222022

RZR2022-00013

Approval of an RS-150 (Single-Family Residential District), subject to the following enumerated conditions:

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

A. Single-family detached dwelling units, accessory uses, and structures.

B. The minimum heated floor area per dwelling unit shall be 1,694 square feet for a one-story dwelling.

C. The façade, rear, and side elevations of the single-family detached residential unit shall be designed and constructed consisting 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. The 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 single-family detached dwelling unit shall consist of a two (2) car garage with a driveway constructed of an approved hard surface. The garage shall be located in a Rear Yard Area only and shall be obstructed from the view of the adjacent public right-of-way. Access to the subject property shall be extended via an existing curb cut along the eastern right-of-way of North Clayton Street at or near the northwest portion of the property. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.

F. The single-family detached dwelling unit shall be a maximum height of thirty-five (35) feet in height, as measured from the lowest elevation of the finished floor. 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. Rehabilitation of the existing Single-Family dwelling shall be subject to the

review and approval of the Director of Planning and Development;

B. Maintain or provide a five (5) foot concrete sidewalk adjacent to the right-North Clayton Street right-of-way.

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.

3. The following variance is granted:

A. Variance to allow the rehabilitation of the existing structure, subject to the following:

i. A variance from the Zoning Ordinance, Article 1, Section 102.3, Subsection B. Lot Development Standards, Minimum Side Yard Setback, allows the encroachment into the required Side Yard Setback along the southern property line a distance of two and seven-tenths (2.7) feet.

ii. A variance from the Zoning Ordinance, Article 1, Section 102.3, Subsection B. Lot Development Standards, Minimum Heated Floor Area, allows the reduction of the Minimum Heated Floor Area to 1,694 square feet

iii. A variance from the Zoning Ordinance, Article 6, Section 601 Residential Minimum Architectural and Design Standards, A. Single-Family Residential, 1. Exterior Wall Design and 2. Roof and Chimney Design allows the use of existing materials (e.g., brick, wood siding

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Saulo Ordonez	NAME: Saulo Ordonez
ADDRESS: 3475 Sandhill CT	ADDRESS: 3475 Sandhill CT
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30044

CONTACT PERSON: Juan Gomez PHONE: 404.502.9012

* 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): OI office/Institutional REQUESTED ZONING DISTRICT: RS150 Single-Family Residence

PARCEL NUMBER(S): R5145 064 ACREAGE: 0.5500

ADDRESS OF PROPERTY: 846 North Clayton ST

8-31-2022 8-31-2022

SIGNATURE OF APPLICANT DATE SIGNATURE OF OWNER DATE

Saulo Ordonez Saulo Ordonez

TYPED OR PRINTED NAME TYPED OR PRINTED NAME

NOTARY PUBLIC DATE 8-31-22 NOTARY PUBLIC 8-31-22

CALVIN D WILLIAMSON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 16, 2022

R2022-00013_APP_09022022

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Saulo Ordonez	NAME: Ada J. Ordonez
ADDRESS: 3475 Sandhill CT	ADDRESS: 3475 Sandhill CT
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30044

CONTACT PERSON: Juan Gomez PHONE: 404.502.9012

* 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): OI office/Institutional REQUESTED ZONING DISTRICT: RS150 Single-Family Residence

PARCEL NUMBER(S): R5145 064 ACREAGE: 0.5500

ADDRESS OF PROPERTY: 846 North Clayton ST

8-30-2022
SIGNATURE OF APPLICANT DATE

8-30-22
SIGNATURE OF OWNER DATE

Saulo Ordonez
TYPED OR PRINTED NAME

Ada J. Ordonez
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

NOTARY PUBLIC DATE

DOMINO M SAPP NOTARY PUBLIC GWINNETT COUNTY GEORGIA MY COMMISSION EXPIRES OCTOBER 22, 2022

DOMINO M SAPP NOTARY PUBLIC GWINNETT COUNTY GEORGIA MY COMMISSION EXPIRES OCTOBER 22, 2022

R2022-000133_APP_09022022

LAWRENCEVILLE
GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: (Map Reference Number) 5 (District) - 145 (Land Lot) - 5145 064 (Parcel)

Signature of Applicant — Date: 8/30/2022

Saulo Ordenez
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)

Vickie Schoby — NAME

TSA II — TITLE

8/30/2022 — DATE

There are no delinquent taxes for 2021 Property taxes dues.

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? ___No_____ Y/N

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of $250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville?___No_____ Y/N

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

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

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

DESIGN CONSULTANTS
CREATING IN MOTION

G + Design Consultants Inc.
195 West Pike Street, Suite 201 – Lawrenceville, GA 30046
Gomezarch2@gmail.com | gplusdesignconsultants@gmail.com
404.502.9012

8/30/2022

Lawrenceville Planning Commission
70 S Clayton Street, PO Box 2200
Lawrenceville, GA 30046

Re: Letter of Intent – Application for Rezoning - 846 N Clayton Street

To Whom it May Concern:

G + Design Consultants on behalf of Saulo and Ada Ordonez requests a Rezoning of approximately 0.55 acres of land located at 846 N Clayton Street, Lawrenceville GA 30046 (Parcel ID# R5145 064) from OI office/institutional to RS150 Single-Family Residence to modify the conditions of the Zoning Ordinance adopted by the City of Lawrenceville in 2020 in order to allow the continued use of the existing non-conforming single-family structure which currently sits on this parcel.

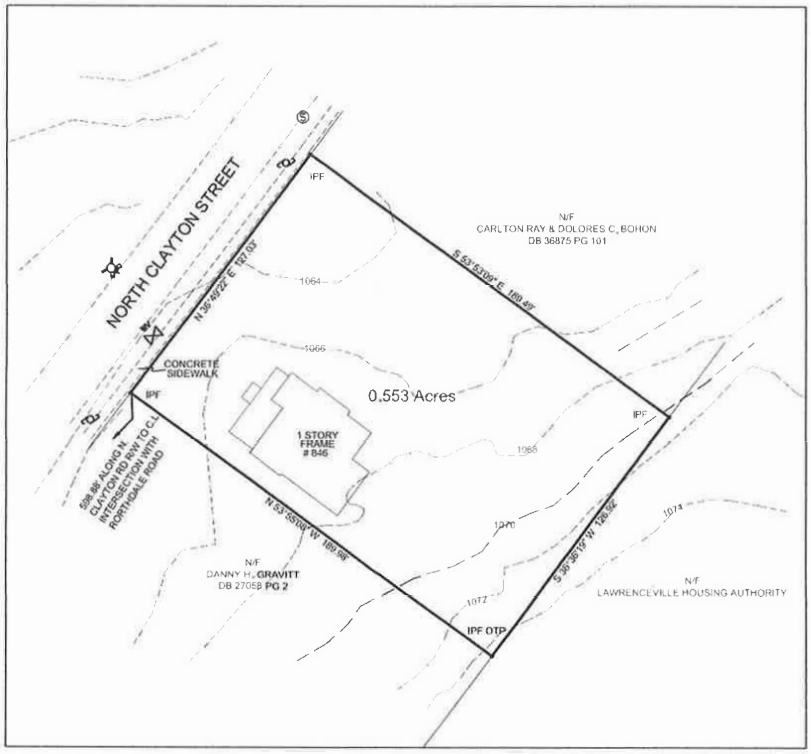
The proposed request as shown on the attached site plan has an existing 1-story structure which has long been used primarily as a single-family residence in accordance with the attached Tax Assessor's Office property detail. Additionally, 50% of the immediate adjacent properties are zoned RS150, 25% is zoned RM-12 and the other 25% is zoned OI office/Institutional.

The proposed request is compatible with existing land-uses and zoning classifications of the surrounding area, and more importantly, is in line with the intended use by the Ordonez family who may face a tremendous financial hardship should this request not be approved.

The applicant welcomes the opportunity to meet with staff of the Planning Commission to answer any questions or to address any concerns relating to the matters set forth in this letter or in the application filed herewith. The applicant respectfully requests your approval of the application.

Respectfully submitted this 1st day of September, 2022.

Juan Gomez



NOTES:
A: PROPERTY ZONED: (O-I)
B: AREA = 24,090 S.FT = 0.553 AC S.FT
C: THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PER GWINNETT COUNTY FIRM MAP 13135C-0088F DATED 9-29-2006

REFERENCE EXEMPTION PLAT RECORDED IN PLAT BOOK "59431" PAGE 00433 DATED 11-19-2021

GEORGIA REGISTERED PE# 21055 PROFESSIONAL ENGINEER AYYAD M. MANSUR

GEORGIA REGISTERED LAND SURVEYOR DONALD N. BENNETT

09-09-22

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1"=40'

ID# 5145-064

NO.	DATE	REVISIONS	BY
			AMM

PROJECT NO.
DESIGNED BY AMM 09-09-22
DRAWN BY 09-09-22
CHECKED BY 09-09-22
ENGINEER AMM 09-09-22
REGISTRATION NO. GA PE No. 21055 DATE 09-09-22

PREPARED BY:
MANSUR ENGINEERING, INC.
1810 PEACHTREE IND. BLVD. SUITE 140
DULUTH, GEORGIA 30097
Phone: (770) 476-7014 Facsimile: (770) 476-7383
ENGINEER: AYYAD M. MANSUR P.E. CELL (770) 527-8327
E-MAIL: MANSRENGR@BELLSOUTH.NET

ASBUILT FOR
SAULO ORDONEZ
3106 LAWRENCEVILLE HWY
LAWRENCEVILLE, GA. 30044
PHONE: (678) 761-7318 CELL

ASBUILT SURVEY OF
864 NORTH CLAYTON STREET
LAWRENCEVILLE, GA. 30046
L.L. 145, 5TH DIST
GWINNETT COUNTY, GEORGIA

SCALE 1"=40'
SHEET NO. 1/1

R2022-00013_BNDY_09022022

846 N CLAYTON STREET
LAWRENCEVILLE, 30046

ZONING MAP

ZONING LEGEND

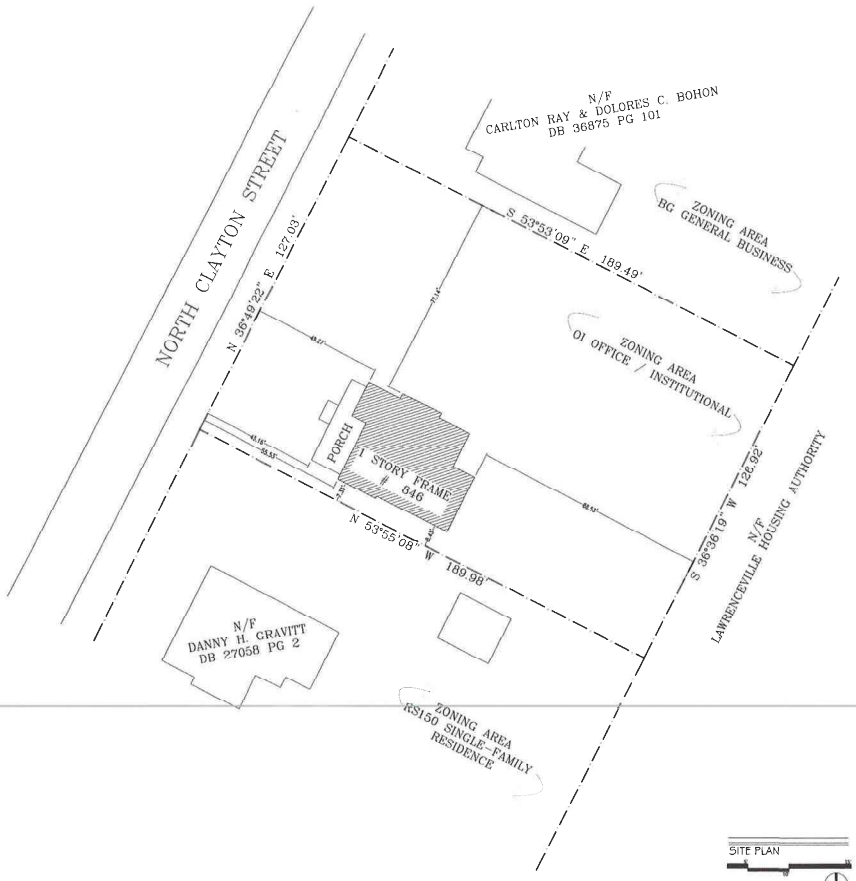
Legend

Zoning Districts

AR Agricultural Residential	RM-24 Multifamily Residential
BN Neighborhood Business	RM-12 Multifamily Residential
BG General Business	RM-8 Townhouse Residential
BGC Central General Business	RM-4-C Fee Simple Condominium Residence
HSB Highway Service Business	MH Manufactured Home Residential
LM Light Manufacturing	RM-M Modified Residential
HM Heavy Manufacturing	RM/HR Residential Multiple Family Highrise
OI Office/Institutional	RS180 Single-Family Residence 18,000 SQ FT
ON Office-Neighborhood	RS150 Single-Family Residence 15,000 SQ FT
CMU Community Mixed Use	RS99 Single-Family Residence 7,500 SQ FT

This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted the date of May 20, 2020 as part of the Lawrenceville Zoning Ordinance.

SITE PLAN



DESIGN CONSULTANTS
G + DESIGN CONSULTANTS
JUAN GOMEZ - DESIGNER
195 WEST PIKE STREET, SUITE 201
LAWRENCEVILLE, GA 30046
gplusdesignconsultants@gmail.com

PROFESSIONAL ENGINEER:
JEFF TARBUTTON
1012 BILLY MCGEE RD.
LAWRENCEVILLE, GA 30045

REVISIONS | DATE | BY

DRAWING TITLE:
SITE PLAN & NOTES

PROJECT:
846 N. CLAYTON STREET
REZONING APPLICATION

PROJECT ADRESS:
846 N. CLAYTON STREET
LAWRENCEVILLE, GA 30046

GEORGIA REGISTERED PROFESSIONAL ENGINEER JEFFREY A. TARBUTTON

DWG No.: RZ-001

R2022-00013_SITE PLN_09022022

DEED B: 59431 P: 00433
11/19/2021 03:00 PM Pgs: 2 Fees: $25.00
TTax: $181.00
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0872021041270
ERECORDED
eFile Participant IDs: 8646450635,7067927936

Record and Return to:
Lueder, Larkin & Hunter, LLC
2700 N. Berkeley Lake Road, Suite 220
Duluth, GA 30096
File No.: GA-DL-21-0922-CAS

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT
APN/Parcel ID: R5145 064

THIS INDENTURE, made this 19th day of November, 2021, between

United Acquisitions LLC

as party or parties of the first part, hereinafter called Grantor, and

Saulo Ordonez and Ada J. Ordonez
As Joint Tenants with Rights of Survivorship and Not as Tenants in Common

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H: That Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA, CITY OF LAWRENCEVILLE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED BY A NAIL FOUND ON THE SOUTHEASTERLY RIGHT-OF-WAY OF NORTH CLAYTON STREET (APPARENT RIGHT-OF-WAY VARIES), SAID POINT BEING 598.88 FEET NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FROM A PK NAIL SET AT THE INTERSECTION OF THE CENTERLINES OF NORTHDALE ROAD AND NORTH CLAYTON STREET, RUN THENCE ALONG SAID RIGHT-OF-WAY NORTH 36 DEGREES 48 MINUTES 24 SECONDS EAST 127.00 FEET TO A POINT MARKED BY A NAIL FOUND; DEPARTING FROM SAID RIGHT-OF-WAY RUN THENCE SOUTH 53 DEGREES 53 MINUTES 23 SECONDS EAST 189.53 FEET TO A POINT, RUN THENCE SOUTH 36 DEGREES 36

R2022-00013_LEGAL_09022022

MINUTES 36 SECONDS WEST 126.93 FEET TO A POINT MARKED BY AN AXLE; RUN THENCE NORTH 53 DEGREES 54 MINUTES 34 SECONDS WEST 189.97 FEET TO A POINT MARKED BY A NAIL FOUND, SAID POINT BEING THE POINT OF BEGINNING. PROPERTY BEING MORE COMMONLY KNOWN AS 846 NORTH CLAYTON STREET, LAWRENCEVILLE, GA 30046.

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property against the claims of all persons owning, holding, or claiming by, through and under the said Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:
[Notary Seal]

Laura Isabel Toro
Notary Public
- Expires -
Sept. 7, 2025
Georgia
DeKalb County

GRANTOR:

United Acquisitions LLC

By: _____ (SEAL)
Tyler Williams, Member

R2022-00013_LEGAL_09022022

LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00013

Applicant: Saulo Ordonez

Subject Property
Parcels
City Maintained Streets

N
W E
S

0 125 250

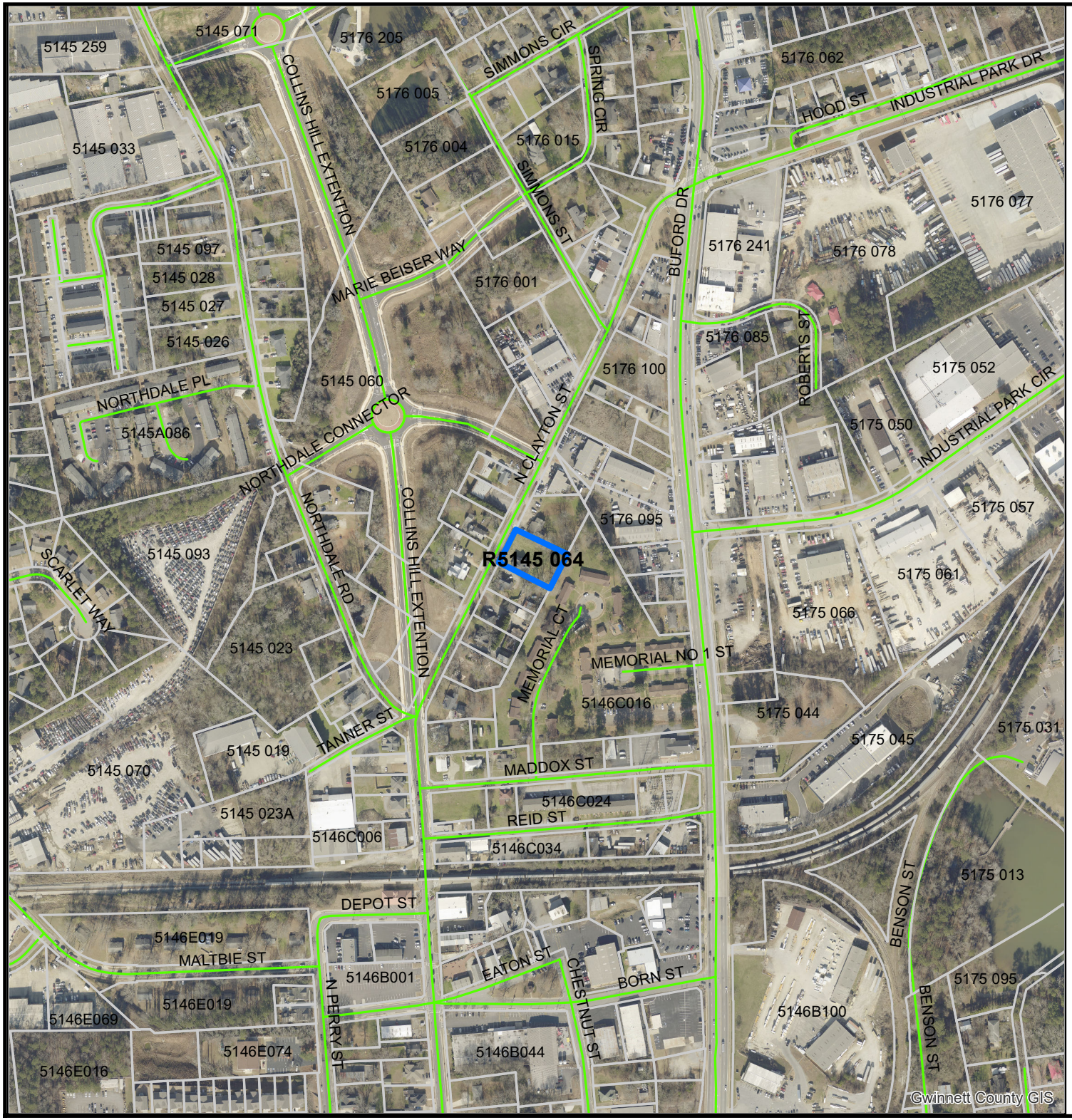
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00013

Applicant: Saulo Ordonez



Subject Property

Parcels

City Maintained Streets

N
W E
S

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Page 64

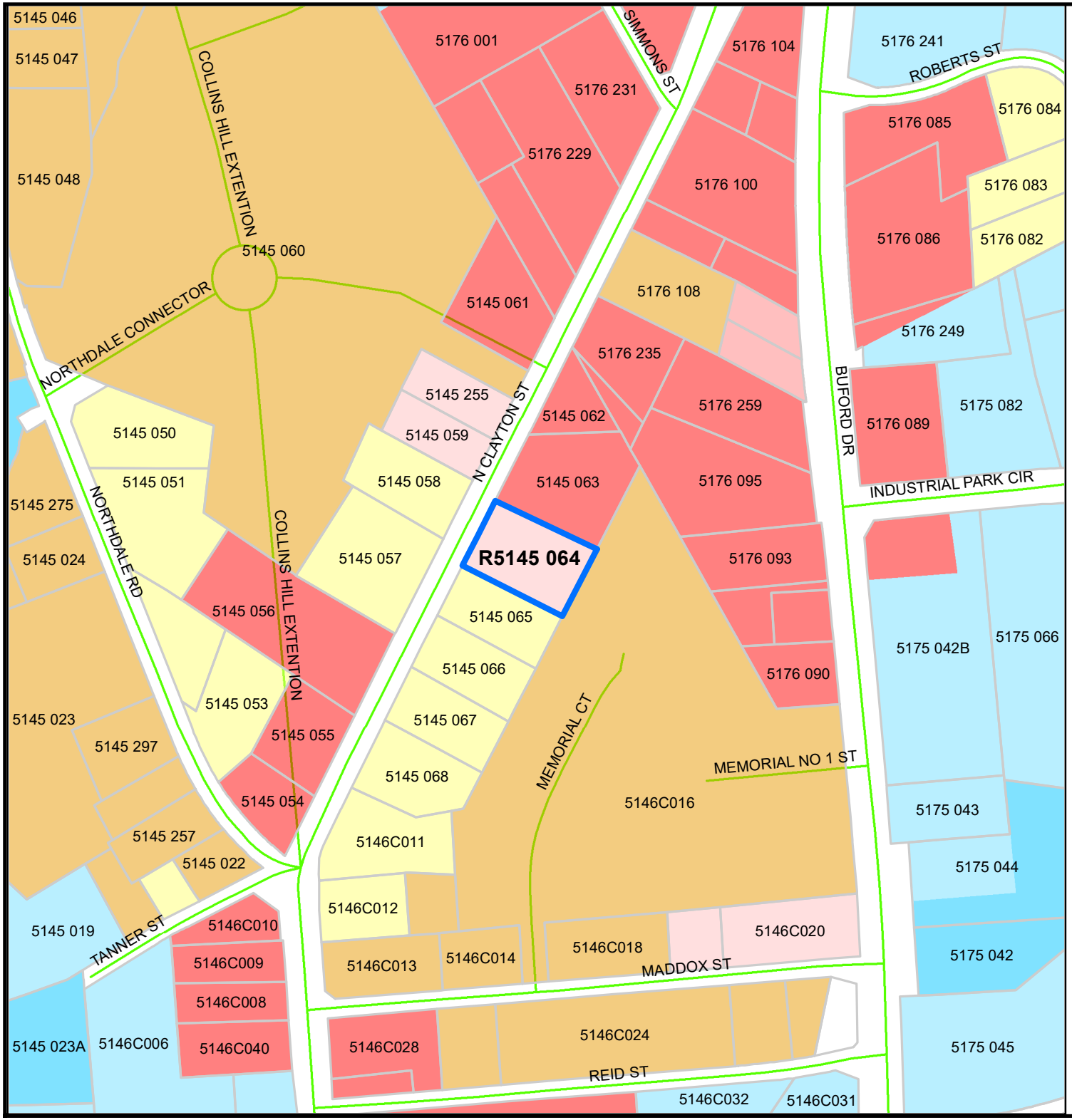
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00013

Applicant: Saulo Ordonez



Subject Property
Parcels
City Maintained Streets

Zoning Districts

- RS-150 Single-Family Residential
- RM-12 Multifamily Residential
- OI Office/Institutional
- LM Light Manufacturing
- HM Heavy Manufacturing
- BGC Central General Business
- BG General Business

N
W E
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0 125 250

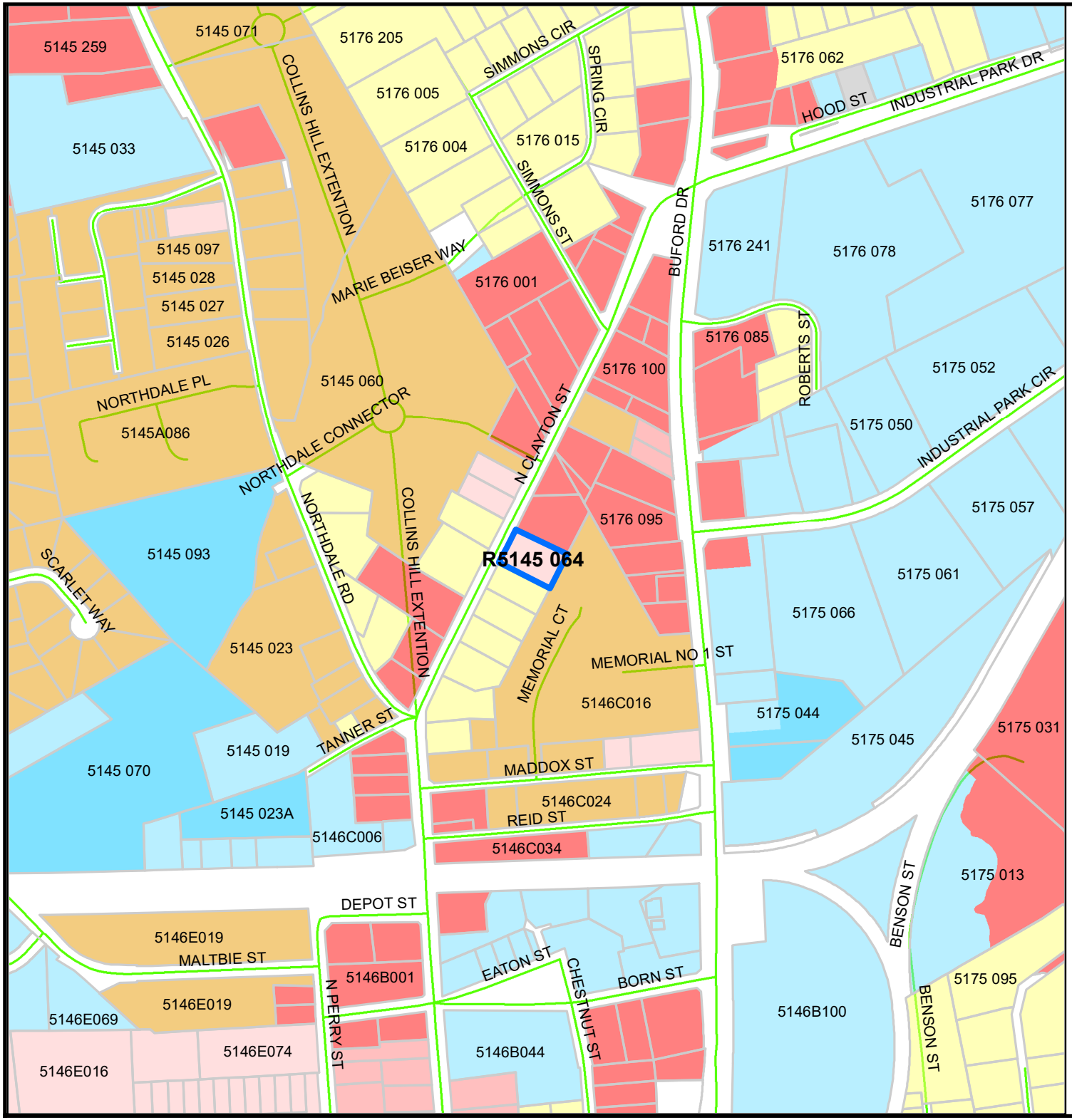
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00013

Applicant: Saulo Ordonez



- Subject Property
- Parcels
- City Maintained Streets

Zoning Districts

- RS-150 Single-Family Residential
- RM-12 Multifamily Residential
- ON Office/Neighborhood
- OI Office/Institutional
- LM Light Manufacturing
- HM Heavy Manufacturing
- BGC Central General Business
- BG General Business

N W E S

0 250 500 FT

LAWRENCEVILLE
GEORGIA

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

Item:	RZR2022-00014; City of Lawrenceville; 190 Oak Street
Department:	Planning and Development
Date of Meeting:	Wednesday, November 16, 2022
Presented By:	Todd Hargrave, Planning and Development Department Director
Planning and Development Recommendation:	**Approval with Conditions**
Planning Commission Recommendation:	**To be provided at Work Session Meeting**

Summary: The applicant requested the rezoning of a 0.24-acre parcel from BGC (Central General Business District) to RS-60 (Single-Family Residential District). The subject property is located at the northeast intersection of Oak Street and North Perry Street. The property is developed with an existing single-family dwelling.

Attachments/Exhibits:

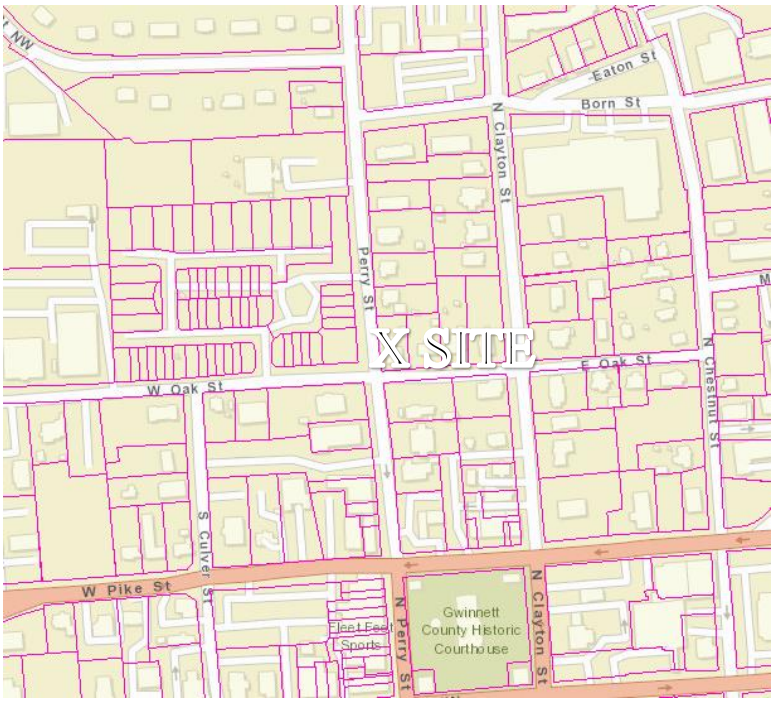
- **RZR2022-00014_Report_10022022**
- **RZR2022-00014_P&D RECO COND_10022022**
- **RZR2022-00014_APP_09022022**
- **RZR2022-00014_LND SRVY_10102022**
- **RZR2022-00014_LEGAL_10022022**
- **RZR2022-00014_MAP AERIAL (ZOOMED)**
- **RZR2022-00014_MAP AERIAL**
- **RZR2022-00014_MAP ZONING (ZOOMED)**
- **RZR2022-00014_MAP ZONING**

LAWRENCEVILLE

Planning & Development

CASE NUMBER:	**RZR2022-00014**
APPLICANT:	CITY OF LAWRENCEVILLE
CONTACT:	TODD HARGRAVE
PHONE NUMBER:	678.407.6583
LOCATION:	190 OAK STREET
PARCEL ID:	5146B012
ACREAGE:	0.24 ACRES
ZONING PROPOSAL:	BGC (CENTRAL GENERAL BUSINESS DISTRICT) TO RS-60 (SINGLE-FAMILY RESIDENCE DISTRICT)
PROPOSED DEVELOPMENT:	SINGLE-FAMILY RESIDENTIAL DWELLING
DEPARTMENT RECOMMENDATION:	**APPROVAL WITH CONDITIONS**

VICINITY MAP



LAWRENCEVILLE

Planning & Development

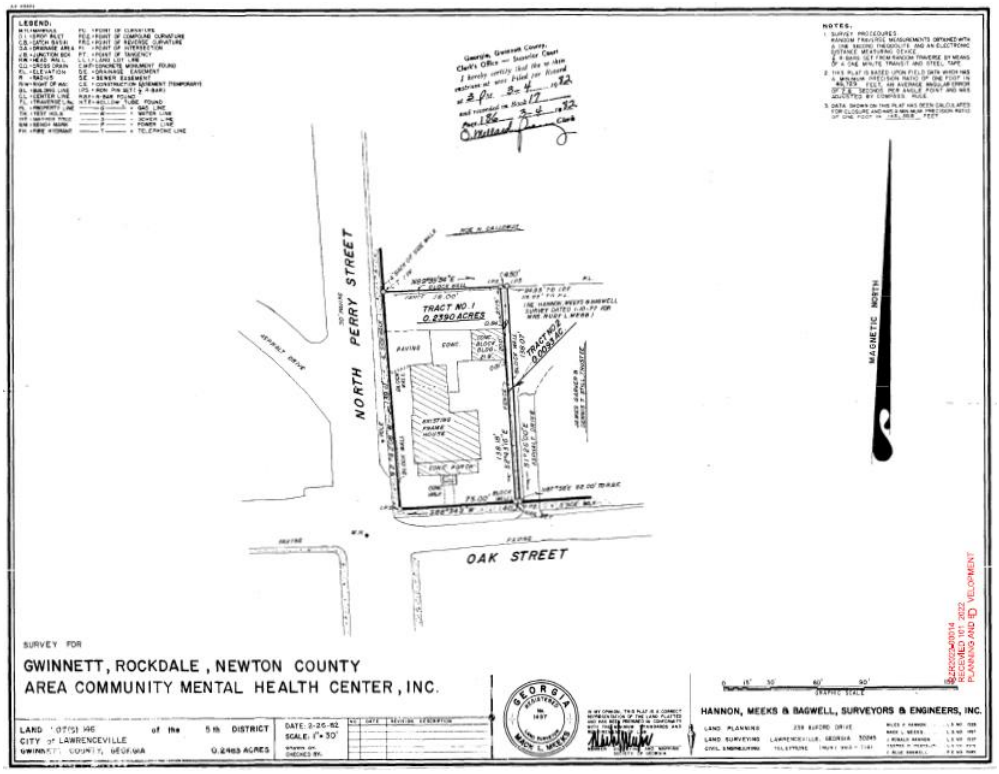
ZONING HISTORY:

The subject property has been zoned BGC (Central General Business District) since 1985.

PROJECT SUMMARY

The applicant requested the rezoning of a 0.24-acre parcel from BGC (Central General Business District) to RS-60 (Single-Family Residential District). The subject property is located at the northeast intersection of Oak Street and North Perry Street. The property is developed with an existing non-conforming single-family dwelling. Access is provided via an existing curb cut extending from the South Perry Street right-of-way.

LAND SURVEY



LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

The property consists of an existing non-conforming 2,714 square-foot one-story single-family dwelling, porch, and accessory structure. The existing structure was originally constructed in 1929, with the addition of the existing accessory structure in 1955, and the installation of an approved hard surface (asphalt driveway) in 1980. As described the existing conditions will require variances relating to Lot Development Standards regulating Minimum Development Area, Minimum Lot Area, Minimum Front Yard Area Setbacks, and Minimum Accessory Structure Side Yard Setbacks. In addition, variances will be required relating to Use Standards, and Supplemental and Accessory Use Standards allow a Live/Work Unit as an accessory use.

VARIANCE REQUEST

Article 1 Districts, Section 102.4, B. Lot Development Standards

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Development Area	*10 acres*	*0.24 acres*	*Approval*
Minimum Lot Area	*7,500 sq. ft.*	*10,454 sq. ft.*	*Approval*
Minimum Lot Width	*60 feet*	*75 feet*	*NA*
Minimum Front Yard Setback	*35 feet*	*15 feet (Oak Street)*	*Approval*
Minimum Front Yard Setback	*35 feet*	*10 feet (North Perry Street)*	*Approval*
Minimum Rear Yard Setback	*20 feet*	*20 feet*	*NA*
Minimum Side Yard Setback	*5 feet*	*5 feet*	*Approval*
Minimum Heated Floor Area	*1,800 sq. ft. (1 story) 2,000 sq. ft. (2 stories)*	*2,714 sq. ft (1 story)*	*NA*
Accessory Structure Side Yard Setback	*5 feet*	*4 feet*	*Approval*

LAWRENCEVILLE

Planning & Development

Article 1 Districts, Section 103.2, Use Table

Permitted Use	*SAR*[*]	*Requirement*	*Proposal*	*Recommendation*
Live/Work	√	*CMU and BGC*	*RS-60*	*Approval*

[*]**SAR-** Supplemental or Accessory Regulations √

Article 2 Supplemental And Accessory Use Standards, Supplemental Use Standards, Section 200.3.1 Live Work, Which Reads As Follows:

A. Only allowed in the BGC and CMU District. Commercial business of professional office may be operated in the basement or first floor/story of the structure (excluding any required garage).

B. The business or office may not exceed 50 percent (50%) of the floor area of the dwelling unit.

C. Businesses operated in such space shall not be considered Home Occupations, and need not be operated by the resident of the dwelling.

According to the City of Lawrenceville Building and Building Regulation and International Building Code (IBC), Live/Work Units shall comply with the various rules and regulations which include Limitations, Occupancies, Means of egress, Vertical openings, Fire Protection, Structural, Accessibility, Ventilation, and Plumbing facilities. Based on the minimum of local and international building codes it appears the requirements regulating Live/Work Units are more stringent than those found in the Zoning Ordinance, Article 2 Supplemental and Accessory Use Standards.

In conclusion, the required variances, if approved, would maintain consistency with surrounding residential uses and zoning, and satisfy the intent of the RS-60 zoning classification applying to Lot Development Standards, Building and Building Regulations, and the International Building Code.

LAWRENCEVILLE

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SURROUNDING ZONING AND USE

The surrounding area consists of a variety of commercial and residential uses. To the north, east and west are properties zoned BGC used for residential purposes; which include the City Council-approved (SU-17-03) City View single-family subdivision consisting of single-family dwellings and a small commercial/retail facility occupied by the Southern Arts Performing Academy. To the south, are properties surrounding the Courthouse Square consisting primarily of commercial/retail uses on properties zoned BGC. The rezoning request could be compatible with the established zoning pattern in the immediate area, and more importantly, consistent with the intent of the long-range plans for the Downtown area.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP

LAWRENCEVILLE

Planning & Development

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.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP

STAFF RECOMMENDATION

The proposed request could become another example of the city's efforts to expand the "halo effect" throughout the city limits. Therefore, the Planning and Development recommend **APPROVAL WITH CONDITIONS** of the requests.

LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

BUILDING INSPECTIONS

The rehabilitation of the existing structure or any new construction shall be subject to the applicable rules and regulations of the City of Lawrenceville Building and Building Regulations, International Residential Code (IRC), International Existing Building Code (IEBC), and International Property Maintenance Code (IPMC).

CODE ENFORCEMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

ELECTRIC DEPARTMENT

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

ENGINEERING DEPARTMENT

No comment

GAS DEPARTMENT

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

STREET AND SANITATION DEPARTMENT

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

LAWRENCEVILLE

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 the adjacent and nearby property.**
   A request to zone property for single-family residential uses could be suitable given the uses and zoning of adjacent and nearby property

2. **Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**
   The existing use and zoning of adjacent or nearby properties would not be adversely impacted by the zoning proposal. As proposed, the request is consistent with the policies of the City of 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 that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.**
   Impacts on public facilities would be anticipated in the form of traffic, utility demand, stormwater runoff, and schools; however, these impacts would be mitigated with appropriate conditions of zoning, and compliance with the requirements regulating building, planning, and development.

5. **Whether the zoning proposal conforms with the policy and intent of the Comprehensive Plan.**
   Policies of the City are intended to recognize opportunities present throughout the city limits. The Downtown Character Areas could benefit from the "halo effect" of high-quality development already happening nearby.

6. **Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.**
   The request represents an opportunity to maintain consistency with the intent of the 2040 Comprehensive Plan and updated City's Livable Centers Initiative (LCI) Plan.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_10022022

RZR2022-00014

Approval of an 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 detached dwelling unit, Live/Work Unit, 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. The new construction of a 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 new construction of a single-family detached dwelling unit shall consist of a driveway constructed of an approved hard surface. The garage shall be located in a Rear Yard Area only. Access to the subject property shall be extended via an existing curb cut along the eastern right-of-way of North Perry Street at or near the northwest portion of the property as shown on the survey prepared for *"Gwinnett, Rockdale, Newton County Area Community Mental Health Center, Inc."* prepared by *"Hannon, Meeks & Bagwell, Surveyors & Engineers, Inc."* dated February 26, 1982. The final design shall be subject to the review and approval of the Director of the Planning and Development Department.

F. The new construction of a single-family detached dwelling unit shall be a maximum height of thirty-five (35) feet in height, as measured from the lowest elevation of the finished floor. 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. Rehabilitation of the existing Single-Family dwelling shall be subject to the minimum requirement of the *City of Lawrenceville Building and Building Regulations, International Residential Code (IRC), and International Existing Building Code (IEBC).* The final design shall be subject to the review and approval of the Director of Planning and Development.

B. 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.

C. Maintain or provide a five (5) foot concrete sidewalk adjacent to the North Perry Street and Oak Street right-of-way(s).

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

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

3. The following variances are granted:

A. Variances to allow the rehabilitation of the existing structure or new construction, 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 ninety-eight (98) percent reduction of the Minimum Development Size Requirement from ten (10) acres to twenty-four (0.24) tenths of an acre.

ii. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Front Yard Setback, allows the fifty-seven (57) percent reduction of the Minimum Front Yard Setback from thirty-five (35) feet to fifteen (15) feet along the southern property line or Oak Street right-of-way.

iii. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Front Yard Setback, allows the seventy-one (71) percent reduction of the Minimum Front Yard Setback from a thirty-five (35) feet to a ten (10) feet along the western property line or North Perry Street right-of-way.

iv. A variance from the Zoning Ordinance, Article 1, Section 102.4, Subsection B. Lot Development Standards, Minimum Accessory Structure Side Yard Setback, allows the one (1) foot encroachment of the existing concrete block building into the required Minimum Accessory Structure Side Yard Setback along the eastern property line as shown on the survey prepared for *"Gwinnett, Rockdale, Newton County Area Community Mental Health Center, Inc."* prepared by *"Hannon, Meeks & Bagwell, Surveyors & Engineers, Inc."* dated February 26, 1982.

v. A variance from the Zoning Ordinance, Article 1, Section 103.2, Use Table and related supplemental regulations of Article 2, Section 200.3 Supplemental Use Standards Subsection 200.3.47 Live/Work allows a Live/Work Unit as an Accessory Use at the subject property. The final design shall be subject to the review and approval of the Director of Planning and Development.

PUBLIC HEARING APPLICATION

City of Lawrenceville

Planning and Development Department

70 S. Clayton Street

Lawrenceville, Georgia 30046

678.407.6583

Rezoning	**Special Use Permit**	**Board of Appeals**
Architectural Review Board	**Change in Conditions**	**Buffer Reduction (> 50%)**
Annexation	**Administrative Variance**	

ONLY COMPLETE APPLICATIONS ACCEPTED

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LAWRENCEVILLE
Planning & Development

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAWRENCEVILLE

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: CITY OF LAWRENCEVILLE	NAME: CITY OF LAWRENCEVILLE
ADDRESS: 70 SOUTH CLAYTON STREET	ADDRESS: 70 SOUTH CLAYTON STREET
CITY: LAWRENCEVILLE	CITY: LAWRENCEVILLE
STATE: GEORGIA ZIP: 30046	STATE: GA ZIP: 30046
PHONE: 678.407.6583	PHONE: 678.407.6583

CONTACT PERSON: TODD HARGRAVE PHONE: 678.407.6583

CONTACT'S E-MAIL: THARGRAVE@LAWRENCEVILLEGA.ORG

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

ZONING DISTRICT(S): BGC TO RS-60 ACREAGE: 0.24

PARCEL NUMBER(S): R5146B012

ADDRESS OF PROPERTY: 190 OAK STREET

PROPOSED USE: SINGLE-FAMILY RESIDENTIAL

10-10-2022	10-10-2022
SIGNATURE OF APPLICANT DATE	SIGNATURE OF OWNER DATE
TODD HARGRAVE	CHUCK WARBINGTON
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
NOTARY PUBLIC DATE	NOTARY PUBLIC DATE

PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED

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LAWRENCEVILLE
Planning & Development

NOTIFICATION REQUIREMENTS

Written Notification

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

The written notice shall include:

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

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

Notification Sign

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

_____	10-10-2022
CASE NUMBER	DATE
TODD HARGRAVE	
_____	_____
AKNOWLEDGED BY (PRINT NAME)	SIGNATURE

RZR2022-00014
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Planning & Development

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? _____
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?_____
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.

RZR2022-00014
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LAWRENCEVILLE
Planning & Development

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: 5 - 146B - 012
(Map Reference Number) District Land Lot Parcel

10-10-2022
Signature of Applicant Date

TODD HARGRAVE
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)

NA — NAME
NA — TITLE
NA — DATE

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Application Checklist

The following is a checklist of information required for submission of a Special Public Hearing application.

- Application Form with Notarized Signature
- Disclosure of Campaign Contribution Form
- Letter of Intent
- Legal Description
- Boundary Survey
- Site Plan (one (1) 11”x17” copy and one (1) full-size copy)
- Application Fee
- Other exhibits :
    - Elevations
    - Drawings
    - Legal representation letter
- Traffic Study (If applicable)
- Review Form for Development of Regional Impact (if applicable)

PLEASE BRING THIS CHECKLIST WHEN FILING FOR A PUBLIC HEARING

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INSTRUCTIONS FOR REQUIRED ITEMS

PRE-APPLICATION MEETINGS (if applicable)

A pre-application meeting will be required prior to the submittal of Rezoning, Special Use Permit, Buffer Reduction, and Change in Conditions applications. This process will provide Applicants and staff time to have preliminary discussions and review intended submittal information prior to official application submittal.

The following will require a pre-application meeting prior to official application submittal:

- Single-Family residential zoning district rezoning applications (10 lots or greater);
- Townhouse district rezoning applications;
- Multi-family apartment district rezoning applications;
- Mixed-use district rezoning applications;
- Office, Commercial, and Industrial district rezoning applications;
- Special Use Permit applications (related to the above listed districts);
- Buffer reduction applications; and
- Change in Condition applications.

A pre-application meeting may be scheduled by emailing a site plan of the project to planning@lawrencevillega.org

Minimum site plan requirements for the pre-application meeting should include:

- Project/building locations or lot design/layout;
- Gross and net density;
- Open space/common area;
- Access driveways and parking;
- Buffers and setbacks; and
- Anticipated stormwater management facility location(s).

The Applicant is required to attend the pre-application meeting; however, the Applicant's legal counsel and design professionals are also encouraged to attend. At the conclusion of the pre-application meeting, the Applicant and a staff member will sign a required acknowledgment form. The signed form and all action items/site plan changes noted at the pre-application meeting must be included with the future officially submitted application.

APPLICATION FORM

One (1) copy of the appropriate Application Form must be submitted. Separate applications will be required for non-contiguous property and a separate application will be required for each zoning classification requested (BG and OI, for example, would require two applications) even if properties are contiguous.

RZR2022-00014
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APPLICATION FEE

See attached Fee Schedules. Acceptable payment methods are: cash, check. debit or credit card (Visa, MasterCard, or Discover). Checks should be made payable to City of Lawrenceville.

LEGAL DESCRIPTION

The legal description must be a "metes and bounds" description. It must establish a point of beginning and from the point of beginning give each dimension bounding the property, calling the directions (such as north, northeasterly, southerly, etc.) which the boundary follows around the property returning to the point of beginning. If there are multiple property owners, all properties must be combined into one legal description. If the properties are not contiguous, a separate application and legal description must be submitted for each property. For requests for multiple zoning districts, a separate application and legal description must be submitted for each district requested.

BOUNDARY SURVEY

One (1) copy of a boundary survey to scale for the subject property, displaying all metes and bounds. This is not necessary if the Site Plan (next item) includes this information.

SITE PLAN

Four (4) copies of a Site Plan to scale (except rezoning applications requesting one single family residence). This site plan must show (as applicable):

- Gross and net acreage (net acreage excludes 50% of 100-year floodplain or electric/gas transmission easements)
- Existing and proposed streets (paving and right-of-way)
- Existing and proposed building locations
- Driveways and parking spaces
- Required or proposed setbacks and buffers
- Floodplain
- Additional exhibits as may be required.
- One 8-1/2" X 11" reduction of the site plan and any other supporting documents/ exhibits shall be provided by the Applicant.

ADDITIONAL SITE PLAN REQUIREMENTS IF APPLICABLE

LETTER OF INTENT

A. One (1) copy of a Letter of Intent

B. The Letter of Intent must give details of the proposed use of the property and should include at least the following information (as applicable):

- A statement regarding the proposed use of the property
- The acreage or size of the tract

RZR2022-00014
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- The zoning classification requested
- The number of lots or number of dwelling units proposed house size proposed
- The density in terms of gross square footage per acre for proposed commercial, industrial, office or institutional use)
- The number of parking spaces
- The height of buildings
- Any requested change in buffers

NOTARIZED SIGNATURES

The application form must have notarized signatures of both the property owner(s) and the Applicant(s), and an attachment if multiple owners are involved.

CONFLICT OF INTEREST CERTIFICATION FORM

This form must be signed, notarized and submitted with the required information.

PROOF OF PAID PROPERTY TAXES

The Applicant must provide proof that current property taxes have been paid on the land proposed for rezoning, change in condition or Special Use Permit. The form provided must be signed by the Applicant, verified and signed by the Tax Commissioner's Office, and submitted when the application is filed. The Tax Commissioner's Office is located at the Gwinnett Justice and Administration Center, 75 Langley Drive, Lawrenceville, GA 30046.

ADDITIONAL INFORMATION:

NOTIFICATION

Staff will provide a list of tax parcel numbers and property owner's names and mailing addresses for properties within 250 feet of the proposed Rezoning, Change in Conditions, or Special Use Permit. Each property owner of record within 250 feet of the subject property must be sent the following information by mail:

- The rezoning, change in conditions, and/or special use permit case number(s)
- The contact person and phone number
- The dates, time and place of the public hearings (Council Chambers, 4th floor, City Hall at 70 S Clayton Street, Lawrenceville, GA 30046
- The submitted application form (first page only)
- The Applicant's letter of intent
- A vicinity map indicating the location of the property

This mailing must go to the Property Owner of Record with the Tax Commissioner's Office, and not to the tenant or lessee of the property. This list will only include tax parcels within the City limits and Gwinnett County.

RZR2022-00014
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Letters must be mailed with first class postage (certified or registered mail is not required). You MUST use Postal Service Form(s) 3877 (copy attached), and include the itemized name and address of each and every addressee, and it must be postmarked no later than the Notification Deadline stated on the parcel list. Each and every PS Form 3877 must be stamped by the U.S. Postal Service showing the date of mailing. The original Postal Service Form(s) 3877 must be submitted to the Planning and Development Department by the Notification Deadline.

TRAFFIC STUDIES

A traffic study is required for a Rezoning or Special Use Permit proposal which meets any of the following criteria:

- Office proposals in excess of 200,000 gross square feet
- Commercial proposals in excess of 250,000 gross square feet
- Industrial proposals which would employ over 500 persons
- Multi-family residential proposals in excess of 200 units

CONVERSION OF RESIDENTIAL STRUCTURES TO COMMERCIAL OR OFFICE USE

- Conversion of an existing one-family or two-family residential structure will typically require substantial code related upgrades to the homes mechanical systems and may require new installation of fire and life safety upgrades.
- Concurrent with the zoning process, the Department suggests that the Applicant consult with a registered architect or third-party engineer to determine the extent and costs of these code related improvements.
- You may contact the Fire Plan Review Sections (678.518.6000) at Gwinnett County with any additional questions regarding building and fire code requirements.

DEVELOPMENT OF REGIONAL IMPACT (DRI)

For information regarding thresholds for a DRI please contact the Planning and Development Department.

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186

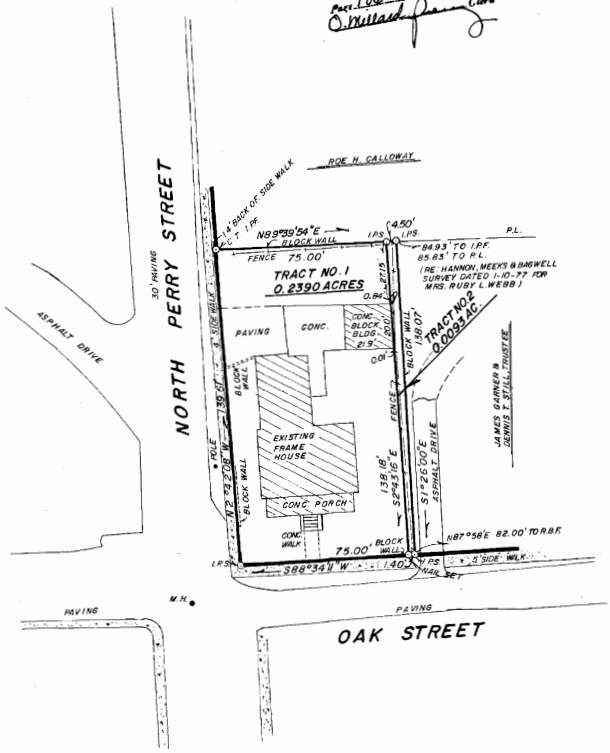
LEGEND:

M.H. = MANHOLE	P.C. = POINT OF CURVATURE
D.I. = DROP INLET	P.C.C. = POINT OF COMPOUND CURVATURE
C.B. = CATCH BASIN	P.R.C. = POINT OF REVERSE CURVATURE
D.A. = DRAINAGE AREA	P.I. = POINT OF INTERSECTION
J.B. = JUNCTION BOX	P.T. = POINT OF TANGENCY
H.W. = HEAD WALL	L.L.L. = LAND LOT LINE
C.D. = CROSS DRAIN	C.M.F. = CONCRETE MONUMENT FOUND
EL. = ELEVATION	D.E. = DRAINAGE EASEMENT
R = RADIUS	S.E. = SEWER EASEMENT
R/W = RIGHT OF WAY	C.E. = CONSTRUCTION EASEMENT (TEMPORARY)
B.L. = BUILDING LINE	I.P.S. = IRON PIN SET (ϕ R-BAR)
C.L. = CENTER LINE	R.B.F. = R-BAR FOUND
T.L. = TRAVERSE LINE	H.T.F. = HOLLOW TUBE FOUND
P.L. = PROPERTY LINE	——G—— = GAS LINE
T.H. = TEST HOLE	——W—— = WATER LINE
M.T. = MARKED TREE	——S—— = SEWER LINE
B.M. = BENCH MARK	——P—— = POWER LINE
F.H. = FIRE HYDRANT	——T—— = TELEPHONE LINE

Georgia, Gwinnett County,
Clerk's Office — Superior Court
I hereby certify that the within
instrument was filed for Record
at 3 PM. on 3-4 1982
and recorded in Book 17
page 186 3-4 1982
O. Millard Clerk

NOTES:

1. SURVEY PROCEDURES: RANDOM TRAVERSE MEASUREMENTS OBTAINED WITH A ONE SECOND THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING DEVICE. ϕ R-BARS SET FROM RANDOM TRAVERSE BY MEANS OF A ONE MINUTE TRANSIT AND STEEL TAPE.
2. THIS PLAT IS BASED UPON FIELD DATA WHICH HAS A MINIMUM PRECISION RATIO OF ONE FOOT IN 49,729 FEET, AN AVERAGE ANGULAR ERROR OF 7.8 SECONDS PER ANGLE POINT AND WAS ADJUSTED BY COMPASS RULE.
3. DATA SHOWN ON THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS A MINIMUM PRECISION RATIO OF ONE FOOT IN 144,368 FEET.



SURVEY FOR

GWINNETT, ROCKDALE, NEWTON COUNTY
AREA COMMUNITY MENTAL HEALTH CENTER, INC.

LAND LOT(S) 146 of the 5th DISTRICT
CITY of LAWRENCEVILLE
GWINNETT COUNTY, GEORGIA 0.2483 ACRES

DATE: 2-26-82
SCALE: 1" = 30'
DRAWN BY:
CHECKED BY:

NO.	DATE	REVISION DESCRIPTION

GEORGIA REGISTERED No. 1497 LAND SURVEYOR MACK L. MEEKS

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.
MEMBER SURVEYING AND MAPPING SOCIETY OF GEORGIA

0 15' 30' 60' 90' 150'
GRAPHIC SCALE

HANNON, MEEKS & BAGWELL, SURVEYORS & ENGINEERS, INC.

LAND PLANNING	238 BUFORD DRIVE	MILES H. HANNON ..... L.S. NO. 1528
LAND SURVEYING	LAWRENCEVILLE, GEORGIA 30245	MACK L. MEEKS ..... L.S. NO. 1497
CIVIL ENGINEERING	TELEPHONE (404) 963-7181	J. RONALD HANNON ..... L.S. NO. 1527
		GEORGE M. MEEKS, JR. ..... L.S. NO. 2045
		C. BLUE BAGWELL ..... P.E. NO. 7045

SZR2022-00014
RECEIVED 10/1/2022
PLANNING AND DEVELOPMENT

SZR2022-00014_LND SRVY_10102022

DEED B: 60028 P: 00716
06/21/2022 10:33 AM Pgs: 2 Fees: $25.00
TTax: $0.00
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672022019774
ERECORDED
eFile Participant IDs: 8316111866,

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording return to:
Thompson, Sweeny,
Kinsinger & Pereira P.C.
P.O. Drawer 1250
Lawrenceville, GA 30046

STATE OF GEORGIA
COUNTY OF GWINNETT

LIMITED WARRANTY DEED

THIS INDENTURE, made the 17th day of June, in the year Two Thousand Twenty-Two, between

VIEW POINT HEALTH COMMUNITY SERVICE BOARD
Successor to GRN Community Service Board

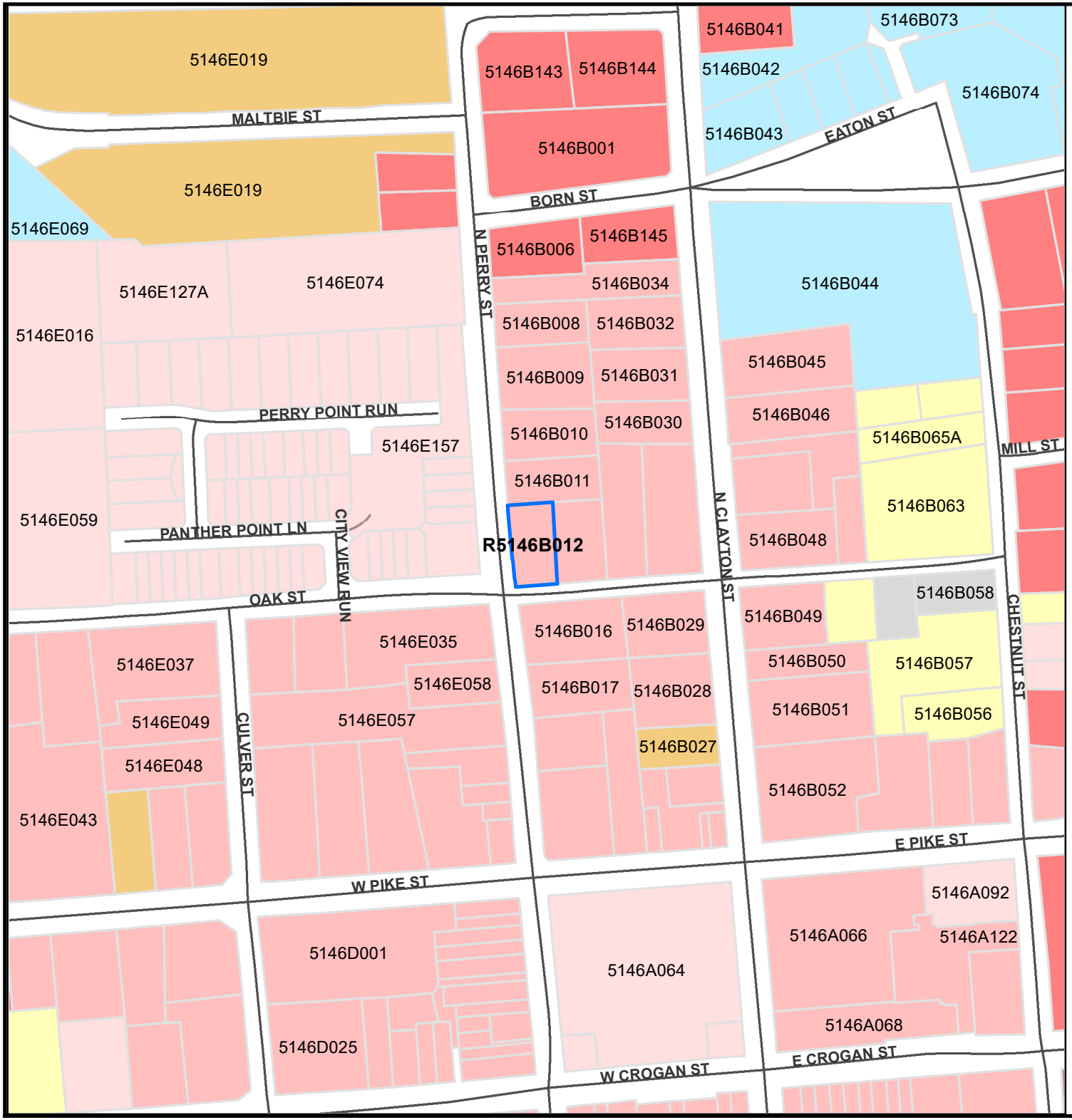
of the County of Gwinnett, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

CITY OF LAWRENCEVILLE, GEORGIA
a Georgia Municipal Corporation

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee,

R2022-00014_LEGAL_10102022



LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00014

Applicant: City of Lawrenceville

Subject Property
Parcels
Roads

Zoning Districts

- RS-150 Single-Family Residential
- RM-12 Multifamily Residential
- ON Office/Neighborhood
- OI Office/Institutional
- LM Light Manufacturing
- HSB Highway Service Business
- BGC Central General Business
- BG General Business

N
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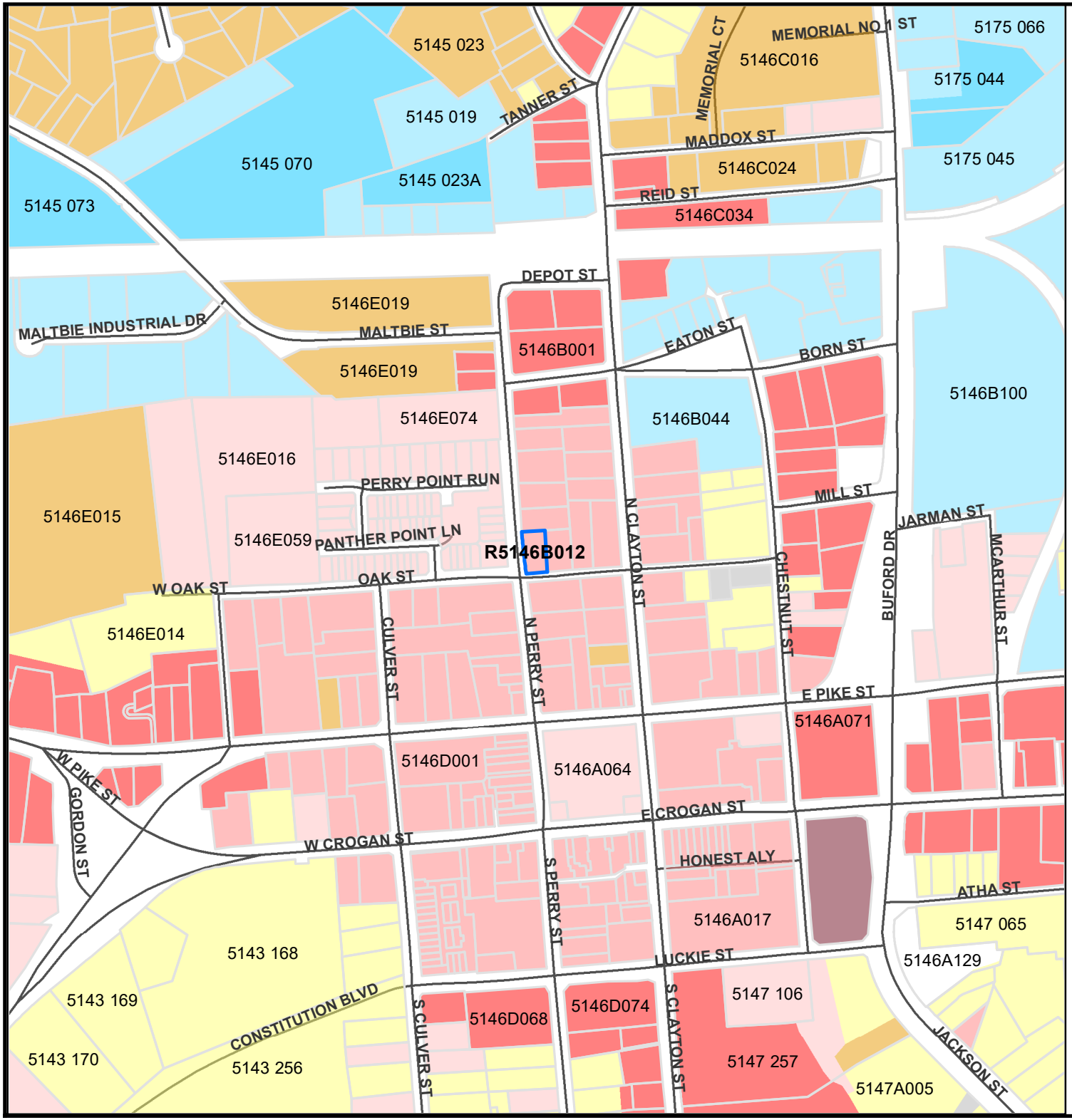

LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00014

Applicant: City of Lawrenceville

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- BGC Central General Business
- BG General Business

N W E S

0 250 500 FT

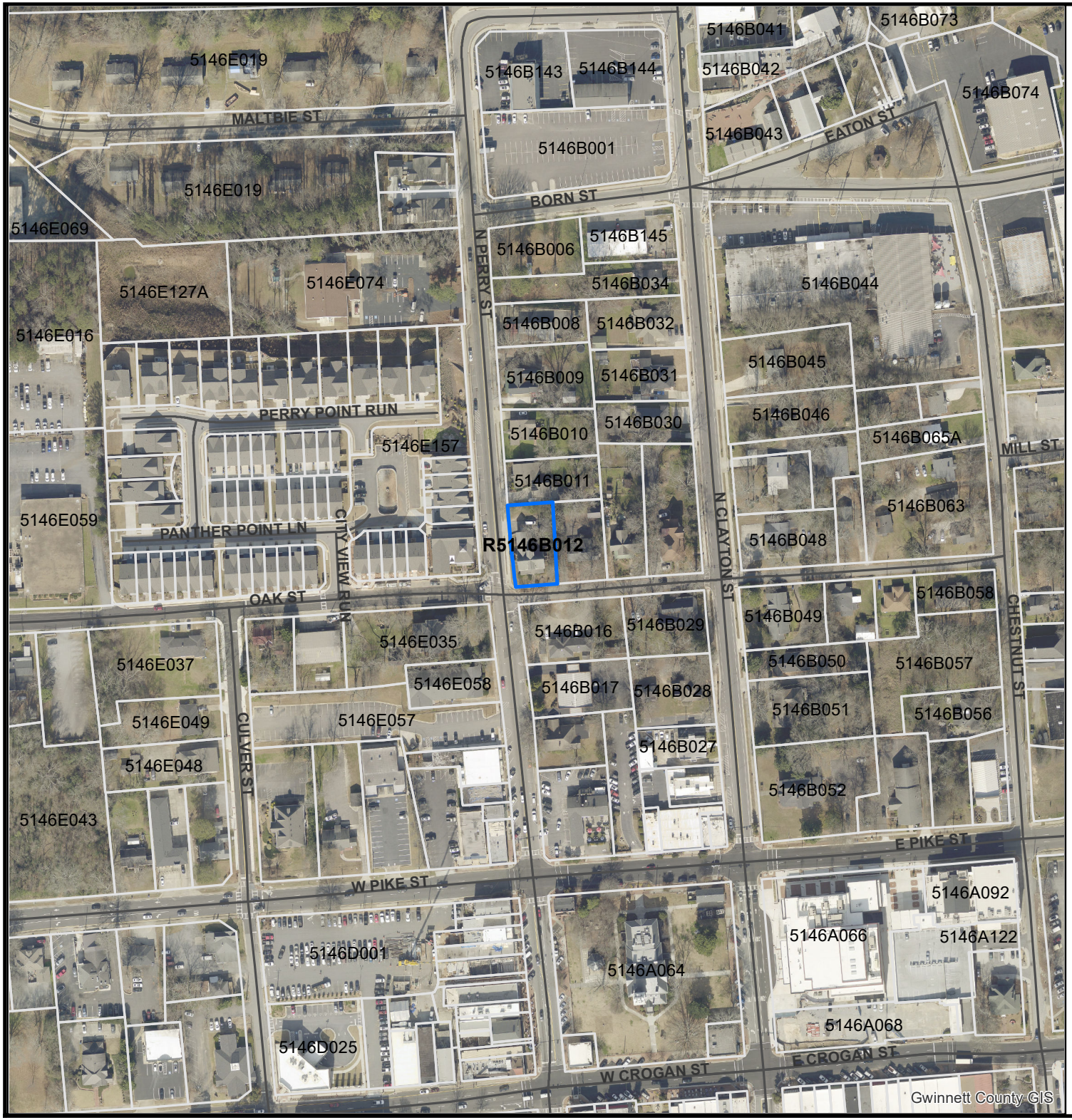
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00014

Applicant: City of Lawrenceville



Subject Property

Parcels

Roads

N
W E
S

0 125 250

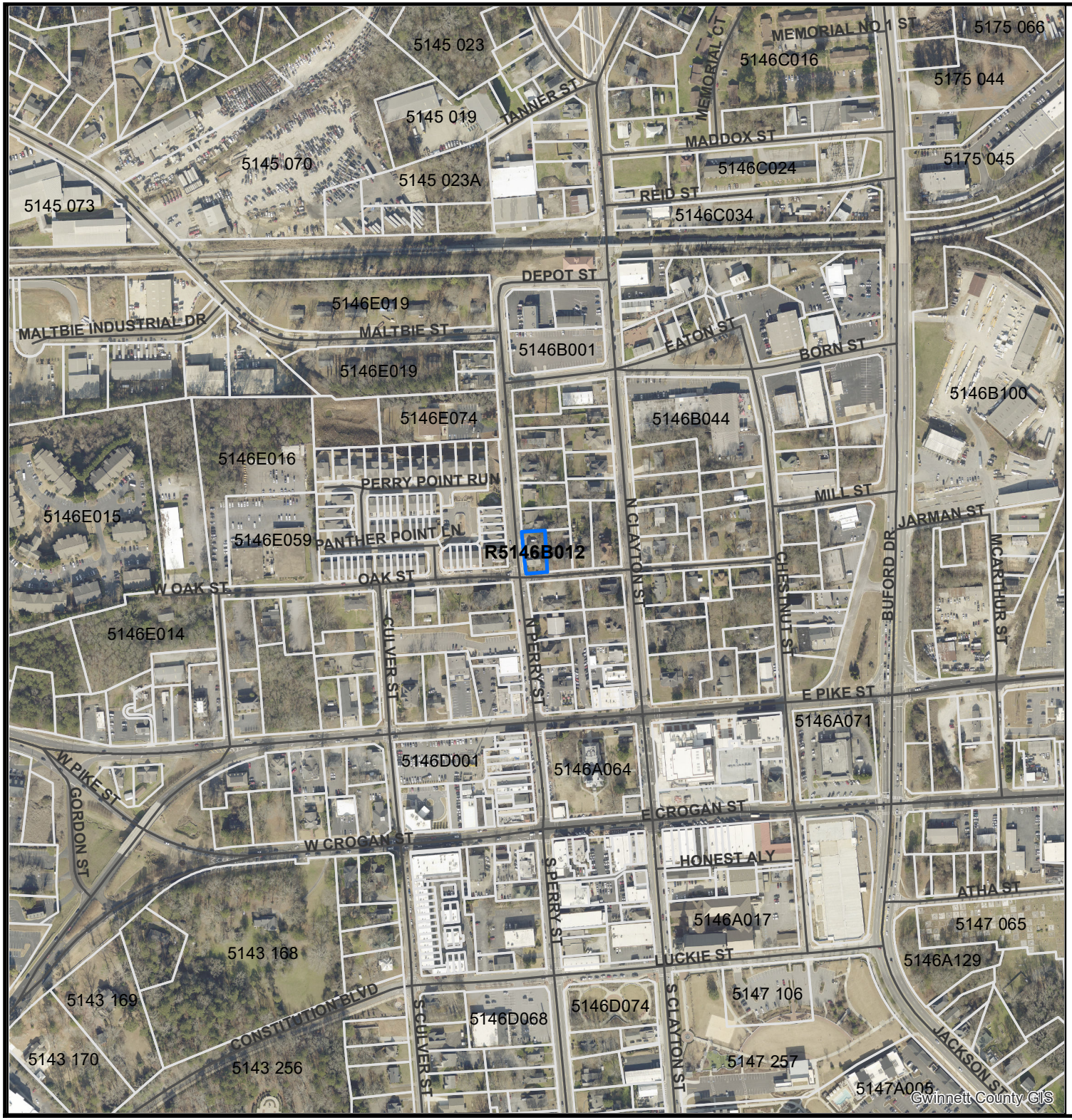
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # RZR2022-00014

Applicant: City of Lawrenceville



Subject Property

Parcels

Roads

N
W E
S

0 250 500 FT

LAWRENCEVILLE
GEORGIA

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

Item:	SUP2022-00074; Maya Radovic; 125 Park Access Drive
Department:	Planning and Development
Date of Meeting:	Wednesday, November 16, 2022
Presented By:	Todd Hargrave, Planning and Development Director
Planning and Development Recommendation:	**Denial**
Planning Commission Recommendation:	**To be provided at Work Session Meeting**

Summary: The applicant requested a Special Use Permit to allow Automobile Sales with accessory Outdoors Sales (e.g., display and storage). The subject property is a 1.40-acre parcel zoned BG (General Business District), located along the southern right-of-way of Park Access Drive paralleling Georgia Highway 316/University Parkway. The site is developed with a one-story commercial building consisting of an 11,660-square-foot commercial building, associated driveways, and parking.

Attachments/Exhibits:

- **SUP2022-00074_REPORT**
- **SUP2022-00074_P&D RECO COND**
- **SUP2022-00074_APP_09022022**
- **SUP2022-00074_LOI_09022022**
- **SUP2022-00074_DEED_09022022**
- **SUP2022-00074_SURVEY_09022022**
- **SUP2022-00074_PDZONE MAP AERIAL (ZOOMED)**
- **SUP2022-00074_PDZONE MAP AERIAL**

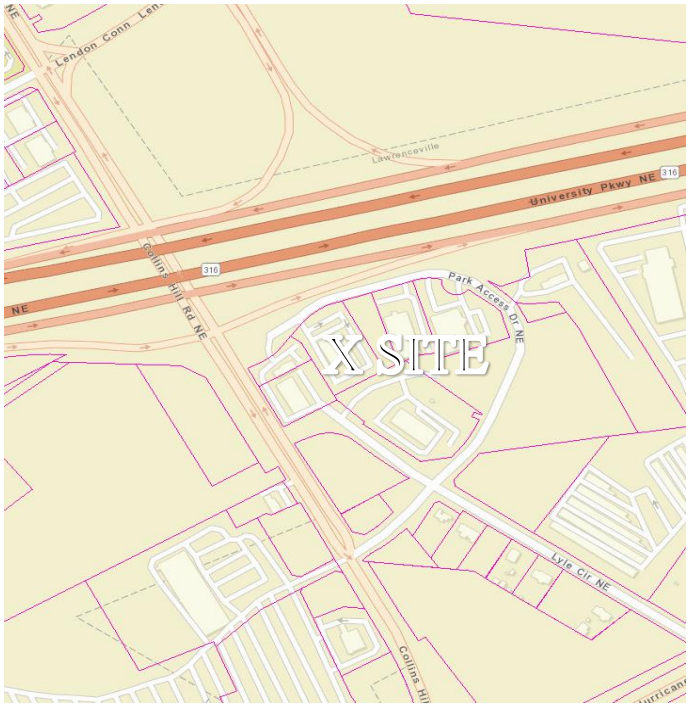
- **SUP2022-00074_PD ZONE MAP (ZOOMED)**
- **SUP2022-00074_PD ZONE MAP**

LAWRENCEVILLE

Planning & Development

CASE NUMBER:	**SUP2022-00074**
APPLICANT:	RADOVIC PERMITS, LLC
OWNER:	NR GROUP INVESTMENTS LLC
CONTACT:	MAYA RADOVIC
PHONE NUMBER:	404-717-4795
LOCATION:	125 PARK ACCESS DRIVE
PARCEL ID:	R7011 089
ACREAGE:	1.40
ZONING PROPOSAL:	TO ALLOW AUTOMOBILE SALES (OUTDOOR SALES) AS A SPECIAL USE
PROPOSED DEVELOPMENT:	GENERAL BUSINESS
DEPARTMENT RECOMMENDATION:	**DENIAL**

VICINITY MAP



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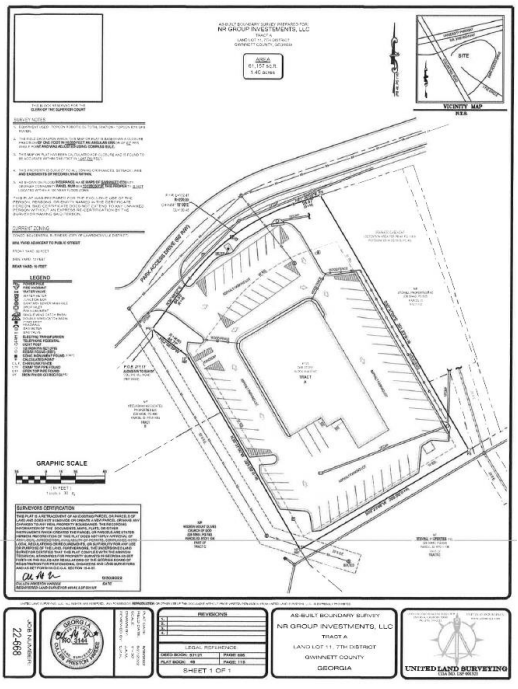
ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1987; In 2019, a request to allow automobile repair and associated outdoor storage was approved with a condition limiting the use for a two-year period at which time the use of the property shall cease or an application shall be made for the renewal of the Special Use Permit, pursuant to SUP2019-00021. To date the Planning and Development Department has not received an official application requesting the renewal of the Special Use Permit; In 2020, a request allowing an automobile and truck sales facility was denied, pursuant to CIC2020-00004.

PROJECT SUMMARY

The applicant requested a Special Use Permit to allow Automobile Sales with accessory Outdoors Sales (e.g., display and storage) and related automobile related services. The subject property is a 1.40-acre parcel zoned BG (General Business District), located along the southern right-of-way of Park Access Drive paralleling Georgia Highway 316/University Parkway.

AS-BUILT SURVEY



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ZONING AND DEVELOPMENT STANDARDS

The property consists of a 11,660 square-foot one-story commercial building, accessory driveways, and parking.

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

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Lot Area	*No Minimum*	*61,157 sq. ft.*	*NA*
Minimum Lot Width	*No Minimum*	*223.48 feet*	*NA*
Minimum Front Yard Setback	*50 feet*	*50 feet*	*NA*
Minimum Rear Yard Setback	*10 feet*	*10 feet*	*NA*
Minimum Side Yard Setback	*10 feet*	*10 feet*	*NA*
Impervious Surface Coverage	*95%*	*NA*	*NA*
Maximum Building Height	*35 feet*	*NA*	*NA*

Article 1 Districts, Section 103.2 Use Table

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

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

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

A. *No used car lots are permitted within 100 feet of any residential property.*

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B. *No lots smaller than 25,000 square feet.*

C. *All buildings must have a permanent foundation. Architectural exterior treatments must consist of brick, or stone.*

D. *The building must be at least 1000 square feet.*

E. *No metal building facades; and*

F. *A 15-foot landscaped buffer shall be provided fronting the street."*

In conclusion, in 2016 the City Council has publicly stated they intend to limit automobile sales and associated service facilities to an area along the Buford Drive corridor extending from its intersection with CSX Transportation Railroad (overpass) to the southern right-of-way intersection of Buford Drive and Georgia Highway 316/University Parkway. Additionally, in 2019, a request allowing automotive sales along U.S. Highway 29 (Lawrenceville Highway) and Georgia Highway 20 (Grayson Highway) was denied, pursuant to RZC20019-00008 and SUP2020-00029, respectively. In addition, a 2020 request allowing the rental, display, and storage of automobiles and trucks was denied, pursuant to SUP2020-00029, Furthermore, in 2021, the City Council denied a similar request (SUP2021-00054) allowing automobile repair and maintenance at location on Collins Hill Road near its intersection with Georgia Highway 316/University Parkway. Based on these factors staff could not support a request allowing automobile sales (outdoor sales) with related service at the subject property.

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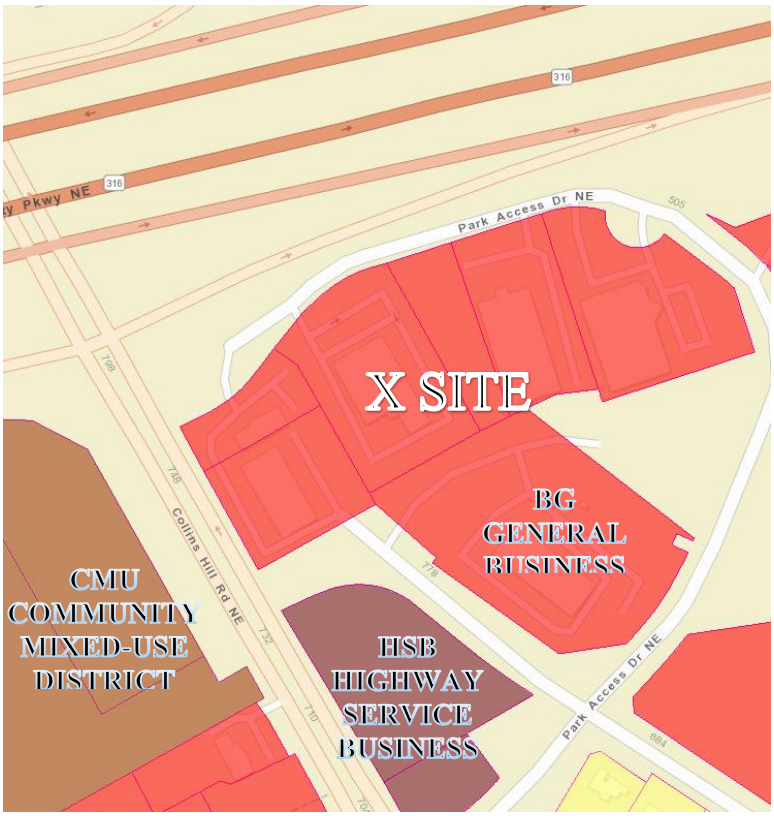
SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail and multifamily residential uses and zoning.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



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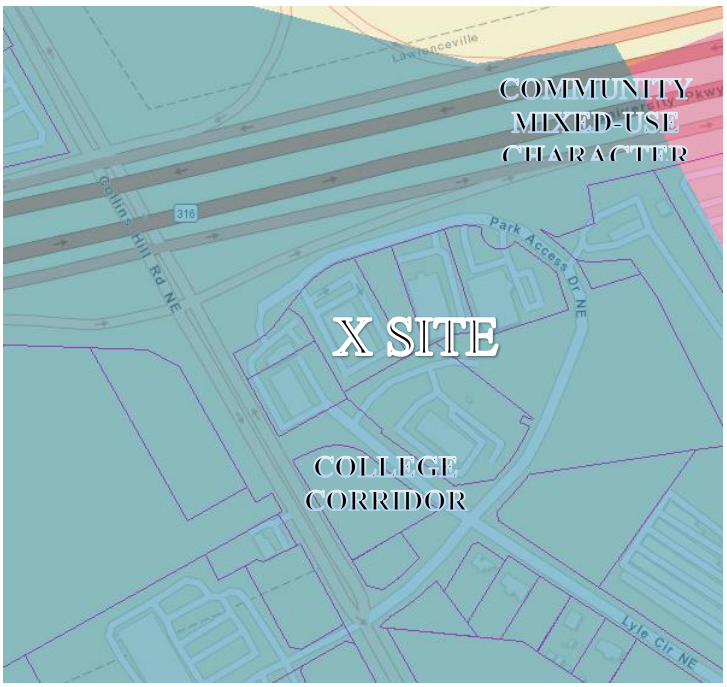
2040 COMPREHENSIVE PLAN

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the College Corridor Character Area. The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. The proposed request to include automobile sales and related services could be incompatible with the intent of the 2040 Comprehensive Plan, due to the City Council setting a precedent to have automobile sales on the Buford Corridor.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



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STAFF RECOMMENDATION

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

LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

BUILDING INSPECTIONS

No comment

CODE ENFORCEMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

ELECTRIC DEPARTMENT

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

ENGINEERING DEPARTMENT

No comment

GAS DEPARTMENT

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

STREET AND SANITATION DEPARTMENT

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

LAWRENCEVILLE

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

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

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

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

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

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

   The property has a reasonable economic use as currently zoned.

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

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

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

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

LAWRENCEVILLE

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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.**

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

PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS

SUP2022-00074:

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

Approval of Special Use permit for Automobile Sales and associated outdoor storage, to include automobile repair and maintenance, subject to the following enumerated conditions:

1. The property shall have a 15-foot wide landscape strip along the right-of-way fronting Park Access Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to review and approval by the Director of Planning and Development.

2. Parking in the front of the property for inventory shall be limited to eight parking spaces, the remaining eight parking spaces shall be designated for customer parking only. All vehicles in need of service or awaiting customer pickup overnight shall be kept in the sides and rear of the property screened from view from Park Access Drive by the installation of an 8-foot tall opaque fence at the front of the building. Fence placement and materials shall be subject to review and approval by the Director of Planning and Development.

3. All vehicles must be parked in striped designated spaces and all required access aisles must remain open.

4. Landscaping shall be utilized to soften the appearance of the fence subject to review and approval by the Director of Planning and Development.

5. Under no circumstances shall the owner or occupant of the property keep any junk, scrap, metal, rags, paper, abandoned, wrecked, or junked or scrap material or any parts thereof.

6. All loading and unloading of vehicles in need of service shall occur in the rear/screened portions of the property.

7. No work on vehicles is to be conducted outside.

8. 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.

9. 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.
10. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
11. Outdoor storage of any items and/or materials unrelated to the Special Use shall be prohibited.
12. Dumpsters shall be restricted to the rear of the property.
13. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
14. Sign twirling is prohibited on the property.
15. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Radovic Permits, LLC	NAME: NR GROUP INVESTMENTS LLC
ADDRESS: 3021 Farmstead Court	ADDRESS: 135 TECHNOLOGY PKWY
CITY: Grayson	CITY: Peachtree Corners
STATE: GA ZIP: 30017	STATE: GA ZIP: 30092
PHONE: 404-717-4795	PHONE: 470-299-7712

CONTACT PERSON: Maya Radovic PHONE: 404-717-4795

CONTACT'S E-MAIL: radovicpermits@gmail.com

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

ZONING DISTRICT(S): BG ACREAGE: 1.400

PARCEL NUMBER(S): 7011 089

ADDRESS OF PROPERTY: 125 Park Access Dr Lawrenceville

PROPOSED SPECIAL USE: Automobile Sale (outdoor sales lot)

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF OWNER	DATE
	9/1/22		8/25/2022
MAYA RADOVIC		NAJEEB ESHAI	
TYPED OR PRINTED NAME		TYPED OR PRINTED NAME	
NOTARY PUBLIC	09/01/2022.	NOTARY PUBLIC	08/

ERIKA SUMNER NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 16, 2026

SAFEENA VIRANI NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES MARCH 17, 2023

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of $250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville?_____
Y/N

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

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

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

LAWRENCEVILLE
GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: (Map Reference Number) 7 (District) - 011 (Land Lot) - 089 (Parcel)

Signature of Applicant — 8/31/22 (Date)

MAJA RADOVIC APPLICANT

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) Only certifying city tax through 2022, Lawrenceville collects their own taxes effective 2023

Chris Nelson
NAME

Senior Tax Services Associate
TITLE

September 1, 2022 ~~August~~
DATE

9-2-2022

LAWRENCEVILLE
GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

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

The written notice shall include:

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

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

Notification Sign

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

	8/31/22
CASE NUMBER	DATE
MAJA RADOVIC	
AKNOWLEDGED BY (PRINT NAME)	SIGNATURE

September 1st, 2022

Re: 125 Park Access Dr.

City of Lawrenceville

Gwinnett County

City of Lawrenceville, Planning & Development

70 S Clayton St

Lawrenceville, GA 30046

To Whom it May Concern,

Please accept this Letter of Intent to request a Special Use Permit for starting the outdoor automobile sale activities that will be located on the property in question.

According to the City of Lawrenceville, Supplemental and Accessory Use Standards 103.1., an SUP is required for Automobile Sales or Auction and Related Service (outdoor sales) including Autobroker for the properties zoned BG .

The property owner's intent is to obtain a permit and start the mentioned service on the existing location which was used for the tire sale business (National Tire and Battery) in the past. When the property owner (NR Group Investment, LLC) purchased the lot in November 2019, the building was empty.

The proposed automobile sales operations will take place on the existing lot and the existing two-story building (11574.85 sqft in total). Beside the auto sale the tenant will provide basic mechanics services as oil change and brake pads change.

As an applicant, I'm representing the Atlanta Best Autos business currently under commercial lease agreement with the property owner.

The proposed business activities won't adversely affect the existing or usability of adjacent or nearby properties.

The proposed special use for the business location will not cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, or schools.

Also, the public safety, health and welfare won't be affected in any way or level with these proposed business activities in question.

The Atlanta Best Autos business owners are honestly believing that approval of the Special Use Permit will be economically highly beneficial in general and appreciate your consideration of this Special Use Permit request. They are willing to work with the City of Lawrenceville and meet all applicable regulation requirements.

Please feel free to contact me with any question or concern regarding this request.

Respectfully,

Maya Radovic

Radovic Permits, LLC.

404-717-4795

Maya Radovic 9/1/22

DEED B: 57121 P: 00695
12/19/2019 04:33 PM Pgs: 4 Fees: $16.00
TTax: $815.00
Richard T. Alexander, Jr., Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672019034660

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording, please return to:
Powell & Edwards, Attorneys at Law P.C.
P.O. Box 1390
Lawrenceville, GA 30046

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

LIMITED WARRANTY DEED

THIS INDENTURE, made this 11th day of December in the Year of Our Lord Two Thousand Nineteen between

VON ULRIC, INC.,
a Florida corporation

as party or parties of the first part, hereinafter called Grantor, and

NR GROUP INVESTMENTS, LLC,
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That: Grantor, for and in consideration of TEN AND 00/100 DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened,

conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 11 of the 7th Land District of Gwinnett County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever owning, holding or claiming by, through, or under Grantor, but not otherwise; provided, however, that the warranties of title made by Grantor herein shall not extend to any claims arising under any matter set forth on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

IN WITNESS WHEREOF, the Grantor has signed and sealed this Limited Warranty Deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

MARK L RIVLIN
Notary Public - State of Florida
Commission # GG 189953
My Comm. Expires Apr 7, 2022
Bonded through National Notary Assn.

GRANTOR:
Von Ulric, Inc., a Florida corporation

By: _____ (SEAL)
Christopher R. Hing, President

SEAL 1970 FLORIDA

Exhibit "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District of Gwinnett County, City of Lawrenceville, Georgia and being more particularly described as follows:

Beginning at a ½ inch rebar found on the southeasterly right-of-way line of Park Access Drive (having a 60 foot right-of-way) located 211.13 feet northeasterly as measured along the southeasterly right-of-way line of last said road from the intersection formed by the southeasterly right-of-way line of last said road with northeasterly right-of-way line of Collins Hill Road (having an 80 foot right-of-way); thence running northeasterly along the southerly right-of-way line of said Park Access Drive: North 36 degrees, 49 minutes 57 seconds East for a distance of 64.53 feet to a point; thence 132.47 feet along an arc of a curve to the right having a radius of 220.00 feet, which arc is subtended by a chord bearing and distance of North 54 degrees 15 minutes and 00 seconds East 130.48 feet to a point; thence North 71 degrees 30 minutes and 00 seconds East for a distance of 28.47 feet to a ½ inch rebar found; thence leaving the southeasterly right-of-way line of last said road and running South 30 degrees 37 minutes and 00 seconds East for a distance of 301.83 feet to a ½ inch rebar found; thence South 59 degrees 23 minutes and 46 seconds West for a distance of 200.00 feet to a ½ inch rebar found; thence North 30 degrees 37 minutes and 00 seconds West for a distance of 229.00 feet to a ½ inch rebar set; thence North 53 degrees 10 minutes and 14 seconds West for a distance of 46.00 feet to the ½ inch rebar found located as the POINT OF BEGINNING, containing 61,097 square feet (1.4026 acres) of land and being improved property known as 125 Park Access Drive according to the present system of numbering in Gwinnett County, City of Lawrenceville, Georgia.

All as shown on that certain survey entitled "ALTA/ACSM" Land Title Survey for Pavilion NTB-Lawrenceville, LLC; Fidelity National Title Insurance Company; First Charter Bank, its Successors and Assigns; NTW Incorporated; and Schwarzberg & Associates," dated September 24, 2004, which survey is incorporated herein by reference and made a part hereof.

Exhibit "B"
Permitted Exceptions

1. All ad valorem real property taxes for the year 2020 and subsequent years a lien not yet due and payable.

2. All matters disclosed on a plat recorded in Plat Book 48, Page 116, Gwinnett County, Georgia records.

3. Declaration of Protective Covenants recorded in Deed Book 5161, Page 31, aforesaid records, and all amendments thereto.

4. Easement from Guy Russell to Georgia Power Company dated December 5, 1949, filed for record December 7, 1949 and recorded in Deed Book 94, Page 273, aforesaid records.

5. Right of Way Easement from Jean Coppage to Jackson Electric Membership Corporation dated February 16, 1988, filed for record February 26, 1988 and recorded in Deed Book 4770, Page 169, aforesaid records.

6. Easement from John W. Rooker to Gwinnett County dated December 15, 1988, filed for record July 10, 1989 and recorded in Deed Book 5555, Page 264, aforesaid records.

7. Easement from John W. Rooker to Gwinnett County dated December 15, 1988, filed for record July 10, 1989 and recorded in Deed Book 5555, Page 286, aforesaid records.

8. Easement from John W. Rooker to Gwinnett County dated November 10, 1988, filed for record July 10, 1989 and recorded in Deed Book 5555, Page 298, aforesaid records.

9. Easement from John W. Rooker to Gwinnett County dated February 1, 1989, filed for record July 10, 1989 and recorded in Deed Book 5555, Page 311, aforesaid records.

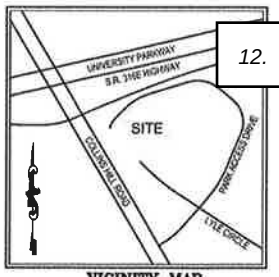
10. Easement Agreement by and between Robert Stovall, Paul Graham Stovall, Jon M. Stovall, Ted S. Kurland, Jr. and David S. Lindenbaum dated October 13, 1988, filed for record October 18, 1988 and recorded in Deed Book 5161, Page 45, aforesaid records, as amended by "Amendment to Easement Agreement dated October 13, 1988", dated February 21, 1989, filed for record February 28, 1989 and recorded in Deed Book 5352, Page 178, aforesaid records.

11. Department of Transportation Driveway Easement dated February 24, 2010, filed for record March 3, 2010 and recorded in Deed Book 49964, Page 753, aforesaid records.

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT

AS-BUILT BOUNDARY SURVEY PREPARED FOR:
NR GROUP INVESTEMENTS, LLC
TRACT A
LAND LOT 11, 7TH DISTRICT
GWINNETT COUNTY, GEORGIA

AREA
61,157 sq.ft.
1.40 acres



VICINITY MAP
N.T.S.

SURVEY NOTES

1. EQUIPMENT USED : TOPCON ROBOTIC D2 TOTAL STATION - TOPCON RTK GPS ROVER.
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AN ANGULAR ERROR OF 02" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,067,769 FEET.
4. THIS PROPERTY IS SUBJECT TO ALL ZONING ORDINANCES, SETBACK LINES AND EASEMENTS OF RECORD LYING WITHIN.
5. AS SHOWN ON FLOOD INSURANCE RATE MAPS OF GWINNETT COUNTY, GEORGIA COMMUNITY PANEL NUMBER 13135C0012F THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD ZONE.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

CURRENT ZONING

ZONED: BG (GENERAL BUSINESS) (CITY OF LAWRENCEVILLE DISTRICT)

MIN. YARD ADJACENT TO PUBLIC STREET

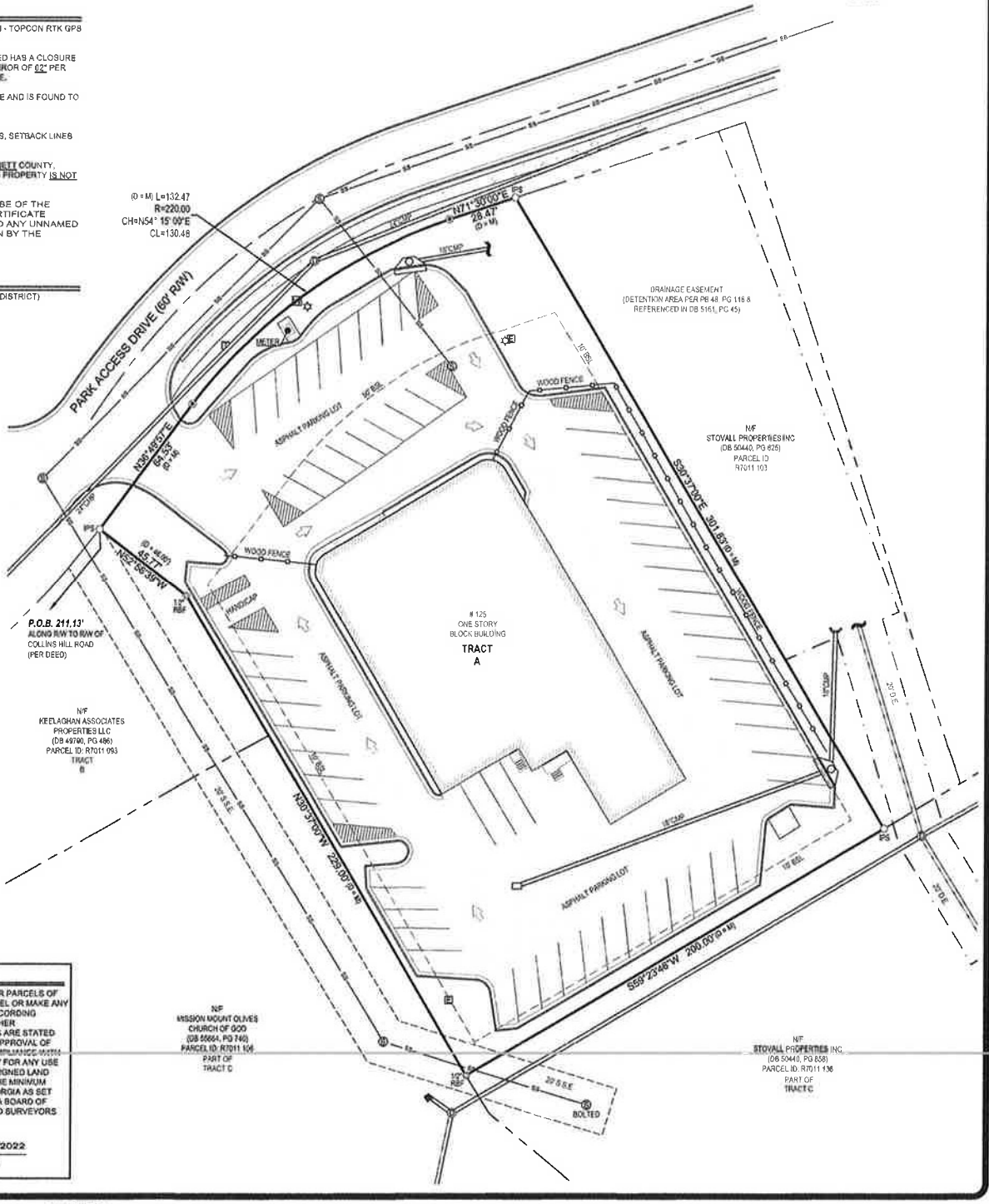
FRONT YARD: 50 FEET

SIDE YARD: 10 FEET

REAR YARD: 10 FEET

LEGEND

- POWER POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- JUNCTION BOX
- SANITARY SEWER MANHOLE
- DROP INLET
- R/W MONUMENT
- SINGLE WING CATCH BASIN
- DOUBLE WING CATCH INLET
- CURB INLET
- HEADWALL
- GAS METER
- GAS VALVE
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- LIGHT POST
- 1/2 IRON PIN SET (IPS)
- REBAR FOUND (RBF)
- CONC. MONUMENT FOUND (CMF)
- CALCULATED POINT
- C.L.F. CHAIN LINK FENCE
- CTF CRIMP TOP PIPE FOUND
- OTF OPEN TOP PIPE FOUND
- IPF IRON PIN OR OR ROD FOUND



GRAPHIC SCALE

30 0 15 30 60

(IN FEET)
1 Inch = 30 ft.

SURVEYORS CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR 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 15-6-67.

6/30/2022
DATE

CULLEN PRESTON HARDEE
REGISTERED LAND SURVEYOR #3144, LSF 001321

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JOB NUMBER: 22-668

GEORGIA REGISTERED NO. 3144 LAND SURVEYOR CULLEN PRESTON HARDEE

PLAT DATE: 6/30/2022
FIELD DATE: 6/27/2022
SCALE: 1"=30'
DRAWN BY: J.A.M.
REVIEWED BY: C.P.H.

REVISIONS
1.
2.
3.
4.

LEGAL REFERENCE:
DEED BOOK: 57121 PAGE: 695
PLAT BOOK: 48 PAGE: 116

SHEET 1 OF 1

AS-BUILT BOUNDARY SURVEY
NR GROUP INVESTMENTS, LLC
TRACT A
LAND LOT 11, 7TH DISTRICT
GWINNETT COUNTY
GEORGIA

1258 CONCORD ROAD SE SUITE 103
SMYRNA, GEORGIA 30080
Ph. (678) 293-5232

VISIT US ON OUR WEBSITE:
www.united-uls.com

UNITED LAND S
COA NO. LSF

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

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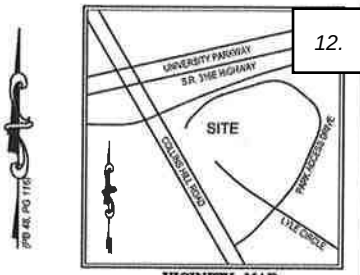

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N.T.S.

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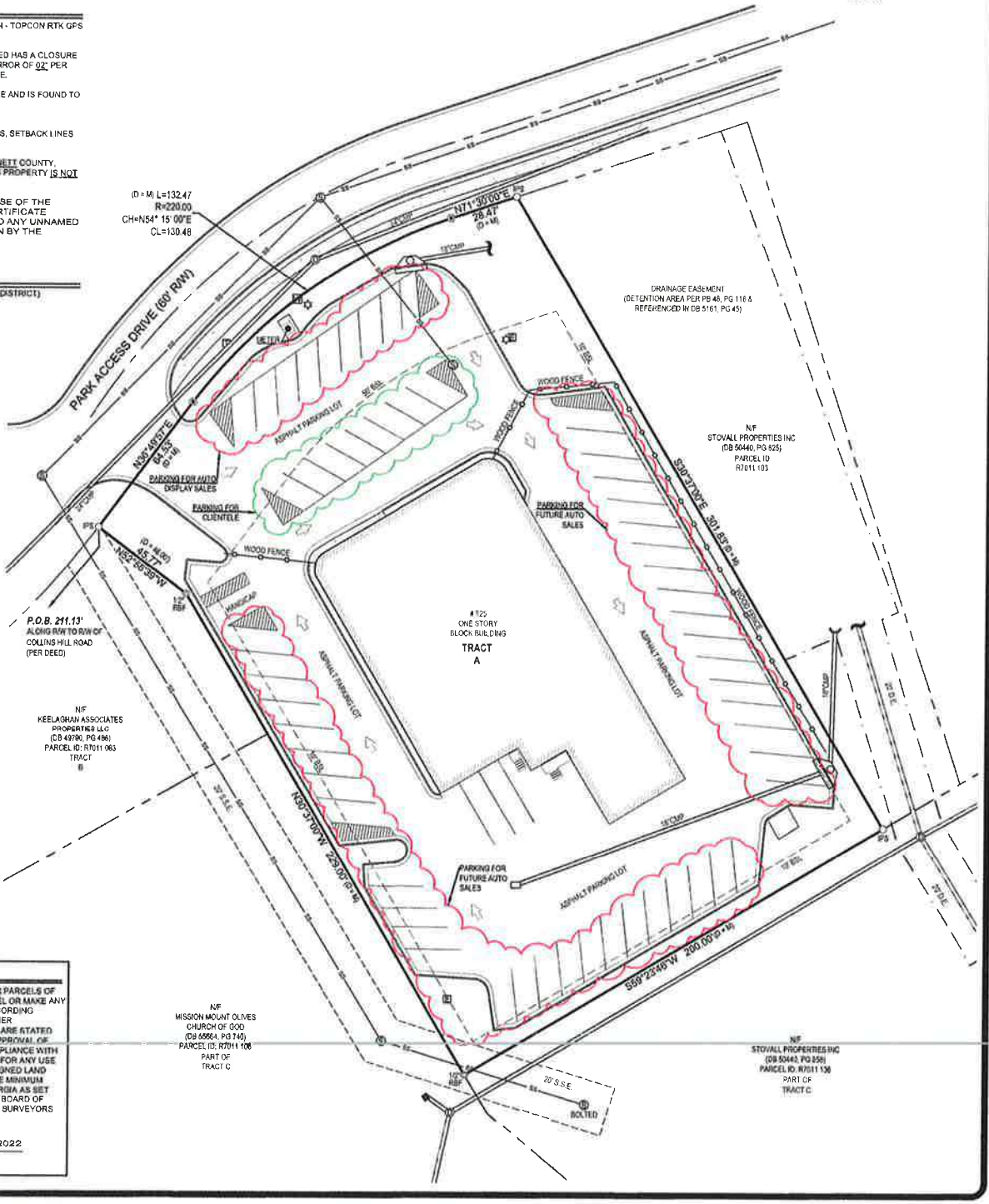

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(IN FEET)
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8/30/2022

CULLEN PRESTON HARDEE — DATE
REGISTERED LAND SURVEYOR #3144, LSF 001321

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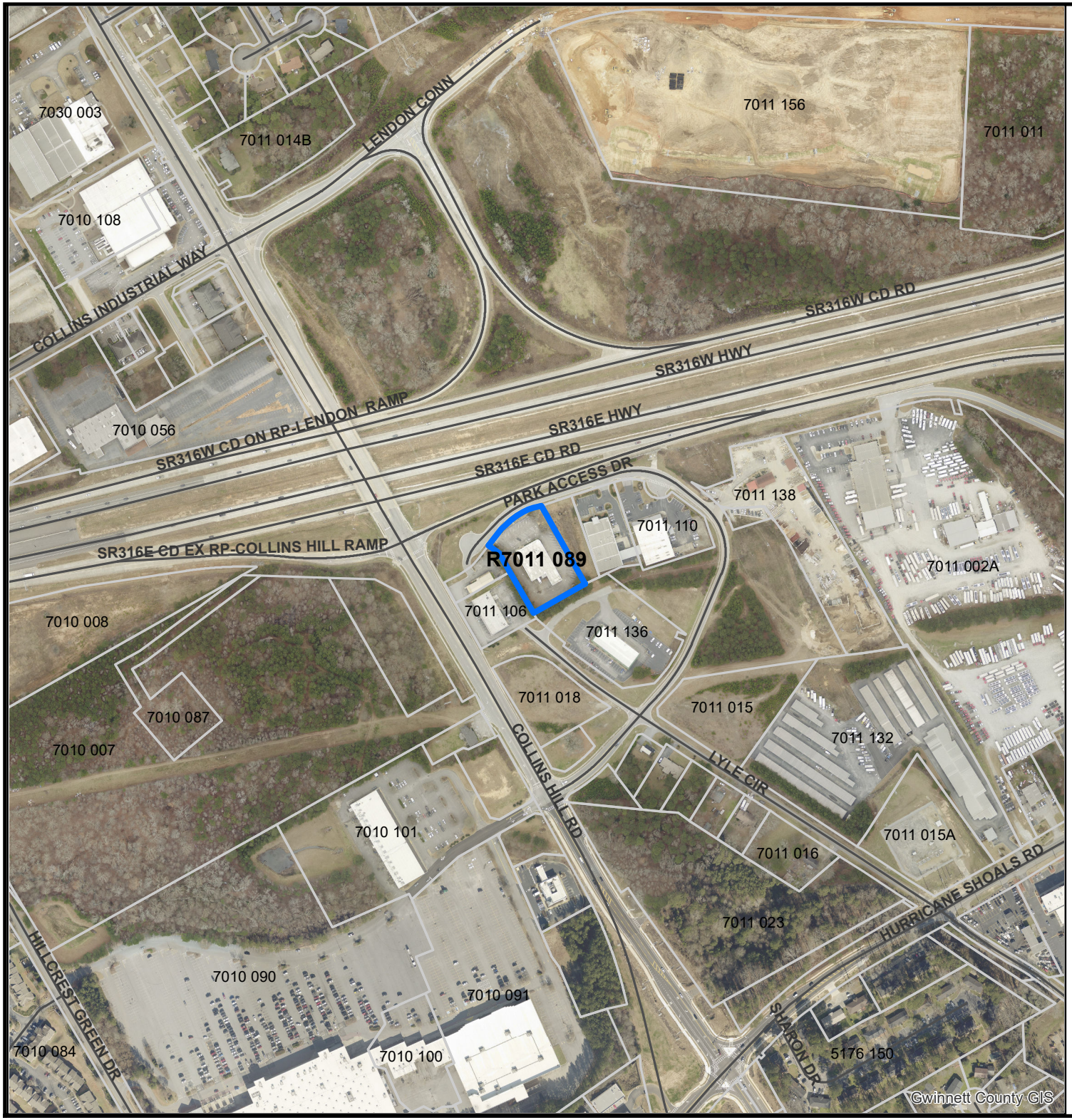
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning



File # SUP2022-00074

Applicant: Maya Radovic

Subject Property

Parcels

Roads

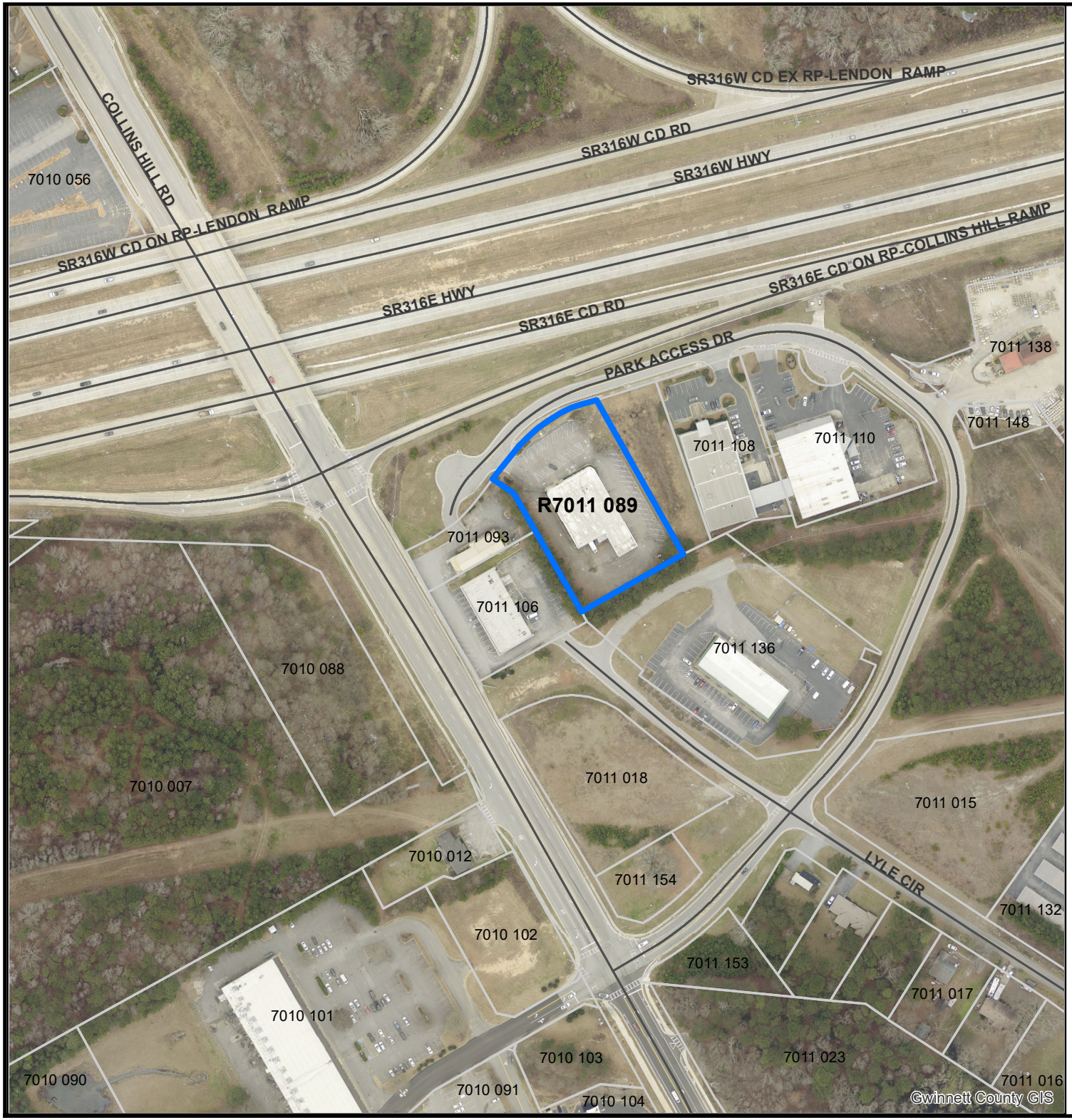
N
W E
S

0 250 500

LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning



File # SUP2022-00074

Applicant: Maya Radovic

Subject Property

Parcels

Roads

N
W E
S

0 125 250

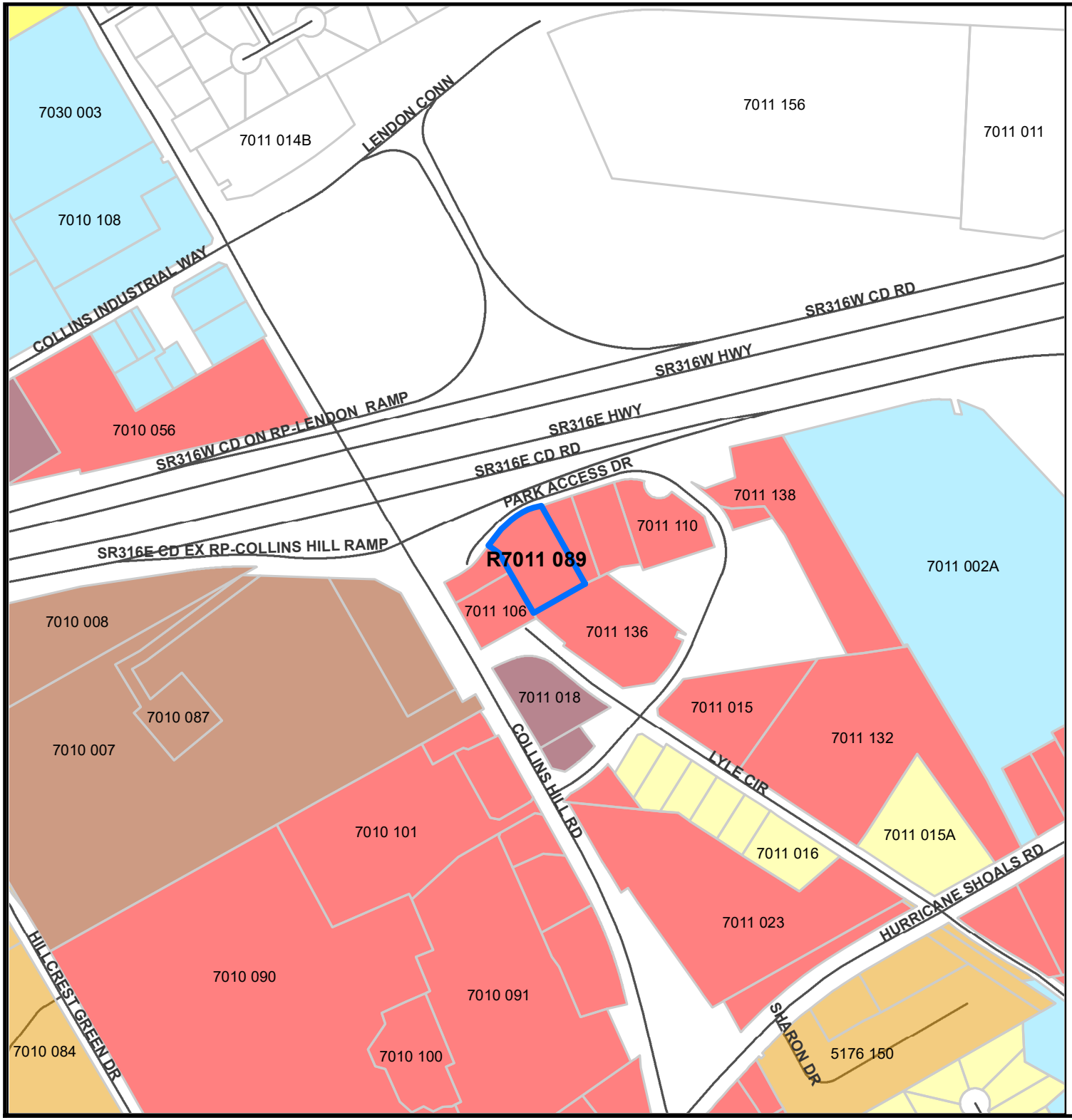
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # SUP2022-00074

Applicant: Maya Radovic



Subject Property

Parcels

Roads

Zoning Districts

- RS-180 Single-Family Residential
- RS-150 Single-Family Residential
- RM-12 Multifamily Residential
- LM Light Manufacturing
- HSB Highway Service Business
- CMU Community Mixed Use
- BG General Business

N W E S

0 250 500

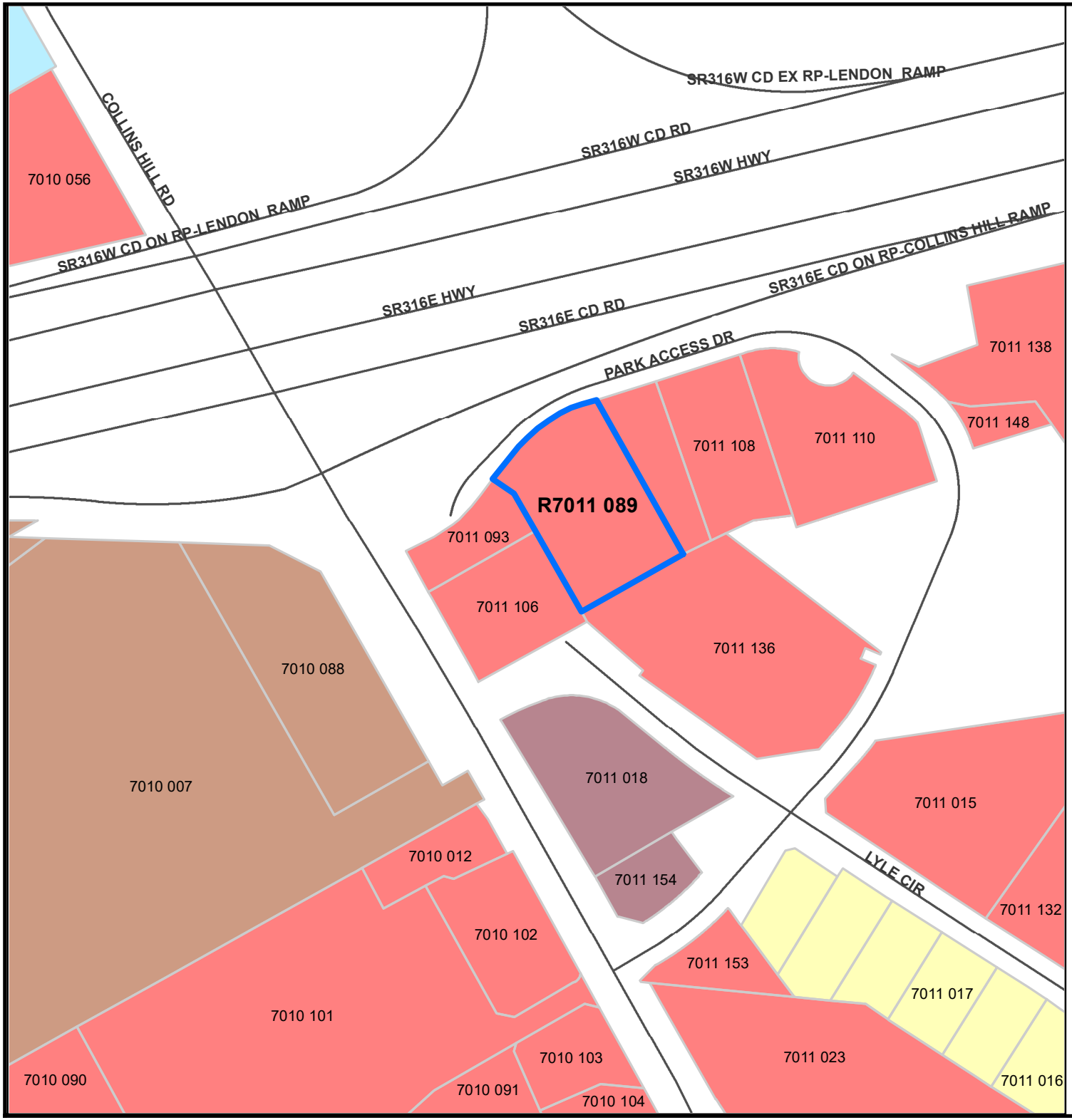
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # SUP2022-00074

Applicant: Maya Radovic



Subject Property
Parcels
Roads

Zoning Districts

RS-150 Single-Family Residential
LM Light Manufacturing
HSB Highway Service Business
CMU Community Mixed Use
BG General Business

N
W E
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0 125 250

LAWRENCEVILLE
GEORGIA

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

Item:	SUP2022-00079; Family Promise of Gwinnett; 757 Moon Road
Department:	Planning and Development
Date of Meeting:	Monday, November 7, 2022
Presented By:	Todd Hargrave, Planning and Development Director
Planning and Development Recommendation:	**Approval with Conditions of Renewal**
Planning Commission Recommendation:	**To be provided at the Work Session Meeting**

Summary: The applicant requests the renewal of the previously approved Special Use Permit pursuant to SUP2020-00032. The previous approval had a two-year sunset.

Attachments/Exhibits:

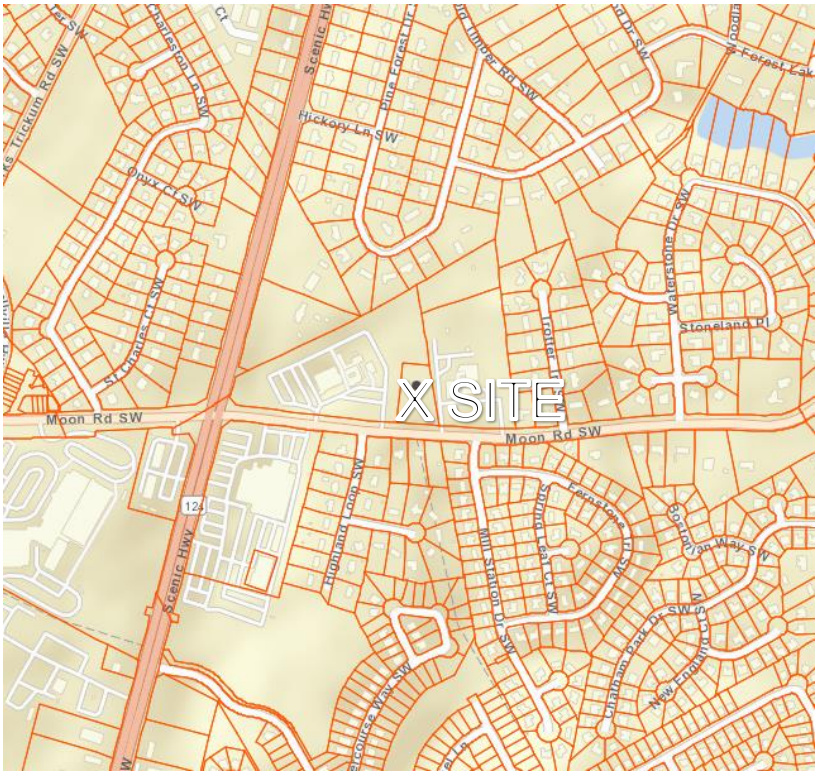
- **SUP2022-00079_REPORT**
- **SUP2022-00079_RECO_09142022**
- **SUP2022-00079_APP_09142022**
- **SUP2022-00079_LOI_09142022**
- **SUP2022-00079_PHOTO_09142022**
- **SUP2022-00079_AERIAL MAP (ZOOMED**
- **SUP2022-00079_AERIAL MAP**
- **SUP2022-00079_ZONE MAP (ZOOMED**
- **SUP2022-00079_ZONE MAP**

LAWRENCEVILLE

Planning & Development

CASE NUMBER:	**SUP2022-00079**
APPLICANT:	FAMILY PROMISE OF GWINNETT COUNTY
CONTACT:	CAROL LOVE
PHONE NUMBER:	404.936.5588
LOCATION:	757 MOON ROAD
PARCEL ID:	R5117 701
ACREAGE:	1.25
ZONING PROPOSAL:	RENEWAL OF SPECIAL USE PERMIT
PROPOSED DEVELOPMENT:	TO ALLOW A SHELTER HOMELESS
DEPARTMENT RECOMMENDATION:	**APPROVAL**

VICINITY MAP



LAWRENCEVILLE

Planning & Development

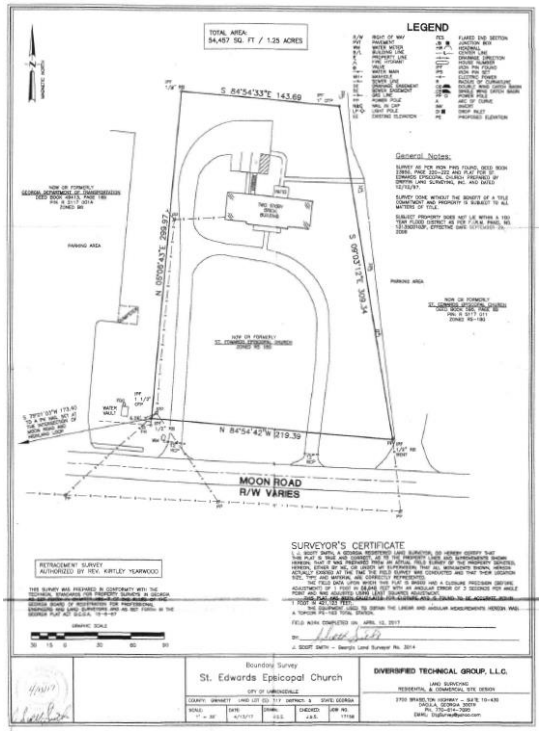
ZONING HISTORY:

In 1970, the subject property was zoned RS-180 (Single-Family Residential District). The property has been zoned OI (Office Institutional District), with a Special Use Permit allowing a Shelter, Homeless facility since 2020, pursuant to RZC2020-00016 and SUP2020-00032.

PROJECT SUMMARY

The applicant requests the renewal of a Special Use Permit to allow a City Council-approved Shelter, Homeless facility to continue to operate from the property. The property consists of a 1.25-acre parcel, and a two-story commercial structure providing a place of temporary residence relating to situational homelessness. The site is owned by a neighboring Place of Worship and operated by Family Promise of Gwinnett County. The subject property is located along the northern right-of-way of Moon Road, just east of its intersection with Scenic Highway.

LAND SURVEY



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ZONING AND DEVELOPMENT STANDARDS

Article 1 Districts, Section 102.10, B. Lot Development Standards

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Lot Area	*20,000 sq. ft.*	*54,457 sq. ft.*	*NA*
Minimum Lot Width	*100 feet*	*219.39 feet*	*NA*
Minimum Front Yard Setback	*50 feet*	*NA*	*NA*
Minimum Rear Yard Setback	*40 feet*	*NA*	*NA*
Minimum Side Yard Setback	*10 feet*	*NA*	*NA*
Minimum Heated Floor Area	*NA*	*NA*	*NA*

On September 28, 2020, the Mayor and City Council approved an Ordinance to the amend the Zoning Ordinance by approving a request to zone a property from RS-150 (Single-Family Residential District) to OI (Office Institutional District), with a Special Use Permit allowing a Shelter, Homeless facility, pursuant to RZC2020-00016 and SUP2020-00032, which reads as follows:

RZC2020-00016

Approval as OI (Office Institutional District), allowing a Shelter, Homeless facility, subject to the following enumerated conditions:

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

    A. *Limited to a Shelter, Homeless facility providing a place of temporary residence relating to situational homelessness, care and counseling for an average period of 90 days. The facility shall be limited to a maximum of 15 individuals (clients) at any given time.*

    B. *The day-to-day operations of the situational Shelter, Homeless facility shall be limited to Family Promise of Gwinnett only. In the event, Family Promise of Gwinnett vacates the premises or ceases operations of the*

situational Shelter, Homeless facility Family Promise of Gwinnett shall notify the Planning and Development Department within 30 days of vacating the subject property.

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

   A. *The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.*

   B. *The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.*

   C. *Provide and maintain a 25-foot buffer along the eastern property line. The existing encroachments of impervious surfaces shall be allowed subject to the review and approval of the Planning and Development Department. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.*

   D. *Provide a 10-foot Landscape Strip adjacent to the right-of-way Moon Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.*

   E. *The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.*

   F. *Ground Signage shall be prohibited.*

   G. *Wall signage shall be prohibited.*

   H. *Billboards and oversized signs shall be prohibited.*

   I. *All grassed areas shall be sodded.*

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J. *Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.*

K. *No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.*

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

M. *Peddlers and/or parking lot sales shall be prohibited.*

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

O. *Only the backyard may be fenced.*

SUP2022-00032

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

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

A. *Limited to a Shelter, Homeless facility providing a place of temporary residence relating to situational homelessness, care and counseling for an average period of 90 days. The facility shall be limited to a maximum of 15 individuals (clients) at any given time.*

B. *The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.*

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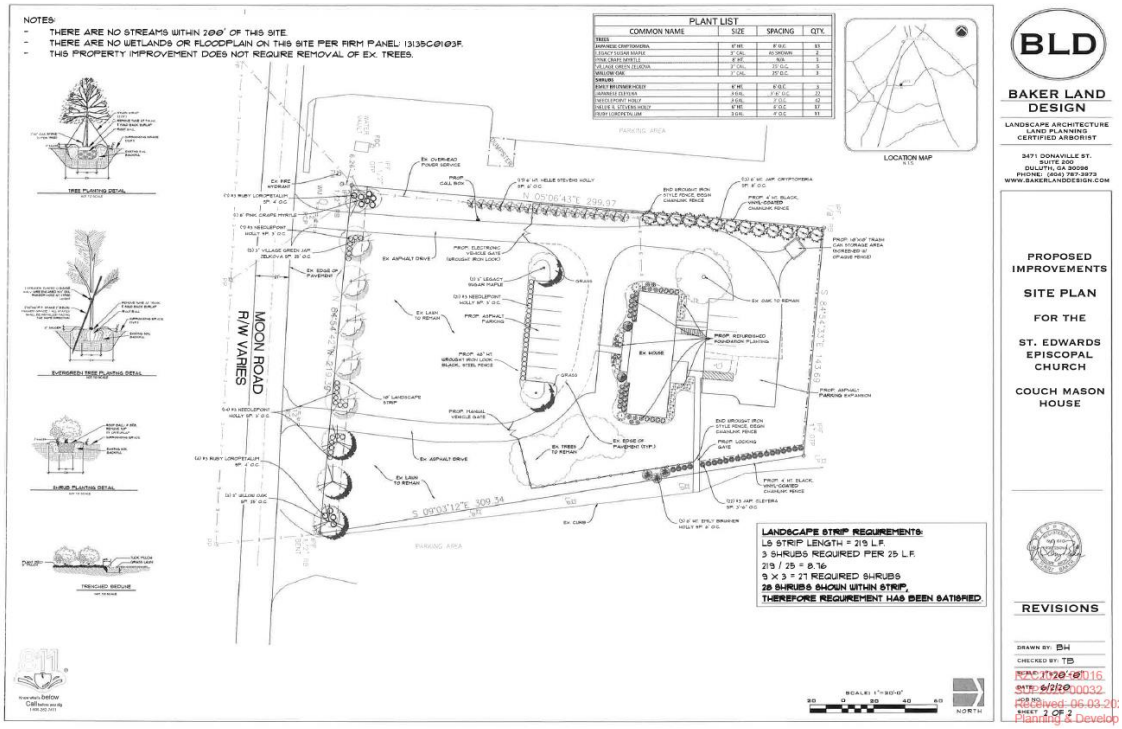
C. The Shelter, Homeless facility shall be limited to the applicant/tenant of record. In the event, the applicant/tenant of record vacates the premises or ceases operations of the Shelter, Homeless facility the Special Use Permit shall be considered voided and terminated.

In conclusion, the applicant has successfully satisfied the City Council approved conditions of zoning, which included compliance with all applicable electrical, development, life safety, mechanical, plumbing and structural codes. SUP2020-00032, Condition 2.B. requires compliance with the various rules and regulations on a continual basis, therefore the conditions of zoning were designed with a clause requiring the renewal of the Special Use Permit after a two-year period. Based on the applicant cooperation and maintaining compliance with the condition of zoning staff would support a request allow the Shelter, Homeless facility to continue providing a place of temporary residence relating to situational homelessness.

SITE PLAN



Received: 06.03.20
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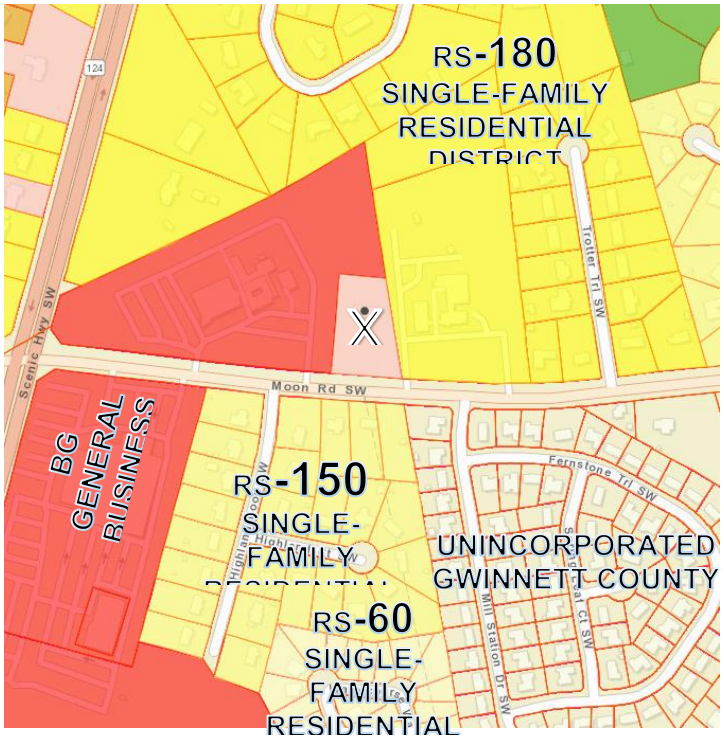
SURROUNDING ZONING AND USE

The surrounding area is characterized by a variety of uses and zoning. Immediately adjacent to the subject property are institutional place of worship facilities; to the west and north is the BG zoned Pleasant Hill Baptist Church, and further to the north is the RS-180 zoned Forest Hills single-family subdivision. Immediately to the east is the RS-180 Saint Edwards Episcopal Church, and further to the east is the RS-180 zoned Trotter Hills and RS-150 (Single-Family Residence District) zoned Waterstone Place single-family subdivisions. To the south, across Moon Road is the R-ZT zoned River Mill Station single-family subdivision located in unincorporated Gwinnett County, and the RS-150 zoned Scenic Highlands single-family subdivision located within the city limits. To the south and west, across both Moon Road and Scenic Highway are commercial, and institutional uses and zoning in the immediate area.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



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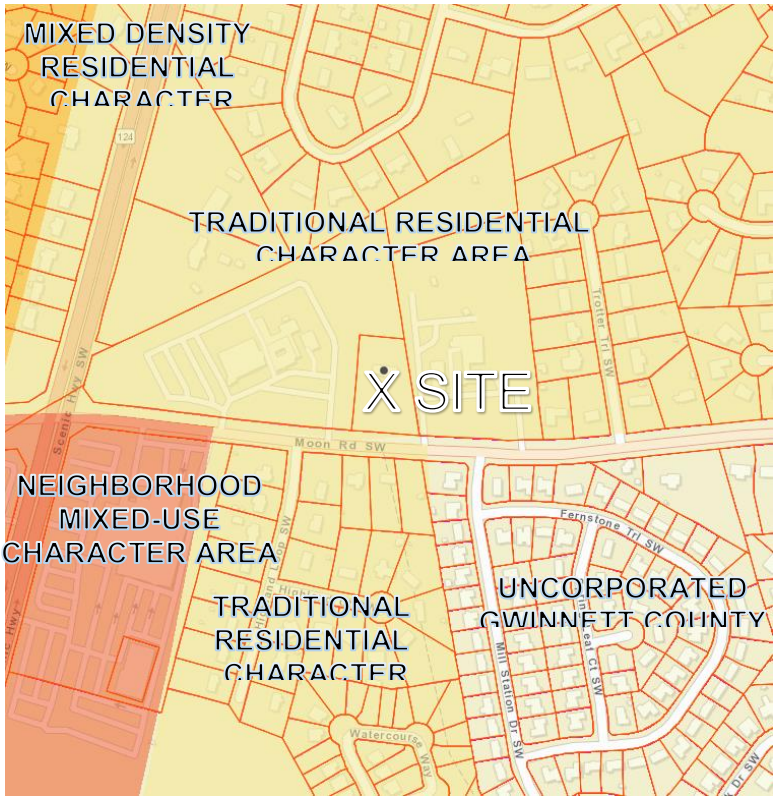
2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Traditional Residential Character Area. This Character Area 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; which could include a small-scale civic or public as requested. As proposed, the requested renewal of a Special Use Permit would be consistent with the policies of the 2040 Comprehensive Plan.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



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STAFF RECOMMENDATION

In conclusion, the applicant's continued cooperation and compliance with the demands associated with the development of the property and compliance with the conditions of zoning are an example for others to follow. The City Council, applicant, community leaders, and various volunteers were all committed to a dream to create a clean and safe environment for those in need and a determination to assist those individual needing assistance with situational homelessness. Given the aforementioned factors, the Planning and Development Department recommends the **APPROVAL** of the request.

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

BUILDING INSPECTIONS

No comment

CODE ENFORCEMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment

ENGINEERING DEPARTMENT

No comment

GAS DEPARTMENT

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 the adjacent and nearby property.**

   The renewal of a Special Use Permit could be suitable given the cooperation and compliance on behalf of the applicant.

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

   The renewal of a Special Use Permit will not adversely affect the existing use or usability of neighboring Places of Worship or single-family uses and zoning.

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

   The property has a reasonable economic use as currently zoned.

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

   Impacts on public facilities would be anticipated in the form of traffic, utility demand, stormwater runoff, and schools; however, these impacts would be mitigated with the continued compliance with the conditions of zoning.

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

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

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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.**

The request represents an opportunity to maintain consistency with the long-range plans of the City of Lawrenceville.

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familypromisegwinnett.org

FamilyPromise

of Gwinnett County

Gwinnett's 90-day program for children and their families experiencing temporary homelessness

THANK YOU TO THE 50 COMPANIES THAT CAME TOGETHER TO TURN THE PROMISE HAVEN DREAM INTO A REALITY.

Family Promise of Gwinnett would like to say a huge thank you to all of the companies that donated their time, services, and materials to help bring alive the dream of Promise Haven.

ORDNER · MW Metro Waterproofing Inc. · Russell Landscape · BCA-Studios Architects · Baker Land Design · Horizon Soils · AKA Tree Service · ERS Roads & Bridges · JOFT Enterprise LLC · Leonhardt Pipe & Supply, Inc. · SiteOne Landscape Supply · WJPA · Carter Lumber · A&M Concrete · C. Love Contracting · The Fountain · Progressive Lighting · Bob Bailey's Appliance Co. · Trash Panda · WCS · OnSyte Septic Service · Andrew Electric Company Incorporated · FireSystems Inc. All Services One Company · Rocklyn Homes · John Payne Company Est. 1970 · Mitsubishi Electric Changes for the Better · Reliable · southern sod sales installation · Steamatic Restoration | Construction | Cleaning · Strictly Mechanical · AGCO, Inc. A Georgia Company · DGR Mulch Cumming, Ga. · NG Turf Farm Fresh Sod · GS · LDI Reprinting Centers · Panther Plumbing · Atlanta Flooring Design Centers · Ernst Enterprises, Inc. · Zurn Plumbing Service · GEI Griffith Engineering · PDI Rely on Us · Wiginton Fire Systems · Core & Main · Graydaze Contracting · Cyclone Land Development · Buffington Burns Electric, Inc. · Southern Strong Construction · United Site Services · Atlanta Winsupply Fire • Sprinkler • Fabrication · Lone Pine

We are grateful for our Promise Haven Dream Team

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LAWRENCEVILLE
GEORGIA

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

Item:	RZC2020-00016 & SUP2020-00032; Family Promise of Gwinnett County; 757 Moon Road
Department:	Planning and Development
Date of Meeting:	Monday, September 28, 2020
Applicant Request:	Rezoning from RS-180 to BG, with a Special Use Permit
Presented By:	Todd Hargrave
Department Recommendation:	DENIAL
Planning Commission Recommendation:	Approval with Planning Commission recommended conditions

---

Summary: The applicant requests rezoning of a 1.25-acre parcel from RS-180 (Single-Family Residence District) to BG (General Business District), along with a Special Use Permit to allow a Homeless Shelter. The subject property is located along the northern right-of-way of Moon Road, just east of its intersection with Scenic Highway.

Attachments/Exhibits:

- RZC2020-00016 & SUP2020-00032 Final Report
- RZC2020-00016 & SUP2020-00032 Attachments
- RZC2020-00016 & SUP2020-00032 PC Recommended Conditions
- RZC2020-00016 SUP2020-00032_Council Conditions - DS
- RZC2020-00016 SUP2020-00032_ Promise Haven 9-21-2020 Presentation v2

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

CASE NUMBER:	RZC2020-00016 & SUP2020-00032
APPLICANT:	FAMILY PROMISE OF GWINNETT COUNTY
CONTACT:	CAROL LOVE
PHONE NUMBER:	404.936.5522
ZONING CHANGE:	RS-180 TO BG
LOCATION:	757 MOON ROAD
PARCEL ID:	R5117 701
ACREAGE:	1.25
PROPOSED DEVELOPMENT:	TO ALLOW A SHELTER, HOMELESS, WITH THE APPROVAL OF A SPECIAL USE PERMIT
DEPARTMENT RECOMMENDATION:	**DENIAL**

ZONING HISTORY:

The property has been zoned RS-180 (Single-Family Residence District) since 1970.

PROJECT DATA:

The applicant requests rezoning of a 1.25-acre parcel from RS-180 (Single-Family Residence District) to BG (General Business District), along with a Special Use Permit to allow a Homeless Shelter. The subject property is located along the northern right-of-way of Moon Road, just east of its intersection with Scenic Highway. The property is developed with a two-story single-family dwelling that is currently owned by a neighboring Place of Worship facility.

According to the submitted materials, the subject property and structure were used in the past to house families in need of assistance; however, the facility was operated without the necessary approvals or permits from the city. Therefore, the Family Promise of Gwinnett County (applicant), along with Saint Edwards Episcopal Church, is requesting approval from the city to allow housing for families in need of assistance. The applicant intends to utilize the two-story single-family dwelling, containing approximately 3,000 square feet, to house four families or 15 people; which may include an on-site overnight supervisor. The facility would consist of four bedrooms, bathrooms, a kitchen, and other common areas typically found in a family dwelling. Occupants would be required to meet certain criteria; which include but not limited to telephone screening, background checks, and providing their transportation. If accepted into the program, occupancy of the facility could range from one week to 90 days; however, this is contingent upon certain

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thresholds that must be achieved which requires the occupants (adults) to secure affordable housing and employment. Additionally, the applicant proposes improvements to the facility that could consist of an expansion of the existing sewage disposal system, the modification of the existing garage into living quarters for the on-site supervisor, paved parking, and various other improvements.

The property lies within the Traditional Residential Character Area of the 2040 Comprehensive Plan and Future Development Map. This character area consists predominantly of 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. The introduction of a Homeless Shelter could be considered to be contrary to the intent of the Plan.

The surrounding area is characterized by a variety of uses and zoning. Immediately adjacent to the subject property are institutional place of worship facilities; to the west and north is the BG zoned Pleasant Hill Baptist Church, and further to the north is the RS-180 zoned Forest Hills single-family subdivision. Immediately to the east is the RS-180 Saint Edwards Episcopal Church, and further to the east is the RS-180 zoned Trotter Hills and RS-150 (Single-Family Residence District) zoned Waterstone Place single-family subdivisions. To the south, across Moon Road is the R-ZT zoned River Mill Station single-family subdivision located in unincorporated Gwinnett County, and the RS-150 zoned Scenic Highlands single-family subdivision located within the city limits. To the south and west, across both Moon Road and Scenic Highway are commercial, institutional, and multifamily uses and zoning located with the city limits. A Shelter, Homeless at this location could be considered to be inconsistent with the established development pattern and uses in the immediate area.

In conclusion, the requested Rezoning and Special Use Permit may not conform with recommendations of the Comprehensive Plan, which were designed to protect the established single-family neighborhoods in the immediate area. Therefore, the Planning and Development Department recommends **DENIAL** of the requested rezoning and Special Use Permit.

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No Comment

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

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PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS

RZC2020-00016:
Approval as BG (General Business District) for a Shelter, Homeless facility, subject to the following enumerated conditions:

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

    A. Limited to a Shelter, Homeless facility providing a temporary place of residence and counseling for up to a maximum of 14 individuals (clients).

2. To satisfy the following site development considerations:

    A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.

    B. The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.

    C. Provide and maintain a 75-foot buffer along the eastern property line. The existing encroachments of impervious surfaces shall be allowed subject to the review and approval of the Planning and Development Department. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.

    D. Provide a 10-foot Landscape Strip adjacent to the right-of-way Moon Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.

    D. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.

    E. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.

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

G. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10-foot landscape strip.

H. Wall signage shall be prohibited.

I. Billboards and oversized signs shall be prohibited.

J. All grassed areas shall be sodded.

K. Underground utilities shall be provided throughout the development.

L. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.

M. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.

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

O. Peddlers and/or parking lot sales shall be prohibited.

P. Outdoor storage shall be prohibited.

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

R. Outdoor storage and overnight parking shall be prohibited.

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PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS

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

SUP2020-00032:
Approval of Special Use for a Shelter, Homeless facility, subject to the following enumerated conditions:

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

   A. Shelter, Homeless facility and its associated accessory use structures.

   B. The maximum number of people allowed at any given time shall be 15.

2. To satisfy the following site development considerations:

   A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *No.*

2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *Yes*.

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

4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*

5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *No.*

6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *Yes.*

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LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Family Promise of Gwinnett County	NAME: St. Edwards Episcopal Church
ADDRESS: 3495B Sugarloaf Parkway	ADDRESS: 737 Moon Road
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30046

CONTACT PERSON: Carol Love PHONE: 404-936-5522

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

PRESENT ZONING DISTRICT(S): RS-180 REQUESTED ZONING DISTRICT: BG

PARCEL NUMBER(S): 5117 701 ACREAGE: 1.5

ADDRESS OF PROPERTY: 737 Moon Road, Lawrenceville GA 30046

Carol Love 6-3-2020
SIGNATURE OF APPLICANT DATE

John Talipsky Jr. 6/3/2020
SIGNATURE OF OWNER DATE

Carol Love on behalf of Family Promise of Gwinnett
TYPED OR PRINTED NAME

Lisa Kay King
NOTARY PUBLIC

6/3/2020
DATE

LISA KAY KING NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA August 20, 2022

John Talipsky Jr. on behalf of St. Edwards Episcopal Church
TYPED OR PRINTED NAME

Lisa Kay King
NOTARY PUBLIC

6/3/2020
DATE

LISA KAY KING NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA August 20, 2022

RZC2020-00016
SUP2020-00032
Received: 06.03.2020
Planning & Development

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RECEIVED 09-14-2022
PLANNING AND DEVELOPMENT

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Family Promise of Gwinnett County	NAME: St. Edwards Episcopal Church
ADDRESS: 3495B Sugarloaf Parkway	ADDRESS: 737 Moon Road
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30046
PHONE: 678-376-8950	PHONE: 770-963-6128

CONTACT PERSON: Carol Love PHONE: 404-936-5522

CONTACT'S E-MAIL: clove@familypromisegwinnett.org

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

ZONING DISTRICT(S): RS-180 ACREAGE: 1.25

PARCEL NUMBER(S): 5117 701

ADDRESS OF PROPERTY: 737 Moon Road, Lawrenceville GA 30046

PROPOSED SPECIAL USE: Housing facility for children and families experiencing homelessness for up 90 days.

Carol Love 6/2/2020
SIGNATURE OF APPLICANT DATE

John Talipsky Jr. 6/2/2020
SIGNATURE OF OWNER DATE

Carol Love on behalf of Family Promise of Gwinnett
TYPED OR PRINTED NAME

John Talipsky Jr. on behalf of St. Edwards Episcopal Church
TYPED OR PRINTED NAME

LISA KAY KING NOTARY PUBLIC GEORGIA EXPIRES August 20, 2023 GWINNETT COUNTY

Lisa Kay King 6/2/2020
NOTARY PUBLIC DATE

LISA KAY KING NOTARY PUBLIC GEORGIA August 20, 2023 GWINNETT COUNTY

Lisa Kay King 6/2/2020
NOTARY PUBLIC DATE

RZC2020-00016
SUP2020-00032
Received: 06.03.2020
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PLANNING AND DEVELOPMENT

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

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GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 117 - 5117 701
(Map Reference Number) District Land Lot Parcel

Carol Love 6-2-2020
Signature of Applicant Date

Carol Love, Executive Director for Family Promise of Gwinnett County
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)

Julie Smith
NAME

TSA II
TITLE

6-2-2020
DATE

RZC2020-00016
SUP2020-00032
Received: 06.03.2020
Planning & Development

SUP2022-00079
RECEIVED 09-14-2022
PLANNING AND DEVELOPMENT

FamilyPromise
of Gwinnett County

3495B Sugarloaf Parkway
Lawrenceville, GA 30044
678-376-8950

June 3, 2020

Mr. Todd Hargrave
Director, Planning and Development Office
City of Lawrenceville
70 S Clayton St
Lawrenceville, GA 30044

Dear Mr. Hargrave,

Family Promise of Gwinnett is submitting an application for a Special Use Permit to change the zoning for house on their property to change from RS-180 to BG.

St. Edwards Episcopal Church is proposing to lease the house on their property to Family Promise of Gwinnett as a place to house the families they serve. St. Edwards Episcopal Church is to enter into a five-year lease agreement with the option to extend the lease in one year increments for up to at least 10 years

Family Promise of Gwinnett (FPOG) is one of 200 affiliates of the national Family Promise program. Our mission is to bring existing local resources together to help homeless children and their families regain their housing and their independence, while maintaining their dignity. FPOG's ongoing Hospitality Program is dependent on the more than 30 congregations are involved in this initiative, providing shelter, meals, and a hospitable environment for our guest families. We solicit host and support congregations, train their volunteers, and support each congregation's volunteer coordinator.

Since the threat of COVID-19, all our host churches have been closed and we have had to find housing for our families. At the time of these changes began, FPOG had one family of six that needed to be moved from a church quickly. They were placed in an extended-stay motel, initially for four weeks. This was an expense that FPOG would not be able to sustain for a long period of time. The sudden loss of face-to-face hosting by volunteers also necessitated the purchase of grocery gift cards for the family, another increase in expenditures. As this extended-stay motel time continued, St. Edwards Episcopal Church offered a house located on their property, located at 737 Moon Road, Lawrenceville, as a place for the family to stay. The home needed flooring, paint, furniture, and more. Through the work of many volunteers from St. Edwards, FPOG and others from the community and some donations, the downstairs portion of the home was transformed and the family of six moved from the motel to the house.

St. Edwards has now offered to lease this house to FPOG for the use of housing guest families going forward. This would be done instead of host churches housing the families in their churches. This change would make the house a static location for FPOG to house guest families, no more than four families and no more than 14 people.

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As the house is now, there are five bedrooms, three full baths and one half bath. The house is approximately 3,000 square feet. Some of the changes FPOG would do to the house to serve as the Promise Haven facility:

- Either install a larger septic system or connect to the sewer that is available on Moon Road.
- Provide a paved parking area in front of the house.
- Provide custom bunk beds that will be in each bedroom to allow for sleeping of three to five individuals.
- There will be two bedrooms with a connecting door to convert two rooms into a large room for a family of 6 to utilize.
- Build out the closed garage to make an efficiency apartment. This would include the additional of a small kitchen and bathroom. This would house an on-site resident which is their primary residences and is responsible for overnight oversite of the families Sunday through Thursday, 8:30p-7:00a, each week. Volunteers would cover this time each Friday and Saturday evening.
- Families will be at the site from 5:30pm to 7:30am Monday – Friday with the possibility to stay on Saturday – Sunday all day. There must be a staff member or two volunteers on site at all times while the families are present.
- This location will allow FPOG to serve families that do not have transportation as the bus stop is located just two blocks away.
- Add fence for increased security
- Improved landscaping

FPOG guest families are in the program for up to 90 days. The initial telephone screening process for a family establishes that they are homeless or facing eviction; own a reliable vehicle; have six or less family members needing services; single parent or legally married two-parent family; not the victim or have an active threat of domestic violence; is employed or willing and able to be employed within 30 days. If the family cannot fit into any of these parameters, they are not considered further, but given referrals to other organizations for possible assistance.

- After passing the initial screening, there are more requirements for the family.
- All family members 18 and over must pass a background check.
- Birth certificates and social security cards for each family must be presented.
- There must be proof of ownership and insurance for the family's vehicle.
- Must get a TB test and show results.

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of Gwinnett County

3495B Sugarloaf Parkway
Lawrenceville, GA 30044
678-376-8950

- Children must be up-to-date with immunizations.
- While in the program, the working family member provides bank statements, pay records and puts a set amount of money into a savings account.
- Each family is required to be looking for affordable permanent housing with the goal of accomplishing this within 90 days from entering the program.

Occupancy Rules

The ordinance established minimum room width and height requirements as well as minimum square footage requirements of dwelling units based on the number of occupants residing in the dwelling. Every bedroom occupied by one (1) occupant must contain at least 70 square feet and bedrooms occupied by more than one occupant must contain at least 50 square feet per person. Kitchens, bathrooms, living rooms, and non-habitable spaces cannot be used for sleeping purposes. This regulation does not apply to guests whose occupancy is not to last longer than one (1) week.

Occupancy break out for Promise Haven house.

Bedroom 1 (Downstairs) – approx. 200 sq. ft., 4 individuals

Bedroom 2 (Upstairs) – approx. 210 sq. ft., 4 individuals

Bedroom 3 (Upstairs) – approx. 200 sq. ft., 4 individuals

Bedroom 4 (Upstairs) – approx. 150 sq. ft., 3 individuals

According to Gwinnett County occupancy rules the total possible individuals to stay in shelter part of house is 15.

Thank you for your consideration.

Sincerely,

Carol Love

Carol Love
Executive Director, Family Promise of Gwinnett

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Legal Description: Metes and Bounds

Legal Description for Property at 757 Moon Road, Lawrenceville, GA 30046, Land Lot 117 of the 5th land district of Gwinnett County, Georgia containing 1.249 acers. Transcribed from plat book 0 page 288 Gwinnett County plat records as follows:

TO LOCATE THE TRUE POINT OF BEGINNING, BEGIN at the iron pin located at the common corner of Land Lots 116, 117, 140, and 141, of Said District; thence run in a Southwesterly direction along the Land Lot Line common to Land Lots 116 and 117 a distance of 1,376.1 feet to an iron pin; thence run South 10 degrees East 422.6 feet to an iron pin, being the True Point of Beginning; thence run along the property of R.J. Young South 10 degrees East 309.2 feet to an iron pin on the Northern Right of Way of Moon Road; thence run North 85 degrees 53 minutes West 219.1 feet along the Northern Right of Way of Moon Road to an iron pin; thence run North 4 degrees 07 minutes East 300 feet to an iron pin; thence run South 85 degrees 53 minutes East 143.7 feet to an iron pin, being the TRUE POINT OF BEGINNING.

RZC2020-00016
SUP2020-00032
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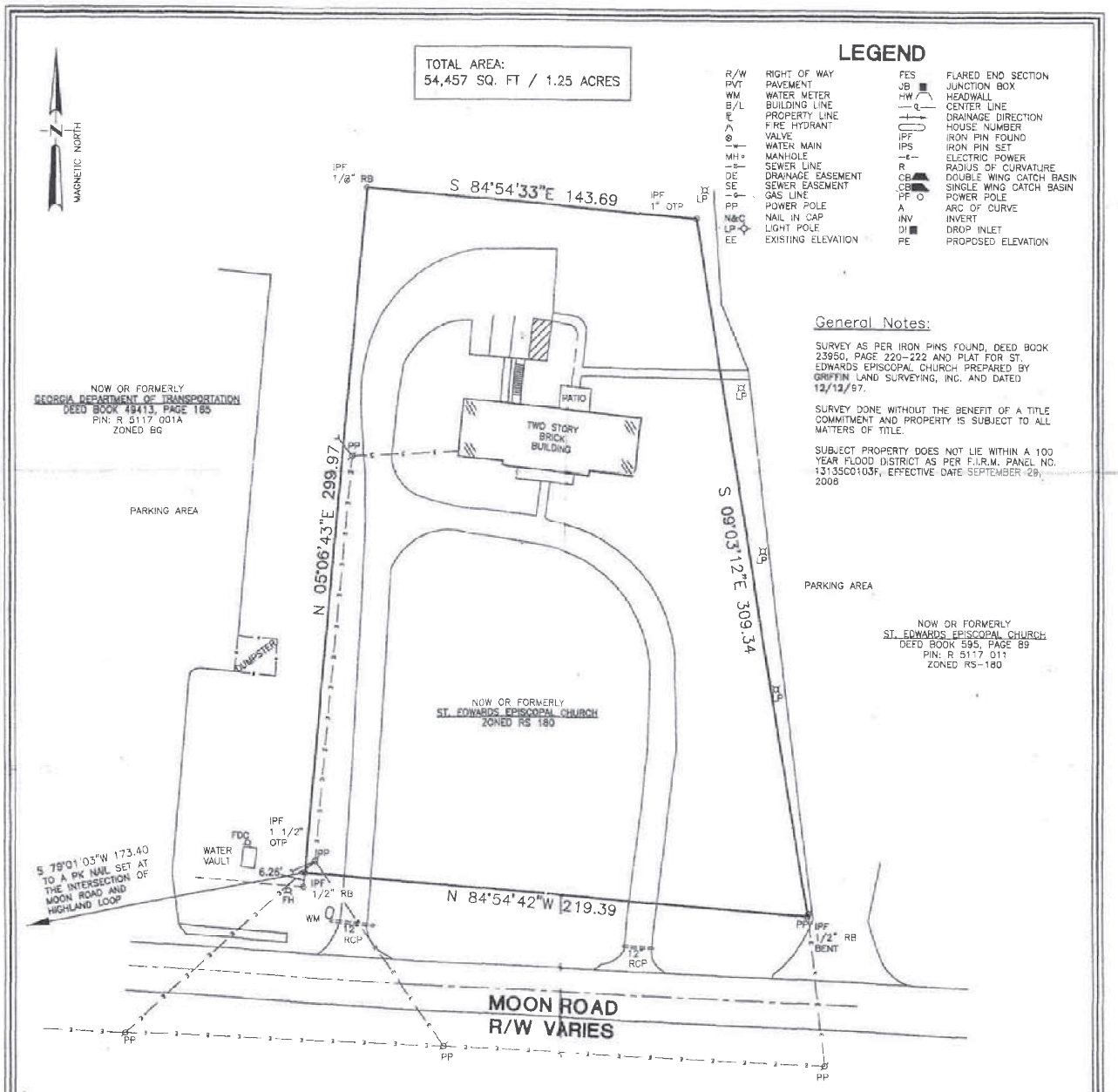

RETRACEMENT SURVEY
AUTHORIZED BY REV. KIRTLEY YEARWOOD

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67

GRAPHIC SCALE
30 15 0 30 60 90

SURVEYOR'S CERTIFICATE

I, J. SCOTT SMITH, A GEORGIA REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AS TO THE PROPERTY LINES AND IMPROVEMENTS SHOWN HEREON; THAT IT WAS PREPARED FROM AN ACTUAL FIELD SURVEY OF THE PROPERTY DEPICTED HEREON, EITHER BY ME, OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN, HEREON ACTUALLY EXISTED AT THE TIME THE FIELD SURVEY WAS CONDUCTED AND THAT THEIR LOCATION SIZE, TYPE AND MATERIAL ARE CORRECTLY REPRESENTED.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION (BEFORE ADJUSTMENT) OF 1 FOOT IN 56,848 FEET WITH AN ANGULAR ERROR OF 3 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES ADJUSTMENT.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 421,123 FEET.

THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREON WAS: A TOPCON PS-103 TOTAL STATION.

FIELD WORK COMPLETED ON APRIL 12, 2017

BY: J. Scott Smith

J. SCOTT SMITH – Georgia Land Surveyor No. 3014

4/13/17

Boundary Survey
St. Edwards Episcopal Church
CITY OF LAWRENCEVILLE
COUNTY: GWINNETT LAND LOT (S): 117 DISTRICT: 5 STATE: GEORGIA

SCALE:	DATE:	DRAWN:	CHECKED:	JOB NO.
1" = 30'	4/13/17	J.S.S.	J.S.S.	17156

DIVERSIFIED TECHNICAL GROUP, L.L.C.
LAND SURVEYING
RESIDENTIAL & COMMERCIAL SITE DESIGN
2700 BRASELTON HIGHWAY – SUITE 10-430
DACULA, GEORGIA 30019
PH. 770-614-7095
EMAIL: DtgSurvey@yahoo.com

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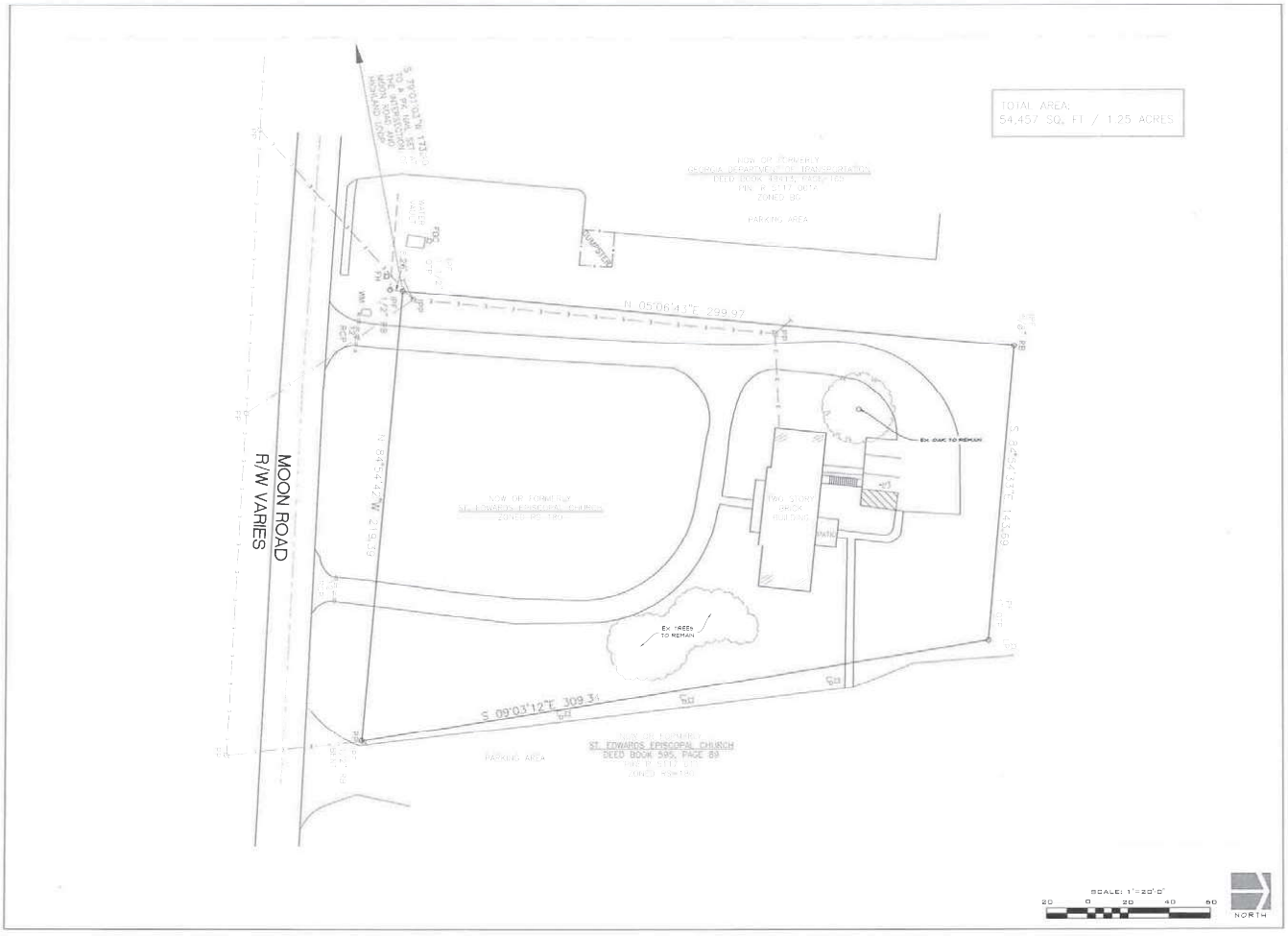
SUP2020-00032
Received: 06.03.2020
Planning & Development



BLD

BAKER LAND DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
CERTIFIED ARBORIST

3471 DONAVILLE ST.
SUITE 200
DULUTH, GA 30096
PHONE: (404) 787-3973
WWW.BAKERLANDDESIGN.COM

SURVEY OF EXISTING CONDITIONS

FOR THE

ST. EDWARDS EPISCOPAL CHURCH

COUCH MASON HOUSE

REVISIONS

DRAWN BY: BH
CHECKED BY: TB
SCALE: 1"=20'-0"
DATE: 6/2/22
JOB NO.
SHEET 1 OF 2

RZ2022-00016
SUP2022-00032
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NOTES:
- THERE ARE NO STREAMS WITHIN 200' OF THIS SITE.
- THERE ARE NO WETLANDS OR FLOODPLAIN ON THIS SITE PER FIRM PANEL: 13135C0103F.
- THIS PROPERTY IMPROVEMENT DOES NOT REQUIRE REMOVAL OF EX. TREES.

PLANT LIST

COMMON NAME	SIZE	SPACING	QTY.
TREES			
JAPANESE CRYPTOMERIA	6' HT.	8' O.C.	13
LEGACY SUGAR MAPLE	3" CAL.	AS SHOWN	2
PINK CRAPE MYRTLE	8' HT.	N/A	1
VILLAGE GREEN ZELKOVA	3" CAL.	25' O.C.	5
WILLOW OAK	3" CAL.	25' O.C.	3
SHRUBS			
EMILY BRUNNER HOLLY	6' HT.	6' O.C.	1
JAPANESE CLEYERA	3 GAL.	3' O.C.	22
NEEDLEPOINT HOLLY	2 GAL.	3' O.C.	42
NELLIE R. STEVENS HOLLY	6' HT.	6' O.C.	17
RUBY LORIOPETALUM	3 GAL.	4' O.C.	11

LOCATION MAP

TREE PLANTING DETAIL

EVERGREEN TREE PLANTING DETAIL

SHRUB PLANTING DETAIL

TRENCHED EDGLINE

MOON ROAD
R/W VARIES

LANDSCAPE STRIP REQUIREMENTS:
LS STRIP LENGTH = 219 L.F.
3 SHRUBS REQUIRED PER 25 L.F.
219 / 25 = 8.76
9 X 3 = 27 REQUIRED SHRUBS
28 SHRUBS SHOWN WITHIN STRIP.
THEREFORE REQUIREMENT HAS BEEN SATISFIED

SCALE: 1"=20'-0"

NORTH

BAKER LAND DESIGN
LANDSCAPE ARCHITECTURE
LAND PLANNING
CERTIFIED ARBORIST
3471 DONAVILLE ST.
SUITE 200
DULUTH, GA 30096
PHONE: (404) 787-3973
WWW.BAKERLANDDESIGN.COM

PROPOSED IMPROVEMENTS

SITE PLAN

FOR THE

ST. EDWARDS EPISCOPAL CHURCH

COUCH MASON HOUSE

REVISIONS

DRAWN BY: BH
CHECKED BY: TB
DATE: 6/1/20

SHEET 2 OF 2

RZC1720-0016,
SUP2022-00032
Received: 06.03.2020
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SUP2022-00079
RECEIVED 09-14-2022
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RZG2020-00016
SUP2020-00032
Received: 06.03.2020
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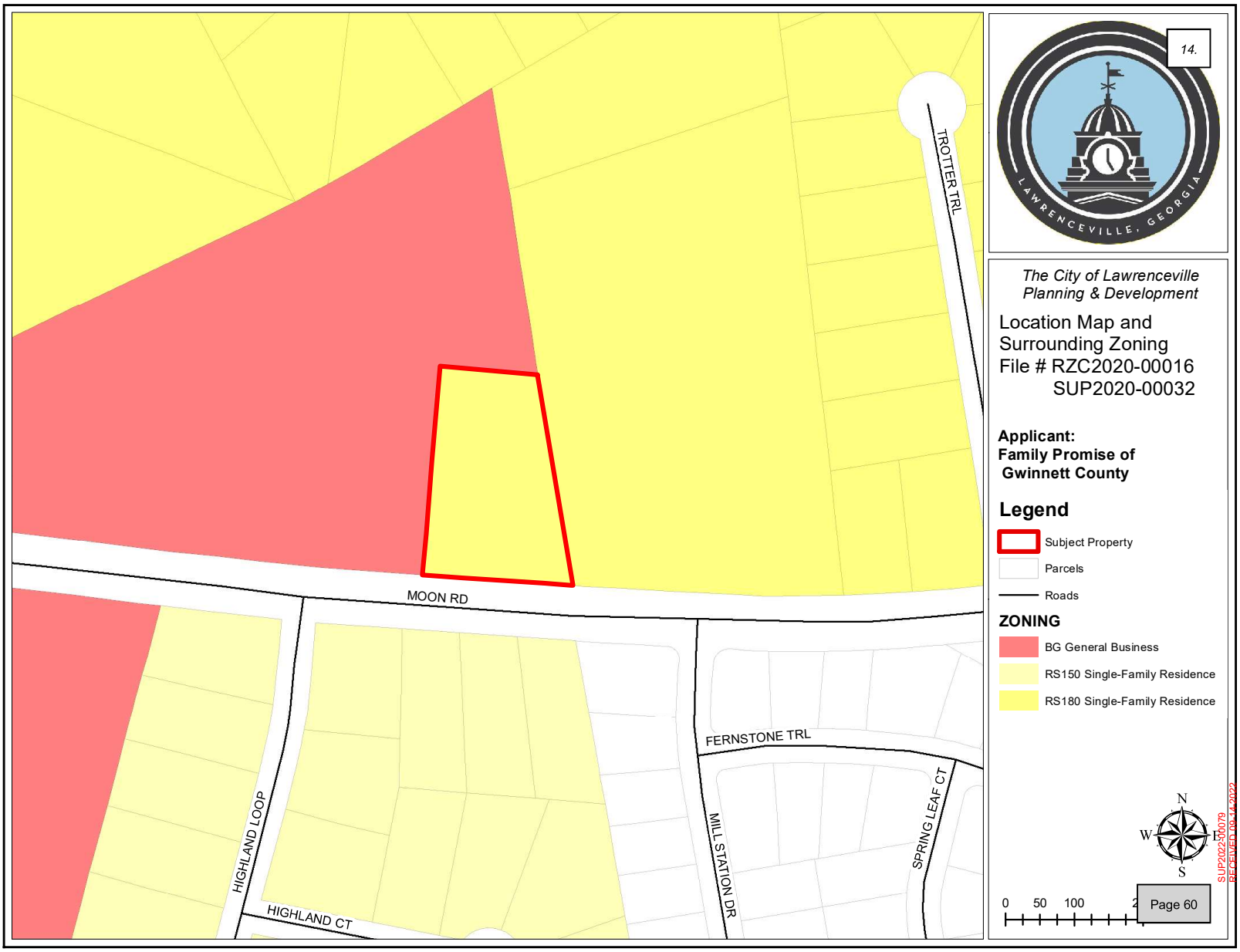
TROTTER TRL
MOON RD
FERNSTONE TRL
HIGHLAND LOOP
HIGHLAND CT
MILL STATION DR
SPRING LEAF CT
14.
The City of Lawrenceville
Planning & Development
Location Map and
Surrounding Zoning
File # RZC2020-00016
SUP2020-00032
Applicant:
Family Promise of
Gwinnett County
Legend
Subject Property
Parcels
Roads
ZONING
BG General Business
RS150 Single-Family Residence
RS180 Single-Family Residence
N
W
S
0
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Page 60
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14.

The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # RZC2020-00016
SUP2020-00032

Applicant:
Family Promise of
Gwinnett County

Legend

- Subject Property
- Parcels
- Roads

N
W
S

0 50 100 2

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PLANNING AND DEVELOPMENT

PLANNING COMMISSION
RECOMMENDED CONDITIONS
ADDITIONS – **BOLD**
DELETIONS - ~~STRIKETHROUGH~~

RZC2020-00016:
Approval as BG (General Business District) for a Shelter, Homeless facility, subject to the following enumerated conditions:

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

    A. Limited to a Shelter, Homeless facility providing a temporary place of residence and counseling for up to a maximum of 14 individuals (clients).

2. To satisfy the following site development considerations:

    A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.

    B. The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.

    C. Provide and maintain a ~~75~~**25**-foot buffer along the eastern property line. The existing encroachments of impervious surfaces shall be allowed subject to the review and approval of the Planning and Development Department. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.

    D. Provide a 10-foot Landscape Strip adjacent to the right-of-way Moon Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.

    D. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.

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~~E. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.~~

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

G. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10-foot landscape strip.

H. Wall signage shall be prohibited.

I. Billboards and oversized signs shall be prohibited.

J. All grassed areas shall be sodded.

~~K. Underground utilities shall be provided throughout the development.~~

L. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.

M. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.

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

O. Peddlers and/or parking lot sales shall be prohibited.

~~P. Outdoor storage shall be prohibited.~~

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

~~R. Outdoor storage and overnight parking shall be prohibited.~~

PLANNING COMMISSION
RECOMMENDED CONDITIONS
ADDITIONS – **BOLD**
DELETIONS - ~~STRIKETHROUGH~~

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

SUP2020-00032:
Approval of Special Use for a Shelter, Homeless facility, subject to the following enumerated conditions:

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

   A. Shelter, Homeless facility and its associated accessory use structures.

   B. The maximum number of **clients** allowed at any given time shall be **limited to** 15 **total individuals. Staff members, performing day-to-day operations relating to the Shelter, Homeless Facility, shall not be included in the total number of individuals allowed at the site at any given time.**

2. To satisfy the following site development considerations:

   A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.

SUP2022-00079
RECEIVED 09-14-2022
PLANNING AND DEVELOPMENT

CITY COUNCIL
RECOMMENDED CONDITIONS

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

RZC2020-00016:

Approval as OI (Office Institutional District) for a Shelter, Homeless facility, subject to the following enumerated conditions:

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

    A. Limited to a Shelter, Homeless facility providing a place of temporary residence relating to situational homelessness, care and counseling for a average period of 90 days. The facility shall be limited to a maximum of 15 individuals (clients) at any given time.

    B. The day-to-day operations of the situational Shelter, Homeless facility shall be limited to Family Promise of Gwinnett only. In the event, Family Promise of Gwinnett vacates the premises or ceases operations of the situational Shelter, Homeless facility Family Promise of Gwinnett shall notify the Planning and Development Department within 30 days of vacating the subject property.

2. To satisfy the following site development considerations:

    A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.

    B. The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.

    C. Provide and maintain a 25-foot buffer along the eastern property line. The existing encroachments of impervious surfaces shall be allowed subject to the review and approval of the Planning and Development Department. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.

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D. Provide a 10-foot Landscape Strip adjacent to the right-of-way Moon Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.

E. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.

F. Ground Signage shall be prohibited. ~~limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10-foot landscape strip.~~

G. Wall signage shall be prohibited.

H. Billboards and oversized signs shall be prohibited.

I. All grassed areas shall be sodded.

J. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.

K. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.

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

M. Peddlers and/or parking lot sales shall be prohibited.

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

O. Only the backyard may be fenced.

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PLANNING AND DEVELOPMENT

CITY COUNCIL
RECOMMENDED CONDITIONS

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

SUP2020-00032:

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

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

   A. Limited to a Shelter, Homeless facility providing a place of temporary residence relating to situational homelessness, care and counseling for a average period of 90 days. The facility shall be limited to a maximum of 15 individuals (clients) at any given time.

   B. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

   C. The Shelter, Homeless facility shall be limited to the applicant/tenant of record. In the event, the applicant/tenant of record vacates the premises or ceases operations of the Shelter, Homeless facility the Special Use Permit shall be considered voided and terminated.

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September 2020

Promise Haven

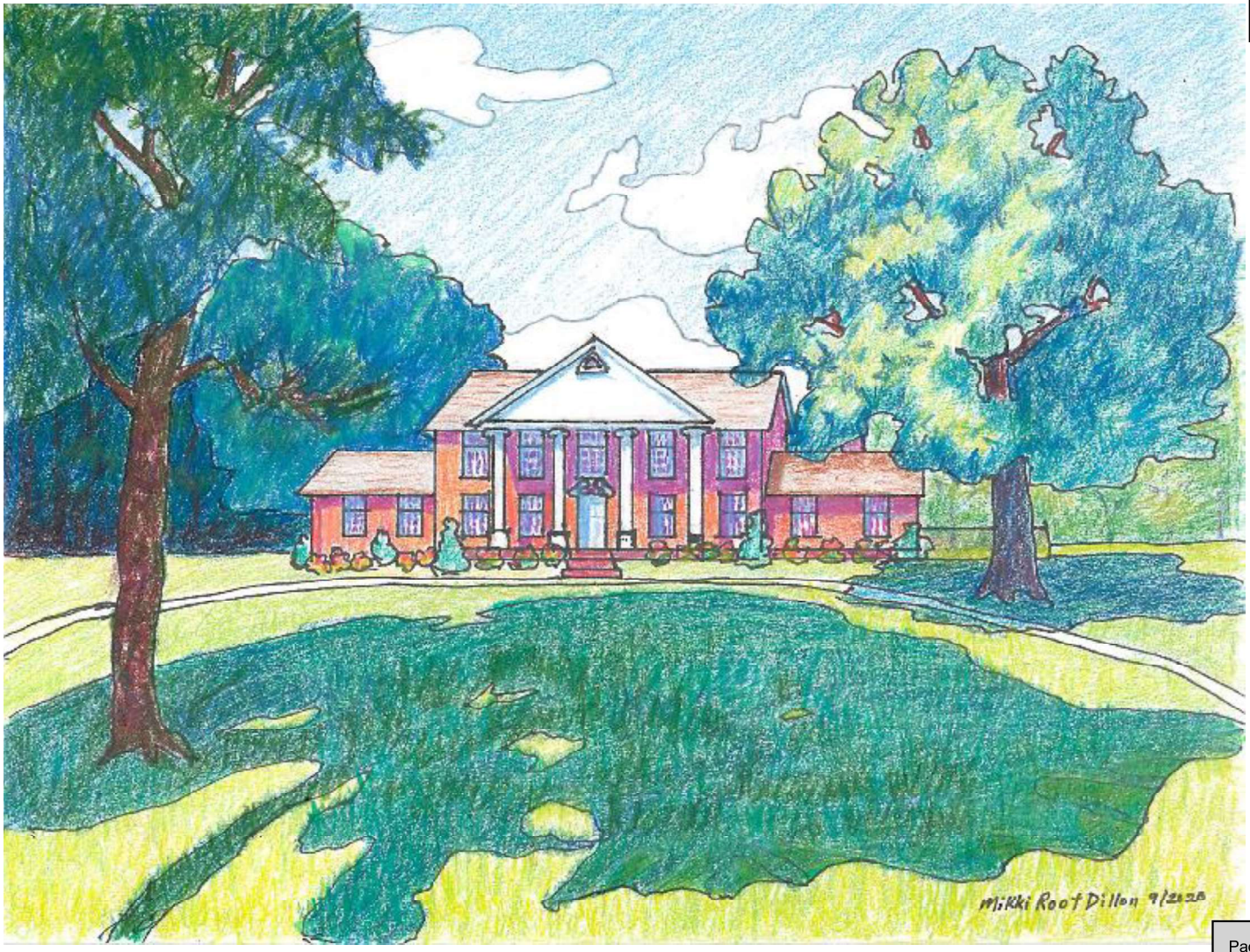
Transitional Home

One Family at a Time

SUP2022-00079
RECEIVED 06-14-2022
PLANNING AND DEVELOPMENT

13.

14.



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PLANNING AND DEVELOPMENT

Step 1
- Exterior painting
- Windows / replacement
- $30,000

Step # 2
- Sprinkler
- Fire Alarm
- $20,000

Step #3
- Electrical Modifications
- $20,000

Step #4
- Septic System
- Landscape
- $30,000

Step #5
Interior modifications
$45,000

Step #6
Update Kitchen
$30,000

$175,000

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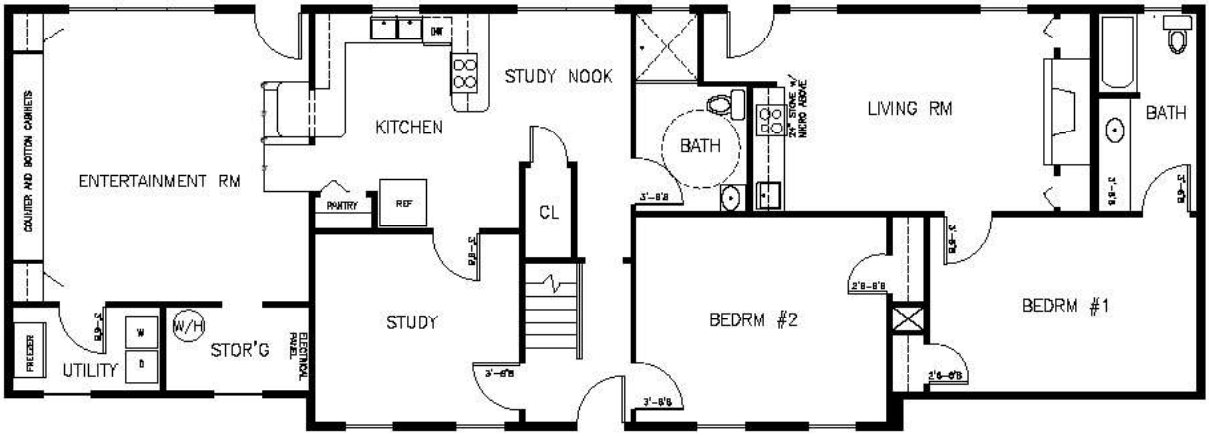
PLANNING AND DEVELOPMENT



DOOR SCHEDULE		
3'0-8'8	NEW	7
3'0-8'8	EXISTING	3
2'7-8'8	DEMO	–
2'8-8'8	NEW	2
2'4-8'8	EXISTING	1
2'0-8'8	DEMO	–

NEW PLAN – GROUND FLOOR

FAMILY-PROMISE_GWINNETT
St. Edwards Episcopal Church
CM Building – 737 Moon Road
Lawrenceville, GA 30046

A-3

NOT_FOR_CONSTRUCTION

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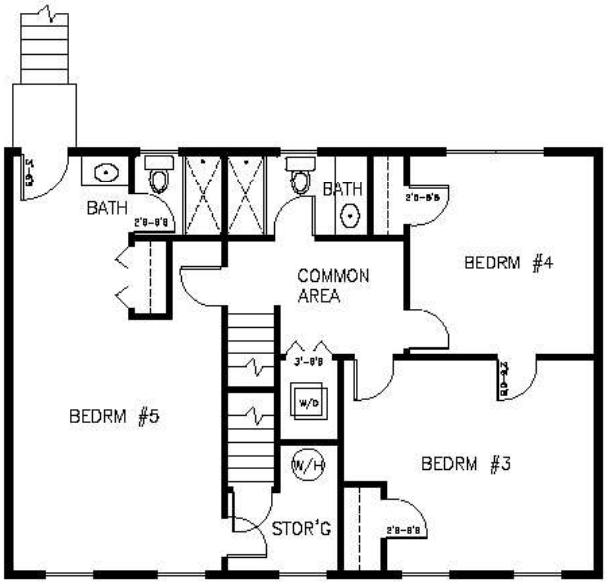
DOOR SCHEDULE		
3'0"-8'8	NEW	1
3'0"-8'8 – BIFOLD	NEW	1
2'6"-8'8	EXISTING	8
2'6"-8'8	NEW	4



NEW PLAN – SECOND FLOOR

FAMILY-PROMISE_GWINNETT
St. Edwards Episcopal Church
CM Building – 737 Moon Road
Lawrenceville, GA 30046

A-4

NOT_FOR_CONSTRUCTION

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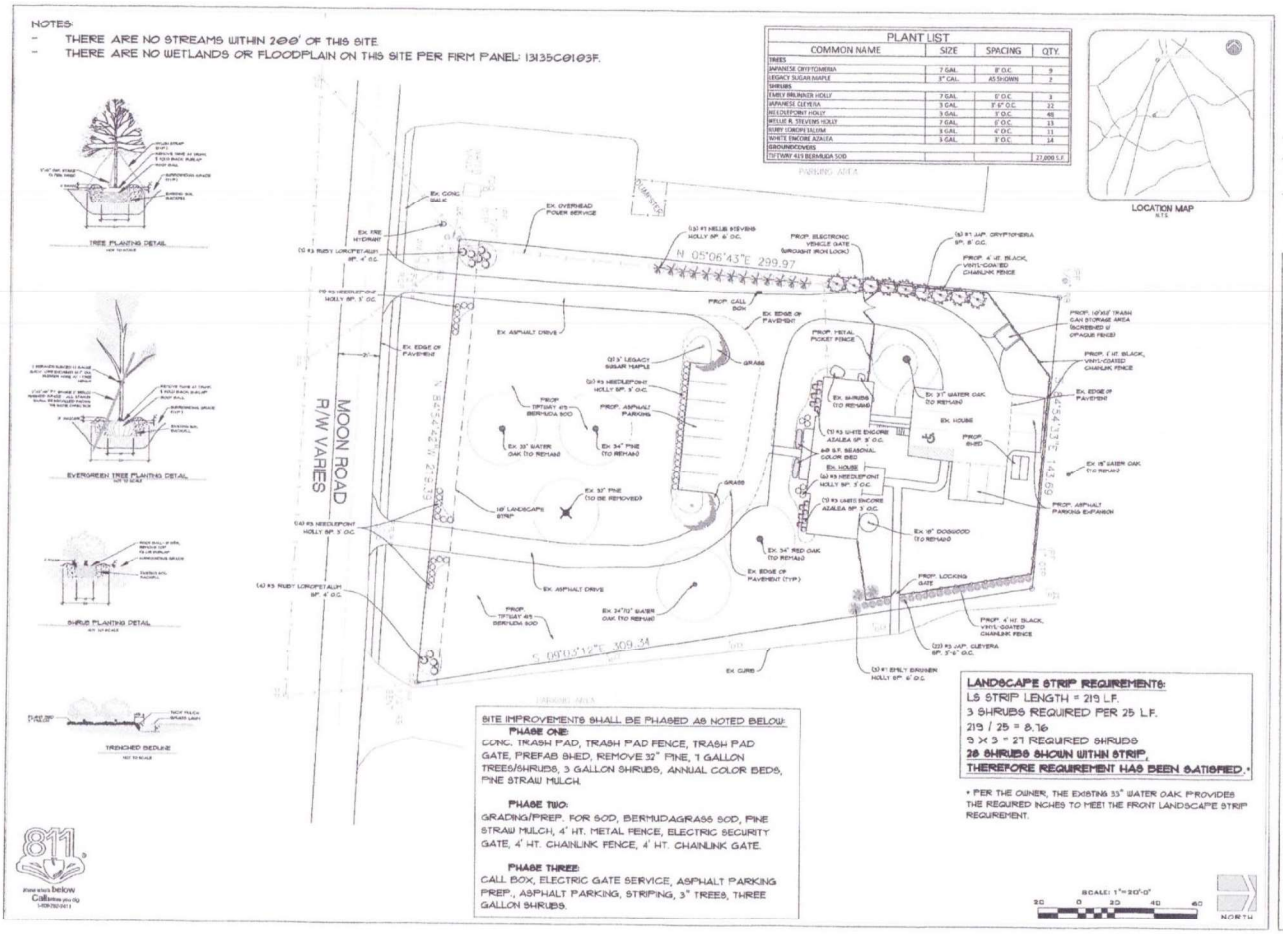

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Phase 1 Action Plan

Area	Items to be done	Estimated Cost	Cash / Donation
Exterior	Painting/sealing columns at front of house Window replacement	$30,000	Donation ($30,000)
Sprinkler	Install sprinkler system per code	$20,000	Cash ($20,000)
Electrical Modifications	Add new circuit box, bring electrical system to code if needed, add security system, insure safe outlets, etc.	$20,000	Cash ($20,000)
Septic System Phase 1 Landscape	Update septic system to code, to match requirements for a 5-bedroom home Shrubs, Flower Beds, Trash Pad	$20,000 $10,000	Cash ($20,000) Cash ($6,500) Donation (3,500)
Interior modifications	Clean up/repaint, restore upstairs bathrooms, add new flooring, widen doors, Add 2nd water heater, refurbish stairs, update plumbing, install new drywall where needed, reconfigure bathroom & cabinets where needed	$45,000	Cash ($25,000) Donation ($20,000)
Update kitchen	Upgrade kitchen, upgrade pantry, add 2nd refrigerator, upgrade microwave/ oven, update counter tops	$30,000	Cash ($24,000) Donation (6,000)
Total for Phase 1			Cash $115,500 Donation $ 59,500 Total $175,000

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Phase 2 Action Plan

(Within 1 year)

Area	Items to be done	Estimated Cost	Cash / Donation /Grant
New Mechanical HVAC	Replace old HVCA unit	$15,000	Cash ($ 5,000) Donation (10,000)
Update kitchen	Update remaining portions of kitchen if needed	$10,000	Cash ($ 5,000) Donation (5,000)
Phase 2 Landscaping	Sod, Chain Link Fencing	$27,700	Cash ($15,700) Donation ($12,000)
Total for Phase 2			Cash $25,700 Donation $27,000 Total $52,700

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Phase 3 Action Plan
Wish List

(Within 2-3 year)

Area	Items to be done	Estimated Cost	Cash / Donation /Grant
Exterior Renovations	Landscape completion, Replace columns, Repave, where needed, install electronic gates, add front fencing	$60,000	Cash ($40,000) Donation ($20,000)
Connect to sewer system	Contact Gwinnet County to estimate cost	$80,000 E	Cash ($80,000)
Bury electrical cables	Contact City & Electrician to estimate cost	$60,000 E	Cash ($60,000)
Total for Phase 3			Cash $180,000 Donation $ 20,000 Total $200,000

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Fundraising For the $175,500

Pledged Cash to date

E. Mayfield	$25,000
Rotary Club	$ 2,000
St Edwards Episcopal Church	$ 3,000
Family Promise of Gwinnett	$10,000
First United Church of Lawrenceville	$ 5,000
K. Witter	$ 500
12 Stone Church	$ 5,000
St. Lawrence Episcopal Church	$ 5,000
Family Promise of Gwinnett *	$30,000
The Fountain Church	$ 5,000
	=======
	$90,500

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Landscape Improvements Cost Estimate

Couch Mason - Site Improvements Cost Estimate			
Date: Sept 11, 2020			
PHASE I			
Item	**Quantity**	**Unit Cost**	**Cost**
Conc. Trash Pad	150 SF	$7/SF	$1,050
Trash Pad Fence	30 LF	$25/LF	$750
Trash Pad Gate	1	LS	$1,200
Prefab Shred	1	LS	$2,000
Remove 32" Pine	1	LS	$1,500
7 gallon trees/shrubs	25	$55 each	$1,375
3 gallon shrubs	51	$25 each	$1,275
Annual color beds	60 SF	$2/SF	$120
Pine straw mulch	60 bales	$6/bale	$360
		TOTAL	**$9,630**
PHASE 2			
Grading/prep for sod	17,000 SF	.25/SF	$4,250
Bermudagrass sod	17,000 SF	$1/SF	$17,000
Pine straw mulch	40 bales	$6/bale	$240
4' ht. metal fence	32 LF	$30/LF	$960
Electric security gate	1	LS	$5,000
4' ht. Chainlink Fence	330 LF	$15/LF	$4,950
4' Chainlink Gate	1	$300 each	$300
		TOTAL	**$32,700**
PHASE 3			
Item	**Quantity**	**Unit Cost**	**Cost**
Call box	1	LS	$1,000
Electric gate service	1	LS	$1,200
Asphalt parking prep	$5/SY	550 SY	$2,750
Asphalt parking	$20/SY	550 SY	$11,000
Striping	1	LS	$650
3" Trees	2	$350 each	$700
3 gallon shrubs	21	$25 each	$525
		TOTAL	**$17,825**

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Phase 1 Funds Needed		$175,000
Cash obtained as of 9/2/2020		$ 90,500
In Kind	(Windows)	$ 30,000
In Kind	(Paint)	$ 2,000
In Kind	Interior Update	$ 12,000
	(Adopt a room by individual churches)	$ 11,000
In Kind	(Landscape)	$ 6,500
In Kind	(Flooring)	$ 5,000
In Kind	Cabinets	$ 10,000
		$167,000
Remaining amount needed in cash or donations to complete Phase 1		($ 8,000 short)

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Financial Overview as of 9-1-20	
Operating Fund	$175,140.38
Business to Business	$ 4,728.64
HUMI account	$ 42,016.33
Total	$221,195.35

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Life Safety Requirements Update

We met with Wiginton Fire Systems 9/21/2020 and they are working on plans for the sprinkler system. He referred us back to the architect for the Life Safety Requirements. We have reached out to our architect for these requirements and once we receive them we will submit them to the city.

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So

IF NOT NOW, WHEN ??

IF NOT HERE, WHERE ??

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Family Promise of Gwinnett County

We can succeed with your help!

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PLANNING AND DEVELOPMENT

FamilyPromise
of Gwinnett County

3495B Sugarloaf Parkway
Lawrenceville, GA 30044
678-376-8950

September 14, 2022

Mr. Todd Hargrave
Director, Planning and Development Office
City of Lawrenceville
70 S Clayton St
Lawrenceville, GA 30044

Dear Mr. Hargrave,

Family Promise of Gwinnett is submitting an application for the renewal of our current Special Use Permit because of the conditions that were set in 2020 for the approval to operate a 90-day program for families with school aged children who are experiencing homelessness. Our previous approval requires that I return after two years to renew the Special Use Permit, and we are seeking the removal of this condition.

We successfully completed our renovations to the standards set by the city. We look forward to continuing our partnership with the city in serving the members of our community. Thank you for your consideration.

Sincerely,

Carol Love

Carol Love
Executive Director, Family Promise of Gwinnett

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PLANNING AND DEVELOPMENT

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Family Promise of Gwinnett Co	NAME: St. Edwards
ADDRESS: 3495B Sugarloaf Pkwy	ADDRESS: 757 Moon Rd
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30046
PHONE: 678-376-8950	PHONE:

CONTACT PERSON: Carol Love PHONE: 404-936-5522

CONTACT'S E-MAIL: clove@familypromisegwinnett.org

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

ZONING DISTRICT(S): _____ ACREAGE: 1.25

PARCEL NUMBER(S): 5117 701

ADDRESS OF PROPERTY: 757 Moon Road, Lawrenceville GA 30046

PROPOSED SPECIAL USE: Housing facility for children and families experiencing homelessness for up to 90 days

Carol Love 9-1-2022
SIGNATURE OF APPLICANT DATE

T Matthews 9/1/2022
SIGNATURE OF OWNER DATE

Carol Love on behalf of Family Promise of Gwinnett
TYPED OR PRINTED NAME

Tondelette Matthews
TYPED OR PRINTED NAME

Annette Hoyt 9-01-22
NOTARY PUBLIC DATE

Annette Hoyt 9-01-22
NOTARY PUBLIC DATE

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GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

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LAWRENCEVILLE
GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: (Map Reference Number) 5 (District) - 117 (Land Lot) - 5117 701 (Parcel)

Carol Love — Signature of Applicant

9-1-2022 — Date

Carol Love, Executive Director

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)

Darlyne Newell
NAME

TSA
TITLE

09/01/2022
DATE

SUP2022-00079
RECEIVED 09-14-2022
PLANNING AND DEVELOPMENT

LAWRENCEVILLE
GEORGIA

PUBLIC HEARING PROCESS

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

1. Approximately one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be available at the Planning and Development office.

2. The applicant shall appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. Any opposition to the rezoning request will be given equal time to present its case. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.

3. The applicant shall be present at the City Council Work Session. The applicant may be asked to present their case, or to answer questions, at the desire of the City Council.

4. The applicant shall appear before the City Council for the Public Hearing. The applicant and any opposition will be given equal time to present their cases. The City Council may ask questions of the applicant and opposition prior to making their final decision regarding the application.

5. If the special use application is denied by the Mayor and City Council, any new application for the same use classification on subject property may not be submitted for at least twelve (12) months from the date of denial. Application for a different zoning classification may be submitted after six (6) months from the date of the denial.

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

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LAWRENCEVILLE
GEORGIA

SPECIAL USE APPLICATION

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

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

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

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PLANNING AND DEVELOPMENT

LAWRENCEVILLE
GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

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

The written notice shall include:

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

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

Notification Sign

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

_____ _____

CASE NUMBER DATE

_____ _____

AKNOWLEDGED BY (PRINT NAME) SIGNATURE

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PLANNING AND DEVELOPMENT

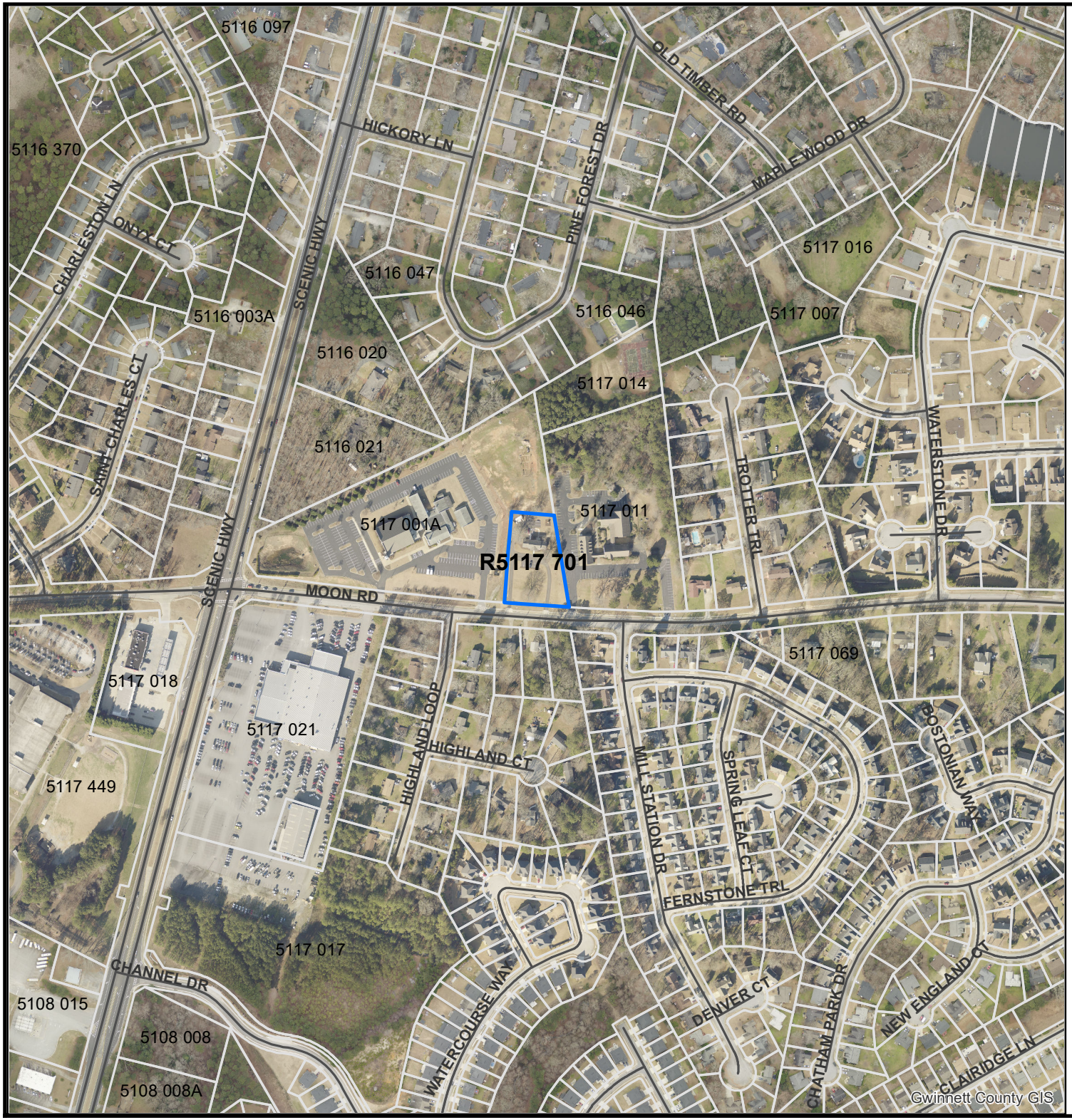
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # SUP2022-00079

Applicant: Family Promise of Gwinnett



Subject Property

Parcels

Roads

N
W E
S

0 250 500

LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # SUP2022-00079

Applicant: Family Promise of Gwinnett

Subject Property

Parcels

Roads

N
W E
S

0 125 250

LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

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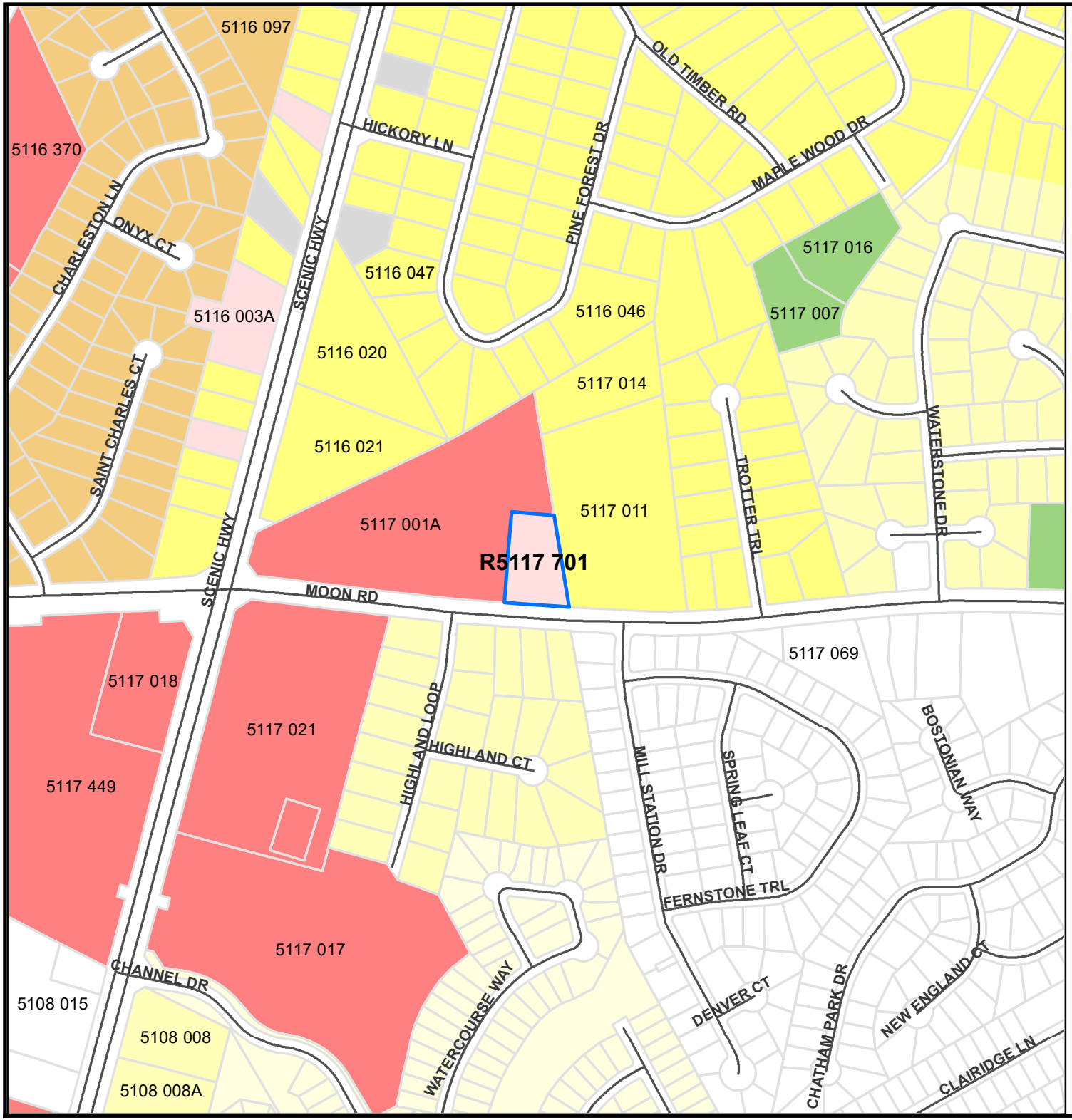


- Subject Property
- Parcels
- Roads

Zoning Districts

- RS-60 Single-Family Residential
- RS-180 Single-Family Residential
- RS-150 Single-Family Residential
- RM-12 Multifamily Residential
- ON Office/Neighborhood
- OI Office/Institutional
- BG General Business
- AR Agricultural Residential

N
W E
S

0 250 500

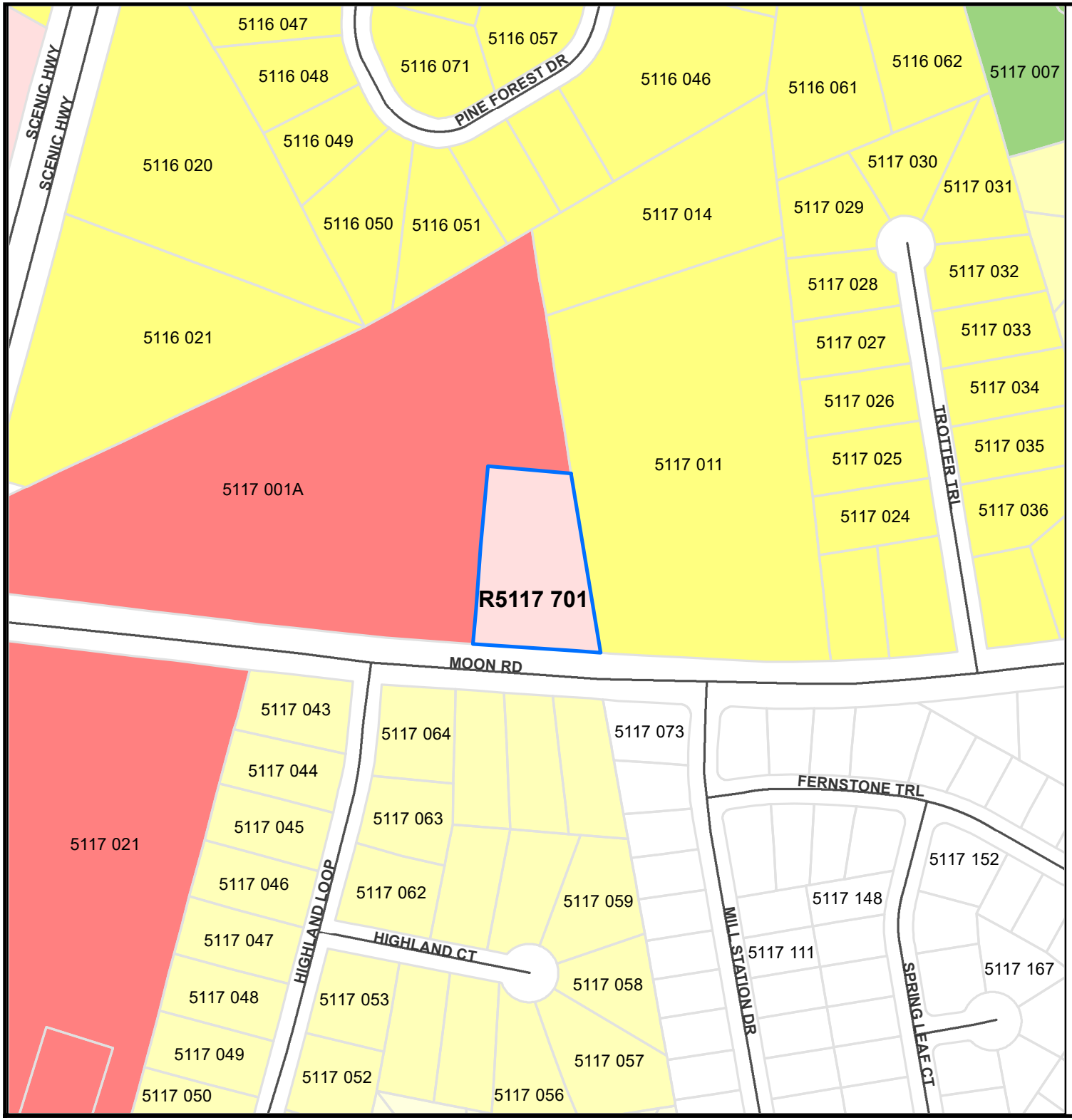
LAWRENCEVILLE
GEORGIA

The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File # SUP2022-00079

Applicant: Family Promise of Gwinnett



- Subject Property
- Parcels
- Roads

Zoning Districts

- RS-60 Single-Family Residential
- RS-180 Single-Family Residential
- RS-150 Single-Family Residential
- OI Office/Institutional
- BG General Business
- AR Agricultural Residential

N W E S

0 125 250

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 16, 2022
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Resolution for the Abandonment of Saddle Path Way
Department:	City Manager
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	None
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Resolution for the Abandonment of Saddle Path Way and authorize the Mayor to execute all documents necessary upon review and approval of the City Attorney.

Attachments/Exhibits:
Resolution of Abandonment
22063 Right of Way Exhibit A
Legal Description Exhibit B

RESOLUTION _____

RESOLUTION OF ABANDONMENT OF MUNICIPAL STREET
Saddle Path Way

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that a portion of the right-of-way of Saddle Path Way from its intersection with Shoal Circle to the point where the street dead ends has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as part of the municipal street system; and

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

NOW THEREFORE, the Council of the City of Lawrenceville hereby resolves and ordains that that portion of the right-of-way of Saddle Path Way containing 0.225 acres, as shown on Exhibit "A" and described on Exhibit "B" which are attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-2(c) following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action. The City of Lawrenceville specifically reserves an easement for all utilities located within the area abandoned.

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

IT IS SO RESOLVED AND ORDAINED this _____ day of November, 2022.

_____
David R. Still, Mayor

ATTEST:

_____
City Clerk - Karen Pierce

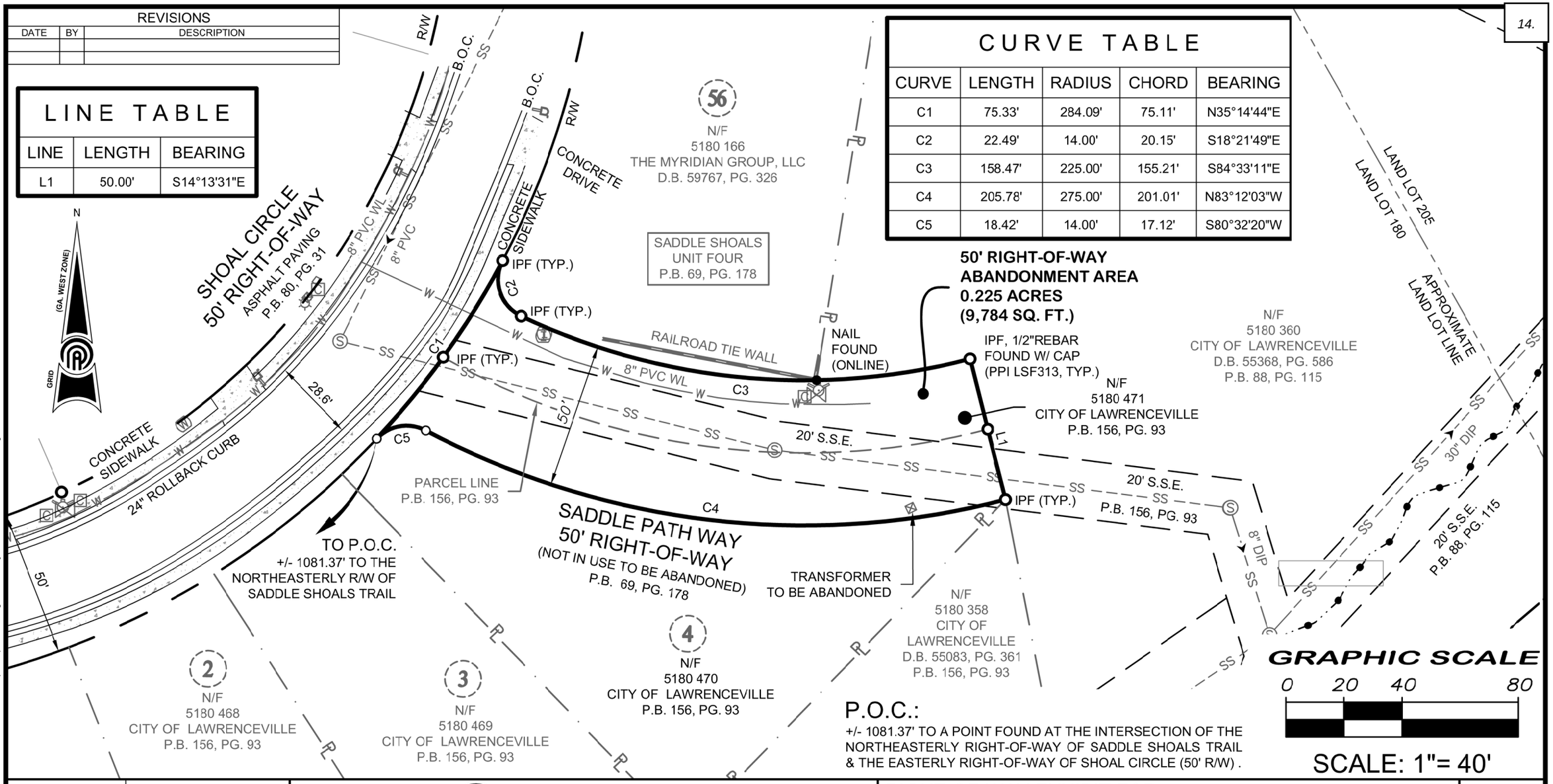
REVISIONS		
DATE	BY	DESCRIPTION

LINE TABLE

LINE	LENGTH	BEARING
L1	50.00'	S14°13'31"E

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	75.33'	284.09'	75.11'	N35°14'44"E
C2	22.49'	14.00'	20.15'	S18°21'49"E
C3	158.47'	225.00'	155.21'	S84°33'11"E
C4	205.78'	275.00'	201.01'	N83°12'03"W
C5	18.42'	14.00'	17.12'	S80°32'20"W



GRAPHIC SCALE

0 20 40 80

SCALE: 1"= 40'

P.O.C.:

+/- 1081.37' TO A POINT FOUND AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY OF SADDLE SHOALS TRAIL & THE EASTERLY RIGHT-OF-WAY OF SHOAL CIRCLE (50' R/W) .

Parcel: 5180 470 & 471	Owner: CITY OF LAWRENCEVILLE	
Date: 11/4/22		
Land Lot: 180	City: LAWRENCEVILLE	
District: 5th	County: GWINNETT, GA	
Job #: S22063	Scale: 1" = 50'	
Field By: JAH	Drawn By: NAP	Checked By: DEJ

PRECISION Planning Inc.
planners • engineers • architects • surveyors
Georgia Land Surveying Firm COA # LSF000313
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us • info@.ppi.us

RIGHT-OF-WAY EXHIBIT FOR:

CITY OF LAWRENCEVILLE

DRAWING NUMBER
1 OF 1

E:\Projects\2022\22063-SV-Lville Saddle Shoals\DWG\22063_Right-of-Way Abandonment Exhibit.dwg 30x42

EXHIBIT B

Legal Description

All that tract or parcel of land lying and being in Land Lot 180 of the 5th Land District of Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the southeasterly right of way of Shaol Circle (50 foot right of way) which point is located 1081.37 feet as measured along said right of way from the point where said right of way intersects the northeasterly right of way of Saddle Shoals Trail; thence continuing along said right of way and following the curvature thereof an arc distance of 75.33 feet, said arc having a radius of 284.09 feet and being subtended by a chord having a bearing of North 35 degrees 14 minutes 44 seconds East a chord distance of 75.11 feet to an iron pin found; thence leaving said right of way and running an arc distance of 22.49 feet, said arc having a radius of 14 feet and being subtended by a chord having a bearing of South 18 degrees 21 minutes 49 seconds East a chord distance of 20.15 feet to an iron pin found; thence running an arc distance of 158.47 feet, said arc having a radius of 225.00 feet and being subtended by a chord having a bearing of South 84 degrees 33 minutes 11 seconds East a chord distance of 155.21 feet to an iron pin found; thence running South 14 degrees 13 minutes 31 seconds East a distance of 50.00 feet to an iron pin found; thence running an arc distance of 205.78 feet, said arc having a radius of 275.00 feet and being subtended by a chord having a bearing of North 83 degrees 12 minutes 03 seconds West a chord distance of 201.01 feet; thence running an arc distance of 18.42 feet, said arc having a radius of 14 feet being subtended by a chord having a bearing of South 80 degrees 32 minutes 20 seconds west a chord distance of 17.12 feet to the point of beginning.

Said tract of land containing 0.225 acres and being designated 50 foot Right of Way Abandonment Area on a Right of Way Exhibit for the City of Lawrenceville, prepared by Precision Planning, Inc. dated November 4, 2022, which plat is incorporated herein by reference for a particular description.

LAWRENCEVILLE
GEORGIA

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

Item:	Approve ReCAST Year 2 Contracts
Department:	Community Relations
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	$0
Presented By:	Marcus Thorne, Program Manager and Jasmine Billings, Community Development Manager
Action Requested:	Approve contracts of ReCAST sub-recipient partners, Families First, Georgia Center for Opportunity, and Impact46. Approval is also sought for the contract renewal of the ReCAST Program Manager.

Summary: Approval of these items will keep existing ReCAST Partners, and the current Program Manager, in place for Year 2 of ReCAST Lawrenceville. ReCAST stands for Resiliency in Communities After Stress & Trauma and is a grant program awarded through the Substance Abuse & Mental Health Services Administration.

Attachments/Exhibits:
ReCAST Year 2 Contract with Families First
ReCAST Year 2 Contract with Georgia Center for Opportunity
ReCAST Year 2 Contract with Impact46
ReCAST Year 2 Program Manager Contract

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND FAMILIES FIRST, INC.

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Families First, Inc. (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 1H79SM084920-01; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. **SCOPE OF SERVICES**

   A. Local Government Responsibilities
   The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

   Principal Tasks
   - Coordinate project service and activities, including training, communication, and information dissemination.
   - Provide program leadership and oversight for the grant, data collection, and monitoring progress.
   - Coordinate the Diversity and Inclusion Committee.

   B. Subrecipient Responsibilities
   The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

   The ReCAST budget narrative provides more explicit guidance as to both the

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Behavioral Health & Navigator Services
- Program Director
- Project Evaluation and Data Collection
- Violence prevention and trauma-informed training
- Client assessment and screening; case management aftercare
- Support outreach events with an organizational representative and with organizational materials

2. **TIME OF PERFORMANCE**
The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. **AGREEMENT REPRESENTATIVES**
Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient: Families First

Name of Representative:	Paula Moody
Title	Chief Executive Officer
Mailing Address:	80 Joseph E. Lowery Blvd NW
City, State, and Zip Code:	Atlanta, GA 30314
Telephone Number:	404-853-2867
Email Address:	Paula.Moody@familiesfirst.org

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. **BUDGET**
   The Local Government will pass through to the Subrecipient no more than $335,550 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

   The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

   Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. **PAYMENT**
   The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

   Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

   It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. **PERFORMANCE MONITORING**
   The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

   If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. **GENERAL CONDITIONS**

A. Independent Contractor
Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless
The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation
The Subrecipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker’s Compensation Coverage.

D. Insurance and Bonding
The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Subrecipient changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments
The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each

organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

iii. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

i. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

iii. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income
The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports
The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Conduct

i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest
No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. **PERFORMANCE WAIVER**

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Families First
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND GEORGIA CENTER FOR OPPORTUNITY, INC.

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Georgia Center for Opportunity (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 1H79SM084920-01; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. **SCOPE OF SERVICES**

   A. Local Government Responsibilities
   The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

   Principal Tasks
   - Coordinate project service and activities, including training, communication, and information dissemination.
   - Provide program leadership and oversight for the grant, data collection, and monitoring progress.
   - Coordinate the Diversity and Inclusion Committee.

   B. Subrecipient Responsibilities
   The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

   The ReCAST budget narrative provides more explicit guidance as to both the

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Hiring Well, Doing Good Program Specialist
- Soft-skills training.
- Mentoring.
- Support outreach events with an organizational representative and with organizational materials.

2. **TIME OF PERFORMANCE**
   The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. **AGREEMENT REPRESENTATIVES**
   Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient: Georgia Center for Opportunity

Name of Representative:	Randy Hicks
Title	President & CEO
Mailing Address:	333 Research Court
City, State, and Zip Code:	Peachtree Corners, GA 30092
Telephone Number:	770-242-0001
Email Address:	

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. **BUDGET**
   The Local Government will pass through to the Subrecipient no more than $110,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

   The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

   Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. **PAYMENT**
   The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

   Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

   It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. **PERFORMANCE MONITORING**
   The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

   If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. **GENERAL CONDITIONS**

A. Independent Contractor
Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless
The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation
The Subrecipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker’s Compensation Coverage.

D. Insurance and Bonding
The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Subrecipient changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments
The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each

organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

iii. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

i. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

iii. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income
The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports
The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Conduct

i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest
No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. **PERFORMANCE WAIVER**

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Georgia Center for Opportunity
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND IMPACT 46, INC.

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Impact46 (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 1H79SM084920-01; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. **SCOPE OF SERVICES**

   A. Local Government Responsibilities
   The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

   Principal Tasks
   - Coordinate project service and activities, including training, communication, and information dissemination.
   - Provide program leadership and oversight for the grant, data collection, and monitoring progress.
   - Coordinate the Diversity and Inclusion Committee.

   B. Subrecipient Responsibilities
   The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

   The ReCAST budget narrative provides more explicit guidance as to both the

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Case Management/Intake Specialist/Community Engagement Coordinator
- Training and delivery of Student Community Leadership Program
- Marketing/Recruitment for Summer of Impact Businesses
- Program Manager
- Support outreach events with an organizational representative and with organizational materials

2. **TIME OF PERFORMANCE**
   The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. **AGREEMENT REPRESENTATIVES**
   Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient: Impact46

Name of Representative:	Jen Young
Title	Executive Director
Mailing Address:	PO Box 565
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	
Email Address:	jen@impact46.org

B. Local Government: City of Lawrenceville

Name of Representative:	Chuck Warbington
Title	City Manager
Mailing Address:	PO Box 2200
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	770-963-2414
Email Address:	chuck.warbington@lawrencevillega.org

4. **BUDGET**
   The Local Government will pass through to the Subrecipient no more than $286,800 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

   The Local Government will require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

   Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. **PAYMENT**
   The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

   Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

   It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. **PERFORMANCE MONITORING**
   The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

   If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. **GENERAL CONDITIONS**

A. Independent Contractor
Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless
The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation
The Subrecipient will provide Workers’ Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Coverage will be maintained (at least) at minimum statutory limits. Evidence of Coverage will be provided to the Local Government. There is no additional named insured requirement for Worker’s Compensation Coverage.

D. Insurance and Bonding
The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall obtain and maintain at its own expense insurance policies for general liability insurance and professional liability insurance from commercial insurance companies licensed to transact insurance in the State of Georgia in an amount not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) in the aggregate per year for each such policy and shall, upon request, provide the Local Government a copy of the certificates of insurance as evidence of such coverage which lists the Local Government as an additional named insured. If the Subrecipient changes insurance carriers or has the coverage described herein decreased or terminated, such party will notify in writing the Local Government at least thirty (30) days prior to the expiration or termination of the current coverage.

E. Amendments
The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each

organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

F. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

i. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

iii. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

i. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

iii. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income
The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports
The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Conduct

i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest
No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. **PERFORMANCE WAIVER**

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Impact46
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

RECAST
LAWRENCEVILLE

October 2022

Subject: Salary Increase Notification

Marcus Thorne,

On behalf of the City of Lawrenceville and ReCAST Lawrenceville, we are pleased to notify you that your salary will be increased from $90,000 to $91,800 effective November 1, 2022.

All other terms and conditions of your contract of employment will remain unchanged and will be paid via Impact 46.

I would like to take this opportunity to thank you for your continued hard work and dedication to launching this program in its first year. We look forward to additional successes in the future.

Sincerely,

Jasmine Billings

Jasmine Billings

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, NOVEMBER 16, 2022
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	2023 Council Meeting Dates
Department:	City Clerk
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	None
Presented By:	Karen Pierce, City Clerk
Action Requested:	Approve the 2023 Council Meeting and Work Session Dates.

Attachments/Exhibits:
2023 Council Meeting Calendar

LAWRENCEVILLE
GEORGIA

2023 CITY COUNCIL MEETING SCHEDULE

The City Council meets on the second Wednesday for Work Session each month at 5:00 PM and on the fourth Monday of each month at 7:00 PM for Regular Council Meetings unless otherwise specified. All meetings are held on the fourth floor of City Hall in the Council Assembly Room

City Council Work Session (2nd Wednesday)	City Council Hearing (4th Monday)
01/18/2023	01/30/2023
02/15/2023	02/27/2023
03/15/2023	03/27/2023
04/19/2023	04/26/2023
05/10/2023	05/22/2023
06/07/2023	06/21/2023
07/19/2023	07/31/2023
08/16/2023	08/28/2023
09/13/2023	09/25/2023
10/11/2023	10/23/2023
11/15/2023 (2:00 PM)	11/15/2023
12/13/2023 (2:00 PM)	12/13/2023

LAWRENCEVILLE
GEORGIA

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

Item:	Amend the Development Regulations section related to Gas Utility Rates
Department:	Finance
Date of Meeting:	Wednesday, November 16, 2022
Fiscal Impact:	Increases Gas Revenues to support on-going operations
Presented By:	Keith Lee, Chief Financial Officer Todd Hardigree, Gas System Director
Action Requested:	Consideration of amending the Development Regulations section related to Gas Rates and authority to move forward with new gas utility rates

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Summary: As part of the annual budget review, the Finance Department evaluates a long range outlook for the City Finances. As part of the FY 2023 budget process it was identified that the City's revenues were not going to be sufficient to support ongoing operations and capital investments. The City proposed to look at several revenue sources including the Gas System Rates.

Staff has work with the Municipal Gas Authority of Georgia (MGAG), which is a non-profit organization that provides strategic and technical services to the 79 members in Georgia, Alabama, Pennsylvania, Tennessee, and Florida. With their assistance, the gas rates were evaluated to provide sufficient funding for anticipated operating costs within the gas fund, gas fund capital needs, and the anticipated transfer to the General Fund.

Residential and commercial were evaluated for returns, comparisons to surrounding providers, and current best practices.

Fiscal Impact: Will reduce a project shortfall in the Gas Fund

Attachments/Exhibits: PowerPoint presentation

GAS RATE PROPOSAL

November 16, 2022

Agenda

- Overview
- Recommendations
- Proposed Rates
- Senior Discount

Overview (Projected Transfers)

		FY2023	FY2024	FY 2025	FY 2026	FY 2027	FY 2028
GAS COST BEFORE TRANSFER		**$30,548,173**	**$34,266,499**	**$35,532,001**	**$36,596,345**	**$37,552,359**	**$38,656,883**
TRANSFERS							
Capital		$3,041,000	$3,721,200	$4,940,300	$5,645,800	$5,238,800	$4,256,200
General Fund		$15,641,458	$13,102,120	$12,551,082	$12,281,628	$13,209,897	$12,632,826
TOTAL TRANSFERS		**$18,682,458**	**$16,823,320**	**$17,491,382**	**$17,927,428**	**$18,448,697**	**$16,889,026**
TOTAL COST WITH TRANSFERS		**$49,230,631**	**$51,089,819**	**$53,023,383**	**$54,523,773**	**$56,001,055**	**$55,545,908**
			3.78%	3.78%	2.83%	2.71%	-0.81%

Overview (Expense Projection)

		FY2023	FY2024	FY 2025	FY 2026	FY 2027	FY 2028
SALES REVENUE		$47,777,131	$48,493,788	$49,721,195	$50,767,013	$51,528,518	$52,301,446
OTHER REVENUE		$1,453,500	$1,468,035	$1,482,715	$1,497,543	$1,512,518	$1,527,643
TOTAL REVENUE		**$49,230,631**	**$49,961,823**	**$51,203,910**	**$52,264,555**	**$53,041,036**	**$53,829,089**
COST BEFORE TRANSFER		$33,589,173	$34,266,499	$35,532,001	$36,596,345	$37,552,359	$38,656,883
TRANFERS		$15,641,458	$16,823,320	$17,491,382	$17,927,428	$18,448,697	$16,889,026
TOTAL EXPENSES		**$49,230,631**	**$51,089,819**	**$53,023,383**	**$54,523,773**	**$56,001,055**	**$55,545,908**
VARIANCE		**$0**	**($1,127,996)**	**($1,819,473)**	**($2,259,217)**	**($2,960,019)**	**($1,716,819)**

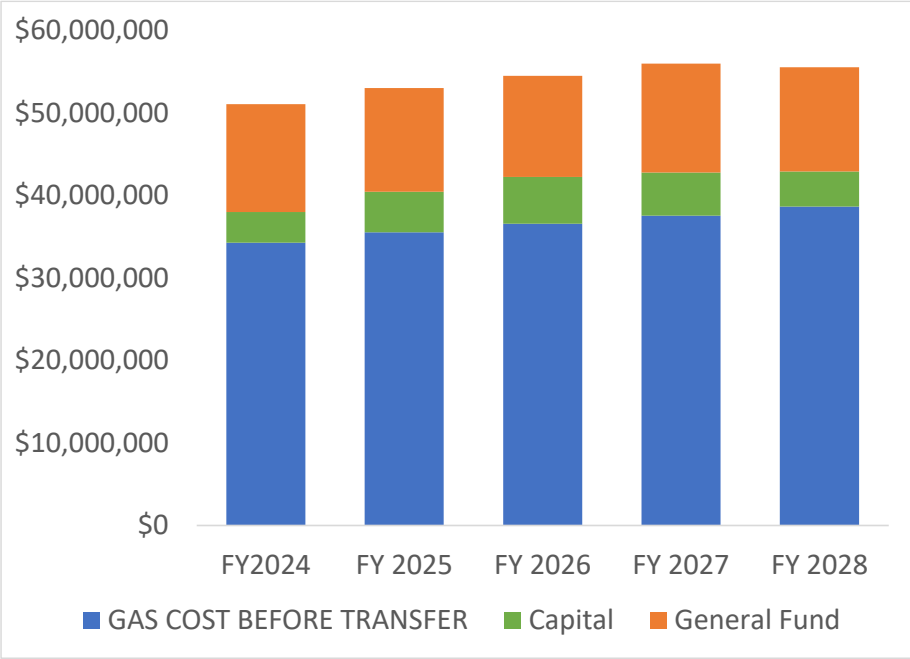
- Assumptions
  - Sales Revenue and Gas Cost projections based on current customer base estimates
  - Other Expenses based on FY2023 budget + 3% escalation
  - Transfers based on City projection FY2023-28; FY2029-2032
  - Margin $ = TOTAL REVENUES – TOTAL EXPENSES – TOTAL TRANSFERS
- Without Rate Adjustment, $9.9M cumulative shortfall over 5 years

Overview

- The City worked with Gas Authority of Georgia to evaluate a rate model
- The model allocates all costs and transfers to individual rate classes to determine surcharge
  - Used to make strategic rate adjustments
  - Incorporates billing information, unaudited financials, and MGAG gas bills
  - The analysis included the prior 12 months ending June 2021

Overview (General Fund Transfers)

- City General Fund Transfer is 33% of the Natural Gas Fund Expenses
- High GF transfers could
  - Hurt competitiveness of the utility
  - Lead to low bond rating if increase in transfers is not accompanied by relative increase in rate



Recommendations

- 3-Year Rate Plan with adjustments for shortfalls
- Re-evaluate in 2025
- Increase base and consumption or distribution charges

Recommendations (Changes)

3-Year Rate Plan

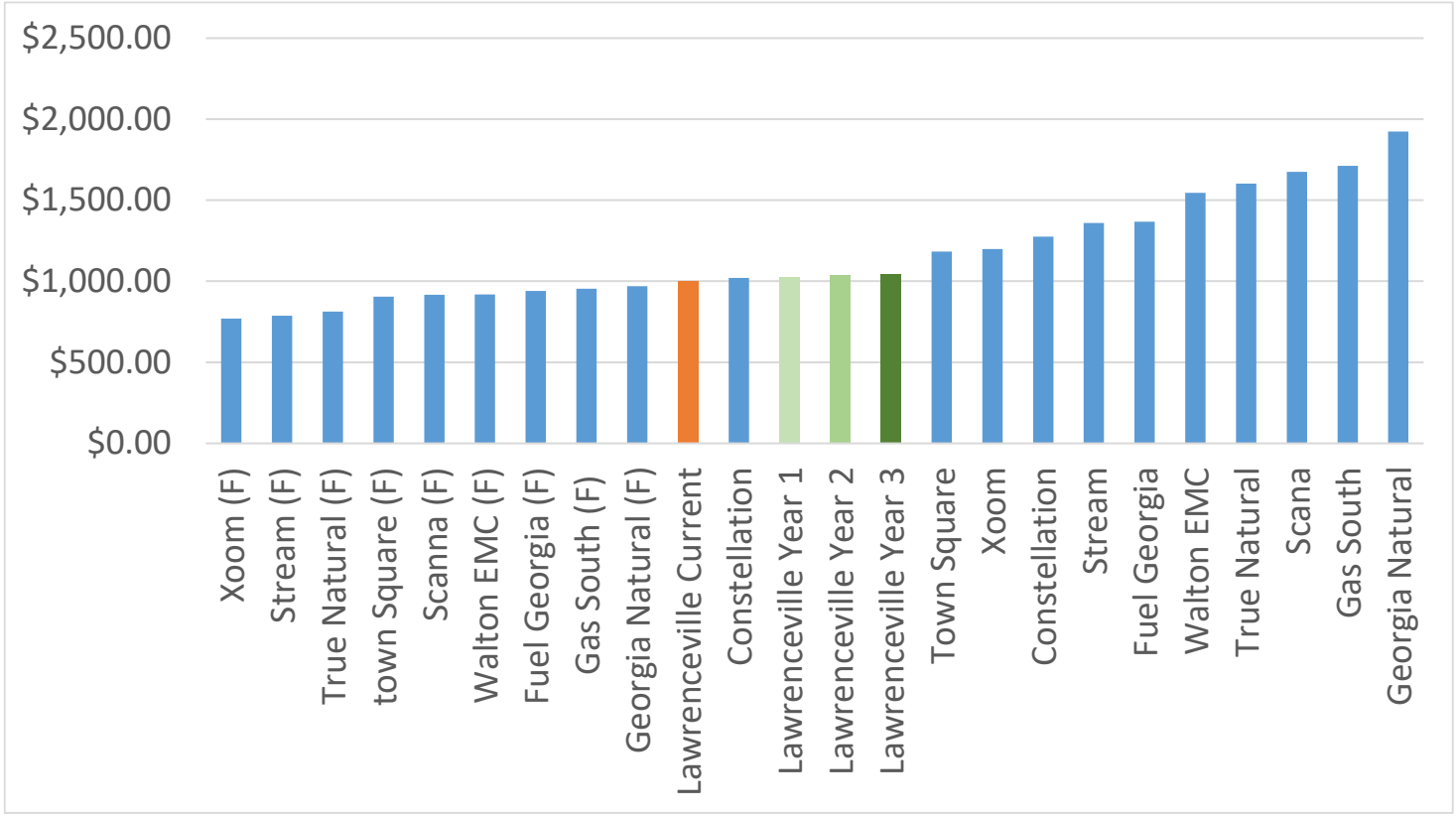
YEAR	%	$
2023	2.26%	$1.13M
2024	1.30%	$0.70M
2025	1.20%	$0.68M
TOTAL	**4.76%**	**$2.51M**

Re-evaluate in 2025

Residential

	Current	Year 1	Year 2	Year 3
Number of Customers	**47,925**			
Base Rate	$24.00	$25.00	$26.00	$27.00
Consumption/Distribution	$4.00	$4.20	$4.20	$4.20
Annual Charges	$1,002.33	$1,028.67	$1,040.67	$1,044.26
Annual Increase		**2.56%**	**1.15%**	**1.10%**

Residential



Residential Option

- Provide a Senior Citizen Discount
  - 50% reduction of Base Fee based on the following:
    - At least 65 years old
    - Total household income is 150% of federal poverty level or less
      - Currently for a 2 person household this would be $27,465
    - Jackson EMC is age 62 but income level is 100% of federal poverty level
    - GA Power is age 65 but income level is 200% of federal poverty level
      - Currently for a 2 person household this would be $36,620
  - Increase the Residential Base by $1 per month to offset reduction in revenue for remaining customers

Commercial

Class	Size	Number of Customers	Current	Year 1	Year 2	Year 3
Small Commercial:		**2,783**	**$30**	**$31**	**$32**	**$33**
Large Commercial:						
	1.5M	41	$38	$43	$43	$45
	2M	76	$38	$43	$43	$45
	3M	103	$40	$45	$45	$48
	5M	74	$65	$70	$70	$72
	7M	24	$65	$70	$70	$72
	11M	16	$65	$70	$70	$72
	16M	-	$200	$205	$205	$210
	23M	3	$225	$230	$230	$235
Hospital:		1	$225	$230	$230	$235
Ricoh:		1	$225	$230	$230	$235
Publix:		1	$225	$230	$230	$235
Consumption / Distribution *			$4.00	$4.20	$4.20	$4.20

Questions?

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 4-103 OF ARTICLE IV OF THE DEVELOPMENT REGULATIONS OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO NATURAL GAS RATES

The City Council of the City of Lawrenceville, Georgia hereby amends Section 4-103 of Article IV, with an effective date of July 1, 2023, of the Development Regulations of the City of Lawrenceville by deleting subsection (3) intitled Natural Gas Rates in its entirety and replacing it with the following:

4-103 (3) Natural Gas Rates

(a) Unit Rate: The unit rate for natural gas charges to all customers shall be the actual cost of gas per unit paid by the City of Lawrenceville. The rate per unit is calculated by the Municipal Gas Authority of Georgia and submitted to the City in the form of an invoice for all natural gas units consumed by the City of Lawrenceville natural gas system. The invoice of the Municipal Gas Authority of Georgia shall include all costs of transportation and all charges for the units of natural gas consumed. The calculation shall be reduced to a unit measure of 1,000 cubic feet ("MCF").

(b) Surcharge: In addition to the cost calculated pursuant to part (a) of this paragraph, an additional surcharge of $4.20 per MCF (1,000 cubic feet) shall be charged to each customer for each MCF used. This surcharge is the cost charged by the City of Lawrenceville for providing the services from the point of delivery of the units to the City on the transportation system to the customers residential or commercial site for utilization. There shall be no differentiation between the cost charged to customers inside the City limits of Lawrenceville and those customers outside of the City limits of Lawrenceville. This rate is subject to modification after a public hearing before the Mayor and Council of the City of Lawrenceville, which meeting shall be properly advertised for the purpose of notification of gas customers.

(c) Monthly Base Service Charge: In addition to costs in parts (a) and (b) an additional monthly base fee will be charged based on the following table:

		2023	2024	2025
Residential		$25.00	$26.00	$27.00
Dual Fuel Additional Charge		$10.00	$10.00	$10.00
Small Commercial:		$31.00	$32.00	$32.00
Large Commercial:				
	1.5M	$43.00	$43.00	$43.00
	2M	$43.00	$43.00	$45.00
	3M	$45.00	$45.00	$48.00
	5M	$70.00	$70.00	$72.00
	7M	$70.00	$70.00	$72.00

	11M	$70.00	$70.00	$72.00
	16M	$205.00	$205.00	$210.00
	23M	$230.00	$230.00	$235.00
Hospital:		$230.00	$230.00	$235.00
Ricoh:		$230.00	$230.00	$235.00
Publix:		$230.00	$230.00	$235.00

(d) Special Rates: The City Manager or his / her designee is authorized to enter into specific contracts with customers for gas rates that differ from paragraph (a), (b) and (c) above in the event the customer can demonstrate that they utilize a large quantity of natural gas during off-season periods when demand is lower and the utilization of the natural gas assists the City in covering the cost of transportation. In addition, the City Manager or his / her designee shall be authorized to enter into contracts with large volume customers at preferred rates. The above base rates shall apply to these customers based upon size of meter and gas volume. This special rate procedure shall only be authorized after a written agreement is submitted to the Mayor and Council for review and formal adoption of a specialized rate must be justified by the circumstances after a public hearing before the Mayor and Council. As of the adoption of this ordinance, the City has a special rate for Publix Distribution Center facility, Ricoh and the Gwinnett County Hospital System. Contracts with these three specialized users are hereby approved consistent with the contracts that have already been reviewed by the Mayor and Council. Specialized contracts for specialized rates must be reduced to writing and be available for review at the City of Lawrenceville Gas Department.

(e) Minimum Monthly Charges: The minimum monthly charge will be the Base Service Charge

(f) Senior Discount: Persons age 65 years of age or older may request a discount. To qualify for the discount the customer must:
   i. Have a total household income at or below 150% of the current year's federal poverty guidelines;
   ii. Have a residential City of Lawrenceville Gas account for a primary residence in the customer's name;
   iii. Have Gas service from a single meter that is installed for individual use;
   iv. Complete a senior / low-income discount application form.

T IS SO ORDAINED, this 16th day of November, 2022.

_____
David Still, Mayor

Attest:

_____
Karen Pierce, City Clerk