



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL REGULAR MEETING AGENDA

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Wednesday, June 25, 2025  
7:00 PM

Council Chambers  
70 S. Clayton St, GA 30046

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#### **Call to Order**

#### **Prayer**

#### **Pledge of Allegiance**

#### **Agenda Additions / Deletions**

#### **Recognitions**

1. Hooper-Renwick Legacy Preservation Committee

#### **Approval of Prior Meeting Minutes**

2. May 28, 2025 - Regular Meeting
3. June 11, 2025 - Special Call, Work 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.](#) Renewal of Microsoft Enterprise Agreement

- [5.](#) Ordinance to amend the date and place of the regularly scheduled meetings of the Lawrenceville City Council for 2025
- [6.](#) City of Lawrenceville Depot Street Parking Improvements Project
- [7.](#) Resolution For Hazardous Waste Trust Fund Reimbursement
- [8.](#) Intergovernmental Agreement with Lawrenceville Development Authority for transfer and sale of 427 Reynolds Road

#### **Public Hearing Old Business**

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

- [9.](#) Adoption of Fiscal Year 2026 Budget Resolution

#### **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.](#) RZR2024-00025; North DTL CC Ph1, LLC; 806 North Clayton Street, 816 North Clayton Street, 824 North Clayton Street, 830 North Clayton Street, 838 North Clayton Street, 843 North Clayton Street, 853 North Clayton Street, 857 North Clayton Street, 205 Grizzly Parkway, 255 Grizzly Parkway, 285 Grizzly Parkway

#### **Council Business Old Business**

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

- [11.](#) Approval of the renewal of property and casualty insurance coverage
- [12.](#) Ordinance to Amend the City of Lawrenceville City Charter

#### **Council Business New Business**

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

- [13.](#) Downtown Development Authority Update on \$1M loan for Downtown Redevelopment
- [14.](#) Lease Agreement for 120 Neal Boulevard
- [15.](#) Resolution to dissolve the Hooper-Renwick Legacy Preservation Committee

#### **Executive Session – Personnel, Litigation, Real Estate**

#### **Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: CONSENT AGENDA

<b>Item:</b>	Renewal of Microsoft Enterprise Agreement
<b>Department:</b>	Information Technology Department
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	Approx \$197,087.46 per year
<b>Presented By:</b>	Kyle Parker, Information Technology Director
<b>Action Requested:</b>	Approval to renew the City's Microsoft Enterprise Agreement for a three-year term, and authorization for the Mayor or City Manager to execute the contracts, subject to approval by the City Attorney.

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**Summary:** The Microsoft Enterprise Agreement (EA) is a volume licensing program that provides the City of Lawrenceville with access to Microsoft software and cloud services, including Microsoft 365, Windows licensing, and various security and compliance tools. This agreement covers both user licenses (for productivity and collaboration tools such as Outlook, Teams, SharePoint, OneDrive, and Office applications) and device licenses, including Windows Server and workstation operating system licenses.

The EA allows for predictable annual budgeting, discounted pricing through consolidated purchasing, and scalable license management as the City's needs evolve. It also provides critical enterprise-grade security, device management, and compliance capabilities aligned with CJIS and NIST standards.

**Background:** The City of Lawrenceville has participated in the Microsoft Enterprise Agreement program through multiple three-year terms. This agreement centralizes the licensing of key Microsoft technologies used throughout City departments, enabling a unified and secure technology environment. Through this agreement, the City receives software updates, cloud-based collaboration tools, and essential cybersecurity features that support daily operations and remote work capabilities.

The current agreement is set to expire, and renewal is required to ensure continued access to Microsoft services without disruption. The IT Department has reviewed the licensing needs for users, servers, and workstations across the organization and recommends renewal under the updated three-year agreement terms.

**Fiscal Impact:** The renewal cost is included in the IT Department's annual budget. The Microsoft Enterprise Agreement is structured as a three-year term with annual payments. Licensing is based on the number of users and devices. A true-up process will occur at the end of each year to reconcile any over- or under-licensing for the current year. The following year's payment will then be adjusted separately to reflect the anticipated user and device counts for that year.

**Attachments/Exhibits:**

- Dell Quote - MS EA Renewal - 2025-06-04.pdf





Dell Customer Confidential

Andrea Anderson

## Quotation

[Andrea.Anderson1@dell.com](mailto:Andrea.Anderson1@dell.com)

512.720.3027

Customer: City of Lawrenceville

Customer#: 4835680

Contract Name Georgia Software Contract

Contract Code C000000181026

Customer Agreement # SPD-SPD0000060-0006

Date of Issue: 6/4/2025

Quote Expires: 07/31/2025

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

EA TBD	Mfg#	Quantity	Unit Price	Ext. Price
M365 Copilot GCC Sub Add-on	EP2-24658	4	\$360.00	\$ 1,440.00
Win Server Standard Core ALng SA 16L	9EM-00267	2	\$173.25	\$ 346.50
Win Server DC Core ALng SA 16L	9EA-00273	15	\$1,139.25	\$ 17,088.75
M365 G5 GCC Sub Per User	AAL-45735	10	\$627.00	\$ 6,270.00
M365 G3 Original GCC Sub Per User	AAA-11982	367	\$395.88	\$ 145,287.96
Exchange Online P2 GCC Sub Per User	3NS-00003	30	\$74.75	\$ 2,242.50
SQL Server Standard Core ALng LSA 2L	7NQ-00302	4	\$2,985.50	\$ 11,942.00
SQL Server Standard Core ALng SA 2L	7NQ-00292	8	\$663.50	\$ 5,308.00
Visio P2 GCC Sub Per User	P3U-00001	2	\$140.25	\$ 280.50
Defender O365 P1 GCC Sub Per User	3GU-00001	367	\$18.75	\$ 6,881.25
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	377	\$0.00	\$ -
<b>Total</b>				<b>\$ 197,087.46</b>

Notes: Year 1 of 3

- 1) Customer's purchase is subject to the terms and conditions of the above referenced contract.
- 2) Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government

- 4) All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.
- 5) Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.

customers. If you have a question re: your tax status, please contact your inside sales representative listed above.

- 3) Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee). This applies unless this provision is specifically excluded in the above referenced contract.

- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: CONSENT AGENDA

<b>Item:</b>	Ordinance to amend the date and place of the regularly scheduled meetings of the Lawrenceville City Council for 2025
<b>Department:</b>	City Clerk
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Karen Pierce, City Clerk
<b>Action Requested:</b>	Adopt the ordinance amending the date and place of the regularly scheduled meetings of the Lawrenceville City Council for 2025

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**Summary:** The City Council previously adopted the schedule of their regularly scheduled meeting dates but now needs to amend that schedule to move the time of the August 6, 2025 work session from August 6, 2025 to August 5, 2025. The attached calendar reflects the amended meeting dates for 2025.

**Attachments/Exhibits:**

- Ordinance Amendment to set meeting dates for 2025
- Amended Council Meeting Dates for 2025

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE DATE AND PLACE OF REGULARLY SCHEDULED MEETINGS OF THE LAWRENCEVILLE CITY COUNCIL FOR YEAR 2025**

**WHEREAS**, the Council of the City of Lawrenceville desires to establish the date and place of its regular meetings for the 2025 calendar year in accordance with the requirements of Georgia Law; and

**WHEREAS**, the Council of the City of Lawrenceville desires to amend the date of their scheduled work session on August 6, 2025, from August 6, 2025 to August 5, 2025.

**NOW THEREFORE**, the Council of the City of Lawrenceville hereby ordains that its regularly scheduled Council Meetings and Work Sessions will be held every month, as shown on the attached schedule. Meetings will be held in the Lawrenceville City Hall Council Chambers located at 70 S. Clayton Street, Lawrenceville, Georgia; and

**IT IS FURTHER ORDAINED**, that other special call meetings may be duly called as needed and properly noticed. All meetings are open to the public, and the City Council welcomes and encourages attendance at these meetings.

**IT IS SO ORDAINED** this 25<sup>th</sup> day of June, 2025.

\_\_\_\_\_  
David R. Still, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### 2025 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

<b>City Council Work Session (2<sup>nd</sup> Wednesday)</b>	<b>City Council Regular Meeting (4<sup>th</sup> Monday)</b>
<b>01/15/2025</b>	<b>01/29/2025 (Wednesday)</b>
<b>02/12/2025</b>	<b>02/24/2025</b>
<b>03/19/2025</b>	<b>03/31/2025</b>
<b>04/14/2025 (Monday)</b>	<b>04/23/2025 (Wednesday)</b>
<b>05/14/2025</b>	<b>05/28/2025 (Wednesday)</b>
<b>06/11/2025</b>	<b>06/25/2025 (Wednesday)</b>
<b>07/09/2025</b>	<b>07/28/2025</b>
<b>08/05/2025 (Tuesday)</b>	<b>08/25/2025</b>
<b>09/03/2025</b>	<b>09/22/2025</b>
<b>10/08/2025</b>	<b>10/27/2025</b>
<b>11/19/2025 (2:00 PM)</b>	<b>11/19/2025 (Wednesday)</b>
<b>12/10/2025 (2:00 PM)</b>	<b>12/10/2025 (Wednesday)</b>

Organizational Meeting for Swearing in will be held on 12/17/2025



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: CONSENT AGENDA

<b>Item:</b>	City of Lawrenceville Depot Street Parking Improvements Project
<b>Department:</b>	Engineering
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	\$819,437.91
<b>Presented By:</b>	Reginald Anderson, City Engineer
<b>Action Requested:</b>	Award City of Lawrenceville Depot Street Parking Improvements Project to lowest bidder, International Waste Services LLC, amount not to exceed \$819,437.91. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

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**Summary:** This project consists of demolition, removal, hauling, and disposal of existing building (asbestos removal), utility services, landscaping, pavement, concrete, existing retaining wall, and other features; as well as, improvements to provide additional downtown parking along Depot Street; including the installation of proposed curb and gutter and concrete sidewalks, base and asphalt pavement, new cast in place reinforced concrete retaining wall, storm drain piping, storm structures, site grading, erosion control, striping, pavement markings, signage, ADA pedestrian ramps, landscaping, and installation of site lighting.

**Fiscal Impact:** Amount not to exceed \$819,437.91. This project is funded by the Capital Outlay Fund (3264200.541000). SPLOST. Project SP-042.

**Attachments/Exhibits:**

- Bid Tabulation

SB023-25

City of Lawrenceville Depot Street Parking Lot Improvements Project

Engineering Department

				Bayne Development Group, LLC		Complete Site, LLC		International Waste Services LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties and Bonds	1	LS	\$158,313.11	\$158,313.11	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
2	Mobilization & Demobilization	1	LS	\$40,870.00	\$40,870.00	\$18,500.00	\$18,500.00	\$10,000.00	\$10,000.00
3	Traffic Control & Staggering (6 or 8 ft temporary fence around worksite following International Building Code and MUTCD)	1	LS	\$1,220.00	\$1,220.00	\$40,250.00	\$40,250.00	\$10,000.00	\$10,000.00
4	Erosion Control All Complete per plans and GDOT Specs.	1	LS	\$2,440.00	\$2,440.00	\$22,500.75	\$22,500.75	\$15,826.17	\$15,826.17
5	Demolition complete – Including Removal, Hauling, and Disposal of Existing Building, Utility Services, Landscaping, Pavement, Concrete, Existing Retaining Wall, and Other features. Building Asbestos removal included (see Appendix). See sheet C2.0.	1	LS	\$247,728.00	\$247,728.00	\$105,595.00	\$105,595.00	\$98,481.50	\$98,481.50
6	Coordinate, remove power pole (AT&T owner) and relocate utilities. See sheet C2.0.	1	LS	\$23,180.00	\$23,180.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00
7	Grading Complete	1	LS	\$131,326.00	\$131,326.00	\$74,975.00	\$74,975.00	\$167,122.52	\$167,122.52
8	Cast in Place Reinforced Concrete Retaining Wall and Footings (Various Heights). All included per plans and specs. See sheets S0.1 and S1.1	1	LS	\$164,010.00	\$164,010.00	\$345,995.00	\$345,995.00	\$122,000.00	\$122,000.00
9	18 in, h 1-10 - RCP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring & including all tie-ins and regrout all structures, compacted backfill up to grade.	68	LF	\$247.64	\$16,839.52	\$87.00	\$5,916.00	\$90.00	\$6,120.00
10	24 in, h 1-10 - RCP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring & including all tie-ins and regrout all structures, compacted backfill up to grade.	118	LF	\$254.36	\$30,014.48	\$111.00	\$13,098.00	\$120.00	\$14,160.00

## COST TABULATION

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11	36 in, h 1-10 - RCP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring & including all tie-ins and regrout all structures, compacted backfill up to grade.	24	LF	\$467.66	\$11,223.84	\$256.00	\$6,144.00	\$145.00	\$3,480.00
12	Replacement storm drain pipe, 18 in, h 1-10-CPP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring and including all tie-ins and regrout all structures, compacted backfill up to grade. Asphalt patch matching existing road layers.	90	LF	\$185.71	\$16,713.90	\$108.00	\$9,720.00	\$200.00	\$18,000.00
13	Stormwater Catch Basin Throat and Top (GDOT STD 1033D or 1043 D). All included per plans and specs. See sheet C-6.1 for structures dimensions.	2	EA	\$3,172.00	\$6,344.00	\$5,500.00	\$11,000.00	\$6,318.26	\$12,636.52
14	Stormwater Catch Basin- Grate Inlet (GDOT STD 1019 Type A). All included per plans and specs. See sheet C-6.1 for structures dimensions.	4	EA	\$10,217.50	\$40,870.00	\$6,950.00	\$27,800.00	\$13,163.00	\$52,652.00
15	Light Pole and Luminaire, Concrete Bases (with Foundation), Conduits, Wiring. See Sheet C-6.2 for details.	2	EA	\$7,726.00	\$15,452.00	\$27,167.06	\$54,334.12	\$6,000.00	\$12,000.00
16	Bored 2-Inch Electrical Conduit HDPE (Schedule #40) with (2) #6AWG, (1) #6AWG GND. Include all connections as needed	280	LF	\$164.70	\$46,116.00	\$23.53	\$6,588.40	\$72.00	\$20,160.00
17	Electrical Service Point (materials and service). Include underground enclosure assembly for heavy traffic	4	EA	\$1,037.00	\$4,148.00	\$4,941.18	\$19,764.72	\$1,200.00	\$4,800.00
18	Concrete Wheel Stop. See Sheet C-6.0 for Detail.	27	EA	\$185.40	\$5,005.80	\$335.00	\$9,045.00	\$350.00	\$9,450.00
19	Flexible Pavement: 1.5" 9.5mm SURFACE COURSE SUPERPAVE, 3" 19mm BINDER COURSE, 8" GAB (including Tack & Coat). See Sheet C-6.0 For Details.	2420	SY	\$75.89	\$183,653.80	87.50	\$211,750.00	\$49.90	\$120,758.00
20	24" Curb & Gutter	563	LF	\$39.03	\$21,973.89	\$32.35	\$18,213.05	\$34.00	\$19,142.00
21	Concrete Sidewalk (4" Thick)	279	SY	\$75.41	\$21,039.39	\$72.50	\$20,227.50	\$15.00	\$4,185.00
22	6" thick GDOT Driveway (A1) With Tapered Entrance And Valley Gutter. All included per plans and specs. See Sheet C-6.0 for detail.	56	SY	\$113.46	\$6,353.76	\$126.00	\$7,056.00	\$16.00	\$896.00
23	Thermoplastic Pavement Striping, All Complete per plans and GDOT Specs.	1	LS	\$13,121.00	\$13,121.00	\$13,500.00	\$13,500.00	\$5,000.00	\$5,000.00
24	Aluminum Treadplate Cover. See Sheet C-6.0 for Detail.	1	EA	\$1,464.00	\$1,464.00	\$4,880.00	\$4,880.00	\$600.00	\$600.00
25	5' Steel Fence 'Montage Commercial' Black. See Sheet C-6.1 for Detail. All included (footings included)	312	LF	\$117.72	\$36,728.64	\$155.00	\$48,360.00	\$122.00	\$38,064.00
26	Sod All Complete (Bermuda)	241	SY	\$12.68	\$3,055.88	\$12.00	\$2,892.00	\$16.20	\$3,904.20
27	ADA Ramp with Detectable Warning	3	EA	\$1,403.00	\$4,209.00	\$1,250.00	\$3,750.00	\$2,000.00	\$6,000.00
28	2.5" Cal. Tree – City Sprite Zelkova	3	EA	\$1,200.00	\$3,600.00	\$2,660.00	\$7,980.00	\$1,500.00	\$4,500.00
29	2.5" Cal. Tree – Princeton Sentry Ginko	2	EA	\$1,220.00	\$2,440.00	\$2,660.00	\$5,320.00	\$1,500.00	\$3,000.00
30	Vertical Signage (Stop and Handicaps) All Complete per plans and GDOT/MUTCD Specs.	3	EA	\$213.33	\$639.99	\$575.00	\$1,725.00	\$800.00	\$2,400.00
31	Wayfind Parking Signage. See Sheet C6.2 for details.	1	LS	\$20,160.00	\$20,160.00	\$11,453.75	\$11,453.75	\$2,100.00	\$2,100.00
<b>TOTAL</b>				\$1,280,254.00		\$1,167,833.29		\$819,437.91	



				Ohmshiv Construction, LLC		S.H. Creel Contracting, LLC		Summit Construction and Development LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties and Bonds	1	LS	\$15,950.00	\$15,950.00	\$22,101.00	\$22,101.00	\$29,000.00	\$29,000.00
2	Mobilization & Demobilization	1	LS	\$10,000.00	\$10,000.00	\$12,614.00	\$12,614.00	\$45,900.00	\$45,900.00
3	Traffic Control & Staggering (6 or 8 ft temporary fence around worksite following International Building Code and MUTCD)	1	LS	\$35,000.00	\$35,000.00	\$21,084.00	\$21,084.00	\$28,000.00	\$28,000.00
4	Erosion Control All Complete per plans and GDOT Specs.	1	LS	\$8,000.00	\$8,000.00	\$10,687.00	\$10,687.00	\$6,479.50	\$6,479.50
5	Demolition complete – Including Removal, Hauling, and Disposal of Existing Building, Utility Services, Landscaping, Pavement, Concrete, Existing Retaining Wall, and Other features. Building Asbestos removal included (see Appendix). See sheet C2.0.	1	LS	\$211,750.00	\$211,750.00	\$144,237.00	\$144,237.00	\$141,202.47	\$141,202.47
6	Coordinate, remove power pole (AT&T owner) and relocate utilities. See sheet C2.0.	1	LS	\$1,500.00	\$1,500.00	\$7,685.00	\$7,685.00	\$5,000.00	\$5,000.00
7	Grading Complete	1	LS	\$115,000.00	\$115,000.00	\$136,479.00	\$136,479.00	\$152,994.00	\$152,994.00
8	Cast in Place Reinforced Concrete Retaining Wall and Footings (Various Heights). All included per plans and specs. See sheets S0.1 and S1.1	1	LS	\$250,000.00	\$250,000.00	\$138,501.00	\$138,501.00	\$250,000.00	\$250,000.00
9	18 in, h 1-10 - RCP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring & including all tie-ins and regROUT all structures, compacted backfill up to grade.	68	LF	\$90.00	\$6,120.00	\$89.00	\$6,052.00	\$90.00	\$6,120.00
10	24 in, h 1-10 - RCP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring & including all tie-ins and regROUT all structures, compacted backfill up to grade.	118	LF	\$100.00	\$11,800.00	\$118.00	\$13,924.00	\$120.00	\$14,160.00
11	36 in, h 1-10 - RCP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring & including all tie-ins and regROUT all structures, compacted backfill up to grade.	24	LF	\$155.00	\$3,720.00	\$164.00	\$3,936.00	\$210.00	\$5,040.00
12	Replacement storm drain pipe, 18 in, h 1-10-CPP, including stone bedding, stone backfill up to top of pipe elevation, 98% compaction, shoring and including all tie-ins and regROUT all structures, compacted backfill up to grade. Asphalt patch matching existing road layers.	90	LF	\$120.00	\$10,800.00	\$89.00	\$8,010.00	\$110.00	\$9,900.00
13	Stormwater Catch Basin Throat and Top (GDOT STD 1033D or 1043 D). All included per plans and specs. See sheet C-6.1 for structures dimensions.	2	EA	\$6,000.00	\$12,000.00	\$11,776.00	\$23,552.00	\$8,500.00	\$17,000.00

## COST TABULATION

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14	Stormwater Catch Basin- Grate Inlet (GDOT STD 1019 Type A). All included per plans and specs. See sheet C-6.1 for structures dimensions.	4	EA	\$6,000.00	\$24,000.00	\$9,323.00	\$37,292.00	\$4,800.00	\$19,200.00
15	Light Pole and Luminaire, Concrete Bases (with Foundation), Conduits, Wiring. See Sheet C-6.2 for details.	2	EA	\$6,250.00	\$12,500.00	\$6,071.00	\$12,142.00	\$25,000.00	\$50,000.00
16	Bored 2-Inch Electrical Conduit HDPE (Schedule #40) with (2) #6AWG, (1) #6AWG GND. Include all connections as needed	280	LF	\$32.00	\$8,960.00	\$28.00	\$7,840.00	\$35.00	\$9,800.00
17	Electrical Service Point (materials and service). Include underground enclosure assembly for heavy traffic	4	EA	\$2,450.00	\$9,800.00	\$3,036.00	\$12,144.00	\$18,500.00	\$74,000.00
18	Concrete Wheel Stop. See Sheet C-6.0 for Detail.	27	EA	\$110.00	\$2,970.00	\$102.00	\$2,754.00	\$250.00	\$6,750.00
19	Flexible Pavement: 1.5" 9.5mm SURFACE COURSE SUPERPAVE, 3" 19mm BINDER COURSE, 8" GAB (including Tack & Coat). See Sheet C-6.0 For Details.	2420	SY	\$54.00	\$130,680.00	\$67.00	\$162,140.00	\$57.50	\$139,150.00
20	24" Curb & Gutter	563	LF	\$25.00	\$14,075.00	\$42.00	\$23,646.00	\$35.00	\$19,705.00
21	Concrete Sidewalk (4" Thick)	279	SY	\$44.00	\$12,276.00	\$63.00	\$17,577.00	\$54.00	\$15,066.00
22	6" thick GDOT Driveway (A1) With Tapered Entrance And Valley Gutter. All included per plans and specs. See Sheet C-6.0 for detail.	56	SY	\$58.00	\$3,248.00	\$100.00	\$5,600.00	\$84.00	\$4,704.00
23	Thermoplastic Pavement Striping, All Complete per plans and GDOT Specs.	1	LS	\$10,000.00	\$10,000.00	\$6,734.00	\$6,734.00	\$6,277.50	\$6,277.50
24	Aluminum Treadplate Cover. See Sheet C-6.0 for Detail.	1	EA	\$3,500.00	\$3,500.00	\$2,470.00	\$2,470.00	\$1,500.00	\$1,500.00
25	5' Steel Fence 'Montage Commercial' Black. See Sheet C-6.1 for Detail. All included (footings included)	312	LF	\$75.00	\$23,400.00	\$91.00	\$28,392.00	\$280.00	\$87,360.00
26	Sod All Complete (Bermuda)	241	SY	\$8.00	\$1,928.00	\$18.00	\$4,338.00	\$12.50	\$3,012.50
27	ADA Ramp with Detectable Warning	3	EA	\$1,500.00	\$4,500.00	\$499.00	\$1,497.00	\$2,500.00	\$7,500.00
28	2.5" Cal. Tree – City Sprite Zelkova	3	EA	\$700.00	\$2,100.00	\$906.00	\$2,718.00	\$650.00	\$1,950.00
29	2.5" Cal. Tree – Princeton Sentry Ginko	2	EA	\$700.00	\$1,400.00	\$1,074.00	\$2,148.00	\$650.00	\$1,300.00
30	Vertical Signage (Stop and Handicaps) All Complete per plans and GDOT/MUTCD Specs.	3	EA	\$500.00	\$1,500.00	\$541.00	\$1,623.00	\$850.00	\$2,550.00
31	Wayfind Parking Signage. See Sheet C6.2 for details.	1	LS	\$500.00	\$500.00	\$15,455.00	\$15,455.00	\$6,500.00	\$6,500.00
<b>TOTAL</b>				\$958,977.00		\$895,372.00		\$1,167,120.97	

**Recommended vendor:**

International Waste Services LLC  
 3379 Peachtree Rd. NE, Suite 555  
 Atlanta, GA 30326  
[alvin.intlwaste@gmail.com](mailto:alvin.intlwaste@gmail.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: CONSENT AGENDA

<b>Item:</b>	Resolution For Hazardous Waste Trust Fund Reimbursement
<b>Department:</b>	Finance
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Keith Lee, Chief Financial Officer
<b>Action Requested:</b>	Approve Resolution to Authorize the City to submit an application for reimbursement to the Hazardous Waste Trust Fund

---

**Summary:** The City performed certain actions to bring the site into compliance with the Environmental Protection Requests. The Hazardous Waste Trust Fund is available to the City for reimbursement. This resolution authorizes staff to complete the application and submit it to the Environmental Protection Division. The estimated reimbursement request is \$85,000.

**Fiscal Impact:** N/A

**Attachments/Exhibits:**

- Reimbursement Resolution 2025.docx
- Application for Reimbursement Part 1.docx
- Exhibit A Reimb Res.pdf

# RESOLUTION \_\_\_\_\_

## MAYOR AND COUNCIL

### CITY OF LAWRENCEVILLE, GEORGIA

#### A RESOLUTION TO APPROVE SUBMISSION OF HAZARDOUS WASTE TRUST FUND REIMBURSEMENT APPLICATION

**WHEREAS**, the City of Lawrenceville (the “City”) is a “local government” as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, “EPD Rules”), Rule number 391-3-19-.09; and

**WHEREAS**, the City is a municipal corporation within the meaning of O.C.G.A. Section 12-8-95(b)(4) and EPD Rule 391-3-19-.09; and

**WHEREAS**, a portion of the site more particularly described in Exhibit “A” attached hereto was a solid waste handling facility as defined by EPD Rule 391-3-4-.10(67) (hereinafter, “the Site”), and has been placed on the Hazardous Site Inventory pursuant to the Hazardous Site Response Act (O.C.G.A., Section 12-8-90 et seq.); and

**WHEREAS**, the Director of the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) has notified the City in writing that the City is a “responsible party” (as defined in EPD Rule 391 3-19-.02(2)(s)) for the Site; and

**WHEREAS**, the City has expended certain costs associated with the investigation, remediation, post-closure care and maintenance of the Site (hereinafter, “the Costs”); and

**WHEREAS**, the Costs (or a portion thereof) may be eligible for reimbursement to the City by the Director of EPD from the Hazardous Waste Trust Fund (pursuant to O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-3-19-.09 and other pertinent law), provided said Costs (or portion thereof) are determined by EPD to be “Eligible Costs” (as defined in EPD Rule 391-3-19-.09(4)(a)), and provided the City has met the “Eligibility Requirements” set forth in EPD Rule 391-3-19-.09(2); and

**WHEREAS**, the said “Eligibility Requirements” set forth in EPD Rule 391-3-19-.09(2) require, among other things, that the following criteria be met in order for the Costs (or portion thereof) to be eligible for reimbursement:

“...(e) the state or local government has adopted an authorizing resolution; and

(f) the state or local government has submitted to the Director [of EPD] a completed application for financial assistance on forms as provided by the Director...”; and

**WHEREAS**, the City desires to make application to EPD for reimbursement of the Costs (or a portion thereof) on the form(s) provided by the Director of EPD (as completed and attached

hereto as Exhibit “B”), and to take any other action which may be necessary or appropriate to have the Costs (or portion thereof) fully considered for such purposes; and

**WHEREAS**, in the event the attached application is approved by EPD, the City desires to receive the sums approved by EPD as reimbursement of the Costs (or a portion thereof), and to process, administratively handle and utilize said sums for such approved purposes; and

**WHEREAS**, the City is confident that it can otherwise satisfy the “Eligibility Requirements” set forth in EPD Rule 391-3-19-.09(2);

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager and his designees are hereby fully authorized to complete and execute the application attached hereto as Exhibit “B” on behalf of the City, and to submit same to EPD for its consideration.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to take any and all other action, without further approval or action of the Mayor and City Council (including, but not limited to, executing supplemental forms, application amendments, additional applications and the like, and providing additional information or documentation), which may be necessary or appropriate in order for the Costs (or portion thereof) to be fully considered by EPD for reimbursement from the Hazardous Waste Trust Fund in accordance with the provisions of O.C.G.A. Section 12-8-90 et seq., EPD Rule 391-3-19-.09, and other pertinent law.

**IT IS SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF LAWRENCEVILLE

\_\_\_\_\_  
David R. Still, Mayor

ATTEST:

\_\_\_\_\_  
Karen Pierce, City Clerk

**EXHIBIT A  
LEGAL DESCRIPTION  
TRACT ONE  
9.784 ACRES  
CITY OF LAWRENCEVILLE**

All that tract or parcel of land lying and being in Land Lot 180 of the 5th Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows: TO FIND THE **POINT OF COMMENCEMENT**, begin at a point at the intersection of the northerly Right-of-Way of Paper Mill Road (80-foot Right-of-Way) and the Land Lot Line common to Land Lots 179 and 180; THENCE departing said Right-of-Way and along the Land Lot Line common to Land Lots 179 and 180 North 59 degrees 18 minutes 21 seconds East for a distance of 178.20 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and along the Land Lot Line common to Land Lots 179 and 180, North 59 degrees 18 minutes 21 seconds East for a distance of 288.10 feet to an iron pin found; THENCE North 59 degrees 25 minutes 04 seconds East for a distance of 433.64 feet to an iron pin found; THENCE North 59 degrees 04 minutes 57 seconds East for a distance of 25.13 feet to a Point; THENCE South 65 degrees 37 minutes 39 seconds East for a distance of 266.89 feet to a Point; THENCE North 82 degrees 05 minutes 19 seconds East for a distance of 79.63 feet to a Point; THENCE South 29 degrees 33 minutes 32 seconds West for a distance of 1026.08 feet to a Point of the northerly Right-of-Way of Paper Mill Road (80-foot Right-of-Way); THENCE along the northerly Right-of-Way of Paper Mill Road the following courses and distances: North 64 degrees 42 minutes 53 seconds West for a distance of 55.95 feet to a Point; THENCE along a curve to the right having a radius of 1074.05 feet and arc length of 85.20 feet being subtended by a chord of North 62 degrees 26 minutes 33 seconds West for a distance of 85.18 feet to a Point; THENCE departing said Right-of-Way North 29 degrees 49 minutes 48 seconds East for a distance of 172.84 feet to a Point; THENCE North 47 degrees 57 minutes 18 seconds West for a distance of 483.06 feet to a Point; THENCE North 38 degrees 41 minutes 33 seconds West for a distance of 95.27 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 9.784 acres and is shown as Tract One as shown on the Boundary Survey for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 9/18/17, which plat is incorporated herein by reference.

**LEGAL DESCRIPTION  
TRACT TWO  
3.971 ACRES  
CITY OF LAWRENCEVILLE**

All that tract or parcel of land lying and being in Land Lot 180 of the 5th Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows: TO FIND THE **POINT OF COMMENCEMENT**, begin at a point at the intersection of the northerly Right-of-Way of Paper Mill Road (80-foot Right-of-Way) and the Land Lot Line common to Land Lots 179 and 180; THENCE departing said Right-of-Way and along the Land Lot Line common to Land Lots 179 and 180 North 59 degrees 18 minutes 21 seconds East for a distance of 178.20 feet to a Point; THENCE South 38 degrees 41 minutes 33 seconds East for a distance of 95.27 feet to a Point; THENCE South 47 degrees 57 minutes 18 seconds East for a distance of 483.06 feet to a Point; THENCE South 29 degrees 49 minutes 48 seconds West for a distance of 172.84 feet to a Point on the northerly Right-of-Way of Paper Mill Road (80-foot Right-of-Way); THENCE along said Right-of-Way 85.20 feet along the arc of a curve to the left having a radius of 1074.05 feet, chord distance of 85.18 feet and chord bearing of South 62 degrees 26 minutes 33 seconds East to a Point; THENCE continuing along said Right-of-Way South 64 degrees 42 minutes 53 seconds East for a distance of 55.95 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established North 29 degrees 33 minutes 32 seconds East for a distance of 1026.08 feet to a Point; THENCE North 82 degrees 05 minutes 19 seconds East for a distance of 200.31 feet to a Point; THENCE South 30 degrees 34 minutes 55 seconds East for a distance of 92.17 feet to a Point; THENCE North 85 degrees 39 minutes 50 seconds West for a distance of 105.07 feet to an iron pin found; THENCE South 33 degrees 40 minutes 30 seconds West for a distance of 323.23 feet to an iron pin set; THENCE South 08 degrees 57 minutes 27 seconds West for a distance of 347.13 feet to an iron pin found; THENCE South 51 degrees 10 minutes 19 seconds East for a distance of 286.48 feet to an iron pin found; THENCE North 78 degrees 11 minutes 12 seconds West for a distance of 98.60 feet to an rock monument found; THENCE North 74 degrees 15 minutes 49 seconds West for a distance of 431.71 feet to an iron pin found; THENCE South 17 degrees 45 minutes 33 seconds West for a distance of 231.04 feet to an iron pin set on the northerly Right-of-Way of Paper Mill Road (80-foot Right-of-Way); THENCE along the northerly Right-of-Way of Paper Mill Road the following courses and distances: North 64 degrees 42 minutes 53 seconds West for a distance of 59.84 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 3.971 acres and is shown as Tract Two as shown on the Boundary Survey for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 9/18/17, which plat is incorporated herein by reference.

**Exhibit B**





Georgia  
Department of

Natural Resources  
Environmental Protection Division  
Land Protection Branch  
Response and Remediation Program

7.

## Hazardous Waste Trust Fund Application "Request for Reimbursement"

This application shall be used by state and local governments only for requesting reimbursement of eligible costs from the Hazardous Waste Trust Fund (HWTF). Unless otherwise defined in this application, all terms used in this application shall have the same meaning as those used in the Georgia Rules for Hazardous Site Response, Chapter 393-3-19.

All sections of the form must be complete for the application to be considered. All forms and attachments to the application should be typed.

Site Name

Hazardous Site Inventory Number  
(if applicable)

Solid Waste Permit Number  
(if applicable)

Name of Applicant (State or Local Government)

Name and Title of Contact Person for this Application

Mailing Address

City

State

Zip Code

County

(Area Code) Telephone Number of Contact Person

(Area Code) Facsimile Number of Contact Person

e-mail Address of Contact Person

Amount Requested from HWTF: \$

\$		,				,				.		
----	--	---	--	--	--	---	--	--	--	---	--	--

Please check the appropriate response to the following questions or provide the information as requested:

1. The site for which reimbursement is being requested is currently listed on the (Check both if applicable)

☐ National Priorities List

Date of Listing / /

☐ Hazardous Site Inventory

Date of Listing / /

2. Have you received written notification from USEPA pursuant to the Comprehensive Response Compensation and Liability Act (CERCLA) or from GA EPD pursuant to the Hazardous Site Response Act (HSRA) that the state or local government making this application has been identified as a responsible party for this site? (If “Yes”, attach a copy of this letter to this application. If “No”, the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

☐ Yes

☐ No

☐ Don't know

3. Is the site for which the reimbursement is being requested owned by the applicant? (Check “Yes” or “No” below) If “No”, please provide the name and address of the current owner of record.

☐ Yes

☐ No

Owner Name/Address/Contact:

Please attach a 50-year abstract of title for the subject property, including copies of all deeds referenced therein, along with a title opinion executed by an attorney admitted to practice by the State Bar of Georgia.

4. Please provide the following information for all persons who may be responsible parties for this site. Attach additional pages as necessary. If a percentage share of liable costs has been apportioned, please indicate that percentage for each responsible party.

Name/Address/Contact:	Percentage of Assigned cost share:
<div></div>	<div></div>
<div></div>	
<div></div>	

4. continued

Name/Address/Contact:

Percentage of  
Assigned cost share:

5. Has a resolution been adopted by the applicant’s governing body authorizing the applicant to apply for and receive such funds? (If “Yes”, please attach a copy of the authorizing resolution to this application. If “No”, the application cannot be processed until the authorizing resolution is submitted.)

\*For your convenience, a model resolution is available at [www.gaepd.org](http://www.gaepd.org).

Yes  No

6. Is the applicant using an accounting system that meets the requirements of the Government Accounting Standards Board (GASB)? (If “No”, the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

Yes  No

7. List the funding sources (other than this application) and corresponding amounts which have been received or requested for use at this site (including any prior applications to, or funds received from the HWTF.) The applicant should provide a detailed list outlining the items for which reimbursement has been received or has been requested. Attach additional pages if necessary.

Name of Funding Source:	Amount:	Commitment Date:
<div></div>	<div></div>	<div></div> / <div></div> / <div></div>
<div></div>	<div></div>	<div></div> / <div></div> / <div></div>

8. Please attach a brief history of the site including permitting history, corrective action required, consent or administrative orders, or other information. Attach copies of any current orders or permits. Please provide directions to the site and attach a map showing its location. If this application is for reimbursement of costs associated with only a portion or phase of a project, please provide a map that clearly delineates the portion for which funding is being requested.

9. Please attach a description of costs for which reimbursement is being requested along with proof of payment and supporting documentation sufficient to determine eligible costs.

Acceptable documentation for an Application for Reimbursement:

- ☐ Copy of Engineering Contract or Agreement to determine scope of work.
- ☐ Copy of itemized engineers invoice.
- ☐ Copy of Applicant's cancelled checks verifying payment by applicant.
- ☐ If invoice and cancelled check are different, notation on the check should indicate which engineering invoice(s) is covered in each check.

10. Please provide the name, title, address and telephone number of the individual who will be authorized to execute a contract with EPD to effectuate payment from the Hazardous Waste Trust Fund.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
(Area Code) Telephone Number

11. Please provide the name, title, address and telephone number of the individual authorized to receive payment. If this is more than one individual, please attach additional pages.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
(Area Code) Telephone Number

12. All checks from the Hazardous Waste Trust Fund should be made payable to:

\_\_\_\_\_

Federal ID #: \_\_\_\_\_

13. Please provide any other information you believe to be relevant to this application:

\_\_\_\_\_  
\_\_\_\_\_

*I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations.*

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Please mail completed Application to the following address:

Ms. Kelly Kitchens  
Georgia Environmental Protection Division  
Response and Remediation Program  
2 Martin Luther King Jr. Drive, SE  
Suite 1452 East Tower  
Atlanta, Georgia 30334

If you have any questions regarding this application, please call:

Ms. Kelly Kitchens  
Response and Remediation Program  
(404)657-8600



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: CONSENT AGENDA

<b>Item:</b>	Intergovernmental Agreement with Lawrenceville Development Authority for transfer and sale of 427 Reynolds Road
<b>Department:</b>	City Manager
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	none
<b>Presented By:</b>	Barry Mock, Assistant City Manager
<b>Action Requested:</b>	Approve the IGA with LDA as presented, and grant authorization for the Mayor to execute said agreements subject to review by the City Attorney.

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**Summary:** The City of Lawrenceville will transfer the property at 427 Reynolds Rd to the LDA, and the LDA will sell the property to Luxury Landscape. The LDA will provide all proceeds from the sale of the property to the City.

**Attachments/Exhibits:**

- IGA for 427 Reynolds Road

## INTERGOVERNMENTAL AGREEMENT

### 427 Reynolds Road

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

### W I T N E S S E T H:

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “**Act**”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

**WHEREAS**, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties 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 LDA do hereby agree as follows:

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process, and the City makes no representations as to the outcome of any rezoning proposed.
5. 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.
6. 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.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. 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.
9. 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.
10. 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.

[Signatures on Following Page]



**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
David R. Still, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING JUNE 25, 2025

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

<b>Item:</b>	Adoption of Fiscal Year 2026 Budget Resolution
<b>Department:</b>	Finance
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Keith Lee, Chief Financial Officer
<b>Action Requested:</b>	Approval of the Fiscal Year 2026 Budget Resolution and accompanying attachments.

**Summary:** Adoption of the Fiscal Year 2026 Budget Resolution to set the revenue and expenditure priorities for Fiscal Year 2026. The resolution sets the budget for all funds and departments. Authorizes the acceptance of included grants and establishes priorities for the City. The budget includes a Capital Improvement Plan, staffing changes, and salary and benefit adjustments.

**Fiscal Impact:** N/A

**Attachments/Exhibits:**

- Budget Resolution FY 2025.docx
- Attachment A.pdf
- Attachment B.pdf
- Attachment C.pdf
- Attachment D.pdf

## RESOLUTION \_\_\_\_\_

**RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2026  
FOR EACH FUND OF THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS  
SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS  
OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2026  
REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT  
EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING  
ANTICIPATED FUNDING SOURCES**

**WHEREAS**, the City Council of the City of Lawrenceville is the governing authority of said City; and

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

**WHEREAS**, advertised public hearings have been held on the Fiscal Year 2026 Proposed Budget, as required by State and Local Laws and regulations; and

**WHEREAS**, the City Council decrees that the Fiscal Year 2026 Proposed Budget specified in Attachment A shall in all cases apply to and control the financial affairs of City departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

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

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

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

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

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

**BE IT FURTHER RESOLVED** that the Five-Year Capital Project Plan as

specified in Attachment B is accepted and Fiscal Year 2026 projects approved, as specified herein, with multiple-year project budgets as provided for in Official Code of Georgia Annotated Section § 36-81-3(b)(2); and

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

**BE IT FURTHER RESOLVED** that the 2026 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the City Council, except in the following cases where authority is granted to:

**I. The City Manager to:**

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

**II. The City Finance Director to:**

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

salary savings or transfer balances resulting from under expenditures in operating accounts into contingencies or reserves;

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

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

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

**BE IT FURTHER RESOLVED** that the budget accepts the compensation study, salary scales, and authorizes the City Manager to implement the salary adjustments based on the study's salary adjustments through either a market adjustment, merit, or cost of living, with the merit having an average increase of 3.8 percent for all employees with more than six months service with the City; and

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

**BE IT FURTHER RESOLVED** that the new positions in Attachment C are authorized as of July 1, 2025; and

**BE IT FURTHER RESOLVED** that the City Council intends to maintain the City’s Maintenance and Operations millage rate at 3.26.

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

**IT IS SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
David R. Still, Mayor

ATTEST:

\_\_\_\_\_  
Karen Pierce, City Clerk

Fund	Department	FY 2026 Funding Allocation
100 - GENERAL FUND		
	110 - LEGISLATIVE	\$231,295
	132 - CITY MANAGER	\$6,188,396
	133 - CITY CLERK	\$531,143
	150 - FINANCE	\$5,736,220
	151 - PURCHASING	\$250,582
	153 - DATA PROCESSING	\$6,310,550
	154 - HUMAN RESOURCES	\$5,944,989
	157 - ENGINEERING	\$611,393
	160 - COMMUNITY RELATIONS	\$990,955
	265 - COURT	\$1,280,483
	320 - POLICE	\$14,308,136
	410 - PUBLIC WORKS	\$3,567,704
	420 - STREETS	\$2,491,495
	498 - DAMAGE PREVENTION	\$1,478,955
	722 - BUILDING INSPECTIONS	\$344,749
	741 - PLANNING & DEVELOPMENT	\$662,989
	745 - CODE ENFORCEMENT	\$688,218
	751 - ECONOMIC DEVELOPMENT	\$1,000,000
100 - GENERAL FUND		\$52,618,252
210 - CONFISCATED ASSETS-FEDERAL		\$61,000
211 - CONFISCATED ASSETS-LOCAL		\$16,000
215 - 911 FUND		\$1,359,085
270 - TAX ALLOCATION DISTRICT		\$1,200,000
275 - HOTEL/MOTEL TAX FUND		\$350,000
280 - RENTAL MV EXCISE TAX FUND		\$150,000
285 - SCHOOL ZONE CAMERAS		\$2,000,000
326 - SPLOST		\$6,899,485
355 - CAPITAL PROJECTS FUND		\$9,039,730
510 - ELECTRIC FUND OPERATING		\$47,886,642
511 - ELECTRIC FUND CAPITAL		\$4,975,000
515 - GAS FUND OPERATING		\$64,230,392
516 - GAS FUND CAPITAL		\$4,775,000
540 - SOLID WASTE FUND OPERATING		\$3,344,627
541 - SOLID WASTE FUND CAPITAL		\$171,000
555 - COMMUNITY & ECONOMIC DEVELOPMT		\$3,402,490
560 - STORMWATER FUND OPERATING		\$6,195,888
561 - STORMWATER FUND CAPITAL		\$4,620,000
610 - GROUP HEALTH FUND		\$8,821,900
615 - WORKERS COMPENSATION FUND		\$700,000
620 - FLEET SERVICE FUND		\$2,366,940
625 - RISK MANAGEMENT FUND		\$2,556,740
Total		\$227,740,171

Fiscal Year 2026  
Attachment B  
Capital Improvement Plan

Description	Department	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
<b>2023 SPLOST</b>		<b>\$6,899,485</b>	<b>\$7,248,558</b>	<b>\$7,427,458</b>	<b>\$5,844,891</b>		
<b>Cultural/Civic Facilities</b>				\$24,362	\$125,985		
LAC Office Build Out							
Bobby Sikes Back Stage & Plumbing			\$500,000				
Bobby Sikes Rigging				\$0	\$0		
Bobby Sikes Seating Replacement				\$150,000	\$650,000		
<b>Recreational Facilities</b>		\$70,362	\$560,619	\$928,431	\$1,022,906		
Lawn Playground Upgrades							
<b>Parking Facilities</b>				\$2,300,000			
<b>Downtown Parking</b>	<b>Engineering</b>				\$2,170,000		
245 W Crogan Prop Purchase (washburn office)		\$0					
232 W. Pike Street (HufF)		\$750,000	\$0				
Demolition and New Parking (Culver Street Properties)		\$450,000					
290 S Perry		\$550,000					
<b>Parking Depot</b>	<b>Engineering</b>				\$1,000,000		
Parking Lot 480 N Perry	<b>Engineering</b>		\$0				
<b>Roads, Streets, Bridges (City)</b>		\$0	\$158,055	\$1,325,510	\$50,000		
Street Resurfacing	<b>Engineering</b>		\$500,000	\$500,000	\$500,000		
Downtown Raised Intersections							
Gwinnett Dr Widening from Crogan to Nash	<b>Engineering</b>	\$2,000,000					
Lightnin Drive Extension	<b>Engineering</b>						
Pike Park Dr @ Pike St Traffic Signal	<b>Engineering</b>						
Springlake @ Papermill Roundabout	<b>Engineering</b>	\$134,083					
Collins Hill Industrial Way	<b>Engineering</b>	\$1,784,040	\$215,960				
Longleaf Dr @ Scenic Hwy Median		\$100,000					
Greenway Trails	<b>Engineering</b>	\$0	\$4,575,985	\$1,599,155			
Lawrenceville Gateway Trail Head		\$500,000					
<b>Pedestrian Improvements</b>				\$600,000	\$326,000		
Honest Alley Improvements	<b>Planning</b>	\$150,000	\$550,000				
Pedestrian Bridge Concepts							
<b>Utility System Improvements</b>							
Electric Meters	<b>Electric</b>	\$411,000	\$187,939				
Undefined	<b>Electric</b>						
		<b>\$6,899,485</b>	<b>\$7,248,558</b>	<b>\$7,427,458</b>	<b>\$5,844,891</b>	<b>\$0</b>	<b>\$0</b>



Fiscal Year 2026  
Attachment B  
Capital Improvement Plan

Description	Department	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
		\$0	\$0	\$0	\$0		
<b>General Fund Capital</b>							
Art Commission Projects	Economic Development	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Locate Equipment	Damage Prevention	\$14,730	\$7,370	\$14,730	\$7,370	\$14,730	\$7,370
Vehicle Replacement Program	Fleet	\$1,740,000	\$1,825,000	\$1,910,000	\$2,005,000	\$2,105,250	\$2,210,510
2 Mobile Column Lifts	Fleet				\$25,000		
Tire Carosel	Fleet	\$70,000					
Floors Epoxy	Fleet		\$55,000				
Air Compressor	Fleet			\$20,000			
Stick Welder	Fleet			\$7,500			
Hydraulic Hose Crimping Machine	Fleet			\$5,000			
New Oil Reel	Fleet			\$20,000			
Drill Press	Fleet			\$10,000			
Compressor for Service Truck	Fleet				\$6,500		
Oversize Tire Changer	Fleet				\$30,000		
Plasma Cutter	Fleet				\$6,000		
Tire Mounter	Fleet					\$12,000	
Tire Balancer	Fleet					\$15,000	
Fork Lift	Fleet						\$60,000
Finance ERP	IT	\$0					
Server Upgrade	IT	\$0					
Workstations& Laptops	IT	\$0					
Telephone System	IT	\$0					
Network Pentration Testing	IT	\$0					
Audio Upgrades	IT	\$0					
Enterprise Management Software	IT	\$0					
Intranet Website	IT	\$0					
GIS Strategic Plan & Implementation	IT	\$0	\$0				
IT Compliance Program	IT	\$0	\$75,000	\$0	\$0	\$0	
Disaster Recover Site on Azure	IT	\$0	\$92,550	\$92,550	\$92,550	\$92,550	\$92,550
Endpoint Management - Cloud Version	IT	\$0	\$45,000	\$45,000	\$45,000	\$45,000	
Vulnerability management	IT	\$0	\$44,000	\$45,000	\$45,000	\$45,000	
Timeclock Plus	IT	\$0	\$11,400	\$11,400	\$11,400	\$11,400	
Document Management System (Laserfiche)	IT	\$0	\$79,250	\$79,250	\$79,250	\$79,250	
Digital Signs for Facilities	IT	\$0					
Cloud-Based Secure Access VPN (PD)	IT						
Enterprise Laptop & Desktop Replacement Lease (3-Year Term)	IT						
Enterprise Server & Network Monitoring System Implementation	IT	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Core Network Switch Replacement Initiative	IT	\$245,000					
ManageEngine AD360, ADAudit, Self Service, Onboarding	IT						
IT Compliance Program Policy Development – Phase 2	IT						
Comprehensive CJIS Compliance Assessment & Improvement Plan	IT						
Annual Cybersecurity Penetration Test	IT						
Armis Centrix	IT						
Zero Trust Security Implementation	IT						
Advanced Threat Intelligence & Analysis Software (Any Run)	IT						
Enterprise Email Signature Management SaaS Solution	IT						
Satellite Internet Connectivity (Starlink) - Emergency Backup Internet Service	IT						
GIS Stormwater Data Collection & Utility Network Conversion	IT	\$600,000	\$600,000				
GIS Drone & Training	IT	\$0	\$18,000				
Planning & Development - Drone for roof inspections	IT	\$0	\$3,000				
Planning & Development - Large Monitors 8	IT						
Downtown S/W/Brick Impr/Repair	Gov Bldg	\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

Fiscal Year 2026  
Attachment B  
Capital Improvement Plan

Description	Department	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
Facilities - HVAC Upgrades (Citywide)	Gov Bldg	\$80,000	\$80,000	\$80,000	\$125,000	\$100,000	\$80,000
Facilities - Exterior Maintenance (Citywide)	Gov Bldg	\$80,000	\$222,000	\$80,000	\$187,000	\$80,000	\$322,000

Fiscal Year 2026  
Attachment B  
Capital Improvement Plan

Description	Department	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
Faciliites - Interior Maintenance (Citywide)	Gov Bldg	\$210,000	\$60,000	\$45,000	\$65,000	\$85,000	\$85,000
LAC Complex Maint	Gov Bldg	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$300,000
Facilities Equipment	Gov Bldg	\$30,000	\$40,000	\$20,000	\$20,000	\$80,000	\$20,000
West Pike Infill Sidewalks (JSPLOST)	Engineering	\$400,000					
Quite Zones North Clayton @ Maltbie	Engineering	\$100,000		\$1,000,000			
City Bridge Maintenance	Engineering	\$100,000	\$200,000				
182 Scenic Hwy Demolition	Engineering	\$150,000					\$0
Nottingham Dr Cul-de-Sac	Engineering	\$100,000	\$200,000	\$100,000			
457 Northdale Rd. Sidewalk	Engineering	\$100,000					
Calaboose Alley Improvements	Engineering	\$300,000					
Parking Lot Culver @ W Pike	Engineering	\$300,000					
McArthur/Crogan Trail/Plaza	Engineering	\$1,000,000					
Lawrenceville Hwy ADA Improvements	Engineering	\$50,000	\$200,000				
Sandalwood Gwinnett County Water Improvement	Engineering	\$850,000					
Undefined Large Road/S/W Improvements	Engineering	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Pike Park Dr @ Pike St Traffic Signal	Engineering	\$435,000					
Lightnin Drive Extension	Engineering		\$2,000,000				
Springlake @ Papermill Roundabout	Engineering	\$160,000	\$2,000,000				
Longleaf Dr @ Scenic Hwy Median	Engineering						
RedCreek Greenway	Engineering			\$10,000,000	\$15,000,000		
Pike @ Buford Dr Pedestrian Overpass	Engineering		\$150,000	\$10,000,000			
Crogan @ Scenic Dr Over/Underpass	Engineering		\$150,000	\$10,000,000			
Street Resurfacing	Streets	\$1,000,000	\$1,000,000	\$1,600,000	\$1,700,000	\$1,750,000	\$1,800,000
On-Call Striping	Streets	\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Sidewalk Infill, Citywide	Streets	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Wood Grinder at Mulch Yard (replacement)	Streets	\$0	\$0	\$0	\$0		
Enclosed Cab Excavator	Streets				\$230,000		
CDL Leaf Truck	Streets	\$300,000					
Asphalt Hot Box	Streets					\$300,000	
Snow Plow & Anti- Ice Machine	Streets		\$50,000				
Bush Hog Tractor	Streets						\$110,000
Rubber Tire Loader	Streets			\$240,000			\$300,000
Water Trailer	Streets						\$8,000
Zero Turn Lawn Mower	Streets			\$6,000		\$6,000	
Vacuum Truck	Streets		\$550,000				
		\$9,239,730	\$10,142,570	\$36,170,430	\$20,665,070	\$5,800,180	\$5,862,430
Speed Zone Camera Funds							
Speed Detection Devices (LIDAR)	Police	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
Speed Detection Devices (RADAR)	Police	\$8,850	\$8,850	\$8,850	\$8,850	\$8,850	\$8,850
Body Armor	Police	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Taser	Police						
Primary Pistols Weapons	Police	\$0	\$0	\$0	\$0	\$0	\$0
Backup Pistol Weapons	Police	\$0	\$0	\$0	\$0	\$0	\$0
Police Radios	Police	\$152,751	\$76,375	\$76,375	\$76,375	\$76,375	\$76,375
Body Worn Camera Replacements/Watchgurad	Police	\$0	\$0	\$0	\$0	\$0	\$0
Flock Safety Cameras	Police	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
Axon Body & Vehicle Cameras	Police	\$443,068	\$443,068	\$443,068			
		\$651,769	\$575,393	\$575,393	\$132,325	\$132,325	

Fiscal Year 2026  
Attachment B  
Capital Improvement Plan

Description	Department	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
Electric Fund							
Overhead Maintenance	Electric	\$1,000,000	\$1,380,000	\$1,550,000	\$1,725,000	\$1,900,000	\$1,450,000
Infrastructure Improvements	Electric	\$2,500,000	\$2,620,000	\$900,000	\$1,750,000	\$950,000	\$1,675,000
Underground Maintenance	Electric	\$250,000	\$1,835,000	\$2,950,000	\$4,100,000	\$3,625,000	\$2,550,000
New Services (Reimbursable)	Electric	\$1,000,000	\$1,000,000	\$1,000,000	\$1,500,000	\$2,000,000	\$2,500,000
Equipment (New and Replacement)	Electric	\$225,000	\$125,000	\$500,000	\$0	\$0	\$200,000
		\$4,975,000	\$6,960,000	\$6,900,000	\$9,075,000	\$8,475,000	\$8,375,000

Fiscal Year 2026  
Attachment B  
Capital Improvement Plan

Description	Department	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	FY2031
<b>Gas Fund</b>							
Pressure Improvements	Gas	\$1,415,000	\$2,150,000	\$2,450,000	\$850,000	\$400,000	\$3,000,000
Steel Replacement	Gas	\$0	\$0	\$0	\$0	\$60,000	
Plastic Replacement	Gas	\$0	\$0	\$300,000	\$150,000	\$250,000	\$175,000
Meter Change-Outs	Gas	\$250,000	\$257,000	\$257,000	\$257,000	\$257,000	\$257,000
New Mains & Services	Gas	\$2,000,000	\$2,302,580	\$2,371,660	\$2,442,780	\$2,516,070	\$2,516,070
Station Valve Installation	Gas	\$0	\$100,000	\$100,000	\$100,000		\$100,000
Equipment	Gas	\$210,000	\$0	\$160,000	\$571,000	\$330,000	\$250,000
Ground Bed Updates	Gas	\$0	\$65,000				\$0
ERT Replacement	Gas	\$400,000					\$450,000
Regulator Station Upgrades	Gas				\$650,000	\$650,000	
Rectifier Replacements	Gas		\$25,000				
PHMSA Grant Projects	Gas						
Hi Hope Road Relocation	Gas						
GDOT P.I: 0016386 SR 20 Old Conyers Rd.	Gas	\$500,000					
GDOT P.I: 0016387 SR 20 Old Conyers Rd.	Gas	\$0					
		\$4,775,000	\$4,899,580	\$5,638,660	\$5,020,780	\$4,463,070	\$6,748,070
<b>Solid Waste Fund</b>							
Recycle Bins	Sanitation		\$34,500		\$34,000		
New Carts	Sanitation	\$171,000	\$300,000	\$80,000	\$80,000	\$80,000	\$80,000
6- Yard Garbage Truck Non-CDL	Sanitation				\$0		
		\$171,000	\$334,500	\$80,000	\$114,000	\$80,000	
<b>Storm Water Fund</b>							
Storm Water Maintenance	Stormwater	\$1,000,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000
Sandalwood Project	Stormwater	\$2,650,000					
Detention Ponds@ Laren Kay Ct & Leigh Kay	Stormwater	\$500,000					
New Vehicle for Engineer	Stormwater	\$40,000					
Spill Reponse Trailer	Stormwater	\$30,000					
Stormwater Inspection Software	IT	\$100,000					
460 Paper Mill Drainage Improvement	Stormwater	\$150,000					
Old Shadowlawn Cemetery Repair	Stormwater	\$150,000					
		\$4,620,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000
		\$31,331,984	\$31,460,601	\$58,091,941	\$42,152,066	\$20,250,575	\$22,285,500

	Requested FY 2026		FY 2025		FY 2024	
General Fund	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
City Manager	5		5		5	
Clerk	3		3		3	
Communications	6	0	4	0	4	0
Damage Prevention	13		13		13	
Econ & Community Development	10		5		4	
Engineering & Stormwater	7		6		5	
Finance	14	1	13	1	11	1
Customer Service	9		9		9	
Meter (Field Customer Service)	7		7		7	
Human Resources	5		5		4	1
IT/Data Processing	19		19		18	
Court	7		7		7	
Police	96	6	95	4	93	4
Purchasing (combined with Finance)					2	
Public Works	8		8		5	
Planning & Development	8		8		8	
Code Enforcement	6		6		6	
Street	22		22		22	
<b>Total</b>	<b>245</b>	<b>7</b>	<b>235</b>	<b>5</b>	<b>226</b>	<b>6</b>
<b>Other Funds</b>						
E-911	13		13		13	
Water	0		0		0	
Electric	21	0	20	0	20	0
Gas	47	0	44	0	43	0
Sanitation	15		15		15	
Fleet	8	0	8	0	8	0
<b>Total</b>	<b>104</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>99</b>	<b>0</b>
<b>TOTAL</b>	<b>349</b>	<b>7</b>	<b>335</b>	<b>5</b>	<b>325</b>	<b>6</b>

**New Positions:**

Communications	Communications Coordinator- LAC
Communications	Webmaster
Economic Development	Rental Coordinator- LAC
Economic Development	Admin Coordinator
Economic Development	Complex Manager
Economic Development	Event Coordinator
Economic Development	Technical Manager
Electric	Electric Dist Engineer
Finance	Grants administrator
Gas	Crew Lead Specialist
Gas	General Technician
Gas	Field Tech
Police	Part time- Officers
Police	Part time- Officers
Police	RT Crime Center Manager
Stormwater	Compliance Inspector

#### CITY STRATEGIC PRIORITIES

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

#### FY 2024 OBJECTIVES

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



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

<b>Item:</b>	RZR2024-00025; North DTL CC Ph1, LLC; 806 North Clayton Street, 816 North Clayton Street, 824 North Clayton Street, 830 North Clayton Street, 838 North Clayton Street, 843 North Clayton Street, 853 North Clayton Street, 857 North Clayton Street, 205 Grizzly Parkway, 255 Grizzly Parkway, 285 Grizzly Parkway
<b>Department:</b>	Planning and Development
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Presented By:</b>	Todd Hargrave, Director of Planning and Development
<b>Applicants Request:</b>	Rezone to CMU (Community Mixed-Use District) to develop a housing master plan
<b>Planning &amp; Development Recommendation:</b>	<b>Approval with Conditions</b>
<b>Planning Commission Recommendation:</b>	<b>Approval with Planning Commission Conditions</b>

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**Summary:** The applicant requests a rezoning of an approximately 5.9 -acre parcel assemblage from RS-150 (Single-Family Residential District), RM-12 (Multifamily Residential District), BG (General Business District), and OI (Office Institutional District) to CMU (Community Mixed-Use District) to allow for a housing master plan. The subject property is composed of much of the block formed by N Clayton Street, Grizzly Parkway, and N Clayton Connector Road and includes several parcels located on the eastern right-of-way of N Clayton Street, just north of its intersection with Tanner Street.

**Attachments/Exhibits:**

- RZR2024-00025\_RPRT\_02052025.docx
- RZR2024-00025\_P&D REC CNDS\_02112025.docx



- RZR2024-00025\_ATCHMNTS\_02072025.pdf
- RZR2024-00025\_PC REC CNDS\_06022025.pdf
- RZR2024-00025\_M&C REC CNDS CLN\_06162025.pdf



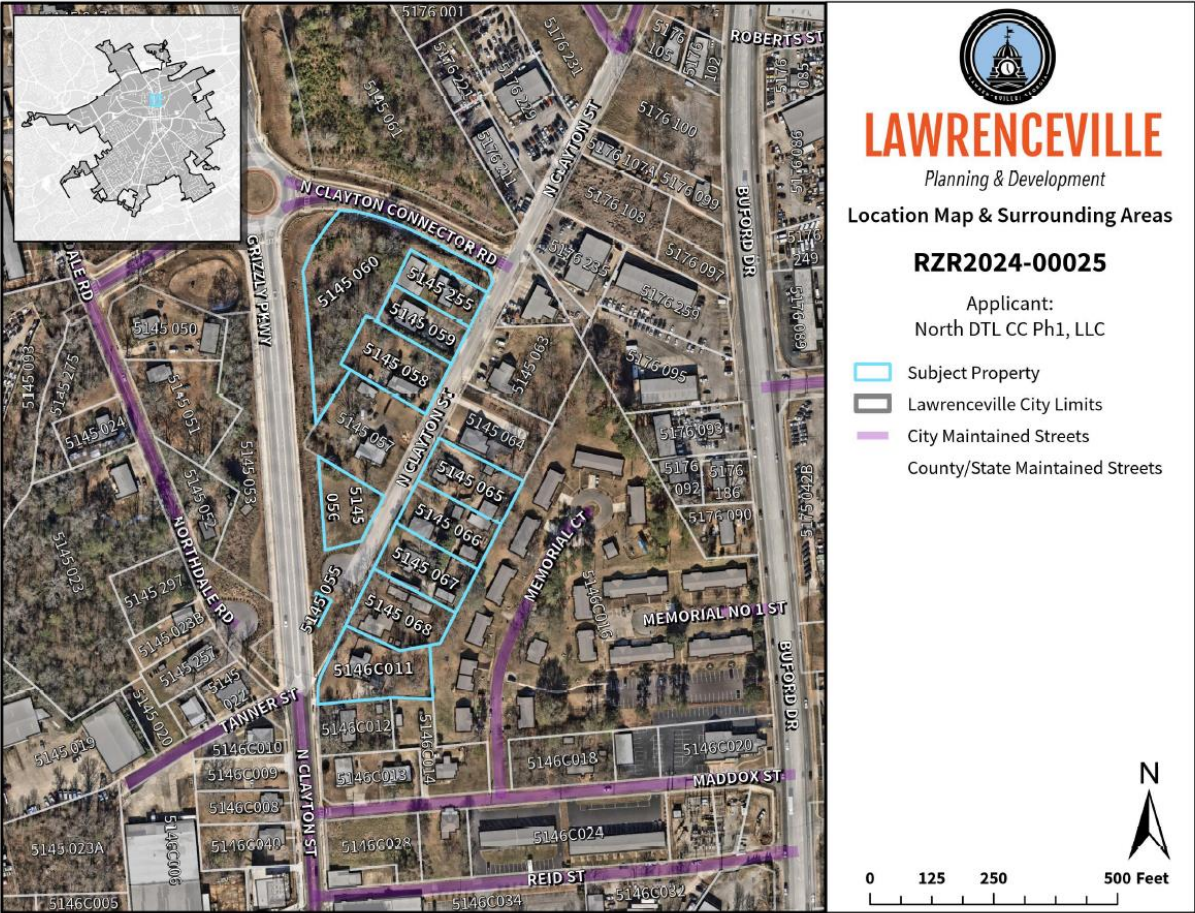
# LAWRENCEVILLE

## *Planning & Development*

### **REZONING**

<b>CASE NUMBER(S):</b>	<b>RZR2024-00025</b>
<b>APPLICANT(S):</b>	NORTH DTL CC PH1, LLC
<b>PROPERTY OWNER(S):</b>	EVAN & JENNA SIMMONS, DANNY GRAVITT, KYLE & SARAH NORTON, LAWRENCEVILLE BRETHERN ASSEMBLY INC., NORTON CLASSICS, LLC, AND CITY OF LAWRENCEVILLE
<b>LOCATION(S):</b>	806, 816, 824, 830, 838, 843, 853, & 857 NORTH CLAYTON ST, 205, 255 & 285 GRIZZLY PARKWAY
<b>PARCEL IDENTIFICATION NUMBER(S):</b>	R5146C011, R5145 055, R5145 056, R5145 058, R5145 059, R5145 060, R5145 065, R5145 066, R5145 067, R5145 068, AND R5145 255
<b>APPROXIMATE ACREAGE:</b>	5.9 ACRES
<b>CURRENT ZONING:</b>	RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT), RM-12 (MULTIFAMILY RESIDENTIAL DISTRICT), BG (GENERAL BUSINESS DISTRICT), AND OI (OFFICE INSTITUTIONAL DISTRICT)
<b>PROPOSED ZONING:</b>	CMU (COMMUNITY MIXED-USE DISTRICT)
<b>PROPOSED DEVELOPMENT:</b>	72 TOWNHOUSES AND 8 ONE-FAMILY HOMES
<b>DEPARTMENT RECOMMENDATION:</b>	<b>APPROVAL WITH CONDITIONS</b>

VICINITY MAP



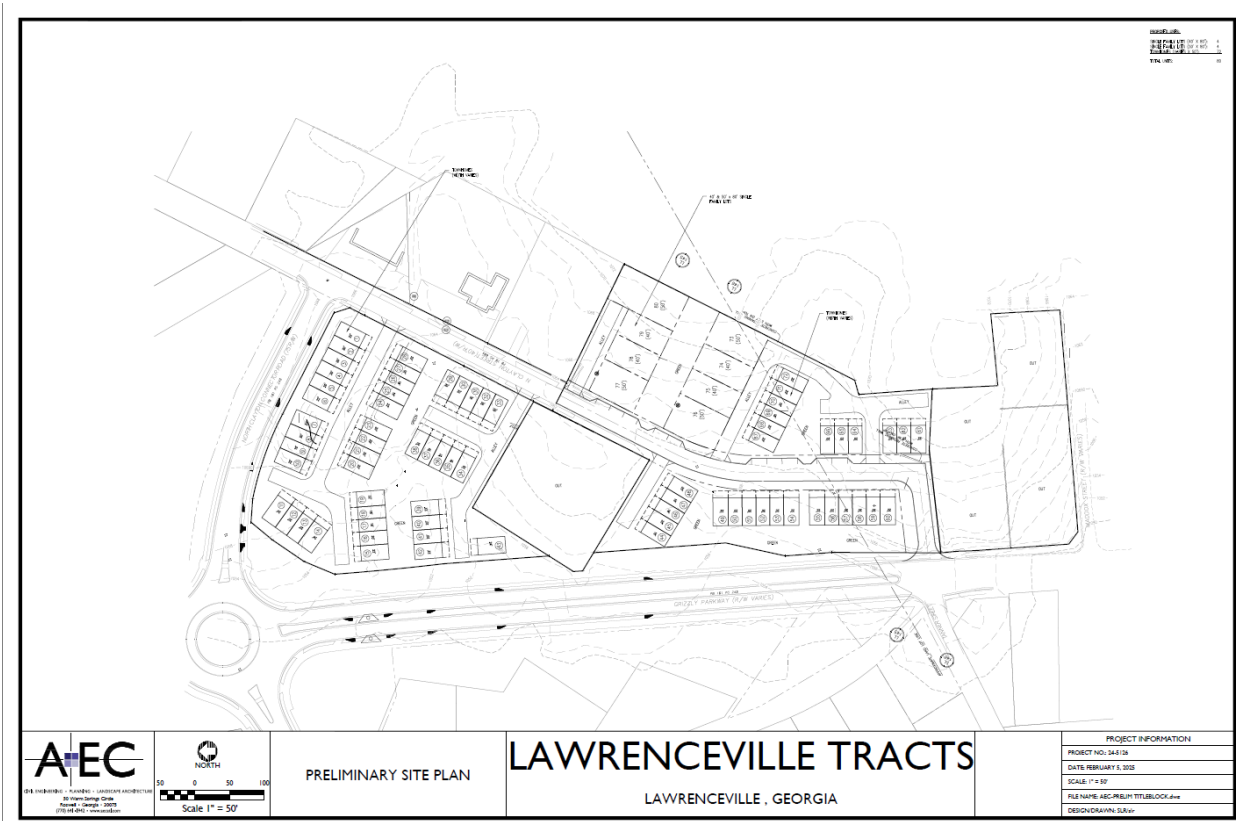
ZONING HISTORY

The earliest zoning records for the subject property from 1960 show the property as having a mix of RS-120 (Single-Family Residential District), RM (General Residence District) zoning; these properties were reclassified to their current districts (RS-150 and RM-12) in a citywide rezoning between 1987 and 2002. 853 and 857 North Clayton Street were rezoned to OI (Office Institutional District) over this same period. In 2003, 815 North Clayton Street was rezoned from RS-150 to BG (General Business District) per RZ-03-03. On April 2, 2007, 823 North Clayton Street was rezoned from RS-150 to BG per RZ-07-01.

PROJECT SUMMARY

The applicant requests a rezoning of an approximately 5.9-acre parcel assemblage from RS-150 (Single-Family Residential District), RM-12 (Multifamily Residential District), BG (General Business District), and OI (Office Institutional District) to CMU (Community Mixed-Use District), which would represent a shift towards higher-density residential development in place of the established commercial, multifamily residential, office institutional and one-family residential zoning. The subject property is composed of much of the block formed by North Clayton Street, Grizzly Parkway, and North Clayton Connector Road and includes several parcels located on the eastern right-of-way of North Clayton Street, just north of its intersection with Tanner Street.

CONCEPT PLAN



## ZONING AND DEVELOPMENT STANDARDS

The request represents a shift towards higher-density residential development in place of the traditional commercial, multifamily residential, office institutional and one-family residential zoning. By allowing for townhouses and smaller one-family homes, the development would likely increase housing density on the site, possibly making the area more walkable and increasing the local population.

As proposed, the development would consist of a mix of seventy-two (72) attached and eight (8) detached dwellings and dwelling units for a total of eighty (80) dwellings. They are described as follows:

### 1. Detached Single Family

- Type: Detached Dwelling and Dwelling Unit
- Building Height: Two Story (35 feet maximum)
- Building Size: 2,400 to 3,200 square feet
- Layout: Three bedrooms, two and one-half bathrooms
- Features: Private yard, front and back porches, two-car garages
- Architecture: The exterior will feature a blend of traditional and contemporary design elements using materials like brick, stacked stone, and wooden elements (cedar/cementitious shake or board-and-batten siding), which could evoke a more rustic or upscale neighborhood feel
- Lot Area: 2,840 to 5,250 square feet (40 – 50 ft. width & 71 - 105 ft. depth)

### 2. Townhomes

- Type: Attached Dwelling and Dwelling Units
- Building Height: Three stories (35 feet maximum)
- Building Size: 1,500 square feet
- Configuration: Two bedrooms, two bathrooms
- Features: Consolidated attached dwelling with shared common area, front stoops and back porches.
- Architecture: The same style of materials will be used here, continuing the cohesive design theme across the development
- Lot Area: 1,440 to 1,600 square feet (18 – 20 ft. width & 80 ft. depth)

Approval of the requested CMU (Community Mixed Use) zoning district would require variances from the minimum standards as outlined below:

**Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. and 2.**

Each CMU development shall include a mix of land uses, as indicated in the table below.

1. The intent of allowing these nonresidential uses is to create a small node of retail and commercial services primarily for the convenience and amenity of residents of the CMU District. Nonresidential development must be compatible with the residential component of the development, and in general with the Architectural Design Standards specified in this section and Article 6, Architectural Standards and Design Guidelines.

**Exception:** The minimum percentage of gross land area for civic/institutional, commercial/retail, industrial or office land uses may be reduced administratively for CMU developments within the Infill District, which consist solely of RS-50 INF & RS-TH INF residential zoning and land uses. Exceptions to the rule shall be subject to the review and approval of the Director of the Planning and Development Department.

Land Use	Percentage of Gross Land Area			Recommendation
	Minimum	Maximum	Proposed	
Residential	30%	75%	100%	Administrative Variance  (within Infill District)
Civic/Institutional	15%	50%	0%	
Commercial/Retail, Light Industrial, Office	15%	50%	0%	

2. This district provides for a diversity of housing types. Each CMU development shall include at least one housing option, including apartments, single-family residences, or townhomes.

a. Single-family detached dwellings on large lots
b. Single-family detached dwellings on mid-size lots
c. Single-family detached dwellings on small lots (see RS-50 INF standards, below)

*d. Townhouses (see RS-TH INF standards, below)*

e. Multifamily

**Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
<b>Minimum Lot Area</b>	3,500 sq. ft.	2,840 sq. ft.	<b>Variance</b>
<b>Minimum Lot Width</b>	50 feet	40 feet	<b>Variance</b>
<b>Minimum Front Yard Setback</b>	10 feet	10 feet	N/A
<b>Minimum Rear Yard Setback</b>	10 feet	10 feet	N/A
<b>Minimum Side Yard Setback</b>	5 feet	5 feet	N/A
<b>Minimum Heated Floor Area</b>	1,600 sq. ft. (1 story) 1,800 sq. ft. (2 stories)	1,600 sq. ft. (1 story) 1,800 sq. ft. (2 stories)	N/A
<b>Maximum Building Height</b>	35 feet	35 feet	N/A

**Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
<b>Minimum Lot Area</b>	1,600 sq. ft.	1,440 sq. ft.	<b>Variance</b>
<b>Maximum Building Height</b>	35 feet	35 feet	N/A
<b>Maximum Number of Stories</b>	3 stories	3 stories	N/A
<b>Minimum Lot/Unit Width</b>	20 feet	18 feet	<b>Variance</b>
<b>Maximum Units Per Row (UPR)</b>	8 units	6 units	N/A



<b>Minimum Units Per Row (UPR)</b>	<i>3 units</i>	<i>1 unit</i>	<b>Variance</b>
<b>Minimum Front Yard Setback</b>	<i>10 feet</i>	<i>10 feet</i>	<i>N/A</i>
<b>Minimum Rear Yard Setback</b>	<i>10 feet</i>	<i>10 feet</i>	<i>N/A</i>
<b>Minimum Side Yard Setback</b>	<i>0 feet</i>	<i>0 feet</i>	<i>N/A</i>
<b>Minimum Heated Floor Area</b>	<i>1,200 sq. ft. (2-bedroom)</i>	<i>1,500 sq. ft. (2-bedroom)</i>	<i>N/A</i>

**Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection C. Lot Development Standards**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
<b>Minimum Lot Area</b>	<i>5 acres</i>	<i>5.9 acres</i>	<i>N/A</i>
<b>Road Frontage</b>	<i>40 feet per lot</i>	<i>N/A</i>	<i>N/A</i>
<b>Maximum Height</b>	<i>45 feet</i>	<i>45 feet</i>	<i>N/A</i>
<b>Internal Minimum Front Setback</b>	<i>5-15 feet</i>	<i>10 feet</i>	<i>N/A</i>
<b>Internal Minimum Side Setback</b>	<i>10-20 feet</i>	<i>10 feet</i>	<i>N/A</i>
<b>Internal Minimum Rear Setback</b>	<i>25-50 feet</i>	<i>25 feet</i>	<i>N/A</i>
<b>Minimum Setback along classified Arterials/Collectors</b>	<i>50 feet</i>	<i>0 feet</i>	<b>Variance</b>

**Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection I. Parking and Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required, Table 5-3**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
<b>Dwelling Unit (80 units)</b>	<i>1.5 spaces per dwelling unit (120 spaces)</i>	<i>1.5 spaces per dwelling unit (120 spaces)</i>	<i>N/A</i>



**Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District and Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, C. Site Development Standards, 2. Off-Street Parking**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
<b>Off-Street Attached or Garage</b>	<i>2 spaces per dwelling unit (160 spaces)</i>	<i>2 spaces per dwelling unit (160 spaces)</i>	<i>N/A</i>
<b>Off-Street Parking Lot</b>	<i>2.5 spaces per dwelling unit (200 spaces)</i>		

**Article 4 Buffers, Section 403 Buffers Table**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
<b>CMU / BG</b>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
<b>CMU / RM-12</b>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
<b>CMU / RS-150</b>	<i>50 ft</i>	<i>0 ft</i>	<b><i>Variance</i></b>

The specific variances requested are as follows:

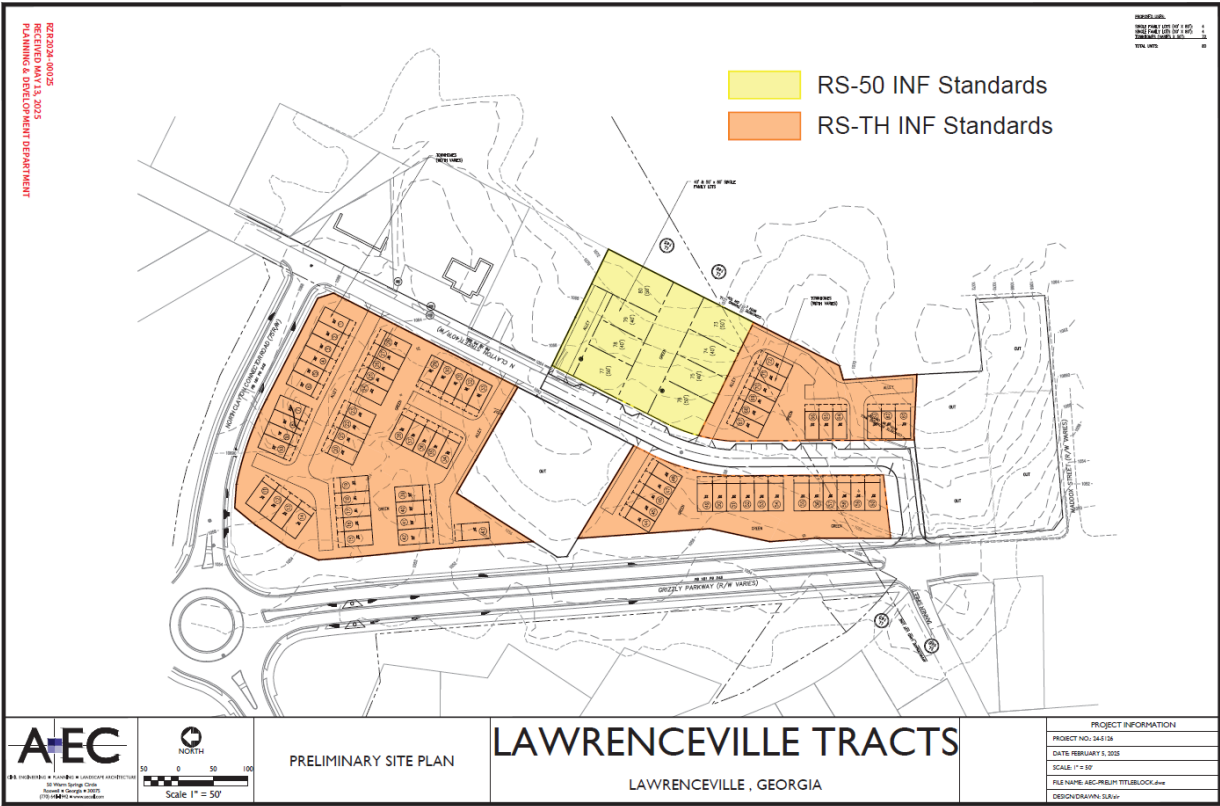
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards to provide that single-family detached lots shall be designed and developed in accordance with the standards set forth in Section 102.5 RS-50 INF – One-Family Infill Residential District, B Lot Development standards and that townhome lots shall be designed and developed in accordance with the standards set forth in Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and North Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, J. Parking, 1. Vehicle Parking. Allows for satisfaction of off-street parking in conformance with Section 102.5 RS-50 INF – One-Family Infill Residential District, C. Site Development Standards. 2. Off-Street Parking and Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, C. Site Development Standards. 2. Off-Street Parking.
- A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF –One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.

- A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF –One-Family Infill Residential District, B. Lot Development Standards. TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Units Per Row (UPR) for the attached townhouse residential dwelling units from three (3) units to one (1) unit.
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.
- A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

The recently adopted RS-50 INF (One-Family Infill Residential District) and RS-TH INF (Townhouse-Family Infill Residential District) zoning districts have specific provisions that will impact the need for certain variances. Specifically, the Minimum Dwelling Separation rule indicates multiple detached one-family and attached townhouse dwellings on a singular lot could be developed and constructed to the requirements of the International Residential Code (IRC), Part III, Section R302, which addresses Fire-Resistant Construction. Specific requirements of this section shall be reviewed and monitored throughout the development process, should this proposal be approved.

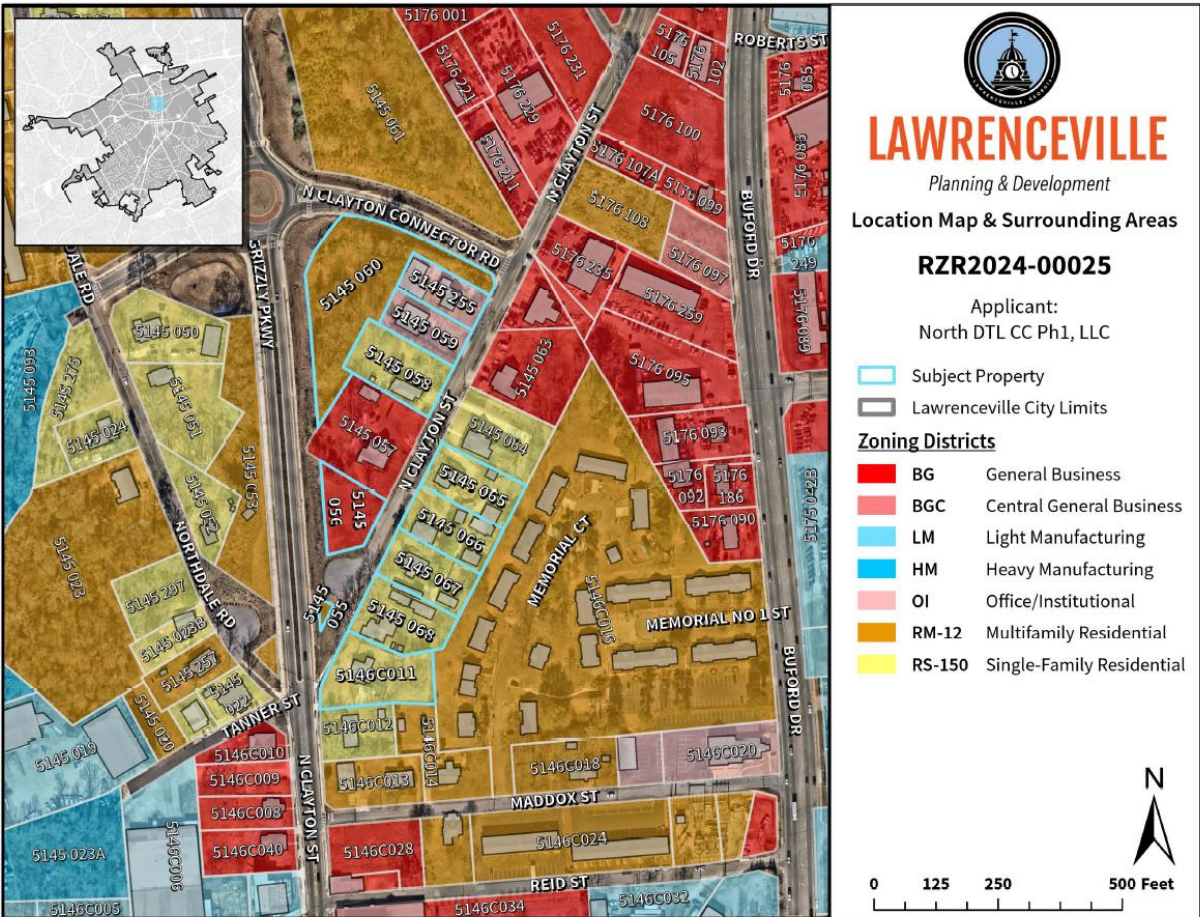
See **Exhibit A** below for approximate boundaries of proposed development that will be designed according to RS-50 INF or RS-TH INF standards.

**EXHIBIT A – ZONING STANDARDS BOUNDARIES**



A full-sized version of this exhibit is included in this item’s attachments.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

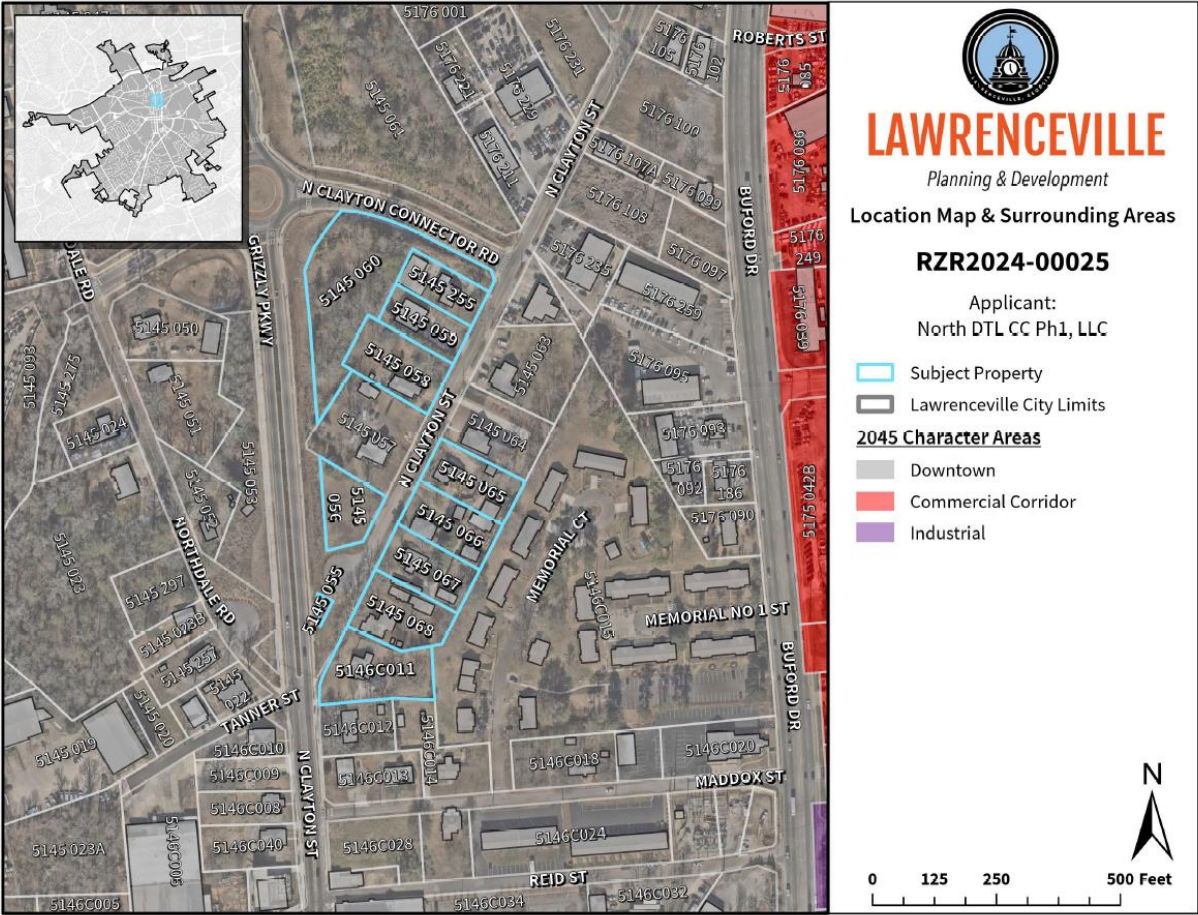
The area surrounding the subject property consists of a wide variety of uses and zoning categories. The properties to the north and northeast of the subject property are zoned BG (General Business District) and contain commercial and light industrial uses such as offices and existing nonconforming warehouses and auto service garages. To the east is a Lawrenceville Housing Authority (LHA) property zoned RM-12 (Multifamily Residential District), the location of several duplexes. Otherwise, the surrounding area is composed of single-family homes used both residentially (zoned RS-150 – Single-Family Residential District) and commercially (zoned BG). Further out from the subject property – west of Northdale Road and east of Buford Drive – there are locations zoned LM (Light Manufacturing District) and HM (Heavy Manufacturing District), used for a variety of industrial activities; for example, distilleries/breweries, warehouses, auto service garages, used car lots, self-storage facilities, and vehicle impound lots.

This proposal would continue with the precedent set by City Council's approvals for RZM2021-00009, RZM2022-00012, RZM2024-00016, and RZM2024-00019, all similar projects in the nearby vicinity that were rezoned to CMU (Community Mixed Use District) to allow for the development of mixed-use projects consisting of large tracts of land, and a variety of multifamily, townhouse, and retail components.

The purpose of infill zoning classifications is to enable the development of new structures on unused or underutilized land within existing urban areas. This approach aims to revitalize neighborhoods, promote density, reduce urban sprawl, enhance accessibility, and improve urban sustainability (quality of life). Therefore, the requested rezoning aligns with the City Council's policies, which are designed to encourage positive growth and development.



LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Downtown Character Area. Lawrenceville’s Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce. The development, by incorporating townhouses and smaller single-family homes, is expected to raise the housing density, potentially enhancing the walkability of the area and boosting the local population. Additionally, investments in pedestrian infrastructure and streetscape upgrades will focus on improving walkability and accessibility.

## STAFF RECOMMENDATION

In conclusion, the requested rezoning is a strategic step towards achieving higher-density, sustainable urban development and aligns with the city's long-term goals of fostering positive community growth and enhancing the downtown area.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposed rezoning.



**CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**

**ENGINEERING DEPARTMENT**

No comment

**PUBLIC WORKS**

No comment

**ELECTRIC DEPARTMENT**

Lawrenceville Power will serve this development.

**GAS DEPARTMENT**

No comment

**DAMAGE PREVENTION DEPARTMENT**

No comment

**CODE ENFORCEMENT**

No comment

**STREET AND SANITATION DEPARTMENT**

No comment

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

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

*Yes. The surrounding area is host to a wide variety of commercial, industrial, multifamily, and single-family uses.*

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

*No. As discussed; the area is predominantly a mix of commercial, industrial, office institutional and residential uses and zoning in nature.*

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

*Yes; the properties could be developed according to the current standards of the BG, RS-150, OI, and RM-12 zoning districts. However, such a rezoning will help in the assemblage of a variety of parcels into a larger development with a cohesive design.*

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

*The project will induce demand on public facilities in the form of traffic, utilities, stormwater runoff, and schools. However, the effects of this demand can be mitigated through zoning conditions, consistent monitoring of outcomes, and active planning efforts moving forward.*

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

*Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The Downtown character area is intended as a mixed-use district that includes both townhomes and single-family homes, so this rezoning conforms with the long-range plan.*

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

*The proposal would continue with the precedent set by similar recent rezonings and variance request in the immediate vicinity, including V-19-01, RZM2021-00009, RZM2022-00012, RZM2024-00016, and RZM2024-00019.*



# LAWRENCEVILLE

## *Planning & Development*

10.

### **PLANNING AND DEVELOPMENT**

### **RECOMMENDED CONDITIONS**

#### **RZR2024-00025**

Approval of a rezoning to CMU (Community Mixed-Use District), subject to the following enumerated conditions:

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

- A.** A maximum of eighty (80) housing units, including eight (8) single-family dwellings and seventy-two (72) rear-entry townhomes.
- B.** The development shall be in general accordance with submitted site plan received by the Department of Planning and Development, dated May 13, 2025, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. The proportions of materials of the exterior facades shall be in general accordance with those detailed in the elevations received on December 31, 2024.
- C.** Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
- D.** Townhome Units shall meet the following standards:
  - a.** Four (4) bedroom dwelling units shall be prohibited

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

- A.** Provide a fifteen-foot-wide (15 ft.) external building setback adjacent to Grizzly Parkway and N Clayton Connector Road.
- B.** Natural vegetation shall remain on the property until the issuance of a development permit.
- C.** New billboards or oversized signs shall be prohibited.
- D.** Outdoor storage shall be prohibited.

- E.** 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 rights-of-way.
  - F.** Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
  - G.** 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. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
  - H.** Peddlers and/or parking lot sales shall be prohibited.
  - I.** The owner shall repaint or repair any graffiti or vandalism within seventy-two (72) hours of notice from the City.
  - J.** The required parking ratio shall be one and one half (1.5) spaces per unit.
  - M.** Provide City Standard Pedestrian lighting along Grizzly Parkway and N Clayton Connector Road.
  - N.** Provide landscaping (evergreen hedge) within building setback area along Grizzly Parkway and N Clayton Connector Road.
  - O.** The residential portion of the development shall be gated.
  - P.** Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.
- 3. The following variances are approved:**
- A.** A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.
  - B.** A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a

classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and N Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.

- C.** A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.
- D.** A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.
- E.** A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).
- F.** A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.
- G.** A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).
- H.** A variance from the Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Units Per Row (UPR) for the attached townhouse residential dwelling units from three (3) units to one (1) unit.

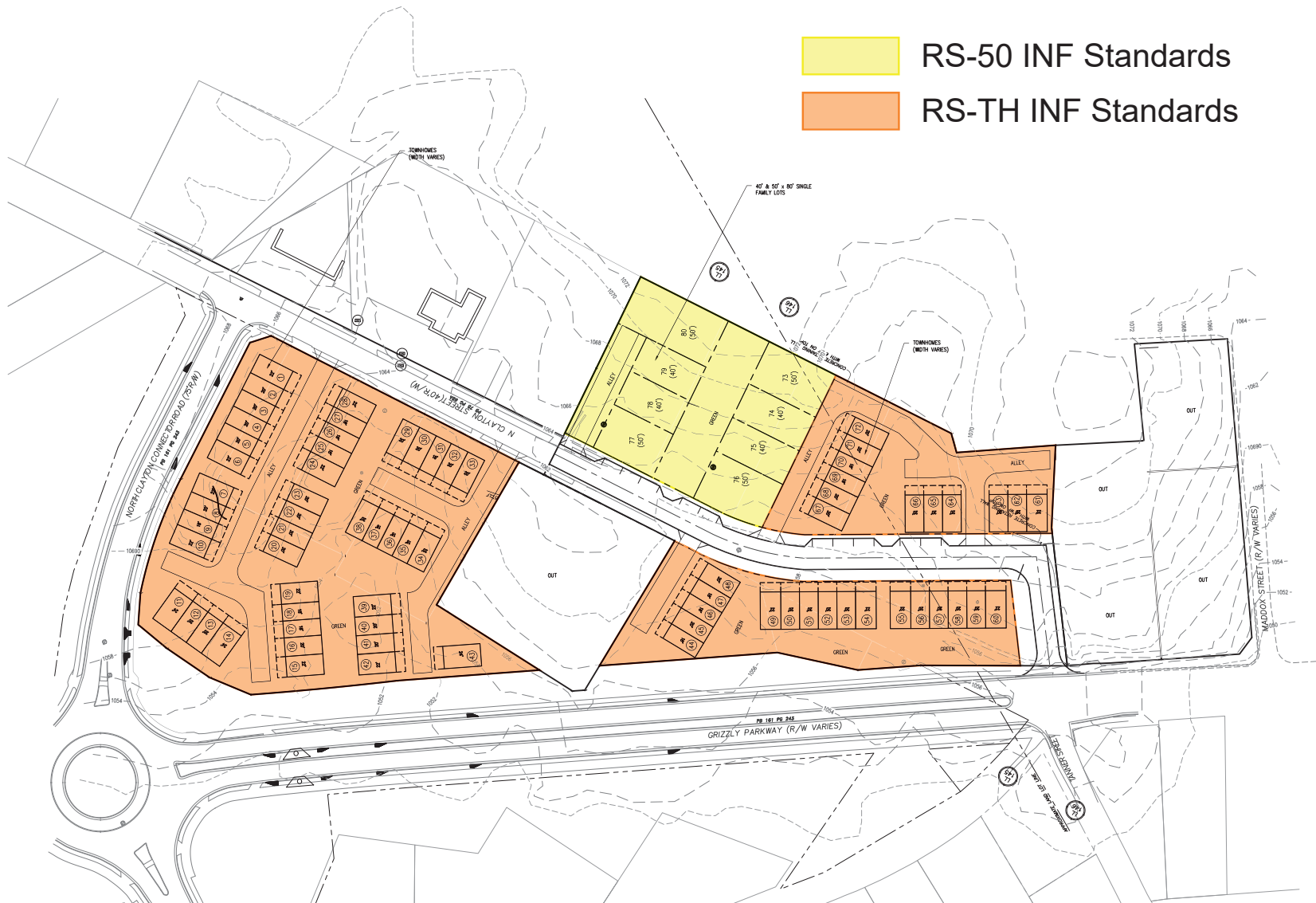
- I.** A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).
- J.** A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.
- K.** A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

# EXHIBIT A

10.

PROPOSED LOTS:  
SINGLE FAMILY LOTS (44' x 80') 4  
SINGLE FAMILY LOTS (50' x 80') 4  
TOWNHOMES (VARIABLES x 50') 72  
TOTAL UNITS: 80

RS-50 INF Standards  
RS-TH INF Standards



RZR2024-00025  
RECEIVED MAY 13, 2025  
PLANNING & DEVELOPMENT DEPARTMENT

**AEC**  
CIVIL ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE  
50 Warm Springs Circle  
Roswell, Georgia • 30075  
(770) 641-1942 • www.aecatl.com

**NORTH**  
50 0 50 100  
Scale 1" = 50'

PRELIMINARY SITE PLAN

## LAWRENCEVILLE TRACTS

LAWRENCEVILLE, GEORGIA

### PROJECT INFORMATION

PROJECT NO: 24-5126

DATE: FEBRUARY 5, 2025

SCALE: 1" = 50'

FILE NAME: AEC-PRELIM TITLEBLOCK.dwg

DESIGN/DRAWN: SLR/slr





# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC Ph1, LLC</u>	NAME: <u>Evan Simmons / Jenna Simmons</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste 202</u>	ADDRESS: <u>1245 Sunhill Dr.</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30043</u>
CONTACT PERSON: <u>Ty White</u> PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS150</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5146C011</u> ACREAGE: <u>.7</u>	
ADDRESS OF PROPERTY: <u>806 N Clayton St., Lawrenceville, GA 30046</u>	

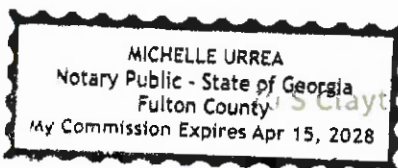
[Signature] 12/23/2024  
SIGNATURE OF APPLICANT DATE

North DTL CC Ph1, LLC  
TYPED OR PRINTED NAME

[Signature] 11-24-24  
SIGNATURE OF OWNER DATE

Evan Simmons / Jenna Simmons  
TYPED OR PRINTED NAME

[Signature] 12/22/24  
NOTARY PUBLIC DATE



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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC Ph1, LLC</u>	NAME: <u>Danny Gravitt</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste 202</u>	ADDRESS: <u>3041 Venable Ln</u>
CITY: <u>Atlanta</u>	CITY: <u>Dacula</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30019</u>
CONTACT PERSON: <u>Ty White</u> PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS150</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5145-065, R5145-066, R5145-067</u> ACREAGE: <u>1.33</u>	
ADDRESS OF PROPERTY: <u>838, 830, and 824 N Clayton St., Lawrenceville, GA 30046</u>	

SIGNATURE OF APPLICANT

DATE

North DTL CC Ph1, LLC

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Danny Gravitt

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

MICHELLE URREA  
Notary Public - State of Georgia  
Fulton County  
My Commission Expires Apr 15, 2028

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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC Ph1, LLC</u>	NAME: <u>Lawrenceville Brethren Assembly Inc</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste 202</u>	ADDRESS: <u>853 N Clayton St.</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Ty White</u> PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>OI</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5145-059</u> ACREAGE: <u>.34</u>	
ADDRESS OF PROPERTY: <u>853 N. Clayton St., Lawrenceville, GA 30046</u>	

[Signature] 12/23/2024  
SIGNATURE OF APPLICANT DATE

North DTL CC Ph1, LLC

TYPED OR PRINTED NAME

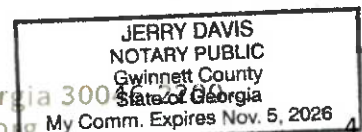
[Signature] 12/23/2024  
NOTARY PUBLIC DATE

[Signature] 11-25-24  
SIGNATURE OF OWNER DATE

Lawrenceville Brethren Assembly Inc

TYPED OR PRINTED NAME Tiju Abraham

[Signature] 11-25-24  
NOTARY PUBLIC DATE



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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC Ph1, LLC</u>	NAME: <u>Norton Classics, LLC</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste 202</u>	ADDRESS: <u>4775 Moore Rd.</u>
CITY: <u>Atlanta</u>	CITY: <u>Suwanee</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30024</u>
CONTACT PERSON: <u>Ty White</u> PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>OI</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5145-255</u> ACREAGE: <u>.3</u>	
ADDRESS OF PROPERTY: <u>857 N. Clayton St., Lawrenceville, GA 30046</u>	

[Signature] 12/23/2024  
SIGNATURE OF APPLICANT DATE

North DTL CC Ph1, LLC  
TYPED OR PRINTED NAME

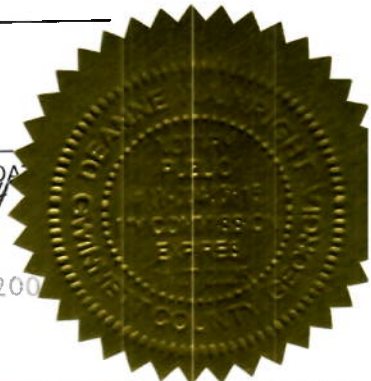
[Signature] 12/23/2024  
NOTARY PUBLIC DATE

[Signature] 11/26/24  
SIGNATURE OF OWNER DATE

Norton Classics, LLC  
TYPED OR PRINTED NAME

[Signature] 11/26/24  
NOTARY PUBLIC DATE

MICHELLE URREA  
Notary Public - State of Georgia  
Fulton County  
My Commission Expires Apr 15, 2028



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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC Ph1, LLC</u>	NAME: <u>Kyle Norton / Sarah Norton</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste 202</u>	ADDRESS: <u>630 N Clayton St.</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Ty White</u> PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS150</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5145-058</u> ACREAGE: <u>.46</u>	
ADDRESS OF PROPERTY: <u>843 N Clayton St., Lawrenceville, GA 30046 A/K/A</u> <u>630 N Clayton St., Lawrenceville, GA 30046</u>	

[Signature] 12/23/2024  
SIGNATURE OF APPLICANT DATE

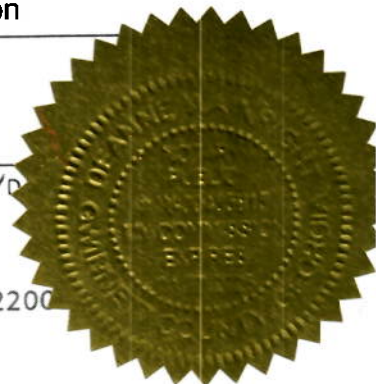
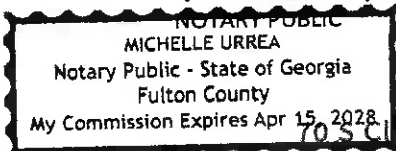
North DTL CC Ph1, LLC  
TYPED OR PRINTED NAME

[Signature] 12-5-2024  
SIGNATURE OF OWNER DATE

Kyle Norton / Sarah Norton  
TYPED OR PRINTED NAME

[Signature] 12/23/2024  
DATE

[Signature] 12-5-24  
NOTARY PUBLIC



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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

RZR2024-00025  
RECEIVED MAY 13, 2025  
PLANNING & DEVELOPMENT DEPARTMENT

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC PH1, LLC</u>	NAME: <u>City of Lawrenceville, Georgia</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste. 202</u>	ADDRESS: <u>PO Box 2200</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Ty White</u> E: PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>BG &amp; OI</u> & RM-12 REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5145 055, R5145 056 &amp; R5145 060</u> ACREAGE: <u>2.333</u>	
ADDRESS OF PROPERTY: <u>205, 255, and 285 Grizzly Parkway and portions of existing R/W</u>	

SED DE  
SIGNATURE OF APPLICANT

5/13/2025  
DATE

North DTL CC PH1, LLC  
TYPED OR PRINTED NAME

Michelle Urrea  
NOTARY PUBLIC

5/13/25  
DATE

MICHELLE URREA  
Notary Public - State of Georgia  
Fulton County  
My Commission Expires Apr 15, 2028

Lee M. M... Chairman  
SIGNATURE OF OWNER

5-12-25  
DATE

City of Lawrenceville, Georgia  
TYPED OR PRINTED NAME

Melissa Yancey  
NOTARY PUBLIC



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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

RZR2024-00025  
RECEIVED MAY 13, 2025  
PLANNING & DEVELOPMENT DEPARTMENT

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>North DTL CC PH1, LLC</u>	NAME: <u>Downtown Development Authority</u>
ADDRESS: <u>2494 Jett Ferry Rd., Ste. 202</u>	ADDRESS: <u>816 North Clayton Street</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30338</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Ty White</u> PHONE: <u>770-844-9976</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS 150</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R5145 068</u> ACREAGE: <u>0.468</u>	
ADDRESS OF PROPERTY: <u>816 North Clayton Street, Lawrenceville, Georgia 30046</u>	

[Signature] 5/13/2025  
SIGNATURE OF APPLICANT DATE

North DTL CC PH1, LLC

TYPED OR PRINTED NAME

[Signature] 5/13/25  
NOTARY PUBLIC DATE

MICHELLE URREA  
Notary Public - State of Georgia  
Fulton County  
My Commission Expires Apr. 15, 2028

[Signature] 5-12-2025  
SIGNATURE OF OWNER DATE

Downtown Development Authority of

TYPED OR PRINTED NAME

[Signature] 5-12-2025  
NOTARY PUBLIC DATE



RZR2024-00025  
RECEIVED MAY 13, 2025  
PLANNING & DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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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# Gwinnett

GWINNETT COUNTY  
 PLANNING AND DEVELOPMENT  
**PROPERTY TAX VERIFICATION**

The undersigned certifies that all Gwinnett County 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 such case shall an application or reapplication be processed without such property tax verification.

## Applicant Information

Name: North DTL CC PH1, LLC

Signature: \_\_\_\_\_

Date: 12-30-24

## Property Information

Enter all parcel IDs in the table below. Search for Parcel ID

Parcel ID(s) (by Applicant)	Property Taxes Paid (Yes or No) (Tax Commissioner Use Only)
R5146C011	Yes
R5145 067	Yes
R5145 066	Yes
R5145 065	Yes
R5145 058	Yes
R5145 059	Yes
R5145 255	Yes

## Tax Commissioner Affirmation

The payment of all property taxes billed to date for the above referenced parcels were verified by:

Name: T. Finley

Title: TSA

Signature: T. Finley

Date: 12-30-24

RZR2024-00025  
 RECEIVED DECEMBER 31, 2024  
 PLANNING & DEVELOPMENT DEPARTMENT

# BLUM & CAMPBELL, LLC

Attorneys at Law

JODY CHARLES CAMPBELL  
ATTORNEY AT LAW  
LICENSED IN GA

3000 Langford Road, Building 100  
Peachtree Corners, Georgia 30071

TELEPHONE: (470) 365-2890  
FACSIMILE: (470) 365-2899  
JODY@BLUMCAMPBELL.COM

May 20, 2025

**VIA Electronic Deliver**

Honorable Mayor David Still  
Council Member Bruce Johnson  
Council Member Victoria Jones  
Council Member Austin Thompson  
Council Member Marlene Taylor-Crawford  
City of Lawrenceville, Georgia  
70 South Clayton Street  
PO Box 2200  
Lawrenceville, Georgia 30046

Re: **North DTL CC PH1, LLC**  
**Amended Rezoning Application**  
**Property Address:, 806, 816, 824, 830, 838, 843, 53, & 857 N. Clayton Street,**  
**205, 255 and 285 Grizzly Parkway, Lawrenceville, Georgia 30046**  
**Parcel Nos. R5146C011, R5145 067, R5145 066, R5145 065, R5145 058, R5145**  
**059, R5145 255, R5145 060, R5145 056, R5145 055, and R5145 068**

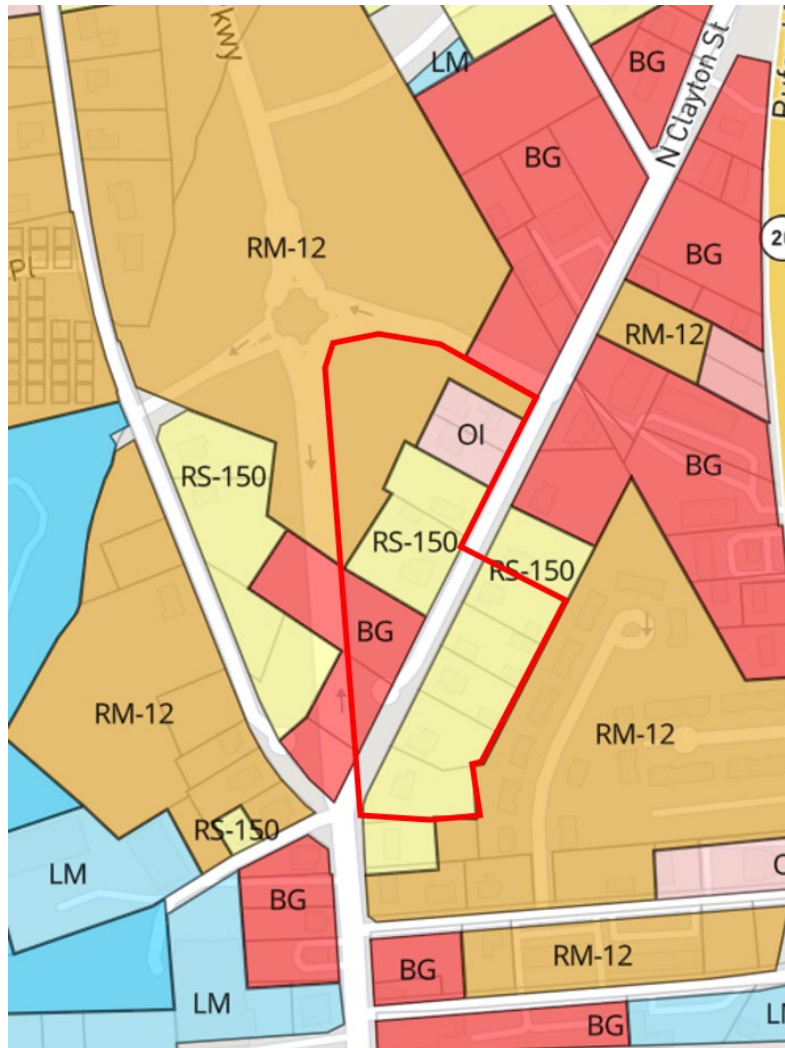
Dear Mayor and City Council Members:

As you are aware, this law firm has the pleasure of representing North DTL CC PH1, LLC ("North DTL"). Previously, North DTL filed a rezoning application for a number of parcels located in the old Depot District along the existing North Clayton Street and Grizzly Parkway (the "Project") seeking to rezone the parcels to a mixture of newly created RS 150 INF (One-Family Infill Residential District) and RS TH INF (Townhouse Infill Residential District) for the purpose of developing a high-quality, executive-style housing development within walking distance of the Downtown area. The application was assigned case number RZR2024-00025.

Following a series of meetings with the City's Planning and Development Staff and the Downtown Development Authority, a number of amendments and adjustments have been made to the project, for which the Applicant now submits its amended application(s) and Letter of Intent. With the inclusion of certain parcels owned by the City of Lawrenceville and the Downtown Development Authority of the City of Lawrenceville, the total assemblage of properties includes ± 5.856 acres. The properties that are the subject of this application are currently zoned a mixture of OI (Office and Institutional), BG (General Business), RS 150 (Residential Single Family) and RM-12 pursuant to the City of Lawrenceville Zoning Ordinance (the "Code"). Below you will

RZR2024-00025  
RECEIVED MAY 20, 2025  
PLANNING & DEVELOPMENT DEPARTMENT

find an area map showing the present zoning for the properties that are the subject of the enclosed application as well as a number of parcels that are located immediately adjacent thereto:



North DTL seeks to rezone these properties to Community Mixed-Use District (CMU) with a administrative variance as permitted by Section 102.11(b) of the Code to reduce the percentage of civic/institutional, commercial/retail, industrial and office land used to 0% and allow 100% of the project to be developed in accordance with the Lot Development Standards of the City's new RS 150 INF and RS TH INF districts.

Before discussing the Project in earnest, it is prudent to note that both the above map as well as the enclosed Survey includes within the Project boundaries a parcel that is not included in the overall development. This parcel is exempted from Site Plan and the "Less and Except" portion of the legal description. Additionally, the Survey and the Site Plan includes portions of existing right-of-way as well as several properties that remnant parcels owned by the City of Lawrenceville from the City's previous acquisition of right of way for the Grizzly Parkway project. The Applicant is requesting the abandonment, sale and conveyance of these parcels to Applicant upon

RZR2024-00025  
RECEIVED MAY 20, 2025  
PLANNING & DEVELOPMENT DEPARTMENT

approval of the rezoning request. Signed rezoning applications for these parcels as well as portions of the existing right of way are being filed contemporaneously herewith.

Additionally, North DTL is currently in negotiations for additional properties surrounding the Project. If these additional properties can be acquired, North DTL anticipates seeking to rezone these parcels to add additional phases to the Project, which could potentially result in a relocation of the second entrance to the Project from Grizzly Parkway to Maddox Street and an expansion of the single-family, detached housing inventory.

I. Description of the Property and Surrounding Area

The properties that are currently included in the application contain a mix of residential and commercial uses. The prospective parcels owned by the City and the DDA are vacant and were acquired during the construction of the Grizzly Parkway. The surrounding area contains a variety of uses including both residential and commercial applications. The project is adjoined by the following zoning classifications and uses.

Location	Land Use	Zoning
Proposed Site	Commercial; Residential	RS 150 and OI
North	Commercial, Residential, Vacant	BG and RM 12
South	Residential, Vacant, Commercial	BG, RS 150,LM and RM 12
East	Residential, Commercial	BG, RM 12
West	Residential, Industrial	BG, RS 150, RM 12, LM and HM

In the City’s 2045 Comprehensive Plan, the Project lies within the Downtown Character Area, which is designed to serve as the historical and cultural heart of the City. The Comprehensive Plan calls for an emphasis on redevelopment of existing properties using urbanist principles including pedestrian friendly streetscapes, promotion of walkability to the city center and infill residential development targeting the “missing middle” housing options that includes higher density single-family detached, bungalow and townhome style housing.



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## II. Project Summary

As shown on the attached Site Plan, North DTL proposes to develop the Project into a residential development, which will include a mixture of sixteen (8) executive-style single-family detached houses and seventy-two (72) high-end townhomes. The proposed housing products are targeted toward young professionals and executives who seeks intown living options within walking distance to the City's entertainment and employment centers. The development will provide a new living option for doctors, nurses, teachers, public safety employees, public sector workers, and employees of Georgia Gwinnett College.

The development's European Village aesthetic will feature cottage style detached homes and townhomes with rear entry garages and rear porches. The façade of the homes will include a mixture of brick, stone, and cityscape finishes facing Grizzly Parkway and the Project's greenspaces. The Project will have homes ranging in size from 1,200 to 3,200 square feet with luxury interior finishes and appliances. Attached to the Site Plan also contains illustrative pictures and floorplans showing examples of the types of housing options that the Project will offer. Further examples of the European Village inspired development at Trilith in Fayetteville, Serenbe in Chattahoochee Hills, and The 1858 and Mayfair on Main in Alpharetta.

Originally, North DTL sought to rezone the Project to a combination of RS 150 INF and RS TH INF districts. North DTL has developed its Site Plan and discussed possible zoning conditions using the dimensional and development requirements of these zoning classifications. Unfortunately, the possibility of future phases with the development necessarily compels North DTL to maintain the maximum amount of flexibility relative to possible adjustments and changes to the Site Plan as additional properties are added. Given this reality, demarcating specific portions of the Project as infill townhome versus infill single-family detached.

The solution to this problem is to amend the rezoning request to instead seek CMU zoning and take advantage of the exception provision in Section 102.11(B)(1). This exception provision allows the Director of Planning and Development to administratively vary the required division of CMU uses to make the development 100% residential if the property is located within the Infill District identified in Section 103.3 of the Code. Additionally, Section 102.11(B)(2)(c) and (d) further provides that single family detached dwellings on small lots shall be developed in accordance with the RS-50 INF standards and that townhomes be developed using RS-TH INF standards and dimensions.

In addition to appropriate zoning conditions confirming the above, North DTL respectfully requests the following waivers, modifications, variances and/or conditions of zoning, as applicable:

1. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.
2. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards to provide that single

RZR2024-00025  
RECEIVED MAY 20, 2025  
PLANNING & DEVELOPMENT DEPARTMENT



family detached lots shall be designed and developed in accordance with the standards set forth in Section 102.5 RS-50 INF – One-Family Infill Residential District, B Lot Development standards and that townhome lots shall be designed and developed in accordance with the standards set forth in Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards.

3. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and N Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.
4. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, J. Parking, 1. Vehicle Parking. Allows for satisfaction of off-street parking in conformance with Section 102.5 RS-50 INF – One-Family Infill Residential District, C. Site Development Standards. 2. Off-Street Parking and Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, C. Site Development Standards. 2. Off-Street Parking.
5. A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.
6. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS– 50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.
7. A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred, forty square feet (2,840 sq. ft.).
8. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS– 50 INF – One-Family Infill Residential District, B. Lot Development Standards. TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.
9. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft.).

RZR2024-00025  
RECEIVED MAY 20, 2025  
PLANNING & DEVELOPMENT DEPARTMENT

10. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Units Per Row (UPR) for the attached townhouse residential dwelling units from three (3) units to one (1) unit.
11. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-TH Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).
12. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.
13. A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

### III. Site Impact Analysis

The Ordinance outlines the standards and considerations the City Council should utilize in exercising its Zoning Power. Section 907(c) of the Ordinance outlines six factors the Council should weigh:

1. Whether a proposed rezoning will permit a use that is suitable in view of the use and development adjacent and nearby property:

Yes. The proposed use is consistent with existing residentially zoned properties in the vicinity, which are primarily older, higher density housing including RS 150 and RM 12. The proposed development would further provide needed rooftops to support both the Downtown commercial uses and the burgeoning Depot District businesses.

2. Whether a proposed rezoning will adversely affect the existing use or useability of adjacent or nearby properties.

No. The proposed use would further the process of redeveloping the existing, older residential properties along North Clayton Street. Additionally, commercial uses along the North Clayton Street Connector will not be impacted by the additional traffic from the Project, which will be funneled to Buford Drive and Grizzly Parkway. The addition of additional residences will support and bolster the expanding Depot District and Downtown businesses.

3. Whether the property to be affected by a proposed rezoning has reasonable economic use as currently zoned.

No. North DTL respectfully submits that the portions of the Project currently zoned residential do not have reasonable economic use. The residential structures on said properties have exceeded their useful lifespan, yet with the appreciation of residential property values in Lawrenceville, the acquisition cost for such properties makes construction and redevelopment of said homes cost prohibitive on an individual basis. The current OI and BG zoned parcels are not large enough to support functional commercial applications.

4. Whether the proposed rezoning will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools.

No. The proposed development will not create an excessive burden on the City's existing infrastructure. The City of Lawrenceville has already invested significant amounts in the development of the Grizzly Parkway with both traffic control devices (roundabouts, etc.), sidewalks and stormwater facilities. These improvements were installed to promote a denser redevelopment of adjacent parcels. Traffic to the development will be funneled to the North Clayton Connector Road, which in turn allows for the orderly distribution of traffic onto major arterials. Although the Project will add additional housing units to the City, the target market for said development will not unreasonably increase its burden on the school system.

5. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan.

Yes. The proposed development is consistent with and in furtherance of the policy and intent of the land use plan expressed in the 2045 Comprehensive Plan. The Project is within the Downtown Character Area, which seeks to redevelop older properties in a manner that creates high quality, executive housing. The Project promotes walkability to the City's employment and entertainment centers while offering housing solutions for the "missing middle" identified in the 2045 Comprehensive Plan Downtown character area.

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

Yes. The continued growth of the college corridor along Grizzly Parkway and the Depot District has greatly expanded the City's commercial offerings that now require additional houses and customers. The Project will provide much needed balance to the redevelopment of older properties along Grizzly Parkway and in Depot District.

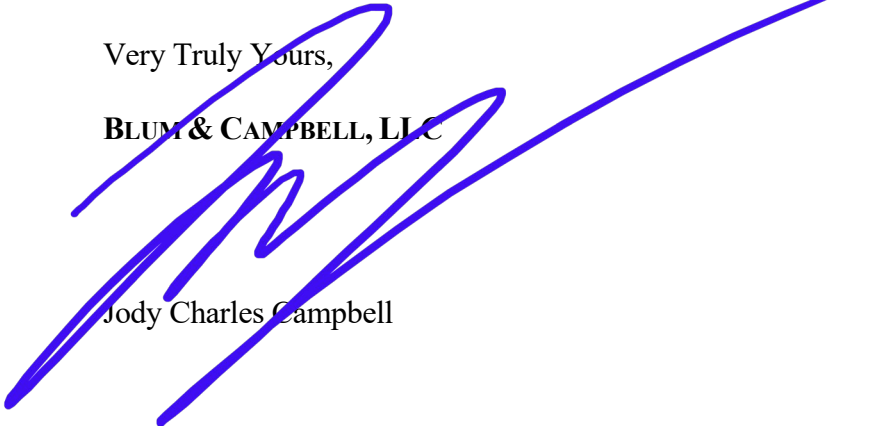
North DTL is excited to bring this Project to the City Council for consideration. We believe that the Project is the next step in the redevelopment of the northern part of the Downtown area and implementation of the 2045 Comprehensive Plan. We look forward to working with the City and its staff to bring the Project to fruition. Should the City have any additional questions or need any additional information, please do not hesitate to contact me. I remain,

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Very Truly Yours,

**BLUM & CAMPBELL, LLC**



Jody Charles Campbell

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### Legal Description

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lots 145 and 146, 15<sup>th</sup> District, the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a Parker Kalon Survey Nail set in the center of the right of way of North Clayton Street (40' R/W) at the intersection with the North Clayton Connector Road (75' R/W); traveling thence South 50 degrees, 44 minutes, 26 seconds West a distance of 50.72 feet to a ½" rebar with cap located on the northwestern side the right of way of North Clayton Street (40' R/W), said point being the POINT OF BEGINNING; traveling thence South 27 degrees, 6 minutes, 46 seconds, West a distance of 23.95 feet to a ½" rebar; traveling thence South 26 degrees, 59 minutes, 42 seconds West a distance of 273.49 feet to a 1" solid steel rod; traveling thence, South 26 degrees, 45 minutes, 41 seconds West a distance of 30 feet to an iron pin set; traveling thence South 63 degrees, 14 minutes, 19 seconds East a distance of 45.81 feet to a 2" Axle; traveling thence South 64 Degrees, 6 minutes, 12 seconds East a distance of 189.91 feet to a 2" Axle; traveling thence South 26 degrees, 45 minutes, 26 seconds West a distance of 372.00 feet to an iron pin set; traveling thence, South 74 degrees, 30 minutes, 28 seconds West, a distance of 21.29 feet to a ½" rebar with cap; traveling thence South 4 degrees, 12 minutes, 44 seconds East a distance of 106.22 feet to a 1" iron rod; traveling thence North 87 Degrees, 13 minutes, 20 seconds West a distance of 88.09 feet to a 1" open top pipe; traveling thence South 83 degrees, 29 minutes, 31 seconds West a distance of 148.87 feet to a iron pin set 2.10 feet from the right of way of Grizzly Parkway (R/W varies); traveling thence North 00 degrees, 12 minutes, 43 seconds East a distance of 156.87 feet to a ½" rebar with cap; traveling thence North 04 degrees, 13 minutes, 34 seconds West a distance of 67.45 feet to a ½" rebar with cap; traveling thence North 12 degrees, 15 minutes, 32 seconds East a distance of 88.03 feet to a ½" rebar with cap; traveling thence North 4 degrees 13 minutes, 43 seconds West a distance of 190.79 feet to a ½" rebar with cap; traveling thence North 58 degrees, 53 minutes, 45 seconds West a distance of 30.61 feet to an iron pin set; traveling thence North 03 degrees, 56 minutes, 15 seconds West a distance of 13.21 feet to an iron pin set; traveling thence, North 32 degrees, 21 minutes, 12 seconds East, 41.83 feet to a ½" rebar with cap; traveling thence, North 04 degrees, 13 minutes, 38 seconds West a distance of 151.74 feet to an iron pin set; traveling thence along a curve to the right having a radius of 3870.00 feet, an arc length of 158.14 feet, and a chord bearing and distance North 05 degrees, 28 minutes, 38 seconds West 158.13 feet to a ½" rebar with cap; traveling thence, North 22 degrees, 38 minutes, 57 seconds East a distance of 47.96 feet to an iron pin set; traveling thence, North 34 degrees, 16 minutes, 35 seconds East a distance of 55.48 feet to an iron pin set; traveling thence, 39 degrees, 39 minutes, 47 seconds East a distance of 39.48 feet to a ½" rebar with cap; traveling thence South 85 degrees, 54 minutes, 50 seconds East a distance of 34.02 feet to an iron pin set; traveling thence along a curve to the right having a radius of 483.31 feet, an arc length of 129.63 feet, and a chord bearing and distance South 70 degrees, 33 minutes, 18 seconds East 129.24 feet to an iron pin set; traveling thence, South 63 degrees, 3 minutes, 21 seconds East a distance of 163.35 feet to a ½" rebar with cap; traveling

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PLANNING & DEVELOPMENT DEPARTMENT

thence, South 17 degrees, 52 minutes, 1 second East a distance of 23.92 feet to a ½” rebar with cap and the POINT OF BEGINNING;

LESS AND EXCEPT:

That certain property being commonly known as 835 N. Clayton Street, Lawrenceville, Georgia 30046, Gwinnett County Tax Parcel R5145 057 being approximately 0.44 acres, more or less, and being more accurately described as follows:

All that tract or parcel of land lying and being in the City of Lawrenceville, County of Gwinnett, State of Georgia, and being part of the land conveyed to Mr. Nona T. Holcomb by the heirs at law of W. H. Freeman, deceased, and this lot has the home house on said lot, and is more particularly described as Exhibit "A" in a General Warranty Deed from the Executor of the Estate of Ann Burns filed in Deed Book 25909, Page 2, Gwinnett County Superior Court records and being further described as follows:

Beginning at a stake on the west side of North Clayton Street at the corner of the land of Everett Norton, and from this point run in a Northerly direction along North Clayton Street 188 feet to a stake at the corner of the lot of now or formerly, Radford Freeman; thence run in a westerly direction along the line of now or formally Radford Freeman 177 feet to a stake on the line of Mrs. Nona Holcomb; thence run along the line of Mrs. Nona T. Holcomb 183 feet in a southerly direction to the line of Everett Norton, thence run along the line of Everett Norton land in an easterly direction 196 feet to the stake at North Clayton Street, the point of beginning.

The above-described property being the same property as described in a Warranty Deed from Mrs. Nona T. Holcomb to Mrs. J.C. Shellnutt, Sr., dated March 20, 1948, recorded in Deed Book 86, Page 529, Gwinnett County Deed Records.

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# RECOMBINATION PLAT FOR LAWRENCEVILLE QUAD

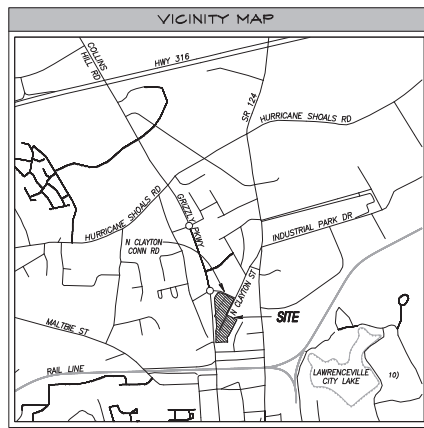
**PARCELS 5145 055, 5145 056, 5145 057, 5145 058, 5145 059, 5145 060,  
5145 065, 5145 066, 5145 067, 5145 068, 5145 255 & 5146C011**

**LAND LOTS 145 & 146 OF THE 5TH DISTRICT  
CITY OF LAWRENCEVILLE  
GWINNETT COUNTY, GEORGIA**

## RECORDING INFORMATION

## NOTES

- 1) THE PURPOSE OF THIS PLAT IS TO DEPICT ALL OF GWINNETT COUNTY PARCELS 5145 055, 5145 056, 5145 057, 5145 058, 5145 059, 5145 060, 5145 065, 5145 066, 5145 067, 5145 068, 5145 255 AND 5146C011 AND TO COMBINE THEM INTO A SINGLE PARCEL ALONG WITH A PORTION OF N CLAYTON ST. TO BE ABANDONED.
- 2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO WARRANTY IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.
- 3) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES.
- 4) ALL IRON PINS SET(PS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE.
- 5) THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK, AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.
- 6) NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER FEMA FIRM MAP NUMBER 13150C00254E, EFFECTIVE DATE 09/29/2006.
- 7) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET + 50 PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREON WAS A LEICA TS12 ROBOTIC TOTAL STATION.
- 8) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 168,648 FEET.
- 9) THIS SURVEY DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.



## SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION. THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 168,648 FEET AND AN ANGULAR ERROR OF 0.00001° PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 168,648 FEET AND CONTAINS A TOTAL OF 6,640 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREON WAS LEICA TS12 ROBOTIC TOTAL STATION.

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-8-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFERRED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

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 15-8-67.

BY: BENJAMIN L. GREENMAN, L.S. DATE: 12/23/24  
REGISTERED: 048-5116  
DATE OF EXPIRATION: 12/31/2025

## PARCEL SUMMARY

PROPERTY ID	AREA (AC)	ADDRESS OF PARCEL	ZONING
5145 055	0.023 AC	815 N CLAYTON STREET	BG -- GENERAL BUSINESS
5145 056	0.345 AC	823 N CLAYTON STREET	BG -- GENERAL BUSINESS
5145 057	0.784 AC	835 N CLAYTON STREET	BG -- GENERAL BUSINESS
5145 058	0.508 AC	843 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
5145 059	0.344 AC	853 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
5145 060	1.287 AC	863 N CLAYTON STREET	OI -- OFFICE INSTITUTIONAL
5145 255	0.301 AC	857 N CLAYTON STREET	OI -- OFFICE INSTITUTIONAL
5145 065	0.436 AC	839 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
5145 066	0.433 AC	830 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
5145 067	0.448 AC	824 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
5145 068	0.468 AC	816 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
5146C011	0.585 AC	806 N CLAYTON STREET	RS150 -- SINGLE FAMILY RESIDENCE 15,000 SF
EXISTING R/W	0.678 AC	N/A	N/A
<b>TOTAL:</b>	<b>6,640 AC</b>		

## FINAL PLAT APPROVAL

THE DIRECTOR OF THE PLANNING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF LAWRENCEVILLE ZONING ORDINANCE AND SUBDIVISION REGULATIONS AND THAT IT HAS BEEN APPROVED BY ALL OTHER OPERATIONAL CITY DEPARTMENTS AS APPROPRIATE. THIS PLAT IS APPROVED SUBJECT TO PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT EXECUTED FOR THIS PROJECT BETWEEN THE OWNER AND THE CITY OF LAWRENCEVILLE, ACCEPTANCE OF CONSTRUCTED GREENWAYS, IF SHOWN ON THE FINAL PLAT, IS HEREBY EXPRESSLY EXCLUDED FROM APPROVAL AND MAINTENANCE AND SHALL NOT BE ACCEPTED BY THE CITY UNTIL SAID GREENWAY IS COMPLETED IN ITS ENTIRETY AND VERIFIED THAT IT HAS BEEN BUILT TO STANDARDS AS SET FORTH IN THE DEVELOPMENT REGULATIONS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

DIRECTOR, PLANNING AND DEVELOPMENT DEPARTMENT

SHEET	1	OF	2
REVISIONS			
DATE	12/23/24	LAST FIELD WORK	12/19/24
DRAWN BY	RLJ	CHECKED BY	CHW
DATE	12/23/24	DATE	12/19/24
FILE NUMBER	08W-145-2	FILE	LawrencevilleQuads

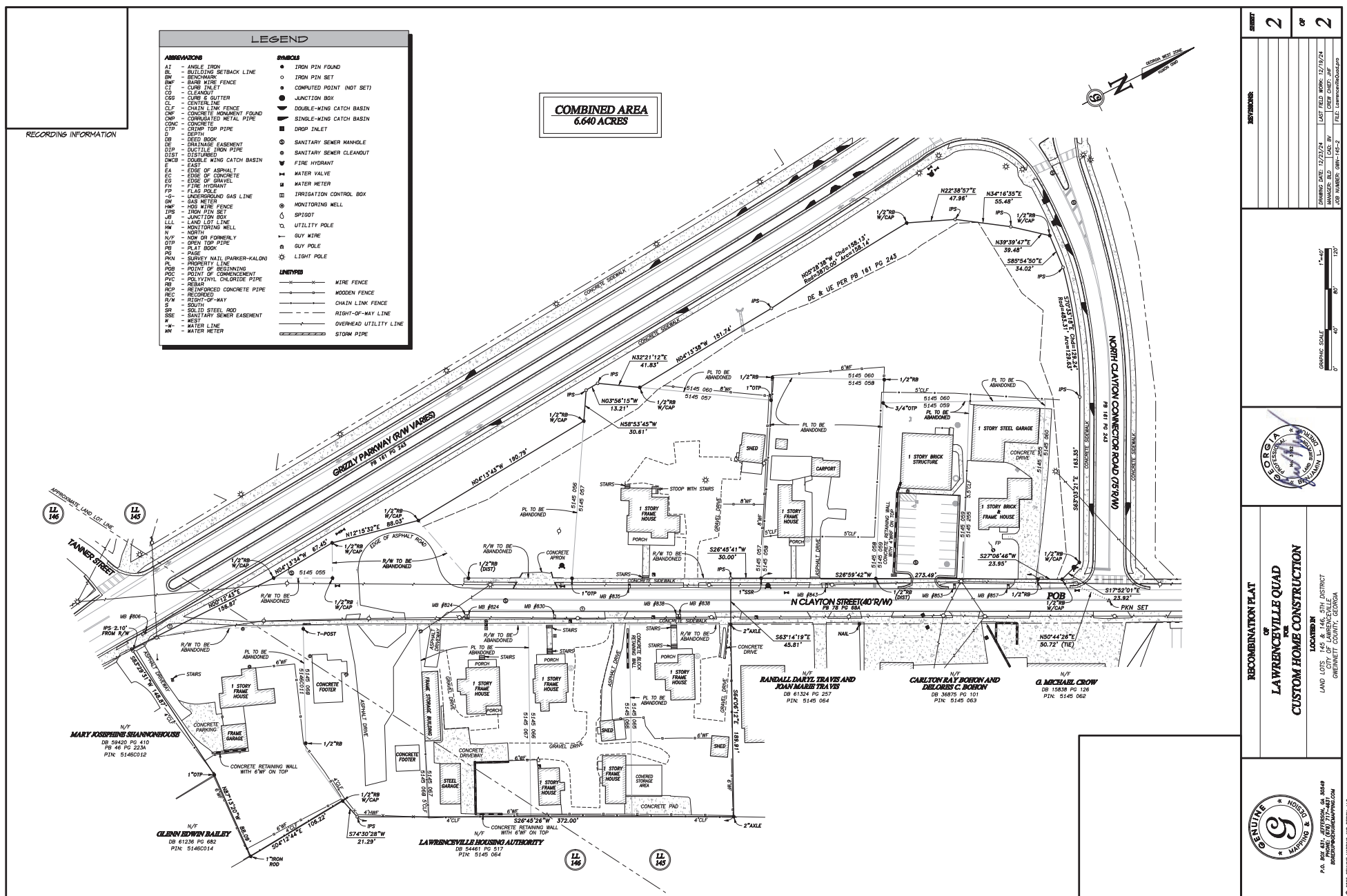


**RECOMBINATION PLAT  
OF  
LAWRENCEVILLE QUAD  
FOR  
CUSTOM HOME CONSTRUCTION**

LAND LOTS 145 & 146  
CITY OF LAWRENCEVILLE  
GWINNETT COUNTY, GEORGIA



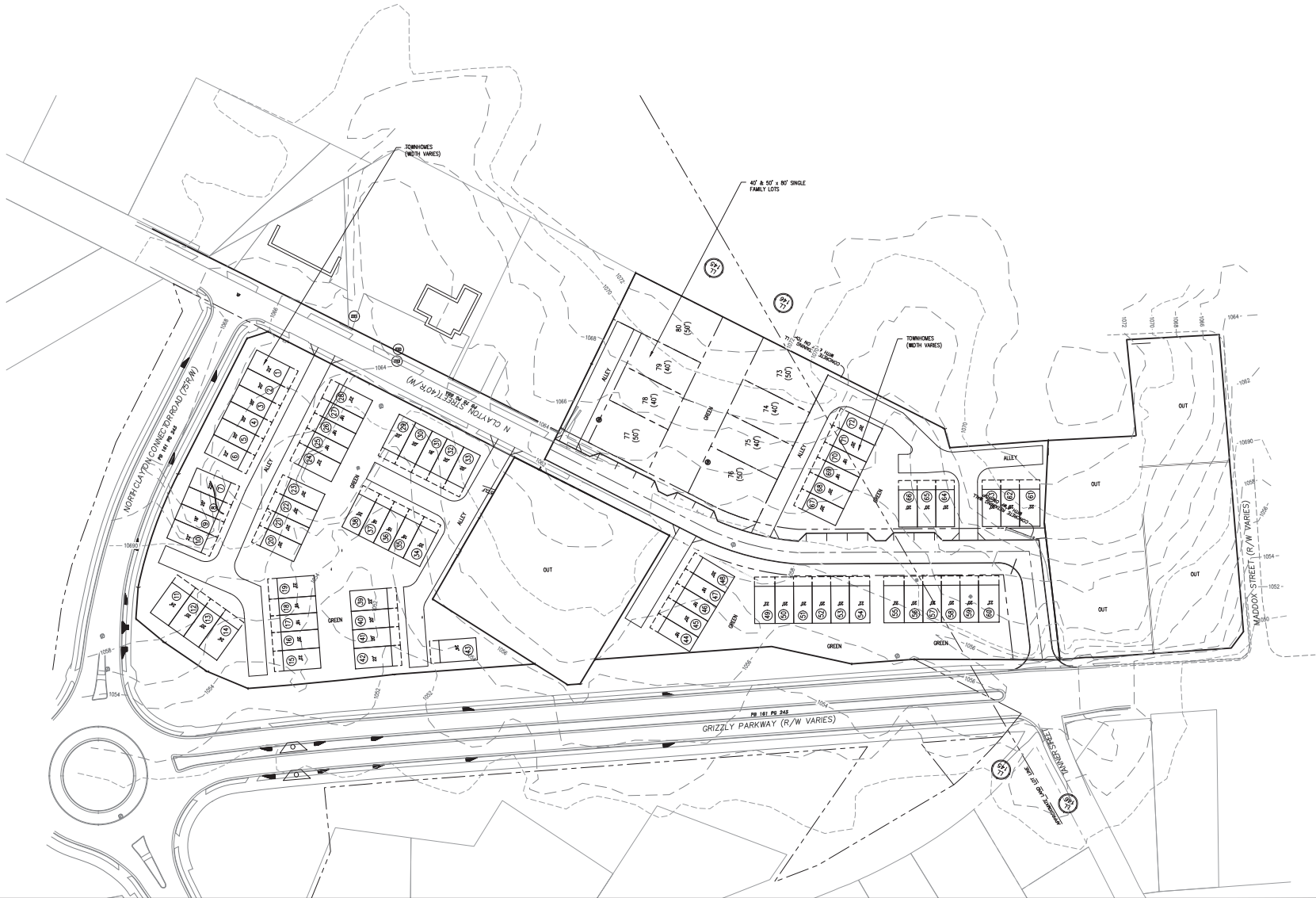
P.O. BOX 451, EDITIONS 46, 30048  
LAWRENCEVILLE, GA 30046  
PH: 770-962-1300  
WWW.BENJAMINGREENMAN.COM



PROPOSED LOTS:

SINGLE FAMILY LOTS (44' x 80')	4
SINGLE FAMILY LOTS (50' x 80')	4
TOWNHOMES (VARIES x 50')	72
TOTAL UNITS:	80

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<p>CIVIL ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE 50 Warm Springs Circle Roswell, Georgia • 30075 (770) 641-1942 • www.aecatl.com</p>	 Scale 1" = 50'	<p>PRELIMINARY SITE PLAN</p>	<h1>LAWRENCEVILLE TRACTS</h1> <p>LAWRENCEVILLE, GEORGIA</p>	PROJECT INFORMATION	
				PROJECT NO: 24-5126	
				DATE: FEBRUARY 5, 2025	
				SCALE: 1" = 50'	
				FILE NAME: AEC-PRELIM TITLEBLOCK.dwg	
DESIGN/DRAWN: SLR/slr					



# LAWRENCEVILLE URBAN INFILL

## CHALLENGES OF INFILL

INFILL PROJECTS CAN FACE CHALLENGES SUCH AS:

- DIFFICULTY ASSEMBLING LAND DUE TO SMALLER PARCELS WITH FRAGMENTED OWNERSHIP
- POTENTIAL FOR EXISTING ENVIRONMENTAL CONTAMINATION
- HIGHER CAPITAL COSTS
- MORE LIMITED FINANCING OPTIONS

WHEN APPROACHING INFILL PROJECTS, SOME CONSIDERATIONS INCLUDE:

## DENSITY:

- MAXIMIZING DENSITY IS IMPORTANT, AS LAND VALUES ARE CONTINUOUSLY INCREASING.
- CREATIVITY: INFILL PROJECTS REQUIRE A THOUGHTFUL APPROACH, AND SIMPLE, COOKIE-CUTTER PLANS ARE UNLIKELY TO WORK.
- CONTEXT: INFILL PROJECTS SHOULD BE SENSITIVE TO THE IMPACT THEY WILL HAVE ON THE SURROUNDING COMMUNITY.

## FORM-BASED CODES

SOME RECOMMEND THAT CITIES ADOPT FORM-BASED CODES, WHICH FOCUS ON THE PHYSICAL FORM AND CHARACTERISTICS OF A DEVELOPMENT INSTEAD OF STRICT ZONING CODES.

## MIX OF DETACHED RESIDENTIAL + TOWNHOMES + COTTAGES

IMAGES PROVIDED FOR DESIGN INSPIRATION ONLY.  
NBA DOES NOT TAKE CREDIT FOR ALL IMAGERY PRESENTED.



NILES BOLTON

Historic cities feature a blend of architectural styles and cozy outdoor spaces. Our goal with the site layout and architecture is to reflect that.

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# DETACHED SINGLE FAMILY

Homes with classic vernacular that blend the division of existing residential homes and New construction.

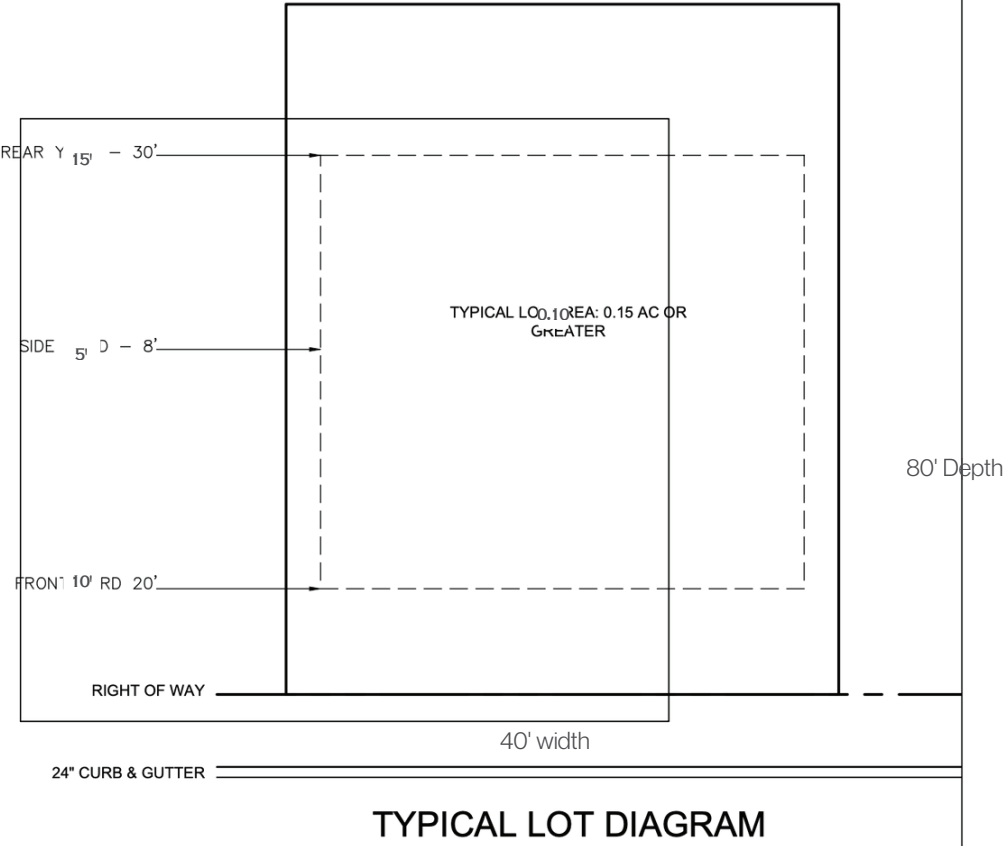


Sucasa

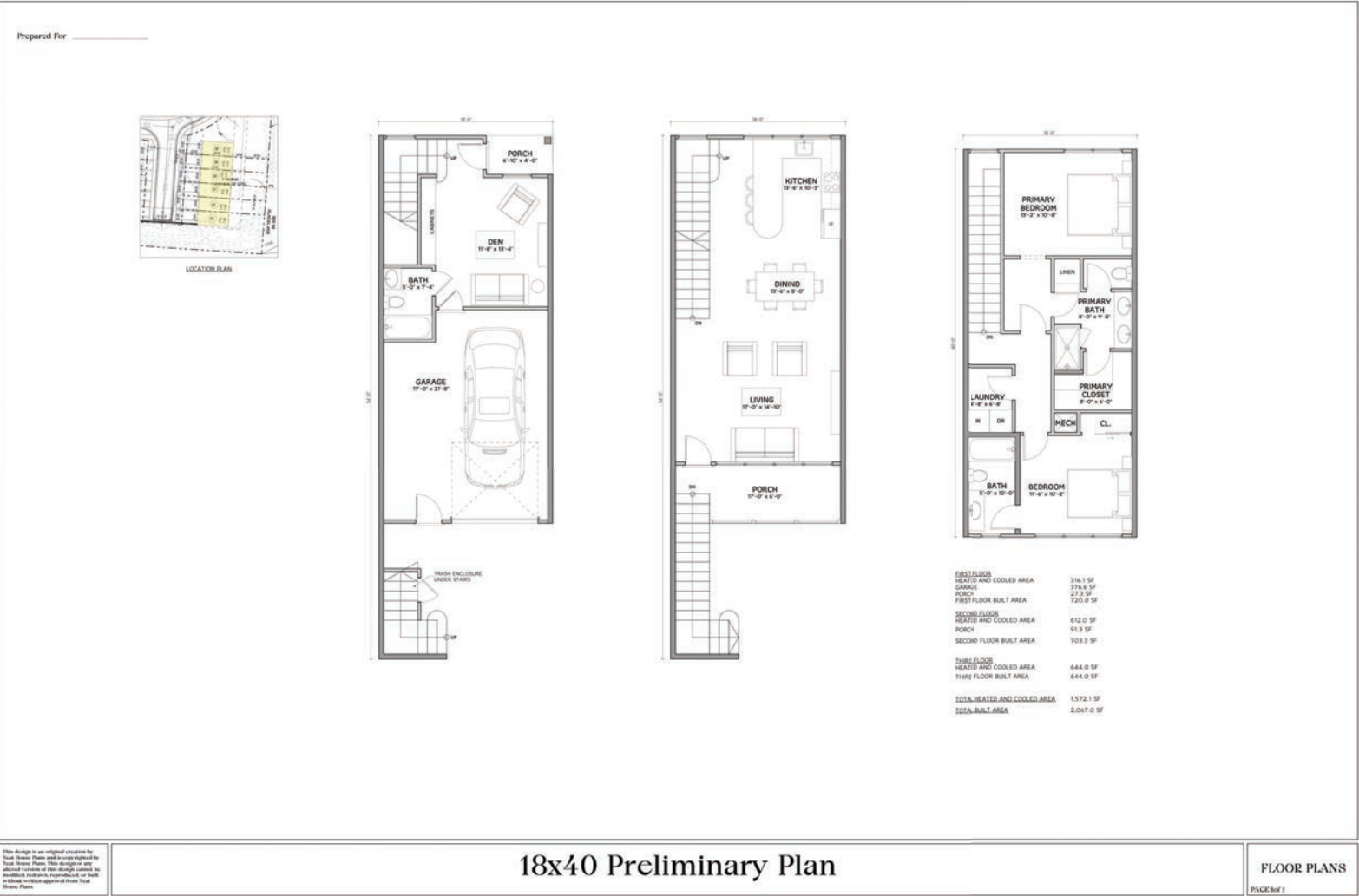


Serenbe

Building Type Overview	
Height	2 Sty
Width	40'
Depth	60'
Unit Configuration	3 bed/2.5 bath
Building Size	2500sqft (min)
Lot Width	50
Lot Depth	80
Cost Assumptions	800-1.1 million



# TOWNHOMES



Building Type Overview	
Height	3 Sty
Width	18'min
Depth	50' min
Unit Configuration	2 bed/2 bath
Building Size	1500 sqft (min)
Lot Width	25
Lot Depth	65
Cost Assumptions	\$850+



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# LAWRENCEVILLE

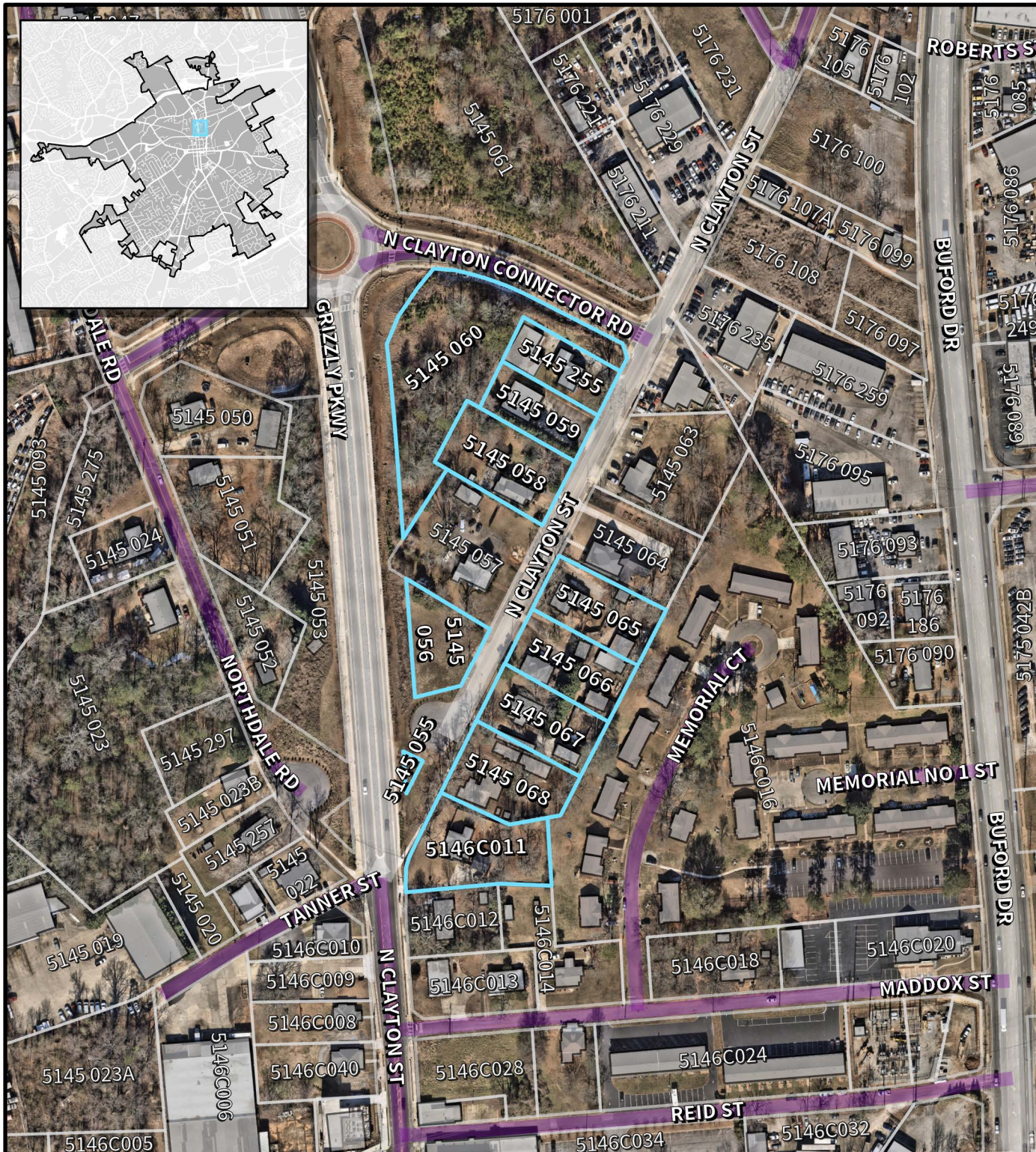
Planning & Development

## Location Map & Surrounding Areas

**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property
-  Lawrenceville City Limits
-  City Maintained Streets
-  County/State Maintained Streets



N



0 125 250





# LAWRENCEVILLE

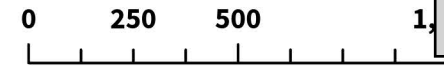
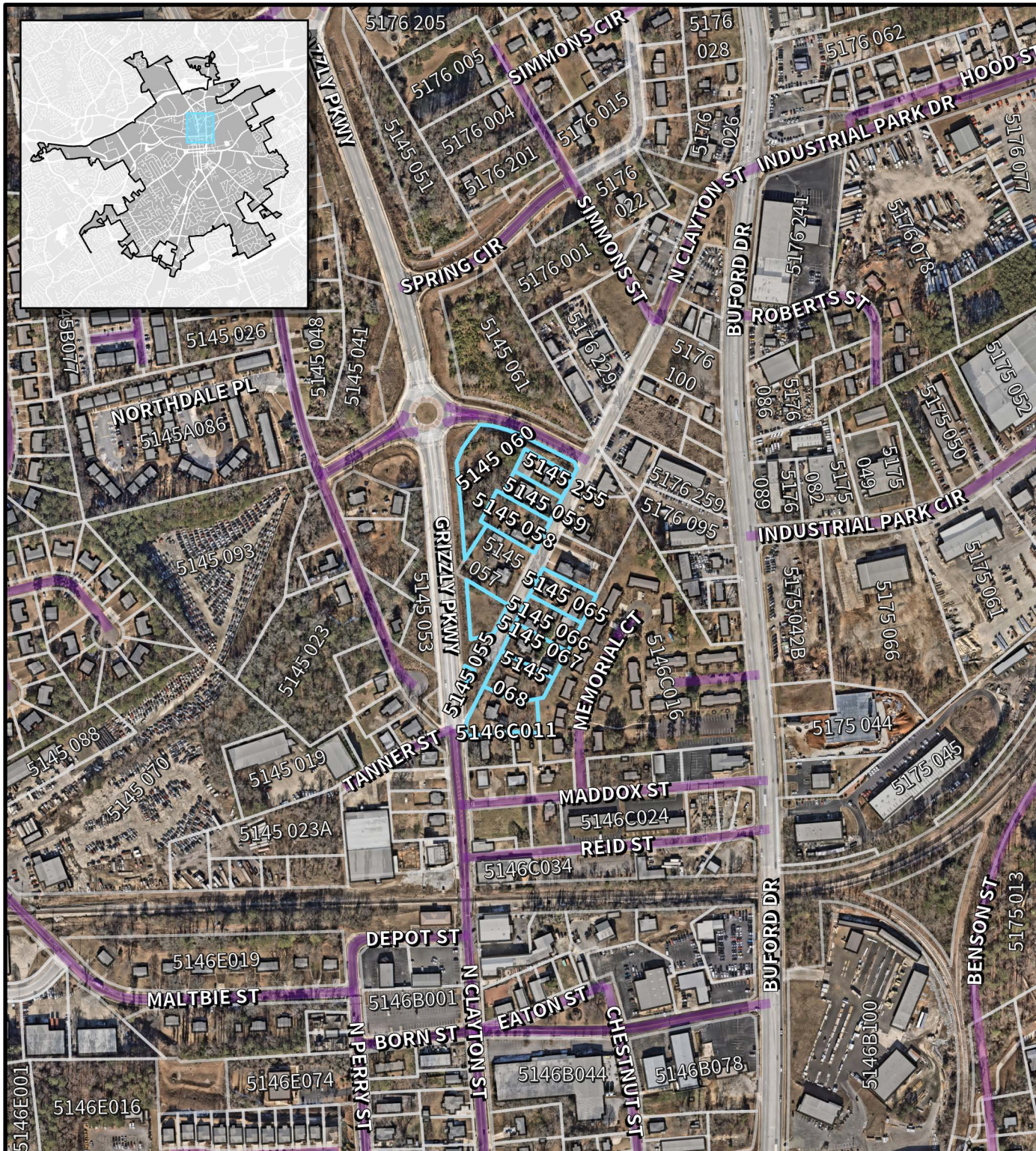
Planning & Development

## Location Map & Surrounding Areas

**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property
-  Lawrenceville City Limits
-  City Maintained Streets
-  County/State Maintained Streets









# LAWRENCEVILLE

Planning & Development








## Location Map & Surrounding Areas

**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property
-  Lawrenceville City Limits

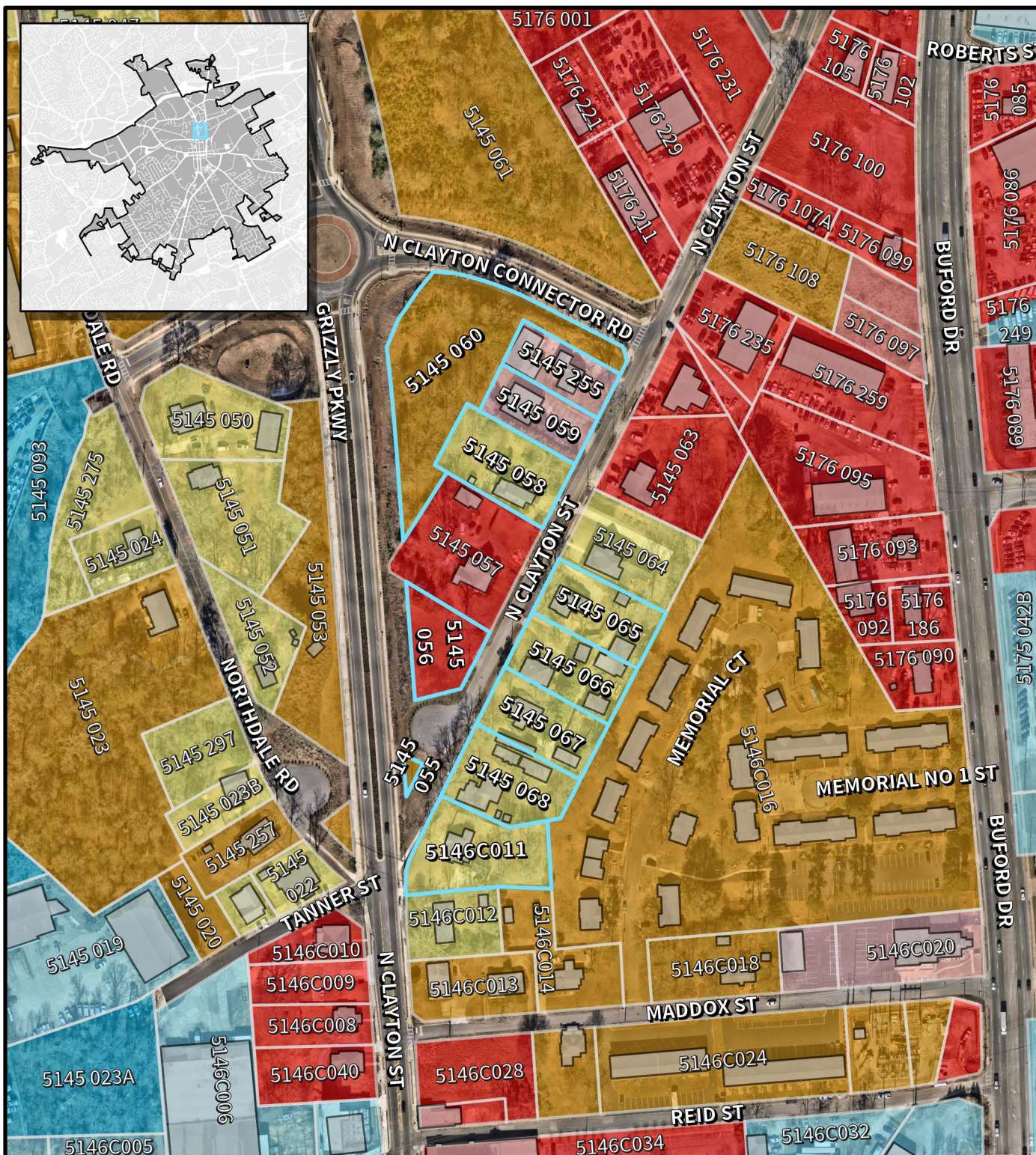
### Zoning Districts

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

N



0 125 250









# LAWRENCEVILLE

Planning & Development










## Location Map & Surrounding Areas

**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property
-  Lawrenceville City Limits

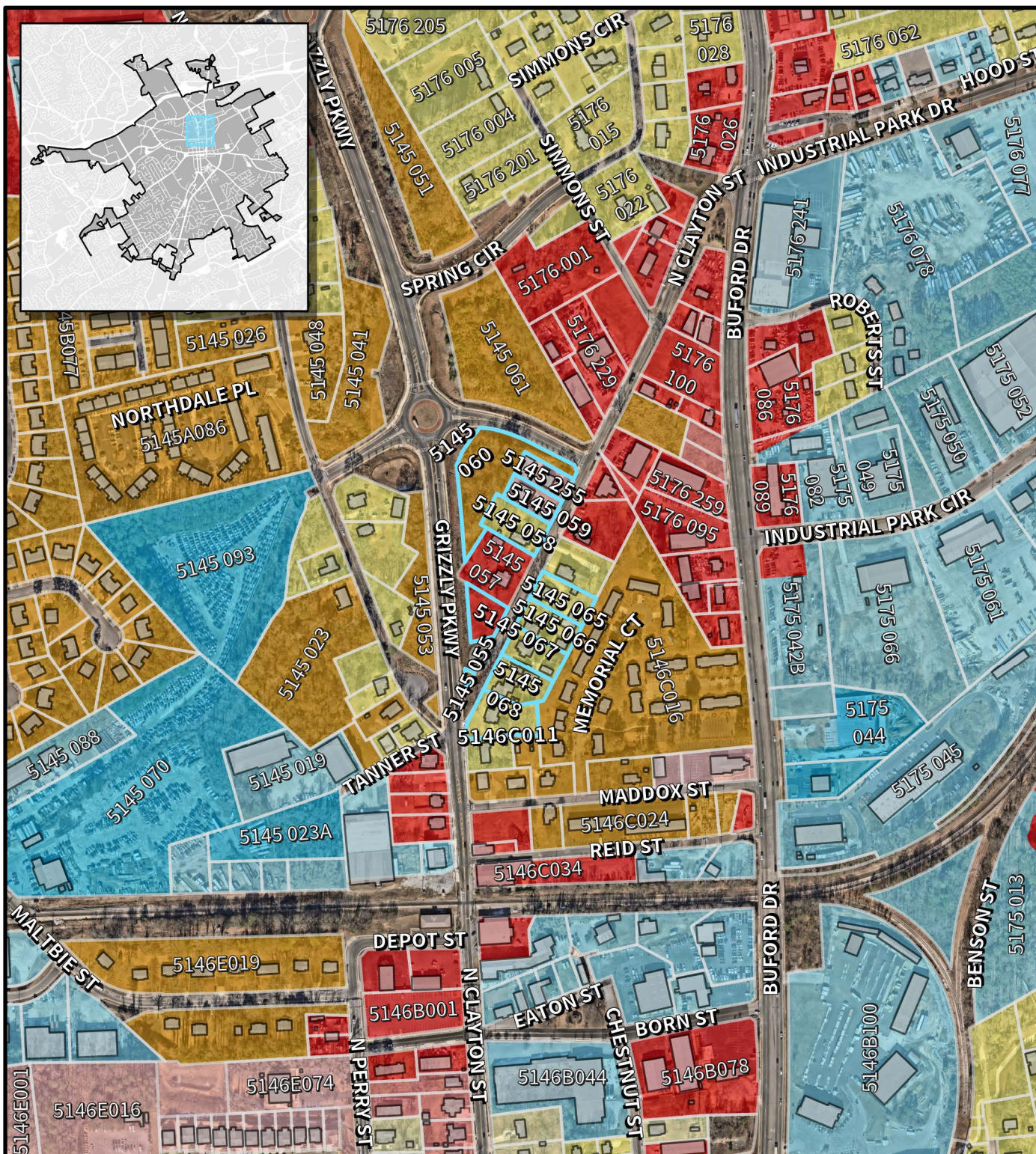
### Zoning Districts

-  BG General Business
-  BGC Central General Business
-  LM Light Manufacturing
-  HM Heavy Manufacturing
-  OI Office/Institutional
-  ON Office/Neighborhood
-  RM-12 Multifamily Residential
-  RS-60 Single-Family Residential
-  RS-150 Single-Family Residential

N



0 250 500 1, Page 98







## Planning & Development

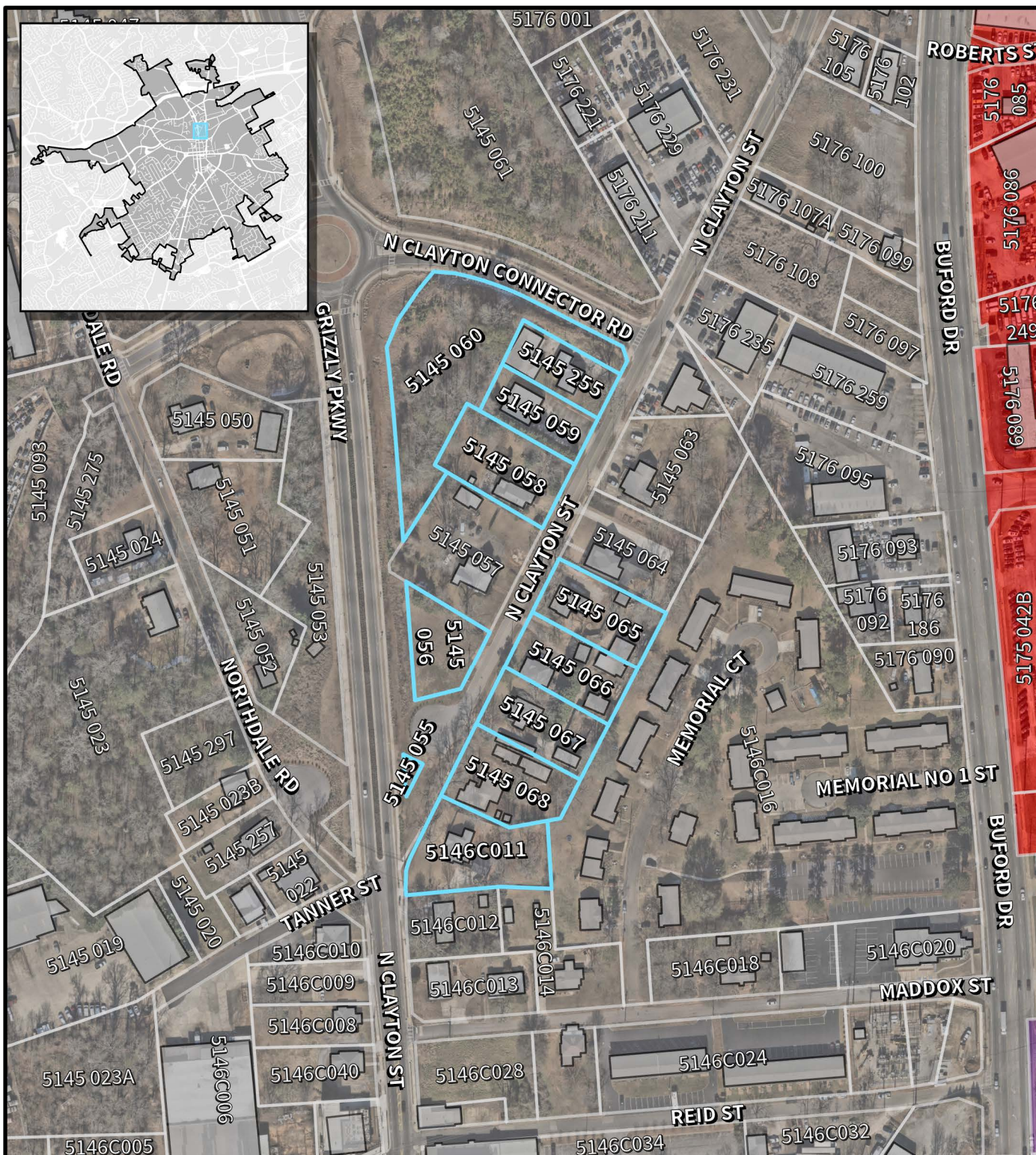
**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property
-  Lawrenceville City Limits

## 2045 Character Areas

- Downtown  
 Commercial Corridor  
 Industrial




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## Planning & Development

**RZR2024-00025**

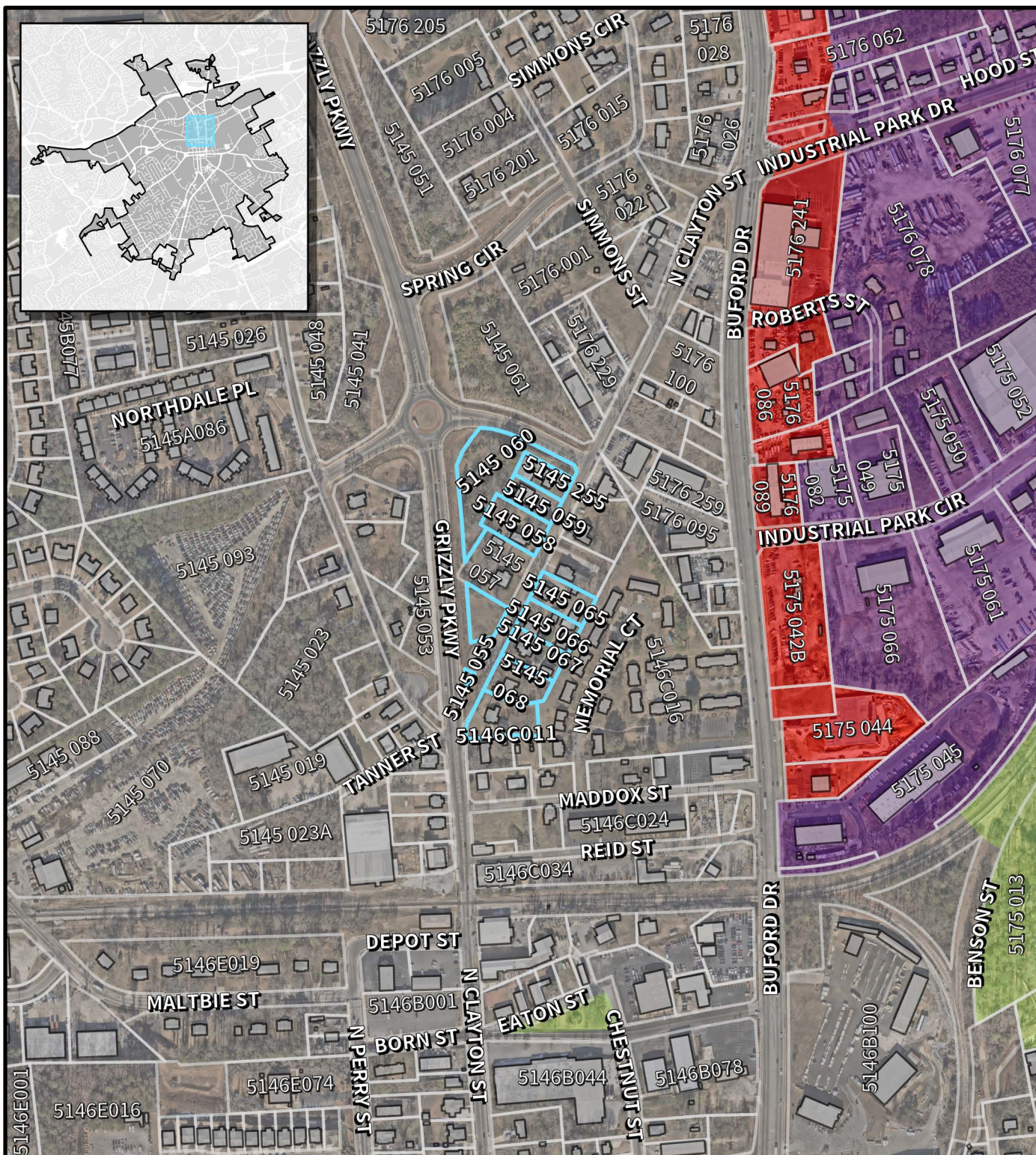
Applicant:  
North DTL CC Ph1, LLC

 Subject Property

 Lawrenceville City Limits

## 2045 Character Areas

-  Downtown
-  Commercial Corridor
-  Industrial
-  Parks






0 250 500

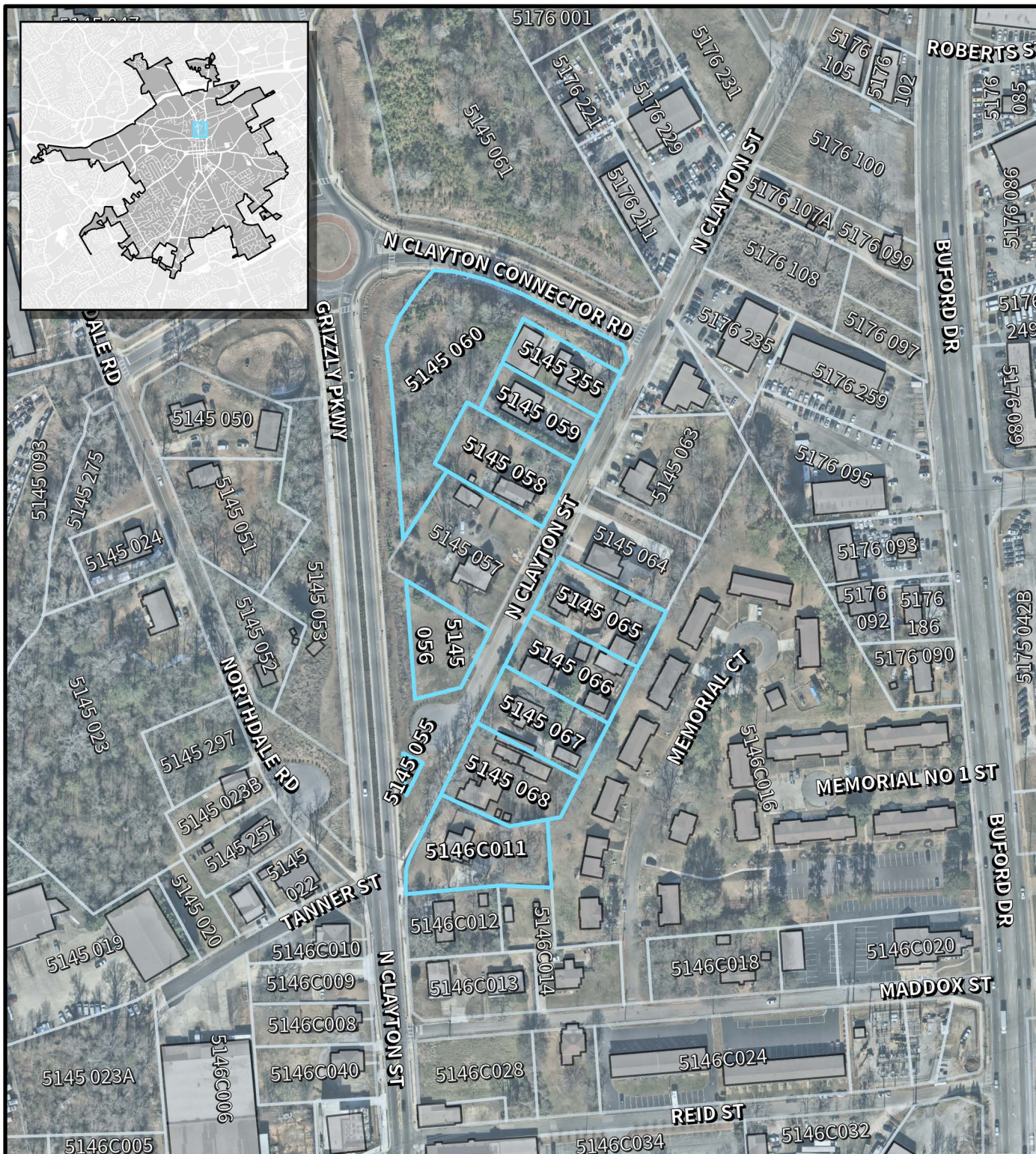


## Planning & Development

**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property  
 Lawrenceville City Limits  
 DDA Boundary






0      125      250



## Planning & Development

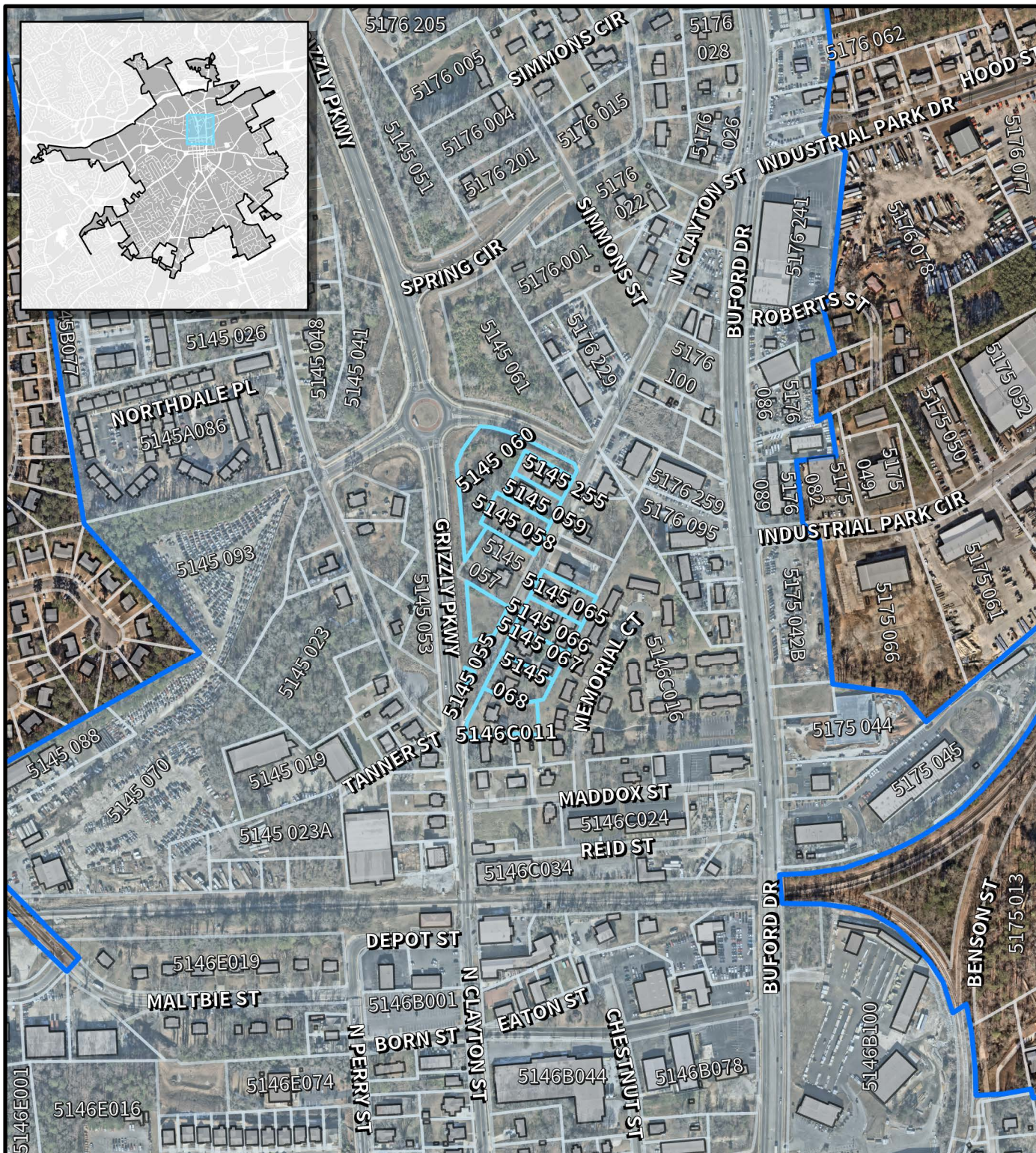
**RZR2024-00025**

Applicant:  
North DTL CC Ph1, LLC

-  Subject Property  
 Lawrenceville City Limits  
 DDA Boundary



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# LAWRENCEVILLE

## Planning & Development

10.

### PLANNING ~~COMMISSION AND DEVELOPMENT~~

### RECOMMENDED CONDITIONS - 06022025

#### RZR2024-00025

Approval of a rezoning to CMU (Community Mixed-Use District), subject to the following enumerated conditions:

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

- A. A maximum of eighty (80) housing units, including eight (8) single-family dwellings and seventy-two (72) rear-entry townhomes.
- B. The development shall be in general accordance with submitted site plan received by the Department of Planning and Development, dated May 13, 2025, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. The proportions of materials of the exterior facades shall be in general accordance with those detailed in the elevations received on December 31, 2024.
- C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
- D. Townhome Units shall meet the following standards:

a. Four (4) bedroom dwelling units shall be prohibited

~~a.~~ b. All residential units shall have a two-car garage.

2. To satisfy the following site development considerations:

- A. Provide a ~~five~~fifteen-foot-wide (~~5~~15 ft.) external building setback adjacent to Grizzly Parkway and N Clayton Connector Road.
- B. Natural vegetation shall remain on the property until the issuance of a development permit.

~~C. New billboards or oversized signs shall be prohibited.~~

~~D. Outdoor storage shall be prohibited.~~

~~E. 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 rights-of-way.~~

~~F. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick up shall be limited to between 7:00 a.m. and 7:00 p.m.~~

~~G. 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. Yard signs or bandit signs, sign walkers or sign twirlers shall be prohibited.~~

~~H. Peddlers and/or parking lot sales shall be prohibited.~~

~~I.~~C. ~~The~~Homeowner's association shall repaint or repair any graffiti or vandalism in common areas within seventy-two (72) hours of notice from the City.

~~J.~~D. The required parking ratio shall be one and one half (1.5) spaces per unit.

~~M.~~E. Provide City Standard Pedestrian lighting along Grizzly Parkway and N Clayton Connector Road.

~~N.~~F. Provide landscaping (evergreen hedge) within building setback area along Grizzly Parkway and N Clayton Connector Road.

~~O.~~G. The residential portion of the development ~~may~~shall be gated.

~~P.~~H. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

3. The following variances are approved:

A. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.

B. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU

Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and N Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.

- C. A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.
- D. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF –One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.
- E. A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).
- F. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF –One-Family Infill Residential District, B. Lot Development Standards. TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.
- G. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).
- H. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Units Per Row (UPR) for the attached townhouse residential dwelling units from three (3) units to one (1) unit.

- I. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards.
  - 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).
- J. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards.
  - 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.
- K. A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.



# LAWRENCEVILLE

## Planning & Development

### PLANNING COMMISSION CONDITIONS

#### WITH RECOMMENDED CHANGES BY MAYOR AND COUNCIL - 06162025

#### RZR2024-00025

Approval of a rezoning to CMU (Community Mixed-Use District), subject to the following enumerated conditions:

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

- A. A maximum of eighty (80) housing units, including a minimum of eight (8) single-family dwellings and a maximum of seventy-two (72) rear-entry townhomes. These limits may be modified only through an approved rezoning of adjacent or nearby properties and a corresponding amendment to the master site plan.
- B. The development shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated May 13, 2025, with variances necessary to meet zoning conditions and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. The design and exterior appearance shall be in general accordance with the examples presented during the June 25, 2025, Mayor and Council meeting and final design and exterior appearance shall be approved by the Director of Planning and Development.
- C. All detached residential units shall have a two-car garage.

2. To satisfy the following site development considerations:

- A. Natural vegetation shall remain on the property until the issuance of a development permit.
- B. The homeowner's association shall repaint or repair any graffiti or vandalism in common areas within seventy-two (72) hours of notice from the City.
- C. The required parking ratio shall be one and one half (1.5) spaces per unit.
- D. Provide City Standard Pedestrian lighting along Grizzly Parkway, both sides of North Clayton Street (to North Clayton Connector Road), and the south side

of North Clayton Connector Road.

- E. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.
  - F. Any use or expansion of existing City owned water quality/quantity facilities shall be reviewed and approved by the City Engineer.
  - G. Pedestrian connections from the development to Grizzly Parkway and North Clayton Street shall be provided and shall be reviewed and approved by the City Engineer.
  - H. A minimum five-foot (5 ft.) sidewalk shall be provided (if not existing) along both sides of North Clayton Street from the end of North Clayton Street to North Clayton Connector Road.
  - I. Vehicle access to Grizzly Parkway or North Clayton Connector Road for alleyways, driveways, and the extensions shall be prohibited.
  - J. Internal alleyways shall be privately owned and maintained by the Homeowners Association.
  - K. The Developer shall coordinate and receive approval from the City Engineer to relocate and extend North Clayton Street. Dedicate Right-of-Way to the City
3. The following variances are approved:
- A. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.
  - B. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and North Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.
  - C. A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction



of required buffers between CMU and RS-150 properties from 50 feet to zero feet.

- D. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF –One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.
- E. A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).
- F. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF –One-Family Infill Residential District, B. Lot Development Standards. TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.
- G. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).
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  - 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).
- I. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards.
  - 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.
- J. A variance from Zoning Ordinance, Article 504 Residential Parking and

Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

R2024-00025\_M&C REC CNDS CLN\_06162025



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

<b>Item:</b>	Approval of the renewal of property and casualty insurance coverage
<b>Department:</b>	Human Resources
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	Not to exceed \$1,650,000
<b>Presented By:</b>	Gary Andrews, Risk Manager
<b>Action Requested:</b>	Motion to approve the renewal of property and casualty insurance coverage for FY-2026, cost not to exceed \$1,650,000.

---

**Summary:** Lines of insurance coverage being renewed –

- General liability
- Public official's liability
- Employment practices liability
- Law enforcement liability
- Automobile liability
- Automobile physical damage
- Property
- Equipment breakdown
- Inland marine
- Excess liability
- Drone liability (aviation)
- Crime
- Cyber liability

**Fiscal Impact:** Not to exceed \$1.65 million

**Attachments/Exhibits:**

- Expiring Property Insurance Policy.pdf

- FY25-26 Property Insurance Renewal Notice.pdf
- Expiring Package Policy Declarations Page.pdf
- FY 25-26 Casualty Coverage Renewal Notice.pdf



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

**PUBLIC ENTITY PROGRAM COMMON POLICY DECLARATIONS**

**Policy Number:** PEPKG0037901

**Renewal of No.:** PEPKG0037900

**Named Insured and Mailing Address:**

City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, GA 30046

**Policy Period:** From: 7/1/2024 To: 7/1/2025  
*At 12:01 am standard time at your mailing address shown below.*

**Business Description:** Municipality

**Form of Business:** ☐ Individual ☐ Partnership ☐ Joint Venture ☐ LLC ☐ Corporation  
☒ Other: Municipality

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which as premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
General Liability Coverage Part	N/A
Commercial Package Coverage Part (Commercial Property, Commercial Inland Marine and Crime)	\$203,310
Commercial Business Auto Coverage Part	N/A
Tax or Surcharge	\$0.00
<b>Total Policy Premium</b>	<b>\$203,310</b>

**Forms and Endorsements made a part of this policy at time of issue:** See Schedule of Forms and Endorsements.

This Common Policy Declaration and the Coverage Part Declaration(s), Supplemental Declarations, together with the Common Policy Conditions, Coverage Part(s), Coverage Forms(s) and Forms and Endorsements, complete the above numbered policy.

05 CP0074 00 02 20

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45 Nod Road, Suite 1  
Avon, CT 06001

March 28, 2025

City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, GA 30046

Re: **(PEPKG0037901)** City of Lawrenceville, GA  
Policy Effective Date: 7/1/2025

Dear Insured:

The insurance laws in your state require that we provide notice to you of potential changes with regard to your insurance policy premium.

Renewal premium is affected by factors both within and outside your control. You, the Insured, have the ability to control your costs through safety and loss prevention measures and prompt reporting of claims. Changes in operations, exposures, coverage, claims experience, rates set by the various State Insurance Rating Bureaus and our rate filings may also affect your renewal premiums.

This letter serves as a notice that your renewal premium will change as follows:

- Premium increase of **\$25,000 - \$30,000** not including exposure changes

Please contact your agent and provide them with accurate renewal exposures and any changes in operations or coverage desired.

We appreciate your business.

Sincerely,

Joan Geiger  
Underwriter  
jgeiger@tridentpublicrisk.com

cc: Saville Public Entity, Bob Saville


**ARCH INSURANCE COMPANY**

(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

**PUBLIC ENTITY PROGRAM COMMON POLICY DECLARATIONS**
**Policy Number:** PEPKG0037901

**Renewal of No.:** PEPKG0037900

**Named Insured and Mailing Address:**

City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, GA 30046

**Policy Period:** From: 7/1/2024 To: 7/1/2025  
At 12:01 am standard time at your mailing address shown below.

**Business Description:** Municipality

**Form of Business:** ☐ Individual ☐ Partnership ☐ Joint Venture ☐ LLC ☐ Corporation  
☒ Other: Municipality

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which as premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium
General Liability Coverage Part	N/A
Commercial Package Coverage Part (Commercial Property, Commercial Inland Marine and Crime)	\$203,310
Commercial Business Auto Coverage Part	N/A
Tax or Surcharge	\$0.00
<b>Total Policy Premium</b>	<b>\$203,310</b>

**Forms and Endorsements made a part of this policy at time of issue:** See Schedule of Forms and Endorsements.

This Common Policy Declaration and the Coverage Part Declaration(s), Supplemental Declarations, together with the Common Policy Conditions, Coverage Part(s), Coverage Forms(s) and Forms and Endorsements, complete the above numbered policy.

05 CP0074 00 02 20

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Page 1 of 1



POLICY NUMBER: TRPK-4001262-00

**COMMON POLICY DECLARATIONS**

THIS IS A NONPARTICIPATING POLICY

**[CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS. PLEASE READ YOUR POLICY CAREFULLY.]**

<b>Ascot Insurance Company</b> <b>55 W 46<sup>th</sup> St. 26<sup>th</sup> Floor</b> <b>New York City, NY 10036</b> <b>(646) 356-8101</b>		
NAMED INSURED:	City of Lawrenceville	
MAILING ADDRESS:	70 South Clayton Street Lawrenceville, GA 30046	
POLICY PERIOD:	FROM 7/1/2024 TO 7/1/2025 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
Commercial General Liability	\$169,777
Commercial Auto	\$289,957
Law Enforcement Liability	\$106,548
Public Officials	\$51,640
Educators Legal Liability	N/A
Employment Practices Liability	\$163,262
Employment Practices Liability - School	N/A
Commercial Excess Liability	\$175,884
POLICY FEE	
<b>TOTAL:</b>	<b>\$957,068</b>

**FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**

SEE SCHEDULE OF FORMS AND ENDORSEMENTS



45 Nod Road, Suite 1  
Avon, CT 06001

March 28, 2025

City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, GA 30046

Re: (TRPK-4001262-00) City of Lawrenceville, GA  
Policy Effective Date: 7/1/2025

Dear Insured:

The insurance laws in your state require that we provide notice to you of potential changes with regard to your insurance policy premium.

Renewal premium is affected by factors both within and outside your control. You, the Insured, have the ability to control your costs through safety and loss prevention measures and prompt reporting of claims. Changes in operations, exposures, coverage, claims experience, rates set by the various State Insurance Rating Bureaus and our rate filings may also affect your renewal premiums.

This letter serves as a notice that your renewal premium will change as follows:

- Premium increase of \$235,000 - \$245,000 not including exposure changes

Please contact your agent and provide them with accurate renewal exposures and any changes in operations or coverage desired.

We appreciate your business.

Sincerely,

Joan Geiger  
Underwriter  
jgeiger@tridentpublicrisk.com

cc: Saville Public Entity, Bob Saville

POLICY NUMBER: TRPK-4001262-00

**COMMON POLICY DECLARATIONS**

THIS IS A NONPARTICIPATING POLICY

[CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS. PLEASE READ YOUR POLICY CAREFULLY.]

<b>Ascot Insurance Company</b> <b>55 W 46<sup>th</sup> St. 26<sup>th</sup> Floor</b> <b>New York City, NY 10036</b> <b>(646) 356-8101</b>		
NAMED INSURED:	City of Lawrenceville	
MAILING ADDRESS:	70 South Clayton Street Lawrenceville, GA 30046	
POLICY PERIOD:	FROM 7/1/2024 TO 7/1/2025 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
	PREMIUM
Commercial General Liability	\$169,777
Commercial Auto	\$289,957
Law Enforcement Liability	\$106,548
Public Officials	\$51,640
Educators Legal Liability	N/A
Employment Practices Liability	\$163,262
Employment Practices Liability - School	N/A
Commercial Excess Liability	\$175,884
POLICY FEE	
<b>TOTAL:</b>	<b>\$957,068</b>

**FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**

SEE SCHEDULE OF FORMS AND ENDORSEMENTS



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

<b>Item:</b>	Ordinance to Amend the City of Lawrenceville City Charter
<b>Department:</b>	City Manager
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	N/A
<b>Presented By:</b>	Michael Fischer, Assistant City Manager - Operations
<b>Action Requested:</b>	Approval of Ordinance to amend Sec. 2.16, Sec. 3.04 and Sec. 4.02 of the City of Lawrenceville City Charter.

**Summary:** This agenda item is to establish three (3) separate amendments to the Charter of the City of Lawrenceville. One such amendment is to allow for the adoption of a pay plan with salary ranges and may only be changed by action from the Mayor and Council. The pay plan is based on market analysis to provide for internal and external equity.

The second amendment to the Charter is to change the term of the municipal judge from a one (1) year term to a two (2) year term based on a change to Georgia State Law.

The third amendment is a correction to Sec 2.16 to remove the term veto, since the power does not exist.

**Background:** The City of Lawrenceville was created by the General Assembly of the State of Georgia through a Charter. The Charter for the City provides for the creation, incorporation, powers, government structure, elections, legislative branch, executive branch, municipal court, finance, and general provisions. From time to time changes to the Charter are required and certain changes can be made at the local level through action of the Mayor and Council

**Fiscal Impact:** N/A

**Concurrences:** City Manager, Assistant City Manager - Operations, City Clerk, Legal

**Attachments/Exhibits:**

- Ordinance for Charter Amendment 2025
- Part I Charter Revisions

## ORDINANCE \_\_\_\_\_

### ORDINANCE TO AMEND THE CHARTER OF THE CITY OF LAWRENCEVILLE, GEORGIA TO REVISE THE PROVISIONS OF SECTIONS 2.16, 3.04 & 4.02

The City Council of the City of Lawrenceville, Georgia hereby ordains that pursuant to the provisions of O.C.G.A. § 36-35-3 & 36-35-5, the Charter of the City of Lawrenceville, Georgia approved May 4, 2017 (Ga. L. 2017, p. 3904), as previously amended, is hereby amended as follows:

#### Section 1:

That subsection (b) of Sec. 2.16 of the Charter, related to voting when financially interested; holding other office, is deleted in its entirety and replacing the language to read as follows:

#### **Sec. 2.16. - Voting when financially interested; holding other office.**

(b) Neither the mayor nor any councilmember shall vote upon, or sign, any ordinance, resolution, contract, or other matter in which the officer is personally interested.

#### Section 2:

That Sec. 3.04 of the Charter, related to Position classification and pay plans; employment at will, is deleted in its entirety and replacing the language to read as follows:

#### **Sec. 3.04. Position classification and pay plans; employment at will.**

The city manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval. Said plan shall apply to all employees of the City of Lawrenceville and any of its departments, agencies, and offices. When such a pay plan has been adopted, the salary range applicable to any position may not be changed except by amendment of such pay plan. For purposes of this section, all elected city officials are not city employees. Except as otherwise provided in this charter, all employees of the city shall be subject to removal or discharge, with or without cause, at any time.

#### Section 3:

That subsection (e) of Sec. 4.02 of the Charter, related to Chief judge; associate judge, is deleted in its entirety and replacing the language to read as follows:

- (e) The judge shall serve for a term of two years and may be removed from the position as provided by general law.

This Ordinance amending the Charter of the City of Lawrenceville, Georgia is adopted pursuant to the provisions of O.C.G.A. § 36-35-3 and shall become effective upon its approval at a second meeting of the City Council and following publication as required by law. After adoption, the City Clerk shall forward the necessary documents along with a certified copy of this ordinance to the Secretary of State and Clerk of Superior Court of Gwinnett County as required by law.

**FIRST ADOPTION**

Approved and adopted by the City Council of the City of Lawrenceville, Georgia this \_\_\_\_ day of May, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(City Seal)

**SECOND ADOPTION**

Approved and adopted by the City Council of the City of Lawrenceville, Georgia this \_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(City Seal)



## **PART I CHARTER<sup>1</sup>**

### **PREAMBLE**

To provide a new charter for the City of Lawrenceville; to provide for incorporation, boundaries, powers, and construction; to provide for a governing authority and its membership, elections, and terms; to provide for vacancies; to provide for inquiries and investigations; to provide for meetings and voting of the governing authority; to provide for powers of the mayor and city council; to provide for boards, commissions, and authorities; to provide for ordinances; to provide for a city manager, city clerk, and city attorney; to provide for employment matters; to provide for a municipal court, its judges, jurisdiction, and powers; to provide for certiorari and rules of the court; to provide for budgets; to provide for disposition of municipal property; to provide for taxes, fees, franchises, and other charges and assessments; to provide for bonds and short-term loans; to provide contract procedures; to provide for bonds for officials, prior ordinances, existing personnel and officers, pending matters, and construction; to provide for other matters relative to the foregoing; to provide a specific repealer; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

### **ARTICLE I. CREATION, INCORPORATION, POWERS**

#### **Sec. 1.01. Name.**

This city and the inhabitants thereof are constituted and declared a body politic and corporate under the name and style "City of Lawrenceville" and by that name shall have perpetual existence.

#### **Sec. 1.02. Corporate boundaries.**

- (a) The boundaries of the City of Lawrenceville shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The boundaries of this city at all times shall be shown on a map, a written description, or any combination thereof, to be retained permanently in the office of the city clerk and to be designated, as the case may be: "Official map (or description) of the corporate limits of the City of Lawrenceville, Georgia." Photographic, typed, or other copies of such map or description certified by the city clerk shall be admitted as evidence in all courts and shall have the same force and effect as the original map or description.
- (b) The city council may provide for the redrawing of any such map by ordinance to reflect lawful changes in the corporate boundaries. A redrawn map shall supersede for all purposes the entire map or maps which it is designated to replace.

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<sup>1</sup>Editor's note(s)—Printed herein is the Charter for the City of Lawrenceville as approved on May 4, 2017 (Act No. 155, House Bill 594). Prior to the approval of Act No. 155, the Charter was approved March 28, 1986, with amendments occurring on October 6, 2014; May 11, 2011 (Act No. 144); and April 11, 2012 (Act No. 528). Obvious misspellings have been corrected without notation. Additions made for clarity are indicated by brackets. Amendments are indicated by a history note immediately following the amended section.

### Sec. 1.03. Powers and construction.

- (a) This city shall have all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter. The city shall have all the powers of self-government not otherwise prohibited by this charter or by general law.
- (b) The powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of the city.
- (c) The powers of the city shall include, but shall not be limited to, the following:
  - (1) *Animal regulations.* To regulate and license or to prohibit the keeping or running at large of animals and fowl, and to provide for the impoundment of same if in violation of any ordinance or lawful order; to provide for the disposition by sale, gift, or humane destruction of animals and fowl when not redeemed as provided by ordinance; and to provide penalties for the violation of ordinances enacted hereunder;
  - (2) *Appropriations and expenditures.* To make appropriations for the support of the government of the city; to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia; and to provide for the payment of expenses of the city;
  - (3) *Building regulation.* To regulate and to license the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas, and heating and air conditioning codes; and to regulate all housing and building trades;
  - (4) *Business regulation and taxation.* To levy and to provide for the collection of regulatory fees and taxes on privileges, occupations, trades, and professions as authorized by Title 48 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted; to permit and regulate the same; to provide for the manner and method of payment of such regulatory fees and taxes; and to revoke such permits after due process for failure to pay any city taxes or fees;
  - (5) *Condemnation.* To condemn property, inside or outside the corporate limits of the city, for present or future use and for any corporate purpose deemed necessary by the governing authority, utilizing procedures enumerated in Title 22 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted;
  - (6) *Contracts.* To enter into contracts and agreements with other governmental entities and with private persons, firms, and corporations;
  - (7) *Emergencies.* To establish procedures for determining and proclaiming that an emergency situation exists inside or outside the city, and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health, or well-being of the citizens of the city;
  - (8) *Eminent domain.* The city council is empowered to acquire, construct, operate, and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal, and medical institutions, agencies, and facilities, and any other public improvements inside or outside the city, and to regulate the use thereof, and for such purposes, property may be condemned under procedures now or hereafter established under the general laws of this state;
  - (9) *Employee benefits.* To provide and maintain a retirement plan, insurance, and such other employee benefits for appointed officers and employees of the city as are determined by the city council;
  - (10) *Environmental protection.* To protect and preserve the natural resources, environment and vital areas of the city, the region, and the state through the preservation and improvement of air quality, the

- restoration and maintenance of water resources, the control of erosion and sedimentation, the management of stormwater and establishment of a stormwater utility, the management of solid and hazardous waste, and other necessary actions for the protection of the environment;
- (11) *Ethics*. To adopt ethics ordinances and regulations governing the conduct of municipal elected officials, appointed officials, and employees, establishing procedures for ethics complaints and setting forth penalties for violations of such rules and procedures;
  - (12) *Garbage fees*. To levy, fix, assess, and collect a garbage, refuse and trash collection and disposal, and other sanitary service charge, fee, or, if authorized by general law, tax for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing or doing business therein benefitting from such services; to enforce the payment of such charges, taxes, or fees; and to provide for the manner and method of collecting such service charges;
  - (13) *General health, safety, and welfare*. To define, regulate, and prohibit any act, practice, conduct, or use of property which is detrimental to the health, sanitation, cleanliness, welfare, and safety of the inhabitants of the city; and to provide for the enforcement of such standards;
  - (14) *Gifts*. To accept or refuse gifts, donations, bequests, or grants from any source for any purpose related to powers and duties of the city and the general welfare of its citizens, on such reasonable terms and conditions as the donor or grantor may impose;
  - (15) *Health and sanitation*. To prescribe standards of health and sanitation and to provide for the enforcement of such standards;
  - (16) *Jail sentences*. To provide that persons given jail sentences in the municipal court may work out such sentences in any public works or on the streets, roads, drains, and other public property in the city; to provide for commitment of such persons to any jail; to provide for the use of pretrial diversion and any alternative sentencing allowed by law, or to provide for the commitment of such persons to any county work camp or county jail by agreement with the appropriate county officials;
  - (17) *Motor vehicles*. To regulate the operation of motor vehicles and exercise control over all traffic, including parking upon or across the streets, roads, alleys, and walkways of the city;
  - (18) *Municipal agencies and delegation of power*. To create, alter, or abolish departments, boards, offices, commissions, and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred upon or delegated to the same;
  - (19) *Municipal debts*. To appropriate and borrow money for the payment of debts of the city and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;
  - (20) *Municipal property ownership*. To acquire, hold, sell, exchange, rent, lease, or otherwise acquire or dispose of any real, personal, or mixed property, in fee simple or lesser interest, whether held by the city in its proprietary, governmental, or other capacity, inside or outside of the corporate boundaries of the city and wherever located;
  - (21) *Municipal property protection*. To provide for the preservation and protection of property and equipment of the city, and the administration and use of same by the public; and to prescribe penalties and punishment for violations thereof;
  - (22) *Municipal utilities*. To acquire, lease, construct, operate, maintain, sell, and dispose of public utilities, including, but not limited to, a system of waterworks, sewers and drains, sewage disposal, stormwater management, gas works, electric works, cable television and other telecommunications, transportation facilities, public airports, and any other public utility; to fix the taxes if authorized by general law, charges, rates, fares, fees, assessments, regulations, and penalties; and to provide for the withdrawal of service for refusal or failure to pay the same;
  - (23) *Nuisance*. To define a nuisance and provide for its abatement whether on public or private property;

- (24) *Penalties.* To provide penalties for violation of any ordinances adopted pursuant to the authority of this charter and the laws of the State of Georgia;
- (25) *Planning and zoning.* To provide comprehensive city planning for development by zoning; and to provide subdivision regulation and the like as the city council deems necessary and reasonable to ensure a safe, healthy, and aesthetically pleasing community;
- (26) *Police and fire protection.* To exercise the power of arrest through duly appointed police officers, and to establish, operate, or contract for a police and a fire-fighting agency;
- (27) *Public hazards and removal.* To provide for the destruction and removal of any building or other structure which is or may become dangerous or detrimental to the public;
- (28) *Public improvements.* To provide for the acquisition, construction, building, operation, and maintenance of public ways, parks, and playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, public housing, airports, hospitals, terminals, docks, parking facilities, or charitable, cultural, educational, recreational, conservation, sport, curative, corrective, detentional, penal, and medical institutions, agencies, and facilities; to provide any other public improvements, inside or outside the corporate limits of the city; to regulate the use of public improvements; and for such purposes, property may be acquired by condemnation under Title 22 of the Official Code of Georgia Annotated, or such other applicable laws as are or may hereafter be enacted;
- (29) *Public opinion questions.* The city council may place public opinion questions on the ballots of general and special elections and are authorized by this charter to expend public funds to conduct such nonbinding public opinion questions;
- (30) *Public peace.* To provide for the prevention and punishment of loitering, disorderly conduct, drunkenness, riots, and public disturbances;
- (31) *Public transportation.* To organize and operate such public transportation systems as are deemed beneficial;
- (32) *Public utilities and services.* To grant franchises or make contracts for, or impose taxes if authorized by general law on, public utilities and public service companies; and to prescribe the rates, fares, regulations, and standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with valid regulations of the Public Service Commission;
- (33) *Regulation of roadside areas.* To prohibit or regulate and control the erection, removal, and maintenance of signs, billboards, trees, shrubs, fences, buildings, and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, within or abutting the corporate limits of the city; and to prescribe penalties and punishment for violation of such ordinances;
- (34) *Roadways.* To lay out, open, extend, widen, narrow, establish, or change the grade of, abandon or close, construct, pave, curb, gutter, landscape with shade trees, or otherwise improve, maintain, repair, clean, prevent erosion of, and light the roads, alleys, and walkways within the corporate limits of the city; to grant franchises and rights-of-way throughout the streets and roads and over the bridges and viaducts for the use of public utilities; and to require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands, and to impose penalties for failure to do so;
- (35) *Sewer fees.* To levy a fee, charge, or sewer tax, if authorized by general law, as necessary to assure the acquiring, constructing, equipping, operating, maintaining, and extending of a sewage disposal plant and sewerage system, and to levy on those to whom sewers and sewerage systems are made available a sewer service fee, charge, or sewer tax for the availability or use of the sewers; to provide for the manner and method of collecting such service charges and for enforcing payment of the same; and to charge, impose, and collect a sewer connection fee or fees to those connected with the system;

- (36) *Solid waste disposal.* To provide for the collection and disposal of garbage, rubbish, and refuse, and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper, and other recyclable materials, and to provide for the sale of such items;
- (37) *Special areas of public regulation.* To regulate junk dealers and pawn shops; to regulate or prohibit the manufacture, sale, or transportation of intoxicating liquors; to regulate the transportation, storage, and use of combustible, explosive, and flammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property; to regulate and control the conduct of peddlers and itinerant traders, theatrical performances, exhibitions, and shows of any kind, by taxation or otherwise; and to license, tax, regulate, or prohibit professional fortunetelling, palmistry, adult bookstores, and massage parlors;
- (38) *Special assessments.* To levy and provide for the collection of special assessments to cover the costs for any public improvements;
- (39) *Taxes: ad valorem.* To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation;
- (40) *Taxes: other.* To levy and collect such other taxes as may be allowed now or in the future by law;
- (41) *Taxicabs.* To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance on such vehicles in the amounts to be prescribed by ordinance; and to regulate the parking of such vehicles;
- (42) *Urban redevelopment.* To organize and operate an urban development program;
- (43) *Other powers.* To exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants; to exercise all implied powers necessary or desirable to carry into execution all powers granted in this charter as fully and completely as if such powers were fully stated herein; to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia; and no listing of particular powers in this charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers, but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the Constitution or applicable laws of the State of Georgia.

#### **Sec. 1.04. Exercise of powers.**

All powers, functions, rights, privileges, and immunities of the city, its officers, agencies, or employees shall be carried into execution as provided by this charter. If this charter makes no provision, such shall be carried into execution as provided by ordinance of the City of Lawrenceville or as provided by pertinent laws of the State of Georgia.

## **ARTICLE II. GOVERNMENT STRUCTURE, ELECTIONS, LEGISLATIVE BRANCH**

#### **Sec. 2.01. City council creation; number; election.**

- (a) The legislative authority of the government of the City of Lawrenceville, except as otherwise specifically provided in this charter, shall be vested in a city council.
- (b) The city council of Lawrenceville, Georgia, shall consist of a mayor and four councilmembers. The mayor shall be a voting member.
- (c) General municipal elections shall be held on the Tuesday after the first Monday in November of each odd-numbered year.



### **Sec. 2.02. Mayor and city councilmembers; terms and qualifications for office.**

- (a) The mayor and city councilmembers shall serve terms of four years and their terms shall expire January 1 when the term of office of their successor begins in accordance with Section 2.09 of this charter.
- (b) No person elected in the general municipal election of 2012, or any election thereafter, shall serve as mayor or as city councilmember for more than 12 consecutive years. Years of service, whether by special election or appointment, prior to the first full term of four years shall not count toward the term limit set forth in this subsection.
- (c) Any person serving as mayor or councilmember shall be a qualified elector of the city. No person shall be eligible to serve as mayor or councilmember unless that person shall have been a resident of the City of Lawrenceville for a continuous period of at least 12 months immediately prior to the date of the election, shall continue to reside therein during that person's period of service, and shall continue to be registered and qualified to vote in municipal elections of the City of Lawrenceville.

### **Sec. 2.03. Vacancy; filling of vacancies; suspensions.**

- (a) Except as authorized by law, elected officials shall not hold any other elected public office or hold any position of employment with the City of Lawrenceville during the term for which the officer was elected. The elective offices of the city's government shall become vacant upon the member's death, resignation, forfeiture of office, or removal from office in any manner authorized by this charter or by the general laws of the State of Georgia. The following shall result in an elected city official forfeiting his or her office:
  - (1) Violating the provisions of this charter;
  - (2) Being convicted of, or pleading guilty or "no contest" to, a felony or crime of moral turpitude; or
  - (3) Failing to attend one-third of the regular meetings of the council in a one-year period without being excused by the city council.
- (b) A vacancy in the office of mayor or city councilmember shall be filled for the remainder of the unexpired term by a special election if such vacancy occurs 12 months or more prior to the expiration of the term of that office. If such vacancy occurs less than 12 months prior to the expiration of the term of that office, the city council or those members remaining shall appoint a successor for the remainder of the term. This subsection shall also apply to a temporary vacancy created by the suspension from office of the mayor or any city councilmember.

### **Sec. 2.04. Nonpartisan elections.**

Political parties shall not conduct primaries for city offices, and all names of candidates for city offices shall be listed without party designation.

### **Sec. 2.05. Election votes.**

The candidates for mayor and city council who receive a majority of the votes cast of the qualified electors of the city at large voting at the elections of the city shall be elected to a term of office. In the event no candidate receives a majority of the votes cast in said election, a run-off election shall be held between the two candidates receiving the highest number of votes. Such run-off election shall be held at the time specified by state election law, unless such run-off date is postponed by court order.

### **Sec. 2.06. Applicability of general laws; qualifying; other provisions.**

All elections shall be held and conducted in accordance with Chapter 2 of Title 21 of the Official Code of Georgia Annotated, the "Georgia Election Code," as now or hereafter amended or otherwise provided by law.

Except as otherwise provided in this charter, the city council shall, by ordinance or resolution, prescribe such rules and regulations as it deems appropriate, including but not limited to the establishment of qualifying fees, to fulfill any options and duties under Chapter 2 of Title 21 of the Official Code of Georgia Annotated, the "Georgia Election Code," as now or hereafter amended or otherwise provided by law.

### **Sec. 2.07. Compensation and expenses.**

The city council shall be authorized to fix the compensation of the mayor and councilmembers in accordance with the provisions of Code Section 36-35-4 of the Official Code of Georgia Annotated, as may be amended from time to time.

### **Sec. 2.08. Inquiries and investigations.**

The city council may make inquiries and investigations into the affairs of the city and the conduct of any department, office, or agency thereof, and for this purpose, may subpoena witnesses, administer oaths, take testimony, and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the city council shall be punished as provided by ordinance.

### **Sec. 2.09. Meetings, oath of office, and mayor pro tempore.**

- (a) The city council shall hold an organizational meeting on the third Wednesday in December of each election year for the purpose of swearing in elected officials whose term will begin January 1 of the following year. The meeting shall be called to order by the mayor-elect and the oath of office shall be administered to the newly elected mayor and councilmembers collectively by the city clerk or a judicial officer authorized to administer oaths. The oath shall, to the extent that it comports with federal and state law, be as follows: "I do solemnly swear or affirm that I will faithfully execute the office of [councilmember or mayor, as the case may be] of the City of Lawrenceville and that I will support and defend the Constitution of the United States, the Constitution of Georgia, and the charter, ordinances, and regulations of the City of Lawrenceville. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I have been a resident of the City of Lawrenceville for the time required by the Constitution and laws of this state and by the municipal charter. I will perform the duties of my office in the best interests of the City of Lawrenceville to the best of my ability without fear, favor, affection, reward, or expectation thereof."
- (b) Following the induction of the mayor and councilmembers, the city council, by a majority vote of the councilmembers, shall elect a councilmember to be mayor pro tempore, who shall serve for a term of one year and until a successor is elected and qualified. The number of successive terms an individual may hold a position as mayor pro tempore shall be unlimited.
- (c) The mayor pro tempore shall assume the duties and powers of the mayor during the mayor's temporary disability, suspension, or absence. If the mayor pro tempore is absent because of sickness or disqualification, any one of the remaining councilmembers, chosen by the councilmembers present, shall be clothed with all the rights and privileges of the mayor as described in this charter and shall perform the mayor's duties in the same manner as the mayor pro tempore.
- (d) The city council shall, at least once a month, hold regular meetings at such times and places as prescribed by ordinance. The city council may recess any regular meeting and continue such meeting to any day or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting.
- (e) Special meetings of the city council shall be held on the call of either the mayor and one councilmember or two councilmembers. Notice of such special meetings shall be delivered to all councilmembers, the mayor,

and the city manager personally, by registered mail, or by electronic means at least 24 hours in advance of the meeting. Such notice shall not be required if the mayor, all councilmembers, and the city manager are present when the special meeting is called. Such notice of any special meeting may be waived by the mayor, a councilmember, or the city manager in writing before or after such a meeting, and attendance at the meeting shall also constitute a waiver of notice. The notice of such special meeting shall state what business is to be transacted at the special meeting. Only the business stated in the call shall be transacted at the special meeting.

### **Sec. 2.10. Quorum; voting.**

- (a) Three councilmembers shall constitute a quorum and shall be authorized to transact business for the city council. The mayor shall be counted toward the making of a quorum. Voting on the adoption of ordinances shall be taken by voice vote and the yeas and nays shall be recorded in the minutes, but on the request of any member there shall be a roll-call vote. In order for any ordinance, resolution, motion, or other action of the city council to be adopted, the measure must receive at least three affirmative votes and must receive the affirmative votes of a majority of those voting. The mayor shall have one vote on all matters brought before the council.
- (b) The following types of actions require an ordinance in order to have the force of law:
  - (1) Adopt or amend an administrative code or establish, alter, or abolish a department, office, or agency not specified in this charter;
  - (2) Provide for a fine or other penalty;
  - (3) Levy taxes;
  - (4) Grant, renew, or extend a franchise;
  - (5) Regulate a rate for a public utility;
  - (6) Authorize the borrowing of money;
  - (7) Convey, lease, or encumber city land;
  - (8) Regulate land use and development; or
  - (9) Amend or repeal an ordinance already adopted.
- (c) The city council shall establish by ordinance procedures for convening emergency meetings. In an emergency, an ordinance may be passed without notice or a hearing if the city council passes the ordinance by majority vote; provided, however, that the city council cannot in an emergency meeting:
  - (1) Levy taxes;
  - (2) Grant, renew, or extend a franchise;
  - (3) Regulate a rate for a public utility; or
  - (4) Borrow money.

### **Sec. 2.11. General power and authority of the city council.**

- (a) Except as otherwise provided by law or by this charter, the city council shall be vested with all the powers of government of the City of Lawrenceville as provided by Article I of this charter.
- (b) In addition to all other powers conferred upon it by law, the city council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this charter and the Constitution and the laws of the State of Georgia, which it shall deem necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort,

convenience, prosperity, or well-being of the inhabitants of the City of Lawrenceville and may enforce such ordinances by imposing penalties for violation thereof.

### **Sec. 2.12. Powers and duties of mayor.**

The mayor shall have the following powers and duties:

- (1) Preside at all meetings of the city council;
- (2) Serve as the ceremonial head of the city and as its official representative to federal, state, and local governmental bodies and officials and to be the official spokesperson for the city council and the chief advocate of city council policies;
- (3) Recommend to the councilmembers such measures relative to the affairs of the city, improvement of the government, and promotion of the welfare of its inhabitants as such officer may deem expedient;
- (4) Administer oaths and take affidavits;
- (5) Execute all contracts, deeds, and other obligations of the city within a level of authorization as established by the city council; and
- (6) Vote on matters before the city council to the extent provided in subsection (a) of Section 2.10 of this charter.

### **Sec. 2.13. Boards, commissions, and authorities.**

- (a) The city council shall create by ordinance such boards, commissions, and authorities to fulfill any investigative, quasi-judicial, or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties, and powers thereof.
- (b) All members of boards, commissions, and authorities of the city shall be appointed by the mayor and city councilmembers for such terms of office and in such manner as shall be provided by ordinance, except where other appointing authority, terms of office, or manner of appointment is prescribed by this charter or by applicable state law.
- (c) The city council by ordinance may provide for the compensation and reimbursement for actual and necessary expenses of the members of any board, commission, or authority.
- (d) Except as otherwise provided by charter or by law, no member of any board, commission, or authority shall hold any elective office in the city.
- (e) Any vacancy on a board, commission, or authority of the city shall be filled for the unexpired term in the manner prescribed herein for original appointment, except as otherwise provided by this charter or any applicable law of the State of Georgia.
- (f) No member of a board, commission, or authority shall assume office until the member has executed and filed with the city clerk an oath obligating the member to faithfully and impartially perform the duties of the member's office, such oath to be prescribed by ordinance and administered by the mayor or a judicial officer authorized to administer oaths.
- (g) Any member of a board, commission, or authority may be removed from office with or without cause by a vote of three members of the city council.
- (h) Except as otherwise provided by this charter or by law, each board, commission, or authority of the city shall elect one of its members as chairperson and one member as vice chairperson for terms of one year and may elect as its secretary one of its own members or may appoint as secretary an employee of the city. Each board, commission, or authority of the city government may establish such bylaws, rules, and regulations, not inconsistent with this charter, ordinances of the city, or applicable state law, as it deems appropriate and

necessary for the fulfillment of its duties or the conduct of its affairs. Copies of such bylaws, rules, and regulations shall be filed with the city clerk.

#### **Sec. 2.14. Ordinance form; procedures.**

- (a) Every proposed ordinance and resolution shall be introduced in writing, and the city council shall have the authority to approve, disapprove, or amend the same. After the title of any proposed resolution or ordinance is read at a city council meeting, it may be approved and passed at such time by the city council.
- (b) The catchlines of sections of this charter or any ordinance printed in boldface type, italics, or otherwise are intended as mere catchwords to indicate the contents of the section and shall not be:
  - (1) Deemed or taken to be titles of such sections or as any part of the section; and
  - (2) So deemed when any of such sections, including the catchlines, are amended or reenacted unless expressly provided to the contrary.
- (c) Furthermore, the article and section headings contained in this charter shall not be deemed to govern, limit, or modify or in any manner affect the scope, meaning, or intent of the provisions of any article or section hereof.
- (d) The city council may, by ordinance or resolution, adopt rules and bylaws to govern the conduct of its business, including procedures and penalties for compelling the attendance of an absent mayor or councilmember. Such rules may include punishment for contemptuous behavior conducted in the presence of the city council.

#### **Sec. 2.15. Submission of ordinances to the city clerk.**

- (a) Every ordinance, resolution, and other action adopted by the city council shall be presented to the city clerk within 15 days of its adoption or approval. The city clerk shall record upon the ordinance the date of its delivery from the city council.
- (b) An ordinance or resolution that has been passed by the city council shall become effective on the date the ordinance is passed by the city council or on such other date as may be specified in the ordinance.

#### **Sec. 2.16. Voting when financially interested; holding other office.**

- (a) Elected and appointed officers of the City of Lawrenceville are trustees and servants of the residents of the City and shall act in a fiduciary capacity for the benefit of such residents.
- (b) Neither the mayor nor any councilmember shall vote upon, or sign, any ordinance, resolution, contract or other matter in which the officer is personally interested.
- (c) No former mayor and no former councilmember shall hold any appointive office or be employed by the City until one year after the expiration of the term for which the official was elected. Nothing in this provision shall prohibit the appointment of former elected officials to boards, authorities or commissions of the City.

(Ord. No. 2018-27, § (1), 11-5-2018)

### **ARTICLE III. EXECUTIVE BRANCH**

#### **Sec. 3.01. City manager.**

- (a) The city council shall appoint an officer whose title shall be "city manager" and the city manager shall serve at the pleasure of the city council. The city manager shall not be subject to annual reappointments. The city



manager shall be appointed without regard to political beliefs and solely on the basis of his or her education and experience in the accepted competencies and practices of local government management.

- (b) The city manager shall be the chief executive and administrative officer of the city. The city manager shall be responsible to the city council for the administration of all city affairs placed in the manager's charge by or under this charter. As the chief executive and administrative officer, the city manager shall:
  - (1) Appoint all and, when he or she deems it necessary for the good of the city, suspend or remove any city employees and administrative officers he or she appoints, except as otherwise provided by law or personnel ordinances adopted pursuant to this charter. The city manager may authorize any administrative officer who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;
  - (2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this charter or by law;
  - (3) Attend all city council meetings, except for closed meetings held for the purposes of deliberating on the appointment, discipline, or removal of the city manager, and have the right to take part in discussion but not vote;
  - (4) See that all laws, provisions of this charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the city manager's direction and supervision, are faithfully executed;
  - (5) Prepare and submit the annual budget to the city council;
  - (6) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
  - (7) Make such other reports as the city council may require concerning the operations of city departments, offices, and agencies subject to the manager's direction and supervision;
  - (8) Keep the city council fully advised as to the financial condition and future needs of the city and make such recommendations to the city council concerning the affairs of the city as the manager deems desirable; and
  - (9) Perform such other duties as are specified in this charter or as may be required by the city council.
- (c) Except for the purpose of inquiries and investigations under Section 2.08 of this charter, the city council or its members shall deal with city officers and employees who are subject to the direction or supervision of the city manager solely through the city manager, and neither the city council nor its members shall give orders or supervisory direction to any such officer or employee, either publicly or privately.
- (d) The city manager shall not continue in such position upon qualifying as a candidate for nomination or election to any public office.

### **Sec. 3.02. City clerk.**

The city council shall appoint a city clerk. The city clerk shall be responsible to the mayor and city council for the administration of all city affairs placed in the clerk's charge. The city clerk shall keep a journal of the proceedings of the city council, maintain in a safe place all records and documents pertaining to the affairs of the city, and perform such duties as may be required by law or ordinance or as the city council or city manager may direct. The city clerk shall not be subject to annual reappointments. The city clerk shall not continue in such position upon qualifying as a candidate for nomination or election to any public office.

### **Sec. 3.03. City attorney.**

The city council shall appoint a city attorney together with such assistant city attorneys as may be deemed appropriate who shall serve at the pleasure of the city council. The city council shall provide for the payment of such attorney or attorneys for services rendered to the city. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a party; may be the prosecuting officer in the municipal court; shall attend the meetings of the city council as directed; shall advise the city council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall perform such other duties as may be required by virtue of his or her position as city attorney.

### **Sec. 3.04. Position classification and pay plans; employment at will.**

The city manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the city council for approval. Said plan shall apply to all employees of the City of Lawrenceville and any of its departments, agencies, and offices. When such a pay plan has been adopted, the salary range applicable to any position may not be changed except by amendment of such pay plan. For purposes of this section, all elected city officials are not city employees. Except as otherwise provided in this charter, all employees of the city shall be subject to removal or discharge, with or without cause, at any time.

## **ARTICLE IV. MUNICIPAL COURT**

### **Sec. 4.01. Creation.**

There is established a court to be known as the Municipal Court of the City of Lawrenceville, which shall have jurisdiction and authority to try offenses against the laws and ordinances of the state, as permitted by law, and said city and to punish for a violation of the same. Such court shall have the power to enforce its judgments by the imposition of such penalties as may be provided by law, including ordinances of the city; to impose bench warrant and failure to appear fees; to hold contempt proceedings and to punish any person found in contempt; to punish witnesses for nonattendance and to punish also any person who may counsel, advise, aid, encourage, or persuade another whose testimony is desired or material in any proceeding before said court to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases and other misdemeanor cases which, under the laws of Georgia, are placed within the jurisdiction of municipal courts to the extent of, and in accordance with, the provisions of such laws and all laws subsequently enacted amendatory thereof. Said court shall be presided over by the judge of said court. In the absence or disqualification of the judge, the associate judge shall preside and shall exercise the same powers and duties as the judge when so acting.

### **Sec. 4.02. Chief judge; associate judge.**

- (a) The municipal court shall be presided over by a chief judge and such part-time, full-time, or stand-by judges as shall be provided for by ordinance.
- (b) No person shall be qualified or eligible to serve as a judge of the municipal court unless he or she meets the requirements provided for by general law. The judges shall be appointed by the mayor and city council in conformance with general law.
- (c) Compensation of the judges shall be fixed by ordinance.
- (d) Before entering on the duties of his or her office, the judge shall take an oath before the mayor or an officer duly authorized to administer oaths in this state declaring that he or she will truly, honestly, and faithfully discharge the duties of his or her office to the best of his or her ability without fear, favor, or partiality. The oath shall be entered upon the minutes of the city council.

- (e) The judge shall serve for a term of two years and may be removed from the position as provided by general law.

#### **Sec. 4.03. Convening.**

The municipal court shall be convened at such times as designated by ordinance or at such times as deemed necessary by the judge to keep current the dockets thereof.

#### **Sec. 4.04. Jurisdiction; powers.**

- (a) The municipal court shall try and punish for crimes against the State of Georgia, as permitted by law, the City of Lawrenceville, and for violation of said city ordinances. The municipal court may fix punishment for offenses within its jurisdiction to the fullest extent allowed by state law.
- (b) The municipal court shall have authority to recommend to the city council for approval a schedule of fees to defray the costs of operation.
- (c) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as security for appearances of persons charged with violations. Whenever any person shall give bail for his or her appearance and shall fail to appear at the time fixed for trial, the bond shall be forfeited to the judge presiding at such time and an execution issued thereon by serving the defendant and his or her sureties with a rule nisi at least two days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial, and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City of Lawrenceville, or the property so deposited shall have a lien against it for the value forfeited.
- (d) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears, by probable cause, that a state law has been violated.
- (e) The municipal court shall have the authority to administer oaths and to perform all other acts necessary or proper to the conduct of said court.
- (f) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summons, subpoenas, and warrants which may be served as executed by any officer as authorized by this charter or by state law.
- (g) The municipal court is specifically vested with all of the judicial jurisdiction and judicial powers throughout the entire area of the City of Lawrenceville granted by state laws generally to municipal courts, and particularly by such laws as authorize the abatement of nuisances.
- (h) The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed \$500.00 or 20 days in jail.
- (i) The municipal court shall have authority to impose bench warrant and failure to appear fees.

#### **Sec. 4.05. Certiorari.**

The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of a judge of the Superior Court of Gwinnett County under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

#### **Sec. 4.06. Rules for court.**

With the approval of the city council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court.

### **ARTICLE V. FINANCE**

#### **Sec. 5.01. Preparation of budgets.**

The city council shall provide by ordinance the procedures and requirements for the preparation and execution of an annual budget, including requirements as to the scope, content, and form of such budgets and programs.

#### **Sec. 5.02. Sale and lease of city property.**

The city council may acquire, hold, sell, exchange, rent, lease, or otherwise acquire or dispose of any real, personal, or mixed property, in fee simple or lesser interest, whether held by the city in its proprietary, governmental, or other capacity, inside or outside of the corporate boundaries of the city and wherever located.

#### **Sec. 5.03. Property tax.**

The city council may assess, levy, and collect an ad valorem tax on all real and personal property within the corporate limits of the city that is subject to such taxation by the state and Gwinnett County. Said ad valorem tax is for the purpose of raising revenues to defray the costs of operating the city government, of providing governmental services, for the repayment of principal and interest on general obligations, and for any other public purpose as determined by the city council in its discretion.

#### **Sec. 5.04. Millage rate; due date; payment method.**

The city council by ordinance shall establish a millage rate for the city property tax, a due date, and the time period within which such tax must be paid. The city council by ordinance may provide for the payment of such tax by installments or in one lump sum, as well as authorize the voluntary payment of taxes prior to the time the tax is due.

#### **Sec. 5.05. Occupation and business taxes.**

The city council by ordinance shall have the power to levy such occupation or business taxes as are not denied by law. The city council may classify businesses, occupations, professions, or callings for the purpose of such taxation in any way which may be lawful and may compel the payment of such taxes as provided in Section 5.11 of this charter.

#### **Sec. 5.06. Regulatory fees; permits.**

The city council by ordinance shall have the power to require businesses or practitioners doing business within the city to obtain a permit for such activity from the city and pay a reasonable regulatory fee for such permit as provided by general law. Such fees shall reflect the total cost to the city of regulating the activity and, if unpaid, shall be collected as provided in Section 5.11 of this charter.

### **Sec. 5.07. Franchises.**

The city council, except as otherwise provided by general law, shall have the power to grant franchises for the use of the city's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies, and other similar organizations. The city council shall determine the duration, terms, whether the same shall be exclusive or nonexclusive, and the consideration for such franchises; provided, however, that no franchise shall be granted for a period in excess of 35 years and no franchise shall be granted unless the city receives just and adequate compensation therefor. The city council shall provide for the registration of all franchises with the city clerk in a registration book kept by the clerk. The city council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

### **Sec. 5.08. Service charges.**

The city council by ordinance shall have the power to assess and collect fees, charges, assessments, and tolls for sewers, sanitary and health services, or any other services provided or made available inside and outside the corporate limits of the city for the total cost to the city of providing or making available such services. If unpaid, such charges shall be collected as provided in Section 5.11 of this charter.

### **Sec. 5.09. Special assessments.**

The city council by ordinance shall have the power to assess and collect the cost of constructing, reconstructing, widening, or improving any public way, street, sidewalk, curbing, gutter, sewer, or other utility main and appurtenance from the abutting property owners under such terms and conditions as are reasonable. If unpaid, such charges shall be collected as provided in Section 5.11 of this charter.

### **Sec. 5.10. Construction; other taxes and fees.**

The city shall be empowered to levy any other tax or fee allowed now or hereafter by law, and the specific mention of any right, power, or authority in this charter shall not be construed as limiting in any way the general powers of the city to govern its local affairs.

### **Sec. 5.11. Collection of delinquent taxes and fees.**

The City Council by ordinance may provide generally for the collection of delinquent taxes, fees, or other revenue due the City under Sections 5.03 through 5.10 by whatever reasonable means as are not precluded by law. Such means shall include providing for the dates when the taxes or fees are due; late penalties or interest; issuance and execution of fi. fa.'s.; creation and priority of liens; making delinquent taxes and fees personal debts of the persons required to pay the taxes or fees imposed; revoking City permits for failure to pay any City taxes or fees; and providing for the assignment or transfer of tax executions; or any other means permitted by law.

(Ord. No. 2018-27, § (2), 11-5-2018)

### **Sec. 5.12. Bonds.**

The city council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this charter or the laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.



### **Sec. 5.13. Short-term loans.**

The city may obtain short-term loans and must repay such loans not later than December 31 of each year, unless otherwise provided by law.

### **Sec. 5.14. Contracting procedures.**

No contract with the city shall be binding on the city unless:

- (1) It is in writing; and
- (2) It is drawn by or submitted to and reviewed by the city attorney and, as a matter of course, is signed by the city attorney to indicate such drafting or review.

## **ARTICLE VI. GENERAL PROVISIONS**

### **Sec. 6.01. Bonds for officials.**

The officers and employees of this city, both elected and appointed, shall execute such surety or fidelity bonds in such amounts and upon such terms and conditions as the city council shall from time to time require by ordinance or as may be provided by law.

### **Sec. 6.02. Prior ordinances.**

All ordinances, resolutions, rules, and regulations now in force in the city and not inconsistent with this charter are hereby declared valid and of full effect and force until amended or repealed by the city council.

### **Sec. 6.03. Existing personnel and officers.**

Except as specifically provided otherwise by this charter, all personnel and officers of the city and their rights, privileges, and powers shall continue beyond the time this charter takes effect for a period of 180 days before or during which the existing city council shall pass a transition ordinance detailing the changes in personnel and appointed officers required or desired and arranging such titles, rights, privileges, and powers as may be required or desired to allow a reasonable transition.

### **Sec. 6.04. Pending matters.**

Except as specifically provided otherwise by this charter, all rights, claims, actions, orders, contracts, and legal or administrative proceedings shall continue, and any such ongoing work or cases shall be completed by such city agencies, personnel, or offices as may be provided by the city council.

### **Sec. 6.05. Construction.**

- (a) Section captions in this charter are informative only and are not to be considered as a part thereof.
- (b) The word "shall" is mandatory and the word "may" is permissive.
- (c) The singular shall include the plural, the masculine shall include the feminine, and vice versa.

**Sec. 6.06. Specific repealer.**

An Act to provide a new charter for the City of Lawrenceville, approved March 28, 1986 (Ga. L. 1986, p. 4961), as amended, is hereby repealed.

**Sec. 6.07. General repealer.**

All laws and parts of laws in conflict with this Act are repealed.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

<b>Item:</b>	Downtown Development Authority Update on \$1M loan for Downtown Redevelopment
<b>Department:</b>	Downtown Development Authority
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	none
<b>Presented By:</b>	Lee Merritt, DDA Chairwoman
<b>Action Requested:</b>	Update only. No action needed.

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**Summary:** An update on the \$1M loan from City to DDA for downtown redevelopment.

**Fiscal Impact:** None

**Attachments/Exhibits:**

- Summary of DDA \$1M IGA account for Council 2024.pdf

Summary of DDA \$1M IGA Account  
1/1/2024 through 12/31/2024

Beginning Balance	\$263,686.26
Income	
Interest earned	<u>\$275.26</u>
Total Income	\$275.26
Expenses	
Utilities - 130 S. Clayton	(\$754.26)
Wire fees	(\$90.00)
101 East Crogan (by Little Barn)	(\$136,160.94)
101 East Crogan Property Tax	(\$1,002.79)
168 South Clayton Croft design	(\$12,300.00)
185 Park Access Dr Earnest Money	<u>(\$10,000.00)</u>
Total Expenses	(\$160,307.99)
Ending Balance	\$103,653.53



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

<b>Item:</b>	Lease Agreement for 120 Neal Boulevard
<b>Department:</b>	City Administration
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	
<b>Presented By:</b>	Chuck Warbington, City Manager
<b>Action Requested:</b>	Approval of a lease agreement for 120 Neal Boulevard and authorizing the Mayor or City Manager to execute the lease upon the approval by the City Attorney

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#### Summary:

#### Attachments/Exhibits:

- 120 Neal Blvd Lease.docx



## COMMERCIAL LEASE

THIS LEASE (the "Lease") is made as of \_\_\_\_\_, 2025 (the "Effective Date") by and between **CITY OF LAWRENCEVILLE, GA** (hereinafter called "Landlord"), and **LAWRENCEVILLE APOSTOLIC CHURCH OF PROMISE** (hereinafter called "Tenant").

WITNESSETH:

### 1. PREMISES.

Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (being hereinafter called the "Premises"), to wit:

**The property known as 120 Neal Boulevard, Lawrenceville, GA (Gwinnett County Tax Parcel #5147122B), such Premises being more particularly described on Exhibit A attached hereto and by this reference made a part hereof.**

### 2. TERM.

Tenant shall have and hold the Premises for a term of 12 months beginning on July 1, 2025 (the "Commencement Date"), and ending on June 30, 2026, at 11:59 p.m., Atlanta, Georgia, time, unless sooner terminated as hereinafter provided (such period being referred to herein as the "Term" or the "lease term").

Upon the effective date of said termination (as shall be noted in the aforementioned written notice), this Lease shall terminate and neither party shall have any further rights or obligations hereunder excepting those which by their terms survive the expiration or sooner termination of this Lease.

### 3. RENTAL.

Tenant agrees to pay to Landlord the annual base rent and all other sums due and payable under this Lease in advance on the first day of each calendar month during the Term hereof, at the address stipulated by Landlord herein. Rental for any period during the term hereof which is for less than one month shall be a prorated portion of the monthly rental due. Said annual rent shall be paid without demand, deduction or setoff and in the amount per month and described below:

Months 1-12	\$750/month
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### 4. LATE CHARGES.

If Landlord fails to receive all or any portion of a rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

## **5. UTILITY BILLS AND MAINTENANCE EXPENSES; TAXES.**

Landlord agrees to pay all utility bills directly to the provider of such services for gas, trash collection, water and sewer, and electricity to the Premises. Landlord shall pay, when due, all taxes due for the Premises, if any (it being understood and agreed that Tenant shall have no liability for same).

## **6. USE OF PREMISES.**

The Premises shall be used for religious meeting services, (and all incidental uses ancillary thereto) and any other use which complies with all applicable laws, and local ordinances. The Premises shall not be used for any illegal purposes.

## **7. INDEMNITY; INSURANCE.**

Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs actually incurred, except in the case of gross negligence or willful misconduct on the part of Landlord. Supplementing the foregoing and in addition thereto, Tenant shall during the Term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of at least \$300,000.00 per person and \$500,000.00 per incident, which insurance shall name Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the Term of this Lease. Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant, or their employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

Tenant agrees to purchase at its expense and keep in force during the term of this Lease, personal property insurance covering "all risks" of physical loss, including loss of use, fire or other insurance peril. The insurance shall insure the value of all Tenants' property on the Premises including but not limited to improvements, fixtures, equipment, furniture and other personal property. Tenant hereby waives any right of action against Landlord for loss or damage to its improvements, fixtures or personal property except in the case of gross negligence or willful misconduct on the part of Landlord.

## **8. REPAIRS BY TENANT.**

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall have the right, but not the obligation, to perform routine maintenance and repairs to the Premises.

## **9. ALTERATIONS.**

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 9 within thirty (30) days after Landlord's written request therefor. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. As a condition to giving its approval to any such alterations, additions, or improvements, Landlord may require Tenant to remove any alterations, additions or improvements at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

#### **10. REMOVAL OF FIXTURES.**

Tenant may prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Landlord agrees to ownership of the items and tenant repairs all damage to the Premises caused by such removal. On or before the expiration of the lease term, Tenant shall remove all personal property then located upon the Premises. In the event that Tenant fails to remove said personal property from the Premises, and such failure continues for thirty (30) days after written notice from Landlord, then Landlord shall be deemed to be storing the property at Landlord's expense and may, upon five (5) days written notice to Tenant, sell such property at a public or private sale, or may dispose of the property in any other manner without liability. The proceeds of such sale shall remain with the Landlord.

#### **11. DESTRUCTION OF OR DAMAGE TO PREMISES.**

If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed. Notwithstanding the foregoing, at any time that the Premises is damaged as set forth in this Section, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

#### **12. GOVERNMENTAL ORDERS.**

Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving su

notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

### **13. ASSIGNMENT AND SUBLETTING.**

Tenant shall not transfer this Lease or sublet the Premises.

### **14. EVENTS OF DEFAULT.**

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an ("Event of Default")) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

(A) Tenant fails to pay the rental as provided for herein within five (5) days after written notice from Landlord that such rental remains unpaid (provided, however, that Landlord shall only be required to give such written notice two (2) times during any twelve-month period of the lease term); (B) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and such failure continues for thirty (30) days after written notice from Landlord (provided however, if a cure cannot be effected in such 30-day period, Tenant shall not be held in default if Tenant is diligently pursuing a cure to completion); (C) Tenant is adjudicated bankrupt; (D) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (E) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or (F) Tenant makes an assignment for benefit of creditors.

### **15. REMEDIES UPON DEFAULT.**

Upon the occurrence of an Event of Default, Landlord shall have the option of pursuing any one or more of the following remedies:

A. Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

B. Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other

terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Anything in this Lease to the contrary notwithstanding, if Tenant is in default hereunder, Landlord shall not be entitled to receive from Tenant any consequential, special or punitive costs or damages incurred by Landlord as a result of Tenant's default.

Landlord shall be in default of this Lease if it fails to perform any term or provision under this Lease required to be performed by Landlord, and such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord's default is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently pursues the cure of such failure to completion. If Landlord shall fail to cure within the times permitted for cure herein, Landlord shall be subject to all remedies as may be available to Tenant at law or in equity (subject to other provisions of this Lease), including, without limitation, the right of Tenant to terminate this Lease without Tenant waiving its right to damages for Landlord's default.

#### **16. EXTERIOR SIGNS.**

Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

#### **17. LANDLORD'S ENTRY OF PREMISES.**

Landlord may enter the Premises at reasonable hours upon at least 24 hours' advance written notice to Tenant (except in the event of an emergency, in which event no such notice shall be required) to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any, and to exhibit the Premises to prospective purchasers.



**18. EFFECT OF TERMINATION OF LEASE.**

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

**19. QUIET ENJOYMENT.**

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

**20. NO ESTATE IN LAND.**

This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale.

**21. HOLDING OVER.**

If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be one hundred fifty percent (150%) of the monthly rental otherwise payable under Section 3 above.

**22. ATTORNEY'S FEES.**

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees actually incurred to be fixed by the court in such action or proceeding.

**23. RIGHTS CUMULATIVE.**

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

**24. WAIVER OF RIGHTS.**

No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliances by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact

compliance with the terms hereof.

## **25. AGENCY DISCLOSURE**

Tenant and Landlord each represents to the other that neither has dealt with brokers in connection with this Lease. In addition, no broker procured this Lease or is entitled to any commission in connection therewith. In the event either party has so dealt with a broker such party shall, to the extent permitted by law, if any, indemnify, defend and hold forever harmless the other party from and against any claim by such broker and from and against any and all costs directly or indirectly arising out of any such hiring.

## **26. ENVIRONMENTAL LAWS.**

During the Term, Tenant shall comply with all applicable environmental laws at the Premises and Tenant shall not permit any of his employees, brokers, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be liable or responsible for the clean-up or any other remedial measures for any environmental contamination, if any, which was introduced in, on or under the Premises (a) prior to the Commencement Date hereof or (b) as a result of any act, negligence or willful misconduct by any prior tenant or owner of the Premises.

**Landlord completed an Asbestos and Lead Paint Inspection Report ("Report") for the Premises in contemplation of possible destruction of Premises. A copy of this Report has been provided to the Tenant. The Report identifies certain places in the Premises that contain asbestos. Tenant has been using the Premises for a number of years prior to the Landlord acquiring the Premises. Tenant acknowledges receipt of the Report and agrees to take the premises in its current condition and to hold the Landlord harmless from any claims resulting from the presence of asbestos on the Premises. The Tenant also agrees not to take any action or to allow any of its employees, guests or invitees to take any action that would result in the release of asbestos into the Premises.**

## **27. TIME OF ESSENCE.**

Time is of the essence of this Lease.

## **28. DEFINITIONS.**

"Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises, "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

## **29. NOTICES.**

All notices required or permitted under this Lease shall be in writing and shall be personal

delivered or sent by national overnight courier, or by U.S. Certified Mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown below, except that upon Tenant's taking possession of the Premises, then the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord: **CITY OF LAWRENCEVILLE, GA**  
70 S Clayton St.  
P.O. Box 2200  
Lawrenceville, GA 30046  
Attention: Chuck Warbington, City Manager

Tenant: **LAWRENCEVILLE APOSTOLIC CHURCH OF PROMISE**

Attn: \_\_\_\_\_

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

### **30. ENTIRE AGREEMENT.**

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

***TENANT: LAWRENCEVILLE APOSTOLIC CHURCH OF PROMISE***

By: \_\_\_\_\_ (Seal)

Name:

Title:

***LANDLORD: THE CITY OF LAWRENCEVILLE, GA***

By: \_\_\_\_\_ (Seal)

Name:

Title:

**EXHIBIT "A"****Legal Description**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147, 5<sup>TH</sup> DISTRICT, GWINNETT COUNTY, GEORGIA, BEING 0.229 ACRES, MORE OR LESS, AS SHOWN ON A SURVEY FOR LOVING AID SOCIETY, RECORDED IN PLAT BOOK 16, PAGE 8, GWINNETT COUNTY, GEORGIA RECORDS. SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE THERETO.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 25, 2025

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

<b>Item:</b>	Resolution to dissolve the Hooper-Renwick Legacy Preservation Committee
<b>Department:</b>	City Administration
<b>Date of Meeting:</b>	Wednesday, June 25, 2025
<b>Fiscal Impact:</b>	
<b>Presented By:</b>	Chuck Warbington, City Manager
<b>Action Requested:</b>	Approval of the Resolution to dissolve the Hooper-Renwick Legacy Preservation Committee

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#### Summary:

#### Attachments/Exhibits:

- Resolution



RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY OF LAWRENCEVILLE TO  
DISSOLVE THE HOOPER-RENWICK LEGACY PRESERVATION COMMITTEE

**WHEREAS**, the Hooper-Renwick Legacy Preservation Committee was established on April 3, 2017, to engage and involve the Hooper-Renwick community and to outline multiple options for honoring and preserving the legacy and impact of Hooper-Renwick School; and

**WHEREAS**, the goals and objectives of the Hooper-Renwick Legacy Preservation Committee have been achieved by the opening of the Hooper-Renwick Themed Library at 56 Neal Boulevard; and

**WHEREAS**, the City Council has determined that the continued operation of the Hooper-Renwick Legacy Preservation Committee is no longer necessary.

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

1. **Dissolution:** The Hooper-Renwick Legacy Preservation Committee is hereby formally dissolved, effective immediately upon adoption of this resolution.
2. **Disposition of Records:** All records, files, and materials related to the Hooper-Renwick Legacy Preservation Committee shall be retained by the City Clerk in accordance with applicable records retention policies.
3. **Acknowledgment:** The City Council expresses its sincere appreciation to all members who served on the Hooper-Renwick Legacy Preservation Committee for their time, effort, and dedication to the community.

**IT IS SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
David R. Still, Mayor

ATTEST:

\_\_\_\_\_  
Karen Pierce, City Clerk