



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, October 25, 2021
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. SOAR Recognition - Gas Department
2. Officer Receives Purple Heart Ribbon - Lawrenceville Police Department

Approval of Prior Meeting Minutes

3. October 13, 2021 Special Call
4. October 13, 2021 Work Session

Announcements

Public Comment

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.

- [5.](#) Purchase of Natural Gas Materials on a Six-Month Contract

- [6.](#) Acquisition of First Baptist Church Parking Lot at the Lawrenceville Lawn
- [7.](#) Honest Alley Parking & Dumpster Enclosure Project
- [8.](#) Trittech Software Systems
- [9.](#) Virtual Academy Training

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.

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.](#) APPL2021-00004; Hoang Diem Thuy Vo; 180 Canterbury Lane
- [11.](#) SUP2021-00049; A 2nd Chance Bail Bond; 366 Reynolds Drive
- [12.](#) SUP2021-00047; Safwad Hussain; 634 Collins Hill Road
- [13.](#) CIC2021-00009; Karla Maria Mejia Cruz; 330 Buford Drive
- [14.](#) Lawrenceville Downtown Livable Centers Initiative (LCI) Plan Update

Council Business Old Business

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

- [15.](#) Co-Responder Presentation
- [16.](#) Ethics Ordinance Adoption for GMA Recertification for City of Ethics

Council Business New Business

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

- [17.](#) Approval of Fiscal Year 2022 Budget Amendment 355-10-25
- [18.](#) Acquisition of 1 parcel located at 73 Gwinnett Drive
- [19.](#) Acquisition of 3 parcels located at 534 W. Crogan Street, 503 Gwinnett Drive, and 79 Gwinnett Drive
- [20.](#) Acquisition of 4 parcels located at 35 Gwinnett Drive, 436 and 451 Huff Street, and 179 Plainview Drive

[21.](#) Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) to transfer properties identified as Central Block for redevelopment purposes

[22.](#) Purchase of Pad Mount Transformers

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Natural Gas Materials on a Six-Month Contract
Department:	Gas
Date of Meeting:	Monday, October 25, 2021
Fiscal Impact:	\$700,000.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Purchase of Natural Gas Materials on a Six-Month Contract to low bidders, Consolidated Pipe & Supply Co., Inc. and United Supply Int. Inc. d/b/a Utilities Supply, Inc. per the attached line item bid tabulation, amount not to exceed \$700,000.00.

Summary: This contract provides the City Gas Department with the most commonly used natural gas materials.

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

Attachments/Exhibits:

Bid Tabulation

AQ007-22

Natural Gas Materials on a Six-Month Contract

Gas Department

				Consolidated Pipe & Supply Co., Inc.		United Supply Int. Inc. d/b/a Utilities Supply, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	5,000	FT	\$0.26	\$1,300.00	N/B	N/B
2	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	5,000	FT	\$0.26	\$1,300.00	N/B	N/B
3	#12 YELLOW TRACING WIRE PE 30 SOLID COPPER, 500 FEET - PROLINE	30,000	FT	\$0.17	\$5,100.00	N/B	N/B
4	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET ROLL - PROLINE	46,000	FT	\$0.17	\$7,820.00	N/B	N/B
5	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	1,400	EA	\$2.75	\$3,850.00	N/B	N/B
6	½" CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	35,000	FT	\$0.35	\$12,250.00	N/B	N/B
7	¾" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6000	FT	\$0.49	\$2,940.00	N/B	N/B
8	2" IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	40000	FT	\$1.29	\$51,600.00	N/B	N/B
9	4" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	2000	FT	\$4.59	\$9,180.00	N/B	N/B
10	4" IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	75000	FT	\$4.85	\$363,750.00	N/B	N/B
11	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1000	FT	\$9.80	\$9,800.00	N/B	N/B
12	2" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	500	EA	\$11.25	\$5,625.00	\$10.00	\$5,000.00
13	2" x 5/8" E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	400	EA	\$72.00	\$28,800.00	N/B	N/B
14	2" IPS SDR11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$6.50	\$32.50	\$6.00	\$30.00
15	2" IPS SDR11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	15	EA	\$7.50	\$112.50	\$7.00	\$105.00
16	2" IPS SDR11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	30	EA	\$3.75	\$112.50	\$6.50	\$195.00
17	2" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 1.90" MINIMUM PORT, BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	20	EA	\$68.00	\$1,360.00	\$67.00	\$1,340.00
18	3" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	6	EA	\$23.00	\$138.00	\$25.00	\$150.00

BID TABULATION

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19	4" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	60	EA	\$35.00	\$2,100.00	\$32.00	\$1,920.00
20	4" IPS SDR 11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$17.00	\$85.00	N/B	N/B
21	4" IPS SDR 11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	20	EA	\$20.00	\$400.00	N/B	N/B
22	4" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	10	EA	\$11.00	\$110.00	N/B	N/B
23	4"x2" IPS SDR 11 PE 2708 BFUSE REDUCER	20	EA	\$11.00	\$220.00	N/B	N/B
24	4" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 3.63" MINIMUM PORT, , BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	15	EA	\$210.00	\$3,150.00	\$208.00	\$3,120.00
25	6" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$85.00	\$2,125.00	\$75.00	\$1,875.00
26	6" SDR11 IPS PE 2708, BFUSE TEE	15	EA	\$39.00	\$585.00	N/B	N/B
27	6"x4" SDR11 IPS PE 2708, BFUSE REDUCER	10	EA	\$25.00	\$250.00	N/B	N/B
28	3/4" x 5/8" PE 2708 GAS RISER PIGTAIL - PERFECTION	400	EA	\$22.50	\$9,000.00	\$24.00	\$9,600.00
29	3/4" x 3/4" PE 2708 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	\$33.50	\$1,675.00	\$33.00	\$1,650.00
30	1/2" CTS METFIT STYLE COUPLING - METFIT	1500	EA	\$8.30	\$12,450.00	\$8.95	\$13,425.00
31	1/2" CTS METFIT STYLE DEAD END - METFIT	50	EA	\$7.60	\$380.00	\$9.00	\$450.00
32	3/4" IPS METFIT STYLE COUPLING - METFIT	500	EA	\$16.95	\$8,475.00	\$18.00	\$9,000.00
33	3/4" IPS METFIT STYLE DEAD END - METFIT	25	EA	\$14.10	\$352.50	\$15.00	\$375.00
34	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	25	EA	\$22.50	\$562.50	\$22.75	\$568.75
35	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	\$21.00	\$525.00	\$20.00	\$500.00
36	3/4" CTS METFIT STYLE TEE - METFIT	10	EA	\$29.00	\$290.00	\$31.00	\$310.00
37	2" x 5/8" NO EFV TAP TEE - IPEX OR FRIALEN	25	EA	\$26.00	\$650.00	N/B	N/B
38	2" x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	\$29.00	\$1,450.00	N/B	N/B
39	4" x 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	\$33.00	\$3,300.00	N/B	N/B
40	4" x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	\$45.00	\$2,250.00	N/B	N/B
41	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$10.25	\$51.25	\$10.00	\$50.00

BID TABULATION

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42	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$9.00	\$45.00	\$9.00	\$45.00
43	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$8.75	\$43.75	\$8.00	\$40.00
44	5/8" 800 CFH PE STICK EFV - UMAC	50	EA	\$22.50	\$1,125.00	\$29.00	\$1,450.00
45	3/4" 800 CFH PE STICK EFV - UMAC	50	EA	\$31.00	\$1,550.00	\$30.00	\$1,500.00
46	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	50	EA	\$34.00	\$1,700.00	\$34.00	\$1,700.00
47	3/4" MERCH STEEL BLK SQ HEAD PLUG-DOMESTIC OR SMITH COOPER	200	EA	\$0.92	\$184.00	N/B	N/B
48	3/4" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$1.15	\$345.00	N/B	N/B
49	3/4" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$1.55	\$620.00	N/B	N/B
50	3/4" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.15	\$215.00	N/B	N/B
51	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$4.40	\$440.00	N/B	N/B
52	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.45	\$345.00	N/B	N/B
53	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$2.15	\$430.00	N/B	N/B
54	3/4" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.45	\$890.00	N/B	N/B
55	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.45	\$345.00	N/B	N/B
56	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$3.95	\$1,580.00	N/B	N/B
57	3/4" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$8.00	\$400.00	\$11.00	\$550.00
58	1" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$3.15	\$945.00	N/B	N/B
59	1" STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	600	EA	\$1.70	\$1,020.00	N/B	N/B
60	1" X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.50	\$150.00	N/B	N/B
61	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$1.50	\$75.00	N/B	N/B
62	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	300	EA	\$1.75	\$525.00	N/B	N/B
63	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.10	\$210.00	N/B	N/B
64	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$2.95	\$590.00	N/B	N/B

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65	1" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$5.50		\$550.00		N/B	N/B
66	2" STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	10	EA	\$8.50		\$85.00		N/B	N/B
67	2" STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	25	EA	\$9.95		\$248.75		N/B	N/B
68	2" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$3.35		\$83.75		N/B	N/B
69	2" x 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$3.90		\$97.50		N/B	N/B
70	2" x 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.35		\$108.75		N/B	N/B
71	2" x 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$5.65		\$141.25		N/B	N/B
72	¾" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	500	EA	\$12.50		\$6,250.00		\$17.00	\$8,500.00
73	1" PITT METER SWIVEL SETS (1-1/4" NUT, 1"PITT SWIVEL) - CENTRAL	20	EA	\$15.50		\$310.00		\$13.00	\$260.00
74	1" PITT METER WASHERS	40	EA	\$0.50		\$20.00		\$0.50	\$20.00
75	45 LT METER SWIVEL SETS (NUT AND SWIVEL) - CENTRAL	200	EA	\$33.50		\$6,700.00		\$21.00	\$4,200.00
76	45 LT METER WASHERS	350	EA	\$0.55		\$192.50		\$0.60	\$210.00
77	BARREL LOCKS FOR GAS L/W - BROOKS	500	EA	\$3.50		\$1,750.00		N/B	N/B
78	BARREL LOCK KEYS - BROOKS	10	EA	\$79.00		\$790.00		N/B	N/B
79	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	\$17.50		\$840.00		N/B	N/B
80	1 GALLON LOW TEMP LEAK SOAP - SHERLOCK	50	EA	\$18.00		\$900.00		\$20.00	\$1,000.00
81	4" x 5/8" EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	100	EA	\$70.00		\$7,000.00		N/B	N/B
82	1" x ¾" BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	250	EA	\$4.25		\$1,062.50		N/B	N/B
83	2" INSULATED UNIONS - DOMESTIC OR SMITH COOPER	25	EA	\$41.00		\$1,025.00		\$48.00	\$1,200.00
84	1" NO BLO TEE - MUELLER	10	EA	\$84.00		\$840.00		N/B	N/B
85	#79344 STEM O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$3.30		\$82.50		N/B	N/B
86	#79345 CAP O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$4.50		\$112.50		N/B	N/B
87	¾" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$3.95		\$19.75		N/B	N/B

88	1" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$4.85		\$24.25		N/B	N/B
89	3/4" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$17.50		\$437.50		N/B	N/B
90	1" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$21.00		\$525.00		N/B	N/B
91	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	\$78.00		\$1,950.00		N/B	N/B
92	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	\$68.00		\$1,700.00		N/B	N/B
93	3/4" x 6" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$9.75		\$487.50		N/B	N/B
94	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$22.00		\$1,100.00		N/B	N/B
95	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	\$45.00		\$450.00		N/B	N/B
96	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	50	EA	\$125.00		\$6,250.00		N/B	N/B
97	20" EXTENSION FOR PLASTIC VALVE BOX	50	EA	\$45.00		\$2,250.00		N/B	N/B
98	5 -1/4 " "GAS" LID FOR VALVE BOX	50	EA	\$17.00		\$850.00		N/B	N/B
99	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$17.50		\$350.00		N/B	N/B
100	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$29.00		\$580.00		N/B	N/B
101	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$39.00		\$780.00		N/B	N/B
102	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$325.00		\$1,625.00		N/B	N/B
103	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$335.00		\$1,675.00		N/B	N/B
104	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	50	EA	\$125.00		\$6,250.00		N/B	N/B
105	4" SCH 40 PVC BOLLARD CAPS	50	EA	\$15.00		\$750.00		N/B	N/B
106	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5-BLK/YLW/811, WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE DAY TIME: 770-963-3332, EVENING: 770-963-2443 - RHINO	200	EA	\$41.00		\$8,200.00		N/B	N/B
107	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	200	EA	\$31.00		\$6,200.00		N/B	N/B
108	1" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$5.50		\$550.00		N/B	N/B

109	1" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$7.50		\$750.00		N/B	N/B
110	1" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	20	EA	\$9.50		\$190.00		N/B	N/B
111	1" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	50	EA	\$21.50		\$1,075.00		\$22.00	\$1,100.00
112	1" STD MI BLK INSULATED UNION - DOMESTIC OR SMITH COOPER	50	EA	\$65.00		\$3,250.00		N/B	N/B
113	2" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	4000	FT	\$1.75		\$7,000.00		N/B	N/B
114	4" x 2", 4MM PINS ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	10	EA	\$98.00		\$980.00		N/B	N/B
115	6" x 4", 4MM PINS, ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	6	EA	\$180.00		\$1,080.00		N/B	N/B
116	2" STD MI BLK TEE - DOMESTIC OR SMITH COOPER	50	EA	\$18.75		\$937.50		N/B	N/B
117	2" STD MI BLK STREET 90 EL - DOMESTIC OR SMITH COOPER	50	EA	\$17.90		\$895.00		N/B	N/B
118	6" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	25	EA	\$26.00		\$650.00		N/B	N/B
119	2" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$7.25		\$362.50		N/B	N/B
120	2" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$9.25		\$231.25		N/B	N/B
121	2" x 2" PE 2708 PB PT GAS RISER PIGTAIL - PERFECTION 78403	12	EA	\$135.00		\$1,620.00		\$170.00	\$2,040.00
TOTAL				\$660,494.75			\$73,478.75		
Will vendor hold pricing firm? Renewal Option 1				5% Increase			No		
Will vendor hold pricing firm? Renewal Option 2				5% Increase			No		
Will vendor hold pricing firm? Renewal Option 3				5% Increase			No		
Will vendor hold pricing firm? Renewal Option 4				5% Increase			No		

Recommended vendors:

Consolidated Pipe & Supply Co., Inc.
194 Hurricane Shoals Road
Lawrenceville, GA 30045
P: 770-822-9664
email: proot@consolidatedpipe.com

United Supply Int. Inc. d/b/a Utilities Supply, Inc.
575 Loganville Hwy.
Winder, GA 30680
P: 770-868-0516
email: don@utilitysupply.com

REAL ESTATE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021 by and among the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia Municipal Corporation ("Purchaser") and FIRST BAPTIST CHURCH OF LAWRENCEVILLE, INC. (herein referred to as the "Seller") and THOMPSON, SWEENEY, KINSINGER & PEREIRA P.C., having its offices in Lawrenceville, Georgia ("Escrow Agent").

RECITALS

A. Purchaser desires to acquire title to that certain tract of real property located in Land Lot 147 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia, and all improvements located thereon, and being more particularly described as tax parcels 5147 107 and 5147 106, as shown on plat thereof recorded at Plat Book 146, page 213, Gwinnett County, Georgia real estate records, said plat being incorporated herein by this reference (the "Luckie Street Property"). The Luckie Street Property is more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference.

B. Seller is willing to sell the Luckie Street Property to Purchaser as an investment in the improvement of the community, subject to the Easements set forth in Paragraph 16 below.

C. Purchaser is willing to purchase the Luckie Street Property for public parking and to provide the Seller with certain easement rights to allow Seller to maintain reasonable parking to serve its facility.

D. Purchaser and Seller desire to share costs to improve a gravel parking lot owned by Seller to provide the Seller with additional paved parking and to provide the Purchaser with additional public parking and appropriate easements to service new regional dumpsters to be installed adjacent to the Seller's property, outlined in Exhibit "B."

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Luckie Street Property to Purchaser and Purchaser shall purchase the Luckie Street Property from Seller, subject to the Easements set forth in Paragraph 16 below. The purchase price that Purchaser shall pay to Seller shall be One Million Dollars (\$1,000,000.00). The funds shall be paid at closing.

2. EARNEST MONEY. The Purchaser, on or before two (2) business days after the final execution of this Agreement by both Parties, shall deliver to the Escrow Agent the Purchaser's check in the amount of TWO THOUSAND AND NO/100THS DOLLARS (\$2000.00) (herein referred to as the "Earnest Money"). The Earnest Money held by Escrow Agent shall be applied

against the Purchase Price at the Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement with Escrow Agent or otherwise disbursed as provided herein.

3. CLAYTON STREET PARKING LOT. Seller desires to improve parcel 5146A 016, which is more particularly described on Exhibit "B" which is attached hereto and incorporated herein by reference, (Clayton Street Parking Lot) as soon as possible to be used as a parking lot for continued use by Seller. Purchaser has the expertise and abilities to design and construct a parking lot as desired by Seller and desires to obtain an easement over the Clayton Street Parking Lot for public parking and for ingress and egress to its regional dumpsters. Purchaser agrees to work with Seller to accomplish the design and construction of the Clayton Street Parking Lot within eight (8) months, weather permitting, from the execution of this agreement by both parties. The Clayton Street Parking Lot will be designed and constructed in compliance with applicable development standards to allow for public parking and ingress and egress of city garbage collection trucks to the city regional dumpsters. During the parking lot construction and after, the Purchaser will need access to the Clayton Street Parking Lot. At the closing of the sale of the Luckie Street Property, Seller and Purchaser agree to execute easement documents giving Purchaser access to the Clayton Street Parking Lot for construction and continued ingress and egress once the parking lot is complete, with the Seller retaining rights to exclusive parking in the Clayton Street Parking Lot on Sunday mornings from 8:30 a.m. to noon. The City shall have the right to designate four parking spaces located immediately adjacent to the street as reserved parking for the adjacent building at all times. The costs of the parking lot design and construction will be paid by the Purchaser. The Seller will pay Purchaser the amount of Eighty Nine Thousand Seven Hundred Fifty Dollars (\$89,750.00) for its share all such costs. The amount owed by the Seller shall be deducted from the purchase price of the Luckie Street Property at the closing.

4. SURVEY. Purchaser may, at its option, obtain a survey prepared by a Georgia registered land surveyor to make a boundary survey (herein referred to as the "Survey") of the Luckie Street Property. The legal description for the conveyance of the Luckie Street Property will be based upon the legal description as set forth in Exhibit "A" of this Agreement. Upon request of Purchaser, Seller will deliver a quitclaim deed in aide of title containing the legal description based upon the Survey.

5. CONVEYANCE OF TITLE. Seller shall convey good and marketable fee simple title of the Luckie Street Property to the Purchaser pursuant to recordable limited warranty deed. The Luckie Street Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) ad valorem taxes for the current year which are not yet due and payable, if any ; (ii) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (iii) those other title exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; (the "Permitted Title Exceptions"). Not later than thirty (30) days prior to closing, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title (including the Permitted Title Exceptions) and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such objections. In the event that the Seller fails to cure any such objections by Closing, Purchaser may (i) terminate this Agreement and recover the Earnest Money previously paid by Purchaser or (ii)

waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions herein.

6. RIGHT OF INSPECTION. Purchaser shall have until thirty (30) days prior to closing to inspect or cause to be inspected the physical condition of the Luckie Street Property. To the extent allowed by Georgia law, Purchaser indemnifies and holds Seller harmless from and against loss or damage Seller may incur and as a result of Purchaser's activities under this paragraph. This indemnity shall survive the Closing or any termination of this Agreement.

7. CLOSING.

A. Closing. The Closing shall be on or before October 29, 2021 (hereinafter referred to as the "Closing Date"). The Closing shall be held in Lawrenceville, Georgia at the offices of Escrow Agent at a time and date which is mutually agreeable to Seller and Purchaser; and Purchaser agrees to provide Seller two (2) days written notice of the date and time for Closing, accompanied with drafts of all documents to be executed by Seller at Closing. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying fee simple title to the Property.

B. Taxes. If any, real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date and administered as follows. In the event tax bills for the year in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other to carry out all parts of this contract and to effectuate the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty

of title which is to be contained in the deed of conveyance from Seller to Purchaser. Seller shall provide evidence of authority for the person or persons executing documents on behalf of the Seller satisfactory to the Purchaser's closing attorney or title insurance company.

D. Expenses of Closing. The Seller shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, if any. The Purchaser shall pay the survey costs, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

8. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations and warranties:

(i) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iv) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing agreements or other agreements arising through Seller with any third parties concerning leasing of the Luckie Street Property; and

B. Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

9. PURCHASER'S REPRESENTATIONS.

A. Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a party; and

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Luckie Street Property contemplated under this Agreement.

B. Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

10. PROPERTY SOLD "AS IS".

All of the Luckie Street Property shall be purchased by Purchaser "as is, with all faults", except as otherwise expressly provided for herein; and Seller makes no warranties or representations, express or implied, with respect to the quality or conditions thereof, merchantability or fitness for any use or purpose or compliance with law, except as otherwise specifically provided herein.

11. BROKERAGE COMMISSION; DISCLOSURE. The parties acknowledge that there are no Brokers representing either the Seller or the Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder for any reason whatsoever. To the extent allowed by law, Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Luckie Street Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. § 44-14-600, et. seq.

12. RISK OF LOSS.

Risk of Loss. The Seller shall bear all risk of loss with respect to the Property until the Closing.

13. NOTICES.

Any notice, approval, requests, demands, tenders, or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is actually delivered, or (ii) if mailed, in the United States Mail, certified, return receipt requested, to the address for each party set forth below, as of the date which is the date of the post mark on such notice, or (iii) if delivered by courier or express mail service, telegram or mailgram, to the address for each party set forth below, where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery, or (iv) one (1) day after being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or (v) when transmitted by email (provided that confirmation thereof is delivered by certified or registered mail) to the email address for each party set forth below.

PURCHASER:

City of Lawrenceville, Georgia
 70 South Clayton Street
 Lawrenceville, GA 30046
 Attn: Chuck Warbington, City Manager

With a copy to:

Thompson, Sweeny, Kinsinger & Pereira, P.C.
 690 Longleaf Drive
 Lawrenceville, GA 30046
 Attn: Lee Thompson or Frank Hartley

SELLER:

First Baptist Church of Lawrenceville
 c/o Pastor Inman Houston
 165 S. Clayton Street
 Lawrenceville, Georgia 30046
 Attn: Thomas J. Andersen and R. Matthew Reeves
 Email: tomandersen@atclawfirm.com and mreeves@atclawfirm.com

Any party may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

14. DEFAULT.A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Luckie Street Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser; or (b) waive such inability and proceed to close the transaction without regard thereto.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to the default of the Seller hereunder, the Purchaser shall have the right of specific performance, but not damages, against Seller. Neither an uncured title defect nor objection against the Luckie Street Property, nor the inability of the Seller to convey title because of the Seller's

failure to obtain title to the Luckie Street Property pursuant to the Seller's Contract shall be deemed to be an event of default on the part of Seller hereunder.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to other damages.

15. ESCROW INSTRUCTIONS.

A. Investment of Earnest Money. Escrow Agent shall hold the Earnest Money in an insured non-interest-bearing account at a banking institution with which Escrow Agent has an established banking relationship. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

B. Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 6., then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Paragraph 6., without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

C. Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i.) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii.) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and

effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

D. Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 7.A (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for gross negligence, willful misconduct or breach of trust by Escrow Agent).

E. Indemnity. To the extent allowed by law, Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Section 15, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 15. The provisions of this Paragraph 15 shall survive the Closing or any termination, cancellation or rescission of this Agreement.

16. EASEMENTS

As additional consideration for the transfer of the Luckie Street Property and the construction of the Clayton Street Parking Lot, the parties agree to enter into the following easements at the closing of the Luckie Street Property. This easement is an integral part of the sale transaction, and is entered into to allow Seller to retain rights in the Luckie Street Property similar to the rights held by the Seller in that certain Easement Agreement between the parties, recorded at Deed Book 52115, Page 0214 et seq., of the Gwinnett County real property records on or about March 28, 2013, at no charge to Seller now or in the future based upon the valuable consideration flowing to the parties in this overall transaction. The easement agreement shall be drafted by the attorney for the Purchaser and provided to the attorney for the Seller for approval at least ten (10) days prior to closing.

A. Luckie Street Property Easement. The Purchaser shall grant the Seller an easement that grants Seller exclusive use of the parking spaces located completely within the boundaries of the Luckie Street Property on each Sunday from 8:30 a.m. until 12:00 noon and from 5:00 p.m. until 7:30 p.m. and from 4:30 p.m. until 7:30 p.m. on each Wednesday for parking, and occasional, temporary religious uses subject to the approval of the City, which shall not be unreasonably withheld.. The parties agree to cooperate to maintain such signage and barriers, or to take such other action as may be necessary, to provide Seller with exclusive use of the parking spaces for parking, and occasional, temporary religious uses during these time periods. The city will attempt to place appropriate restrictions on any city events that occur on the Luckie Street Property prior to 1:00 p.m. on Sundays to avoid any noise issues that may interfere with church services.

No more than four (4) times in a calendar year, if the City schedules any event that will restrict use of the Luckie Street Property for parking on Sundays or Wednesday evenings, Purchaser agrees to allow Seller to use an equal number of parking spaces in the public parking deck on Chestnut Street owned by the Purchaser at no cost to the Seller. The City shall give the Seller at least ten (10) days notice of any scheduled events that may restrict use of the parking spaces on the Luckie Street Property on Sundays or Wednesday evenings.

This Agreement is contingent upon Purchaser's procurement of an easement or other agreement for Seller to continue to use up to sixty (60) parking spaces in the Chestnut Street parking deck at no cost on Sunday morning, Sunday evenings and Wednesday evenings for the next five (5) years, without prejudice to Seller's ability to pursue continued parking at no cost in the Chestnut Street parking deck after that period.

The Seller's conveyance of the Luckie Street Property to Purchaser shall not adversely affect the Seller's permits, certificates of occupancy, parking requirements, or other compliance with Purchaser.

This easement will terminate if the Seller transfers its property to another entity, other than through succession or merger of the First Baptist Church of Lawrenceville, Inc. congregation.

B. Clayton Street Parking Lot Temporary Construction Easement and Permanent Parking Easement. The Seller agrees to grant to the Purchaser a temporary construction easement on the Clayton Street Parking Lot to allow construction of the parking improvements and a permanent easement to allow public parking on the Purchaser's lot (subject to Seller's rights to exclusion parking in all but four of the parking spaces located in the Clayton Street Parking Lot on Sunday mornings from 8:30 a.m. to noon) and ingress and egress to the city's regional dumpsters shown in Exhibit "B." The Seller and its church members, employees and other visitors shall retain all rights to parking on a first-come, first-served basis in the Clayton Street Parking Lot, in addition to the exclusive Sunday morning parking times outlined above. The easement may contain language that allows Seller to expand its building footprint in a manner that reduces the number of parking spaces in the lot provided no such expansion shall

occur within the first ten (10) years of the easement and provided ingress and egress to the regional dumpsters by garbage collection vehicles will not be restricted.

C. Sign Easement. The parties agree that the current sign easement that allows the Seller to place a sign on the property of the Purchaser where the Chestnut Street parking deck is located will be modified and extended to allow for construction and maintenance of an appropriate sign on that property. This easement will terminate if the Seller transfers its property to another entity, other than through succession or merger of the First Baptist Church of Lawrenceville, Inc. congregation.

17. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Seller and the Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the Purchaser and the Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the Purchaser and the Seller.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors, successors in title and permitted assigns. This Agreement is not assignable by either party.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the

remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

J. Possession. Full and complete possession of the Luckie Street Property shall be delivered to Purchaser at Closing.

K. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

SELLER:

FIRST BAPTIST CHURCH OF LAWRENCEVILLE, INC.

Date

By:_____

PURCHASER:

CITY OF LAWRENCEVILLE

Date

By: _____
David R. Still, Mayor

CONSENTED TO BY ESCROW AGENT FOR THE PURPOSE OF
SERVING AS ESCROW AGENT HEREUNDER:

THOMPSON, SWEENEY, KINSINGER &
PEREIRA P.C.

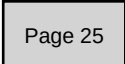
Date

By: _____
Title:

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 146 of the 5th Land District of Gwinnett County, Georgia, and being more particularly described as Out Parcel 1 containing 0.552 acres more or less, and Out Parcel 2 containing 0.785 acres more or less as shown on a Minor Subdivision Plat for the City of Lawrenceville prepared by Precision Planning, Inc. dated October 11, 2019, and recorded in Plat Book 146, page 213, Gwinnett County, Georgia Records, which plat is incorporated herein by reference.

Exhibit B
Clayton Street Parking Lot Site Plan





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 25, 2021

AGENDA CATEGORY: CONSENT

Item:	Acquisition of First Baptist Church Parking Lot at the Lawrenceville Lawn
Department:	City Manager
Date of Meeting:	Monday, October 25, 2021
Fiscal Impact:	\$910,250
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Real Estate Agreement for the acquisition of Tax Parcels 5147 107 and 5147 106 from the First Baptist Church of Lawrenceville along with giving authorization for the Mayor to execute all required documents for this transaction and easements required for the Honest Alley Parking and Dumpster project as outlined in the Real Estate Agreement.

Summary: The City is currently in the 8th year of a 10 year lease with the First Baptist Church to utilize the existing parking lot at the Lawrenceville Lawn. The City approached the church requesting to acquire the parking lot in lieu of extending the lease. The City would in turn provide an exclusive easement for church parking on Wednesday and Sundays. In addition, the agreement allows the City to improve the gravel parking lot adjacent to the Church to include paved parking and a regional dumpster enclosure. The church would grant the City a “public parking easement” for the improvements and pay a portion of the improvements.

Fiscal Impact: \$910,250 (Net)

Attachments/Exhibits:

Real Estate Agreement with First Baptist Church of Lawrenceville



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item: Honest Alley Parking & Dumpster Enclosure Project

Department: Engineering

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: \$186,736.00

Presented By: Jim Wright, City Engineer

Action Requested: Award Honest Alley Parking & Dumpster Enclosure Project to low bidder, Bayne Development Group, LLC., amount not to exceed \$186,736.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of demolition, site clearing, grading, and excavation of the current site. The project shall also consist of the construction of a dumpster pad, storm drain, paving, patching, new curb & gutters, traffic striping, and landscaping.

Fiscal Impact: Amount not to exceed \$186,736.00. This project is funded by the Capital Outlay Fund (3551565.541000). Project 15-012.

Attachments/Exhibits:

Bid Tabulation

SB010-22

Honest Alley Parking & Dumpster Enclosure Project
Engineering

				Bayne Development Group, LLC		Multiplex, LLC		Rick B General Contractors, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$53,242.00	\$53,242.00
2	Warranties & Bonds	1	LS	\$4,500.00	\$4,500.00	\$6,150.00	\$6,150.00	\$8,644.00	\$8,644.00
3	Clearing & Grubbing Complete	1	LS	\$4,500.00	\$4,500.00	\$56,000.00	\$56,000.00	\$10,000.00	\$10,000.00
4	Erosion Control (all included for phases 1-3)	1	LS	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$3,500.00	\$3,500.00
5	Grading Complete	1	LS	\$6,200.00	\$6,200.00	\$59,000.00	\$59,000.00	\$21,000.00	\$21,000.00
6	Install complete GAB base course, 5"-8" Thick incl. material	630	TN	\$16.00	\$10,080.00	\$40.00	\$25,200.00	\$33.00	\$20,790.00
7	Install complete Concrete Sidewalk, 4 in (with brick accents per city including HC ramps	40	SY	\$97.00	\$3,880.00	\$50.00	\$2,000.00	\$135.00	\$5,400.00
8	Concrete Curb & Gutter, 6 in x 24 in, Tp. 2	450	LF	\$24.00	\$10,800.00	\$20.00	\$9,000.00	\$35.00	\$15,750.00
9	Concrete Valley gutter, 6 in	60	SY	\$59.00	\$3,540.00	\$45.00	\$2,700.00	\$100.00	\$6,000.00
10	Bollard 6 in diameter	10	EACH	\$500.00	\$5,000.00	\$750.00	\$7,500.00	\$1,000.00	\$10,000.00
11	Concrete wheel stops	26	EACH	\$45.00	\$1,170.00	\$100.00	\$2,600.00	\$115.00	\$2,990.00
12	Install complete outlet control structure	1	LS	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
13	Remove & Install complete new Double grate inlet as per plan	1	EACH	\$8,300.00	\$8,300.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00
14	Install complete 36" (RCP) Pipe (incl. excavation, & bedding)	40	LF	\$113.00	\$4,520.00	\$120.00	\$4,800.00	\$250.00	\$10,000.00
15	Install complete Dumpster Pad including ramps, gates & painting as per the drawings	1	LS	\$20,450.00	\$20,450.00	\$40,000.00	\$40,000.00	\$70,383.00	\$70,383.00
16	Asphalt Paving Surface Course Super Pave 9.5 mm GP 2 only, incl. materials, H lime & Tack	120	TN	\$171.00	\$20,520.00	\$200.00	\$24,000.00	\$133.00	\$15,960.00
17	Asphalt Paving Binder Course Super Pave 19mm GP 2 only, incl. materials, H lime & Tack	150	TN	\$150.00	\$22,500.00	\$195.00	\$29,250.00	\$150.00	\$22,500.00
18	Install complete Pavement Striping including HC Signage	1	LS	\$4,800.00	\$4,800.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00
19	Landscaping complete as per plan	1	LS	\$22,500.00	\$22,500.00	\$6,390.00	\$6,390.00	\$5,000.00	\$5,000.00
20	10% Contingencies	1	LS	\$16,976.00	\$16,976.00	\$29,359.00	\$29,359.00	\$29,665.90	\$29,665.90
TOTAL				\$186,736.00		\$322,949.00		\$326,324.90	

				Tri Scapes, Inc.		Zaver Enterprises, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
2	Warranties & Bonds	1	LS	\$6,000.00	\$6,000.00	\$51,000.00	\$51,000.00
3	Clearing & Grubbing Complete	1	LS	\$2,250.00	\$2,250.00	\$28,200.00	\$28,200.00
4	Erosion Control (all included for phases 1-3)	1	LS	\$7,800.00	\$7,800.00	\$1,500.00	\$1,500.00
5	Grading Complete	1	LS	\$67,500.00	\$67,500.00	\$14,500.00	\$14,500.00
6	Install complete GAB base course, 5"-8" Thick incl. material	630	TN	\$71.25	\$44,887.50	\$35.00	\$22,050.00
7	Install complete Concrete Sidewalk, 4 in (with brick accents per city including HC ramps	40	SY	\$151.88	\$6,075.20	\$150.00	\$6,000.00
8	Concrete Curb & Gutter, 6 in x 24 in, Tp. 2	450	LF	\$23.25	\$10,462.50	\$18.00	\$8,100.00
9	Concrete Valley gutter, 6 in	60	SY	\$91.13	\$5,467.80	\$63.00	\$3,780.00
10	Bollard 6 in diameter	10	EACH	\$2,437.50	\$24,375.00	\$250.00	\$2,500.00
11	Concrete wheel stops	26	EACH	\$240.00	\$6,240.00	\$100.00	\$2,600.00
12	Install complete outlet control structure	1	LS	\$8,062.50	\$8,062.50	\$9,000.00	\$9,000.00
13	Remove & Install complete new Double grate inlet as per plan	1	EACH	\$14,625.00	\$14,625.00	\$9,000.00	\$9,000.00
14	Install complete 36" (RCP) Pipe (incl. excavation, & bedding)	40	LF	\$133.13	\$5,325.20	\$300.00	\$12,000.00
15	Install complete Dumpster Pad including ramps, gates & painting as per the drawings	1	LS	\$96,750.00	\$96,750.00	\$74,070.00	\$74,070.00
16	Asphalt Paving Surface Course Super Pave 9.5 mm GP 2 only, incl. materials, H lime & Tack	120	TN	\$205.20	\$24,624.00	\$180.00	\$21,600.00
17	Asphalt Paving Binder Course Super Pave 19mm GP 2 only, incl. materials, H lime & Tack	150	TN	\$180.00	\$27,000.00	\$150.00	\$22,500.00
18	Install complete Pavement Striping including HC Signage	1	LS	\$9,000.00	\$9,000.00	\$900.00	\$900.00
19	Landscaping complete as per plan	1	LS	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00
20	10% Contingencies	1	LS	\$38,294.47	\$38,294.47	\$29,980.00	\$29,980.00
TOTAL				\$421,239.17		\$329,780.00	

Recommended Vendor:

Bayne Development Group, LLC.
 31 S. Center Street
 Winder, GA 30680
 P: 706-224-7877
est@baynedg.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item: Tritech Software Systems

Department: Police and E911

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: \$100,165.57

Presented By: Chief Tim Wallis

Action Requested: Approval to renew Tritech Software Systems

Summary: Approve the renewal of Tritech Software Systems annual subscription and maintenance fees for Zuercher Suite software for Police and E911.

Fiscal Impact: \$90,149.01, 90% of the annual cost comes out of the Police Service Contracts GL: 1003210-522210. \$10,016.56, 10% of the annual cost comes out of the E911 Service Contracts GL: 2153800-522210

Background: Zuercher Suite is the CAD and RMS software used by the Police Department and E911.

Attachments/Exhibits:

Tritech Software Systems (Invoice 321576)

Invoice



Invoice No (1 of 1)
321576

Date
6/15/2021

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1 of 6

Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Lawrenceville Police, GA
Douglas Schad
P.O. Box 2200, 300 Jackson Street
Lawrenceville GA 30045
United States

Ship To

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Lawrenceville GA 30045
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	7/15/2021

Description	Units	Rate	Extended
Contract No. Q-45893			
1 CAD - Priority SMS Paging Subscription Core (Agency Site Lic - Annual Subscription Fee) ledsSuite - SMS Gateway Service (2500 message per month) (Fee is included in maintenance amount after year one) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$4,020.29	\$4,020.29
2 Mapping AVL (Agency Site License): Full-Time CAD Workstation - Annual Maintenance Fee ledsMapping - AVL Client Licenses (Desktop) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$1,507.61	\$1,507.61
3 Portal Server License Annual Maintenance Fee - Annual Maintenance Fee ledsPortal - (Web View & Print) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,546.18	\$2,546.18
4 ledsRecords-Municipal Courts Export (ledsReporting CSV Export - Annual Maintenance Fee) ledsRecords -Municipal Courts Export (ledsReporting CSV Export) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
5 Mobile AVL Annual Maintenance Fee - Annual Maintenance Fee ledsMobile AVL - Client Licenses (Hardware not Included) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,211.45	\$2,211.45
6 Mobile CAD Annual Maintenance Fee - Annual Maintenance Fee ledsMobile CAD - Client Licenses (Includes NCIC Client) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$6,513.13	\$6,513.13
7 Mobile Core Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Server / Software - Additional 50 mobiles Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$1,708.62	\$1,708.62
8 Mobile Core Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Server / Software - First 50 mobiles Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$803.95	\$803.95

90%
\$90,149.01
1003210-522210
Service Contracts

10% \$10,016.56
2153800-522210
Service Contracts



Invoice

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321576

Date
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	7/15/2021

	Description	Units	Rate	Extended
9	Mobile eCitations Annual Maintenance Fee - Annual Maintenance Fee ledsMobile - GA E-Citation Client Licenses Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$3,870.49	\$3,870.49
10	Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Mapping Client License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$7,960.23	\$7,960.23
11	Mobile Records Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Records Client License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$13,749.41	\$13,749.41
12	Records - N-DEx Adapter (IA IEPD) Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - N-DEx Adapter (IA IEPD) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
13	Records Accident Reporting Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - GA Crash/Accident Server License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,110.65	\$2,110.65
14	Records Accident Reporting Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - GA DOT Accident Reporting Export Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$1,507.61	\$1,507.61
15	Records Core Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - (named user) Client Licenses Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,613.24	\$2,613.24
16	Records Core Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - Base Server License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$3,919.78	\$3,919.78



Invoice

Invoice No (1 of 1)
321576

Date
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	7/15/2021

	Description	Units	Rate	Extended
17	Records eCitations Annual Maintenance Fee - Annual Maintenance Fee IedsRecords - GA E-Citations Server License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,110.65	\$2,110.65
18	Reporting Core Annual Maintenance Fee - Annual Maintenance Fee IedsReporting Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
19	Reporting Universal Interface Engine Annual Maintenance Fee - Annual Maintenance Fee IedsReporting Universal Interface Engine Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
20	ZSuite - Crime Reports Interface (Export) Annual Maintenance - Annual Maintenance Fee Zuercher Suite - Crime Reports Interface (Export) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$868.22	\$868.22
21	ZSuite - GCIC/NCIC Interface (Basic Queries) Annual Maintenance - Annual Maintenance Fee IedsSuite - GCIC/NCIC Interface (5 Standard Queries) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,278.16	\$2,278.16
22	NCIC Interface (Standard) Annual Maintenance Fee - Annual Maintenance Fee Zuercher Suite - NCIC Interface (Additional States Data Mining) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$1,519.96	\$1,519.96
23	ZSuite Production Server Hardware Maintenance - Annual Maintenance Fee IedsSuite Base Production Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$4,020.29	\$4,020.29
24	ZSuite Production Server Hardware Maintenance - Annual Maintenance Fee IedsSuite Base Production - Additional 50 users Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$837.57	\$837.57



Invoice

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Date
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	7/15/2021

	Description	Units	Rate	Extended
25	ZSuite Training/Testing Server Hardware Maintenance - Annual Maintenance Fee ledsSuite Base Production Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$837.57	\$837.57
26	ZSuite Training/Testing Server Hardware Maintenance - Annual Maintenance Fee ledsSuite Base Production - Additional 50 users Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,177.66	\$2,177.66
27	ZSuite Warm Standby Server - Annual Maintenance Fee ledsSuite Warm Standby Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$4,187.80	\$4,187.80
28	ZSuite Warm Standby Server - Annual Maintenance Fee ledsSuite Warm Standby - Additional 50 users Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$837.08	\$837.08
29	Administration Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee ledsAdministration - (named user) Client Licenses Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$351.09	\$351.09
30	Administration Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee ledsAdministration - Base Server License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$1,176.60	\$1,176.60
31	CAD - E911 (ANI/ALI) Interface Annual Maintenance Fee - Annual Maintenance Fee ledsCAD - E911 (ANI/ALI) Interface Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
32	CAD - Rip and Run (Fax/Email) Interface Annual Maintenance F - Annual Maintenance Fee CAD - Rip and Run (Fax/Email) Interface Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
33	CAD Core Annual Maintenance Fee - Annual Maintenance Fee ledsCAD - Base Server License Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$2,010.14	\$2,010.14



Invoice

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Invoice No (1 of 1)
321576

Date
6/15/2021

Page
5 of 6

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12919	Lawrenceville Police, GA		USD	Net 30	7/15/2021

	Description	Units	Rate	Extended
34	CAD Core Annual Maintenance Fee - Annual Maintenance Fee ledsCAD - Call Taker/Dispatcher Client Licenses (Single-Jurisdictional) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$3,618.27	\$3,618.27
35	CAD Core (Seat License) for Backup/Supervisor/Part-Time Work - Annual Maintenance Fee ledsCAD - Overflow/Administration Client Licenses (Single-Jurisdictional) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$703.55	\$703.55
36	Mapping Core Annual Maintenance Fee - Annual Maintenance Fee ledsMapping GIS Basic Data Prep Work Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$6,030.43	\$6,030.43
37	Mobile Accident Reporting Annual Maintenance Fee - Annual Maintenance Fee ledsMobile - GA Crash/Accident Report Client Licenses Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$7,035.05	\$7,035.05
38	Panasonic U1 Handheld for Portable Evidence Management Annua - Annual Maintenance Fee Panasonic U1 Handheld for Portable Evidence Management Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$0.00	\$0.00
39	Mapping Core Annual Maintenance Fee - Annual Maintenance Fee ledsMapping - Client Licenses (Includes ESRI Software) Maintenance: Start:7/10/2021, End: 7/09/2022	1	\$4,522.84	\$4,522.84



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12919	Lawrenceville Police, GA		USD	Net 30	7/15/2021

**Please include invoice number(s) on your remittance advice,
made payable to Tritech Software Systems**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$100,165.57

Tax \$0.00

Invoice Total \$100,165.57

Payments Applied \$0.00

Balance Due **\$100,165.57**

Invoice

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Virtual Academy Training
Department:	Police Department
Date of Meeting:	Monday, October 25, 2021
Fiscal Impact:	\$4,725.00
Presented By:	Phil Byers, Captain
Action Requested:	Approval to purchase One Hundred and Five (105) subscriptions to Virtual Academy to be funded by Local Asset Forfeiture 211-111111 for the first year, then to be budgeted subsequent years.

Summary: Virtual Academy is a Training Management System that provides online virtual training to all employees within the department from a library of over 100 courses. Virtual Academy gives training staff better ability to track individuals training, create required training, post training bulletins, and create department specific training modules.

Background: One of the biggest complaints about training is officer's having to come in on their days off. Implementing this technology will reduce both overtime and fatigue on officers, allowing supervisors to assign officers to selected training times while on duty, while still accomplishing annual departmental and state requirements, and much more.

Fiscal Impact: Amount of \$4,725.00 to be funded by Local Asset Forfeiture 211-111111 for the first year, then to be budgeted subsequent years.

Attachments/Exhibits:

Letter of Explanation
 Virtual Academy Solution User Agreement
 Virtual Academy Course Listing



Timothy Wallis
Chief of Police

LAWRENCEVILLE

POLICE DEPARTMENT

To: Major Myron Walker
From: Captain Philip Byers
Date: September 1, 2021
RE: Purchase of Virtual Academy

Request: The purchase of One Hundred and Five (105) subscriptions to Virtual Academy to be funded by Drug Seizure Funds in the amount of **\$4,725.00** for the first year, then to be budgeted subsequent years.

Description: Virtual Academy is a training Management System that provides online training to all employees within the department from a library of over 100 courses. Virtual Academy gives training staff better ability to track individuals training, create required training, post training bulletins, and create department specific training modules.

Benefits: One of the biggest complaints about training is officer's having to come in on their off days. Implementing this technology will reduce both overtime and fatigue on officers, allowing supervisors to assign officers to selected training times while on duty, while still accomplishing annual departmental and state requirements, and much more.

VIRTUAL ACADEMY SOLUTION AGREEMENT

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the "Agreement") is entered into as of the date of the later signature below ("Effective Date") by and between Virtual Academy, a division of Savant Learning Systems, Inc. ("Virtual Academy"), and the law enforcement agency identified below ("Law Enforcement Agency").

WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a "Solution" and, collectively, the "Solutions") designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy's custom on-line training management system ("TMS"), currently offered under the brand "Virtual Academy."

WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency ("Elected Solution(s)") as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

Terms and Conditions

Instructions

1. Review Agreement in its entirety and ensure it appears correct for billing purposes.
2. Review terms and conditions link (above)
3. Once your review is complete, click "Accept" in the top right corner to confirm purchase.

Lawrenceville , GA

Capt Philip Byers

300 Jackson St LAWRENCEVILLE , GA 30046

DESCRIPTION	QUANTITY	RATE	PRICE(\$)
Virtual Academy Full T.M.S. and Unlimited Courses	105	45.00	4725.00

TMS Access & Unlimited Courses

Training:

All training courses available at time of Implementation. (Currently over 250 hours)

- ☐ New training courses released during invoice period
- ☐ Course Builder for internal training
- ☐ Track External & Internal Training

General Orders: (Policy Management)

- ☐ Resource to all department staff
- ☐ Tracks and allows for "testing out"
- ☐ Offer consistent, clear instruction to your officers

Communication:

- ☐ Secure Internal Messaging
- ☐ Resources for Document Management
- ☐ Instant Announcements
- ☐ Integrated Departmental Calendar
- ☐ Automated Email and Text Alerts
- ☐ Profile Directory

Records Management

- ☐ Automatic grading of assessments
- ☐ System-generated certificates

Cloud-hosted and secure system hosted with Amazon Web Services

- ☐ 24/7 Technical support to each user.
- ☐ Guided implementation and setup

☐ Training & orientation

9.

Quoted price includes all the above services. Virtual Academy does not charge maintenance fees or upfront startup costs.



VIRTUAL ACADEMY®

COURSE LISTING



GA POST APPROVED
PROVIDER



GACP STRATEGIC
PARTNER

Georgia

GEORGIA POST APPROVED PROVIDER

The Premier Solution for Public Safety Trainers

Leadership

- Advanced Internal Affairs Investigations (4 hrs)
- Body-Worn Cameras & Electronic Recording Considerations (1 hr)
- Conducting a SWOT Analysis (1 hr)
- Crime Mapping: Evidence-Based Policing (3 hrs)
- Ethical Issues for Law Enforcement (3 hrs)
- Ethical Leadership (2 hrs)
- Field Training Programs: An Introduction (2 hrs)
- Field Training Programs: Correcting Poor Performance (2 hrs)
- Field Training Programs: Utilizing the Daily Observation Report (2 hrs)
- Human Fatigue in 24/7 Operations (1 hr)
- Introductory Internal Affairs Investigation (2 hrs)
- Strategic Planning (2 hrs)
- Team Building for Command Staff (1 hr)
- The Leadership Role in Public Service (2 hrs)
- Transitioning to Life After Public Service (5 hrs)
- Using the DISC Diagnostic Tool (2 hrs)

General Patrol

- NEW!** ► A New Approach to Officer Safety: CLEAR Thinking (2 hrs)
- Autism Awareness for First Responders (1 hr)
- Basic Computer Skills (2 hrs)
- Behavior Science: Violence Prediction and Control: A Primer (1 hr)
- NEW!** ► Bloodborne and Airborne Pathogens and PPE Use (1 hr)
- Child Sexual Abuse (4 editions) (3, 4, 5, & 6 ed. - 1 hr ea.)
- Close Contact Edged Weapons Defense (2 hrs)
- Combating Human Trafficking (4 hrs)
- Communication and Intrinsic Bias (1 hr)
- Community Policing in the 21st Century (2 hrs)
- Courtroom Security (1 hr)
- Courtroom Testimony (2 hr)
- Cultural Competency: Racial Profiling & Implicit Bias Part 1 (2 hrs); Part 2 (2.5 hrs)
- De-escalation for Law Enforcement (1 hr)
- Dog Encounters for Law Enforcement Officers (2 hrs)
- Domestic Violence: Call Through Investigations (2 hrs) *
- Effective Communication for Law Enforcement (2 hrs)
- Emergency Vehicle Operations Course (EVOC) (3 editions) (2 & 3 ed.-2 hrs ea.) 2020 ed. (1 hr)
- NEW!** ► Ethical Issues for Law Enforcement: A Primer (1 hr)
- Fentanyl, Opioids, and Naloxone (Narcan) Use (1 hr)
- Firearms Training Series (13 courses) (9.5 hrs total) *
- Fitness for First Responders: Yoga (3 hrs)
- Hazardous Materials Awareness Introduction for Law Enforcement (2 hrs)
- NEW!** ► High Threat Response Ballistics Lab (1 hr)
- NEW!** ► Implicit Bias for Law Enforcement (1 hr)
- Indicators of Child Abuse (3 hrs)
- Interacting With Drivers Who Are Deaf or Hard of Hearing (1 hr)
- Introduction to Racial Profiling (1 hr)
- Introduction to Use of Force (1 hr)
- MACTAC: Active Shooter Response (2 hrs)
- Mental Illness (2 editions) (1 ed.-2 hrs; 3 ed.-2 hrs)
- Missing and Exploited Children (3 hrs)
- Officer-Involved Domestic Violence (1 hr)
- Officer-Involved Shootings: Mental Wellness and Liability (1 hr)
- On Combat: A Primer (1 hr) *
- On Killing: A Primer (1 hr) *
- Psychological Compliance and De-escalation (1 hr)
- Police Health and Mental Wellness (2 hrs)
- Proper Restraints and Holds Techniques (2 hrs)
- Racial Profiling and Drug Interdiction (1 hr)
- Racial Profiling for Traffic Stops and Field Contacts (1 hr)
- Responding to a Scene (1 hr)
- Security Assessment for Places of Worship (1 hr)
- Sovereign Citizens (2 hrs)
- Suicide Prevention (2 hrs)
- Survival Spanish (1 hr)
- Terrorism in the Modern World (1 hr)
- The Bulletproof Mind: A Primer (2nd ed) (2 hrs)
- Use of Force and Liability Issues (1 hr) *
- Writing Better Police Reports (1 hr)

Telecommunications

- Autism Awareness for 9-1-1 Telecommunicators (1 hr)
- Call Handling for the Telecommunications Center (1 hr)
- Counseling and Discipline for the Telecommunications Center (1 hr)
- De-escalation for Telecommunicators (1 hr)
- Effective Communication for Telecommunicators (2 hrs)
- HR Practices for the Telecommunications Center (1 hr)
- Implementing Text to 9-1-1 in the PSAP (1 hr)
- Interpersonal Communication (1 hr)
- Personnel Issues (1 hr)
- Quality Assurance and Improvement in the PSAP (1 hr)
- Responding to an Active Violence Event (1 hr)
- Servant Leadership in the PSAP (1 hr)
- Supervision 101 for the Telecommunications Center (1 hr)
- NEW!** ► Telecommunicator CPR (3 hrs)
- Understanding Stress for the Telecommunicator (1 hr)
- Wellness and Resiliency in 9-1-1 (2 hrs)

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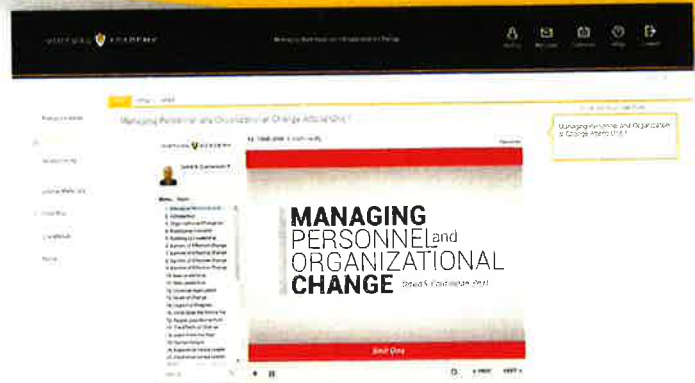
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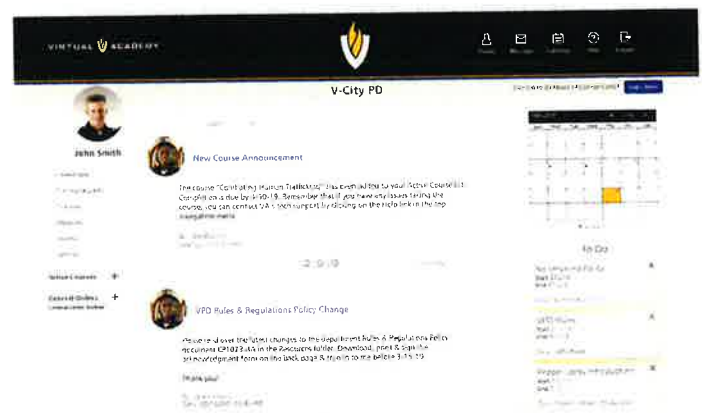
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Investigations

- ▶ Components of Child Abuse Investigations (2 hrs)
- ▶ Executing Search Warrants (1 hr)
- ▶ Eyewitness Evidence/Identification (3 hrs)
- ▶ Fingerprint Identification and Preservation Methods (3 hrs)
- ▶ Firearms Investigations Training (3 hrs)
- ▶ Investigating Family Violence (1 hr)
- ▶ Investigating Sexual Assault (2 hrs)
- ▶ Investigating Sexual Offenders (1 hr)
- ▶ Investigative Strategies for Child Abuse (3 hrs)
- ▶ Investigative Techniques for Social Media: Parts 1, 2 and 3 (2 hrs each Part)
- ▶ ISIS and Social Media (1 hr)
- ▶ Packaging and Submission of Forensic Evidence (2 hrs)
- ▶ Practical Kinesic Interviewing: Part 1 (4 hrs)
- ▶ Practical Kinesic Interviewing: Part 2 (4 hrs)
- ▶ Statement Analysis® Interviewing Techniques (2 hrs)
- ▶ Violent Jihadist Radicalization: Case Study of the Toronto 18 (3 hrs)

School Safety

- ▶ AMBER and Silver Alert Initiatives (2 hrs)
- ▶ Building K-12 Options-Based Response Programs (2 hrs)
- ▶ Emergency Operations Planning for Schools (1 hr)
- ▶ K-12 Active Shooter: The Mindset to Win (1 hr)
- ▶ Role of the SRO (2 hrs)
- ▶ School Vulnerability Assessment (3 hrs)
- ▶ Six Senses of School Safety (3 hrs)
- ▶ The Root of Violence Part 1: Lessons from Jonesboro on School and Gang Violence (2 hrs)
- ▶ The Root of Violence Part 2: The External Threat and Predicting Terrorist Attacks (2 hrs)
- ▶ The Root of Violence Part 3: School Violence Prevention and Management Tactics (2 hrs)

Constitutional Criminal Law and Procedures

- ▶ 4th Amendment (Exclusionary Rule and Remedies) (1 hr)
- ▶ 6th Amendment (Right to Counsel, Impartial Jury) (1 hr)
- ▶ Arrests and Terry Stops and Warrantless Searches (Exceptions) (2 hrs)
- ▶ Introduction to Constitutional Criminal Law and Procedure (1 hr)
- ▶ Miranda and the Interview (1 hr)
- ▶ Search Warrants and Probable Cause (1 hr)
- ▶ Suspect ID's (Lineup, Show up) (1 hr)
- ▶ The Criminal Trial (1 hr)
- ▶ The Pretrial Process (1 hr)

Corrections

- ▶ Corrections Communities (1 hr)
- ▶ Effectively Managing LGBTI Inmates (1 hr)
- ▶ Personal, Cell, and Area Searches (1 hr)
- ▶ PREA 101: Basic Introduction to PREA (1 hr)
- ▶ PREA First Responder Duties, Protocols and Investigations (1 hr)
- ▶ Professionalism and Ethics (1 hr)
- ▶ Segregation (Inmates) (1 hr)

Upcoming Courses

- ▶ Autism Response for Law Enforcement
- ▶ Emotional Intelligence and Duty to Intervene
- ▶ Harassment and Discrimination Training for Law Enforcement
- ▶ Harassment and Discrimination Training for Supervisors
- ▶ Introduction to De-escalation
(Featured Course, back cover)
- ▶ Leading Without Rank: Leadership for the Line Officer—A Primer
- ▶ Public Assembly and Community Interaction
- ▶ Tactical First Aid and Tourniquet
- ▶ The Transformational Trainer - A Primer

Introduction to De-escalation

Hours: 1



Course description:

This course will cover the basics of de-escalation and techniques that can be deployed to help officers defuse volatile situations.

Trainees objectives:

- ▶ Develop a practical definition of the term "de escalation" as it applies to law enforcement operations.
- ▶ Able to discuss challenges that responding to persons in crisis creates for first responders
- ▶ How to utilize given template for a needs assessment to dictate a proper communication approach

Instructors:

John Bostain and Michael Warren



John Bostain is the President of Command Presence, LLC and has committed the last 23 years to law enforcement, 20 of which as a trainer. John has presented nationally and internationally on contemporary law enforcement topics such as dynamics of officer/citizen encounters, use of force, human performance factors, and instructor development. John's certified as a Force Analyst by the Force Science Institute (FSI) and holds a B.S.Ed. in Adult Education from Valdosta State University. He is a Core Instructor Trainer for the Below 100 Program and is a member of the instructional staff of the BJA VALOR for Blue program. John is also an Advisory Board Member of ILEETA.

Michael Warren is a 23-year law enforcement veteran who has served as a patrol officer, FTO, detective, DEA Task Force Officer, patrol sergeant, and Training and Standards Sergeant. He has developed and taught several courses geared to promote community relations and public support for law enforcement. Michael has a M.B.A. and M.S.C.J. degree and is a graduate of the Michigan State University School of Police Staff and Command. Michael is certified as a Force Science Analyst and is a member of ILEETA and IALEFI.



LAWRENCEVILLE

GEORGIA

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

Item: APPL2021-00004; Hoang Diem Thuy Vo; 180 Canterbury Lane

Department: Planning and Development

Date of Meeting: Monday, October 25, 2021

Presented By: Todd Hargrave

Action Requested: Appeals from the Board of Appeals to City Council

Summary: The applicant is requesting an appeal to the Board of Appeals Decision to deny the petition to allow to have more than 35% impervious surface in the front yard of the property.

Attachments/Exhibits:

- **APPL2021-00004** Appeal from applicant
- **VAR2021-00060** Report
- **VAR2021-00060** Attachments

Hoang Diem Thuy Vo
180 Canterbury Lane,
Lawrenceville, GA 30046

RECEIVED SEP 23 2021

September 23, 2021

Chuck Warbington, City Manager
City Council
70 S Clayton Street,
P.O. Box 2200,
Lawrenceville, GA 30046

Dear City Manager Warbington and Council Members,
First, thank you for your time.

I, Hoang Diem Thuy Vo, am writing to appeal the Board of Zoning Appeals' decisions for missing the City Council meeting on Sep-20-2021. I am so sorry about I couldn't come to the meeting because I didn't receive any written or verbal invitation for this meeting.

I hope could you make another appointment with me as soon as possible.

This is the reason,
Currently, while it is raining and after the rain, the water on the grass (in front of the main door, left to the driveway) does not evaporate quickly and leaves a big puddle. Therefore, it is very slippery to walk. I felt twice after getting home from work and was slightly injured. To rectify this dangerous situation, I had to add cement near the driveway and a small cement path to the house backyard. And now I have overcome the above situation.

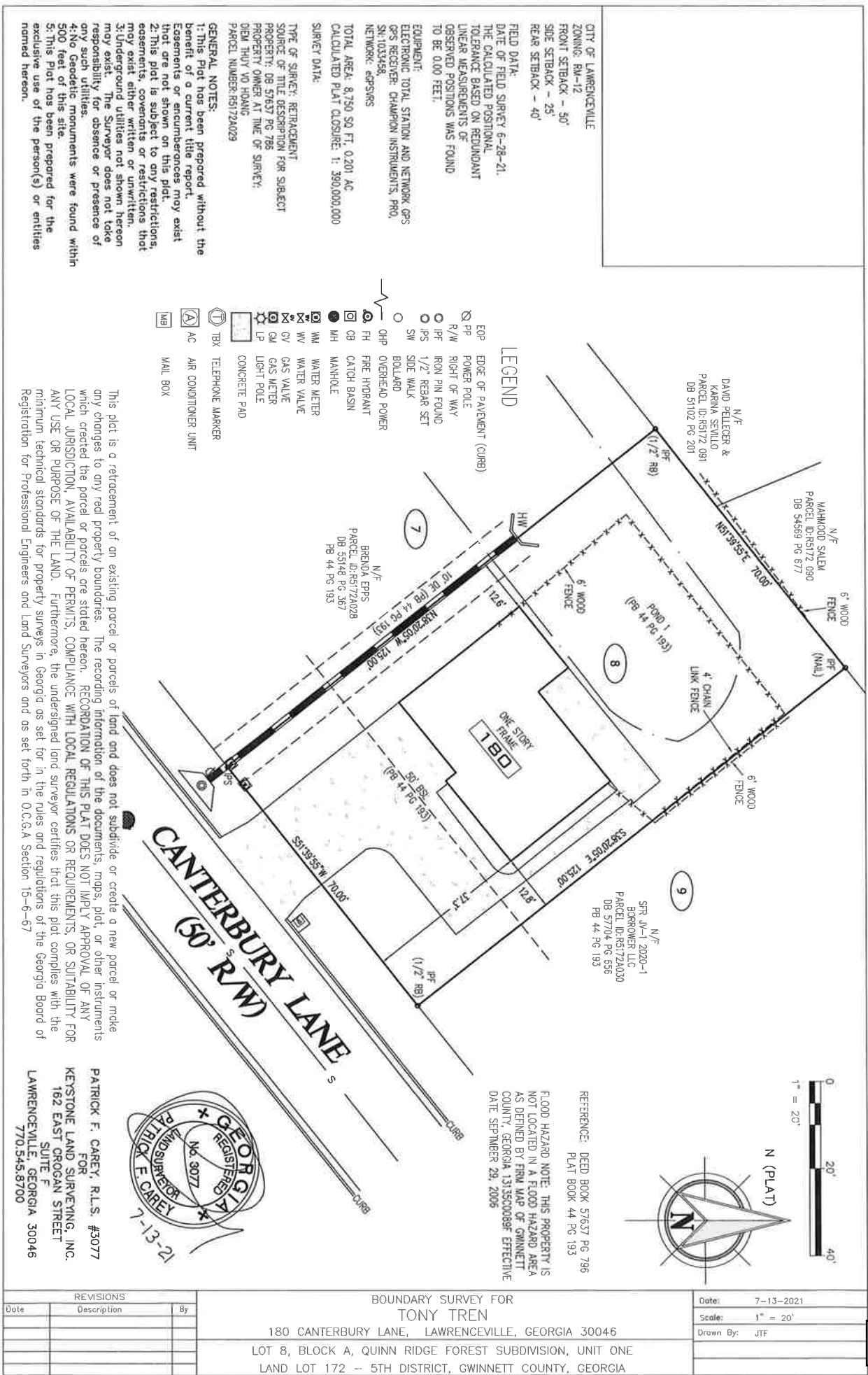
I am happy to meet to discuss this further.

Thank you for taking the time to read this letter.

Respectfully,



Hoang Diem Thuy Vo



LEGAL DESCRIPTION
180 Canterbury Lane

All that tract or parcel of land lying and being in Land Lot 172 of the 5th District of Gwinnett County, Georgia, and being Lot 8, Block A in Quinn Ridge Forest Subdivision recorded in Plat Book 44, Page 193 and being more particularly described as follows:

BEGINNING at the intersection of the easterly right of way of New Hope Road (80' R/W) and the northerly right of way of Canterbury Lane (60 R/W) thence easterly along the northerly right of way of Canterbury Lane a distance of 214.17 feet to a point thence South 41 degrees 58 minutes 29 seconds West a distance of 4.80 feet thence proceeding easterly along the northerly right of way of Canterbury Lane (50' R/W) a distance of 784.74 feet to an iron pin set; and said point being the TRUE POINT OF BEGINNING; from said the POINT OF BEGINNING as thus established;

Thence, North 38 degrees 20 minutes 05 seconds West a distance of 125.00 feet to a found ½" rebar;

Thence, North 51 degrees 39 minutes 55 seconds East a distance of 70.00 feet to a found nail;

Thence, South 38 degrees 20 minutes 05 seconds East a distance of 125.00 feet to a found ½" rebar;

Thence, South 51 degrees 39 minutes 55 seconds West a distance of 70.00 feet to an iron pin set;

Said point being the TRUE POINT OF BEGINNING as shown as 180 Canterbury Lane on a survey prepared by Keystone Land Surveying dated 7-13-2021.



LAWRENCEVILLE

GEORGIA

WHEREAS, the City of Lawrenceville Board of Appeals held a duly advertised public hearing, with notice published in the Gwinnett Daily Post, the Official news Organ of the County, for a variance from the Zoning Ordinance, as described below and which is incorporated herein and made a part hereof by reference:

CASE NUMBER: VAR2021-00060

Appeal Description:	Front Yard Impervious Surface
Applicant Name:	Hoang Thuy
Development Type:	Residential
Ordinance:	Zoning Ordinance, Article 5 Parking
Code Section:	Section 504 Residential Parking Driveways A.5 and 6.
Property Address:	180 Canterbury Lane
Parcel #:	R5172A029

The property has a Code Enforcement Case (CEU2021-03333) for extending the driveway without a permit. When the applicant attempted to submit the permit, the survey indicated the impervious surface may be greater than 35 percent, therefore, requesting a variance.
Article 5, Section 504.A5 states:

- Additional parking/vehicle turnaround pads shall be limited to one pad per lot no greater than 20 feet by 20 feet, and shall be setback at least 10 feet from the right-of-way.
 - The applicant’s parking/turnaround exceeds the square footage allowed.

Article 5, Section 504.A.6 states:

- Impervious surfaces in the front yard area are limited to 35 percent. A variance shall be required for impervious surfaces exceeding 35 percent of the front yard area.
 - The applicant did the work prior to getting a permit.

The Planning and Development Department recommends denial of the request due to the execution of the parking/turnaround exceeding the allowed impervious surface prior to obtaining permit.



LAWRENCEVILLE

GEORGIA

Reading and Adoption

Name	Title	Attendance	Vote	Motion To
Mark Burson	Chairman			
John Pentecost	Vice Chairman			
Richard Hall	Board Member			
Rory Johnson	Board Member			
Bill Perkins	Board Member			

Date of Action:
Mover:
Seconder :
Vote Carried:
Action Taken:

Action Certified By:
Title:
Date:



LAWRENCEVILLE

GEORGIA

10.

VARIANCE APPLICATION

Variance applications may only be accepted for height, area and size of structure or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance.

Applicant: _____

Owner: Hoang D Thuy Vo

Address: NA

Address: 180 Canterbury Lane

Lawrenceville, GA 30046

Telephone: _____

Telephone: 678674 0506

Contact person: Dang Nguyen

Contact telephone: 404 953 8995

Email: thuyvo10101989@gmail.com

PROPERTY IN QUESTION

Street Address: 180 Canterbury Lane, Lawrenceville GA 30046

Property identification number: (Tax parcel number) 1 / 1 / 1

Present zoning: RM12

Variance(s) requested:

504 # 6 allow 35 percent.

Signature of applicant

Date

Signature of property owner

Date

Printed name

Date

Printed name

Date

Notary public

Date

Notary public



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770.963.2414 • www.lawrencevillega.org

LEGAL DESCRIPTION
180 Canterbury Lane

All that tract or parcel of land lying and being in Land Lot 172 of the 5th District of Gwinnett County, Georgia, and being Lot 8, Block A in Quinn Ridge Forest Subdivision recorded in Plat Book 44, Page 193 and being more particularly described as follows:

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Thence, South 38 degrees 20 minutes 05 seconds East a distance of 125.00 feet to a found ½" rebar;

Thence, South 51 degrees 39 minutes 55 seconds West a distance of 70.00 feet to an iron pin set;

Said point being the TRUE POINT OF BEGINNING as shown as 180 Canterbury Lane on a survey prepared by Keystone Land Surveying dated 7-13-2021.

INVOICE (INV-00006748)
FOR CITY OF LAWRENCEVILLE

10.

BILLING CONTACT
HOANG THUY VO
180



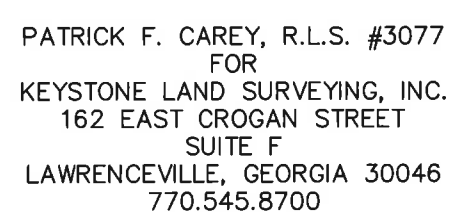
INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
INV-00006748	07/23/2021	07/23/2021	Due	RELIEF FROM ARTICLE 504.6 TO ALLOW MORE THAN 35% IMPERVIOUS SURFACE.

REFERENCE NUMBER	FEE NAME	TOTAL
VAR2021-00060	Single-Family Residential, One Lot	\$200.00
180 Canterbury Ln GA 30046		SUB TOTAL \$200.00

REMITTANCE INFORMATION

P.O. Box 2200
Lawrenceville, GA 30046

TOTAL **\$200.00**



GENERAL NOTES:

- 1: This Plat has been prepared without the benefit of a current title report. Easements or encumbrances may exist that are not shown on this plat.
- 2: This plat is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
- 3: Underground utilities not shown hereon may exist. The Surveyor does not take responsibility for absence or presence of any such utilities.
- 4: No Geodetic monuments were found within 500 feet of this site.
- 5: This Plat has been prepared for the exclusive use of the person(s) or entities named hereon.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plat, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set for in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A Section 15-6-67



LAWRENCEVILLE

GEORGIA

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

Item: SUP2021-00049; A 2nd Chance Bail Bond; 366 Reynolds Drive

Department: Planning and Development

Date of Meeting: Monday, October 25, 2021

Presented By: Todd Hargrave, Director of Planning and Development

**Planning and
Development
Department
Recommendation:** **Denial**

**Planning
Commission
Recommendation:** **Denial**

Summary: The applicant requests a Special Use Permit for 1.06-acre parcel zoned BG (General Business District) for the construction of a Bail Bonding facility. The subject property is located on the southeast intersection of Reynolds Road and Wimberly Way. The parcel is heavily wooded and undeveloped.

Attachments/Exhibits:

- SUP2021-00049 Report
- SUP2021-00049 Planning and Development Recommendations
- SUP2021-00049_PLANNING COMMISSION RECOMMENDATIONS
- SUP2021-00049 Attachments
- SUP2021-00049_EXHIBITS_10042021

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

CASE NUMBER	SUP2021-00049
APPLICANT	A 2 nd CHANCE BAIL BOND
CONTACT	BRIGGS ALLEN
PHONE NUMBER	770.365.3000
ZONING CHANGE	
LOCATION	366 REYNOLDS ROAD
PARCEL ID	R7012 021
ACREAGE	1.06
PROPOSED DEVELOPMENT	BAIL BONDING
DEPARTMENT RECOMMENDATION	DENIAL

REPORT:

The applicant requests a Special Use Permit for 1.06-acre parcel zoned BG (General Business District) for the construction of a Bail Bonding facility. The subject property is located on the southeast intersection of Reynolds Road and Wimberly Way. The parcel is heavily wooded and undeveloped.

The submitted site plan indicates the site would be cleared to construct a one-story building consisting of approximately 6,000 square feet of office space, with access driveways and parking areas. The site would include 40-foot front yard setback and 20-foot side and rear yard setbacks, which is inconsistent with the minimum requirements of the BG zoning classification. Therefore, the plans will require a revision reflecting the accurate building setbacks. The site plan indicates landscaping will be installed; however, the plans do not include information indicating compliance with the minimum requirements of the Development Regulations, Article VIII - Landscape Ordinance. At a minimum, a 10-foot Landscape Strips will be required adjacent to all right-of-ways. Access to the proposed development would be provided via a single curb cut extending from Wimberly Drive. As proposed, 24 parking spaces would be provided for the requested use, which could be consistent with the Zoning Ordinance, Article 5

Parking. Furthermore, the plans lack details relating to building materials used for exterior architectural treatments and stormwater management facilities.

The property is located in the Community Mixed Use Character Area of the 2040 Comprehensive Plan and Future Development Map. The Community Mixed Use character area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown, and could benefit from the “halo effect” of high-quality development already happening nearby. Therefore, as proposed the development may not result in a development considered consistent with the intent of the Community Mixed-Use Character Area.

The Buford Drive corridor could be described as a mix of commercial uses consisting primarily of automobile repair and maintenance facilities, automobile sales facilities, bail bonding facilities, fast-food establishments, retail serving commercial uses, and plethora of decrepit existing non-conforming structures and uses in need of extra attention due to neglect. There are currently nine-bail bonding facilities located within one mile of the subject property with the majority (7) of the facilities being located within the city limits. Additionally, two of the facilities are located within less than 1,000 feet of the subject property. In 2020, the City Council made a conscious effort to reduce the number of objectionable uses, which include bail-bonding facilities, within the city limits by adopting supplemental regulations specifically limiting bail-bonding facilities to an area north of SR 316 to properties fronting Buford Drive, along with the approval of a Special Use Permit. As proposed, the subject property does not have any property fronting Buford Drive. Therefore, the proposed facility may not be considered consistent with the intent of the rules and regulations of the City of Lawrenceville.

In conclusion, the City of Lawrenceville is in the process of changing its image, and allowing a bail-bonding facility at this location would appear to contradict the long-range plans of the city, which could be summarized as improving the quality of life of the community, creating positive opportunities and satisfying the intent of the Comprehensive Plan. Given the aforementioned factors, the Planning and Development Department recommendation is for **DENIAL** of the requested Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment

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

1. **Will the special use proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *No. The proposal could be considered inconsistent with the long-range plans of the city.*
2. **Will the special use proposal adversely affect the existing use or usability of adjacent or nearby property?** *Yes.*
3. **Does the property to be affected by the special use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the special use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the special use proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *No.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the special use proposal?** *In 2020, the City Council adopted the Zoning Ordinance containing a list of supplemental regulations limiting bail-bonding to an area north of SR 316 and properties having road frontage along Buford Drive.*

PLANNING AND DEVELOPMENT RECOMMENDATIONS

SUP2021-00049

Approval of Special Use Permit for a Bail Bond Facility, subject to the following enumerated conditions:

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

- A.** Special Use Permit for a Bail Bond Facility.
- B.** Any new construction or exterior renovations shall be finished with architectural treatments of brick, glass and/or stacked stone on the front facade and side and rear elevations. At a minimum, the existing building shall be repainted in neutral/earth tone color. Final exterior architectural treatments and colors shall be subject to the review and approval of the Director of Planning and Development.
- C.** The existing double-post sign shall be removed from the required 10-foot Side Yard Setback and Enhanced Landscape Strip, and replaced with a Ground Sign consisting of a minimum two-foot high brick base. The base and structure shall be constructed, and consist of materials consistent with the minimum requirements of the Article 7 Signs, subject to the review and approval of the Director of Planning and Development.
- D.** Billboards shall be prohibited.
- E.** Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- F.** No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- G.** Peddlers and/or parking lot sales shall be prohibited.
- H.** Outdoor storage and overnight parking shall be prohibited.
- I.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

2. To satisfy the following site development considerations:

- A. Obtain all necessary development and building permits within 180 days of the date of this approval, subject to the review and approval of the Director of Planning and Development.
- B. The site and structure shall be brought into compliance with all applicable building, development and zoning codes prior to business occupancy, and within 12 months of the date of this approval, subject to the review and approval the Director of Planning and Development.
- C. Allow the existing structure to encroach 9.2-feet into the required 10-foot side yard setback and encroach 28.8-feet into the required 50-foot front yard setback. The variance shall apply to the existing structure only. In the event the existing structure is demolished, expanded or modified to include additional square footage, the new construction shall be subject to rules and regulations of Article 1 Districts, governing building setbacks in the BG (General Business District) zoning classification.
- D. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
- E. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Buford Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to the review and approval by the Director of Planning and Development.
- F. No more than one entrance/exit onto Buford Drive.
- G. Dumpsters shall be screened by solid masonry walls with an opaque metal gate enclosure.
- H. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.

**PLANNING COMMISSION
RECOMMENDED CONDITIONS_10042021**

SUP2021-00049

Approval of Special Use Permit for a Bail Bond Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Special Use Permit for a Bail Bond Facility.
 - B. Any new construction or exterior renovations shall be finished with architectural treatments of brick, glass and/or stacked stone on the front facade and side and rear elevations. At a minimum, the existing building shall be repainted in neutral/earth tone color. Final exterior architectural treatments and colors shall be subject to the review and approval of the Director of Planning and Development.
 - C. The existing double-post sign shall be removed from the required 10-foot Side Yard Setback and Enhanced Landscape Strip, and replaced with a Ground Sign consisting of a minimum two-foot high brick base. The base and structure shall be constructed, and consist of materials consistent with the minimum requirements of the Article 7 Signs, subject to the review and approval of the Director of Planning and Development.
 - D. Billboards shall be prohibited.
 - E. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
 - F. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
 - G. Peddlers and/or parking lot sales shall be prohibited.
 - H. Outdoor storage and overnight parking shall be prohibited.
 - I. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

2. To satisfy the following site development considerations:

- A. Obtain all necessary development and building permits within 180 days of the date of this approval, subject to the review and approval of the Director of Planning and Development.
- B. The site and structure shall be brought into compliance with all applicable building, development and zoning codes prior to business occupancy, and within -12 months of the date of this approval, subject to the review and approval the Director of Planning and Development.
- C. Allow the existing structure to encroach 9.2-feet into the required 10-foot side yard setback and encroach 28.8-feet into the required 50-foot front yard setback. The variance shall apply to the existing structure only. In the event the existing structure is demolished, expanded or modified to include additional square footage, the new construction shall be subject to rules and regulations of Article 1 Districts, governing building setbacks in the BG (General Business District) zoning classification.
- D. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
- E. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Buford Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to the review and approval by the Director of Planning and Development.
- F. No more than one entrance/exit onto Buford Drive.
- G. Dumpsters shall be screened by solid masonry walls with an opaque metal gate enclosure.
- H. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.



LAWRENCEVILLE

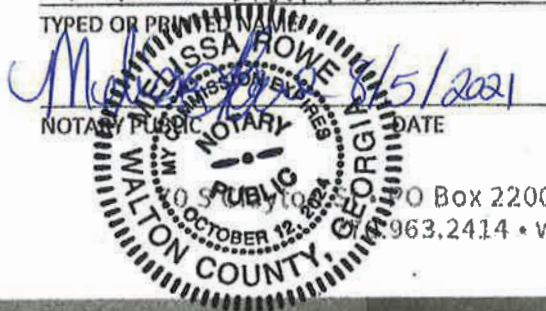
GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>A2ND CHANCE BAIL BOND</u>	NAME: <u>CHONG CHA KIM</u>
ADDRESS: <u>1409 POWDER SPRINGS RD</u>	ADDRESS: <u>876 CURTIS ST. APT. 3302</u>
CITY: <u>MARIETTA, GA 30064</u>	CITY: <u>HONOLULU</u>
STATE: <u>GA</u> ZIP: <u>30064</u>	STATE: <u>HI</u> ZIP: <u>96813-5162</u>
PHONE: <u>305-790-5090</u>	PHONE: <u>678-549-9446</u>
CONTACT PERSON: <u>BRIGGS ALLEN</u> PHONE: <u>770-365-3000</u>	
CONTACT'S E-MAIL: <u>BRIGGSALLEN7703653000@GMAIL.COM</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>B G</u> ACREAGE: <u>1.06</u>	
PARCEL NUMBER(S): <u>R7012021</u>	
ADDRESS OF PROPERTY: <u>366 REYNOLDS ROAD, LAWRENCEVILLE GA</u>	
PROPOSED SPECIAL USE: <u>BONDING COMPANY</u>	

[Signature]
SIGNATURE OF APPLICANT DATE

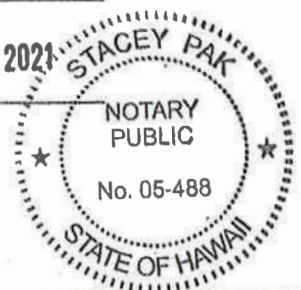
RYAN MATALON
TYPED OR PRINTED NAME



[Signature] AUG. 4. 21
SIGNATURE OF OWNER DATE

CHONG CHA KIM
TYPED OR PRINTED NAME

[Signature] AUG - 4 2021
NOTARY PUBLIC DATE



Box 2200 • Lawrenceville, Georgia 30046-2200
963.2414 • www.lawrencevillega.org

SUP 2021 - 00049

August 5, 2021

To Whom It May Concern:

We would like to build a 6,000 sqft brick office/commercial building. It would be occupied by A 2nd Chance Bail Bonds, a currently approved bonding company in Gwinnett County. The current zoning on this property is already zoned correctly for this purpose so no change is needed.

Regards,

A handwritten signature in black ink, appearing to read 'Ryan Matalon', with a stylized, cursive script.

Ryan Matalon

EXHIBIT "A"

BK 49802 PG 0160

ALL THAT TRACT or parcel of land lying and being in Land Lot 12 of the 7th District of Gwinnett County, Georgia, in the City of Lawrenceville, containing 1.08 Acres, more or less, according to plat of survey for West End Enterprises, Inc. prepared by Georgia Land Surveying Co., Inc. (Josh L. Lewis, III, Georgia Registered Land Surveyor No. 1751), dated November 12, 2004, and more particularly described as follows;

BEGINNING at a 1/2-inch rebar set at the point of intersection of the northeasterly side of Reynolds Road with the southeasterly side of Wimberly Way, and run thence along the southeasterly side of Wimberly Way North 61 degrees 02 minutes 25 seconds East a distance of 196.29 feet to a 1/2-inch rebar set at the northwest corner of property now or formerly owned by McGee; run thence South 25 degrees 30 minutes 14 seconds East along said McGee property a distance of 274.67 feet to a 1/2-inch rod located on the northwesterly side of Reynolds Road; run thence South 55 degrees 53 minutes 36 seconds West along the northwesterly side of Reynolds Road a distance of 98.41 feet to a nail set on the northeasterly side of Reynolds Road; run thence North 32 degrees 57 minutes 20 seconds West along the northeasterly side of Reynolds Road a distance of 44.42 feet to a 1/2-inch rebar set on the northerly side of Reynolds Road; run thence northwesterly along the northeasterly side of Reynolds Road an arc distance of 147.96 feet to a 1/2-inch rebar set, said arc having a radius of 139.20 feet and a chord bearing and distance of North 64 degrees 34 minutes 15 seconds West 141.09 feet; run thence North 40 degrees 17 minutes 21 seconds West and continuing along the northeasterly side of Reynolds Road a distance of 28.63 feet to a 1/2-inch rebar set; run thence North 24 degrees 27 minutes 25 seconds West and continuing along the northeasterly side of Reynolds Road a distance of 96.29 feet to the 1/2-inch rebar set at the point of beginning.

LESS AND EXCEPT any portion of the above described property lying within the existing easements or rights-of-way of Reynolds Road and Wimberly Way.

SUP 2021-02249

This field data upon which this plat is based has a closure of 1 foot in 10,000 feet, an angular error of .03 seconds per angle point and was adjusted using the Compass Rule Method. This plat has been calculated for closure and found to be accurate to 1 foot in 100,000 feet. An electronic field station and a 100 chain were used to gather the information used in the preparation of this plat. No State Plane Coordinate Monument found within 500' of this property.

LEGEND

These standard symbols will be found in the drawing.

- ▲ TRAVERSE POINT
- 1/2" REBAR SET
- IRON PIN FOUND
- CATCH BASIN
- ▢ DRAIN
- ⋈ FIRE HYDRANT
- ⋈ GUY WIRE
- ⋈ LIGHT POLE
- ⋈ MANHOLE
- ⋈ POWER POLE
- ⋈ COMMUNICATION MANHOLE
- SS — SS — SEWER
- E — E — ELECTRIC
- X — X — FENCE
- — — UNDERGROUND PIPELINE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
G1	139.25'	147.95'	141.03'	N 64°34'15" W	60°54'01"



GA. STATE HWY 20 & 124
R/W VARIES



DB 24234, PG 64
PB 19, PG 88

REFERENCE:

- BOUNDARY SURVEY PLAT DONE FOR PARCEL 21 BY JORDAN, JONES & GOULDING, BEARING SEAL OF CHARLES H. JACKSON, GEORGIA REGISTERED LAND SURVEYOR NO. 2351.
- SURVEY DONE FOR MRS. M.O. MCGEE BY GWINNETT COUNTY SURVEYOR S.R. FIELDS, DATED 11/9/81, LAST REVISED ON 8/12/82. PB 19, PG 88.

I HAVE THIS DATE, EXAMINED THE "FORM OFFICIAL FLOOD HAZARD MAP" AND FOUND IN MY OPINION REFERENCED PARCEL (IS NOT) IN AN AREA HAVING SPECIAL FLOOD HAZARDS, WITHOUT AN ELEVATION CERTIFICATION SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE DUE TO ITS OPINION FOR SAID PARCEL.

MAP ID 1303220205 C EFFECTIVE DATE: MAY 4, 1992



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



SURVEY PLAT FOR: REYNOLDS ROAD - PARCEL ID# 07-0012-021

WEST END ENTERPRISES, INC.

LAND LOT 12

7TH DISTRICT

SECTION

GWINNETT COUNTY, GEORGIA

LOT

BLOCK

UNIT

REVISION

BY

DATE

SUBDIVISION

SURVEYED:

DRAFTED:

PLOTTED:

PARTY CHIEF: GD

SHEET 1 OF 1

GEORGIA LAND SURVEYING CO., INC.

155 CLIFTWOOD DRIVE

ATLANTA, GEORGIA, 30328

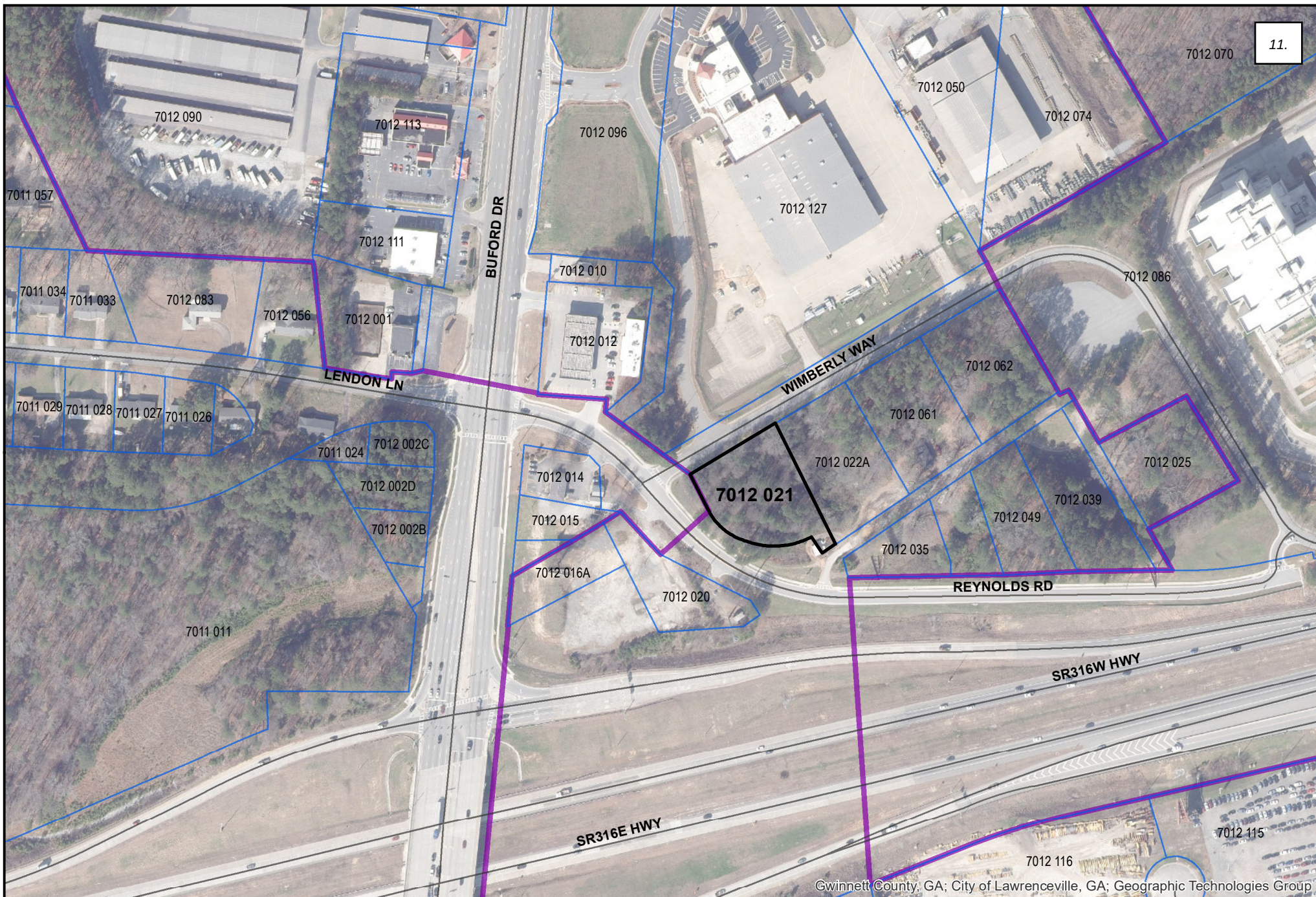
TELEPHONE (404) 255-4671, FAX (404) 255-6607

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR MAKING SAID PERSON, PERSONS, OR ENTITY.

ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED

Sup 2021.00049





Gwinnett County, GA; City of Lawrenceville, GA; Geographic Technologies Group

Legend

- Subject Property
- Parcels
- City Boundary

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

**FILE # SUP2021-00049
APPLICANT: CHONG CHA KIM
A 2ND CHANCE BAILBOND**



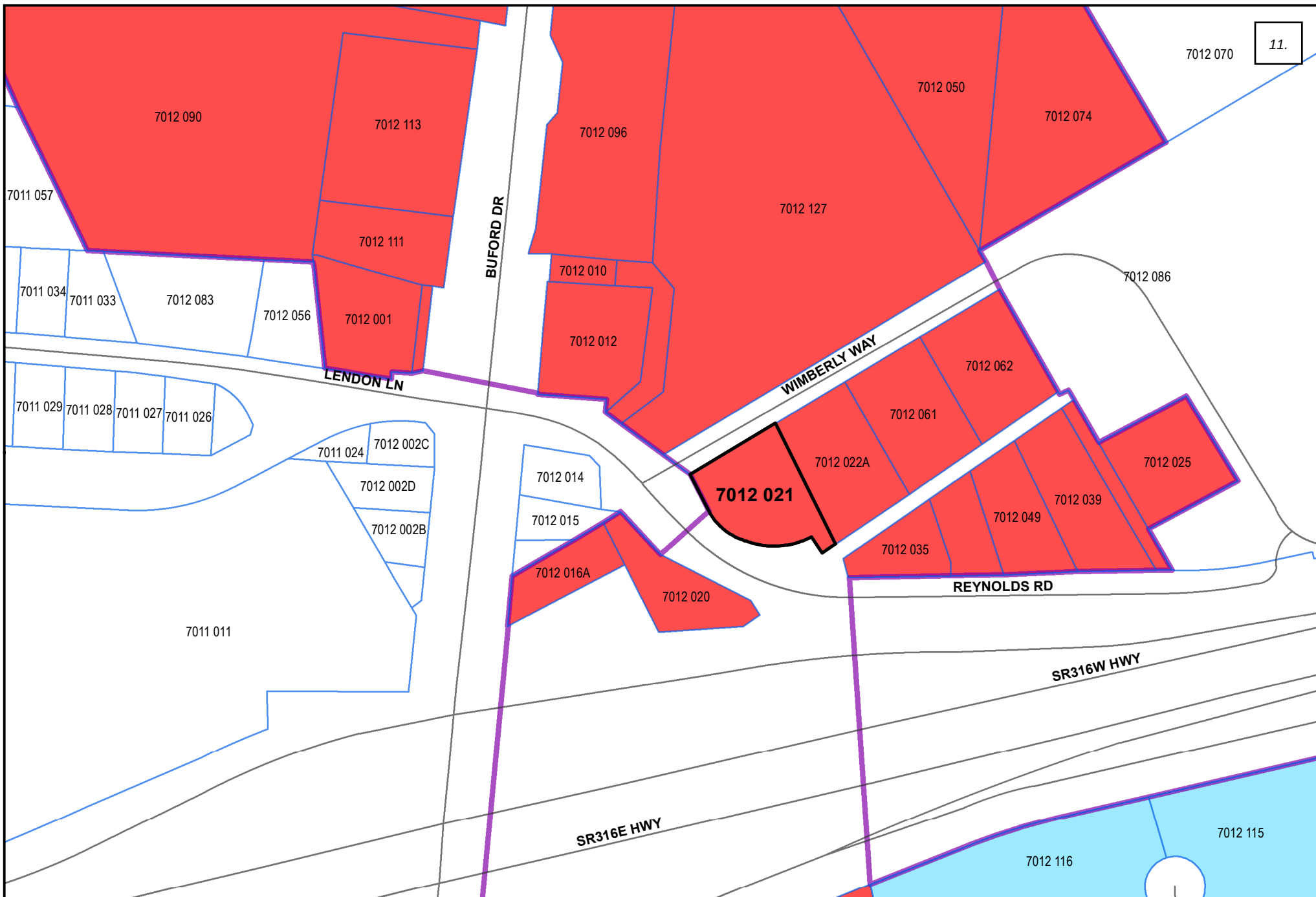
1 Inch = 250 Feet



LAWRENCEVILLE
GEORGIA

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Team GIS | IT



Legend

- Subject Property
- Parcels
- City Boundary
- BG General Business
- LM Light Manufacturing

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

**FILE # SUP2021-00049
APPLICANT: CHONG CHA KIM
A 2ND CHANCE BAILBOND**



1 Inch = 250 Feet



LAWRENCEVILLE
GEORGIA

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Team GIS | IT

ASAP BAIL BONDS

SUP2021-00049
Received: October 4, 2021
Planning and Development Depa

ASAP BAIL BONDS

11.



SUP2021-00049
Received: October 4, 2021
Planning and Development Depa



SUP2021-00049
Received: October 4, 2021
Planning and Development Department



SUP2021-00049
Received: October 4, 2021
Planning and Development Depa



SUP2021-00049
Received: October 4, 2021
Planning and Development Depa





LAWRENCEVILLE

GEORGIA

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

Item: SUP2021-00047; Safwad Hussain; 634 Collins Hill Road

Department: Planning and Development

Date of Meeting: Monday, October 25, 2021

Presented By: Todd Hargrave, Director of Planning and Development

Planning and Development Recommendation: **Denial**

Planning Commission Recommendation: **Denial**

Summary: The applicant requests a Special Use Permit of an approximately 1.72-acre parcel, zoned BG (General Business District), specifically Suite D-2; to allow a Smoke and Tobacco Shop. The subject property is part of the Lawrenceville Crossing shopping center, located just north of the Collins Hill Road and Hurricane Shoals Road intersection.

Attachments/Exhibits:

- **SUP2021-00047** Report
- **SUP2021-00047 P&D Recommendations**
- **SUP2021-00047_PLANNING COMMISSION RECOMMENDATIONS_10042021**
- **SUP2021-00047** Attachments
- **SUP2021-00047_CONSTITUTIONAL OBJECTIONS_10042021**

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

CASE NUMBER: SUP2021-00047
APPLICANT: SAFWAN HUSSEIN
CONTACT: SAFWAN HUSSEIN
PHONE NUMBER: 557.801.1871
LOCATION: 634 COLLINS HILL ROAD
PARCEL ID: R7010 100
ACREAGE: 1.72
PROPOSED DEVELOPMENT: SMOKE AND TOBACCO SHOP
DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

In 1970, the subject property was located in unincorporated Gwinnett County. The property has been zoned BG (General Business District) since 1999, pursuant to ANX1999-00001 .

PROJECT DATA:

The applicant requests a Special Use Permit of an approximately 1.72-acre parcel, zoned BG (General Business District), specifically Suite D-2; to allow a Smoke and Tobacco Shop. The subject property is part of the Lawrenceville Crossing shopping center, located just north of the Collins Hill Road and Hurricane Shoals Road intersection. Access to the site is via multiple driveways on Collins Hill Road, Hurricane Shoals Road and Hillcrest Green Drive. The property is developed as a commercial/retail center with an anchor super store and multiple suites.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the College Corridor Character Area. Policies of this character area are to encourage a mixture and concentration of residential, retail, office, recreational, and educational facilities at key locations to encourage walking and biking to everyday needs, however, allowing a smoke shop in the plaza may be counter active to promoting good health for the community.

The Georgia General Assembly recently adopted a bill regulating the sale of vapor products throughout the State of Georgia. This means vapor products will be taxed in the manner as

tobacco, regardless of where the products are sold (vape shops, grocery stores, convenient stores, etc.). Any new retail establishment proposing to sell vapor products will be subject to the new law. In addition, Gwinnett County recently updated Chapter 70 – Parks and Recreation Ordinance prohibiting the use of tobacco and vaping products on County owned properties. In keeping with the County’s policy, the City Council initiated the process of adopting an ordinance to amend the Code of the City of Lawrenceville prohibiting the use of tobacco and vaping products on the Campus of Georgia Gwinnett College, streets, sidewalks and other public properties, as well as all parks and recreation facilities within the city limits. Furthermore, the City Council recently denied a request for a Smoke and Tobacco Shop earlier this year, pursuant to SUP2020-00043.

The surrounding area is characterized predominately by commercial uses and zoning. The surrounding area is characterized by predominately by commercial uses. The property is bordered by parcels zoned BG (General Business District) with uses such as Walmart, Kohl’s and a variety of other commercial uses throughout the plaza.

In conclusion, the proposed use may be inconsistent with the policies of the State of Georgia, Gwinnett County and City of Lawrenceville, which may contradict promoting a healthy lifestyle. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**ENGINEERING DEPARTMENT**

No comment

ELECTRIC DEPARTMENT

This location is served by another utility provider.

GAS DEPARTMENT

No comment.

CODE ENFORCEMENT

Multitple code enforcement issues in the past three years with outdoor storage, debris, and property maintenance.

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

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?** *If properly conditioned, yes.*
2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?** *If properly conditioned, no.*
3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *No.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use proposal?** *No.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00047:

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

Approval of Special Use Permit allowing a Smoke and Novelty Shop, subject to the following enumerated conditions:

1. Limited to a Smoke and Tobacco Shop in suite D-2 only.
2. Outdoor storage shall be prohibited.
3. The business shall be in compliance with all applicable Municipal, County and State regulations.
4. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

**PLANNING COMMISSION
RECOMMENDED CONDITIONS_10042021**

SUP2020-00047:

Planning Commission recommends **DENIAL** of the requested Special Use Permit.

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

Approval of Special Use Permit allowing a Smoke or Novelty Shop, subject to the following enumerated conditions:

1. Limited to a Smoke or Novelty Shop.
2. Outdoor storage shall be prohibited.
3. The business shall be in compliance with all applicable Municipal, County and State regulations.
4. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.



LAWRENCEVILLE

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>SaFwan Hussein</u>	NAME: <u>Hurricane/316, LLC</u>
ADDRESS: <u>8070 Oldcreek</u>	ADDRESS: <u>400 Mall Blvd Ste M</u>
CITY: <u>North Charleston</u>	CITY: <u>Savannah</u>
STATE: <u>SC</u> ZIP: <u>29418</u>	STATE: <u>GA</u> ZIP: <u>31406</u>
PHONE: <u>5598011871</u>	PHONE: <u>912-355-1311</u>
CONTACT PERSON: <u>SaFwan Hussein</u>	PHONE: <u>5598011871</u>
CONTACT'S E-MAIL: <u>SaFwan.Hussein@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG-General Business 1.710</u>	
PARCEL NUMBER(S): <u>R7010 100</u>	
ADDRESS OF PROPERTY: <u>634 Collins Hill Rd Lawrenceville, GA</u>	
PROPOSED SPECIAL USE: <u>Tobacco and vape shop</u>	

SaFwan Hussein 6/28/2021
SIGNATURE OF APPLICANT DATE

SaFwan Hussein
TYPED OR PRINTED NAME

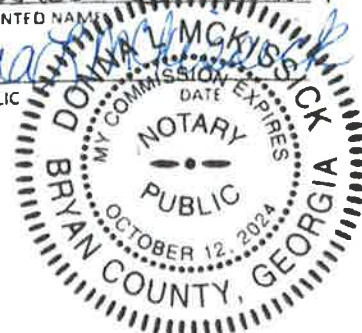
Matthew Holden Becham 06/28/2021
NOTARY PUBLIC DATE

Matthew Holden Becham
Notary Public
Exp. Jan 14th, 2025
Upson County, GA.

Hurricane/316 LLC 6/28/2021
SIGNATURE OF OWNER DATE

Charles G. Goffinck - Managing Member
TYPED OR PRINTED NAME

Donna L. Mckinstry 6-28-21
NOTARY PUBLIC



LETTER OF INTENT

LAWRENCCEVILLE TOBACCO &VAPE LLC

We are writing to provide a letter of intent for services rendered and products sold at Lawrenceville Tobacco & Vapor, located at 634 Collins Hill RD Suite D-2 Lawrenceville, GA 30046. This facility will be used as a retail tobacco and vapor store. In this facility, signs will be posted that state our intent to not sell tobacco products to anyone under the age of 21. All persons will be asked to show valid identification before tobacco and vapor products are sold.

Warm regards,

SAFWAN HUSSEIN

OWNER

5598011871

Lawrenceville Crossing Shopping Center

LEGAL DESCRIPTION

SHOPS "E" TRACT

All that tract or parcel of land lying and being in Land Lots 10 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of the southwesterly right of way of Collins Hill Road (variable right of way) and the northwesterly right of way of Hurricane Shoals Road (100' right of way);
 thence along the southwesterly right of way of Collins Hill Road North 14 degrees 35 minutes 13 seconds West, a distance of 205.23 feet to a point;
 thence continuing along said right of way North 07 degrees 44 minutes 39 seconds West, a distance of 36.13 feet to a point;
 thence leaving said right of way South 52 degrees 42 minutes 14 seconds West, a distance of 31.09 feet to a point;
 thence North 26 degrees 44 minutes 46 seconds West, a distance of 197.00 feet to a point;
 thence South 71 degrees 41 minutes 14 seconds West, a distance of 91.76 feet to a point;
 thence North 25 degrees 28 minutes 52 seconds West, a distance of 179.17 feet to a point;
 thence North 37 degrees 36 minutes 22 seconds West, a distance of 42.85 feet to a point;
 thence North 25 degrees 28 minutes 52 seconds West, a distance of 87.57 feet to a point;
 thence North 25 degrees 28 minutes 52 seconds West, a distance of 349.72 feet to a point;
 thence North 16 degrees 24 minutes 32 seconds East, a distance of 16.74 feet to a point;
 said point being the POINT OF BEGINNING.
 thence South 58 degrees 17 minutes 55 seconds West, a distance of 165.03 feet to a point;
 thence South 45 degrees 12 minutes 27 seconds West, a distance of 212.05 feet to a point;
 thence North 25 degrees 28 minutes 52 seconds West, a distance of 21.22 feet to a point;
 thence South 64 degrees 31 minutes 08 seconds West, a distance of 280.05 feet to a point;
 thence North 30 degrees 33 minutes 47 seconds West, a distance of 396.21 feet to a point;
 thence North 59 degrees 26 minutes 13 seconds East, a distance of 614.66 feet to a point;
 thence South 31 degrees 08 minutes 18 seconds East, a distance of 46.67 feet to a point;
 thence South 64 degrees 26 minutes 11 seconds East, a distance of 40.06 feet to a point;
 thence South 31 degrees 02 minutes 11 seconds East, a distance of 33.16 feet to a point;
 thence South 30 degrees 58 minutes 30 seconds East, a distance of 214.68 feet to a point;
 thence South 77 degrees 58 minutes 17 seconds East, a distance of 27.69 feet to a point;
 thence North 58 degrees 17 minutes 55 seconds East, a distance of 128.34 feet to a point;
 thence North 13 degrees 17 minutes 55 seconds East, a distance of 30.00 feet to a point on the southwesterly right of way of Collins Hill Road;
 thence along said right of way South 31 degrees 13 minutes 59 seconds East, a distance of 50.99 feet to a point;
 thence continuing along said right of way South 30 degrees 40 minutes 36 seconds East, a distance of 37.74 feet to a point;
 thence leaving said right of way North 79 degrees 28 minutes 34 seconds West, a distance of 40.93 feet to a point;
 thence South 58 degrees 17 minutes 55 seconds West, a distance of 130.99 feet to a point;
 said point being the POINT OF BEGINNING.

Said tract contains 265,403 sf. (6.09 acres), more or less, and being designated as "Tract Four Area (Shops "E")" on that certain ALTA/ASCM Land Title Survey for Bank of America, N.A., Hurricane/316, LLC, Chicago Title Insurance Company, dated August 11, 1999, last revised August 31, 2000, prepared by Armstrong Land Surveying, Inc., bearing seal and certification of Robert T. Armstrong, Georgia Registered Land Surveyor No. 1901, said survey incorporated herein by reference thereto

LAWRENCEVILLE CROSSINGS

358,000 SQ.FT.



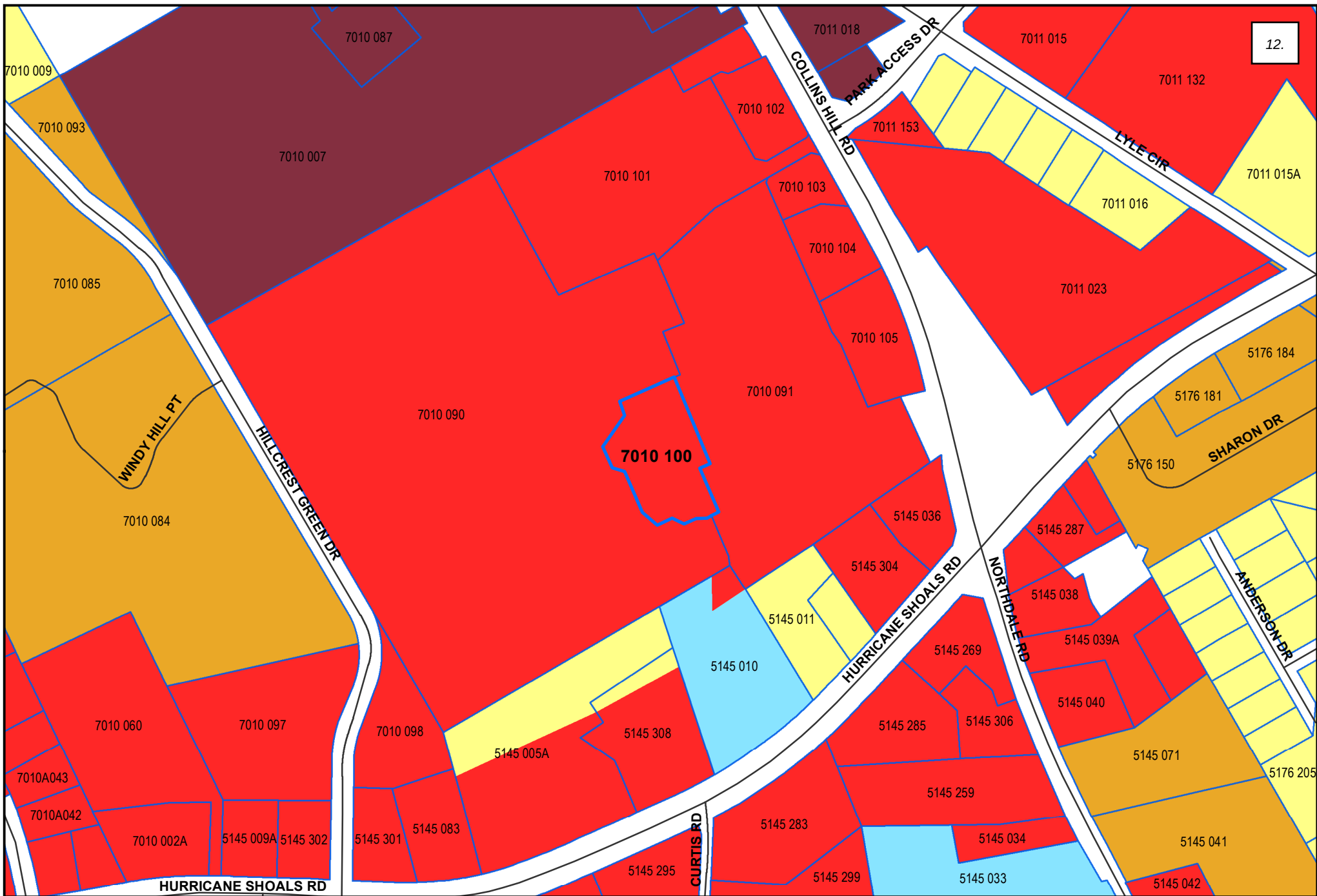
A circular professional engineer seal for the State of Georgia. The outer ring contains the text "GEORGIA" at the top and "STATE ENGINEER" at the bottom. Inside the ring, it says "No. 18191", "PROFESSIONAL", "12/12/00", and "C. C. WOLVERTON, JR.". There are handwritten initials over the seal.

JACOBY DEVELOPMENT, INC.
ATLANTA, GA.

DRAWN
 CDP/PO
 CHECKED
 JCW
 DATE
 03/08/2001
 SCALE
 1" = 100'
 JOB No.
 94123
 SHEET
 C-1
 54SHEETS



Gwinnett County, GA; City of Lawrenceville, GA; Geographic Technologies Group



Legend

- Subject Property
- Parcels
- BG General Business
- HSB Highway Service Business
- LM Light Manufacturing
- RM-12 Multifamily Residential
- RS-150 Single-Family Residential

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

FILE # SUP2021-00047
APPLICANT: SAFWAD HUSSAIN



1 Inch = 333 Feet



LAWRENCEVILLE
GEORGIA

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Team GIS | IT



TFH | LEGAL

TAYLOR | FEIL | HARPER | LUMSDEN
ATTORNEYS AT LAW

Terry Bailey, Esq.
TBailey@TFHlegal.com

October 4, 2021

Lawrenceville Office of Planning & Development
70 S Clayton St.
Lawrenceville, GA 30046

Re: SUP2021-00047 Constitutional assertions

My firm represents Safwad Hussain, the applicant for conditional use permit SUP 2021-00047.

Accordingly, the Applicant contends that the application of the applicable development standards of Lawrenceville's Zoning Ordinance to this particular piece of property would create an unnecessary hardship and that the Conditional Use Permit requested herein would do substantial justice while preserving the spirit of the chapter shall, securing the public welfare and safety and not causing substantial detriment to the public good or impair the purpose and intent of Zoning Ordinance of the City of Lawrenceville.

Further, the Applicant respectfully submits that the Zoning Ordinance of the City of Lawrenceville, Georgia, as amended from time to time and known as the "Lawrenceville Zoning Ordinance," is expressly intended to grant Conditional Use Permits in instances such as these described herein. Further, to forbid the requested variances in this instance would be unlawful,

3400 Peachtree Road, N.E., Suite 1515, Atlanta, Georgia 30326 Telephone: (404) 214-1200 Telefacsimile: (404) 214-1201
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www.TFHbeviaw.com

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arbitrary, capricious, irrational and a manifest abuse of discretion; all in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

For these reasons, we request the variances sought herein from the stated restrictions as set out in the Lawrenceville Code of Ordinances.

Safwan Hussein respectfully submits that the Zoning Ordinance and maps of the Lawrenceville, Georgia, as amended from time to time, are unconstitutional to the extent that they do not allow the requested variances for the construction of the proposed improvements on the Subject Property.

Accordingly, the Applicant, on behalf the owner of the property respectfully submits that the denial of the Conditional Use Permit proposed herein on the Subject Property would constitute an arbitrary and unreasonable use of the zoning and police powers because it will bear no substantial relationship to the public health, safety, morality or general welfare of the public and would substantially harm the Applicant. Additionally, issuance of the requested variances is required because it fully satisfies all standards applicable to it. A denial would constitute a taking of the Applicant's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

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Page 3

Further, the Applicant respectfully submits that the failure to approve the requested Conditional Use Permit would be unconstitutional and would discriminate in an arbitrary and capricious and unreasonable manner between the Property owner and the owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

This Application meets favorably the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power, Guhl v. Holcomb Bridge Road, 238 Ga. 322 (1977).

For the foregoing reasons, the Applicant respectfully requests that the Conditional Use Permit application be approved.

Respectfully submitted,



Terry Bailey

Attorney for Applicant



LAWRENCEVILLE

GEORGIA

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

Item: CIC2021-00009; Karla Maria Mejia Cruz; 330 Buford Drive

Department: Planning and Development

Date of Meeting: Monday, October 25, 2021

Presented By: Todd Hargrave, Director of Planning and Development

**Planning and
Development
Department
Recommendation:**

Approval with Conditions

**Planning
Commission
Recommendation:**

Approval with Staff recommended conditions

Summary: The applicant is requesting a Change-in-Conditions to the previously approved request (RZC2019-00009) which limits the use of the BG zoned property to a Hair Salon. The property is a 0.22-acre parcel located along the western right-of-way of Buford Drive, just south of its intersection with the North Clayton Street and Industrial Park Drive intersection. The property is currently developed with one building and parking at the rear of the property. The applicant is requesting to amend Condition 1, which reads as follows:

“1. The use of the property shall be limited to a Hair Salon.”

Attachments/Exhibits:

- **CIC2021-00009 Report**
- **CIC2021-00009 Planning and Development Recommendations**
- **CIC2021-00009_PLANNING COMMISSION RECOMMENDATIONS_10042021**
- **CIC2021-00009 Attachments**

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS

CASE NUMBER	CIC2021-00009
APPLICANT	KARLA MARIA MEJIA CRUZ
CONTACT	KARLA MARIA CONTRERAS
PHONE NUMBER	770.809.6670
ZONING CHANGE	NA
LOCATION	330 BUFORD DRIVE
PARCEL ID	R5176 099
ACREAGE	0.22
SQUARE FEET	9,500
EXISTING DEVELOPMENT	GENERAL BUSINESS
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY

Prior to 1987, the subject property was zoned RM (Residential Multifamily District). In 1987, the property was rezoned to RM-12 (General Residence, 3,600 Square Foot District*). The property has been zoned BG (General Business District) since 2019, pursuant to case RZC2019-00009.

PROJECT DATA

The applicant is requesting a Change-in-Conditions to the previously approved request (RZC2019-00009) which limits the use of the BG zoned property to a Hair Salon. The property is a 0.22-acre parcel located along the western right-of-way of Buford Drive, just south of its intersection with the North Clayton Street and Industrial Park Drive intersection. The property is currently developed with one building and parking at the rear of the property. The applicant is requesting to amend Condition 1, which reads as follows:

“1. The use of the property shall be limited to a Hair Salon.”

The applicant proposes to modify the approval of RZC2019-00009, by amending Condition 1. to allow uses considered to be consistent with the intent of the BG zoning classification, specifically an office of Certified Public Accountant providing assistance with bookkeeping, payroll processing and tax return preparation. Additionally, the application will require two variances allowing a 9.2-foot encroachment of the existing structure into the required 10-foot

side yard setback and enhanced landscape strip along the northern property line, as well as a 28.8-foot encroachment into the required 50-foot front yard setback along the eastern property line or Buford Drive.

The 2040 Comprehensive Plan indicates the property lies within the College Corridor Character Area. This character area encourages the development of neighborhood-level services intended to support potential growth within the corridor. The proposed Change-in-Conditions could be compatible with the intent of the 2040 Comprehensive Plan, which is to provide services and housing that appeal to those wanting to live along the proposed College Corridor.

The area surrounding consists of a variety of commercial, multifamily residential and industrial uses. Nearby properties along and across Buford Drive are developed with automobile-related services, bail bond services and industrial uses located beyond the corridor. To the north is a vacant undeveloped property zoned BG. To the west is a BG zoned property, currently used for legal nonconforming residential purposes. To the south are vacant undeveloped properties zoned RM-12 and BGC (Central General Business District). To the east, across Buford Drive, are commercial and industrial uses. The request for Change-in-Conditions to allow uses permitted in BG zoning, specifically the use of an accountant could be consistent with the established zoning pattern in the immediate area.

In 2019 the City Council unanimously approved a request to rezone the property with a set of conditions allowing the previous applicant/owner 18 months from the date of approval to bring the site into compliance with the City's building codes, development regulations and zoning ordinance. However, to date the previous applicant/owner failed to bring the site into compliance with the previously approved conditions of zoning, and subsequently sold the property in November of 2020 to the current applicant/owner.

In conclusion, the actions of the previous applicant/owner should factor into the decision making process, but not necessarily be the determining factor. In contrast the decision should be based on policy, which is intended to be consistent with the current and long-range plans for the Buford Drive corridor. Given the aforementioned factors, the Planning and Development Department recommendation is for **APPROVAL WITH CONDITIONS** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**ENGINEERING DEPARTMENT**

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

The City has 12-inch ductile iron water main on Buford Drive at this location and water can be supplied.

CODE ENFORCEMENT

In 2014, the subject property was cited for illegal signage and parking on an unpaved surface.

In 2016, the subject property was cited for a prohibited use (outdoor storage).

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *The proposed Change-in-Conditions will the building and site into compliance with the rules and regulations of the City.*

PLANNING AND DEVELOPMENT
 RECOMMENDED CONDITIONS - 09072021
 CIC2021-00009
BOLD – ADDITIONS
~~STRIKETHROUGH~~ - DELETIONS

Approval as BG (General Business **District**) subject to the following enumerated conditions:

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

- A. Retail and service commercial and accessory uses.** ~~The use of the property shall be limited to a Hair Salon.~~
- B. Any new construction or exterior renovations shall be finished with architectural treatments of brick, glass and/or stacked stone on the front facade and side and rear elevations. At a minimum, the existing building shall be repainted in neutral/earth tone color. Final exterior architectural treatments and colors shall be subject to the review and approval of the Director of Planning and Development.**
- C. The existing double-post sign shall be removed from the required 10-foot Side Yard Setback and Enhanced Landscape Strip, and replaced with a Ground Sign consisting of a minimum two-foot high brick base. The base and structure shall be constructed, and consist of materials consistent with the minimum requirements of the Article 7 Signs, subject to the review and approval of the Director of Planning and Development.**
- D. Billboards shall be prohibited.**
- E.** Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- F.** No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- G.** Peddlers and/or parking lot sales shall be prohibited.
- H.** Outdoor storage and overnight parking shall be prohibited.
- I.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

PLANNING AND DEVELOPMENT
 RECOMMENDED CONDITIONS - 09072021
 CIC2021-00009
BOLD – ADDITIONS
 STRIKETHROUGH - DELETIONS

2. To satisfy the following site development considerations:

- A. Obtain all necessary development and building permits within 180 days of the date of this approval, subject to the review and approval of the Director of Planning and Development.**
- B. The site and structure shall be brought into compliance with all applicable building, development and zoning codes prior to business occupancy, and within ~~The existing structure and property shall be brought into compliance~~ within 12 months of the date of this approval, ~~with the applicable requirements of the Building Codes, Zoning Ordinance and Development Regulations,~~ subject to the review and approval the Director of Planning and Development.**
- C. Allow the existing structure to encroach 9.2-feet into the required 10-foot side yard setback and encroach 28.8-feet into the required 50-foot front yard setback. The variance shall apply to the existing structure only. In the event the existing structure is demolished, expanded or modified to include additional square footage, the new construction shall be subject to rules and regulations of Article 1 Districts, governing building setbacks in the BG (General Business District) zoning classification.**
- D. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.**
- E. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Buford Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to the review and approval by the Director of Planning and Development.**
- F. No more than one entrance/exit onto Buford Drive.**
- G. Dumpsters shall be screened by solid masonry walls ~~matching the building~~ with an opaque metal gate enclosure.**
- H. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.**

PLANNING COMMISSION
RECOMMENDED CONDITIONS - 10042021
CIC2021-00009

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MAYOR AND COUNCIL
CITY OF LAWRENCEVILLE, GEORGIA
RESOLUTION AND ORDINANCE

READING AND ADOPTION:

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At the regular meeting of the Mayor and Council of the City of Lawrenceville,
held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia:

<u>PRESENT</u>	<u>VOTE</u>
Bob Clark, Council Member	<u>No</u>
Victoria Jones, Council Member	<u>Yes</u>
Keith Roche, Council Member	<u>Yes</u>
David Still, Council Member	<u>Yes</u>

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On motion of Councilman Still, which carried 3-1, the following resolution
and ordinance was adopted:

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A RESOLUTION AND ORDINANCE TO AMEND THE OFFICIAL ZONING MAP

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WHEREAS, the Planning Commission of the City of Lawrenceville has held a
duly advertised public hearing and has filed a formal recommendation with the
Mayor and Council of the City of Lawrenceville upon an Application to Amend the
Official Zoning Map from C-2 (General Business District, Gwinnett County) to BG
(General Business District) by City of Lawrenceville for the proposed use of a Grocery
Store and Outparcel on a tract of land described by the attached legal description,

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PLANNING COMMISSION
RECOMMENDED CONDITIONS - 10042021
CIC2021-00009

which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on September 4th, 2019 and objections were not filed.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Mayor and Council of the City of Lawrenceville this the 4th day of September, 2019, that the aforesaid application to amend the Official Zoning Map from C-2 (General Business District, Gwinnett County) to BG (General Business District) is hereby APPROVED.

Approval as BG (General Business District) subject to the following enumerated conditions:

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

- A. Retail and service commercial and accessory uses.
- B. Any new construction or exterior renovations shall be finished with architectural treatments of brick, glass and/or stacked stone on the front facade and side and rear elevations. At a minimum, the existing building shall be repainted in neutral/earth tone color. Final exterior architectural treatments and colors shall be subject to the review and approval of the Director of Planning and Development.
- C. The existing double-post sign shall be removed from the required 10-foot Side Yard Setback and Enhanced Landscape Strip, and replaced with a Ground Sign consisting of a minimum two-foot high brick base. The base and structure shall be constructed, and consist of materials consistent with the minimum requirements of the Article 7 Signs, subject to the review and approval of the Director of Planning and Development.

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PLANNING COMMISSION
RECOMMENDED CONDITIONS - 10042021
CIC2021-00009

- D. Billboards shall be prohibited.
- E. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- F. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- G. Peddlers and/or parking lot sales shall be prohibited.
- H. Outdoor storage and overnight parking shall be prohibited.
- I. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

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PLANNING COMMISSION
RECOMMENDED CONDITIONS - 10042021
CIC2021-00009

2. To satisfy the following site development considerations:

- A. Obtain all necessary development and building permits within 180 days of the date of this approval, subject to the review and approval of the Director of Planning and Development.
- B. The site and structure shall be brought into compliance with all applicable building, development and zoning codes prior to business occupancy, and within 12 months of the date of this approval, subject to the review and approval the Director of Planning and Development.
- C. Allow the existing structure to encroach 9.2-feet into the required 10-foot side yard setback and encroach 28.8-feet into the required 50-foot front yard setback. The variance shall apply to the existing structure only. In the event the existing structure is demolished, expanded or modified to include additional square footage, the new construction shall be subject to rules and regulations of Article 1 Districts, governing building setbacks in the BG (General Business District) zoning classification.
- D. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
- E. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Buford Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to the review and approval by the Director of Planning and Development.
- F. No more than one entrance/exit onto Buford Drive.
- G. Dumpsters shall be screened by solid masonry walls with an opaque metal gate enclosure.
- H. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
- ~~A. The property shall be developed in general accordance with the submitted site plan, with changes necessary to meet conditions of zoning, requirements of the zoning ordinance and/or development regulations, and other minor adjustments as may be approved by the Director of Planning and Development.~~
- ~~B. The buildings shall be consistent with City architectural standards. The combined use of stucco and/or architectural block shall not exceed 25% of any building elevation.~~
- ~~C. The development shall meet the standards of Article VIII of the Development Regulations for parking lot trees and a landscape strip along the frontage of~~

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PLANNING COMMISSION
RECOMMENDED CONDITIONS - 10042021
CIC2021-00009

~~Sugarloaf Parkway. Based on the linear street frontage of the property, the owner shall plant a minimum of 16 street trees and plant a minimum of 48 evergreen shrubs. All plant material must be installed according to specifications outlined in Article VIII.~~

- ~~D. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers or sign walkers shall be prohibited.~~
- ~~E. Lighting shall be contained in cut off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right of ways.~~
- ~~F. Peddlers and/or parking lot sales shall be prohibited.~~
- ~~G. Outdoor storage shall be prohibited.~~
- ~~H. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~
- ~~I. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~

Judy Jordan Johnson, Mayor

Date Signed: __

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PLANNING COMMISSION
RECOMMENDED CONDITIONS - 10042021
CIC2021-00009

ATTEST:

~~Karen Pierce, City Clerk~~

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LAWRENCEVILLE

GEORGIA

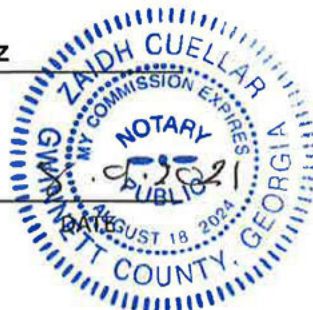
CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Karla Maria Mejia Cruz</u>	NAME: <u>Kc Tax & Accounting Svcs LLC</u>
ADDRESS: <u>330 Buford Dr</u>	ADDRESS: <u>330 Buford Dr</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>Georgia</u> ZIP: <u>30046</u>	STATE: <u>Georgia</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Karla Maria Mejia Cruz</u> PHONE: <u>770-809-6670</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 for hair salon only</u> REQUESTED ZONING DISTRICT: <u>BG for business office</u>	
PARCEL NUMBER(S): <u>R5176 099</u> ACREAGE: <u>0.22</u>	
ADDRESS OF PROPERTY: <u>330 Buford Dr, Lawrenceville GA 30046</u>	

Karla Maria Mejia Cruz 8/9/2021
SIGNATURE OF APPLICANT DATE

Karla Maria Mejia Cruz
TYPED OR PRINTED NAME

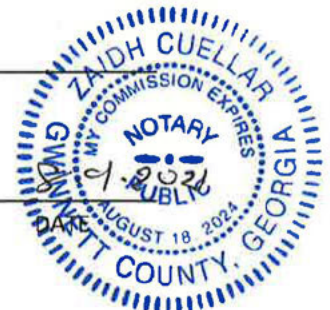
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NOTARY PUBLIC



Karla Maria Mejia Cruz 8/9/2021
SIGNATURE OF OWNER DATE

Karla Maria Mejia Cruz
TYPED OR PRINTED NAME

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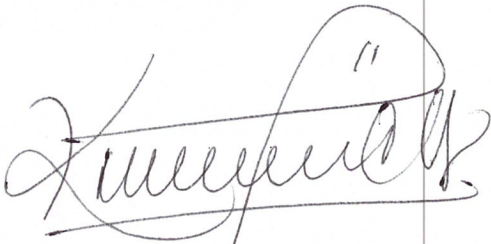
70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org

CIC2021-00009

Received: August 11, 2021

Planning and Development Department

I Karla Maria Mejia Cruz, the new property owner of 330 Buford Drive request a Change in Conditions to the previously approved, RCZ2019-00009 rezoning. I would like to change condition number 1, to allow all uses permitted by right in the General Business District. I would like to run my tax and accounting services business at this location.



Karla Maria Mejia Cruz
Contact information
Email: teamkcgroup@gmail.com
Phone: 770-809-6670

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 176, 5TH LAND DISTRICT, CITY OF LAWRENCEVILLE, STATE OF GEORGIA AND BEING SHOWN AS A 0.205 ACRE TRACT OF LAND ON PLAT OF SURVEY FOR SAM SIMS BY W. T. DUNAHOO, GEORGIA R.L.S. NO. 1577 DATED NOVEMBER 28, 2007 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE POINT WHERE THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY NO. 20 (80 FOOT R/W) INTERSECTS THE SOUTHERLY RIGHT-OF-WAY OF NORTH CLAYTON STREET; PROCEED THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY NO. 20, 509.87 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING; PROCEED THENCE SOUTH 04 DEGREES 12 MINUTES 59 SECONDS EAST 70.16 FEET TO AN IRON PIN SET; THENCE NORTH 63 DEGREES 01 MINUTES 15 SECONDS WEST 169.53 FEET TO AN IRON PIN FOUND; THENCE NORTH 28 DEGREES 16 MINUTES 15 SECONDS EAST 58.43 FEET TO AN IRON PIN FOUND; THENCE SOUTH 63 DEGREES 42 MINUTES 56 SECONDS EAST 131.87 FEET TO THE IRON PIN SET AND THE TRUE POINT OF BEGINNING. BEING PROPERTY KNOWN AS 330 BUFORD DRIVE, LAWRENCEVILLE, GEORGIA .

CIC2021-00009

Received: August 11, 2021

Planning and Development Department

CIC2021-00009
Received: August 11, 2021
Planning and Development Department

LEGEND

I.P.F. = IRON PIN FOUND
I.P.S. = IRON PIN SET
P.L. = PROPERTY LINE
C.L. = CENTER LINE
B.L. = BUILDING LINE
L.L.L. = LAND LOT LINE
R/W = RIGHT OF WAY
CATV = CABLE TV
C.O. = CLEAN OUT
G.V. = GAS VALVE
L.P. = LIGHT POLE
E.P. = EDGE OF PAVING
W.L. = WHITE LINE
G.I. = GRATE INLET
C.I. = CURB INLET
U.P. = UTILITY POLE
S.P. = SIGNAL POLE
J.B. = JUNCTION BOX
F.H. = FIRE HYDRANT
C.B. = CATCH BASIN
H.W. = HEADWALL
D.I. = DROP INLET
D.E. = DRAINAGE ESMT.
S.E. = SEWER ESMT.
C.E. = CONSTRUCTION ESMT.
U.G.P. = UNDERGROUND POWER
U.G.T.P. = UNDERGROUND TELEPHONE
G.A. = GUY WIRE ANCHOR
H.C.R. = HANDICAP RAMP
O.C.S. = OUTLET CONTROL STRUCTURE
IND.V. = WATER INDICATOR VALVE
P.K.N.S. = PK NAIL SET
B.F.P. = BACK FLOW PREVENTER
W.I. = WIER INLET
L/A = LIMITED ACCESS
S.S.M.H. = SANITARY SEWER MANHOLE

LOCATION SKETCH (N.T.S.)



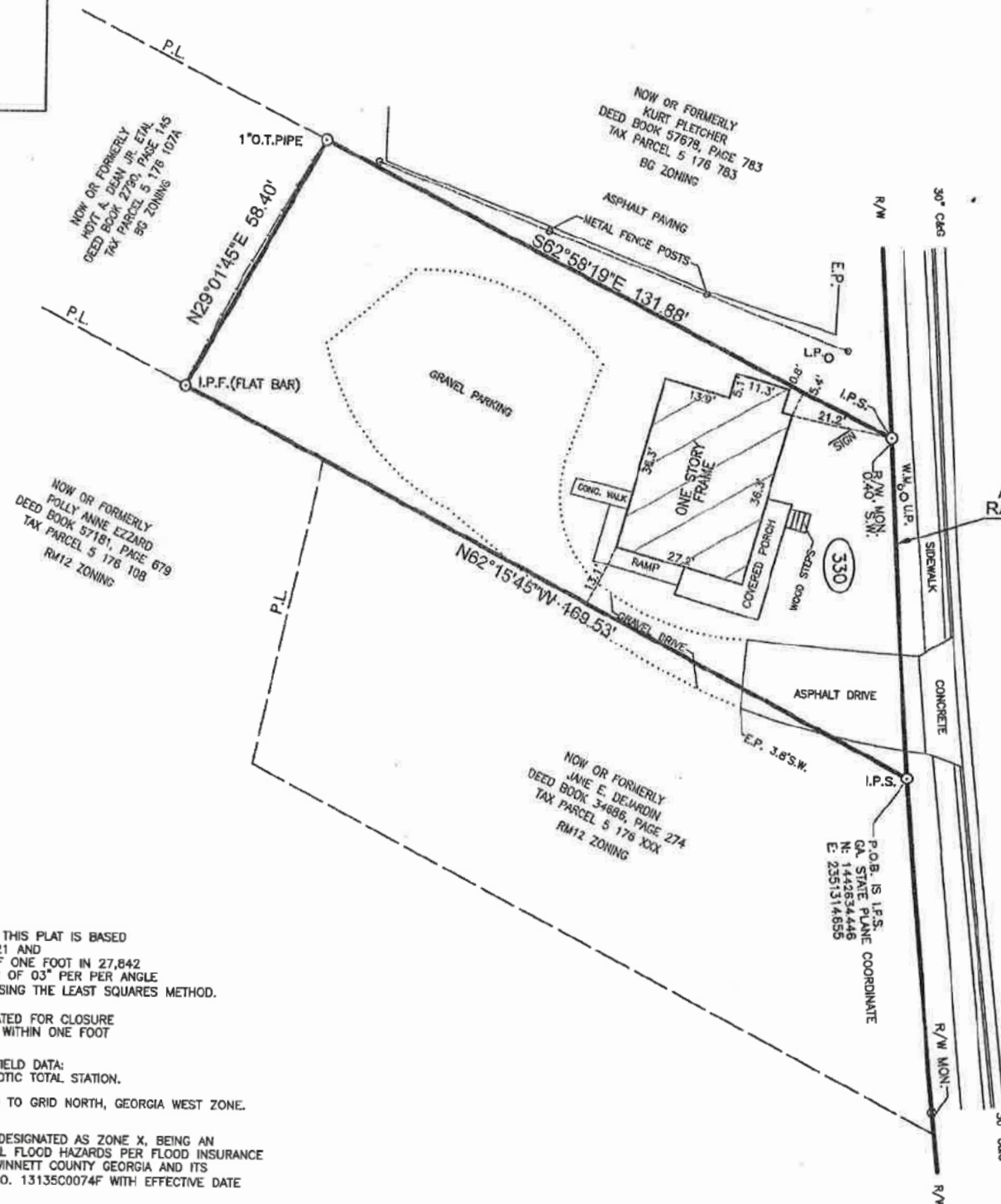
OWNER:
K C TAX & ACCOUNTING SERVICES LLC
330 BUFORD DRIVE
LAWRENCEVILLE, GEORGIA
DEED BOOK 58591, PAGE 223
TAX PARCEL 5 176 099
RM12 ZONING

SURVEYORS CERTIFICATION (HB 1004)

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

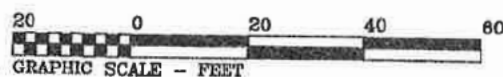
Lloyd C. McNally, Jr.
LLOYD C. McNALLY, JR. RLS 2040

BUFORD DRIVE - GA HWY 20 PAYING WIDTH VARIES R/W VARIES



SURVEY NOTES

1. THE FIELD DATA FROM WHICH THIS PLAT IS BASED WAS COMPLETED IN APRIL 2021 AND HAS A CLOSURE PRECISION OF ONE FOOT IN 27,842 FEET AND AN ANGULAR ERROR OF 03\"/>



McNally & Patrick

1505 HWY. 29 SOUTH - LAWRENCEVILLE, GA. 30044
PHONE: (770) 963-8520 FAX: (770) 963-3984

LAND SURVEYORS
CIVIL ENGINEERS
LANDSCAPE ARCHITECTS

REVISIONS

NO.	DATE	DESCRIPTION

SURVEY FOR

K C TAX & ACCOUNTING SERVICES LLC

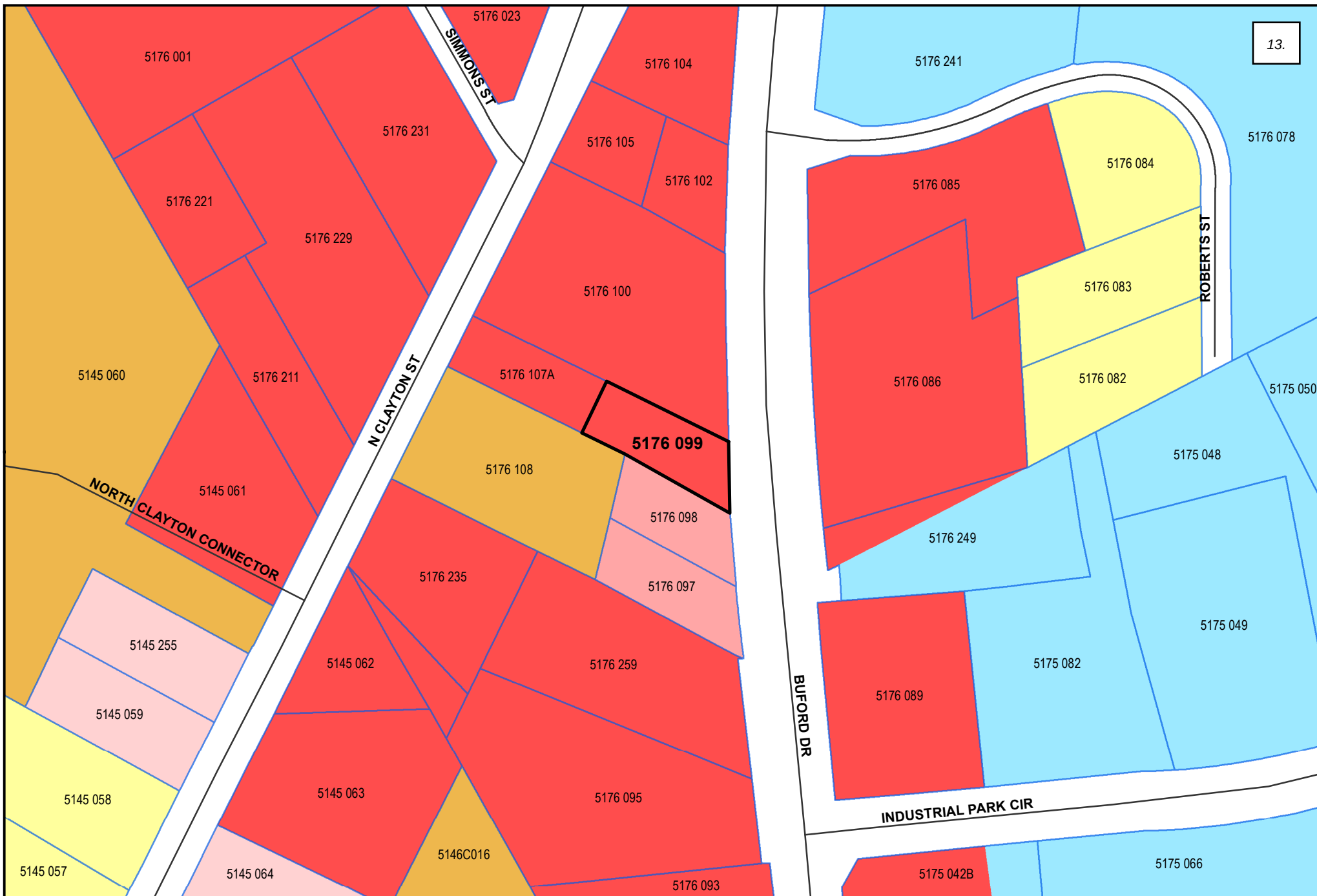
0.2049 ACRES (8,924 S.F.)

TAX PARCEL 5 176 099
CITY OF LAWRENCEVILLE
LAND LOT 176 of the 5th DISTRICT
GWINNETT COUNTY, GEORGIA

SCALE: 1\"/>

DATE: MAY 24, 2021





Legend

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

**PLANNING AND DEVELOPMENT
LOCATION MAP AND SURROUNDING ZONING**

FILE # CIC2021-00009
APPLICANT: KARLA MARIA MEJIA CRUZ
KC TAX & ACCOUNTING SVCS LLC



1 Inch = 125 Feet



LAWRENCEVILLE
 GEORGIA



LAWRENCEVILLE

GEORGIA

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

Item:	Lawrenceville Downtown Livable Centers Initiative (LCI) Plan Update
Department:	Planning and Development
Date of Meeting:	Monday, October 25, 2021
Presented By:	Todd Hargrave, Director of Planning and Development Helen Appenzeller Balch, Deputy Director of Planning and Development Lauren Blaszyk with POND & Company, Consultant
Action Requested:	Adoption of Plan

Summary: As the City of Lawrenceville continues to look ahead to the future, the Lawrenceville downtown Master Plan 5-year update builds upon previous and ongoing planning efforts, refining and validating a vision, and establishing an action plan for the next five years. This plan is a result of the collaborative efforts of residents, business owners, elected and appointed officials, stakeholders, and planning professionals to support the momentum that the City has already established in achieving economic and quality-of-life milestones.

Background: The City of Lawrenceville received a grant from the Atlanta Regional Commission (ARC) for the work to be accomplished in support of the following sub element:
002 CAS- Livable Centers Initiative Investment Policy Studies (LCI). All the necessary services provided in this sub grant supported the study of LCI related programs and projects within the Lawrenceville LCI Area. The Lawrenceville LCI Area was adjusted in this process.

The City and Consultant prepared an update to the Downtown Lawrenceville LCI study. The purpose of this study is to keep the LCI plan relevant and produce new recommendations for implementation.

The work accomplished under the contract with ARC are divided into the following tasks:

Task 1 – Existing Plan Assessment

Task 2 – Housing and Market Analysis

Task 3 – Public Input

Task 4 – Updated Plan

Task 5 – Prepare Project Deliverables

Attachments/Exhibits:

Resolution to adopt the Lawrenceville Downtown Livable Centers Initiative (LCI) Plan Update

**Resolution
City of Lawrenceville**

WHEREAS, the City of Lawrenceville supports regional efforts to develop a balanced transportation system to reduce dependence upon the automobile, enhance access, improve safety, encourage continued prosperity, and promote quality of life; and

WHEREAS, the City of Lawrenceville concurs that improvements in the quality of life from a well-planned downtown area will enhance the economic position of Lawrenceville; and

WHEREAS, the City of Lawrenceville adopted the Lawrenceville Downtown Livable Centers Initiative Master Plan on July 25, 2005

NOW TEHREFORE BE IT RESOLVED, Lawrenceville hereby adopts the City of Lawrenceville Downtown LCI Master Plan 5-Year Update and continues its participation in the Livable Centers Initiative (LCI) program for an additional five years as a major step in preserving health, well-being and economic vitality of our community.

APPROVED AND ADOPTED BY THE LAWRENCEVILLE CITY COUNCIL ON THE 25TH DAY OF OCTOBER, 2021.

CITY OF LAWRENCEVILLE, A
GEORGIA MUNICIPAL CORPORATION

David Still, Mayor

Chuck Warbington PE, City Manager

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 25, 2021

AGENDA CATEGORY: OLD BUSINESS

Item: Co-Responder Presentation

Department: Police

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: \$0.00

Presented By: Chief Tim Wallis
Officer Jacob Baird

Action Requested: Update

Summary: Co-Responder Presentation.

Attachments/Exhibits:

Community Response Team Presentation



Project F.I.R.S.T: Community Response Team

October 2021



Background

Nationally this model is referred to as “Co-Responder.” Research overwhelmingly suggests that when Departments effectively implement a Co-Responder model to address CRISIS needs in the community, both incarcerations and recidivism are significantly reduced.

The reduction of these two allows governments and principalities to redirect funding to other necessary items such as key personnel, infrastructure and the like.



What is a crisis?

- **Webster Defines:**
- An emotionally significant event or radical change of status in a person's life.
- What we typically think of as a crisis:





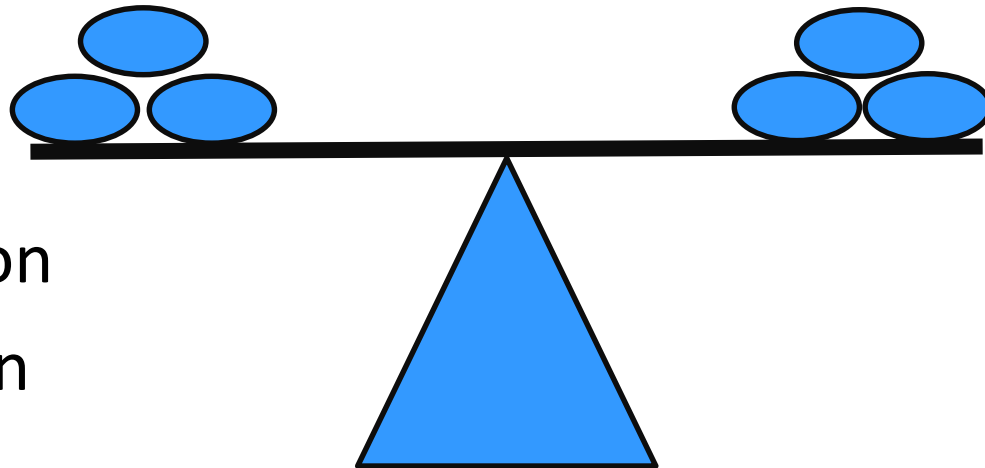
Crisis can take many forms

- Family Crisis
 - Emotional Crisis
 - Traumatic Incidents (PTSD)
 - Health Crisis
 - Natural Disaster
 - Community Violence
 - Employment Crisis
 - Pandemic
 - Personal Crisis
-
- Some people's "Normal" may be perceived as a crisis by others.



Restorative Justice Focused

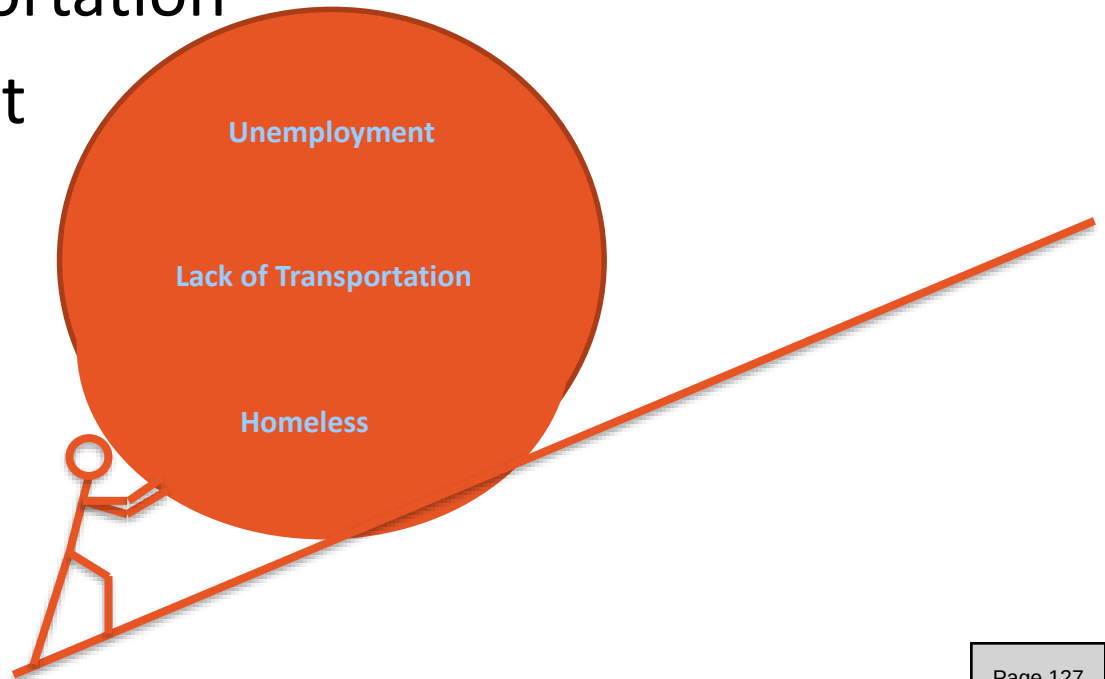
- Harm
 - Physical
 - Mental
- Justice
 - Rehabilitation
 - Reunification





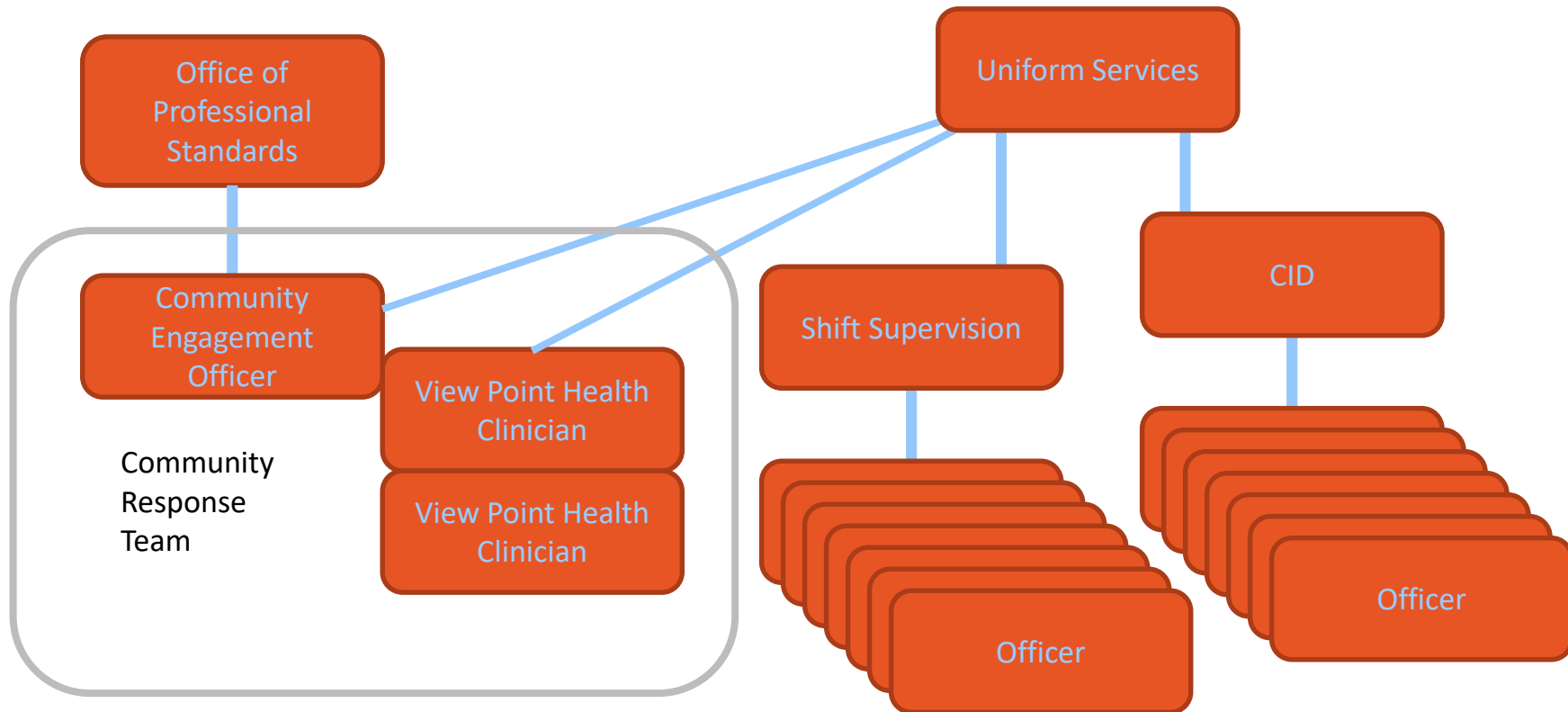
What Causes Crisis Events

- Contributors
 - Homelessness
 - Lack of Transportation
 - Unemployment





Community Response Team





Phase 1

- **July-September 2021**
- Orientation for both city employees and clinicians
- Establish office space for clinicians
- Develop general order for operations
- Implement programming with uniform patrol
- Evaluation and assessment



Phase 2

- **October-December 2021**
- Community partnerships
- Policy implementation and analysis
- View Point Health assessment
- Uniform Patrol assessment
- Continuing assessment of program developments
- Establish clinical schedule based on call for service needs analysis



Phase 3

- **January-June 2022**
- Establish formal policy for Department Operations Manual
- Engage with research organization to research the efficacy of programming
- Final assessment/ evaluation



Data

CRT dispatch

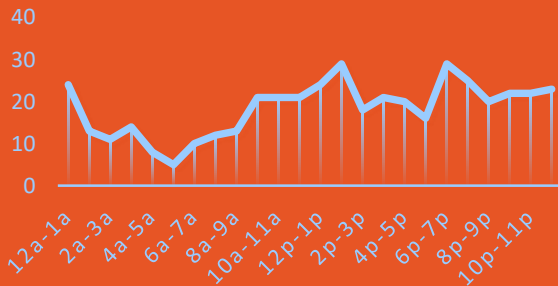
- July-45
- August-21
- September-37
- 103 Community Responses
- **101 Deferrals from jail**
- **55 Participants to date**

Uniform Patrol Crisis Calls

- July-Sept. 2021
- 1420 Calls for Service
- 96 Arrests

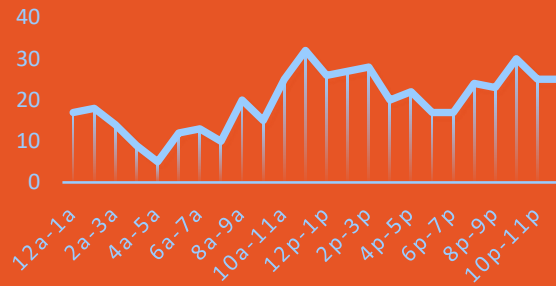
CRISIS RELATED CALLS, JULY 2021

— Occurrences



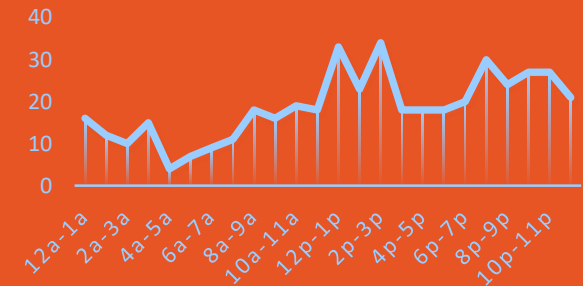
CRISIS RELATED CALLS, AUG. 2021

— Occurrences



CRISIS RELATED CALLS, SEPT. 2021

— Occurrences





Community Response referral

- Email
- Dispatch
- On-call
- Follow-up
- PowerDMS


LAWRENCEVILLE
POLICE DEPARTMENT

Community Response Team
Incident/referral synopsis

TEAM
CES:
DATE:
OFFICER:
CLINICIAN:

SUBJECT
NAME: DOB:
RACE: SEX: DISPOSITION:
ADDRESS:

24 ☐ 28 ☐ 38 ☐ HOMELESS ☐

NARRATIVE



LAWRENCEVILLE
GEORGIA

Questions?



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 25, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: Ethics Ordinance Adoption for GMA Recertification for City of Ethics

Department: City Clerk

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: N/A

Presented By: Karen Pierce, City Clerk

Action Requested: Discussion

Sec. 2-2. Code of Ethics.

(a) *Code of Ethics for City employees.*

- (1) *Prohibited conduct.* Employees of the City shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each such employee shall include, but not be limited to, the following:
 - a. Requesting, using, or permitting the use of any publicly owned or publicly supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of themselves or any other person, except as otherwise allowed by law;
 - b. Engaging in private employment with, or rendering services for, any private person who has business transactions with the City, unless they have notified their Department Director and the Human Resources Director in writing of the nature and extent of such employment or services;
 - c. Appearing on behalf of any private person, other than themselves, before any public body in the City;
 - d. Accepting gifts with a value of more than \$100.00, whether in the form of money, things, favors, loans, or promises, that would not be offered or given to them if they were not an employee;¹
 - e. Disclosing any confidential information concerning any official or employee, or any other person, or any property or governmental affairs of the City, without prior formal authorization of the governing body;
 - f. Using or permitting the use of confidential information to advance the financial or personal interest of themselves or any other person; or
 - g. Appointing of any person related to them by blood or marriage to fill an office, position, employment, or duty, when the salary, wages, pay, or compensation is to be paid out of public funds.
- (2) *Hearings and determinations.* A name clearing hearing shall be held as described in the City of Lawrenceville Personnel Policy.

(b) *Code of Ethics for City Officials.*

- (1) *Principal policies.* The public trust requires public servants to fulfill their duties faithfully and honestly and to subordinate any personal interest, which conflicts with the public interest. A public servant is a trustee of the people and should strive to further the general welfare and not use public office or position to unethically improve their own private standing. The principal policies that form the foundation of this Code of Ethics are as follows:
 - a. The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.
 - b. The constitutions, laws and regulations of the United States and the State of Georgia and ordinances of the City of Lawrenceville should be upheld as a minimum standard of conduct.

¹A gift of \$25.00 or less is exempt from reporting. A gift of \$25.01 to \$99.99 is only exempt if the gift is reported in writing to the City Clerk within 30 days of receipt. The Clerk shall disclose all such gifts in a consent agenda report published on a quarterly basis.

- c. The most effective way to eradicate unethical practices is to consistently act with the highest moral principles and react appropriately to the ethical decisions of others.
 - d. City of Lawrenceville Officials should exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.
 - e. All citizens should be treated with courtesy, impartiality and equality.
- (2) *Intent.* It is the intent of this Code of Ethics that City of Lawrenceville officials shall not knowingly engage in any activity that is incompatible with the proper discharge of their official duties or which would tend to impair their judgment or actions in the performance of their official duties. Furthermore, City of Lawrenceville Officials should avoid any action that might result in or create the appearance of:
- a. Using public office or position in an unethical manner for private gain;
 - b. Impeding City of Lawrenceville efficiency or economy; or
 - c. Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Lawrenceville.
- (3) *Definitions.* As used in this section, the following words shall have the meaning ascribed to them below (unless otherwise required by context):
- a. *Benefit* means anything of monetary value that a reasonably prudent person would recognize as being likely to be intended to influence a City of Lawrenceville Official in the performance or non-performance of an official action.
 - b. *Confidential information* means information which has been obtained in the course of holding public office, employment, an independent contract or otherwise acting as a public servant, and which information is not available to members of the public under the Georgia Open Records Act or other law or regulation and which the public servant is not authorized to disclose, including:
 - 1. Any written information that could lawfully be ~~excepted~~exempted from disclosure pursuant to state law, unless the public servant disclosing it is authorized to do so by state law, or pursuant to some other pertinent law, policy or procedure;
 - 2. Any non-written information which, if it were written, could be excepted from disclosure under state law, unless the public servant disclosing it is authorized to do so by the state law, or pursuant to some other pertinent law, policy or procedure; and
 - 3. Information which was obtained in the course of or by means of a record or oral report of a lawful executive or closed session, whether or not the disclosure of the information would violate state law, unless the public servant disclosing it is authorized by state law to do so, or unless the public servant disclosing it has been properly authorized to disclose it pursuant to an applicable law, policy or procedure; however, when such information is also available through channels which are open to the public, this provision does not prohibit public servants from disclosing the availability of those channels.
 - c. *Entity* means a sole proprietorship, partnership, limited partnership, firm, corporation, professional corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business may be conducted.
 - d. *Immediate family* means the spouse, mother, father, grandparent, brother, sister, son or daughter of any City of Lawrenceville Official related by blood, adoption, or marriage. The relationship by marriage shall include in-laws.
 - e. *City of Lawrenceville Official* means the members of the City Council, Municipal Court Judges (including substitute judges), City Manager, Deputy City Manager, Assistant City Manager, Police

Chief, City Clerk, Assistant City Clerk, City Attorney and all other persons holding positions designated by the City Charter. The term City Official also includes all individuals appointed by the City Council to all City authorities, boards, commissions, committees, task forces, or other bodies unless specifically exempted from this article by the City Council.

- f. *Interest* means any personal pecuniary benefit accruing to a public servant or the public servant's partner in interest, whether in the public servant's own name or the name of any person or business from which the public servant is entitled to receive any personal benefit, as a result of a matter which is or which is expected to become the subject of an official action by or with the City.
- g. *Incidental interest* means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.
- h. *Partner in interest* means, when used in this article in connection with a public servant, as in the phrase "a public servant or a partner in interest," any and all of the following:
 - 1. A member of the public servant's immediate family;
 - 2. A business with which the public servant or a member of the public servant's immediate family is associated;
 - 3. Any other person with whom the public servant or a member of their immediate family is in business, or is negotiating or has an agreement concerning future employment or the future conferring of any personal benefit, whether in the public servant's own name or the name of any business or person from whom the public servant is entitled, or expects to become entitled, to receive any personal benefit, as a result of a contract or transaction which is, or which is expected to become, the subject of an official action by or with the City. The term "partner in interest" does not imply or require any form of legal partnership or formal agreement; or
 - 4. When used in the phrase "a public servant or partner in interest," the term "partner in interest" refers only to a partner in interest of the public servant to whom reference is being made, and not to any other person's partner in interest.
- i. *Remote interest* means an interest of a person or entity, including a City Official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general City fees, City utility charges, comprehensive zoning ordinance, or similar matters is deemed remote to the extent that the official would be affected in common with the general public.
- j. *Substantial interest* means an interest, either directly or through a member of the immediate family, in another person or entity, where:
 - 1. The interest is as follows:
 - (a) Ownership of five percent or more of the voting stock, shares or equity of the entity; or
 - (b) Ownership of \$5,000.00 or more of the equity or market value of the entity.
 - 2. The funds received by the person from the other person or entity during the previous 12 months either equal or exceed:
 - (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or ten percent of the recipient's gross income during that period, whichever is less;

- (b) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the City Council; or which entity receives an amount of \$5,000.00 or more; or
 - (c) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.
- (4) *Prohibited conduct.* City of Lawrenceville Officials shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts between their private self-interest and the public interest. Prohibited conduct of each City of Lawrenceville Official shall include the following:
 - a. City of Lawrenceville Officials shall not have a substantial interest that conflicts with their responsibilities and duties as trustees of the public good; or
 - b. City of Lawrenceville Officials shall not directly or indirectly engage in financial transactions as a result of, or primarily rely upon, confidential information obtained in the course of their office or received due to their position.
 - c. *Acceptance of gifts.* City of Lawrenceville Officials shall not solicit or accept, directly or indirectly, any benefit or payment from any person, corporation or group that has, or is seeking to obtain, a contractual or other business or financial relationship with the City of Lawrenceville.
 - 1. The above prohibitions shall not apply in the case of:
 - (a) Occasional nonmonetary gift(s) of insignificance or trinkets or gifts, such as a calendar, memento or pen, received in the normal course of business with a value of/or less than \$100.00;²
 - (b) Award publicly presented in recognition of public service;
 - (c) Transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
 - (d) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction;
 - (e) Campaign contributions made and reported in accordance with Georgia laws;
 - (f) Items listed under O.C.G.A. § 16-10-2 that are specifically itemized as "a thing of value shall not include" as now or hereafter amended;
 - (g) Promotional items generally distributed to the general public or to public officials; or
 - (h) Food, beverage, admission or expenses afforded City Officials, members of their immediate families, or others that are associated with normal and customary business or social functions, activities, or events.

²A gift of \$25.00 or less is exempt from reporting. A gift of \$25.01 to \$99.99 is only exempt if the gift is reported in writing to the City Clerk within 30 days of receipt. The Clerk shall disclose all such gifts in a consent agenda report published on a quarterly basis.

- d. *Use of public property.* City of Lawrenceville Officials shall not use City of Lawrenceville property of any kind for other than officially approved activities, nor shall they direct a City of Lawrenceville employee to use such property for other than official purposes.
- e. *Use of confidential information.* City of Lawrenceville Officials shall not directly make use of, or permit others to make use of, for the purpose of furthering a private interest, City of Lawrenceville information not made available to the general public.
- f. *Coercion.* City of Lawrenceville Officials shall not use their position in any way to coerce, or give the appearance of coercing:
 - 1. Another person to provide any benefits to themselves or to their immediate family as defined herein;
 - 2. A City of Lawrenceville employee, an appointed official of the City of Lawrenceville, or a contract employee to provide any benefit to themselves or to their immediate family as defined herein; or
 - 3. Any judge in the outcome of matters before the court.
- g. *Purchases.* City of Lawrenceville Officials shall not order any goods or services for the City of Lawrenceville or on behalf of the City of Lawrenceville without proper authorization in compliance with the City of Lawrenceville Code.
- h. *Conflicts of interest.* City of Lawrenceville Officials shall not represent private interests, other than their own, in any action or proceeding against the City of Lawrenceville or any portion of its government; or vote or otherwise actively participate in the negotiation or the making of any contract between the City of Lawrenceville government and any business or entity in which they have a substantial interest. City of Lawrenceville Officials shall not enter into any contract with, or have any interest in, either directly or indirectly, the City except as authorized by state law.
 - 1. This prohibition shall not be applicable to the professional activities of the City Attorney in their work as an independent contractor and legal advisor on behalf of the City.
 - 2. This prohibition shall not be applicable to an otherwise valid employment contract between the City and a City Official who is not elected (such as, by way of example, a City Manager).
 - 3. Any official who has a proprietary interest in an entity doing business with the City shall make that interest known in writing to the City Council and the City Clerk.
- i. *City of Lawrenceville employees.* City of Lawrenceville Officials shall not use a City of Lawrenceville employee for personal or private business during regular business hours or during the employee's scheduled shift.
- j. *Travel expenses.* City of Lawrenceville Officials shall not draw per diem or expense money from City of Lawrenceville to attend a seminar, convention, conference or similar meeting and then fail to attend the seminar, conference, convention or similar meeting without promptly reimbursing the City thereafter.
- k. *Commitments.* City of Lawrenceville Officials shall not act or create the appearance of acting on behalf of the City of Lawrenceville by promising to authorize or prevent any future official action of any nature, without proper authorization.
- l. *False statements.* City of Lawrenceville Officials shall not make an intentionally false or materially misleading statement or in any manner commit fraud in relation to any City of Lawrenceville or public business.

- m. *Disclosure.* City of Lawrenceville Officials shall disclose the nature of any substantial interest they have in a matter at the time such matter is presented to the City Council for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record.
- n. *Deliberation and vote prohibited.* City of Lawrenceville Officials shall not participate in a City of Lawrenceville Council appointed Board, Committee or Council meeting during the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, or any official act or action in which he or she has a substantial interest. Provided, however, that such officials shall not be precluded from addressing a Council appointed Board, Committee or the City Council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public. Where the interest of a City Official in the subject matter of a vote or decision is remote or incidental, the City Official may participate in the vote or decision and need not disclose the interest.
- o. *Duty to leave meeting.* To avoid the appearance of impropriety, after any member of the City Council or Council appointed Board or Committee member is determined to have a substantial interest or a potential substantial interest in any matter, they shall leave their regular seat as a member of the City Council or Council appointed Board or Committee and not return to it until deliberation and action on the matter is completed. Provided, however, that such official shall not be precluded from addressing an appointed Council Board or Committee or the City Council during the discussion of any agenda item or any official act or action in the same manner as a member of the general public.
- p. *Ethics hearing officer.* The Chief Judge of Municipal Court, or, in their absence, their designee who shall be another municipal court judge, or if no municipal court judge is available, the City Attorney, is hereby designated as the Ethics Hearing Officer. The Ethics Hearing Officer shall serve without compensation and may be removed for cause by a majority vote of the City Council. If the hearing officer is removed for cause, the next most senior Municipal Court Judge or the City Attorney shall serve as hearing officer.
- q. *Receipt of complaints.* All complaints against a City of Lawrenceville Official shall be filed in writing with the City Clerk to be referred to the Ethics Hearing Officer in such form as may be prescribed by the Ethics Hearing Officer. All complaints shall be submitted and signed under oath, shall be legibly drawn, and shall clearly address matters within the scope of this ordinance. Upon receipt of a complaint in proper form, the City Clerk will deliver a copy of the complaint to the Ethics Hearing Officer, who shall:
 - 1. Review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke disciplinary action or is to be considered for further investigation.
 - 2. Be empowered to dismiss those complaints that are unjustified, frivolous, patently unfounded or that fail to state facts sufficient to constitute a violation of this article; provided, however, that a rejection of such complaint by the Ethics Hearing Officer shall not deprive the complaining party of any action he or she might otherwise have at law or in equity against the City of Lawrenceville Official.
 - 3. Notify the City of Lawrenceville Official charged in the complaint as soon as practicable but in no event later than seven calendar days after receipt of a verified complaint.
 - 4. Be empowered to collect evidence and information concerning any complaint and to add to the findings and results of its investigation to the file containing such complaint.

5. Be empowered to conduct probable cause investigations, to take evidence and hold hearings. The Ethics Hearing Officer shall give the City of Lawrenceville Official notice and an opportunity for a hearing.
 6. Be empowered to recommend to the City Council that any City of Lawrenceville Official found to have violated any provision of this article receive a reprimand, censure or be requested to resign their office.
 7. Be empowered to refer a complaint to the appropriate law enforcement agent or agency for investigation and possible prosecution.
 8. Take action within 60 days of receipt of the complaint. The decision by the Ethics Hearing Officer shall be reduced to writing and served upon all parties of interest within five days of reaching a decision.
 9. The Ethics Hearing Officer shall appear in a public hearing before the City Council to present argument and evidence to justify the recommendation contained in paragraph (6) above and make a recommendation of the proper penalty to be imposed. The City Council shall have the final authority to act on or reject the recommendation within 30 days of the presentation by the Hearing Officer.
- r. *City Council action.* Within 30 days following the presentation of the findings of the Ethics Hearing Officer, the City Council shall have the final authority to act on or reject the recommendations of the Ethics Hearing Officer. If the subject of the complaint is a member of the City Council, he or she will not be allowed to vote pursuant to this section or participate in any discussion related thereto. Nor shall such position be counted for the purpose of establishing a quorum for this particular purpose.
 - s. *Penalties.* Upon majority vote of the City Council, any violation of this Code of Ethics shall subject the offender to disciplinary action including reprimand, censure, or a request to the offending City of Lawrenceville Official that he or she resign their office.
 - t. *Right to appeal.* Any City of Lawrenceville Official adversely affected by a disciplinary action taken by the City Council may appeal the decision to the Gwinnett County Superior Court in accordance with the laws of the State of Georgia. Provided, however, that no action of the Hearing Officer refusing or failing to take action pursuant to this Code of Ethics shall be reviewable by the Superior Court.
 - u. *Election tolling.* To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a City official, whether currently serving as a City official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.

(Code 2005, § 3-102; Ord. No. 2018-4, 3-21-2018)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Approval of Fiscal Year 2022 Budget Amendment 355-10-25

Department: City Manager

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: \$17,599,000

Presented By: Chuck Warbington

Action Requested: Approve Fiscal Year 2022 Budget Amendment 355-10-25 in the amount of \$17,599,000

Summary: The city intends to acquire several properties for redevelopment purposes. The total cost for the property purchases is \$17,599,000. A number of the properties will be sold as part of a redevelopment project near Central Gwinnett High School known as the Central Block project. The remaining properties will be held for resale at a future date. The sales price for the Central Block properties is \$5,750,000. The City will use Fund Balance to fund the difference. The General Fund will provide \$8,000,000 and the Gas Fund will provide \$3,849,000. Fund Balance for the General Fund and Gas Fund will exceed the City's minimum requirement for Fund Balance after this transaction.

Fiscal Impact: Upon approval of the budget amendment project 01-017 (Redevelopment Property) will have a total budget of \$17,599,000. The Budget Amendment will affect several general ledger accounts in three funds: General Fund, Gas Fund, and Capital Projects Fund. The Budget Amendment will increase the following general ledger accounts:

1000000-391020	\$5,750,000	(Revenue from sale of Central Block property)
1001320-611000	\$13,750,000	(General Fund transfer out to Capital Projects Fund)
5154700-611000	\$3,849,000	(Gas Fund transfer out to Capital Projects Fund)
3550000-391000	\$17,599,000	(Transfer in from General and Gas Funds)
3551320-541000	\$17,599,000	(Capital Budget for Project)

Concurrences: Finance Department



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Acquisition of 1 parcel located at 73 Gwinnett Drive

Department: City Manager

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: \$399,000

Presented By: Chuck Warbington

Action Requested: Approve the acquisition of 1 parcel located at 73 Gwinnett Drive

Summary: For redevelopment purposes, the following property is being recommended to be acquired by the City for resale and for redevelopment purposes:
73 Gwinnett Drive – Tax Parcel 5143 185

Fiscal Impact: \$399,000

Attachments/Exhibits: Real Estate Agreement dated 8/27/2021

REAL ESTATE AGREEMENT

THIS AGREEMENT, made this 27 day of August, 2021 by and among **THE CITY OF LAWRENCEVILLE** ("Purchaser") and **MUSKOKA LAKES LLC** (herein referred to as the "Seller").

RECITALS

- A. Purchaser intends to acquire this parcel and the title to the certain tract of real property located at:
a. 73 Gwinnet Drive — Tax Parcel 5143 185

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Properties to Purchaser and Purchaser shall purchase the Properties from Seller. Purchaser shall pay to Seller the purchase price of **THREE HUNDRED AND NINETY NINE THOUSAND AND NO/100THS DOLLARS (\$399,000)**.
2. EARNEST MONEY. The Purchaser, on or before two (2) business days after the final execution of this Agreement, shall deliver to the Escrow Agent the Purchaser's check in the amount of **FIVE THOUSAND AND NO/100THS DOLLARS (\$5000.00)** (herein referred to as the "Earnest Money"). The Earnest Money held by Escrow Agent shall be applied against the Purchase Price at the Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement with Escrow Agent or otherwise disbursed as provided herein.
- B. Investment of Earnest Money. Escrow Agent shall invest the Earnest Money in accordance with the provisions of Paragraph 15.1 below.
3. SURVEY. Purchaser may, at its option, obtain a survey prepared by a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Property for the purpose of determining the exact number of acres within the boundary of the Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Property. The legal description for the conveyance of the property will be based upon the legal description set forth above. Upon request of Purchaser, Seller will deliver a quitclaim deed in aid of title containing the legal description based upon the Survey.
4. CONVEYANCE OF TITLE. Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable limited warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) ad

valorem taxes for the current year which are not yet due and payable ("Existing Title Exceptions"); (ii) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (iii) those other title exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; and (iv) the lien for ad valorem taxes not yet due and payable (the "Permitted Title Exceptions"). Not later than sixty (60) days after the Effective Date, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title (including the Existing Title Exceptions) and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such objections. In the event that the Seller fails to cure any such objections by Closing, Purchaser may (i) terminate this Agreement and recover the Earnest Money previously paid by Purchaser, or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof.

5. RIGHT OF INSPECTION. (a) Purchaser shall have sixty (60) days after the Effective Date to inspect the Property. At any time during such period, Purchaser may notify Seller expressly and in writing that Purchaser has determined, for any reason or no reason, in its sole and absolute discretion that it will not complete the proposed acquisition of the Property, and is thereby terminating this Agreement. Following such sixty-day (60) period, Purchaser shall have no right to terminate this Agreement other than in accordance with Paragraph 14A. Seller makes no representations or warranties with respect to said inspection rights. Purchaser indemnifies and holds Seller harmless from and against loss or damage Seller may incur and as a result of Purchaser's activities or the activities of Purchaser's agents, representatives or designees on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this Paragraph 5 or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorney's fees. This indemnity shall survive the Closing or any termination of this Agreement.

6. CLOSING.

A. Closing. The Closing shall be on or before April 29, 2022 (hereinafter referred to as the "Closing Date"). The Closing shall be held in Lawrenceville, Georgia at the offices of the Escrow Agent at a time and date which is mutually agreeable to Seller and Purchaser; and Purchaser agrees to provide Seller two (2) days written notice of the date and time for Closing, accompanied with drafts of all documents to be executed by Seller at Closing. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying fee simple title to the Property.

B. Taxes. Real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Property is included within a larger parcel for taxing purposes, Seller agrees to cause the taxes to be paid on the real property of which the Property forms a part on or before the date such tax bills become delinquent. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty of title which is to be contained in the deed of conveyance from Seller to Purchaser. Seller shall provide evidence of authority for the person or persons executing documents on behalf of the Seller satisfactory to the Purchaser's title insurance company.

D. Expenses of Closing. The Seller shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, if any. The Purchaser shall pay the survey costs, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

7. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations and warranties, with said representations and warranties:

(i) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iv) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing agreements or other agreements arising through Seller with any third parties concerning leasing of the Property; and

B. Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

8. PURCHASER'S REPRESENTATIONS.

A. Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a party; and

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.

B. Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

9. PROPERTY SOLD "AS IS".

All of the Property shall be purchased by Purchaser "as is, with all faults", except as otherwise expressly provided for herein; and Seller makes no warranties or representations, express or implied with respect to the quality or conditions thereof, merchantability or fitness for any use or purpose or compliance with law, except as otherwise specifically provided herein.

10. PURCHASER'S COVENANT.

Purchaser agrees to assist Seller in the licensing of a new pawn shop location to be identified by Seller. This covenant shall survive the Closing.

11. BROKERAGE COMMISSION; DISCLOSURE. The parties acknowledge that there are no Brokers representing either the Seller or the Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder for any reason whatsoever. Purchaser and Seller each hereby indemnities the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act. O.C.G.A. § 44-14-600. et. seq.

12. DAMAGE AND CONDEMNATION.

A. Risk of Loss. If, prior to the Closing, all or any material part of the Property is damaged or destroyed by fire or other casualty, Seller agrees to give Buyer prompt written notice of such occurrence and Purchaser, by written notice to Seller, to be given within ten (10) calendar

days after Purchaser's receipt of Seller's notice of such damage or destruction (with the date of Closing being extended automatically to allow such time period to run fully), may elect to terminate this Agreement. For the purposes of this Section 12A., a "material" part of the Property will have been damaged or destroyed if the cost to repair such damage will exceed \$100,000. If this Agreement is terminated pursuant to this Section 12A., Purchaser shall be entitled to receive a refund of the Earnest Money from Escrow Agent, whereupon the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. If Purchaser does not elect (or is not entitled) to terminate this Agreement following any notice of damage or destruction to the Property, as provided in this Section 12A., this Agreement shall remain in full force and effect and the Property shall be conveyed at Closing subject to the damage caused by the casualty without any reduction in the Purchase Price or any abatement of its obligations to purchase the Property

13. NOTICES.

Any notice, approval, requests, demands, tenders, or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is actually delivered, or (ii) if mailed, in the United States Mail, certified, return receipt requested, to the address for each party set forth below, as of the date which is the date of the post mark on such notice, or (iii) if delivered by courier or express mail service, telegram or mailgram, to the address for each party set forth below, where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery, or (iv) one (1) day after being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or (v) when transmitted by email (provided that confirmation thereof is delivered by certified or registered mail) to the email address for each party set forth below.

PURCHASER:

City of Lawrenceville
70 South Clayton Street
Lawrenceville, Georgia 30046
Attn: Chuck Warbington, City Manager

With a copy to:

Thompson, Sweeny, Kinsinger, & Pereira, PC
690 Long Leaf Drive
Lawrenceville, Georgia 30046
Attn: Lee Thompson

SELLER:

Muskoka Lakes LLC
Attn: Steven J. Keeter
6035 Carlisle Ln
Alpharetta, GA 30072

With a copy to:
J.F. Tenney Law, LLC
P.O. Box 675259
Marietta, GA 30006
Attn: James F. Tenney

Any party may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

14. DEFAULT.

A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser or (b) waive such inability and proceed to close the transaction without regard thereto.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to the default of the Seller hereunder, the Purchaser shall have the right of specific performance, but not damages, except as provided immediately below, against Seller. Neither an uncured title defect or objection against the Property, nor the inability of the Seller to convey title because of the Seller's failure to obtain title to the Property pursuant to the Seller's Contract shall be deemed to be an event of default on the part of Seller hereunder.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 14(B) or specific performance against the Purchaser.

15. ESCROW INSTRUCTIONS.

15.1 Investment of Earnest Money. Escrow Agent shall hold the Earnest Money in an insured non interest bearing account at a banking institution with which Escrow Agent has an established banking relationship. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

15.2 Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 14.A, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Paragraph 14.A, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

15.3 Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

15.4 Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 6.A (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for gross negligence, willful misconduct or breach of trust by Escrow Agent).

15.5 Indemnity. Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Paragraph 15, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims,

actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 15.5. The provisions of this Paragraph 15.5 shall survive the Closing or any termination, cancellation or rescission of this Agreement.

16. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Seller and the Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the Purchaser and the Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the Purchaser and the Seller.

D. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and the respective successors, successors in title and permitted assigns. This Agreement is not assignable by either party.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby. and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

I. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

J. Possession. Full and complete possession of the Property shall be delivered to Purchaser at iespec.tive Closing of each Parcel.

K. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

SELLER:

MUSKOKA LAKES LLC

August 27, 2021
Date

By: [Signature]
Steven J. Keeter, Manager

PURCHASER:

CITY OF LAWRENCEVILLE

9/2/2021
Date

By: [Signature] City
Manager



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Acquisition of 3 parcels located at 534 W. Crogan Street, 503 Gwinnett Drive, and 79 Gwinnett Drive

Department: City Manager

Date of Meeting: Monday, October 25, 2021

Fiscal Impact: \$1,500,000

Presented By: Chuck Warbington

Action Requested: Approve the acquisition of 3 parcels located at 534 W. Crogan Street, 503 Gwinnett Drive, and 79 Gwinnett Drive

Summary: For redevelopment purposes, the following properties owned by one owner are being recommended to be acquired by the City resale and for redevelopment purposes:

534 W. Crogan Street – Tax Parcel 5143 178

503 Gwinnett Drive – Tax Parcel 5143 183

79 Gwinnett Drive – Tax Parcel 5143 184

Fiscal Impact: \$1,500,000

Attachments/Exhibits: Real Estate Agreement dated 10/18/2021

REAL ESTATE AGREEMENT

THIS AGREEMENT, made this 18th day of October, 2021 by and among **THE CITY OF LAWRENCEVILLE** ("Purchaser") and **CROGAN STREET-CLARK LLC and CROGAN STREET-JLC LLC** (herein referred to as the "Seller").

RECITALS

- A. Purchaser intends to acquire three parcels and the title to the certain tract of real property located at:
- a. 534 W. Crogan Street – Tax Parcel 5143 178
 - b. 503 Gwinnett Drive – Tax Parcel 5143 183
 - c. 79 Gwinnett Drive – Tax Parcel 5143 184

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Properties to Purchaser and Purchaser shall purchase the Properties from Seller. Purchaser shall pay to Seller the purchase price of ONE MILLION AND FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,500,000).

2. EARNEST MONEY. The Purchaser, on or before two (2) business days after the final execution of this Agreement, shall deliver to the Thompson, Sweeny, Kinsinger & Pereira P.C. (Escrow Agent) the amount of FIVE THOUSAND AND NO/100THS DOLLARS (\$5000.00) (herein referred to as the "Earnest Money"). The Earnest Money held by Escrow Agent shall be applied against the Purchase Price at the Closing, subject to the terms and conditions of this Agreement..

B. Investment of Earnest Money. Escrow Agent shall invest the Earnest Money in accordance with the provisions of Paragraph 15.1 below.

3. SURVEY. Purchaser may, at its option, obtain a survey prepared by a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Property for the purpose of determining the exact number of acres within the boundary of the Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Property. The legal description for the conveyance of the property will be based upon the legal description set forth above. Upon request of Purchaser, Seller will deliver a quitclaim deed in aide of title containing the legal description based upon the Survey.

4. CONVEYANCE OF TITLE. Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable limited warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) ad valorem taxes for the current year which are not yet due and payable ("Existing Title Exceptions"); (ii) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (iii) those other title exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; and (iv) the lien for ad valorem taxes not yet due and payable (the "Permitted Title Exceptions"). Not later than sixty (60) days after the Effective Date, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title (including the Existing Title Exceptions) and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such objections. In the event that the Seller fails to cure any such objections by Closing, Purchaser may (i) terminate this Agreement and recover the Earnest Money previously paid by Purchaser, or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof.

5. RIGHT OF INSPECTION. Seller makes no representations or warranties with respect to said inspection rights. Purchaser indemnifies and holds Seller harmless from and against loss or damage Seller may incur and as a result of Purchaser's activities or the activities of Purchaser's agents, representatives or designees on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this Paragraph 5A or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorney's fees. This indemnity shall survive the Closing or any termination of this Agreement.

6. CLOSING.

A. Closing. The Closing shall be on or before June 30, 2022 (hereinafter referred to as the "Closing Date"). The Closing shall be held in Lawrenceville, Georgia at the offices of the Escrow Agent at a time and date which is mutually agreeable to Seller and Purchaser; and Purchaser agrees to provide Seller two (2) days written notice of the date and time for Closing, accompanied with drafts of all documents to be executed by Seller at Closing. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying fee simple title to the Property.

B. Taxes. Real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Property is included within a larger parcel for taxing purposes, Seller agrees to cause the taxes to be paid on the real property of which the Property forms a part on or before the date such tax bills become delinquent. At the time that the tax bills are

received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller (including, but not limited to, real estate brokerage services incurred by Seller), labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty of title which is to be contained in the deed of conveyance from Seller to Purchaser. Seller shall provide evidence of authority for the person or persons executing documents on behalf of the Seller satisfactory to the Purchaser's title insurance company.

D. Expenses of Closing. The Seller shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, if any. The Purchaser shall pay the survey costs, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

7. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations and warranties, with said representations and warranties shall be effective as of the date of Closing:

(i) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iv) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing agreements or other agreements arising through Seller with any third parties concerning leasing of the Property; and

B. Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

8. PURCHASER'S REPRESENTATIONS.

A. Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into and perform this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a party; and

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.

B. Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

9. PROPERTY SOLD "AS IS".

All of the Property shall be purchased by Purchaser "as is, with all faults", except as otherwise expressly provided for herein; and Seller makes no warranties or representations, express or implied, with respect to the quality or conditions thereof, merchantability or fitness for any use or purpose or compliance with law, except as otherwise specifically provided herein.

10. CONDITIONS PRECEDENT.

A. Seller agrees to allow rezoning of the property as necessary.

B. Seller agrees to allow the City to assign the contract to the Development Authority as necessary.

C. If property is closed before June 30, 2022, existing Tenant may remain until June 30, 2022 at no cost to the Tenant.

D. Buyer shall have 45 days to complete title search and disclose any issues with title. If Seller cannot resolve any issues with title, the earnest money shall be refunded in full and this agreement terminated.

11. BROKERAGE COMMISSION; DISCLOSURE. The parties acknowledge that there are no Brokers representing either the Seller or the Purchaser in this transaction. It is understood and

agreed that no commission shall be due hereunder for any reason whatsoever. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. § 44-14-600, et. seq.

12. DAMAGE AND CONDEMNATION.

A. Risk of Loss. The Seller shall bear all risk of loss with respect to the Property until the Closing.

13. NOTICES.

Any notice, approval, requests, demands, tenders, or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is actually delivered, or (ii) if mailed, in the United States Mail, certified, return receipt requested, to the address for each party set forth below, as of the date which is the date of the post mark on such notice, or (iii) if delivered by courier or express mail service, telegram or mailgram, to the address for each party set forth below, where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery, or (iv) one (1) day after being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or (v) when transmitted by email (provided that confirmation thereof is delivered by certified or registered mail) to the email address for each party set forth below.

PURCHASER:

City of Lawrenceville
70 South Clayton Street
Lawrenceville, Georgia 30046
Attn: Chuck Warbington, City Manager

With a copy to:

Thompson, Sweeny, Kinsinger, & Pereira, PC
690 Long Leaf Drive
Lawrenceville, Georgia 30046
Attn: Lee Thompson

SELLER:

Crogran Street – Clark LLC
 Crogran Street – JLC LLC

Attn: Stephanie Clark Head
 770. 828. 9685

With a copy to:
 2530 Serenity St.
 Monroe, Ga 30655

Any party may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

14. DEFAULT.

A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser or (b) waive such inability and proceed to close the transaction without regard thereto.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to the default of the Seller hereunder, the Purchaser shall have the right of specific performance, but not damages, except as provided immediately below, against Seller. Neither an uncured title defect or objection against the Property, nor the inability of the Seller to convey title because of the Seller's failure to obtain title to the Property pursuant to the Seller's Contract shall be deemed to be an event of default on the part of Seller hereunder.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its

obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 13(B) or specific performance against the Purchaser.

15. ESCROW INSTRUCTIONS.

15.1 Investment of Earnest Money. Escrow Agent shall hold the Earnest Money in an insured non-interest bearing account at a banking institution with which Escrow Agent has an established banking relationship. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

15.2 Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 6.B, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Paragraph 6.B, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

15.3 Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or

presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

15.4 Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 5.A (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for gross negligence, willful misconduct or breach of trust by Escrow Agent).

15.5. Indemnity. Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Paragraph 14, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 15.5. The provisions of this Paragraph 15.5 shall survive the Closing or any termination, cancellation or rescission of this Agreement.

16. MISCELLANEOUS.

A. Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

B. Waiver. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

C. Entire Agreement. This Agreement contains the sole and entire agreement of the Seller and the Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the Purchaser and the

Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by the Purchaser and the Seller.

D. Time is of the Essence. Time is of the essence with respect to this Agreement.

E. Survival of Provisions. The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

F. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

G. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

H. Date of this Agreement. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

I. Possession. Full and complete possession of the Property shall be delivered to Purchaser at respective Closing of each Parcel.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal, as of the day and year indicated opposite their names below.

SELLER:

CROGAN STREET-CLARK LLC
CROGAN STREET-JLC LLC

10/18/2021
Date

By: Stephano Clark Head
John Walter Clark

PURCHASER:

City of Lawrenceville

10/18/2021
Date

By: [Signature]
City Manager



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Acquisition of 4 parcels located at 35 Gwinnett Drive, 436 and 451 Huff Street, and 179 Plainview Drive
Department:	City Manager
Date of Meeting:	Monday, October 25, 2021
Fiscal Impact:	\$15,700,000
Presented By:	Chuck Warbington
Action Requested:	Approve the acquisition of 4 parcels located at 35 Gwinnett Drive, 436 and 451 Huff Street, and 179 Plainview Drive

Summary: For redevelopment purposes, the following properties owned by one owner are being recommended to be acquired by the City for resale and for redevelopment purposes:

35 Gwinnett Drive – Tax Parcel 5143 188

436 Huff Drive – Tax Parcel 5143 258

451 Huff Drive – Tax Parcel 5143 216

179 Plainview Drive – Tax Parcel 5142 117

Fiscal Impact: \$15,700,000

Attachments/Exhibits:



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) to transfer properties identified as Central Block for redevelopment purposes

Department: City Manager

Date of Meeting: Monday, October 25, 2021

Fiscal Impact:

Presented By: Chuck Warbington

Action Requested: Approve the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville that transfers the properties identified as the Central Block in Exhibit A to the DDA for redevelopment purposes upon the approval of the agreement by the City Attorney.

Summary: The City has acquired and assembled multiple properties along Gwinnett Drive and Lawrenceville Highway known as the Central Block for the purposes of redevelopment. This Intergovernmental Agreement with the Downtown Development Authority transfers the properties to the DDA. The IGA requires the DDA to provide to the City all proceeds received by the DDA for the sale of the properties.

Attachments/Exhibits: Intergovernmental Agreement for the Central Block

**INTERGOVERNMENTAL AGREEMENT
Central Block Property**

This **INTERGOVERNMENTAL AGREEMENT (“IGA”)** is made and entered into as of the ____ day of _____, 2021, by and between the **CITY OF LAWRENCEVILLE, GEORGIA**, a Georgia municipal corporation in the State of Georgia (the “**City**”), and the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA**, a public corporation created and existing under the laws of the State of Georgia (the “**DDA**”).

W I T N E S S E T H:

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

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

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA 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 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 DDA do hereby agree as follows:

1. The City will transfer to the DDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.

2. The DDA shall pay to the City any amounts obtained by the DDA from the sale of any portion of the property for redevelopment purposes less reasonable closing costs. It is understood and agreed that in the performance of the obligations of the DDA herein contained, any obligation for the payment of money to the City shall not constitute a general obligation of the DDA but shall be a limited obligation of the DDA, payable solely out of payments received by the DDA for the sale of any portion of the property acquired with the funds provided by the City.

3. Should the property contain structures, the City shall have the right pursuant to the terms of this IGA to provide for the demolition of all such structures, and the City shall be responsible for the cost associated with the demolition of the structures, and with any environmental testing or remediation associated with the demolition of such structures.

4. The transfer of the Subject Property by the DDA MAY be subject to restrictions and covenants deemed appropriate by the DDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the development plan to be approved by the City and in a manner which will provide 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 DDA. 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.

CITY OF LAWRENCEVILLE, GEORGIA

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

Attest _____
Karen Pierce, City Clerk

(City Seal)

**CITY OF LAWRENCEVILLE DOWNTOWN
DEVELOPMENT AUTHORITY**

Date Signed: _____ By _____
Chairman

Attest _____
Secretary

(Authority Seal)



Exhibit A | Central Block City of Lawrenceville



10/20/2021 Team GIS | IT

LAWRENCEVILLE
GEORGIA



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 25, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Purchase of Pad Mount Transformers
Department:	Electric
Date of Meeting:	Monday, October 25, 2021
Fiscal Impact:	\$435,800.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Award Purchase of Pad Mount Transformers to low bidder, JCL Energy, LLC in the amount of \$435,800.00. Authorization for City Manager to approve price adjustments due to market volatility.

Summary: This purchase is to provide 2500 KVA pad mount transformers for the expansion of the Gwinnett Medical Center project and to replenish the inventory of 100 KVA pad mount transformers. Due to supply chain constraints, lengthy lead times, and raw material volatility, suppliers can not guarantee firm pricing for more than a few days.

Fiscal Impact: Amount of \$435,800.00. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-040.

Attachments/Exhibits:
Bid Tabulation

Electric Transformers

Electric

				Anixter Utility Power Solutions		Gresco Utility Supply		Stuart C. Irby Co., Inc.		JCL Energy, LLC		Tri-State Utility Products, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2500 KVA Padmount Transformer	8	EA	\$46,279.00	\$370,232.00	N/B	N/B	\$60,926.00	\$487,408.00	\$45,850.00	\$366,800.00	\$70,902.00	\$567,216.00
2	100 KVA Padmount Transformer	20	EA	\$5,103.00	\$102,060.00	N/B	N/B	\$4,412.00	\$88,240.00	\$3,450.00	\$69,000.00	\$5,320.00	\$106,400.00
TOTAL				\$472,292.00		N/B		\$575,648.00		\$435,800.00		\$673,616.00	

Recommended vendor:

JCL Energy, LLC

892 S Dock Street

Sharon, PA 16146

ratterholt@jcl.energy