



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL REGULAR MEETING AGENDA

---

Monday, June 21, 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. New Employee Recognition - Community Relations Department

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

2. May 24, 2021 Regular Meeting and Executive Session
3. June 9, 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.

4. Consideration of a Cooperation Agreement with Gwinnett County for Community Development Block Grant (CDBG) Funds for Federal Fiscal Years 2022 - 2024

[5.](#) Raco Drive Feeder Extension Project

[6.](#) Resolution to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee

**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.

[7.](#) FY 2022 Proposed Budget Public Hearing

**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.

[8.](#) ANNX2021-00004, RZC2021-00021, RZC2021-00022, RZC2021-00023, RZC2021-00024, and RZC2021-00025; Sugarloaf Crossing Association, LLC, Life Storage LP, ISZ, LLC, Sugarloaf Marathon, LLC, and Octavian Group LLLP; 4850 Sugarloaf Parkway, 4855 Sugarloaf Parkway, 4875 Sugarloaf Parkway, 875 Marathon Parkway, 1720 Marathon Blvd

**Council Business Old Business**

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

[9.](#) Update to the City Code of Ordinances, Chapter 32, Article I Public Properties

[10.](#) Maltbie Industrial Small Tract Surplus

**Council Business New Business**

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

[11.](#) Accept quitclaim deed and approve lease with Lawrenceville Lions Club

[12.](#) Approval of a contract to purchase property located at Old Snellville Highway, Lawrenceville, Georgia, also known as Tax Parcel 5116 003, consisting of +/- 0.45 acre.

[13.](#) City Limits Boundary Map Update

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

**Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                       |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Consideration of a Cooperation Agreement with Gwinnett County for Community Development Block Grant (CDBG) Funds for Federal Fiscal Years 2022 - 2024 |
| <b>Department:</b>       | City Manager                                                                                                                                          |
| <b>Date of Meeting:</b>  | Monday, June 21, 2021                                                                                                                                 |
| <b>Fiscal Impact:</b>    | To be determined based on funding allocation                                                                                                          |
| <b>Presented By:</b>     | Steve North, Deputy City Manager                                                                                                                      |
| <b>Action Requested:</b> | Approval of a Cooperation Agreement with Gwinnett County for Community Development Block Grant (CDBG) Funds for Federal Fiscal Years 2022 - 2024      |

---

**Summary:** Gwinnett County is an entitlement County for Community Development Block Grant (CDBG) funds from the federal government. This agreement allows the City to apply for an amount of allocated funding each year without having to compete with other cities and counties throughout the State. The City will apply for a portion of the funds available from Gwinnett County for within Gwinnett.

**Fiscal Impact:** Funding will be determined on a yearly basis on the amount allocated to Gwinnett County by the federal government and the amount allocated by the County.

**Attachments/Exhibits:** Copy of Cooperation Agreement

U.S. Department of Housing and Urban Development  
CDBG Program Urban County Qualification



COOPERATION AGREEMENT

for

Gwinnett County, Georgia

and

City of Lawrenceville

**Federal Fiscal Years 2022 - 2024**

AUTHORITY: HUD - CPD NOTICE 21-06



## Table of Contents

|                                                 |    |
|-------------------------------------------------|----|
| Section 1: Federal Requirements .....           | 4  |
| Section 2: CDBG Allocation .....                | 4  |
| Section 3: Duration of Agreement.....           | 6  |
| Section 4: Federal Grant Restrictions .....     | 6  |
| Section 5: Compliance .....                     | 7  |
| Section 6: CDBG Eligible Project Approval ..... | 8  |
| Section 7: Program Income.....                  | 8  |
| Section 8: Authorizations .....                 | 9  |
| Section 9: Agreement Execution.....             | 10 |
| Section 10: City Clerk Certification .....      | 11 |

**GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS  
COOPERATION AGREEMENT [AUTHORITY: CPD NOTICE 21-06; April 2021]**

Program Year 2022-2024

**STATE OF GEORGIA – COUNTY OF GWINNETT**

This Cooperation Agreement made this        day of       , 2021, by Gwinnett County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Lawrenceville, a political subdivision of the State of Georgia (hereinafter referred to as the "City").

**Section 1: Urban County Qualification Requirements**

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds [and any program income derived from the expenditure of CDBG funds] to be made available during the period beginning with Federal Fiscal Year [hereinafter referred to as "FFY"] 2022 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of Lawrenceville its rights of future exclusion from the County CDBG Program for each successive three-year qualification period, in compliance with HUD-required notification dates.

HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewing at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three-year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations [and as further described in this Agreement], beginning with FFY 2022.

**Section 2: CDBG Program**

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low- and moderate-income persons. These funds will benefit low- and moderate-income citizens of the County's incorporated municipalities if the needs of such persons in these municipalities are included in the Gwinnett County CDBG Program.

This agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing the CDBG cooperation agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Gwinnett County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each program year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any other Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Gwinnett County Board of Commissioners.

During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

### **Section 3: Duration of Agreement**

This Agreement remains in effect until CDBG (and, where applicable, HOME and ESG) funds have been received from HUD and program income received (with respect to activities carried out during the three-year qualification period) have been expended by the City and the County, and the funded activities completed. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Gwinnett County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with FFY 2022 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three-year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three-year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three-year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three-year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three-year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as: (1) HUD requires changes in the Agreement; or (2) the City shall choose to exclude itself from the County CDBG Program; or (3) the County shall no longer qualify to receive CDBG funds.

### **Section 4: Federal Grant Restrictions**

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in

undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban county renewal, and publicly assisted housing within the municipal limits of said City.

### **Section 5: Compliance**

The county and the city agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-



violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

### **Section 6: CDBG Eligible Project Approval**

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

### **Section 7: Program Income**

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition.
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

### **Section 8: Authorizations**

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

## **Section 9: Agreement Execution**

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

### **For: City of Lawrenceville**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Mayor David Still

\_\_\_\_\_  
Typed/Printed Name & Title of  
Authorized Official

\_\_\_\_\_  
Date of Signature

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

\_\_\_\_\_  
Print Name & Title of Attestor

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date Approved: Lawrenceville Governing  
Body:

\_\_\_\_\_  
[IMPRINT CITY SEAL HERE]

### **For: Gwinnett County, Georgia**

\_\_\_\_\_  
Nicole L. Hendrickson, Chairwoman  
Gwinnett County Board of Commissioners

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Attestor: \_\_\_\_\_  
Diane Kemp, County Clerk

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
[IMPRINT COUNTY SEAL HERE]

\_\_\_\_\_  
Eryca Fambro, Director  
Gwinnett County Community Development  
Program Office

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Gwinnett County Board Action Date

\_\_\_\_\_  
Approved As To Form:

\_\_\_\_\_  
Michael P. Ludwiczak, County Attorney's  
Office

\_\_\_\_\_  
Date of Signature



## **Section 10: City Clerk Certification**

**Name of City:** City of Lawrenceville

This is to certify that the authority to execute the attached Cooperation Agreement with the Gwinnett County Board of Commissioners for participation in the Gwinnett County Community Development Block Grant Program, for Urban County Qualification beginning with FFY 2022, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Gwinnett County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

\_\_\_\_\_, 2021  
Date

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

\_\_\_\_\_  
Signature of City Clerk

\_\_\_\_\_  
Typed Name of City Clerk

\_\_\_\_\_  
Date of Signature

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

\_\_\_\_\_  
Print Name/Title of Attestor

\_\_\_\_\_  
Date of Signature



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JUNE 21, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Raco Drive Feeder Extension Project                                                                                                                                                                                                                    |
| <b>Department:</b>       | Electric                                                                                                                                                                                                                                               |
| <b>Date of Meeting:</b>  | Monday, June 21, 2021                                                                                                                                                                                                                                  |
| <b>Fiscal Impact:</b>    | \$503,383.17                                                                                                                                                                                                                                           |
| <b>Presented By:</b>     | Barry Mock, Assistant City Manager, Public Works Director                                                                                                                                                                                              |
| <b>Action Requested:</b> | Award Raco Drive Feeder Extension Project to low bidder, Over and Under General Contractor, Inc., amount not to exceed \$503,383.17. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award. |

---

**Summary:** This project consists of the installation of a new 50-3 pole double circuit, 3000 feet of 6" bore able conduit with 9000 feet of conductor, three switchgears, and 3 new inline switches. This will be done through directional underground drilling. This will increase the power capabilities of substation 3.

**Fiscal Impact:** Amount not to exceed \$503,383.17. This project is funded by the Capital Outlay Fund (5114600-541000).

**Attachments/Exhibits:**  
Bid Tabulation

2017-21  
Raco Drive Feeder Extension Project  
Electric Department

BID TABULATION

|        |                                                          |  |          | Over and Under General Contractor, Inc. |              | U-TEC Construction, Inc. |              |
|--------|----------------------------------------------------------|--|----------|-----------------------------------------|--------------|--------------------------|--------------|
| ITEM # | DESCRIPTION                                              |  |          | BASE BID                                |              | BASE BID                 |              |
| 1.     | Raco Drive Feeder Extension Project                      |  |          | \$186,483.17                            |              | \$1,173,634.52           |              |
|        |                                                          |  |          |                                         |              |                          |              |
| ITEM # | DESCRIPTION                                              |  | QTY.     | UNIT PRICE                              | TOTAL PRICE  | UNIT PRICE               | TOTAL PRICE  |
| 1.     | Add for Rock Bore                                        |  | 2,000 LF | \$147.20                                | \$294,400.00 | \$275.00                 | \$550,000.00 |
| 2.     | Open trench if rock is found and can't be bored through. |  | 100 LF   | \$225.00                                | \$22,500.00  | \$275.00                 | \$27,500.00  |
| Total  |                                                          |  |          | \$503,383.17                            |              | \$1,751,134.52           |              |

Recommended vendor:  
Over and Under General Contractor, Inc.  
9B Hurricane Shoals Road  
Lawrenceville, GA 30046  
770-682-9160  
[overandundercontractor@gmail.com](mailto:overandundercontractor@gmail.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: CONSENT AGENDA

**Item:** Resolution to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee

**Department:** Electric

**Date of Meeting:** Monday, June 21, 2021

**Fiscal Impact:** None

**Presented By:**

**Action Requested:** Approve the Resolution to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee

---

**Attachments/Exhibits:**  
Resolution

**RESOLUTION \_\_\_\_\_**

**RESOLUTION TO APPOINT VOTING DELEGATES  
TO THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA'S ELECTION COMMITTEE**

**WHEREAS**, the City of Lawrenceville wishes to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee to represent the City; and

**WHEREAS**, the voting delegates are appointed with authority to cast all votes to which the City is entitled,

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lawrenceville hereby appoints Barry Mock to serve as the voting delegate and Steve North to serve as the alternate voting delegate.

**IT IS SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

Attest:

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



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: COUNCIL MEETING, JUNE 21, 2021

AGENDA CATEGORY: OLD BUSINESS

|                          |                                                                                       |
|--------------------------|---------------------------------------------------------------------------------------|
| <b>Item:</b>             | FY 2022 Proposed Budget Public Hearing                                                |
| <b>Department:</b>       | Finance                                                                               |
| <b>Date of Meeting:</b>  | Monday, June 21, 2021                                                                 |
| <b>Fiscal Impact:</b>    | All Funds Revenue: \$146,439,065.00 & All Funds Expense \$147,772,896.00              |
| <b>Presented By:</b>     | Keith Lee, Finance Director                                                           |
| <b>Action Requested:</b> | Approve the FY 2022 Budget Resolution, associated Attachments and the Add Delete List |

---

**Summary:** This is a public hearing for the Proposed FY 2022 Budget. The city is proposing a \$147,439,065.00 expense budget that includes one new full-time position and part-time court and City Hall security, funding for a utility maintenance, funding for road resurfacing and IT capital as well as other departments. The proposed budget includes an average increase of 3.4% for City Employees to be effective January 1, 2022.

The budget includes a 0.45 millage increase. The proposed millage increase was discussed and identified in the FY 2021 Budget Resolution. The increase was associated with seven positions from FY 2021 (Police and Streets).

There is not a budget for the Water Fund for FY 2022, due to the sale of the water assets in December of 2020 to Gwinnett County.

An Add / Delete list includes changes in the Sanitation Fund Revenue for Residential Fees and increased costs for Curbside Recycling Costs.

**Concurrences:** City Manager

**Attachments/Exhibits:** FY 2022 Proposed Budget  
FY 2022 Proposed Budget Presentation



FY 2022 Budget Resolution & Attachments  
FY 2022 Add Delete List

7.

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

**A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2022 FOR EACH FUND OF THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2022 REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.**

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

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

**WHEREAS**, advertised public hearings have been held on the 2022 Proposed Budget, as required by State and Local Laws and regulations; and

**WHEREAS**, the Mayor and Council decrees that the Proposed 2022 Budget and changes presented in Attachment A shall in all cases apply to and control the financial affairs of City departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

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

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

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

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

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

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

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

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

**BE IT FURTHER RESOLVED** that the 2022 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Mayor and Council, except in the following cases where authority is granted to:

**I. The City Manager to:**

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

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

- (a) allocate funds to the appropriate Department from insurance proceeds and/or from the Casualty and Liability Insurance fund for the replacement or repair of damaged equipment items within existing approved policies and procedures;
- (b) allocate funds to the appropriate Department or Agency or Fund from insurance proceeds and/or from the Worker's Comp and/or Health Insurance funds for the payment of claims as approved by the appropriate adjusting third party management company;
- (c) allocate funds from the established contingency to the appropriate Department or Agency for required expenses as approved by Mayor and Council;
- (d) allocate funds from Non-Departmental contingencies and reserves to

cover existing obligations/expense in accordance with the intent and actions of the Mayor and Council; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts into contingencies or reserves;

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

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

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

**BE IT FURTHER RESOLVED** that the budget authorizes the City Manager to implement average salary increase of 3.4% on or after January 1, 2022; and

**BE IT FURTHER RESOLVED** that one new full-time Maintenance Technician position and part-time staff in the Police Department for Court and City Hall Security. These positions are authorized as of July 1, 2022; and

**BE IT FURTHER RESOLVED** that the City Council hereby approves allocated positions as outlined in Attachment C and shall approve increases in total City authorized positions. Vacant positions and associated budget may be reallocated within the same Department or reassigned to another Department and filled authorized positions and associated budget may be reassigned at the same grade level between Departments

with authorization of the City Manager. All changes are authorized within the pay and classification plan and the City Manager is authorized to approve changes in individual salaries in conformity with the adopted plan and existing City policies.

**IT IS SO RESOLVED** THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

ATTEST:

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

Proposed Budget:

| Fund                                       | Department                   | FY 2022              |
|--------------------------------------------|------------------------------|----------------------|
| <b>100 - GENERAL FUND</b>                  |                              |                      |
|                                            | 110 - LEGISLATIVE            | \$224,627            |
|                                            | 132 - CITY MANAGER           | \$2,871,264          |
|                                            | 133 - CITY CLERK             | \$412,500            |
|                                            | 150 - FINANCE                | \$3,176,096          |
|                                            | 151 - PURCHASING             | \$207,442            |
|                                            | 153 - DATA PROCESSING        | \$3,086,332          |
|                                            | 154 - HUMAN RESOURCES        | \$1,807,843          |
|                                            | 157 - ENGINEERING            | \$486,720            |
|                                            | 160 - COMMUNITY RELATIONS    | \$3,398,610          |
|                                            | 265 - COURT                  | \$923,868            |
|                                            | 320 - POLICE                 | \$10,734,501         |
|                                            | 410 - PUBLIC WORKS           | \$2,079,179          |
|                                            | 420 - STREETS                | \$1,826,247          |
|                                            | 498 - DAMAGE PREVENTION      | \$1,385,631          |
|                                            | 741 - PLANNING & DEVELOPMENT | \$1,052,568          |
| <b>100 - GENERAL FUND Total</b>            |                              | <b>\$33,673,428</b>  |
| <b>210 - CONFISCATED ASSETS-FEDERAL</b>    |                              | \$0                  |
| <b>211 - CONFISCATED ASSETS-LOCAL</b>      |                              | \$337,821            |
| <b>215 - 911 FUND</b>                      |                              | \$1,159,757          |
| <b>275 - HOTEL/MOTEL TAX FUND</b>          |                              | \$275,000            |
| <b>280 - RENTAL MV EXCISE TAX FUND</b>     |                              | \$90,000             |
| <b>355 - CAPITAL PROJECTS FUND</b>         |                              | \$4,206,864          |
| <b>510 - ELECTRIC FUND OPERATING</b>       |                              | \$38,307,400         |
| <b>511 - ELECTRIC FUND CAPITAL</b>         |                              | \$3,080,000          |
| <b>515 - GAS FUND OPERATING</b>            |                              | \$46,156,830         |
| <b>516 - GAS FUND CAPITAL</b>              |                              | \$3,107,700          |
| <b>540 - SOLID WASTE FUND OPERATING</b>    |                              | \$2,515,860          |
| <b>541 - SOLID WASTE FUND CAPITAL</b>      |                              | \$0                  |
| <b>555 - L'VILL PERFORMING ARTS CENTER</b> |                              | \$1,000,000          |
| <b>560 - STORMWATER FUND OPERATING</b>     |                              | \$2,360,675          |
| <b>561 - STORMWATER FUND CAPITAL</b>       |                              | \$1,827,469          |
| <b>610 - GROUP HEALTH FUND</b>             |                              | \$7,500,000          |
| <b>615 - WORKERS COMPENSATION FUND</b>     |                              | \$342,100            |
| <b>620 - FLEET SERVICE FUND</b>            |                              | \$1,910,432          |
| <b>625 - RISK MANAGEMENT FUND</b>          |                              | \$693,890            |
| <b>Grand Total</b>                         |                              | <b>\$148,545,226</b> |

| Description                                     |         |                | FY 2022           | FY 2023           | FY 2024           | FY 2025           | FY 2026           | FY 2027           |
|-------------------------------------------------|---------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                                                 |         |                | 07/2021 - 06/2022 | 07/2022 - 06/2023 | 07/2023 - 06/2024 | 07/2024 - 06/2025 | 07/2025 - 06/2026 | 07/2026 - 06/2027 |
| General Fund                                    |         |                |                   |                   |                   |                   |                   |                   |
| GCPs Arts Conservatory                          | Admin   |                |                   |                   |                   |                   |                   |                   |
| Honest Alley Improvements                       | Admin   |                | \$100,000         |                   |                   |                   |                   |                   |
| Land at Lawn / Parking at FBC                   | Admin   |                |                   |                   |                   |                   |                   |                   |
| Upgrade Backup System for City Hall Network     | IT      |                | \$0               | \$25,000          | \$25,000          | \$25,000          | \$25,000          | \$25,000          |
| GIS Strategic Plan & Implementation             | IT      |                | \$0               | \$198,000         | \$113,000         |                   |                   |                   |
| Upgrade Financial/ERP Systems                   | Revised | IT             | \$249,656         |                   |                   |                   |                   |                   |
| Fleet Management Software                       | Revised | IT             | \$22,000          | \$23,100          | \$24,255          | \$25,468          | \$26,741          | \$28,078          |
| Police Department Phone System                  | New     | IT             | \$75,000          |                   |                   |                   |                   |                   |
| Upgrade GwMA Conference Room to "Zoom Room"     | New     | IT             | \$0               |                   |                   |                   |                   |                   |
| Migrate to Office 365                           | New     | IT             | \$71,716          | \$56,716          | \$56,716          | \$56,716          | \$56,716          | \$56,716          |
| Penetration Testing for City & PD Networks      | New     | IT             | \$50,700          |                   |                   |                   |                   |                   |
| Network & Security Upgrades                     | New     | IT             | \$200,000         | \$50,000          | \$50,000          | \$50,000          | \$50,000          | \$50,000          |
| Planning & Development Software                 | New     | IT             | \$100,000         |                   |                   |                   |                   |                   |
| Security Camera System (150 cams)               | New     | IT             | \$175,000         |                   |                   |                   |                   |                   |
| Police Department - UPS System                  | New     | IT             | \$72,750          |                   |                   |                   |                   |                   |
| Police/E911 - Upgrade Dispatch Recording System | New     | IT             | \$28,500          |                   |                   |                   |                   |                   |
| Tourism Website Upgrade                         | New     | IT             | \$0               |                   |                   |                   |                   |                   |
| Digital Signage                                 | New     | IT             | \$0               | \$3,000           | \$3,000           | \$3,000           | \$3,000           | \$3,000           |
| Downtown Kiosk Signs                            | New     | Communications | \$50,000          |                   |                   |                   |                   |                   |
| Art Commission Projects                         | New     | Communications | \$250,000         |                   |                   |                   |                   |                   |
| Speed Detection Devices (LIDAR)                 |         | Police         |                   | \$2,100           | \$2,100           | \$2,100           | \$2,100           |                   |
| Speed Detection Devices (RADAR)                 |         | Police         |                   | \$8,849           | \$8,849           | \$8,849           | \$8,849           |                   |
| Body Armor                                      |         | Police         |                   | \$9,000           | \$9,000           | \$9,000           | \$9,000           |                   |
| Taser                                           |         | Police         |                   | \$11,000          | \$11,000          | \$11,000          | \$11,000          |                   |
| Primary Pistols Weapons                         |         | Police         |                   | \$3,225           | \$3,225           | \$3,225           | \$3,225           |                   |
| Backup Pistol Weapons                           |         | Police         |                   | \$3,225           | \$3,225           | \$3,225           | \$3,225           |                   |
| Police Radios                                   |         | Police         | \$71,142          | \$185,705         | \$69,650          | \$69,650          | \$69,650          |                   |
| CCTV Video Cameras for PD Building              |         | Police         |                   | \$9,000           | \$9,000           | \$9,000           | \$9,000           |                   |
| Body Worn Camera Replacements                   |         | Police         |                   | \$36,075          | \$36,075          | \$36,075          | \$36,075          |                   |
| Facilities - HVAC Upgrades (Citywide)           | New     | PW             | \$108,000         | \$108,500         | \$112,000         | \$80,000          | \$80,000          | \$80,000          |
| Facilities - Exterior Maintenance (Citywide)    | New     | PW             | \$51,000          | \$46,000          |                   |                   |                   |                   |
| Faciliites - Interior Maintenance (Citywide)    | New     | PW             | \$100,000         | \$50,000          |                   |                   |                   |                   |
| Downtown S/W/Brick Impr/Repair                  |         | PW             |                   | \$100,000         | \$100,000         | \$100,000         | \$100,000         | \$100,000         |
| Sidewalk Maintenance and Infill                 |         | PW             | \$50,000          | \$250,000         | \$250,000         | \$250,000         | \$250,000         | \$250,000         |
| Street Resurfacing                              |         | Streets        | \$1,130,000       | \$1,130,000       | \$1,130,000       | \$1,130,000       | \$1,130,000       | \$1,130,000       |
| Zero turn mowers                                | New     | Streets        | \$18,000          | \$9,000           |                   |                   |                   |                   |
| Enclosed landscape trailers for mowing crews    | New     | Streets        | \$7,000           | \$7,000           |                   |                   |                   |                   |
| Wood Grinder at Mulch Yard (replacement)        | New     | Streets        |                   |                   | \$950,000         |                   |                   |                   |
| Rubber tire Tractor                             | New     | Streets        |                   |                   |                   | \$65,000          |                   |                   |
| Car reprograming equipment                      | New     | Fleet          | \$9,000           |                   |                   |                   |                   |                   |
| Tig Welder                                      | New     | Fleet          | \$3,000           |                   |                   |                   |                   |                   |
| 5 yard metal rolling dumpster                   | New     | Fleet          | \$3,200           |                   |                   |                   |                   |                   |
| Tire Balancing Machine                          | New     | Fleet          | \$4,200           |                   |                   |                   |                   |                   |
| Tire Mounting Machine                           | New     | Fleet          | \$7,000           |                   |                   |                   |                   |                   |
| A frame Crane                                   | New     | Fleet          |                   | \$4,500           |                   |                   |                   |                   |
| Hoist for A Frame Crane                         | New     | Fleet          |                   | \$13,000          |                   |                   |                   |                   |
| Lawn Mower Cross Beams                          | New     | Fleet          |                   | \$1,500           |                   |                   |                   |                   |
| Saddale Jacks                                   | New     | Fleet          |                   | \$5,000           |                   |                   |                   |                   |
| Metal Brake                                     | New     | Fleet          |                   |                   | \$8,000           |                   |                   |                   |
| Metal Shear                                     | New     | Fleet          |                   |                   | \$8,000           |                   |                   |                   |
| Drive on lift                                   | New     | Fleet          |                   |                   | \$20,000          |                   |                   |                   |
| Drive on lift                                   | New     | Fleet          |                   |                   |                   | \$20,000          |                   |                   |
| Hydraulic line machine- Gates                   | New     | Fleet          |                   |                   |                   |                   | \$2,000           |                   |
| Vehicle Replacement Program                     |         | Fleet          | \$1,200,000       | \$1,200,000       | \$1,200,000       | \$1,200,000       | \$1,200,000       |                   |
|                                                 |         |                | \$4,206,864       | \$3,548,495       | \$4,202,095       | \$3,157,308       | \$3,075,581       | \$1,722,794       |



| Description                        |         |          | FY 2022           | FY 2023           | FY 2024           | FY 2025           | FY 2026           | FY 2027           |
|------------------------------------|---------|----------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                                    |         |          | 07/2021 - 06/2022 | 07/2022 - 06/2023 | 07/2023 - 06/2024 | 07/2024 - 06/2025 | 07/2025 - 06/2026 | 07/2026 - 06/2027 |
|                                    |         |          |                   |                   |                   |                   |                   |                   |
| Confiscated Assets                 |         |          |                   |                   |                   |                   |                   |                   |
| Speed Detection Devices (LIDAR)    | Police  |          | \$2,100           |                   |                   |                   |                   |                   |
| Speed Detection Devices (RADAR)    | Police  |          | \$8,849           |                   |                   |                   |                   |                   |
| Body Armor                         | Police  |          | \$9,000           |                   |                   |                   |                   |                   |
| Taser                              | Police  |          | \$11,000          |                   |                   |                   |                   |                   |
| Primary Pistols Weapons            | Police  |          | \$3,225           |                   |                   |                   |                   |                   |
| Backup Pistol Weapons              | Police  |          | \$3,225           |                   |                   |                   |                   |                   |
| Police Radios                      | Police  |          | \$152,752         |                   |                   |                   |                   |                   |
| CCTV Video Cameras for PD Building | Police  |          | \$9,000           |                   |                   |                   |                   |                   |
| Interdev Unitrends                 | Police  |          | \$55,420          |                   |                   |                   |                   |                   |
| Body Worn Camera Replacements      | Police  |          | \$83,250          |                   |                   |                   |                   |                   |
|                                    |         |          | \$337,821         | \$0               | \$0               | \$0               | \$0               | \$0               |
|                                    |         |          |                   |                   |                   |                   |                   |                   |
| Electric Fund                      |         |          |                   |                   |                   |                   |                   |                   |
| Overhead Maintenance               | Revised | Electric | \$390,000         | \$420,000         | \$420,000         | \$420,000         | \$420,000         | \$420,000         |
| Infrastructure Improvements        | Revised | Electric | \$530,000         | \$690,000         | \$355,000         | \$355,000         | \$715,000         | \$215,000         |
| Underground Maintenance            | Revised | Electric | \$790,000         | \$990,000         | \$590,000         | \$590,000         | \$490,000         | \$490,000         |
| New Services (Reimbursable)        | Revised | Electric | \$1,190,000       | \$750,000         | \$400,000         | \$400,000         | \$400,000         | \$400,000         |
| Equipment (New and Replacement)    | Revised | Electric | \$180,000         | \$60,000          | \$40,000          | \$75,000          | \$0               | \$0               |
|                                    |         |          | \$3,080,000       | \$2,910,000       | \$1,765,000       | \$1,765,000       | \$2,025,000       | \$1,525,000       |

| Description                                   |         |             | FY 2022           | FY 2023           | FY 2024           | FY 2025           | FY 2026           | FY 2027           |
|-----------------------------------------------|---------|-------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                                               |         |             | 07/2021 - 06/2022 | 07/2022 - 06/2023 | 07/2023 - 06/2024 | 07/2024 - 06/2025 | 07/2025 - 06/2026 | 07/2026 - 06/2027 |
|                                               |         |             |                   |                   |                   |                   |                   |                   |
| Gas Fund                                      |         |             |                   |                   |                   |                   |                   |                   |
| Meter Change-Outs                             |         | Gas         | \$85,000          | \$294,300         | \$557,700         | \$557,700         | \$204,500         | \$204,500         |
| New Mains & Services                          | Revised | Gas         | \$1,446,700       | \$1,389,300       | \$1,430,700       | \$1,473,000       | \$1,517,600       | \$1,557,700       |
| Pressure Improvements                         | Revised | Gas         | \$182,000         | \$1,140,000       | \$822,000         | \$609,000         | \$2,870,000       | \$980,000         |
| Steel Replacement                             | Revised | Gas         | \$797,000         | \$965,000         | \$285,000         | \$223,000         | \$327,000         | \$2,110,000       |
| Plastic Replacement                           | Revised | Gas         | \$565,000         | \$683,600         | \$261,000         | \$275,000         | \$500,000         | \$300,000         |
| Gas Flow Comp Change Out for Transco Stations | Revised | Gas         | \$0               |                   |                   |                   |                   |                   |
| Cedars Rd to Sugarloaf DOT Project #13895     | New     | Gas         |                   | \$1,578,800       |                   |                   |                   |                   |
| New Vehicle                                   | New     | Gas         | \$32,000          |                   |                   |                   |                   |                   |
| Rectifier Replacements                        |         | Gas         |                   | \$25,000          | \$25,000          |                   |                   |                   |
| Ground Bed Updates                            |         | Gas         |                   | \$65,000          | \$65,000          |                   |                   |                   |
| Hurricane Shoals @ Hwy 316 DOT Project #13893 | New     | Gas         |                   | \$2,176,400       |                   |                   |                   |                   |
| Excavator Replacement                         |         | Gas         |                   |                   | \$75,000          |                   |                   |                   |
| CNG Station Rehab/CNG Trailer                 |         | Gas         |                   |                   | \$350,000         |                   |                   |                   |
| Case Backhoe Replacement                      |         | Gas         |                   |                   |                   | \$75,000          |                   |                   |
| Tencher (Replacement)                         |         | Gas         |                   |                   |                   | \$120,000         |                   |                   |
| Station Valve Instillation                    |         | Gas         |                   |                   |                   | \$350,000         |                   |                   |
| ERT Replacement                               |         | Gas         |                   |                   |                   | \$400,000         |                   |                   |
| Series 3 Snap Prover                          | New     | Gas         |                   |                   |                   |                   |                   | \$70,000          |
| TD Williams Tapping Equipment                 | Revised | Gas         |                   |                   |                   |                   |                   | \$90,000          |
| Regulator Station Upgrades                    | New     | Gas         |                   |                   |                   |                   |                   | \$650,000         |
|                                               |         |             | \$3,107,700       | \$8,317,400       | \$3,871,400       | \$4,082,700       | \$5,419,100       | \$5,962,200       |
|                                               |         |             |                   |                   |                   |                   |                   |                   |
| Solid Waste Fund                              |         |             |                   |                   |                   |                   |                   |                   |
| Standardized Garbage Cans for Residential     |         | Solid Waste |                   |                   |                   |                   |                   |                   |
|                                               |         |             | \$0               | \$0               | \$0               | \$0               | \$0               | \$0               |

Attachment B  
Capital Projects

| Description                                       | FY 2022           | FY 2023           | FY 2024           | FY 2025           | FY 2026           | FY 2027           |
|---------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                                                   | 07/2021 - 06/2022 | 07/2022 - 06/2023 | 07/2023 - 06/2024 | 07/2024 - 06/2025 | 07/2025 - 06/2026 | 07/2026 - 06/2027 |
|                                                   |                   |                   |                   |                   |                   |                   |
| Storm Water Fund                                  |                   |                   |                   |                   |                   |                   |
| Storm Water MaintenanceStormwater                 | \$1,827,469       | \$1,900,000       | \$1,900,000       | \$1,900,000       | \$1,900,000       | \$1,900,000       |
| New Position Vehicle for Stormwater (1)Stormwater |                   |                   |                   |                   |                   |                   |
|                                                   | \$1,827,469       | \$1,900,000       | \$1,900,000       | \$1,900,000       | \$1,900,000       | \$1,900,000       |
|                                                   |                   |                   |                   |                   |                   |                   |
| Fleet Fund                                        |                   |                   |                   |                   |                   |                   |
|                                                   |                   |                   |                   |                   |                   |                   |
| Fleet Services                                    |                   |                   |                   |                   |                   |                   |
|                                                   | \$0               | \$0               | \$0               | \$0               | \$0               | \$0               |
|                                                   | \$12,222,033      | \$16,675,895      | \$11,738,495      | \$10,905,008      | \$12,419,681      | \$11,109,994      |

Attachment B  
Capital Projects

| Description    | FY 2022           | FY 2023           | FY 2024           | FY 2025           | FY 2026           | FY 2027           |
|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                | 07/2021 - 06/2022 | 07/2022 - 06/2023 | 07/2023 - 06/2024 | 07/2024 - 06/2025 | 07/2025 - 06/2026 | 07/2026 - 06/2027 |
| Total Capital  | \$12,222,033      | \$16,675,895      | \$11,738,495      | \$10,905,008      | \$12,419,681      | \$11,109,994      |
|                |                   |                   |                   |                   |                   |                   |
| General        | \$3,005,199       | \$3,194,279       | \$2,994,379       | \$2,882,592       | \$2,883,865       | \$1,533,078       |
| SPLOST         | \$1,300,000       | \$0               | \$0               | \$0               | \$0               | \$0               |
| SPLOST Joint   | \$0               | \$0               | \$0               | \$0               | \$0               | \$0               |
| Electric       | \$3,080,000       | \$2,910,000       | \$1,805,000       | \$1,840,000       | \$2,025,000       | \$1,525,000       |
| Gas            | \$3,075,700       | \$4,562,200       | \$3,871,400       | \$4,082,700       | \$5,419,100       | \$5,892,200       |
| Solid Waste    | \$0               | \$0               | \$0               | \$0               | \$0               | \$0               |
| Storm Water    | \$0               | \$0               | \$0               | \$0               | \$0               | \$0               |
| Fleet Services | \$0               | \$0               | \$0               | \$0               | \$0               | \$0               |

|     |                                | FY 2022    |           | FY 2021    |           | FY 2020    |           |
|-----|--------------------------------|------------|-----------|------------|-----------|------------|-----------|
|     | <b>General Fund</b>            | Full-Time  | Part-Time | Full-Time  | Part-Time | Full-Time  | Part-Time |
| 100 | City Manager                   | 3          | 1         | 3          | 1         | 3          | 1         |
| 100 | Clerk                          | 2          |           | 2          |           | 2          |           |
| 100 | Communications                 | 6          |           | 6          |           | 5          |           |
| 100 | Damage Prevention              | 13         |           | 13         |           | 14         |           |
| 100 | Engineering                    | 3          |           | 3          |           | 3          |           |
| 100 | Finance                        | 10         | 1         | 10         | 1         | 12         | 1         |
|     | Customer Service               | 10         |           | 10         |           | 6          |           |
|     | Meter (Field Customer Service) | 8          |           | 8          |           | 8          |           |
| 100 | Human Resources                | 4          |           | 4          |           | 3          |           |
| 100 | IT/Data Processing             | 14         |           | 14         |           | 10         |           |
| 100 | Court                          | 7          |           | 7          |           | 7          |           |
| 100 | Police                         | 89         |           | 89         |           | 85         |           |
| 100 | Purchasing                     | 2          |           | 2          |           | 2          |           |
| 100 | Public Works                   | 4          |           | 3          |           | 6          |           |
| 100 | Planning & Development         | 10         |           | 10         |           | 13         |           |
| 100 | Street                         | 21         |           | 22         |           | 19         |           |
|     | <b>Total 100 Fund</b>          | <b>206</b> | <b>2</b>  | <b>206</b> | <b>2</b>  | <b>198</b> | <b>2</b>  |
|     |                                |            |           |            |           |            |           |
|     | <b>E-911 Fund</b>              |            |           |            |           |            |           |
| 215 | E-911                          | 13         |           | 13         |           | 13         |           |
|     |                                |            |           |            |           |            |           |
|     | <b>Water Fund</b>              |            |           |            |           |            |           |
| 505 | Water                          | 0          |           | 9          |           | 9          |           |
|     |                                |            |           |            |           |            |           |
|     | <b>Electric Fund</b>           |            |           |            |           |            |           |
| 510 | Electric                       | 18         |           | 18         |           | 17         |           |
|     |                                |            |           |            |           |            |           |
|     | <b>Gas Fund</b>                |            |           |            |           |            |           |
| 515 | Gas                            | 42         |           | 42         |           | 43         |           |
|     |                                |            |           |            |           |            |           |
|     | <b>Solid Waste Fund</b>        |            |           |            |           |            |           |
| 540 | Sanitation                     | 11         |           | 11         |           | 12         |           |
|     |                                |            |           |            |           |            |           |
|     | <b>Stormwater Fund</b>         |            |           |            |           |            |           |
| 560 | Stormwater                     | 2          |           | 2          |           | 1          |           |
|     |                                |            |           |            |           |            |           |
|     | <b>Fleet Fund</b>              |            |           |            |           |            |           |
| 620 | Fleet                          | 8          |           | 8          |           | 8          |           |
|     | <b>Total FTE's</b>             | <b>300</b> | <b>2</b>  | <b>309</b> | <b>2</b>  | <b>301</b> | <b>2</b>  |

**New Postions:**

Public Works (Full-Time)

1

Police (Part-Time)



# **FY 2022 Proposed Budget**

June 9, 2021

# Agenda

- **Overview**
- **Personnel**
  - **Proposed Salary Adjustments**
  - **New Positions**
- **Add / Delete List**
- **Capital Projects**



# FY 2022 Highlights

- Funding includes:
  - New Funding for Lawrenceville Performing Arts Center (New Fund)
  - New Funding for Art Commission Projects
  - Increase in Funding for Maintenance and Upgrades for Gas System
  - Increase in Funding for Maintenance and Upgrades for Electric System
  - Increase in Funding to Maintain or Improve City Services
    - IT Funding for Software and Network improvements
    - Equipment for Fleet Services
    - Maintenance and Repair of City Facilities





# Personnel – Salary Adjustments

- Proposed FY 2022 Salary Adjustments
  - Salary Increases 3.4%
    - Based the Atlanta MSA Wage and Salary increases over the last 12 months as reported by the US Department of Labor and Statistics
    - Implementation January 1, 2022



# Personnel – New Positions

- Proposed five new positions
  - 4 Police Officers (Part-time) – General Fund
    - Support Court Operations
    - Frees up Full-Time Officers for Patrol
  - 1 Maintenance Tech (Full-time) – LPAC Fund (new)
- Proposed budget includes operating and capital requests to support new positions



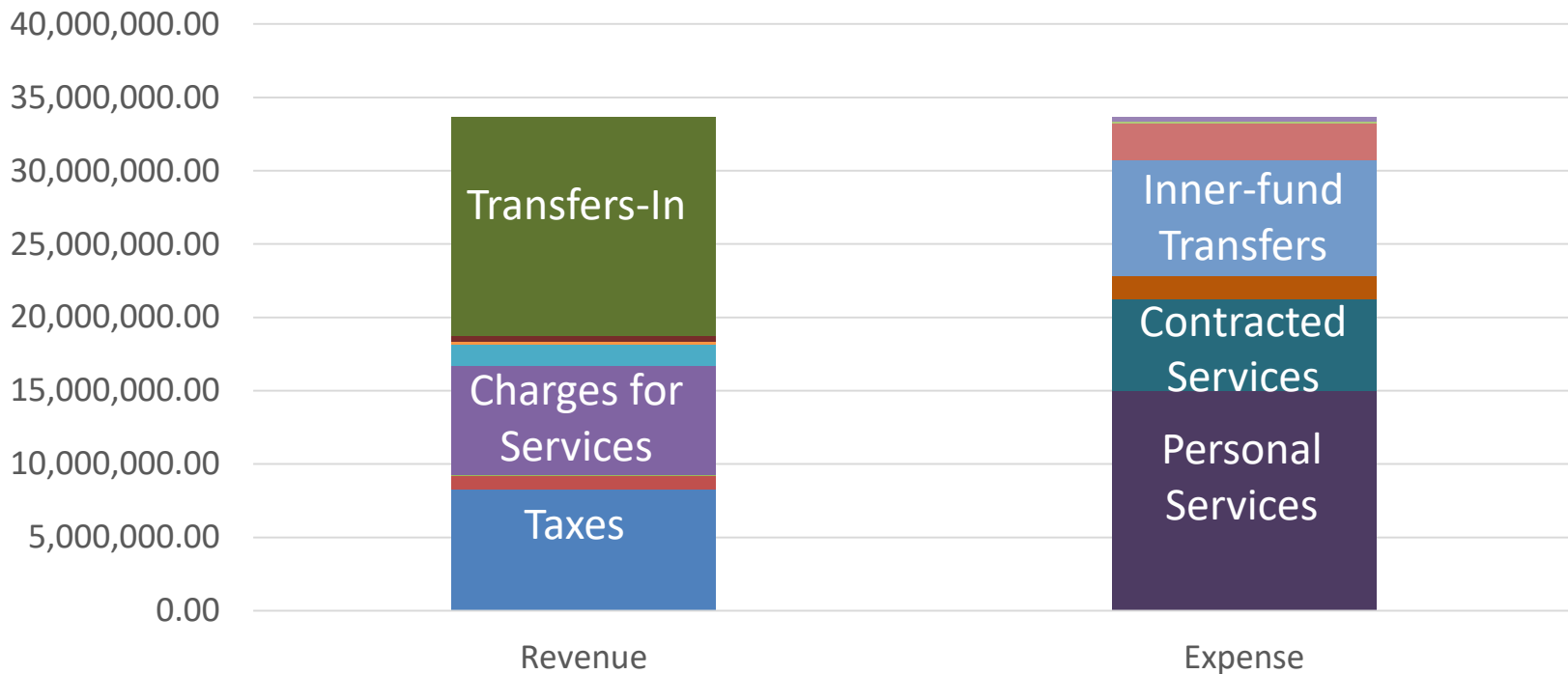
# FY 2021 Overview

| Fund                                       | Revenue                | Expense              | Net                |
|--------------------------------------------|------------------------|----------------------|--------------------|
| 100 - GENERAL FUND                         | (\$33,673,428)         | \$33,673,428         | \$0                |
| 210 - CONFISCATED ASSETS-FEDERAL           | (\$51,100)             | \$0                  | (\$51,100)         |
| 211 - CONFISCATED ASSETS-LOCAL             | (\$31,000)             | \$337,821            | \$306,821          |
| 215 - 911 FUND                             | (\$1,159,757)          | \$1,159,757          | \$0                |
| 275 - HOTEL/MOTEL TAX FUND                 | (\$275,000)            | \$275,000            | \$0                |
| 280 - RENTAL MV EXCISE TAX FUND            | (\$90,000)             | \$90,000             | \$0                |
| 355 - CAPITAL PROJECTS FUND                | (\$4,206,864)          | \$4,206,864          | \$0                |
| 510 - ELECTRIC FUND OPERATING              | (\$38,307,400)         | \$38,307,400         | \$0                |
| 511 - ELECTRIC FUND CAPITAL                | (\$3,080,000)          | \$3,080,000          | \$0                |
| 515 - GAS FUND OPERATING                   | (\$45,456,500)         | \$45,456,500         | \$0                |
| 516 - GAS FUND CAPITAL                     | (\$3,107,700)          | \$3,107,700          | \$0                |
| 540 - SOLID WASTE FUND OPERATING           | (\$1,365,750)          | \$2,443,860          | \$1,078,110        |
| 541 - SOLID WASTE FUND CAPITAL             | \$0                    | \$0                  | \$0                |
| 555 - L'VILLE PERFORMING ARTS CENTER (new) | (\$1,000,000)          | \$1,000,000          | \$0                |
| 560 - STORMWATER FUND OPERATING            | (\$2,360,675)          | \$2,360,675          | \$0                |
| 561 - STORMWATER FUND CAPITAL              | (\$1,827,469)          | \$1,827,469          | \$0                |
| 610 - GROUP HEALTH FUND                    | (\$7,500,000)          | \$7,500,000          | \$0                |
| 615 - WORKERS COMPENSATION FUND            | (\$342,100)            | \$342,100            | \$0                |
| 620 - FLEET SERVICE FUND                   | (\$1,910,432)          | \$1,910,432          | \$0                |
| 625 - RISK MANAGEMENT FUND                 | (\$693,890)            | \$693,890            | \$0                |
| <b>Grand Total</b>                         | <b>(\$146,439,065)</b> | <b>\$147,772,896</b> | <b>\$1,333,831</b> |



# General Fund

- \$33,673,428 Proposed Expenditure Budget





# General Fund

|                           | Revenue             | Expense             |                           |
|---------------------------|---------------------|---------------------|---------------------------|
| 31 - Taxes                | 8,284,500           | 14,997,258          | 51 - Personal Services    |
| 32 - Licenses & Permits   | 926,200             | 6,273,060           | 52 - Contracted Services  |
| 33 - Intergov Revenues    | 11,000              | 1,534,895           | 53 - Supplies             |
| 34 - Charges for Services | 7,444,835           | 7,953,166           | 55 - Interfund Charges    |
| 35 - Fines & Forfeitures  | 1,484,600           | 2,511,992           | 57 - Other Costs          |
| 36 - Investment Income    | 175,000             | 93,550              | 58 - Debt Service         |
| 37 - Contributions        | 0                   | 309,507             | 61 - Other Financing Uses |
| 38 - Miscellaneous        | 426,633             |                     |                           |
| 39 - Other Financing      | 14,920,660          |                     |                           |
|                           | <b>\$33,673,428</b> | <b>\$33,673,428</b> |                           |



# General Fund - Revenue

- \$33,673,428 Proposed Revenue Budget
  - Includes 14.7% projected growth in property tax
    - Millage increase for public safety – 0.45 mills
      - Was identified in FY 2021
        - » **BE IT FURTHER RESOLVED** that seven new positions including four (4) police officers and three (3) street maintenance crew workers with associated operating and capital costs are approved. These positions are authorized as of January 1, 2021. The anticipated millage increase to fund these positions for FY 2022 is .45 mils; and
      - Requires an advertisement for property tax increase by state law
      - Additional revenue of \$435,000
      - Digest Growth 5% - \$73,000
  - MV Title Ad Valorem Tax increase of \$200,000(25%)
  - Enterprise Fund Indirect Cost \$6,423,035



# General Fund - Expenses

- \$33,673,428 Proposed Budget
  - \$1,433,804 Payment to DDA (2020 Bonds)
  - \$1,000,000 Contingency
  - \$840,000 Retiree Group Health



# General Fund Balance

|                                                  |  | Amount              |
|--------------------------------------------------|--|---------------------|
| FY 2021 Projected Ending Fund Balance            |  | \$11,365,030        |
| FY 2022 Use of Fund Balance                      |  | <u>-\$0</u>         |
| <b>FY 2022 Projected Ending Fund Balance</b>     |  | <b>\$11,365,030</b> |
|                                                  |  |                     |
| FY 2021 General Fund Fund Balance Policy Minimum |  | \$8,408,110         |
| <b>Funds Above Policy</b>                        |  | <b>\$2,956,920</b>  |





# Water Fund

- Water Distribution System sold to Gwinnett County's Department of Water – December 2020
  - Residual cash will be transferred to General Fund in FY 2021
  - Remaining assets will be transferred to the General Fund in FY 2021
- No Budget For FY 2022



# Electric Fund

- \$38,307,400 Proposed Budget
  - Final year of Base Rate Changes
    - Additional \$3 per month on the base rate – January 2022
- Fund Transfers Out
  - \$3,080,000 Electric Capital
  - \$7,227,890 General Fund (Operating)
    - Does not include Indirect Costs



# Gas Fund

- \$45,456,500 Proposed Budget
  - Second Year of Increase to Base Rate \$1 per month – September 2021
- Fund Transfers Out
  - \$3,107,700 Gas Capital
  - \$3,906,864 General Fund Capital
  - \$7,592,770 General Fund Operating
    - Does not include Indirect Costs
  - \$300,000 Solid Waste Fund



# Storm Water Fund

- \$2,360,675 Proposed Budget
- Fund Transfers Out
  - \$1,827,469 for Stormwater Capital

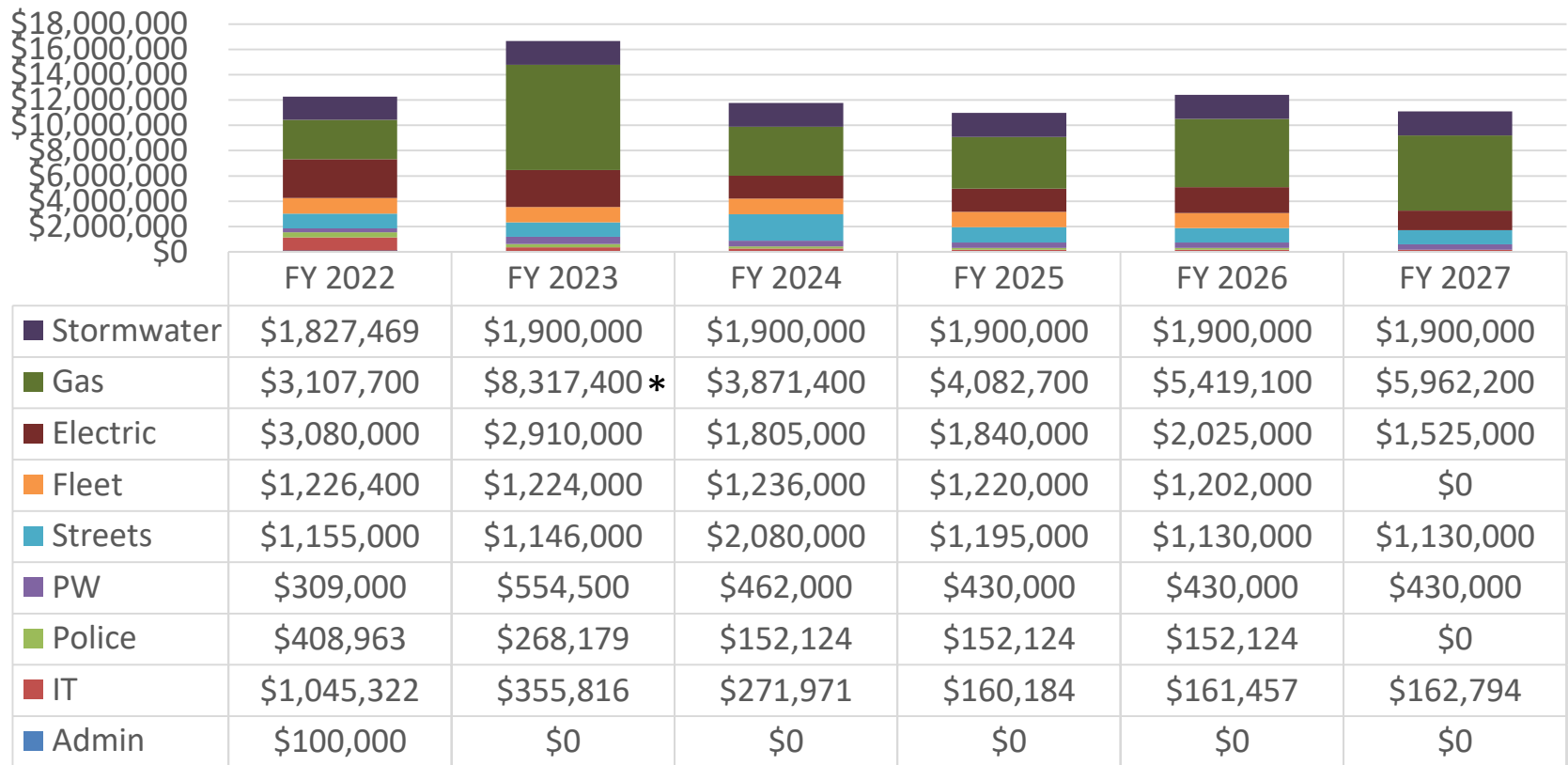


# Solid Waste & Recycling Fund

- \$1,078,110 Budget Deficit
  - \$300,000 Transfer-in from Gas Fund
- Budget Adjustments Based on Discussions
  - Implement \$10 Residential Fee: January 1, 2022
    - Includes a 50% Senior Discount
    - \$384,780
  - Implement 10% Commercial Increase: January 1, 2022
    - \$32,500
  - Curbside Recycling Cost Increases
    - \$72,000



# Projected Budgets - Capital



\* 2 Large Gas Improvements Due to SR 316 GDOT Projects – anticipate funding from GDOT



# Capital Projects

- \$12,222,033 Proposed Budget
- Highlights
  - \$1,130,000 Street Resurfacing
  - \$1,045,322 for IT Projects
    - (Network Upgrade, ERP System, etc.)
  - \$250,000 Arts Commission Projects



# Capital Projects

- \$12,222,033 Proposed Budget
- Highlights
  - \$3,080,000 for Electric Projects
    - (Overhead & Underground Maintenance, Improvements, etc.)
  - \$3,107,700 for Gas Projects
    - (New Mains and Services, Meter Replacement, etc.)
  - \$1,827,469 Storm Water
    - (Storm Water Maintenance)





# Add / Delete List

| Account                                     | Account Type | Change   | Amount    |
|---------------------------------------------|--------------|----------|-----------|
| 5150000-133000 Fund Balance                 | Equity       | Decrease | \$700,330 |
|                                             |              |          |           |
| 5400000-344110 Refuse Collection            | Revenue      | Increase | \$417,280 |
| 5400000-391000 Operating Transfers In       | Revenue      | Increase | \$700,330 |
|                                             |              |          |           |
| 5400000-523990 Recycled Material Collection | Expense      | Increase | \$72,000  |



# Upcoming Dates

## JUNE 2021

- Monday, 21: Adopt Budget at Council Meeting (7pm)



**LAWRENCEVILLE**  
GEORGIA

7.

# Questions & Public Hearing

FY 2022 Budget  
Add / Delete List

7.

| Account                                     | Account Type | Change   | Amount    |
|---------------------------------------------|--------------|----------|-----------|
| 5150000-133000 Fund Balance                 | Equity       | Decrease | \$700,330 |
| 5400000-344110 Refuse Collection            | Revenue      | Increase | \$417,280 |
| 5400000-391000 Operating Transfers In       | Revenue      | Increase | \$700,330 |
| 5400000-523990 Recycled Material Collection | Expense      | Increase | \$72,000  |



# LAWRENCEVILLE

## GEORGIA

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

**Item:** ANNX2021-00004, RZC2021-00021, RZC2021-00022, RZC2021-00023, RZC2021-00024, and RZC2021-00025; Sugarloaf Crossing Association, LLC, Life Storage LP, ISZ, LLC, Sugarloaf Marathon, LLC, and Octavian Group LLLP; 4850 Sugarloaf Parkway, 4855 Sugarloaf Parkway, 4875 Sugarloaf Parkway, 875 Marathon Parkway, 1720 Marathon Blvd

**Department:** Planning and Development

**Date of Meeting:** Monday, June 21, 2021

**Presented By:** Todd Hargrave, Planning and Development Director

**Department Recommendation:** **Approval**

**Planning Commission Recommendation:** **Approval with Staff recommended conditions**

---

**Summary:** The applicants request annexation, and rezoning of five parcels of land (R7035 004, R7035 026, R7035 027, R7035 037 and R7035 084) within unincorporated Gwinnett County, totaling approximately 22.499-acres from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District).

**Attachments/Exhibits:**

- Report
- Attachments
- Planning and Development Recommendation
- Planning Commission Recommendation

**CITY OF LAWRENCEVILLE  
PLANNING AND DEVELOPMENT DEPARTMENT  
ANNEXATION AND REZONING**

|                      |                                                                                                                                                                                                                                            |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CASE NUMBER</b>   | ANNX2021-00004<br>RZC2021-00021 (R7035 004)<br>RZC2021-00022 (R7035 026)<br>RZC2021-00023 (R7035 027)<br>RZC2021-00024 (R7035 037)<br>RZC2021-00025 (R7035 084)                                                                            |
| <b>APPLICANT</b>     | SUGARLOAF CROSSING ASSOCIATION, LLC; LIFE<br>STORAGE LP; ISZ, LLC; SUGARLOAF MARATHON;<br>OCTAVIAN GROUP LLLP                                                                                                                              |
| <b>CONTACT</b>       | SUGARLOAF CROSSING ASSOCIATION, LLC C/O J.<br>RON STEPHENS; LIFE STORAGE LP, C/O ANDREW J.<br>GREGOILE; ISZ, LLC, C/O RAHIMA SAUDLYE;<br>SUGARLOAF MARATHON, LLC, C/O RICHARD<br>SWOPE; OCTAVIAN GROUP LLLP, C/O CARL R.<br>HARTRAMPF, III |
| <b>PHONE NUMBER</b>  | J. RON STEPHENS – 404.456.0239<br>ANDREW J. GREGOILE – 716.632.7796<br>RAHIMA SAUDLYE – 404.610.0797<br>RICHARD SWOPE – 678.689.0397<br>CARL R. HARTRAMPF, III – 404.213.9177                                                              |
| <b>ZONING CHANGE</b> | GWINNETT COUNTY, C-2 (GENERAL BUSINESS<br>DISTRICT) TO CITY OF LAWRENCEVILLE BG<br>(GENERAL BUSINESS DISTRICT)                                                                                                                             |

|                                  |                                                                                                                          |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>LOCATION</b>                  | 4850 SUGARLOAF PARKWAY; 875 MARATHON PARKWAY; 1720 MARATHON BOULEVARD; 4855 SUGARLOAF PARKWAY; 4875 SUGARLOAF PARKWAY    |
| <b>PARCEL ID</b>                 | R7035 004 (17.22 ACRES); R7035 026 (2.169 ACRES); R7035 027 (1.33 ACRES); R7035 037 (0.81 ACRES); R7035 084 (0.97 ACRES) |
| <b>ACREAGE</b>                   | APPROXIMATELY 22.499 ACRES                                                                                               |
| <b>PROPOSED DEVELOPMENT</b>      | EXISTING PROPERTIES                                                                                                      |
| <b>DEPARTMENT RECOMMENDATION</b> | <b>APPROVAL WITH CONDITIONS</b>                                                                                          |

**ZONING HISTORY:**

The subject properties are located within unincorporated Gwinnett County, zoned C-2 (General Business District).

**PROJECT DATA:**

The applicants request annexation, and rezoning of five parcels of land (R7035 004, R7035 026, R7035 027, R7035 037 and R7035 084) within unincorporated Gwinnett County, totaling approximately 22.499-acres from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District). The subject properties are located within the Sugarloaf Crossings, Arbor Business Park and Sugarloaf Place commercial developments. The subject properties are located just south of Georgia Highway No. 316 at its intersection with Sugarloaf Parkway, bounded by Cruse Road, Marathon Boulevard, Marathon Parkway, Old Norcross Road and Sugarloaf Parkway. The properties are currently developed and utilized for commercial/retail activities.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located near the Office, Distribution, and Technology Character Area. This character area encourages a variety of job/work types with a focus on skilled jobs and high-tech businesses. The intent of the Plan is to create “opportunity zones” within the city limits that would not only create jobs, but would incorporate civic, commercial, institutional and residential uses into the overall design. The pattern of development along Sugarloaf Parkway has consisted of a variety of commercial, light industrial and residential uses and zoning. Therefore, the long-standing use of the subject properties and their compatibility with the variety of uses and zoning in the immediate area could be considered to be consistent with the policies of the City of Lawrenceville.

The surrounding area is characterized by a variety of uses and zoning. To the east, within the city limits of Lawrenceville and adjacent to the Arbor Business Park development zoned C-2 (General Business District) and LM (Light Industry District). To the south, across Cruse Lane, is the Sugarloaf Commons multifamily development zoned RM-13 (Gwinnett County Multifamily Residential District) and the Traditions at Sugarloaf office park development zoned C-2 (Gwinnett County General Business District). To the west, along Sugarloaf Parkway and Marathon Boulevard are commercial, multifamily and office uses and zoning. The variety of uses and zoning in the immediate area further supports the applicants' request.

The proposed annexation and rezoning are consistent with the policies of the City of Lawrenceville; which would be designed to attract, develop, maintain and retain a diverse array of professional businesses, and inventory of land to support the city's growth, influence and marketability. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested Annexation and Rezoning.



**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 rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes, the requested annexation and rezoning could be considered to be consistent with adjacent and nearby properties.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No, the annexation and rezoning should not adversely affect the existing use of adjacent or nearby properties.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes, and the proposed annexation and rezoning would be consistent with*
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, the proposed annexation and rezoning conform with the policies and intent of the City's 2040 Comprehensive Plan.*
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 annexation and rezoning will allow the city to expand and reinforce its economic foundation.*



# LAWRENCEVILLE

## GEORGIA

Via Priority Mail and Certified Mail

April 7, 2021

The Honorable Nicole Love Hendrickson, Chairman  
Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046

Re: Lawrenceville Annexation Application - ANNX2021-00004

Dear Ms. Nicole Love Hendrickson:

Please see the attached documents in regards to the Annexation:

- Letter from City Manager, Chuck Warbington, P.E.
- Annexation application.
- Survey and Legal Description for subject property.

Sincerely,

**Todd Hargrave** | Director  
Planning and Development Department



**LAWRENCEVILLE**  
GEORGIA

70 S Clayton St | PO Box 2200,  
Lawrenceville GA 30046  
Office: 678.407.6563

Enc: Annexation Application; Legal Descriptions; Surveys

C: Ms. Susan Canon, Gwinnett County, Director of Department of Planning and Development  
Mr. Glenn Stephens, Gwinnett County Administrator



# LAWRENCEVILLE

## GEORGIA

April 7, 2021

The Honorable Nicole Love Hendrickson, Chairman  
Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, Georgia 30046

Re: City of Lawrenceville Annexation Application - ANN2021-00004

**Owners:**

Sugarloaf Crossing Association, LLC (R7035 004)  
Life Storage LP (R7035 026)  
ISZ, LLC (R7035 027)  
Sugarloaf Marathon, LLC (R7035 037)  
Octavian Group LLLP (R7035 084)

Requested Zoning: BG (General Business District)

Dear Chairman Love Hendrickson:

Please be advised that the City of Lawrenceville, Georgia, by the authority vested in the Mayor and Council of the City of Lawrenceville, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property, hereinafter described, by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation in accordance with O.C.G.A. §36-36-6, O.C.G.A. §36-36-9 and O.C.G.A. §36-36-111.

SEE ATTACHED LEGAL DESCRIPTIONS AND SURVEYS

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you are requested to notify the Mayor and City Council of the City of Lawrenceville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the area to be annexed, within five (5) business days of receipt of this letter.

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200  
770.963.2414 • [www.lawrencevillega.org](http://www.lawrencevillega.org)

The Honorable Nicole Love Hendrickson, Chairman  
April 7, 2021  
Page 2

In accordance with Georgia law, this letter provides you with a copy of the annexation and zoning/land use request. The rezoning application specifies and identifies the requested zoning and any zoning or land use changes. Copies of the annexation application and rezoning application are enclosed with this notice. A public hearing on the rezoning of the property, which is to be annexed is set for 7:00 P.M. on Monday, June 21, 2021. The proposed City zoning classification of the property is BG (General Business District). The hearing on the annexation will also be held on Monday, June 21, 2021. The annexation and zoning hearings will take place in the City Hall building at 70 South Clayton Street, Lawrenceville, Georgia.

Notice has been provided in this letter in accordance with O.C.G.A. §36-36-111. If the County governing authority intends to object to this annexation, please notify the Mayor and City Council of the objection within 30 days as provided in O.C.G.A. §36-36-113.

Sincerely,

**Chuck Warbington, PE** | City Manager



70 South Clayton Street | PO Box 2200  
Lawrenceville GA 30046  
Office: 678-407-6415 | [LawrencevilleGa.org](http://LawrencevilleGa.org)

Enc: Annexation Application; Legal Descriptions; Surveys

C: Ms. Susan Canon, Gwinnett County Director, Department of Planning and  
Development  
Mr. Glenn Stephens, Gwinnett County Administrator



# LAWRENCEVILLE

WINNETT - METRO ATLANTA

8.

Date Received \_\_\_\_\_ Case File #: \_\_\_\_\_

City of Lawrenceville  
Planning and Development Department  
70 S. Clayton Street  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [PLANNING.ANDZONING@LawrencevilleGA.Org](mailto:PLANNING.ANDZONING@LawrencevilleGA.Org)

## APPLICATION FOR ANNEXATION

DATE \_\_\_\_\_

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of C2

Address of Property to be annexed: 4850 Sugarloaf Pkwy., Lawrenceville, GA. 3004-2859

Area: 17.22 acres or \_\_\_\_\_ square feet

Tax Map Numbers: R7035-004

Owners of Property: Sugarloaf Crossing Association, LLC

Address if different from Property: 146 Highway 138, Suite 376  
Monroe, GA. 30655

Applicant Name and Address: J. Ron Stephens Phone: 404-456-0239  
146 Highway 138, Suite 376  
Monroe, GA. 30655

Signature of Applicant

Date

Signature of Owner

Date

Print Name of Applicant

Date

Print Name of Owner

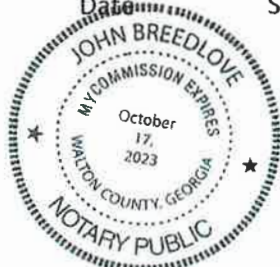
Date

Signature of Notary

Date

Signature of Notary

Date



ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department

BK 38131 PG 0100

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

04 MAY -6 AM 11:40

TOM LAWLER, CLERK

ANDERSEN, TATE, MAHAFFEY, & MCGARITY, P.C.

1605 Lakes Parkway, Suite 100

Lawrenceville, GA 30043

P.O. Box 2000

Lawrenceville, GA 30046

After Recording Return to:

Hartman, Simons, Spielman & Wood, LLP

6400 Powers Ferry Road, N.W., Suite 400

Atlanta, Georgia 30339

Attn: Charles A. Brake, Jr., Esq.

GWINNETT CO. GEORGIA  
REAL ESTATE TRANSFER TAX

\$ 7380.20

TOM LAWLER CLERK OF  
SUPERIOR COURT

305322-27

### LIMITED WARRANTY DEED

THIS INDENTURE, made the 3<sup>rd</sup> day of April, 2004, between **SUGARLOAF CROSSINGS ASSOCIATES**, a Georgia general partnership, as party of the first part, hereinafter called "Grantor," and **SUGARLOAF CROSSING ASSOC., LLC**, a Delaware limited liability company, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land lying and being in Land Lots 35 and 36, 7<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons, claiming by, through or under Grantor.

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

666107-2 8306.0141000

081853

18

ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

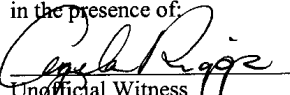
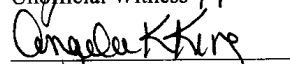
Planning and Development Department

Page 64

BK38131PG0101

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

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness  
  
Notary Public

(NOTARY SEAL)

My Commission Expires:

1-14-07

**SELLER:**

**SUGARLOAF CROSSINGS ASSOCIATES,**  
a Georgia general partnership

By: Wilwat Properties, Inc., a Georgia  
corporation, its Manager and General  
Partner

By:   
Name: W. Neal Freeman  
Title: Vice President

[CORPORATE SEAL]



ANGELA K. KING  
Notary Public, Polk County, Georgia  
My Commission Expires Jan. 14, 2007



**EXHIBIT A**

All that tract or parcel of land lying and being located in Land Lots 35 & 36, 7th District, Gwinnett County, Georgia and being more particularly described as follows:

BEGINNING at a point located at the Southeast end of a miter in the Easterly right of way (R/W) line of Cruse Road (Relocated - R/W varies) at its intersection with the Northwest R/W line of Old Norcross Road (R/W varies); thence following said R/W line of Cruse Road North 61°02'18" West, a distance of 90.45 feet to a point; thence North 02°15'25" East, a distance of 171.92 feet to a ½" rebar set and the TRUE POINT OF BEGINNING; thence continuing along said R/W line North 02°15'25" East, a distance of 79.60 feet to a point; thence 423.91 feet along a curve to the right, said curve having a chord of North 21°24'32" East 416.06 feet and a radius of 634.07 feet to a concrete nail set; thence North 40°50'14" East, a distance of 349.80 feet to a ½" rebar set; thence North 84°11'09" East, a distance of 63.47 feet to a concrete nail set at the intersection of said R/W line with the Southwest R/W line of Sugarloaf Parkway (R/W varies); thence following said R/W line of Sugarloaf Parkway 8.91 feet along curve to the left, said curve having a chord of South 66°22'25" East 8.91 feet and a radius of 1205.92 feet to a concrete nail set; thence South 53°17'56" East, a distance of 36.76 feet to a concrete nail set; thence leaving said R/W line South 10°16'49" West, a distance of 217.86 feet to a concrete nail set; thence South 78°05'10" East, a distance of 136.81 feet to a concrete nail set; thence North 10°11'00" East, a distance of 12.62 feet to a ½" rebar set; thence South 79°49'00" East, a distance of 67.74 feet to a ½" rebar set; thence North 10°07'54" East, a distance of 123.14 feet to a ½" rebar set; thence North 09°10'42" East, a distance of 47.65 feet to a ½" rebar set; thence North 45°28'28" West, a distance of 22.15 feet to a concrete nail set on the Southwest R/W line of Sugarloaf Parkway; thence following said R/W line 63.92 feet along a curve to the left, said curve having a chord of South 78°23'21" East 63.91 feet and a radius of 1218.01 feet to a ½" rebar set; thence South 79°20'58" East, a distance of 301.78 feet to a concrete nail set; thence South 79°21'12" East, a distance of 64.51 feet to a mark set in a sidewalk; thence leaving said R/W line South 55°33'47" West, a distance of 28.33 feet to a ½" rebar set; thence South 10°28'32" West, a distance of 143.61 feet to a ½" rebar set; thence South 79°51'28" East, a distance of 236.49 feet to a ½" rebar set; thence North 07°15'48" East a distance of 78.44 feet to a concrete nail set; thence North 07°22'41" East, a distance of 50.25 feet to a ½" rebar set; thence North 13°05'19" East, a distance of 12.15 feet to a ½" rebar set; thence North 33°06'06" West, a distance of 28.75 feet to a ½" rebar set on the Southwest R/W line of Sugarloaf Parkway; thence following said R/W line 70.78 feet along a curve to the right, said curve having a chord of South 75°31'14" East 70.77 feet and a radius of 969.64 feet to a ½" rebar set; thence leaving said R/W line South 13°05'19" West, a distance of 30.33 feet to a ½" rebar set; thence South 18°47'57" West, a distance of 50.25 feet to a concrete nail set; thence South 07°15'48" West, a distance of 67.74 feet to a concrete nail set; thence South 29°50'04" East, a distance of 148.47 feet to a ½" rebar set; thence North 56°10'37" East, a distance of 197.71 feet to a ½" rebar set; thence South 33°49'23" East, a distance of 75.61 feet to a ½" rebar found on the Northwest R/W line of Cruse Road (R/W varies); thence following said R/W line South 33°49'23" East, a distance of 13.02 feet to a ½" rebar

AA980350.057

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

found; thence South 59°35'29" West, a distance of 34.38 feet to a ½" rebar set; thence South 61°44'21" West, a distance of 329.82 feet to a ½" rebar set; thence South 59°13'05" West a distance of 203.91 feet to a ½" rebar set at the intersection of said R/W line with the Northwest R/W line of Old Norcross Road; thence following said R/W line of Old Norcross Road 198.73 feet along a curve to the left, said curve having a chord of South 85°22'38" West 198.65 feet and a radius of 2050.00 feet to a ½" rebar set; thence North 80°35'41" West, a distance of 25.59 feet to a ½" rebar set; thence 25.37 feet along a curve to the left, said curve having a chord of South 81°34'56" West 25.37 feet and a radius of 2335.44 feet to a ½" rebar set; thence 103.86 feet along a curve to the left, said curve having a chord of South 79°49'35" West 103.86 feet and a radius of 28029.67 feet to a ½" rebar set; thence South 78°46'54" West, a distance of 85.70 feet to a ½" rebar set; thence South 74°32'28" West, a distance of 114.38 feet to a ½" rebar set; thence South 75°50'49" West, a distance of 140.40 feet to a ½" rebar set; thence 61.37 feet along a curve to the left, said curve having a chord of South 76°22'00" West 61.37 feet and a radius of 3913.68 feet to a ½" rebar set; thence South 75°23'07" West, a distance of 102.97 feet to a ½" rebar set; thence leaving said R/W line 54.86 feet along a curve to the left, said curve having a chord of North 20°35'19" East 51.52 feet and a radius of 45.00 feet to a ½" rebar set; thence North 14°20'09" West, a distance of 84.28 feet to a concrete nail set; thence 28.13 feet along a curve to the left, said curve having a chord of North 54°37'36" West 25.87 feet and a radius of 20.00 feet to a ½" rebar set; thence 48.40 feet along a curve to the right, said curve having a chord of South 88°30'21" West 48.37 feet and a radius of 405.00 feet to a ½" rebar set; thence North 88°04'13" West, a distance of 187.83 feet to the TRUE POINT OF BEGINNING.

Said tract being shown as containing 17.220 acres on that certain ALTA/ACSM Land Title Survey prepared for Nationwide Life Insurance Company, Sugarloaf Crossings Associates and Commonwealth Land Title Insurance Company, prepared by Rochester & Associates, Inc. dated January 19, 1998, last revised February 4, 1998, bearing the seal and certification of James C. Jones, GRLS #2298. Said Survey being incorporated herein by this reference.

TOGETHER WITH non-exclusive rights in and to that Cross Easement Agreement by and between Dale P. Seefeldt and Sugarloaf Crossings Associates, dated June \_\_, 1997 filed June 26, 1997 and recorded at Deed Book 14367, page 148 aforesaid records.

- 2 -

AA980350.057

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

Page 67

EXHIBIT "B"

(Permitted Exceptions)

1. Taxes and assessments not yet due and payable.
2. The rights of tenants in possession as tenants only.
3. Applicable zoning.
4. All matters of record.
5. All matters that would be revealed by a current accurate survey and inspection of the property.

666107-2 8306.0141000

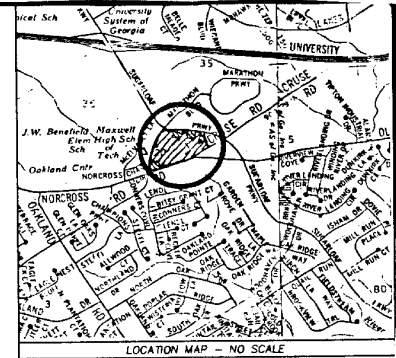
ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

## LEGEND

|        |                            |
|--------|----------------------------|
| AC     | - ACRES                    |
| AKA    | - ALSO KNOWN AS            |
| BL     | - BUILDING SETBACK LINE    |
| C&G    | - CURB & GUTTER            |
| CI     | - CURB INLET               |
| CL     | - CENTER LINE              |
| CLF    | - CHAIN LINK FENCE         |
| CMF    | - CONCRETE MONUMENT FOUND  |
| CO     | - CORRUGATED METAL PIPE    |
| CONC   | - CONCRETE                 |
| DB, PG | - DEED BOOK, PAGE          |
| DI     | - DROP INLET               |
| DIP    | - DUCTILE IRON PIPE        |
| DP     | - DUMPSTER PAD             |
| DWCB   | - DOUBLE-WING CATCH BASIN  |
| FH     | - FIRE HYDRANT             |
| -G-    | - GAS LINE                 |
| GM     | - GAS METER                |
| GTMH   | - GREASE TRAP MANHOLE      |
| GV     | - GAS VALVE                |
| H      | - HEADWALL                 |
| IPF    | - IRON PIN FOUND           |
| IPS    | - IRON PIN SET (1/2" R/B)  |
| JB     | - JUNCTION BOX             |
| LL     | - LAND LOT                 |
| LLL    | - LAND LOT LINE            |
| LS     | - LANDSCAPE STRIP          |
| L      | - LIGHT POLE               |
| MH     | - MANHOLE                  |
| N/F    | - NOW OR FORMERLY          |
| OCS    | - OUTLET CONTROL STRUCTURE |
| -P-    | - POWER LINE               |
| -P/T-  | - POWER TELEPHONE LINE     |
| PAV T  | - PAVEMENT                 |
| PBX    | - POWER BOX                |
| PB, PG | - PLAT BOOK, PAGE          |
| PL     | - PROPERTY LINE            |
| PM     | - POWER METER              |
| POB    | - POINT OF BEGINNING       |
| PP     | - POWER POLE               |
| PTP    | - POWER TELEPHONE POLE     |
| R/B    | - REINFORCING IRON BAR     |
| RCP    | - REINFORCED CONCRETE PIPE |
| R/W    | - RIGHT OF WAY             |
| SPV    | - SPRINKLER VALVE          |
| -SS-   | - SANITARY SEWER LINE      |
| SSE    | - SANITARY SEWER EASEMENT  |
| S/W    | - SIDEWALK                 |
| S/WCB  | - SINGLE-WING CATCH BASIN  |
| TBX    | - TELEPHONE BOX            |
| TF     | - TRANSFORMER              |
| TP     | - TELEPHONE POLE           |
| TPOB   | - TRUE POINT OF BEGINNING  |
| -T-    | - TELEPHONE LINE           |
| -TS-   | - TRAFFIC SIGNALS          |
| TSB    | - TRAFFIC SIGNAL BOX       |
| TSP    | - TRAFFIC SIGNAL POLE      |
| WE     | - WATER EASEMENT           |
| WI     | - WEIR INLET               |
| -W-    | - WATER LINE               |
| WM     | - WATER METER              |
| WV     | - WATER VALVE              |
| WVT    | - WATER VAULT              |
| (P)    | - NUMBER OF PARKING SPACES |

## NOTES:

1. TOTAL SITE AREA = 21.069 ACRES. TOTAL NUMBER OF LOTS = 5. DENSITY = 35,602 SQUARE FEET OF BUILDING PER 1 ACRE AREA.
2. ZONING: LOTS 1 THROUGH 5 ARE ZONED C-2.
3. MINIMUM BUILDING SETBACKS (ZONE C-2):  
FRONT = 50 FEET  
SIDE = 10 FEET  
REAR = 15 FEET
4. IRON PIN (1/2" REBAR) SET AT ALL LOT CORNERS & PROPERTY CORNERS UNLESS NOTED OTHERWISE.
5. THIS PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A FLOOD HAZARD ZONE AS PER F.E.M.A. FLOOD INSURANCE RATE MAP FOR GWINNETT COUNTY, GEORGIA, COMMUNITY PANEL NO. 130322 0185 G, REVISED: JULY 20, 1998.
6. OWNER & SUBDIVIDER:  
SUGARLOAF CROSSINGS ASSOCIATES  
1046 MONROE DRIVE  
ATLANTA, GEORGIA 30324  
404-872-3841  
CONTACT: NEAL FREEMAN
7. ENGINEER:  
DOULGERAKIS CONSULTING ENGINEERS, INC.  
2665 OLD MILTON PARKWAY  
ALPHARETTA, GEORGIA 30201  
770-753-9800
8. SURVEYOR:  
ROCHESTER & ASSOC., INC.  
425 OAK ST., N.W.  
GAINESVILLE, GA 30501  
(770) 718-0600 ATLANTA  
(770) 534-5106 GAINESVILLE
9. BEARINGS ARE BASED ON MAGNETIC NORTH AND WERE COMPUTED FROM ANGLES TURNED IN THE FIELD.
10. DETENTION AREA AND ALL STORM DRAINS SHALL BE PRIVATELY OWNED AND MAINTAINED.
11. THIS PROPERTY IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN DB 12959 PG. 95 AND DECLARATIONS OF RESTRICTIONS RECORDED IN DB 14367 PG. 154.
12. NOTE: GWINNETT COUNTY DOES NOT ENFORCE PROTECTIVE COVENANTS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNERS TO ENSURE COMPLIANCE WITH PROTECTIVE COVENANTS.
13. REFERENCE PLAT: ALTA/ASCM LAND TITLE SURVEY FOR NATIONWIDE LIFE INSURANCE COMPANY, SUGARLOAF CROSSINGS ASSOCIATES AND COMMONWEALTH LAND TITLE INSURANCE COMPANY PREPARED BY ROCHESTER & ASSOC., INC. DATED 1/19/98 (LAST REVISED 2/4/98).
14. PER ARTICLE 8, SECTION 8.2.6.6 OF THE DEVELOPMENT REGULATIONS, IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN ANY DETENTION FACILITY CONSTRUCTED ON THEIR PROPERTY AND TO ENSURE THE FACILITY IS FREE OF OBSTRUCTION, SILT, OF DEBRIS.
15. LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE.
16. 100 YEAR PONDING ELEVATIONS PROVIDED BY DOULGERAKIS CONSULTING ENGINEERS, INC.
17. THIS PLAT IS TO SHOW THE SUBDIVISION OF SUBJECT PROPERTY ONLY. THIS PROPERTY CONTAINS IMPROVEMENTS WHICH ARE NOT SHOWN HEREON.



## SURVEYOR'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 40,000 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 317,417 FEET, AND CONTAINS A TOTAL OF 21.069 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WERE TOPCON GTS-313.

By: *Neal Freeman*

REGISTERED GEORGIA LAND SURVEYOR  
REG. NO. 2298 DATE OF EXPIRATION 12-31-98

OWNERS ACKNOWLEDGMENT AND DECLARATION  
(STATE OF GEORGIA)  
(COUNTY OF GWINNETT)

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES THIS DECLARATION TO THE USE OF THE PUBLIC FOREVER ALL STORM SEWER, WATER FACILITIES, SEWER COLLECTORS, LIFT STATIONS AND APPURTENANCES THEREON SHOWN, AND AGREES TO TRANSFER OWNERSHIP OF ALL PUBLIC USE AREAS IN FEE SIMPLE BY DEED, FOR THE PURPOSES THEREIN EXPRESSED.

OWNER/SUBDIVIDER *W. Neal Freeman*

DATE *3/19/98*

## FINAL PLAT APPROVAL:

THE DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT OF GWINNETT COUNTY, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE GWINNETT COUNTY ZONING RESOLUTION, CONDITIONS OF ZONING APPROVAL, AND THE GWINNETT COUNTY DEVELOPMENT REGULATIONS AS AMENDED, AND HAS BEEN APPROVED BY ALL OTHER AFFECTED COUNTY DEPARTMENTS, AS APPROPRIATE. THE DIRECTOR HEREBY ACCEPTS ON BEHALF OF GWINNETT COUNTY THE DEDICATION OF ALL PUBLIC RIGHTS-OF-WAY AND EASEMENTS, AND PUBLIC WATER, SEWER, STORM DRAINAGE, AND OTHER PUBLIC FACILITIES AND APPURTENANCES SHOWN THEREON, SUBJECT TO RATIFICATION BY THE BOARD OF COMMISSIONERS OF GWINNETT COUNTY. THIS PLAT IS APPROVED, SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT EXECUTED FOR THIS PROJECT BETWEEN THE OWNER AND GWINNETT COUNTY.

DATED THIS *21st* DAY OF *October*, 19*98*

*Michael Williams*  
DIRECTOR, FPL 98-00082  
DEPARTMENT OF PLANNING AND DEVELOPMENT

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY GA  
DATE *10-21-98* TIME *5:00 PM*  
PLAT BOOK *79* PAGE *9*  
TOM LAWLER, CLERK

BLOCK "A" - 5 LOTS  
TOTAL *21.069* ACRES *004*  
ZONED: C-2

RZC2021-00021, RZC2021-00022, RZC2021-00023, RZC2021-00024 & RZC2021-00025  
JOB NO. 96051.01-2062

Received April 5, 2021  
Planning and Development Department

**rochester**  
associates,  
INC.  
Atlanta (770) 718-0600  
Gainesville (770) 534-5106  
425 oak st., n.w. gainesville, ga.

## DRAINAGE

GWINNETT COUNTY ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT.

## CONDITIONS OF REZONING - CASE No. RZ-96-015

1. TO RESTRICT THE USE OF THE PROPERTY AS FOLLOWS:  
A. RETAIL AND SERVICE COMMERCIAL AND ACCESSORY USES.
2. TO SATISFY THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:  
A. PROVIDE A TEN-FOOT WIDE LANDSCAPED STRIP OUTSIDE THE DEDICATED RIGHTS-OF-WAY OF ALL ROAD FRONTAGES.  
B. PROVIDE A FIVE-FOOT WIDE LANDSCAPED STRIP ADJACENT OF ALL INTERNAL PROPERTY LINES.  
C. NO MORE THAN THREE EXITS/ENTRANCES ON SUGARLOAF PARKWAY, AND TWO EXITS/ENTRANCES ON OLD NORCROSS ROAD. LOCATION AND EXITS/ENTRANCE DESIGN SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE GWINNETT DEPARTMENT OF TRANSPORTATION.  
D. NO MORE THAN FIVE OUTPARCELS SHALL BE ALLOWED.  
E. THE NUMBER AND LOCATION OF MEDIAN BREAKS ALONG SUGARLOAF PARKWAY AND ACCESS TO MEDIAN BREAKS SHALL BE SUBJECT TO REVIEW AND APPROVAL OF THE GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION.  
F. NO BILLBOARDS SHALL BE PERMITTED.  
G. DUMPSTERS SHALL BE SCREENED BY A FENCE OR WALL. PICKUPS SHALL BE LIMITED TO BETWEEN THE HOURS OF 7:00 AM AND 9:00 PM.  
H. PROVIDE INTERPARCEL ACCESS AS REQUIRED BY THE DEVELOPMENT DIVISION.  
I. BUILDINGS SHALL BE FINISHED WITH ARCHITECTURAL TREATMENTS OF GLASS AND /OR BRICK, STONE OR STUCCO, OR SUBMIT ALTERNATE ARCHITECTURAL PLANS FOR APPROVAL OF THE PLANNING COMMISSION PRIOR TO ISSUANCE OF A BUILDING PERMIT.  
J. PROVIDE SIDEWALKS WITHIN THE NEW DEDICATED RIGHTS-OF-WAY OF ALL ROAD FRONTAGES BORDERING THE PROPERTY.  
K. LIGHTING SHALL BE CONTAINED IN CUT-OFF TYPE LUMINAIRES AND SHALL BE DIRECTED IN TOWARD THE PROPERTY SO AS NOT TO REFLECT INTO NEARBY RESIDENTIAL PROPERTIES.  
L. PROVIDE LANDSCAPED ISLANDS THROUGHOUT THE PARKING AREAS. AT A MINIMUM, LANDSCAPED ISLANDS SHALL CONSIST OF A 100-SQUARE FOOT PLANTED AREA PER EIGHTEEN (18) SPACES OF DOUBLE ROW PARKING WITH A 100-SQUARE FOOT PLANTED AREA AT THE END OF EACH ROW. THESE LANDSCAPED ISLANDS SHALL INCLUDE AT LEAST TWO TREES PER ISLAND. TREES SHALL BE A MINIMUM OF FIVE FEET IN HEIGHT AT THE TIME OF PLANTING. SUBMIT LANDSCAPE PLANS FOR REVIEW AND APPROVAL BY THE DEVELOPMENT REVIEW SECTION.
3. TO ABIDE BY THE FOLLOWING REQUIREMENTS, DEDICATIONS AND IMPROVEMENTS:  
A. CONTRIBUTE AT THE TIME OF THE ISSUANCE OF A BUILDING PERMIT 25% OF THE COST OF SIGNALIZATION OF THE INTERSECTION OF SUGARLOAF PARKWAY AND CRUISE ROAD, NOT TO EXCEED \$12,500.  
B. WHEN A TRAFFIC SIGNAL IS DEEMED NECESSARY BY THE GWINNETT COUNTY D.O.T., CONTRIBUTE 50% OF THE COST OF SIGNALIZATION OF SUGARLOAF PARKWAY AND THE MAIN SHOPPING CENTER ENTRANCE/MEDIAN BREAK, NOT TO EXCEED \$25,000.  
C. INITIATE ABANDONMENT PROCEDURES FOR ATKINSON ROAD THROUGH THE SUBJECT PROPERTY.

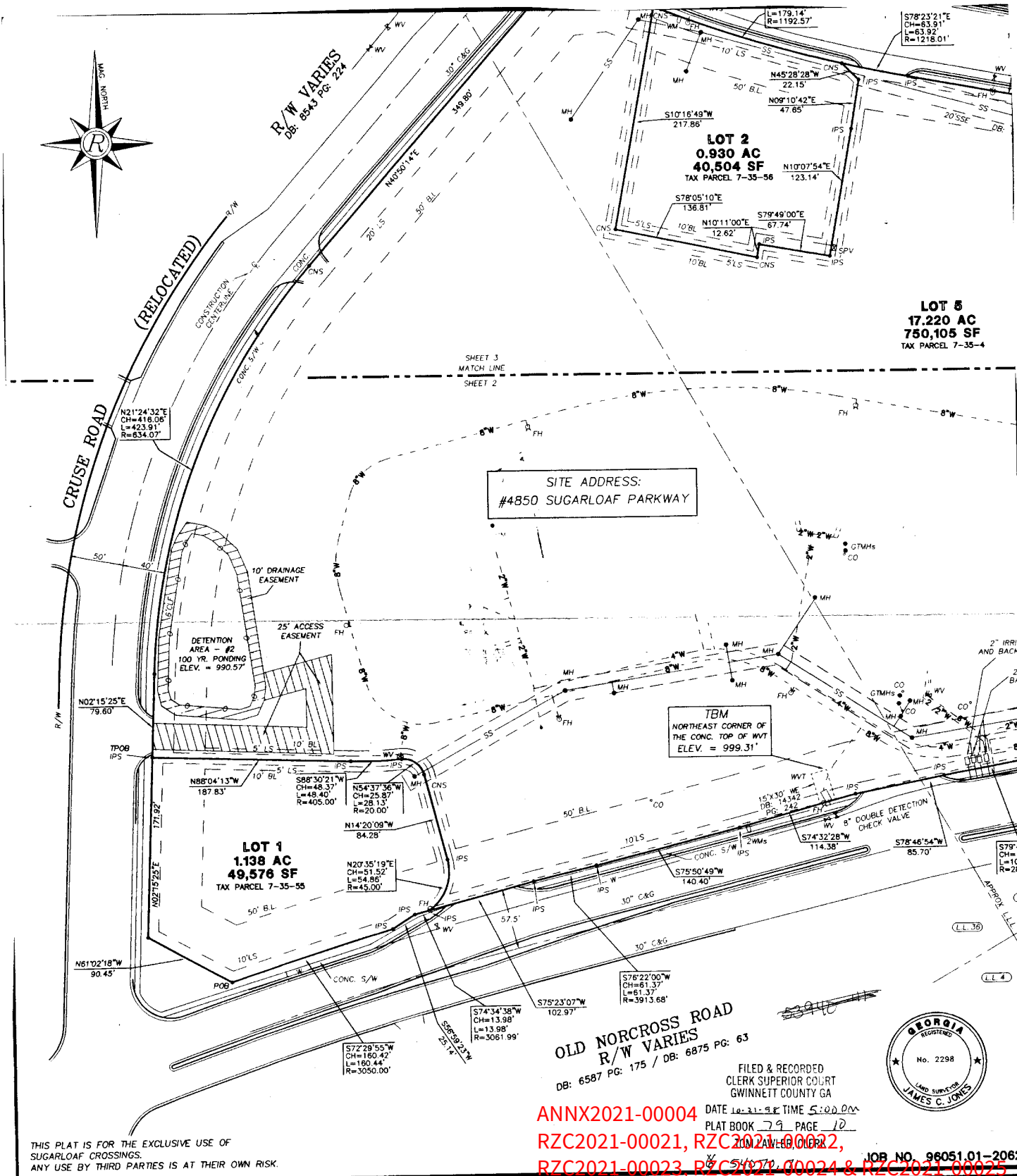
THIS PLAT IS FOR THE EXCLUSIVE USE OF SUGARLOAF CROSSINGS.  
ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

SHEET **1** OF **4**  
DATE 6/4/98  
SCALE NONE  
JOB NO. 96051.01  
DRAWN BY: BAC  
DWG NO. S-001537

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

FINAL SUBDIVISION PLAT OF  
SUGARLOAF CROSSINGS  
UNIT  
LOCATED IN  
LAND LOTS 35 & 36 7TH DISTRICT  
GWINNETT COUNTY, GEORGIA



SHEET 2 OF 4  
DATE 6/4/98  
SCALE 1"=60'  
JOB NO. 96051.01  
DRAWN BY: BAC  
DWG NO. S-001537

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

Received April 5, 2021  
SUGARLOAF CROSSINGS  
Planning and Development Department  
LOCATED IN  
LAND LOTS 35 & 36 7TH DISTRICT  
GWINNETT COUNTY, GEORGIA

**rochester**  
LAND SURVEYORS  
JAMES C. JONES  
No. 2298  
425 Oak St., N.W. Gainesville, GA 30601  
Page 70



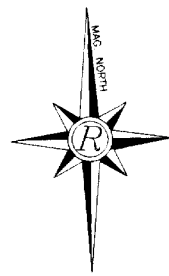
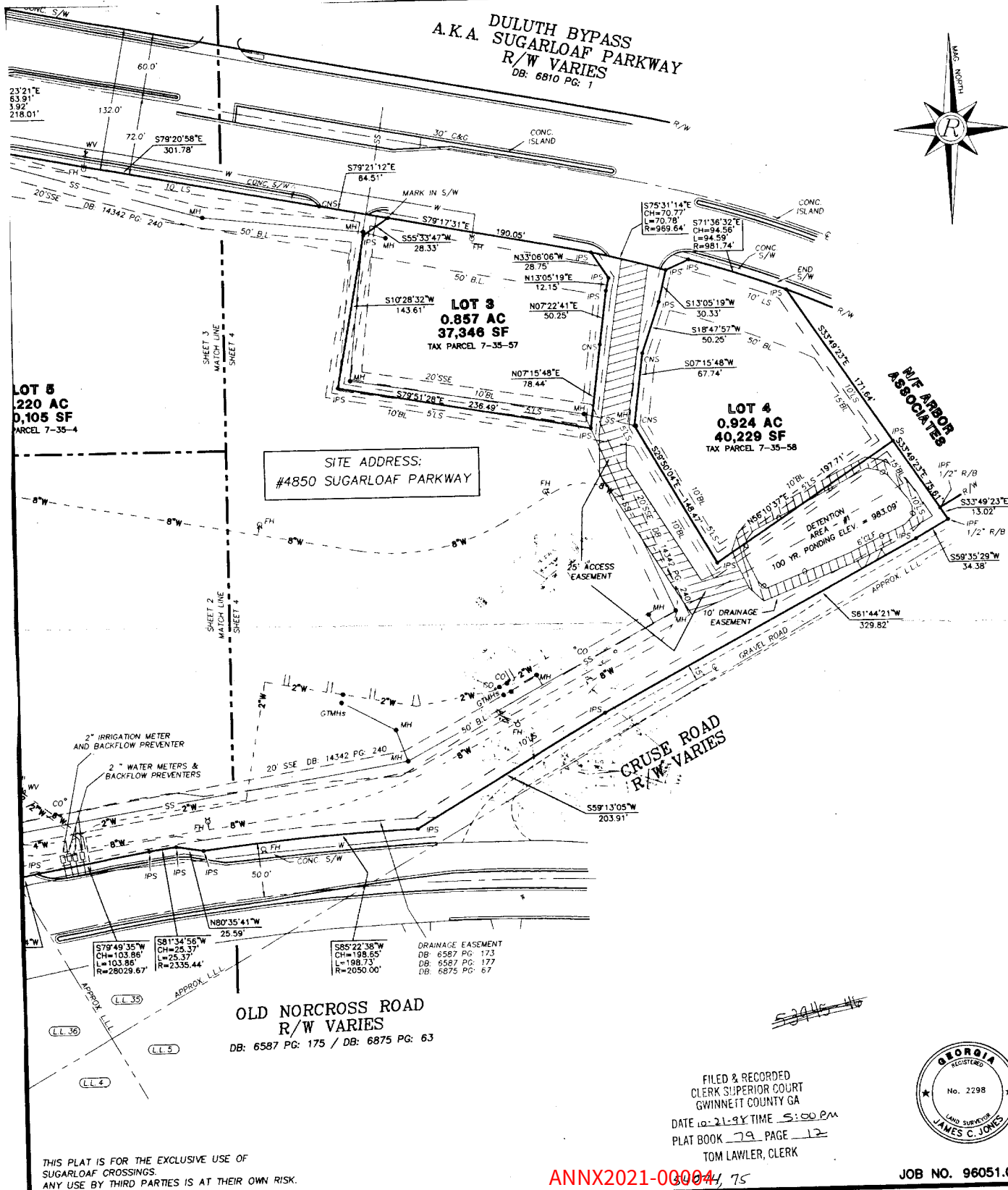
21-00024 & RZC2021-00025

**rochester**  
rochester & associates, inc.  
1000 ...  
cherryville (708)744-5106

ment Department

Page 71





FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY GA  
DATE 10-21-97 TIME 5:00 PM  
PLAT BOOK 79 PAGE 12  
TOM LAWLER, CLERK

ANNX2021-00004, 75

JOB NO. 96051.01-2062

RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received April 5, 2021  
Planning and Development Department

**SHEET 4 OF 4**  
DATE 5/4/98  
SCALE 1"=60'  
JOB NO. 96051.01  
DRAWN BY BLM  
DWG NO. S-001537

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

**GRAPHIC SCALE**  
0' 30' 60' 120'

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |

LAND LOTS 35 & 36  
7TH DISTRICT  
GWINNETT COUNTY, GEORGIA

**rochester**  
rochester & associates, inc.  
atlanta (770)798-0800 • gwinnett (770)334-5706  
buckhead (770)745-5700  
425 oak st., n.w. 30804



# LAWRENCEVILLE

THE OFFICIAL METRO ATLANTA

Date Received \_\_\_\_\_ Case File #: \_\_\_\_\_

City of Lawrenceville  
Planning and Development Department  
70 S. Clayton Street  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [PLANNING.ANDZONING@LawrencevilleGA.Org](mailto:PLANNING.ANDZONING@LawrencevilleGA.Org)

## APPLICATION FOR ANNEXATION

DATE 10/28/2020

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of C-2

Address of Property to be annexed: 875 Marathon Pkwy., Lawrenceville, GA. 30046

Area: 2.15 acres or \_\_\_\_\_ square feet

Tax Map Numbers: R7035 026

Owners of Property: Life Storage LP

Address if different from Property: 6467 Main St.  
Williamsville, NY. 14221

Applicant Name and Address: Life Storage LP Phone: 716-632-7796  
6467 Main St.  
Williamsville, NY. 14221

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

Andrew J. Gregoire 10/28/20  
Signature of Owner Date

\_\_\_\_\_  
Print Name of Applicant Date

Andrew J. Gregoire  
Print Name of Owner Date

\_\_\_\_\_  
Signature of Notary Date

Ann E. Hughes 10/28/20  
Signature of Notary Date

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received April 3, 2021  
Planning and Development Department

ANNIE E. HUGHES  
No. 01H06019276  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 02/01/20 23





# LAWRENCEVILLE

## GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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



# LAWRENCEVILLE

GWINNETT • METRO ATLANTA

City of Lawrenceville Planning Department  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [Planning@lawrencevillega.org](mailto:Planning@lawrencevillega.org)

Date Received \_\_\_\_\_  
Case File #: ANX \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

The undersigned, making application for Rezoning, Special Exemption, Special Use Permit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest Zoning Actions, and has submitted or attached the required information of forms provided.

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

Andrew J. Bayne      10/28/20  
Signature of Owner      Date

\_\_\_\_\_  
Print Name of Applicant      Date

Andrew Bayne      10/28/20  
Print Name of Owner      Date

Anne E. Hughes      10/28/2020  
Signature of Notary Public      Date

Stamp:

ANNE E. HUGHES  
No. 01HU6019276  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 02/01/2023

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

51669  
00616

8.

BK51669 PG0616

FILED AND RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY GA

12 SEP 26 PM 2:00

RICHARD ALEXANDER, CLERK

RETURN TO:  
NEIL S. MORRISROE  
MCLAIN MERRITT, P.C.  
3445 PEACHTREE RD, NE, SUITE 500  
ATLANTA, GA 30326

PT-61 #007-2012-029412  
GWINNETT CO. GEORGIA  
REAL ESTATE TRANSFER TAX  
\$ 3,495.90  
RICHARD T. ALEXANDER, JR. CLERK OF  
SUPERIOR COURT

1281095/KED

(ABOVE SPACE RESERVED FOR RECORDING DATA)

AFTER RECORDING, RETURN TO:

John A. Pappano, Esq.  
Phillips Lytle LLP  
3400 HSBC Center  
Buffalo, NY 14203

### LIMITED WARRANTY DEED

THIS DEED, made this 11 day of September, 2012, between, Climatized Development Sugarloaf, LLC, a Georgia limited liability company ("Grantor"), and, Sovran Acquisition Limited Partnership, a Delaware limited partnership ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND MORE DOLLARS (\$10.00 and more), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the real property (inclusive of the land and all buildings and improvements thereon) described on Exhibit "A" attached hereto and made a part hereof (the "Property").

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

MBU 141203A1-6  
875 Marathon Parkway  
Lawrenceville, Georgia  
aka SUGARLOAF

ANNX2021-00004

0098873-74  
RZC2021-00023, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

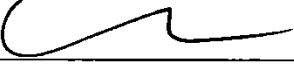
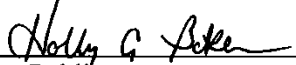
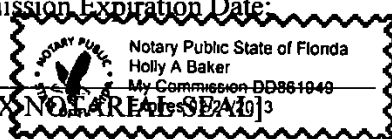
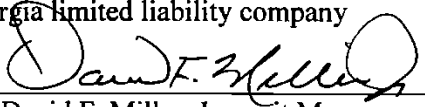
Page 76

BK51669 PG0617

SUBJECT TO the title matters expressly set forth on Exhibit "B" attached hereto and made a part hereof.

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming, owning or holding by, through or under Grantor but not otherwise.

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Signed, sealed and delivered in the presence of:</p> <p></p> <p>Unofficial Witness</p> <p></p> <p>Notary Public</p> <p>Commission Expiration Date:</p> <p></p> <p>[AFFIDAVIT OF REAL ESTATE]</p> | <p>Climatized Development Sugarloaf, LLC, a Georgia limited liability company</p> <p>By: </p> <p>David F. Miller, Jr., as it Managing Member</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Doc # 01-2601310 3  
SAgi

BK51669 PG0618

**EXHIBIT A**875 Marathon Pkwy  
Lawrenceville, Georgia

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 35 of the 7<sup>th</sup> District of Gwinnett County, Georgia being Lots 1B and 2A-2, Block B, per As-Built Final Plat for Arbor Business Park f/k/a Northeast Gwinnett Business Park, recorded on February 27, 2001, in Plat Book 88, Page 69, Gwinnett County Georgia Records, which plat is incorporated herein and made a part of this legal description by reference.

TOGETHER WITH AND SUBJECT TO Declaration of Protective Covenants for Northeast Gwinnett Business Park, dated October 6, 1988 and recorded October 24, 1988, in Deed Book 5168, Page 165, Gwinnett County Georgia Records, as amended or affected by First Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park by Marathon U.S. Realities, Inc., dated October 1, 1989, recorded October 27, 1989 in Deed Book 5730, Page 71, aforesaid records; Assignment and Assumption Agreement by and between Marathon U.S. Realities, Inc. and Arbor Associates Limited Partnership, dated November 26, 1991, recorded December 2, 1991 in Deed Book 6917, Page 188, aforesaid records; Second Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park and Reservation of Easement for an Inter-Parcel Access Drive by Arbor Associates Limited Partnership, dated January 20, 1998, recorded January 27, 1998 in Deed Book 15361, Page 204, aforesaid records, and Third Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park by Arbor Associates Limited Partnership, dated May 31, 2001, recorded July 2, 2001 in Deed Book 23691, Page 60, aforesaid records.

**ALSO DESCRIBED AS:**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 35 of the 7<sup>th</sup> District of Gwinnett County, Georgia containing 2.169 acres or 94,463 square feet and being more particularly described as follows:

Commence the southeastern corner of the miter at the intersection of Marathon Blvd and Marathon Pkwy.; thence along the right of way of Marathon Pkwy., 63.18' to a 1/2" rebar found and the Point of Beginning. Thence continuing along said right of way along an arc of a curve 130.21', said arc having a radius of 262.20' and being subtended by a chord having a bearing of S 18° 51' 31" E 128.88' to a 1/2" rebar found; thence S 33° 05' 10" E 53.92' to a PK nail found; thence S 33° 05' 10" E 68.93' to a 1/2" rebar found; thence along an arc of a curve 10.41', said arc having a radius of 316.00' and being subtended by a chord having a bearing of S 34° 01' 49" E 10.41' to a 1/2" rebar found; thence leaving said right of way, S 57° 47' 59" W 359.23' to a 1/2" rebar found; thence N 33° 35' 57" W 79.35' to a 1/2" rebar found; thence N 33° 35' 57" W 179.37' to a 1/2" rebar found; thence N 57° 47' 59" E 393.06' to the Point of Beginning.

875 Marathon Parkway  
Lawrenceville, GeorgiaANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

**BK 51669 PG 0619**

**EXHIBIT B**

1. Rights of tenants, as tenants only with no rights of purchase.
2. All taxes for the year 2012 and subsequent years, and any re-billings or re-assessments for 2008.
3. State of acts as shown on plat recorded in Plat Book 88, page 69, Gwinnett County Georgia.
4. Easement from H.C. Deaton to Georgia Power dated 6/20/1946, recorded 7/19/1967, in Deed Book 77, page 504.
5. Declaration of Protective Covenants for Northeast Gwinnett Business Park by Marathon U.S. Realities, Inc., dated 10/6/1988, recorded 10/24/1988 in Deed Book 5168, page 165, as amended by:
  - a. First Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park by Marathon U.S. Realities, Inc., dated 10/1/1989, recorded 10/27/1989 in Deed Book 5730, page 71.
  - b. Assignment and Assumption Agreement by and between Marathon U. S. Realities, Inc. and Arbor Associates Limited Partnership, dated 11/26/1991, recorded 12/2/1991 in Deed Book 6917, page 188.
  - c. Second Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park and Reservation of Easement for an Inter-Parcel Access Drive by Arbor Associates Limited Partnership dated 1/20/1998 recorded 1/27/1998 in Deed Book 15361, page 204.
  - d. Third Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park by Arbor Associates Limited Partnership dated 5/31/2001 recorded 7/2/2001 in Deed Book 23691, page 60.
11. Interparcel Grading and Fill and Reciprocal Easement Agreement by and between Hayes Microcomputer Products, Inc. and Arbor Associates Limited Partnership dated 8/16/1995, in Deed Book 11635, page 62 as amended by:
  - a. Easement Agreement and First Amendment to Interparcel Grading and Fill and Reciprocal Easement Agreement by and among Scientific-Atlanta, Inc. Arbor Associates Limited Partnership, KinderCare Real Estate Corp., PNC Commercial Corp., and ACE Hardware Corporation, with Arbor Business Park Owners Association Inc., Architectural Review Committee of the Association and Webster Holdings Corporation dated 2/8/1999 and recorded 2/9/2000 in Deed Book 20008, page 168.

875 Marathon Parkway  
Lawrenceville, Georgia

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

12. Slope Easement Agreement by and between Arbor Associates Limited Partnership, KinderCare Real Estate Corp., dated 1/20/1998 and recorded 1/23/1998 in Deed Book 15351, page 264 as re-recorded in Deed Book 15731, page 220.
13. Sanitary Sewer Easement Agreement by and between Arbor Associates Limited Partnership, KinderCare Real Estate Corp., dated January 1998, recorded 1/23/1998 in Deed Book 15352, page 1, as re-recorded in Deed Book 115731, page 228.
14. Sign Easement Agreement by and between Arbor Associates Limited Partnership, KinderCare Real Estate Corp., dated 1/20/1998 recorded 1/23/1998 in Deed Book 15352, page 10 as amended by:
  - a. Sign Easement Agreement First Amendment by and between Arbor Associates Limited Partnership, Kinder Care Real Estate Corp., AMSS Development, L.P. and Sewick Properties, LLC dated 1/27/2000, recorded 7/10/2000 in Deed Book 20848, page 180.
15. Easement between Arbor Associates Limited Partnership and Gwinnett County dated 11/12/1993, recorded 10/12/1998 in Deed Book 16943, page 185.
16. Underground Easement from Climatized Development Sugarloaf, LLC to Georgia Power Company dated 10/2/2006, recorded 10/31/2006 I Deed Book 47192, page 638.
17. Water Meter Device Easement to Gwinnett County Water and Sewerage Authority dated 4/14/2006 recorded in Deed Book 46506, page 296.
18. Maintenance Agreement to Gwinnett County dated 4/14/2006 recorded in Deed Book 46695, page 776.

Doc # 01-2601310 2  
SAGi



[illegible]

Map of Fukushima Daiichi Nuclear Power Plant area. The map shows the coastline, major roads, and the locations of the three damaged reactors (Units 1, 2, and 3). It includes various labels in Japanese and English, such as 'FUKUSHIMA DAICHI NUCLEAR POWER PLANT', 'UNIT 1', 'UNIT 2', 'UNIT 3', and 'REACTOR BUILDING'. The map also shows the surrounding area, including the city of Fukushima and the Pacific Ocean. A scale bar at the bottom indicates distances in kilometers and miles.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

ENTRANCE APPROXIMATELY 2100 PM

2021-0002

t





# LAWRENCEVILLE

Date Received \_\_\_\_\_ Case File #: \_\_\_\_\_

City of Lawrenceville  
Planning and Development Department  
70 S. Clayton Street  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [PLANNING.AND.ZONING@LawrencevilleGA.Org](mailto:PLANNING.AND.ZONING@LawrencevilleGA.Org)

## APPLICATION FOR ANNEXATION

DATE \_\_\_\_\_

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of C-2

Address of Property to be annexed: 1720 Marathon Blvd., Lawrenceville, GA. 30046

Area: 1.33 acres or \_\_\_\_\_ square feet

Tax Map Numbers: R7035 027

Owners of Property: ISZ, LLC

Address if different from Property: 1176 Lanford Dr.  
Lilburn, GA. 30047

Applicant Name and Address: ISZ, LLC Phone: 404-610-0797  
1176 Lanford Dr.  
Lilburn, GA. 30047

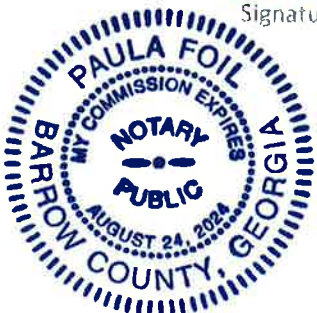
|                         |         |                     |         |
|-------------------------|---------|---------------------|---------|
|                         | 3-31-21 |                     | 3-31-21 |
| Signature of Applicant  | Date    | Signature of Owner  | Date    |
|                         | 3-31-21 |                     | 3-31-21 |
| Print Name of Applicant | Date    | Print Name of Owner | Date    |

Signature of Notary

Date

Signature of Notary

Date



ANNX2021-00004  
RZC2021-00021, RZC2021-00022  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department



# LAWRENCEVILLE

City of Lawrenceville Planning Department  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [Planning@lawrencevillega.org](mailto:Planning@lawrencevillega.org)

Date Received \_\_\_\_\_  
Case File #: ANX \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

The undersigned, making application for Rezoning, Special Exemption, Special Use Permit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest Zoning Actions, and has submitted or attached the required information of forms provided.

 3.30.21  
Signature of Applicant Date

 3.30.21  
Signature of Owner Date

\**Rahima Soudhy* 3.30.21  
Print Name of Applicant Date

\**Rahima Soudhy* 3.30.21  
Print Name of Owner Date

 3.30.21  
Signature of Notary Public Date

Stamp:



ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department



# LAWRENCEVILLE

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

BK54835 PG0628

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

2016 DEC 29 PM 12: 33

RICHARD ALEXANDER, CLERK

310349

Return Recorded Document to  
STELL, SMITH & MATTISON, P C  
485 South Perry Street, Suite A  
Lawrenceville, GA 30046  
FILE # L16-412A

LIMITED  
WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF GWINNETT

PT-61 # 67-2016-033713  
GWINNETT CO. GEORGIA  
REAL ESTATE TRANSFER TAX  
\$ 0  
RICHARD T. ALEXANDER, JR. CLERK OF  
SUPERIOR COURT

THIS INDENTURE made this 9th day of December, 2016, between Al Turab LLC of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and ISZ LLC as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits)

WITNESSETH that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee

Parcel One: Marathon Blvd.

ALL THAT TRACT or parcel of land lying and being in Land Lot 35 of the 7th District of Gwinnett County, Georgia, being shown as Lot 1A, Block "B" of Arbor Business Park, as shown on a Plat of Survey recorded in Plat Book 75, Page 290, Gwinnett County, Georgia Records, and more particularly described according to said plat as follows:

TO FIND THE TRUE PLACE OR POINT OF BEGINNING, begin at the point of intersection of the southerly right of way line of Marathon Boulevard (a 100-foot right of way) with the westerly right of way line of Marathon Parkway, if the rights of way were extended to form a point of intersection instead of a miter; running thence South 01 degree 58 minutes 17 seconds West a distance of 20.00 feet to a point on the west right of way line of Marathon Parkway, WHICH IS THE TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, running thence South 01 degree 58 minutes 17 seconds West and continuing along said right of way line a distance of 32.97 feet to a point; running thence southeasterly and continuing along said right of way line and following a curve to the left an arc distance of 30.22 feet, said curve having a radius of 262.20 feet and a chord bearing and distance of South 01 degrees 19 minutes 48 seconds East 30.20 feet to a point; thence leaving said right of way line, run South 57 degrees 47 minutes 59 seconds West a distance of 393.06 feet to a point; thence North 33 degrees 35 minutes 57 seconds West a distance of 126.90 feet to a point located on the southeasterly right of way line of Marathon

ANNX2021-00004

0122264

RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department

Document4

Page 85

BK 54835 PG 0629

Boulevard; running thence North 50 degrees 06 minutes 31 seconds East along said right of way line a distance of 209.07 feet to a point; running thence northeasterly and continuing along said right of way line and following a regular curve to the right an arc distance of 173.79 feet to a point, said arc having a radius of 238.71 feet and a chord bearing and distance of North 70 degrees 57 minutes 55 seconds East 169.98 feet; running thence South 88 degrees 10 minutes 36 seconds East and continuing along said right of way line a distance of 62.89 feet to a point; thence South 43 degrees 06 minutes 10 seconds East a distance of 28.25 feet to the true place or point of beginning.

### Parcel Two: Rockbridge Road

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 169 of the 6th District of Gwinnett County, Georgia, and being more particularly described as follows: BEGINNING at a point on the northern right-of-way of Rockbridge Road (80 foot R/W) a distance of 438 feet westerly from the intersection of the north right-of-way of Rockbridge Road and the east line of Land Lot 169; thence North 9 degrees 00 minutes 00 seconds East a distance of 10.01 feet to the true POINT OF BEGINNING on the northern right-of-way (90 foot R/W) of Rockbridge Road (as widened); running thence North 83 degrees 37 minutes 10 seconds West a distance of 115.0 feet along the northern right-of-way of Rockbridge Road to an iron pin; running thence North 9 degrees 00 minutes 00 seconds East a distance of 390.0 feet to an iron pin; running thence South 81 degrees 31 minutes 45 seconds East a distance of 165.93 feet to an iron pin; running thence South 37 degrees 40 minutes 49 seconds West a distance of 81.95 feet to an iron pin; running thence South 15 degrees 24 minutes 01 second West a distance of 105.0 feet to an iron pin; running thence South 9 degrees 00 minutes 00 seconds West a distance of 210.40 feet to an iron pin and the true POINT OF BEGINNING.

### TAX MAP NO. 6-169-143

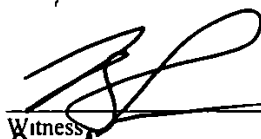
This Deed is given subject to all easements and restrictions of record

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

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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

Signed, sealed and delivered in presence of

Witness  
  
 Notary Public  
 [Notary Seal]



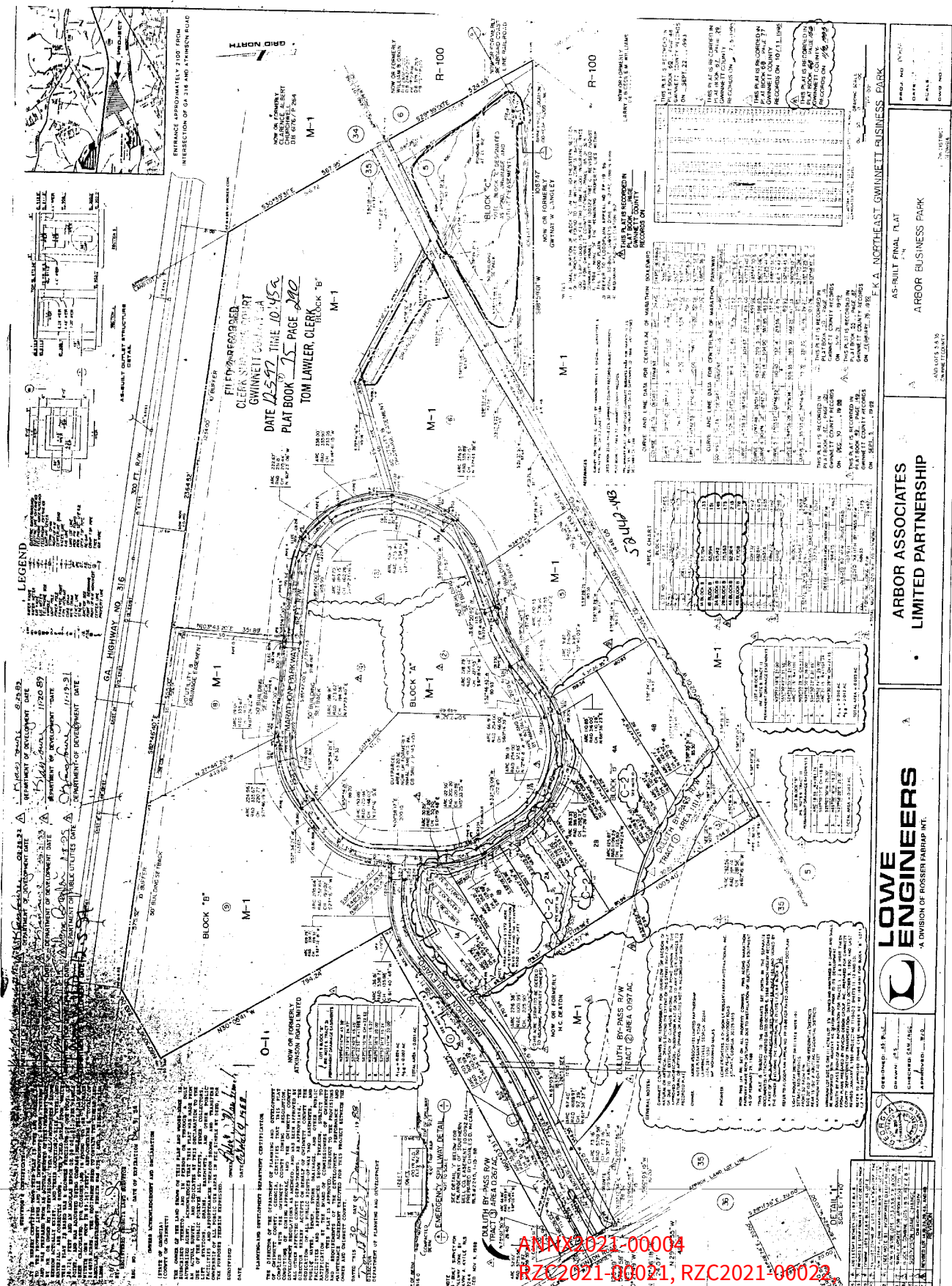
Al Turab LLC

By:  (SEAL)  
 Raheel Sohani, Member

Document4

ANNX2021-00004  
 RZC2021-00021, RZC2021-00022,  
 RZC2021-00023, RZC2021-00024 & RZC2021-00025  
 Received: April 5, 2021  
 Planning and Development Department





ANNX2021-00004  
RZC2021-00021, RZC2021-00023  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department



# LAWRENCEVILLE

WINNETT • METRO ATLANTA

City of Lawrenceville Planning Department  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [Planning@lawrencevillega.org](mailto:Planning@lawrencevillega.org)

Date Received \_\_\_\_\_  
Case File #: ANX \_\_\_\_\_

## APPLICATION FOR ANNEXATION

DATE 4-29-20

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of B6.

Address of Property to be annexed: 4855 Sugarloaf Parkway, Lawrenceville, GA

Area: .81 acres or 35,284 square feet.

Tax Map Number: R7035-037

Owners of Property: Sugarloaf Marathon, LLC

Address if different from Property: 1505 Lakes Pkwy, Suite 190 Phone: 678-689-0397  
Lawrenceville, GA 30043

Applicant Name and Address: Sugarloaf Marathon, LLC Phone: 678-689-0397  
1505 Lakes Pkwy, Suite 190  
Lawrenceville, GA 30043

Sugarloaf Marathon, LLC  
  
Signature of Applicant manager Date 4-29-20

Sugarloaf Marathon, LLC  
  
Signature of Owner manager Date 4-29-20

Richard Swyer, manager 4-29-20  
Print Name of Applicant Date

Richard Swyer, manager 4-29-20  
Print Name of Owner Date

Gale Marie Pridé April 29, 2020  
Signature of Notary Date

Gale Marie Pridé April 29, 2020  
Signature of Notary Date



ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department



# LAWRENCEVILLE

WINNETT • METRO ATLANTA

City of Lawrenceville Planning Department  
 P.O. Box 2200  
 Lawrenceville, GA 30046  
 Phone: 678-407-6583  
 E-Mail: [Planning@lawrencevillega.org](mailto:Planning@lawrencevillega.org)

Date Received \_\_\_\_\_  
 Case File #: ANX \_\_\_\_\_

## DISCLOSURE OF CAMPAIGN CONTRIBUTION

**In accordance with the Conflict of Interest in Zoning Act, Title 36, Chapter 67A, Official Code of Georgia Annotated. The following questions must be answered.**

Have you, within the last four years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Lawrenceville City Council, a member of the Planning and Zoning Commission or a member of the Zoning Board of Appeals, a member of the Planning Department, or any other government officials who will consider the application?

\_\_\_\_\_ YES

X NO

If yes, please complete the following section:

Name and Official Position of Government Official(s):

---



---

Please list the Date and Amount of Contribution(s) (list all which aggregated \$250.00 or more):

---



---

Sugarbait Marathon, LLC  
[Signature] Manager  
 Signature of Applicant

4-29-20  
 Date

Richard Swice, Manager  
 Print Name of Applicant

Signature of Applicant's Attorney or Representative

Print Name of Applicant's Attorney or Representative

ANNX2021-00004  
 RZC2021-00021, RZC2021-00022,  
 RZC2021-00023, RZC2021-00024 & RZC2021-00025  
 Received: April 5, 2021  
 Planning and Development Department





# LAWRENCEVILLE

GWINNETT · METRO ATLANTA

City of Lawrenceville Planning Department  
P.O. Box 2200  
Lawrenceville, GA 30046  
Phone: 678-407-6583  
E-Mail: [Planning@lawrencevillega.org](mailto:Planning@lawrencevillega.org)

Date Received \_\_\_\_\_  
Case File #: ANX \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

The undersigned, making application for Rezoning, Special Exemption, Special Use Permit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest Zoning Actions, and has submitted or attached the required information of forms provided.

*Sugarloaf Marathon, LLC*  
  
Signature of Applicant *manager* Date *4-29-20*

*Sugarloaf Marathon, LLC*  
  
Signature of Owner *manager* Date *4-29-20*

*Richard Swope, manager 4-29-20*  
Print Name of Applicant Date

*Richard Swope, manager 4-29-20*  
Print Name of Owner Date

*Gale Marie Pride april 29, 2020*  
Signature of Notary Public Date

Stamp:



ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department

BK55470 PG0340

BK55087 PG0235

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

2017 MAY -1 PM 4: 08

PT-61 # 107-2017-010580  
GWINNETT CO GEORGIA  
REAL ESTATE TRANSFER TAX  
\$ 200.00  
RICHARD T. ALEXANDER, JR. CLERK OF  
SUPERIOR COURT

RICHARD ALEXANDER, CLERK

303883

308563-66

**AFTER RECORDING, RETURN TO:**

Thomas J. Andersen  
ANDERSEN, TATE & CARR, P.C.  
One Sugarloaf Centre, Suite 4000  
1960 Satellite Boulevard  
Duluth, GA 30097  
File #026464.070001 MT

**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, made the 28<sup>th</sup> day of April, 2017, between

**GWINNETT COUNTY HABITAT FOR HUMANITY, INC., a Georgia corporation**

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

**SUGARLOAF MARATHON, LLC, a Georgia limited liability company**

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

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

All that tract or parcel of land lying and being in the Land Lot 35 of the 7<sup>th</sup> District, Gwinnett County, Georgia, as more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

Said property is conveyed subject to the permitted title exceptions as described on Exhibit "B" attached hereto and by reference made a part hereof.

0097608

0039408

ANNX2021-00004

RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department

\*\*\*This document is being re-recorded to add the corporate seal.\*\*\*

FILED AND RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA  
17 OCT 18 PM 4: 06  
RICHARD ALEXANDER, CLERK

BK55470 PG0341

BK55087 PG0236

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

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

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

**GRANTOR:**

Signed, sealed and delivered in  
in the presence of:

*Sam Correll*  
Unofficial Witness

*Mari E. Thomas*  
Notary Public



GWINNETT COUNTY HABITAT FOR  
HUMANITY, INC., a Georgia corporation

By: *Brent Bohanan* (SEAL)  
Brent Bohanan, Executive Director



ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

BK55470 PG0342

BK55087 PG0237

EXHIBIT "A"LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 35 OF THE 7TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FROM THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SUGARLOAF PARKWAY (HAVING A VARIABLE WIDTH RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARATHON BOULEVARD (HAVING A 100 FOOT WIDE RIGHT-OF-WAY) IF THE RIGHT-OF-WAY LINES WERE EXTENDED TO FORM A POINT OF INTERSECTION RATHER THAN A MITER AND ALONG SAID EXTENDED SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARATHON BOULEVARD NORTH 62 DEGREES 57 MINUTES 15 SECONDS EAST A DISTANCE OF 123.88 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARATHON BOULEVARD; THENCE ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARATHON BOULEVARD THE FOLLOWING TWO COURSES AND DISTANCES: NORTH 62 DEGREES 57 MINUTES 15 SECONDS EAST A DISTANCE OF 183.32 FEET TO A POINT, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,001.99 FEET, AN ARC LENGTH OF 11.54 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 62 DEGREES 38 MINUTES 29 SECONDS EAST AND A CHORD DISTANCE OF 11.54 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR) AT THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED AND CONTINUING ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARATHON BOULEVARD THE FOLLOWING TWO COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,001.99 FEET, AN ARC LENGTH OF 214.84 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 56 DEGREES 09 MINUTES 04 SECONDS EAST AND A CHORD DISTANCE OF 214.43 FEET TO A POINT; THENCE NORTH 50 DEGREES 00 MINUTES 34 SECONDS EAST A DISTANCE OF 59.71 FEET TO A MASONRY NAIL FOUND IN A PRIVATE ASPHALT DRIVE; THENCE DEPARTING THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARATHON BOULEVARD SOUTH 33 DEGREES 35 MINUTES 12 SECONDS EAST A DISTANCE OF 310.91 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 79 DEGREES 15 MINUTES 21 SECONDS WEST A DISTANCE OF 187.38 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 11 DEGREES 27 MINUTES 24 SECONDS EAST A DISTANCE OF 20.28 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 79 DEGREES 27 MINUTES 07 SECONDS WEST A DISTANCE OF 215.82 FEET TO AN IRON PIN FOUND (ONE HALF INCH REBAR); THENCE NORTH 27 DEGREES 36 MINUTES 40 SECONDS WEST A DISTANCE OF 7.76 FEET TO THE POINT OF BEGINNING

SAID TRACT OR PARCEL OF LAND CONTAINS 0.961 ACRE (BEING 41,872 SQUARE FEET) INCLUDING ALL EASEMENTS.

ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 &amp; RZC2021-00025

Received: April 5, 2021

Planning and Development Department

BK 55470 PG 0343 BK 55087 PG 0238

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. All taxes for the year 2017 and subsequent years, not yet due and payable.
2. Subject to all matters on that certain plat recorded at Plat Book 50, Page 18, Gwinnett County, Georgia records.
3. Declaration of Protective Covenants for Northeast Business park, dated October 6, 1988, recorded October 24, 1988, in Deed Book 5168, Page 165, aforesaid records; and as amended by that certain First Amendment to Declaration of Protective Covenants for Northeast Gwinnett Business Park, dated October 1, 1989, recorded October 27, 1989, in Deed Book 5730, Page 71, aforesaid records.
4. Easement from H. C. Deaton to Georgia Power Company, dated June 20, 1946, recorded July 19, 1946, in Deed Book 77, Page 504, aforesaid records.
5. Easement from H. C. Deaton and Ruby Paden Deaton to W.H. Hughes, his heirs and assigns, dated July 12, 1955, recorded July 14, 1955, in Deed Book 119, Page 578, aforesaid records.
6. Easement from H. C. Deaton to Georgia Power Company, dated November 17, 1959, recorded December 1, 1959, in Deed Book 156, Page 130, aforesaid records.
7. Easement from B.L. Greason to Georgia Power dated June 19, 1946, recorded July 19, 1946, in Deed Book 77, Page 510, aforesaid records.
8. Easement from Hayes Microcomputer Products, Inc. to Jackson Electric Membership Corporation, dated March 1, 1993, recorded August 20, 1993, in Deed Book 9215, Page 271, aforesaid records.
9. Reciprocal Easement Agreement between Hayes Microcomputer Products, Inc., and QuikTrip Corporation, dated April 25, 1995, recorded April 27, 1995, in Deed Book 11253, Page 323, aforesaid records; and as amended by that certain Amendment to Reciprocal Easement Agreement dated June 6, 1995, recorded June 27, 1995, in Deed Book 11421, Page 131, aforesaid records; and as further amended by that certain Agreement and Second Amendment to Reciprocal Easement Agreement dated February 8, 2000, recorded February 9, 2000, in Deed Book 20008, Page 136, aforesaid records.
10. Easement Agreement between Hayes Microcomputer Products, Inc., and QuikTrip Corporation, dated September 12, 1995, recorded October 5, 1995, in Deed Book 11813, Page 160, aforesaid records.
11. Interparcel Grading and Fill and Reciprocal Easement Agreement between Hayes Microcomputer Products, Inc., and Arbor Associates Limited Partnership, dated August 16, 1995, recorded August 21, 1995, in Deed Book 11635, Page 62, aforesaid records; and as amended by that certain Easement Agreement and First Amendment to Interparcel Grading and Fill and Reciprocal Easement Agreement among Scientific-Atlanta, Inc., Arbor Associates Limited Partnership, Kindercare Real Estate Corp, PNC Commercial Corp, Ace

ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department

BOOK 55470 PAGE 0344  
BOOK 55087 PAGE 0239

Hardware Corporation, Arbor Business Park Owners Association, Inc., the Architectural Review Committee of the Association, and Webster Holdings Corporation, dated February 8, 1999, recorded February 9, 2000, in Deed Book 20008, Page 168, aforesaid records.

12. Declaration of Covenants, Conditions and Restrictions, dated July 17, 1996, recorded July 17, 1996, in Deed Book 12959, Page 95, aforesaid records.

2903665\_1 DOC

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

Page 95







# LAWRENCEVILLE

Date Received \_\_\_\_\_ Case File #: \_\_\_\_\_

City of Lawrenceville  
 Planning and Development Department  
 70 S. Clayton Street  
 P.O. Box 2200  
 Lawrenceville, GA 30046  
 Phone: 678-407-6583  
 E-Mail: [PLANNING.ANDZONING@LawrencevilleGA.Org](mailto:PLANNING.ANDZONING@LawrencevilleGA.Org)

## APPLICATION FOR ANNEXATION

DATE \_\_\_\_\_

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of C-2

Address of Property to be annexed: 4875 Sugarloaf Pkwy., Lawrenceville, GA. 30046

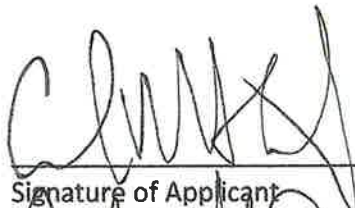
Area: 0.97 acres or \_\_\_\_\_ square feet

Tax Map Numbers: R7035-084

Owners of Property: Octavian Group LLLP

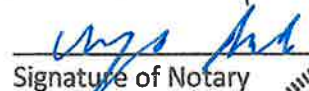
Address if different from Property: P.O. Box 422627  
Atlanta, GA. 30342

Applicant Name and Address: Carl R Hartrampf, III Phone: 404-213-9177  
P.O. Box 422627  
Atlanta, GA. 30342

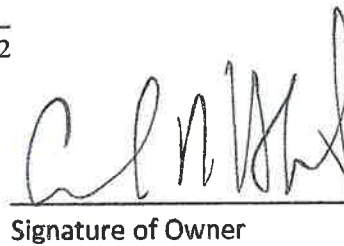
 1/6/21  
 Signature of Applicant Date

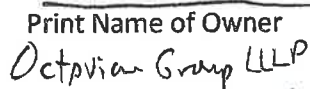
 1/6/21  
 Print Name of Applicant Date

Carl R Hartrampf, III

 01/06/2021  
 Signature of Notary Date



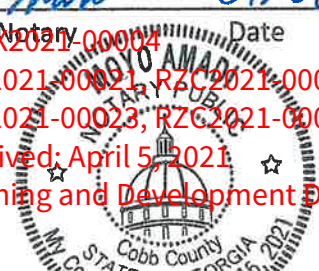
 1/6/21  
 Signature of Owner Date

  
 Print Name of Owner Date

Octavian Group LLLP

 01/06/2021  
 Signature of Notary Date

ANNX2021-00004  
 RZC2021-00021, RZC2021-00022,  
 RZC2021-00023, RZC2021-00024 & RZC2021-00025  
 Received: April 5, 2021  
 Planning and Development Department







# LAWRENCEVILLE

## GEORGIA

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department



# LAWRENCEVILLE

GWINNETT • METRO ATLANTA

8.

City of Lawrenceville Planning Department

P.O. Box 2200

Lawrenceville, GA 30046

Phone: 678-407-6583

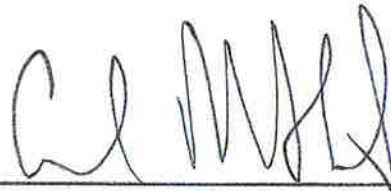
E-Mail: [Planning@lawrencevillega.org](mailto:Planning@lawrencevillega.org)

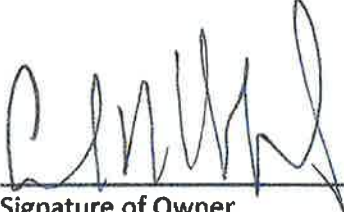
Date Received \_\_\_\_\_

Case File #: ANX \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE

The undersigned, making application for Rezoning, Special Exemption, Special Use Permit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest Zoning Actions, and has submitted or attached the required information of forms provided.

 1/6/21  
Signature of Applicant Date

 1/6/21  
Signature of Owner Date

Carl R. Houtcamp III  
Print Name of Applicant Date

Octavian Group LLP  
Print Name of Owner Date

 01/06/2021  
Signature of Notary Public Date

Stamp:



ANNX2021-00004

RZC2021-00021, RZC2021-00022,

RZC2021-00023, RZC2021-00024 & RZC2021-00025

Received: April 5, 2021

Planning and Development Department

**DEED B: 56473 P: 00707****03/20/2019 11:13 AM Pgs: 5 Fees: \$18.00****TTax: \$2,771.80****Richard T. Alexander, Jr., Clerk of Superior Court  
Gwinnett County, GA****PT-61 #: 0672019006178****ERECORDED****eFile Participant IDs: 7702621529,**


---

The space above this line is reserved for the use of the Clerk of the Superior Court

**After recording, return to:****Gwinnett County Tax Parcel Nos.****R7035-047 and R7035-037**

Specialized Title Services, Inc.  
 Attn: Charles Gioino, Esq.  
 6133 Peachtree Dunwoody Rd.  
 Atlanta, Georgia 30328  
 STS File No. 1065.0185(O)(R)

**STATE OF GEORGIA****GWINNETT COUNTY****LIMITED WARRANTY DEED**

**THIS INDENTURE**, made on the date set forth on the signature page hereof below, between **SUGARLOAF MARATHON, LLC**, a Georgia limited liability company (herein called "**Grantor**"), and **OCTAVIAN GROUP, L.L.L.P.** a Georgia limited liability limited partnership, and (herein called "**Grantee**"); the words "Grantor" and "Grantee" to include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.

**WITNESSETH:** That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by the Grantee at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged by the Grantor, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on **Exhibit "A"**, attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This instrument, and the warranty of title contained herein, are made expressly subject to the items set forth on **Exhibit "B"**, attached hereto and made a part hereof.

Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

**ANNX2021-00004****RZC2021-00021, RZC2021-00022,****RZC2021-00023, RZC2021-00024 & RZC2021-00025****Received: April 5, 2021****Planning and Development Department**

IN WITNESS WHEREOF, the aforesaid Grantor has caused its duly authorized and empowered representative to sign and seal this instrument on behalf of Grantor, this 28<sup>th</sup> day of March, 2019.

Signed, sealed and delivered in the presence of:

*Gene Burnett*  
Unofficial Witness

*Marci E Thomas*  
Notary Public  
My Commission Expires: 5-9-2022

**GRANTOR:**

SUGARLOAF MARATHON, LLC, a Georgia limited liability company

By: *[Signature]* (L.S.)  
Richard Swope  
Its: Manager



ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department

**EXHIBIT "A" TO LIMITED WARRANTY DEED**

Tract Description of Premises

All that tract or parcel of land lying and being in Land Lot 35 of the 7<sup>th</sup> District, Gwinnett County, Georgia and being more particularly shown and described as "Parcel 2" by that certain plat of survey entitled "Final Plat for Sugarloaf Place" prepared for Sugarloaf Marathon, LLC by SCI Development Services, Project No. 53063, having a plat date of March 30, 2018 and bearing the signature and seal of John A. Steerman, Georgia R.L.S. seal no. 2576 and a signature date of October 1, 2018, said plat being recorded on October 9, 2018 at 03:14 p.m., and recorded in Plat Book 00143, page 00115, Gwinnett County, Georgia records.

ANNX2021-00004  
RZC2021-00021, RZC2021-00022,  
RZC2021-00023, RZC2021-00024 & RZC2021-00025  
Received: April 5, 2021  
Planning and Development Department



IT IS HEREBY CERTIFIED THAT THIS CERTIFICATE IS TRUE AND CORRECT AS TO THE PROPERTY SURVEYED AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION THAT ALL MEASUREMENTS AND CALCULATIONS WERE MADE ACCORDING TO THE BEST PRACTICES OF THE SURVEYING PROFESSION. I HAVE CORRECTLY SHOWN THE FIELD DATA UPON WHICH THE LINE IS BASED HAS A CLOSURE PRECISION OF ONE IN 10,000 FEET AND AN ANGULAR ERROR OF ONE PER ANGULAR POINT, AND WAS ADJUSTED USING LEAST SQUARE RULE. THIS ONE FOOT IN 10,000 FEET CLOSURE, AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET AND CONTAINS A TOTAL OF 2,546 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WERE BEEN WAS A TOPCON TOTAL STATION.

**ZONING C-2 (REV1994-0020)**

GENERAL BUSINESS DISTRICT

SETBACKS:

FRONT: 15 FEET  
SIDE: 10 FEET  
REAR: 30 FEET  
NEAR 30 FEET

MINIMUM LOT AREA: NONE  
MINIMUM LOT WIDTH: NONE  
MINIMUM LOT DEPTH: NONE  
MINIMUM HEIGHT: 45 FEET

LANDSCAPE STRIPS: FRONT-10 FEET  
INTERIOR-10 FEET  
INTERIOR-2.0 FEET

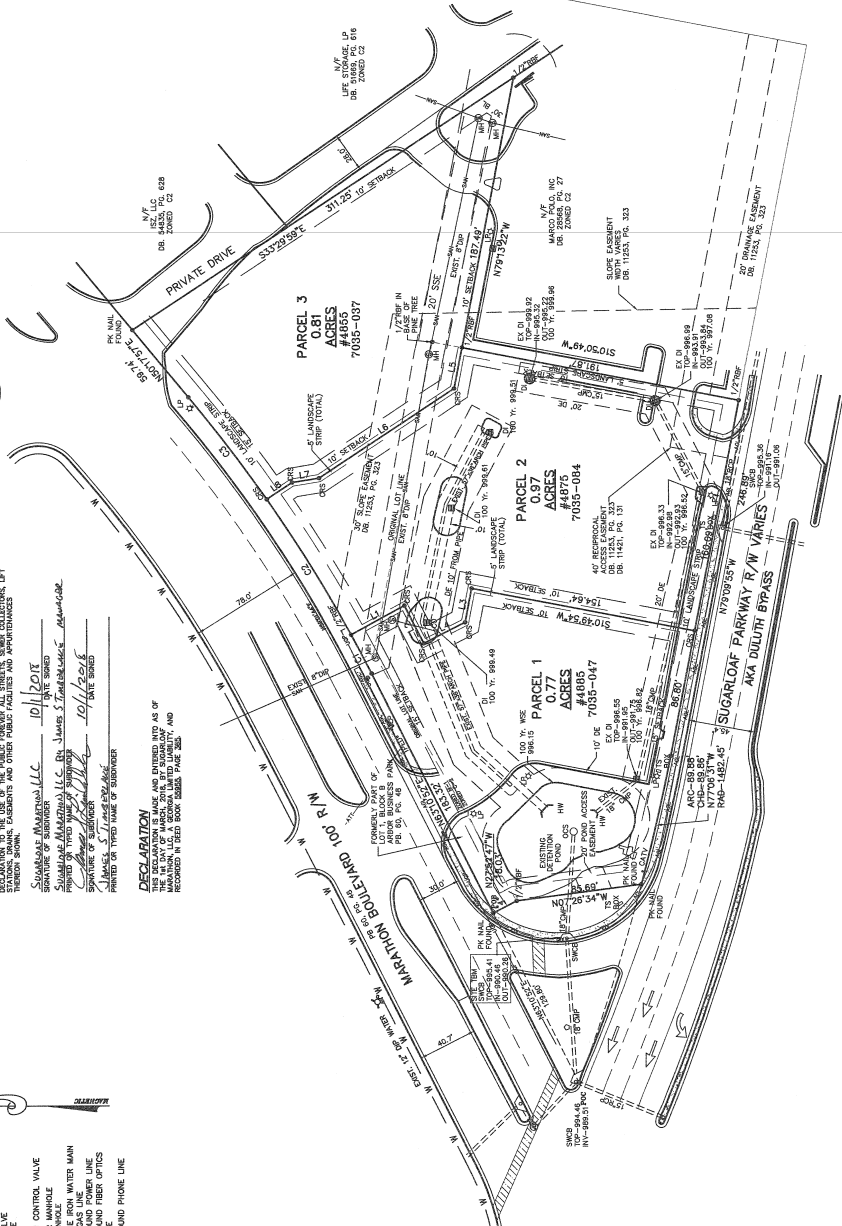
ZONING INFORMATION FROM GWINNETT COUNTY DEVELOPMENT ORDINANCE UPDATED JANUARY 2010

| FINAL PLAT DATA    |                               | GENERAL |  |
|--------------------|-------------------------------|---------|--|
| ZONING             | C-2                           |         |  |
| TAX ID #S          | 7035-047, 7035-037 & 7035-038 |         |  |
| PROJECT DATA       |                               |         |  |
| # OF LOTS          | 3                             |         |  |
| TOTAL AREA         | 2,546 ACRES                   |         |  |
| NET AREA           | 2,546 ACRES                   |         |  |
| FLOOD PLAIN        | 0 ACRES                       |         |  |
| WETLANDS           | 0 ACRES                       |         |  |
| POWER/GAS EASEMENT | 0.00 ACRES                    |         |  |
| SANITARY SEWER     | GRAVITY FLOW                  |         |  |
|                    |                               | DENSITY |  |
| GROSS              | 1,178                         |         |  |
| NET                | 1,178                         |         |  |

| LINE TABLE |            |             |
|------------|------------|-------------|
| LINE       | LINE TABLE | BEARING     |
| L1         | 41.32      | N58°22'38"W |
| L2         | 29.05      | S62°43'23"W |
| L3         | 23.44      | N79°09'55"W |
| L4         | 31.56      | N79°09'55"W |
| L5         | 22.43      | N79°09'55"W |
| L6         | 116.38     | N33°22'59"W |
| L7         | 20.63      | N33°22'59"W |

| CURVE TABLE |        |         |
|-------------|--------|---------|
| CURVE       | LENGTH | RADIUS  |
| C1          | 29.86  | 1001.99 |
| C2          | 108.93 | 1001.99 |
| C3          | 87.75  | 1001.99 |



**FINAL PLAT APPROVAL**

DATE THIS 2ND DAY OF OCTOBER, 2018  
John L. L... (PERSON'S NAME)  
 DIRECTOR, DEPARTMENT OF PLANNING & DEVELOPMENT

OWNERS ACKNOWLEDGEMENT AND DECLARATION

SIGNATURE OF SUBROGOR 10/11/2018 DATE SIGNED  
 SIGNATURE OF SUBROGEE 10/11/2018 DATE SIGNED  
 PRINTED OR TYPED NAME OF SUBROGOR JAMES S. TROTT  
 PRINTED OR TYPED NAME OF SUBROGEE JAMES S. TROTT

## DECLARATION

**DECLARATION**  
THIS DECLARATION IS MADE AND ENTERED INTO AS OF  
THE 1st DAY OF MARCH, 2016, BY SUGARLOAF  
PARATHON, LLC, A GEORGIA LIMITED LIABILITY, AND  
RECORDED IN DEED BOOK 55955, PAGE 555.

**LEGEND**

200

100

THIS BLOCK IS RESERVED FOR THE CLERK  
OF THE SUPERIOR COURT

IS REQUIRED BY SUBSECTION (c) OF O.G.R.A. SECTION 15-4-47. THE REGISTRATIONED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAN, OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE STATE OR LOCAL COUNTY, CITY, OR MUNICIPALITY OR AGENCIES OF GOVERNMENT. IF ANY OF THE ABOVE-REFERENCED GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

**PUBLIC NOTICE: DRAINAGE**  
CONNETT COUNTY ASSUMES NO RESPONSIBILITY FOR OVER-  
FLOW OF STORMS OF NATURAL OR ARTIFICIAL ORAINS BEYOND  
THE EXTENT OF THE STREET RIGHT-OF-WAY OR FOR THE  
EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON  
APPROVED AND RECORDED SUBDIVISION PLAT.  
STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL  
AND UNDISTURBED CONDITION.

**WATER and SEWER NOTES**  
PERMANENT STRUCTURES AND TREES ARE NOT ALLOWED  
ON SANITARY SEWER EASEMENTS ACCORDING TO CURRENT  
COUNTY POLICY.

CLEANOUTS ARE TO BE MAINTAINED AT GRADE, AND ARE  
THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE ACCESS  
AT ALL TIMES.

**STORM WATER NOTES**

STORM WATER MANAGEMENT FOR THIS FINAL PLAT IS PROVIDED IN THIS INUT AND IS ADDRESSED IN PROJECT NAMED SUGARLOAF MARATHON RETAIL WITH CASE NUMBER CSP-2017-0182

NM  
ZC  
ZC  
ec  
lar

K20  
02  
02  
ive  
nin

21-  
-00  
-00  
d: A  
g an

000  
021  
023  
ril  
d D

4  
RZ  
RZ  
5, 2  
eve

C20  
C20  
021  
opr

21-  
21-  
mer

000  
000  
: De

2,  
4 &  
par

RZ  
time

ent

21-0

age

5  
03



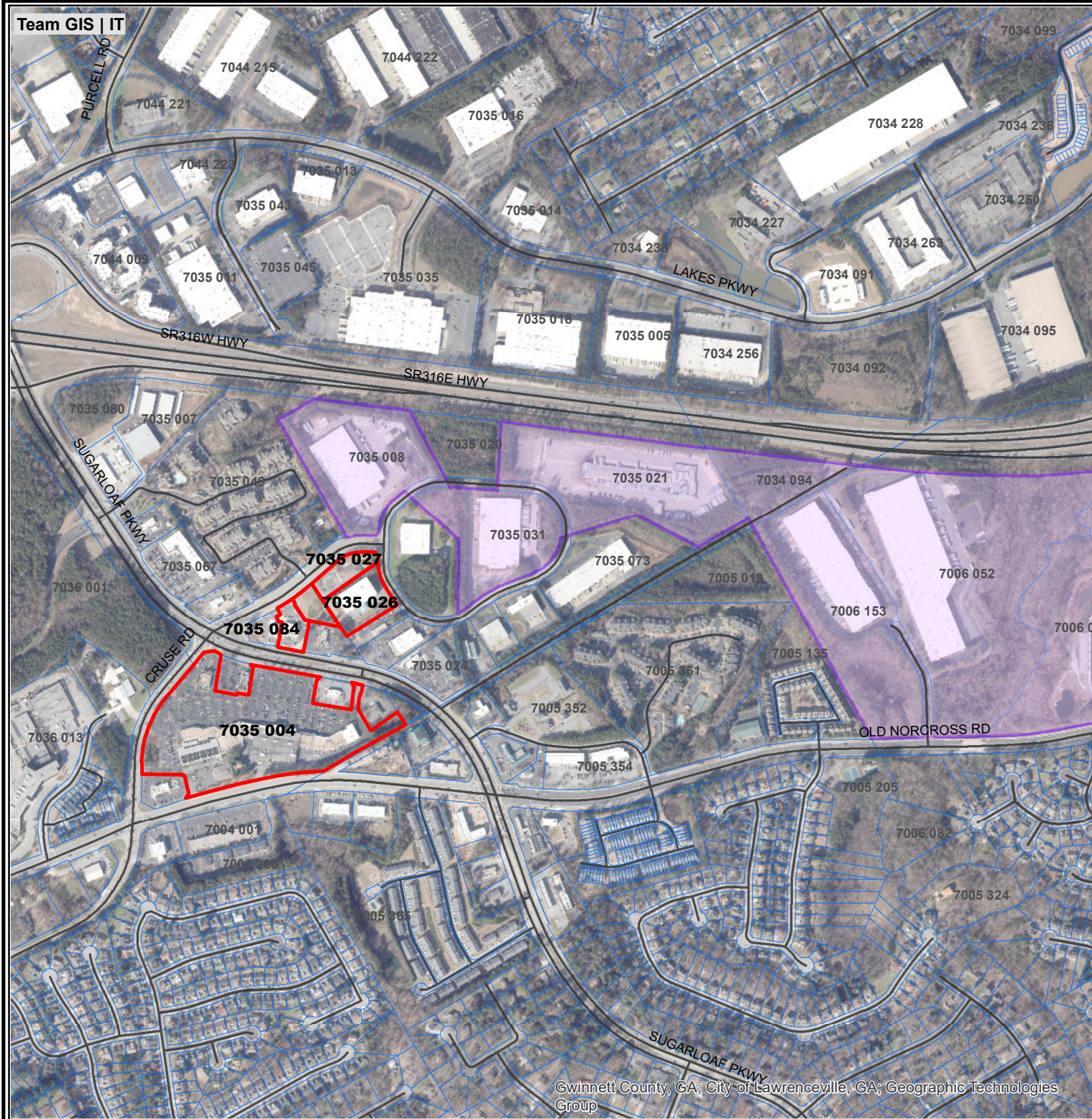
# LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville  
Planning & Development*

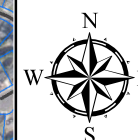
### Location Map and Surrounding Zoning

File # ANNEX2021-00004



### Legend

-  Subject Properties  
 Roads  
 City of Lawrenceville Boundary  
 Parcels



0 435 870





# LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville  
Planning & Development*

Location Map and Surrounding Zoning

File # ANN2021-00004



## Legend

- Subject Properties
- Parcels
- City of Lawrenceville Boundary
- Roads



0 120 240





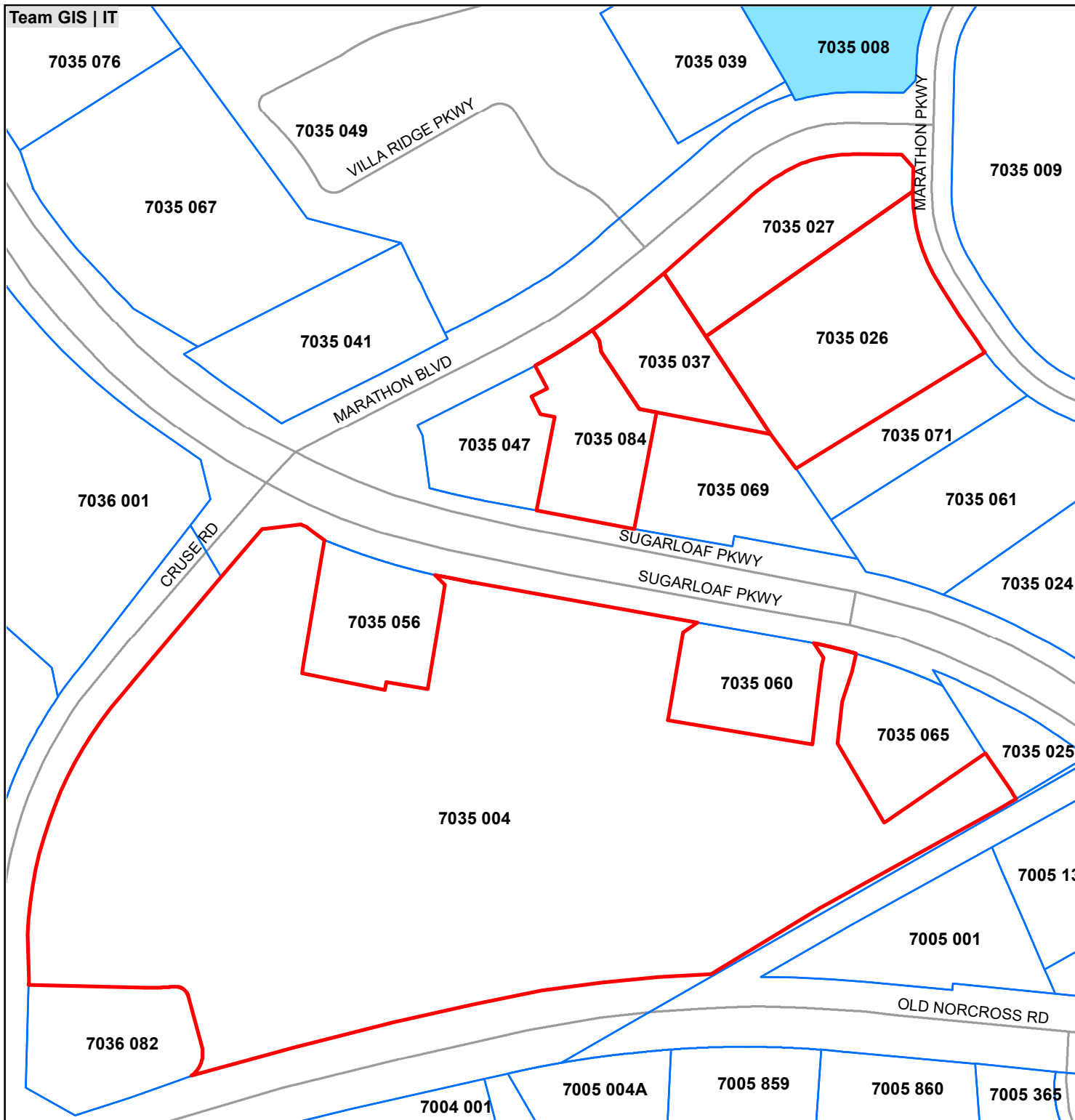
# LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville  
Planning & Development*

**Location Map and Surrounding Zoning**

**File # ANN2021-00004**

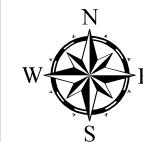


## Legend

- Subject Properties
- Parcels

## Zoning Districts

- LM Light Manufacturing
- Roads



0 120 240

**PLANNING AND DEVELOPMENT DEPARTMENT  
RECOMMENDED CONDITIONS**

ANNX2021-00004, RZC2021-00021, RZC2021-00022, RZC2021-00023, RZC2021-00024 & RZC2021-00025

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

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

- A. Uses permitted in the BG (General Business District).
- B. Current uses shall be considered legal nonconforming if they do not meet the 2020 City of Lawrenceville Zoning Ordinance standards. In the case the current uses cease, the property shall come into compliance.

**PLANNING AND DEVELOPMENT DEPARTMENT**  
**RECOMMENDED CONDITIONS - 06012021**

ANNX2021-00004, RZC2021-00021, RZC2021-00022, RZC2021-00023, RZC2021-00024 & RZC2021-00025

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

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

- A. Uses permitted in the BG (General Business District).
- B. Current uses shall be considered legal nonconforming if they do not meet the 2020 City of Lawrenceville Zoning Ordinance standards. In the case the current uses cease, the property shall come into compliance.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

|                          |                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Update to the City Code of Ordinances, Chapter 32, Article I Public Properties                          |
| <b>Department:</b>       | City Manager                                                                                            |
| <b>Date of Meeting:</b>  | Monday, June 21, 2021                                                                                   |
| <b>Fiscal Impact:</b>    |                                                                                                         |
| <b>Presented By:</b>     | Lee Thompson, City Attorney                                                                             |
| <b>Action Requested:</b> | Approve the amendment to the City Code of Ordinances, Chapter 32, Article I regarding Public Properties |

---

#### **Attachments/Exhibits:**

Ordinance 32-1 – small parcels

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

## **AN ORDINANCE TO AMEND ARTICLE I OF CHAPTER 32 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA REGARDING PUBLIC PROPERTIES**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the Code of the City of Lawrenceville, Georgia shall be amended as follows:

By amending Article I of Chapter 32 by deleting the current sections 32-1 – 32-18. - Reserved in their entirety and inserting in lieu thereof, the following:

### Section 32-1. - Sale of parcels of property too small to be used independently.

The City Council is hereby authorized to sell and convey parcels of property owned by the City which are narrow strips of land so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision regulations or other development ordinances or as streets whether the property is owned in fee by the City or has been obtained by grant of easement. The property may be sold to abutting owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner's property. Such sales shall not require the use of the process of an auction or solicitation of sealed bids, however, for any such sale each abutting property owner shall be notified of the availability of the property and shall have an opportunity to present a proposal of purchase for said property to the City. Upon receipt of any such proposals from any abutting property owners, the City shall be authorized to negotiate with such property owners, and the City Council shall by motion authorize the sale of such property on such terms as the City Council determines to be appropriate and in the best interest of the City.

Secs. 32-2 – 32-18. - Reserved

This Ordinance shall be effective upon its adoption by the Mayor and Council of the City of Lawrenceville.

IT IS SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

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



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

**Item:** Maltbie Industrial Small Tract Surplus

**Department:** City Manager

**Date of Meeting:** Monday, June 21, 2021

**Fiscal Impact:**

**Presented By:** Lee Thompson, City Attorney

**Action Requested:** Authorize staff to solicit offers on the Maltbie Industrial small tract.

---

**Attachments/Exhibits:**

Maltbie 20' survey

Maltbie 20' legal description



**\*\* LEGEND \*\***

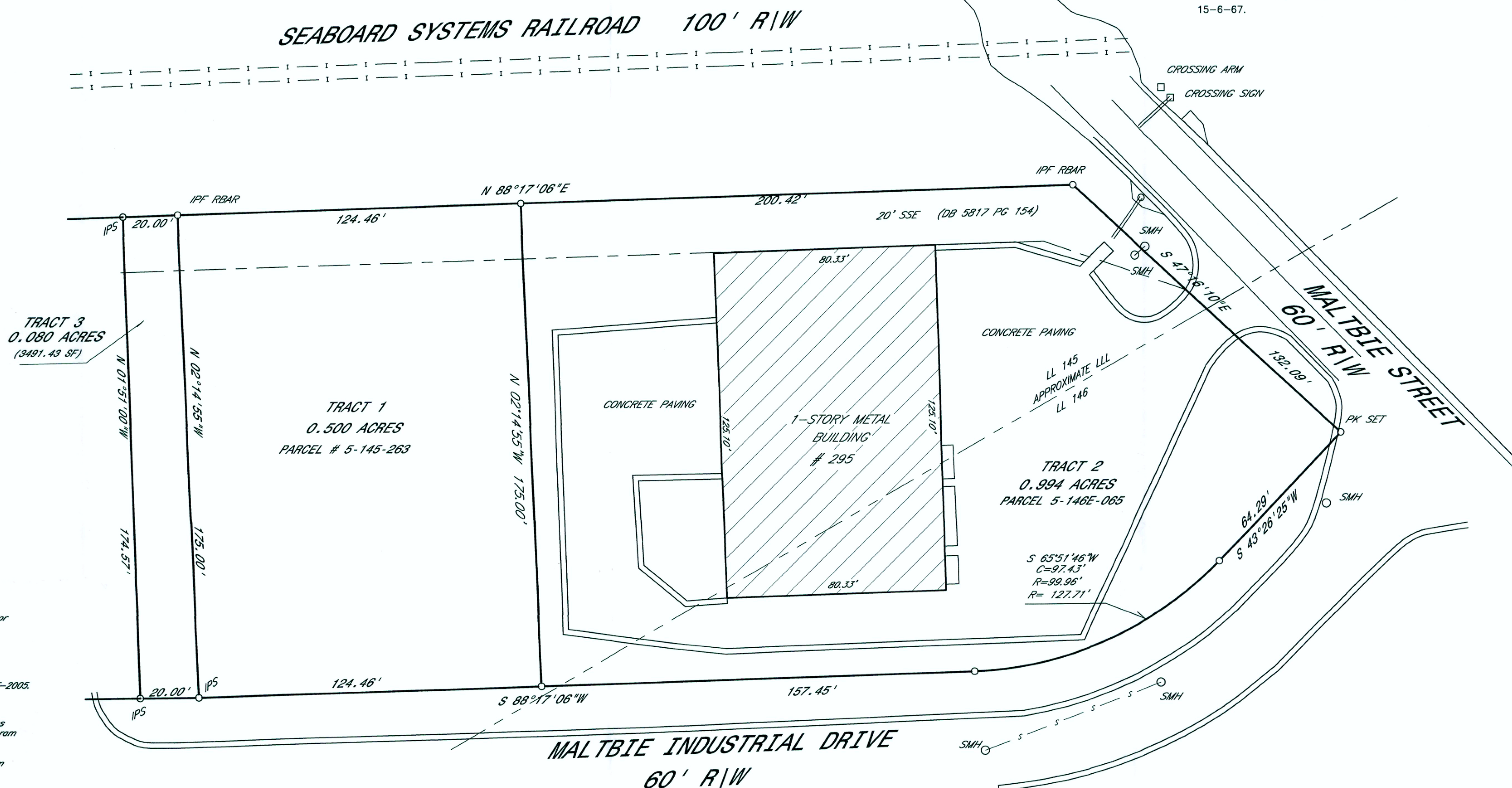
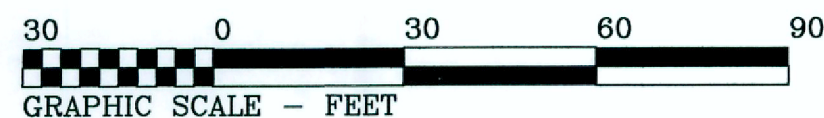
IPF = IRON PIN FOUND  
 IPS = IRON PIN SET  
 CMF = CONCRETE MONUMENT FOUND  
 R/W = RIGHT OF WAY  
 BL = BUILDING LINE  
 LLL = LAND LOT LINE  
 LL = LAND LOT  
 N/F = NOW OR FORMERLY  
 NTS = NOT TO SCALE  
 CL = CENTER LINE  
 BM = BENCH MARK  
 TBM = TEMPORARY BENCH MARK  
 PC = POINT OF CURVATURE  
 PI = POINT OF INTERSECTION  
 PT = POINT OF TANGENCY  
 R = RADIUS  
 CH = CHORD  
 IE = INVERT ELEVATION  
 -T- = TELEPHONE LINE  
 -W- = WATER LINE  
 -G- = GAS LINE  
 -S- = SEWER LINE  
 -P- = POWER LINE  
 MH = MAN HOLE  
 SSE = SANITARY SEWER EASEMENT  
 DE = DRAINAGE EASEMENT  
 CE = CONSTRUCTION EASEMENT  
 CB = CATCH BASIN  
 JB = JUNCTION BOX  
 DI = DROP INLET  
 HW = HEAD WALL  
 FH = FIRE HYDRANT  
 RCP = REINFORCED CONCRETE PIPE  
 HP = HANDICAPPED PARKING



N/F CITY OF LAWRENCEVILLE  
 DB 12883 PG 188

**GENERAL NOTES**

- 1) The field data upon which this plot is based has a precision of one foot in 49,668 feet and an angular error of 3" per angle point and was adjusted using least squares.
- 2) This plot has been calculated for closure and has an accuracy of one foot in 189,935 feet.
- 3) Field equipment used for this survey was a Topcon GPT-2005.
- 4) All easements, restrictions, or exceptions to title are shown based on information supplied to M.V. Ingram Enterprises, Inc. No Certification as to the completeness or accuracy of any matters of title is made by M.V. Ingram Enterprises, Inc.
- 5) Underground utilities shown on this plot were taken from field observation and from plats by others, the exact location of all utilities should be verified by the respective utility company. M.V. Ingram Enterprises, Inc. assumes no liability as to the exact location of any underground utility. For verification contact the utilities Protection Center Inc. 1-800-282-7411.
- 6) This survey is a correct representation of the land platted and has been platted in conformity with the minimum standards of Georgia Law. It does not intend to indicate ownership of any parcel or easement, this information should be verified by an attorney licensed by the state of Georgia.
- 7) Said described property is located within an area having a Zone Designation "X" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 13135C0073F Dated 9-29-2006.
- 8) This property may be subject to easements, rights of way, reservations, or restrictions, which are not recorded or not disclosed by the title policy or otherwise unknown to the surveyor. Exception is taken to any such items.
- 9) Survey reference: 1) Survey for G. Michael Crow, dated 4-30-87, Pb 43 Pg. 68-A  
 2) Survey for Robert Wall & Associates, dated 12-12-88, Pb 47 Pg 282.



This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and is set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

**BOUNDARY SURVEY FOR:**  
**693H20, LLC**  
**LL 145 & 146 5TH DISTRICT**  
**GWINNETT COUNTY GEORGIA**  
**CITY OF LAWRENCEVILLE**  
**1"= 30' JN2789-16 1-11-16**  
**FIELD SURVEY 1-8-16**  
**REVISED 5-18-21 (ADD TRACT 3)**  
**1.574 ACRES TOTAL**

**M. V. INGRAM ENTERPRISES, INC.**  
**LAND SURVEYING AND PLANNING**  
 125 GENERALS PLACE  
 CANTON, GEORGIA 30114  
 (770) 963-4801



## L E G A L   D E S C R I P T I O N

All that tract or parcel of land lying and being in land lot 145 of the 5th District, Gwinnett County, Georgia, in the City of Lawrenceville and more particularly described as follows;

Beginning at an iron pin on the northerly right of way of Maltbie Industrial Drive (60' R\W) a distance of 446.16' westerly of the southwesterly right of way of Maltbie Street (60' R/W);

THENCE South 88 degrees 18 minutes 29 seconds West for a distance of 20.00' feet along the northerly right of way of Maltbie Industrial Drive to an iron pin;

THENCE North 01 degrees 51 minutes 00 seconds West for a distance of 174.57' feet to an iron pin on the southerly right of way of Seaboard Systems Railroad (100' R\W);

THENCE North 88 degrees 17 minutes 06 seconds East for a distance of 20.00' feet along said right of way to an iron pin;

THENCE South 01 degrees 51 minutes 00 seconds East for a distance of 174.58' feet to an iron pin on the northerly right of way of Maltbie Industrial Drive and the Point Of Beginning.

Said property contains 0.080 acres (3491.43 SF)more or less.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: COUNCIL BUSINESS, NEW BUSINESS

|                          |                                                                                                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Accept quitclaim deed and approve lease with Lawrenceville Lions Club                                                                                |
| <b>Department:</b>       | City manager                                                                                                                                         |
| <b>Date of Meeting:</b>  | Monday, June 21, 2021                                                                                                                                |
| <b>Fiscal Impact:</b>    | TBD                                                                                                                                                  |
| <b>Presented By:</b>     | Chuck Warbington, City Manager                                                                                                                       |
| <b>Action Requested:</b> | Approve acceptance of a quitclaim deed and a lease with the Lawrenceville Lions Club for property located at Water Works Road in Rhodes Jordan Park. |

---

**Summary:** The City executed a ground lease with the Lawrenceville Lions Club in 1999 for the construction of a Boy Scout Hut for exclusive use by Boy Scout Troop 54. Boy Scout Troop 54 disbanded and under the terms of the lease, the structure becomes City property. There is nothing recorded regarding the lease in the property records of the County so we are asking to accept a quitclaim deed from the Lions Club to be recorded and establish a record of ownership by the City. In exchange for the quitclaim deed from the Lions Club, the City will execute a lease with the Lions Club for them to be able to use the facility for monthly meetings and training. The use by the Lions Club will be scheduled on a monthly calendar and open dates will be available for other community groups to use the facility as requested. The City will schedule the use of the facility on a first come basis.

**Fiscal Impact:** To Be Determined based on use by various groups

**Attachments/Exhibits:** A lease with the Lawrenceville Lions Club.

AGREEMENT FOR USE  
OF PROPERTY AT WATER WORKS ROAD BY LAWRENCEVILLE LION'S CLUB

WHEREAS, Lawrenceville Lions Club, Inc., (hereinafter "TENANT") seeks to use the property at Water Works Road, Lawrenceville, Georgia, Tax Parcel R5175 031, portion (hereinafter "the Subject Property"), which is attached hereto and incorporated herein as Exhibit A by reference, and desires to use the Subject Property for meeting purposes; and

WHEREAS, the former ground lease dated May 1, 1999 with the Lawrenceville Lions Club was for use of the underlying real property to build a Boy Scout Hut for exclusive use of Boy Scout Troop 54; and

WHEREAS, based on the terms of the prior lease, once the property stopped being used by Boy Scout Troop 54 due to the Troop disbanding, the Lions Club conveyed a quit-claim deed relinquishing any ownership in the Subject Property to the CITY OF LAWRENCEVILLE, GEORGIA (hereinafter "CITY"); and

WHEREAS, TENANT currently desires to utilize the Subject Property for meetings twice per month and has requested that TENANT be permitted to use a portion of the Subject Property for meeting space; and

WHEREAS, TENANT and CITY desire to memorialize the terms and conditions of TENANT utilizing a portion of the Subject Property in a written document.

NOW THEREFORE in consideration of the transfer of the Subject Property from TENANT to CITY as referenced above, the payment of One Dollar the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, TENANT and CITY hereby agree as follows:

1. TENANT shall have the right to use the Subject Property, rent free, through and until August 31, 2021. Beginning September 1, 2021, rent shall be paid by TENANT at the rate of Ten Dollars (\$10) per month. It is agreed that either party may terminate this agreement on 30 days' notice to the other in writing. This agreement shall be a month to month use of the Subject property. Notice to the TENANT shall be delivered to:

Mr. Pete Stamsen, President  
Lawrenceville Lions Club  
2343 Cedar Valley Ct.  
Lawrenceville, Georgia 30043

Notice to the CITY shall be delivered to:

Mr. Chuck Warbington, City Manager  
P.O. Box 2200  
Lawrenceville, Georgia 30046

TENANT shall be responsible for garbage collection and generally leaving the facility clean with the TENANT's use of the Subject Property. TENANT agrees to carry at its own expense public liability insurance covering the Premises and TENANT's use thereof, in a form reasonably satisfactory to CITY with minimum of \$1,000,000.00 on account of bodily injuries to and death of more than one person as a result of any one accident or disaster and to deposit said policy or policies (or certificates thereof) with CITY prior to the date of any use or occupancy of the Premises by TENANT; said policy shall protect TENANT and CITY, as their interest may appear (including but not limited to naming CITY as an additional insured party).

2. The CITY shall be responsible for maintaining property and liability insurance on the Subject Property and structures thereon, but shall not be responsible for maintaining any insurance on any personal property or contents belonging to TENANT. TENANT shall be responsible for obtaining renters' insurance or other appropriate insurance if TENANT desires for personal property and contents to be insured during time of use. In the event of fire or other casualty or such other governmental ordinance, rule regulation or law that renders the Subject Property uninhabitable, the right of TENANT to use the Subject Property shall terminate immediately and the CITY shall have the right to immediate possession of the Subject Property.

3. Should TENANT fail to vacate use of the Subject Property on or before any date of termination given in compliance with this rental, the CITY shall have the right to immediate possession of the Subject Property. Should TENANT not have vacated the Subject Property on or before such date and time, TENANT shall be considered a TENANT at sufferance and may be immediately removed from the premises. Any property of TENANT remaining on the subject property as of such date and time, shall be considered abandoned, and the CITY shall have the right to remove the property and dispose of said property in any manner deemed appropriate, and shall owe absolutely no duty to TENANT regarding the abandoned property.

4. CITY shall be responsible for maintenance and utilities of the facility at the CITY's discretion with the intent to have a clean, well-maintained facility for community use.

5. CITY shall own and operate the facility as the CITY best decides and is in no way obligated to Lions Club beyond providing meeting space twice per month. Nothing prevents the Lions Club and City to agree to other uses of the facility from time to time.

6. CITY may use or allow other entities to use the facility at the CITY's sole discretion. Anyone using the facility will be responsible for keeping the facility clean and damage free.

7. TENANT shall not sublet, assign, or otherwise convey the right to use the Subject Property to any person, individual, corporation, partnership, association or other legal entity.

8. Indemnity and Hold Harmless. TENANT shall indemnify and save harmless the CITY from and against any and all loss, cost (including reasonable attorney’s fees), damage, expense and liability in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by TENANT or TENANT’s guests, invitees, etc., regardless and irrespective of the cause of such claims for damages.

It is so agreed this \_\_\_\_\_ day of June 2021.

LAWRENCEVILLE LIONS CLUB

By: \_\_\_\_\_  
Pete Stamsen, President

By: \_\_\_\_\_  
Tom Arnette, Secretary

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF LAWRENCEVILLE, GEORGIA  
\_\_\_\_\_  
David R. Still, Mayor

By: \_\_\_\_\_  
Kathryn Gibbs, Treasurer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:\_\_\_\_\_

Karen Pierce, City Clerk

DATE:\_\_\_\_\_





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: COUNCIL BUSINESS, NEW BUSINESS

|                          |                                                                                                                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Approval of a contract to purchase property located at Old Snellville Highway, Lawrenceville, Georgia, also known as Tax Parcel 5116 003, consisting of +/- 0.45 acre. |
| <b>Department:</b>       | City Manager                                                                                                                                                           |
| <b>Date of Meeting:</b>  | Monday, June 21, 2021                                                                                                                                                  |
| <b>Fiscal Impact:</b>    | \$7,500                                                                                                                                                                |
| <b>Presented By:</b>     | Chuck Warbington, City Manager                                                                                                                                         |
| <b>Action Requested:</b> | Approval of a contract to purchase property located at Old Snellville Highway, Lawrenceville, Georgia, also known as Tax Parcel 5116 003, consisting of +/- 0.45 acre. |

---

**Summary:** Staff seeks approval of a contract to purchase property located at Old Snellville Highway, Lawrenceville, Georgia, also known as Tax Parcel 5116 003, consisting of +/- 0.45 acre.

**Fiscal Impact:** \$7,500

**Attachments/Exhibits:**

Contract for purchase  
Survey Proposal

## CONTRACT FOR PURCHASE AND SALE

GEORGIA, GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **MAAG USA, LLC** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer").

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy the property in the City of Lawrenceville, Gwinnett County, Georgia, located at Old Snellville Highway, Lawrenceville, Georgia, also known as Tax Parcel 5116 003, consisting of +/- 0.45 acre.

2. Purchase Price.

The purchase price for the said property shall be Seven Thousand Five Hundred Dollars (\$7,500.00). The total funds paid in all cash at closing.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants, represents and covenants (which warranties, representations and covenants shall be effective as of the date of Closing and shall survive the Closing) the following: That

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property, and any other easements in existence at the time seller purchased the property, and liens that will be satisfied at closing.
- ii) to the best of seller's knowledge, there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.
- iv) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

2

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Purchaser.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Purchaser.
- vi) there are no encroachments upon the Property, other than such encroachments, if any, already of record.
- vii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- viii) there is access for ingress and egress to and from the Property to the public roads, street, highway and avenues, in front of or adjoining all or part of the Property.
- ix) there is no pending claim, law suit, agency proceeding, or other legal, quasi-legal or administrative challenge concerning the Property, the operation of the Property or any condition existing thereon, and no claim, litigation, proceeding or challenge has been or is proposed or threatened by any person or entity, or otherwise anticipated by Seller.
- x) to the best of Seller's knowledge the Property has never been used for any industrial or commercial operation involving any hazardous substance, including but not limited to any sort of manufacturing; processing or refining; equipment, machinery, part or component; the sale, storage or transport of hazardous substances; drilling, mining, or production of oil, gas, minerals or other naturally occurring products; or any agricultural activities involving the use and storage of fertilizers or pesticides or if such property has been used in this manner, that it has not resulted in any contamination of the soil or any condition requiring corrective action.
- xi) no asbestos-containing materials have been installed in or affixed to the structures, if any, on the Property at any time during Seller's ownership thereof. No such materials have been stored or disposed of anywhere on the Property during Seller's ownership thereof.
- xii) the Property and all operations on the Property are not in violation

3

of applicable law, and no governmental entity has served upon Seller any notice claiming any violation of any statute, ordinance or regulation or noting the need for any repair, remedy, construction, alteration or installation with respect to the Property, other than such notices Buyer may have given seller.

- xiii) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the property for the purposes intended by Buyer. Except as disclosed in writing by Seller to Buyer, no condition or fact exists contrary to any warranty or representation set forth in this Contract.
- xiv) to the best of Seller's knowledge, no investigation administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated or in existence with respect to the Property and the Seller has not received any notice of violation of any laws, rules or regulations regulating hazardous materials or any request for information from any federal or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. To the best of Seller's knowledge, the Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xv) this Contract has been duly authorized, executed and delivered by Seller and all documents executed by Seller which are to be delivered to Buyer at closing will be (a) duly authorized, executed and delivered by the Seller, (b) the legal, valid and binding obligation of Seller, and (c) sufficient to convey title and do not and at the time of Closing will not violate any provisions of any agreement or judicial order affecting Seller of the Property.

The purchase of the Property is contingent upon the substantial accuracy of the Seller's material representations and warranties.

(b) Hold Harmless. Seller, by accepting this offer, agrees to indemnify, defend and hold the Buyer harmless of and from any and all liabilities, claims, causes of action, suits or other matters that may arise by reason of a breach of any of the above representations excluding breaches discovered after Closing. Such indemnification includes, but is not limited to, costs and attorneys' fees (including attorneys' fees and costs on appeal) reasonably incurred in connection with a breach of any of the above warranties. In the event of a breach of any warranty and representation, Buyer shall also have the right to terminate this Contract. Notwithstanding any language to the contrary contained in this paragraph, the Seller shall not be responsible for

4

correction of any conditions disclosed by any environmental inspections performed by the Buyer and if Buyer agrees to purchase the subject property, the Buyer takes the property "as is" with any environmental conditions that may exist.

4. Inspection.

At all reasonable times prior to the closing hereunder Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. Buyer shall complete all such inspections, examinations and surveys within thirty (30) days of the Effective Date of the Agreement (Inspection Period). To the extent allowed by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph.

5. Objections to Title.

Within a reasonable time after the date hereof (not later than the end of the Inspection Period) Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable time thereafter (not to exceed ten days) within which to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Contract. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before July 31, 2021, time being expressly made of the essence of this Contract. The closing shall be conducted at the offices of Thompson, Sweeny, Kinsinger & Pereira P.C. in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable limited warranty deed.
  - ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
    - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
    - b) the Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
    - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which has not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
    - d) there are no parties in possession of the Property being conveyed other than Seller.
    - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
  - iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a "foreign person" as defined by the Internal Revenue Code.
  - iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.
- (c) Ad valorem taxes shall be paid by Buyer as of the date of closing.



6

(d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Contract to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Contract and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the Buyer in its sole discretion, determines that the Property is not suitable for its intended purpose, then Buyer shall notify Seller in writing, and this Contract shall be null and void. Buyer shall furnish Seller written notice of cancellation on or before the end of the thirty (30) day Inspection Period.

8. Special Provisions:

N/A

9. Earnest Money

N/A

10. No Broker.

Seller and Buyer hereby warrant and covenant that no real estate brokers or agents are involved in this transaction. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

BUYER:       City of Lawrenceville  
               70 South Clayton Street  
               P.O. Box 2200  
               Lawrenceville, GA 30046  
               Attention: Chuck Warbington, City Manager  
               Fax No:     770-963-9239

WITH A COPY TO:  
               Thompson, Sweeny, Kinsinger & Pereira P.C.  
               P.O. Box1250  
               Lawrenceville, Georgia 30046  
               Attention: V. Lee Thompson, Jr., Esq.  
               Fax No:     770-822-2913  
               Email:       vlt@thompson-sweeny.com

SELLER:       Mohammad Arif  
               324 Kent Valley Circle  
               Tucker, GA. 30084  
               Tel. No: 404-484-4184

WITH A COPY TO:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Miscellaneous.

(a) Interpretation. In this Contract the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.

(b) Attorney’s Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitations reasonable attorney’s fees as determined by the court without a jury. As used herein,

8

the term “prevailing party” shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

(c) Time of Essence. Buyer and Seller hereby agree that this Contract was entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Contract shall be deemed to be severable from all other provisions.

(e) Inurement. This Contract shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Effective Date. The Effective Date shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

13. Modification of Contract.

No modification of this Contract shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

14. Entire Contract.

This Contract constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

15. Mutual Drafting.

Each party has participated in the drafting of this Contract and the provisions of this Contract shall not be construed against or in favor of either party.

16. Survival of Contract.

This Contract shall not be merged into the documents executed at the closing, but shall survive the closing, and the provisions hereof, except those provisions which are specifically identified as not surviving closing, shall remain in full force and effect.

This Contract is agreed to this  
\_\_\_\_ day of \_\_\_\_\_, 2021

MAAG USA, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER

This Contract is agreed to this  
\_\_ day of \_\_\_\_\_, 2021

CITY OF LAWRENCEVILLE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER



June 14, 2021

Mr. Steve North, Deputy City Manager  
 City of Lawrenceville  
 70 South Clayton Street  
 Lawrenceville, GA 30046  
 678.407.6393  
[Steve.North@lawrencevillega.org](mailto:Steve.North@lawrencevillega.org)

**Re: RP001-21: Professional Land Surveying Services for Property located along Old Snellville Road at Five Forks Trickum, Lawrenceville, Gwinnett County, Georgia (+/- 0.45 Acres, Tax Parcel 5116 003)**

Dear Mr. North:

Precision Planning, Inc. (PPI) is pleased to offer this proposal for professional Land Surveying services to the City of Lawrenceville (Client). The scope of services and estimated man-hours are based upon our discussions and experience with projects of a similar nature.

#### **PROJECT SCOPE OF SERVICES**

##### **I. BOUNDARY RETRACEMENT SURVEY**

PPI will prepare the boundary retracement survey of the above-referenced property in accordance with the minimum standards and requirements for land surveys in Georgia:

- A. Research, field survey, drafting, and preparation of the boundary retracement survey for the above-referenced property.
- B. Record all observed evidence of above-ground visible improvements, utilities, sanitary sewer, storm sewer, water valves, hydrants, structures, visible wells, drives and power poles to be included on the survey within the subject property and 10' of the property lines and road Right-of-Way.
- C. Review F.I.R.M. flood maps to see if property is affected, and plot and note accordingly.
- D. Reset or flag all property corners.
- E. Furnish Client with four (4) signed copies of boundary retracement survey, along with signed PDF file.

**ESTIMATED SCHEDULE:** Two (2) to Three (3) Weeks from authorization

Mr. Steve North, Deputy City Manager  
 City of Lawrenceville  
 June 14, 2021  
 Page 2

### COMPENSATION

PPI agrees to perform the services outlined in Item I above on an hourly basis, Not to Exceed \$2,820.00, invoicing the Client based on actual man-hours spent according to the attached Schedule of Hourly Rates. Reimbursable expenses are in addition to the above Not to Exceed labor charges and will be invoiced up to a Not to Exceed maximum of \$100.00.

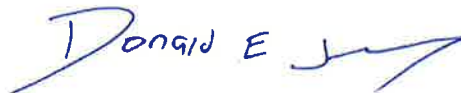
For terms and conditions and approved hourly rates between Precision Planning, Inc. and City of Lawrenceville, refer to the Consultant Contract for Architectural and Engineering Consulting Services on an Annual Contract (RP001-21) dated January 8, 2021. The fees quoted remain valid for **thirty (30)** days from the proposal date and are subject to renegotiation unless accepted within that time. **Once accepted, the fees are good for three (3) months. If the project extends beyond that time, the part of the project that extends would be renegotiated.**

We look forward to your acceptance of this proposal and a continued successful working relationship. Should you find this proposal satisfactory, please sign and initial and return a complete copy to our office. If you have any questions, please do not hesitate to call us.

Sincerely,



W. David Leonard, P.E.  
 Chief Operating Officer



Donald E. James, PLS  
 Vice President

WDL/DJ:kb

G:\DOCUMENT\21\521-000\LAURENCEVILLE\LAURENCEVILLE - OLD SNELLVILLE - BOUNDARY SURVEY.DOCX

Attachments: Lawrenceville Demand Services RP001-21 Hourly Rate Schedule

Authorization given this 14<sup>th</sup> day of

June, 2021

By: 

Title: City Manager

Initials: \_\_\_\_\_

**PROPOSAL RATE SCHEDULE****(Submit Proposal Rate Schedule in Separate Sealed Envelope)**

| <b>Item #</b> | <b>Billing Category</b>               | <b>Hourly Rate</b>                           |
|---------------|---------------------------------------|----------------------------------------------|
| 1.            | Principal-In-Charge                   | \$185.00                                     |
| 2.            | Project Manager                       | \$150.00                                     |
| 3.            | Engineer, Senior                      | \$135.00                                     |
| 4.            | Engineer                              | \$100.00                                     |
| 5.            | Engineer, Associate                   | \$85.00                                      |
| 6.            | Architect, Senior                     | \$150.00                                     |
| 7.            | Architect                             | \$120.00                                     |
| 8.            | Architect, Associate                  | \$100.00                                     |
| 9.            | Technician                            | \$65.00                                      |
| 10.           | CADD Technician                       | \$80.00                                      |
| 11.           | Administrative Support                | \$70.00                                      |
| 12.           | Landscape Architect, Senior           | \$120.00                                     |
| 13.           | Landscape Architect                   | \$80.00                                      |
| 14.           | Surveyor, Principal                   | \$150.00                                     |
| 15.           | Surveyor, Senior                      | \$100.00                                     |
| 16.           | Surveyor, Project                     | \$80.00                                      |
| 17.           | Survey Crew                           | \$135.00                                     |
| 18.           | Aerial Survey (Lump Sum)              | \$1,196.00                                   |
| 19.           | Mobile Scanner (Lump Sum)             | \$885.00                                     |
| 20.           | SUE Crew (Utilisurvey)                | \$146.00                                     |
| 21.           | Vacuum Excavation Crew                | \$182.00                                     |
| 22.           | Planner, Principal                    | \$130.00                                     |
| 23.           | Planner, Senior                       | \$120.00                                     |
| 24.           | Planner                               | \$75.00                                      |
| 25.           | Scientist, Principal (Nelson Environ) | \$145.00                                     |
| 26.           | Scientist, Senior (Nelson Environ)    | \$120.00                                     |
| 27.           | Scientist                             | --                                           |
| 28.           | Scientist, Associate                  | --                                           |
| 29.           | Geotechnical Engineer                 | --                                           |
| 30.           | Other (may use additional sheet)      | <b>Refer to attached Subconsultant Rates</b> |





June 10, 2021

Mr. Steve North  
Deputy City Manager  
City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, Georgia 30046  
Submitted via email: [Steve.North@lawrencevillega.org](mailto:Steve.North@lawrencevillega.org)

**Re: Proposal for Phase I Environmental Site Assessment  
Parcel R 5116 003  
Old Snellville Highway @ Five Forks Trickum Road  
Lawrenceville, Georgia**

Dear Mr. North:

**DICKINSON PROPERTY SCIENCES, INC.** (DPS) is pleased to present the following proposal to complete a Phase I Environmental Site Assessment (ESA) on Parcel No. R 5116 003 located off Old Snellville Highway at its intersection with Five Forks Trickum Road, in Lawrenceville, Georgia. DPS understands the property consists of 0.45-acres of undeveloped land. The scope of work that follows includes that which will be performed in accordance with *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* Designation: E 1527-13.

## SCOPE OF WORK

The purpose of a Phase I ESA is to identify Recognized Environmental Conditions in connection with the property, using the methodology recommended by ASTM International in order for a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser defenses to CERCLA liability and/or to help understand potential environmental conditions that could materially impact the operation of the business associated with the Subject. We propose to perform the following tasks, which include:

- **Site Visit** – A site visit is performed in which an Environmental Professional will evaluate the property, buildings, equipment, and operational and management procedures for visual signs of environmental impairment.
- **Review of Adjacent and Surrounding Properties** – Evaluate surrounding properties with the designated ASTM radii with respect to their potential to impact the environmental integrity of the Subject. This evaluation is limited to: (a) evidence readily observable with accessing the neighboring properties, and (b) data that may be obtained from federal, state, and local regulatory agency files via a regulatory database search.

Mr. Steve North, City of Lawrenceville  
 0.45-Acre Undeveloped Tract, Lawrenceville, Georgia  
 Phase I ESA Proposal  
 Page 2

- **Review of Property History** – Historical data and past ownership is an important issue in that “questionable” activity may have contributed to an environmental impaired condition that is unrelated to current uses. DPS will review readily obtainable historical maps, aerials, and documents to determine past uses that might suggest potential environmental impairment at the Subject. DPS will also conduct interviews with personnel knowledgeable of the site history.
- **Review of Agency Records** – An inquiry will be performed with governmental agencies that may have jurisdiction over environmental concerns at the Subject. Information will be collected from documents and records that may apply to past or present activities at the Subject or surrounding properties that could have current or future implications. DPS will contract with GeoSearch for the regulatory database search. If DPS identifies sites during the agency records search that could adversely impact the Subject, we will conduct further research at state and/or federal agency offices to determine the extent of the environmental concern. DPS will develop conclusions based on these findings, and provide a professional opinion, the likelihood of the identified sites having an effect on the environmental condition of the Subject.

If during the execution of this Phase I ESA, DPS discovers areas of significant concern, these findings will be verbally communicated to you immediately.

DPS does not plan to conduct a Chain-Of-Title/Ownership Search or Environmental Lien Search for this project. If these items are warranted, they can be provided at an additional charge. If a chain-of-title is conducted independently of the Phase I ESA, we can incorporate the findings into our Phase I ESA.

## PROJECT DELIVERABLES

DPS will provide a written report as part of the Phase I ESA. The report will be a concise presentation of all information gathered during the investigation and presented in logical procession. The report will summarize the significant findings by expanding on each task and identifying actual and potential environmental concerns. The Phase I ESA report will include photographs, aerial photographs, maps, and a regulatory database report. The report will be provided in pdf format. Written copies can be provided and shipped for an additional fee.

## PROJECT COSTS AND SCHEDULE

DPS has estimated the costs to complete the Phase I ESA for a lump sum cost of **\$1,875.00**. All costs for the scope of work described above, including travel expenses, the site reconnaissance, regulatory records review, obtaining historical documentation, and report preparation are included in this estimate. The Final Report will be delivered within **2.5 weeks** from the notice to proceed.

Mr. Steve North, City of Lawrenceville  
0.45-Acre Undeveloped Tract, Lawrenceville, Georgia  
Phase I ESA Proposal  
Page 3

The payment policy for assessments is net 30 days from the date of delivery of the final report.

If this proposal is acceptable to you, please sign and return the attached authorization form (next page) via email [envguy@comcast.net](mailto:envguy@comcast.net) and we will commence work immediately.

DPS sincerely appreciates the opportunity to be of service and we look forward to working with you on this project. Please do not hesitate to contact me at (404) 840-2046 with any questions concerning this proposal.

Sincerely,  
**DICKINSON PROPERTY SCIENCES, INC.**



Michael P. Dickinson, LPG, REPA, CES  
Sr. Geologist/Environmental Professional  
Certified Asbestos Inspector

Attachment: Authorization Form

**AUTHORIZATION TO PROCEED****return via email to [envguy@comcast.net](mailto:envguy@comcast.net)**

The undersigned authorizes Dickinson Property Sciences, Inc. to provide the services described in the attached proposal. Costs provided in this proposal cannot be exceeded without prior approval by the signatory.

Date: June 10, 2021

Client Name, Address: Mr. Steve North, Deputy City Manager  
City of Lawrenceville  
70 S Clayton Street  
Lawrenceville, Georgia 30046

Project Description: Phase I ESA  
0.45-Acre Undeveloped Tract  
Old Snellville Hwy @ Five Forks Trickum Rd  
Lawrenceville, Georgia

Project Location: See Above

Start Date: Upon receipt of notice-to-proceed (NTP)

Completion Date: Written report within 2.5 weeks from NTP

Project Cost: Lump sum \$1,875.00

Payment Terms: Net 30 days

Signature

Title

Date



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 21, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** City Limits Boundary Map Update

**Department:** City Clerk

**Date of Meeting:** Monday, June 21, 2021

**Fiscal Impact:** None

**Presented By:** Karen Pierce, City Clerk

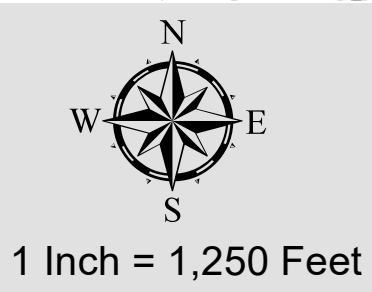
**Action Requested:** Approve the updated City of Lawrenceville City Limits Boundary Map

---

**Attachments/Exhibits:**  
Boundary map



# Official Map of the Corporate Limits of the City of Lawrenceville, Georgia.



This is to certify this Official Map of the  
Corporate Limits of the City of Lawrenceville,  
adopted on June 21, 2021.

IT IS SO ORDAINED, this 21st day of June, 2021.

Mayor, David R. Still

City Clerk, Karen Pierce

**Legend**

- City Limit
- Corporate Parcels