



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, December 13, 2023
2:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

- [1.](#) SUP2023-00083: Precious Asora: 3315 Sugarloaf Parkway
- [2.](#) SUP2023-00084; Yhana Rouse; 575 West Pike Street
- [3.](#) SUP2023-00085; RJJ Development, LLC; 0 West Pike Street
- [4.](#) Tactical Livable Centers Initiative (LCI): Honest Alley Activation Study
- [5.](#) Purchase of Compact Rifle Systems with Suppressors
- [6.](#) Public Safety and Community Violence Reduction Strategies GRANT Expenditure of Funds
- [7.](#) Acceptance of Public Safety and Community Violence Reduction Grant
- [8.](#) Architectural and Engineering Consulting Services on an Annual Contract
- [9.](#) Crogan Street Plaza Project
- [10.](#) Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020

- [11.](#) Sale of Surplus Property located in Land Lot 146 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia – Eaton Street ROW
- [12.](#) Acquisition of 345 Roberts Street
- [13.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville for 345 Roberts Street totaling 7.05 acres
- [14.](#) Acquisition of 182 Scenic Highway

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



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AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

Item: SUP2023-00083: Precious Asora: 3315 Sugarloaf Parkway

Department: Planning and Development

Date of Meeting: Wednesday, December 13, 2023

Applicant Request: Approval of Request

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **To be provided at meeting**

Summary: The applicant requests a Special Use Permit for 3315 Sugarloaf Parkway to allow a Special Event Facility/Banquet Hall. The subject property is an approximately 2.70-acre parcel zoned BG (General Business District), located along the northeastern right-of-way of West Pike Street, near its intersection with Hurricane Shoals Road.

Attachments/Exhibits:

- SUP2023-00083_RPRT_11212023
- SUP2023-00083_P&D RECO CNDS_11212023
- SUP2023-00083_APP LOI_10042023
- SUP2023-00083_FLOOR PLAN_10042023
- SUP2023-00083_LEGAL DESC_11212023
- SUP2023-00083_MAP AERIAL ZOOMED IN
- SUP2023-00083_MAP AERIAL ZOOMED OUT
- SUP2023-00083_ZONING ZOOMED IN
- SUP2023-00083_ZONING ZOOMED OUT



LAWRENCEVILLE

Planning & Development

CASE NUMBER: SUP2023-00083
OWNER: JESSICA KOUCH
APPLICANT: PRECIOUS ASORO
CONTACT: PRECIOUS ASORO – 678.779.3630
LOCATION(S): 3315 SUGARLOAF PARKWAY
PARCEL ID(S): R5084 273
APPROXIMATE ACREAGE: 4.63
ZONING PROPOSAL: TO ALLOW AN EVENT FACILITY AS A SPECIAL USE
PROPOSED DEVELOPMENT: SPECIAL EVENT FACILITY/BANQUET HALL
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

VICINITY MAP





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ZONING HISTORY

The subject property has been zoned BG (General Business District) since 2002, the earliest record on file for the parcel.

PROJECT SUMMARY

The applicant requests a Special Use Permit for 3315 Sugarloaf Parkway to allow a Special Event Facility/Banquet Hall. The subject property is an approximately 4.63-acre parcel zoned BG (General Business District), located along the eastern right-of-way of Five Forks Trickum Road, near its intersection with Sugarloaf Parkway.

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 29,099 square-foot one-story retail building, accessory driveways, and parking.

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Special Event Facility	<i>Special Use Permit</i>	<i>Special Use Permit</i>	<i>Approval w/ Conditions</i>

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.73 Special Event Facility reads as follows:

- A. *Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.*
- B. *During inclement weather, there shall be sufficient space to safely shelter guests.*
- C. *Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.*
- D. *Adequate off-street parking facilities shall be provided on-site.*
- E. *Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.*



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F. Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district.

The applicant occupies Suite 15 of the Markets of Sugarloaf shopping center, a 2,886 square foot retail space. They are proposing a Special Use Permit to allow a Special Event Facility/Banquet Hall (“Edged Events”) providing services relating to community events, meetings, pop-up shops, special occasions, and training. Access to the property is provided via curb-cuts extending from Sugarloaf Parkway and Five Forks-Trickum Road.

As proposed, the parking regulations require twenty nine parking spaces for this type of facility, however, the existing parking lot consists of 151 parking spaces, which exceeds the minimum requirements and adequately provides enough off-street parking. Additionally, all associated parking spaces are in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Event Facilities/Banquet Halls be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with the intent of the Code of Ordinance as it relates to Special Event Facilities/Banquet Halls. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities/Banquet Halls to operate throughout the city limits in specific zoning classifications, which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.

SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses zoned BG (General Business District), with residential uses zoned RS-60 (Single Family Residential District) located to the north and northeast of the subject property (Courtyards at Sugarloaf subdivision). Furthermore, the property is adjacent to several properties in unincorporated Gwinnett County; there are single family houses zoned RS-75 (Single Family Residential District) on the western

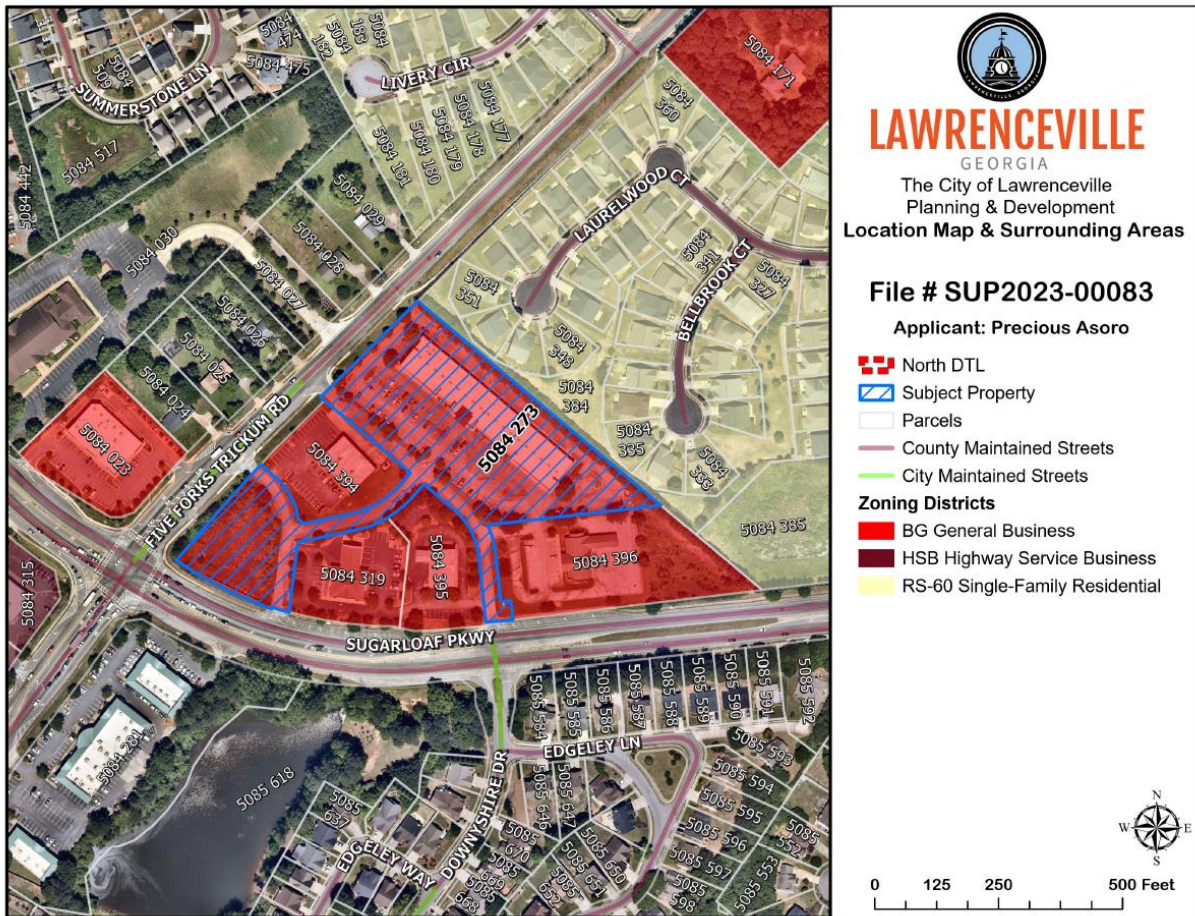


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right-of-way of Five Forks-Trickum Road, a retail center zoned C1 (Neighborhood Business District) at the southeastern corner of Sugarloaf and Five Forks-Trickum Road, and a residential subdivision (Villages of Flowers Crossing) zoned RZT (Single Family Residential District) on the southern right-of-way of Sugarloaf Parkway. The mixture of zoning and uses in the immediate area further support the requested Special Use Permit.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Neighborhood Mixed Use Character Area. The intent of Neighborhood Mixed Use areas is to provide a center for local services that is

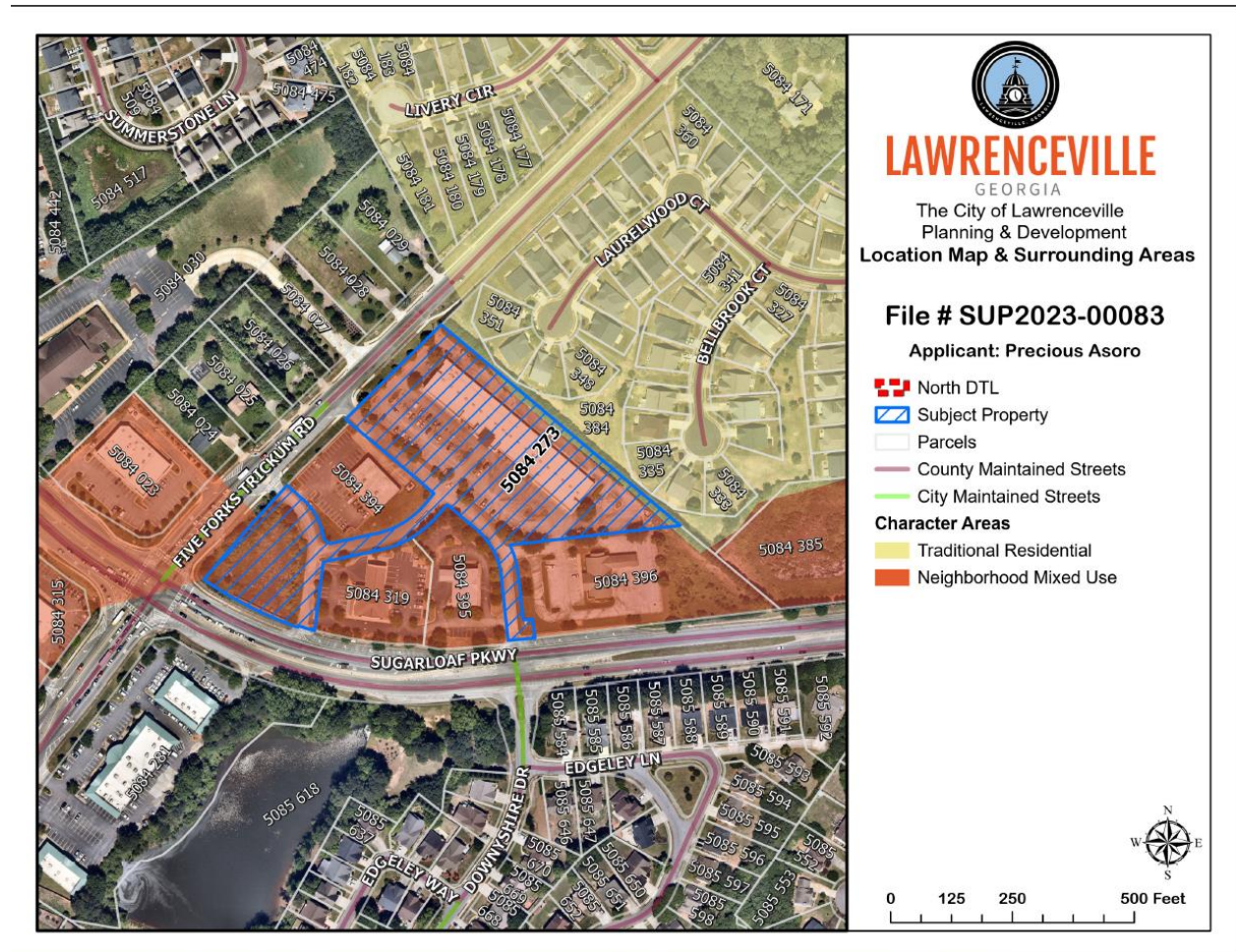


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walkable from nearby residential areas. Examples of local services include restaurants, corner stores, drug stores, dry cleaners, and small-scale retail. In some instances, these local services could be mixed with medium density housing such as townhouses or small scale apartment buildings. Neighborhood Mixed Use areas are primarily located in the southern half of the city to serve Traditional Residential neighborhoods.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN - FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

As submitted, the proposal for a Special Event Facility/Banquet Hall at this location is appropriate, as it is in a mixed use area along Sugarloaf Parkway. It is



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1.

located within the Neighborhood Mixed Use character area, which encourages smaller scale retail uses such as banquet halls. Furthermore, there is precedent for City Council approving such special uses in the general vicinity; in December 2021, **SUP2021-00051** was approved for a Special Event Facility/Banquet Hall at 3130 Sugarloaf Parkway, which is also zoned BG (General Business).

In conclusion, the requested Special Use Permit for a Special Event Facility/Banquet Hall, at an existing commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along this segment of the Sugarloaf Parkway corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

Code case **CEU2023-07591** was opened on 6/9/2023, when Code Enforcement received a complaint of a Special Event Facility serving alcohol at this location. On 7/25/2023, the tenant agreed to operate the business a Community Center, and a Certificate of Occupancy was provided for this use. On 9/13/2023, Code Enforcement received another complaint about further Special Events at this location and its Certificate of Occupancy was revoked. The applicant was encouraged to apply for a Special Use Permit in order to continue occupying the retail space as such.

STREET AND SANITATION DEPARTMENT

No comment



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

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

In light of the mixture of uses and zoning in the immediate area the requested Special Events Facility could be suitable for the area.

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

With the recommended conditions, potential impacts on adjacent and nearby properties could be reduced.

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

The property has reasonable economic use as currently zoned.

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

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

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

Policies of the Neighborhood Mixed Use Character Area are intended to provide a center for local service. As such the proposed Special Use Permit allowing a Special Event Facility/Banquet Hall at this location could be consistent with the 2040 Comprehensive Plan.

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



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1.

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*In December 2021, **SUP2021-00051** was approved for a Special Event Facility/Banquet Hall at 3130 Sugarloaf Parkway, which is also zoned BG (General Business).*

To ensure the compatibility with rules and regulations of the City of Lawrenceville, it is suggested that conditions limit the Special Use Permit to a period of two years.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2023-00083_12042023

Approval of Special Use Permit for a Special Event Facility/Banquet Hall, subject to the following conditions:

1. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
3. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
4. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
5. Outdoor storage shall be prohibited.
6. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
7. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
8. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.
9. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

10. The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2023-00083_12042023

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1.

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Eghosa Precious Asoro</u>	NAME: <u>Jessica Kouch</u>
ADDRESS: <u>3315 Sugarloaf pkwy</u> <u>Suite 15</u>	ADDRESS: <u>528 Carl Cedar Hill</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Winder</u>
STATE: <u>GA</u> ZIP: <u>30044</u>	STATE: <u>GA</u> ZIP: <u>30680</u>
PHONE: <u>678-779-3630</u>	PHONE: <u>678-863-0955</u>

CONTACT PERSON: Eghosa Precious Asoro PHONE: 678-779-3630
 CONTACT'S E-MAIL: edgedevents@gmail.com

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

ZONING DISTRICT(S): _____ ACREAGE: _____

PARCEL NUMBER(S): _____

ADDRESS OF PROPERTY: 3315 Sugarloaf pkwy, Suite 15
Lawrenceville, GA 30044

PROPOSED SPECIAL USE: Event Space

[Signature]
 SIGNATURE OF APPLICANT DATE 9/14/23

Jessica Kouch
 SIGNATURE OF OWNER DATE 9/18/2023

Precious Asoro

Jessica Kouch

TYPED OR PRINTED NAME
Melissa Rome
 NOTARY PUBLIC
 BARROW COUNTY, GEORGIA
 EXPIRES OCTOBER 12, 2024

TYPED OR PRINTED NAME
Dorrah M. Register
 NOTARY PUBLIC
 BARROW COUNTY, GEORGIA
 EXP. JUNE 28, 2023

Jessica Kouch
 SIGNATURE OF OWNER DATE 9/18/23

City of Lawrenceville, Georgia 30046-2200
 770.963.2414 www.lawrencevillega.org

Letter of Intent for Special Use Permit

1.

Edged Events LLC
3315 Sugarloaf Parkway
Suite 15
Lawrenceville, GA 30044
Edgedevents@gmail.com
678-779-3630

To whom it may concern,

I am writing to express my intent to pursue a Special Use permit for the property located at 3315 Sugarloaf Parkway, Suite 15, Lawrenceville, GA 30044. I have a compelling vision for transforming this location into a vibrant event space business that will not only contribute to the economic growth of our community but also serve as a gathering place for our residents.

The Special use permit will change this current establishment from a Community center to Event Space.

The special use permit will allow this location to function as an event space business aims to cater to a wide range of events, including weddings, corporate meetings, cultural gatherings, private events, and community celebrations. Our vision includes:

- **Architectural Enhancements:** We have already renovated and upgraded the existing structure to create an inviting and aesthetically pleasing event space that complements the surrounding neighborhood.
- **Ample Parking and Accessibility:** Our location ensure sufficient on-site parking and ADA-compliant access to accommodate guests, making it convenient and inclusive for all.
- **Sound and Noise Control:** Have already Implemented in the facility soundproofing measures to minimize noise disturbances to nearby residents during events.
- **Environmental Sustainability:** Commitment

to eco-friendly practices, such as energy-efficient lighting and waste reduction, to minimize the environmental impact.

- **Economic Impact:** The event space will create job opportunities, boost tourism, and generate tax revenue for the city.

To initiate this process, I am committed to working closely with the City Planning & Development Department and following all required procedures, including conducting necessary environmental impact assessments and public hearings to gather feedback from the community.

I believe that this proposal will contribute positively to our city's growth and enhance our community's quality of life. I am eager to collaborate with the city and its residents to bring this to fruition.

Thank you for your consideration of my letter of intent. I look forward to discussing this proposal further and working together to make this vision a reality. Please feel free to contact me at

678-779-3630 or Edgedevents@gmail.com to
arrange a meeting at your earliest convenience. 1.

Sincerely,

Eghosa Precious Asoro

Edged Events LLC

Owner

678-779-3630

N/W PROPERTY OF
GUYNN-McGOWAN DEVELOPMENTS, LLC
 DEED BOOK 32111 / PAGE 18
 ZONED R56D

N/W PROPERTY OF
BRAND PARTNERS, L.P.
 DEED BOOK 36085 / PAGE 184
 ZONED BG

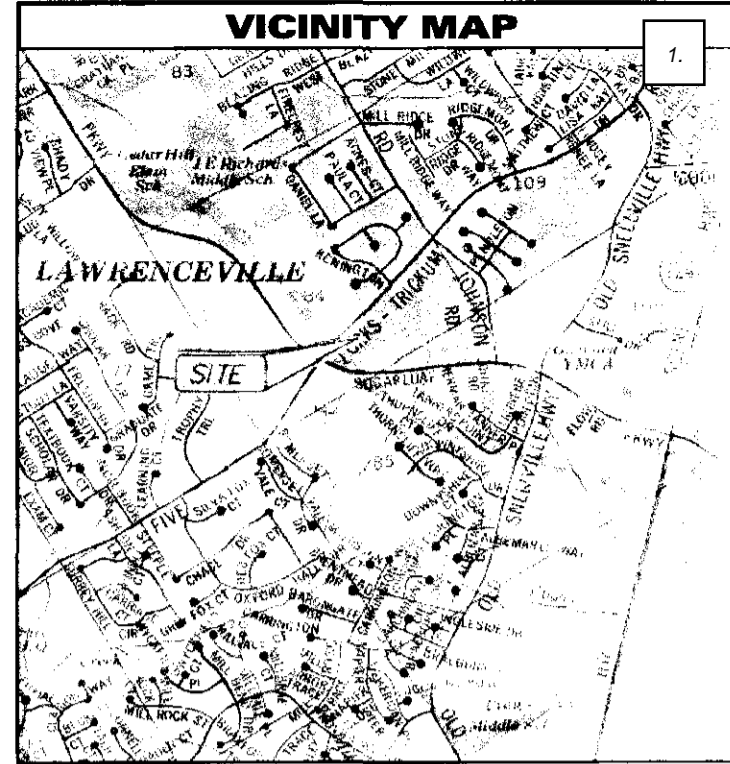
LOT 5
 1.883 Acres
 82,042 sf

LOT 2
 4.632 Acres
 201,751 sf

LOT 3
 0.949 Acres
 41,353 sf

LOT 4
 0.889 Acres
 38,734 sf

LOT 1
 0.937 Acres
 40,831 sf



GENERAL NOTES

OWNERS:
 BRAND PARTNERS, L.P.
 c/o HENDON PROPERTIES
 TWO LIVE OAK CENTER, SUITE 465
 3445 PEACHTREE ROAD
 ATLANTA, GEORGIA 30326
 (404)-262-7400

SOUTHTRUST BANK
 360 INTERSTATE NORTH PARKWAY
 SUITE 500
 ATLANTA, GEORGIA 30339
 (770)-951-4031

ENGINEER:
 HAINES, GIPSON & ASSOCIATES, INC.
 1550 NORTH BROWN ROAD
 SUITE 100
 LAWRENCEVILLE, GEORGIA 30043
 CONTACT: DAVID FOSTER (770)-491-7500

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 130322 0195 C, AND THE DATE OF SAID MAP IS MAY 4, 1992. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON GWINNETT COUNTY SURVEY CONTROL MONUMENTS "804" AND "1055".

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON GWINNETT COUNTY SURVEY CONTROL MONUMENT "1055", ELEVATION IS 1029.36 FEET MSL.

CONTOUR INTERVAL IS 5 FEET.

THE SITE IS ZONED "BG" (GENERAL BUSINESS DISTRICT) IN THE CITY OF LAWRENCEVILLE. PROPOSED USE: COMMERCIAL SUBDIVISION. THE MINIMUM YARD SETBACKS ARE: FRONT - 50 FEET, SIDE - 10 FEET, AND REAR - 10 FEET BUT 40 FEET WHEN ABUTTING A RESIDENTIAL DISTRICT. MAXIMUM HEIGHT OF STRUCTURES: 35 FEET. BUFFERS (15 FEET - 60 FEET) WHEN ABUTTING A RESIDENTIAL DISTRICT.

NOTE: SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

NOTE: IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO BE IN COMPLIANCE WITH THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND CLEAN WATER ACT REQUIREMENTS.

NOTE: THE CITY OF LAWRENCEVILLE 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 CURBS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED PLAN. THE CITY OF LAWRENCEVILLE DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OF PIPES IN DRAINAGE EASEMENTS BEYOND THE CITY RIGHT-OF-WAY.

NOTE: DETENTION FOR THE SUBDIVISION WILL BE A COMMON FACILITY, BUILT PRIOR TO IMPERVIOUS SURFACE BEING INSTALLED DURING THE FIRST SITE DEVELOPMENT.

SURVEY REFERENCES

- GWINNETT COUNTY RIGHT-OF-WAY PLANS, PROJECT NUMBER T41046, PREPARED BY RILEY, PARK, HAYDEN AND ASSOCIATES, INC., DATED MAY 30, 1990 AND LAST REVISED JANUARY 9, 1999.
- ALTA/ACSM LAND TITLE SURVEY FOR HENDON PROPERTIES, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY, PREPARED BY GEOSURVEY, LTD., DATED JULY 7, 2003 AND LAST REVISED OCTOBER 9, 2003.
- ACKNOWLEDGEMENT LETTER FROM GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION TO REMER H. CRUM REGARDING THE MAINTENANCE OF THE FOUR 24" DRAIN PIPES CROSSING SUGARLOAF PARKWAY.

DATE: JULY 7, 2003

GRAPHIC SCALE 1"=50'

PLEASE NOTE

INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN BASED ON THE LOCATION OF ABOVE GROUND UTILITIES, AVAILABLE DESIGN PLANS AND PLACES AND PLANT PLACED BY THE UNDERGROUND PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

SUBDIVISION PLAT OF

Sugarloaf Station

FOR

Hendon Properties LLC & Brand Partners, L.P.

SITE INFORMATION

CITY: LAWRENCEVILLE COUNTY: GWINNETT STATE: GEORGIA

LAND LOTS: 84 & 85 DISTRICT: 5TH

FIELD WORK: JC PROJ MGR: WCC

SURVEY DATE: JULY 7, 2003 DRAWING SCALE: Page 23

GS Dwg File: 20031544-final-2.dwg GS Job No.: 20031544

LEGEND

- STANDARD ABBREVIATIONS**
- B.S.L. BUILDING SETBACK LINE
 - C.M.P. CORRUGATED METAL PIPE
 - C.O. SANITARY CLEANOUT
 - C.T.P. CRIMPED TOP PIPE
 - D.W.C.B. DOUBLE WING CATCH BASIN
 - F.H. FOUND
 - J.B. JUNCTION BOX
 - M.F. MANHOLE
 - O.T.P. OPEN TOP PIPE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - R.R.R. IRON REINFORCING BAR
 - R.B.S. REINFORCED CONCRETE PIPE
 - R.C.P. SANITARY SEWER
 - S.S. SINGLE WING CATCH BASIN
 - S.W.C.B. YARD INLET
- STANDARD SYMBOLS**
- POWER POLE
 - GLY WIRE
 - POWER LINE
 - LIGHT POLE
 - TRAFFIC LIGHT
 - GAS VALVE
 - WATER VALVE
 - FIRE HYDRANT
 - UNDERGROUND GAS LINE
 - UNDERGROUND POWER LINE
 - UNDERGROUND TELEPHONE LINE
 - UNDERGROUND CABLE TV LINE
 - UNDERGROUND WATER LINE

PLAT STATEMENT

THIS PLAT WAS PREVIOUSLY RECORDED MARCH 11, 2004 IN PLAT BOOK 102 AT PAGE 107. THERE WERE RIGHT-OF-WAY DEDICATIONS FOR SUGARLOAF PARKWAY AND FIVE FORKS TRICKUM ROAD AND A LOT LINE REVISION BETWEEN LOTS 2 AND 3.

AREA TABLE

LOT	ACRES	SQUARE FEET
LOT 1	0.937	40,831
LOT 2	4.632	201,751
LOT 3	0.949	41,353
LOT 4	0.889	38,734
LOT 5	1.883	82,042
TOTAL AREA	9.290	404,711

OWNERS ACKNOWLEDGMENT

The owner of the land shown on this plat and who in person or through a duly authorized agent, acknowledge that this plat was made from an actual survey and dedicates to the use of the public for streets, alleys, parks, water courses, drains, easements and other public places herein shown for the purposes or considerations herein expressed.

Owner: Brand Partners, L.P.

Date: _____

Owner: SouthTrust Bank

Date: _____

Owner: _____

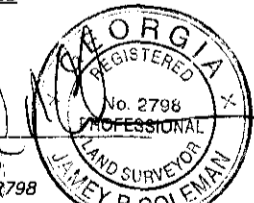
Date: _____

SURVEYORS ACKNOWLEDGMENT

I hereby certify that the plat shown and described herein is a true and correct survey made on the ground under my supervision that all monuments have been placed as shown thereon, and is to the accuracy and specifications by the City of Lawrenceville.

Date: JULY 7, 2003

James R. Coleman
 Georgia Registered
 Land Surveyor # 2798



Revisions 1-8
CERTIFICATION OF CITY

This plat has been submitted to and considered by the City and is approved, subject to the installation of streets, utilities, and other improvements in an acceptable manner and according to City Specifications.

Dated this 21st day of Feb. 2005.

(For the City of Lawrenceville, Ga.)

CERTIFICATION OF CITY ENGINEER

This plat has been submitted to and considered by the City Engineer and is approved, subject to the installation of streets, utilities, and other improvements in an acceptable manner and according to City Specifications.

Dated this 16th day of FEBRUARY 2005.

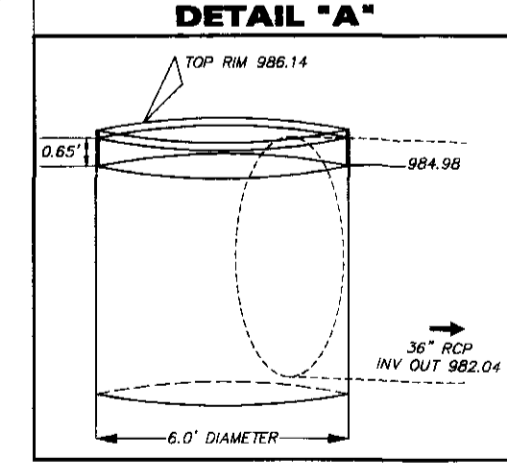
(For the City of Lawrenceville, Ga.)

Revision 1-8
CERTIFICATION OF PLANNING DIRECTOR

I hereby certify that the subdivision plat shown hereon has been found to comply with the Land Use Plan, and the City of Lawrenceville Subdivision and Zoning Regulations.

Dated this 25th day of Feb. 2005.

(Planning Director)



PIPE CHART

FROM	TO	"C"	25 YR. "T" in/yr	AREA TO INLET	25 YR. Q cfs	CUMM. Q cfs	V ₂₅ fps	LENGTH (FT.)	SIZE (IN.)	TYPE
YI. A-5	JB. A-4	0.95	9.06	2.506	21.57	21.57	9.70	122	36	RCP
JB. A-4	JB. A-3	-	-	-	-	55.32	7.83	83	36	RCP
JB. A-3	C.B. A-2	-	-	-	-	55.32	7.83	120	36	RCP
C.B. A-2	H.W. A-1	0.95	9.06	1.538	13.24	68.56	1.18	111	36	RCP
YI. B-3	YI. B-2	0.95	9.06	1.209	10.41	10.41	4.78	36	18	RCP
YI. B-2	YI. B-1	0.95	9.06	1.209	10.41	20.81	6.82	219	24	RCP
YI. B-1	JB. A-4	0.95	9.06	1.503	12.94	33.75	5.09	168	36	RCP
C.B. C-7	D.I. C-6	0.95	9.06	0.209	1.80	1.80	2.67	76	18	RCP
D.I. C-6	JB. C-5	0.95	9.06	1.293	11.13	12.93	1.83	97	24	RCP
JB. C-5	JB. C-4	-	-	-	-	12.93	1.83	78	36	RCP
JB. C-4	JB. C-3	-	-	-	-	12.93	1.83	105	36	RCP
JB. C-3	D.I. C-2	-	-	-	-	12.93	1.83	99	36	RCP
D.I. C-2	H.W. C-1	0.95	9.06	0.694	5.97	18.90	1.02	25	36	RCP
O.C.S.	JB. D-3	-	-	-	-	29.00	4.57	122	36	RCP
JB. D-3	JB. D-2	-	-	-	-	29.00	4.57	115	36	RCP
JB. D-2	JB. D-1	-	-	-	-	29.00	5.40	96	36	RCP
JB. F-7	S.W.C.B. F-6	-	-	-	-	8.22	5.00	145	24	RCP
S.W.C.B. F-6	D.W.C.B. F-5	0.95	9.06	0.084	0.72	6.01	2.99	24	36	RCP
D.W.C.B. F-5	JB. F-4	0.95	9.06	0.084	0.72	19.66	8.94	204	36	RCP
JB. F-4	YI. F-3	-	-	-	-	19.66	3.14	43	36	RCP
YI. F-3	JB. F-2	0.95	9.06	0.146	2.70	22.36	3.71	43	36	RCP
JB. F-2	S.W.C.B. F-1	-	-	-	-	22.36	8.72	28	48	RCP
D.W.C.B. G-1	EXIST. H.W.	0.95	9.06	0.801	5.17	5.17	4.26	128	24	RCP

REVISIONS

No.	Date	Description
1	05/05/2004	Revise Lots 2 & 3
2	06/01/2004	Revise R/W, Lots 1-6, Add Owner
3	09/18/2004	Revise Lots 1 & 4, Add R/W Tracts 1 & 2
4	11/01/2004	Add As-Built Data, Remove R/W Tracts
5	12/04/2004	Revise R/W, Lots 2 & 5
6	01/05/2005	Revise Lots 2 & 5
7	01/21/2005	Revise Lots 1 & 2
8	02/03/2005	Combine Lot 6 with Lot 5

APPROVALS

Dated this 16 day of Feb. 2005.

Fire Department

Dated this 17th day of February 2005.

(Public Utilities)

CLOSURE INFORMATION

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 59,943. AN ANGULAR ERROR OF 01 SECONDS PER SETUP, AND WAS NOT ADJUSTED. A SOKKIA ELECTRONIC TOTAL STATION AND HEWLETT PACKARD 489X DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 213,677 FEET, W.C. INIT.

IF YOU DIG

IF YOU DIG FIRST... CALL US FIRST! 1-800-282-7411 (770) 623-4344 (METRO ATLANTA ONLY) UTILITIES PROTECTION CENTER IT'S THE LAW



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Chinasa Elue's Project

Sun, Sep 17, 2023

PLANNING



Blessing's 16th Birthday

Sat, Sep 23, 2023

PLANNING



Tahira Moore 's Project

Sun, Sep 24, 2023

PLANNING



Nonso Egbue's Project

Sat, Sep 30, 2023

RETAINER PAID



Renita Heyward 's Project

Sat, Oct 7, 2023

PLANNING



Keyauna McGee's Project

Sat, Oct 14, 2023

RETAINER PAID



Erica Hanner 's Project

Sat, Oct 21, 2023



Herbertta Thomas (Tunde)'s Project

Sun, Oct 22, 2023



Jeremiah Abdul's Project

Sat, Oct 28, 2023

PLANNING



Summer Hutchins's Project

Fri, Nov 3, 2023

PROPOSAL SIGNED



Aderonke's Project

Sat, Nov 4, 2023

PLANNING



Osarumwense Christabel Batey's Pr...

Fri, Nov 10, 2023

PLANNING



Griselda pena's Project

Sat, Nov 11, 2023

RETAINER PAID



Herbertta Thomas (Tunde)'s Project

Fri, Nov 17, 2023

PROPOSAL SIGNED



Shontel Kealoha's Project

Sat, Dec 2, 2023



Michael Taylor's Event

Sat, Dec 9, 2023

PLANNING



Destiny Aladegbemi's Project

Sat, Dec 16, 2023



Morenco Staley's Project

Sat, Feb 24, 2024

RETAINER PAID






LAWRENCEVILLE

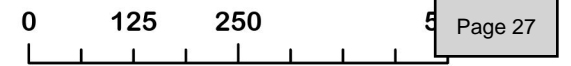
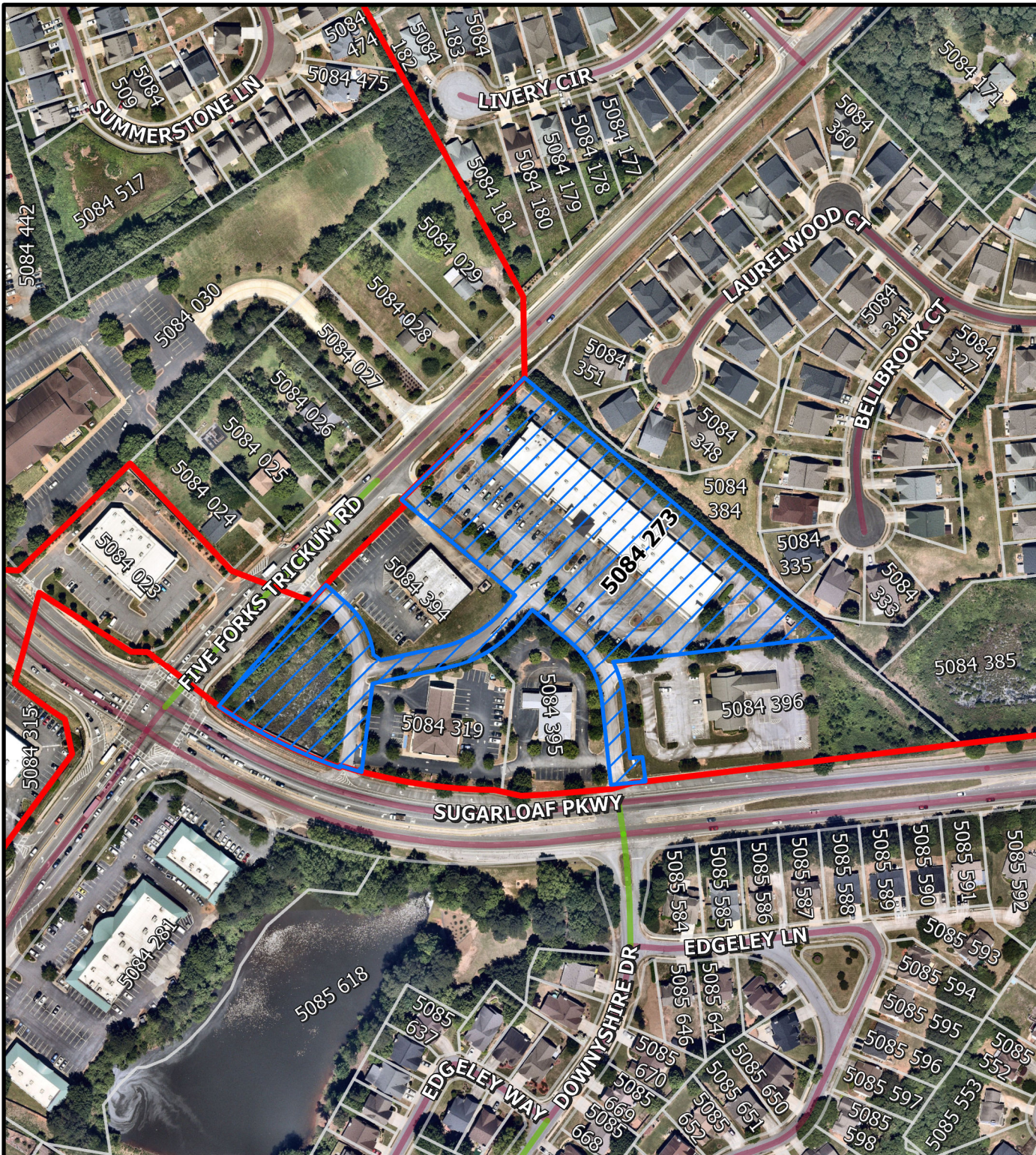
GEORGIA

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

File # SUP2023-00083

Applicant: Precious Asoro

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






LAWRENCEVILLE

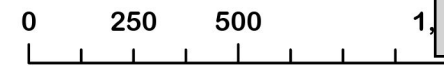
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LAWRENCEVILLE

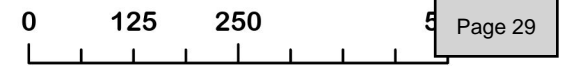
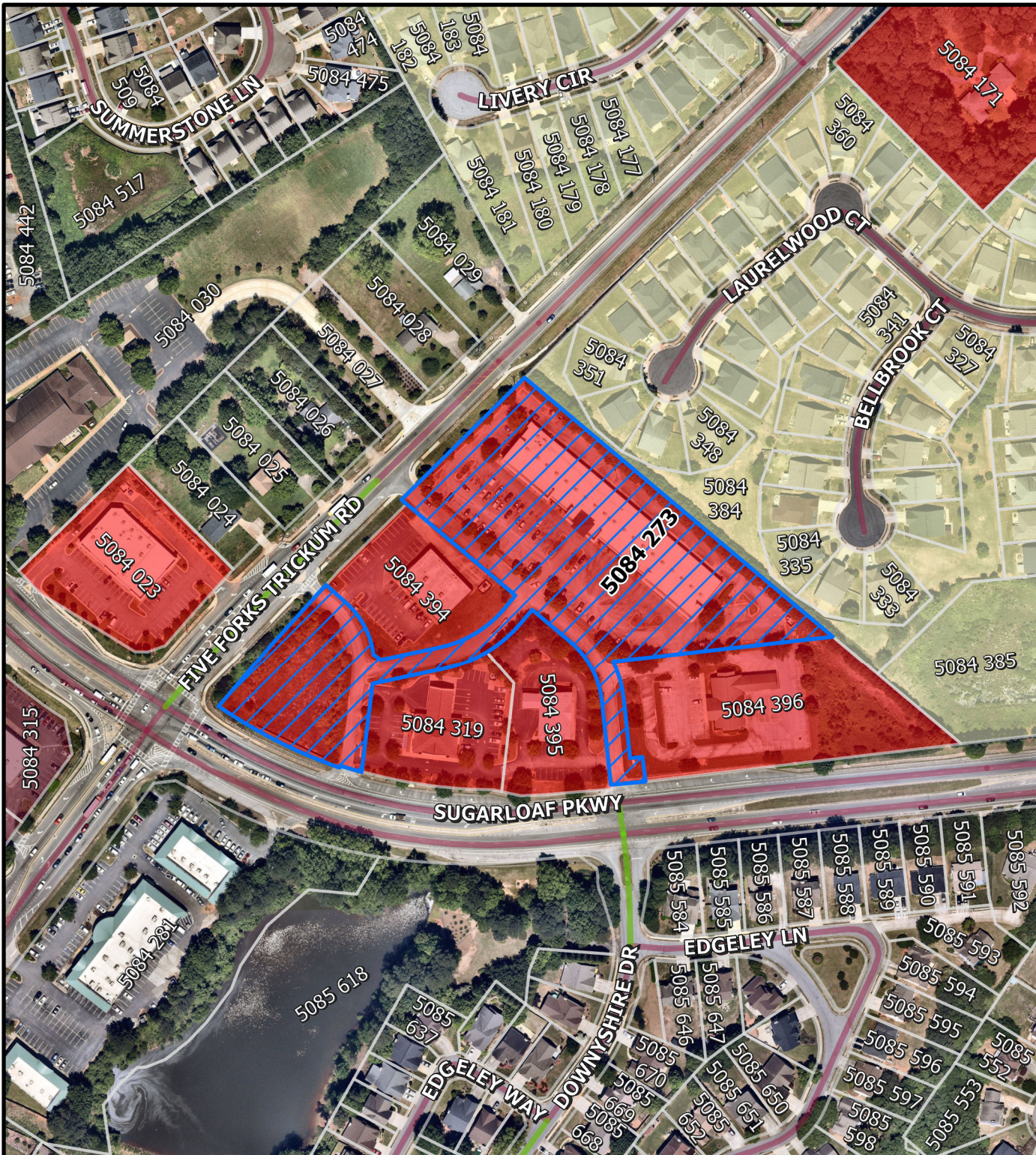
GEORGIA

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

File # SUP2023-00083

Applicant: Precious Asoro

-  North DTL
-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Zoning Districts**
-  BG General Business
-  HSB Highway Service Business
-  RS-60 Single-Family Residential
















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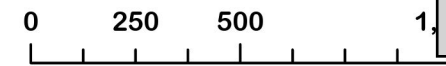
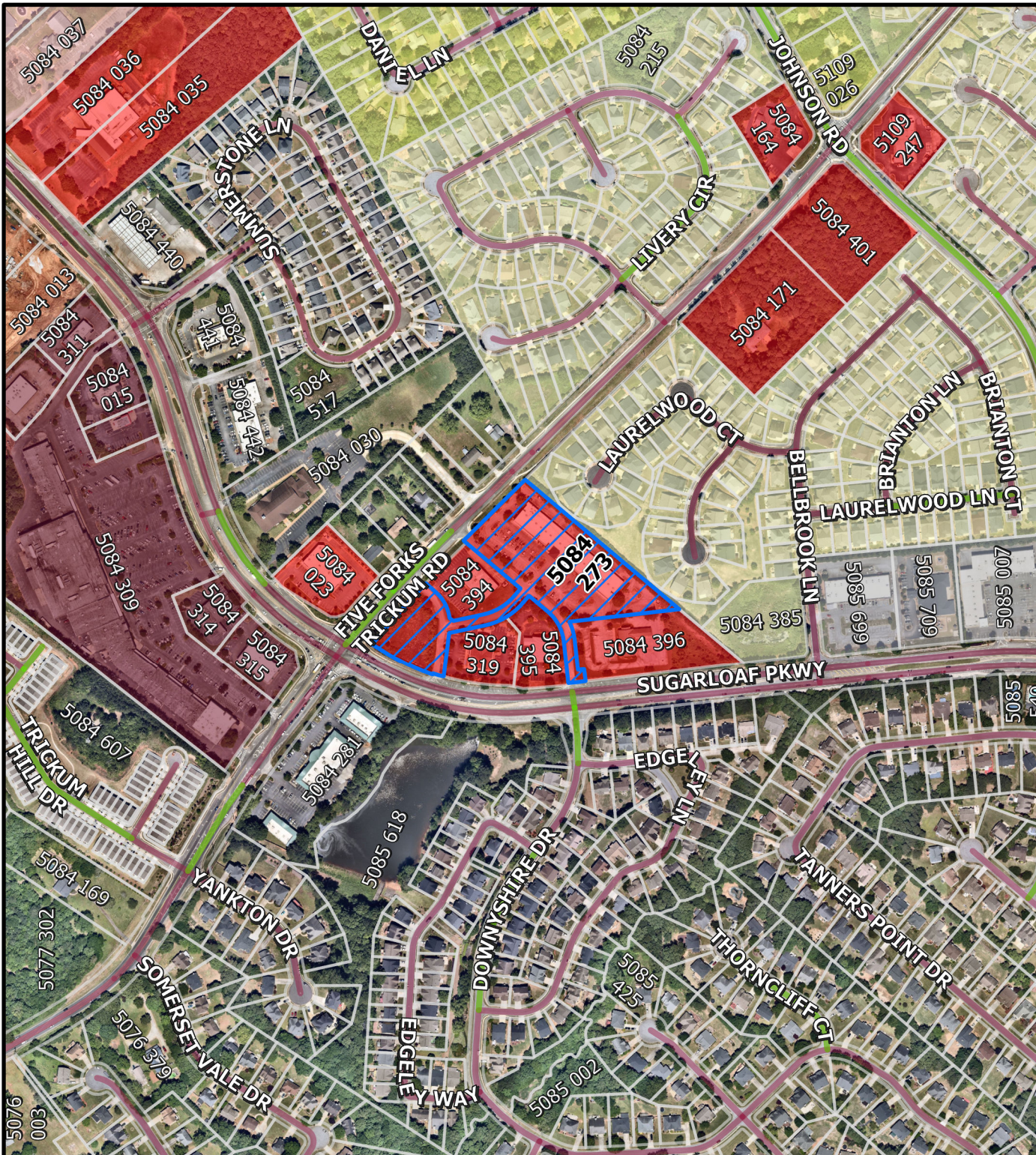
GEORGIA

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

File # SUP2023-00083

Applicant: Precious Asoro

-  North DTL
-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Zoning Districts**
-  BN Neighborhood Business
-  BG General Business
-  HSB Highway Service Business
-  OI Office/Institutional
-  RS-60 Single-Family Residential
-  RS-150 Single-Family Residential





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

Item: SUP2023-00084; Yhana Rouse; 575 West Pike Street

Department: Planning and Development

Date of Meeting: Wednesday, December 13, 2023

Applicant Request: Approval of Request

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **To be provided at meeting**

Summary: The applicant requests a Special Use Permit for 575 West Pike Street to allow a Special Event Facility/Banquet Hall. The subject property is an approximately 2.70-acre parcel zoned BG (General Business District), located along the northeastern right-of-way of West Pike Street, near its intersection with Hurricane Shoals Road.

Attachments/Exhibits:

- SUP2023-00084_RPRT_11212023
- SUP2023-00084_P&D RECO CNDS_11212023
- SUP2023-00084_APP LOI_10042023
- SUP2023-00084_FLOOR PLAN_10042023
- SUP2023-00084_LEGAL DESC_11212023
- SUP2023-00084_MAP AERIAL ZOOMED IN
- SUP2023-00084_MAP AERIAL ZOOMED OUT
- SUP2023-00084_ZONING ZOOMED IN
- SUP2023-00084_ZONING ZOOMED OUT



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CASE NUMBER: SUP2023-00084

OWNER: CENTRAL LANDMARK LLC

APPLICANT: YHANA ROUSE

CONTACT: YHANA ROUSE – 773.981.1671

LOCATION(S): 575 WEST PIKE STREET

PARCEL ID(S): R5144 001

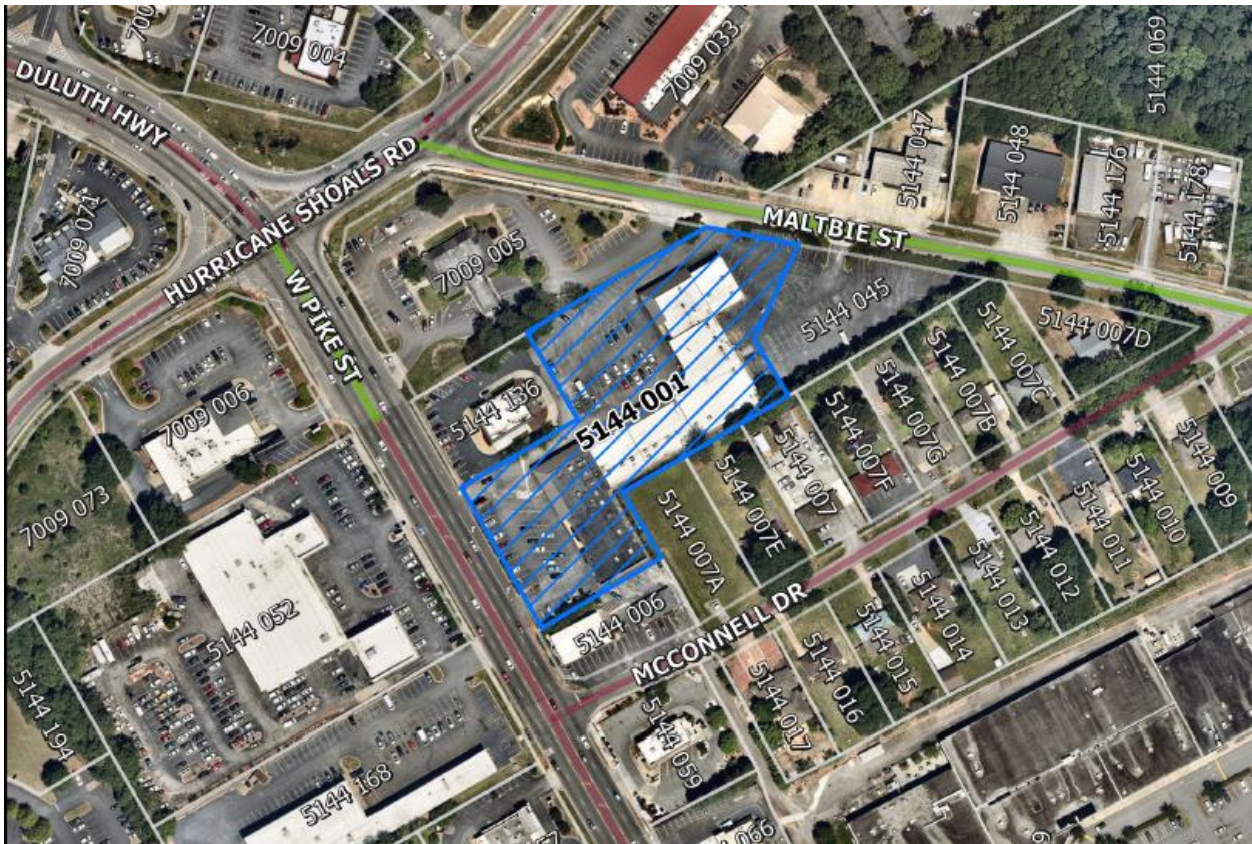
APPROXIMATE ACREAGE: 2.70

ZONING PROPOSAL: TO ALLOW AN EVENT FACILITY AS A SPECIAL USE

PROPOSED DEVELOPMENT: SPECIAL EVENT FACILITY/BANQUET HALL

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

VICINITY MAP





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ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1986, the earliest record on file for the parcel.

PROJECT SUMMARY

The applicant requests a Special Use Permit for 575 West Pike Street to allow a Special Event Facility/Banquet Hall. The subject property is an approximately 2.70-acre parcel zoned BG (General Business District), located along the northeastern right-of-way of West Pike Street, near its intersection with Hurricane Shoals Road.

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 37,254 square-foot one-story retail building, accessory driveways, and parking.

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Special Event Facility	<i>Special Use Permit</i>	<i>Special Use Permit</i>	<i>Approval w/ Conditions</i>

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.73 Special Event Facility reads as follows:

- A. *Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.*
- B. *During inclement weather, there shall be sufficient space to safely shelter guests.*
- C. *Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.*
- D. *Adequate off-street parking facilities shall be provided on-site.*
- E. *Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.*



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F. Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district.

The applicant occupies Suite 21 of the Township Village shopping center, a 1,920 square foot retail space. They are proposing a Special Use Permit to allow a Special Event Facility/Banquet Hall (“The Nexxt Space”) providing services relating to community events, meetings, pop-up shops, special occasions, and training. Access to the property is provided via curbs-cuts extending from West Pike Street and Maltbie Street.

As proposed, the parking regulations require nineteen parking spaces for this type of facility, however, the existing parking lot consists of approximately 150 parking spaces, which exceeds the minimum requirements and adequately provides enough off-street parking. Additionally, all associated parking spaces are in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Event Facilities/Banquet Halls be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with the intent of the Code of Ordinance as it relates to Special Event Facilities/Banquet Halls. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities/Banquet Halls to operate throughout the city limits in specific zoning classifications, which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.

SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses zoned BG (General Business District) and HSB (Highway Service Business District). There are limited residential uses in the general area, including properties zoned RS-150 (Single Family Residential District) and RM-12 (Multifamily Residential District) to the north, along Hurricane Shoals Road. Furthermore, there are also intensive industrial uses zoned HM (Heavy Manufacturing District) to the east and

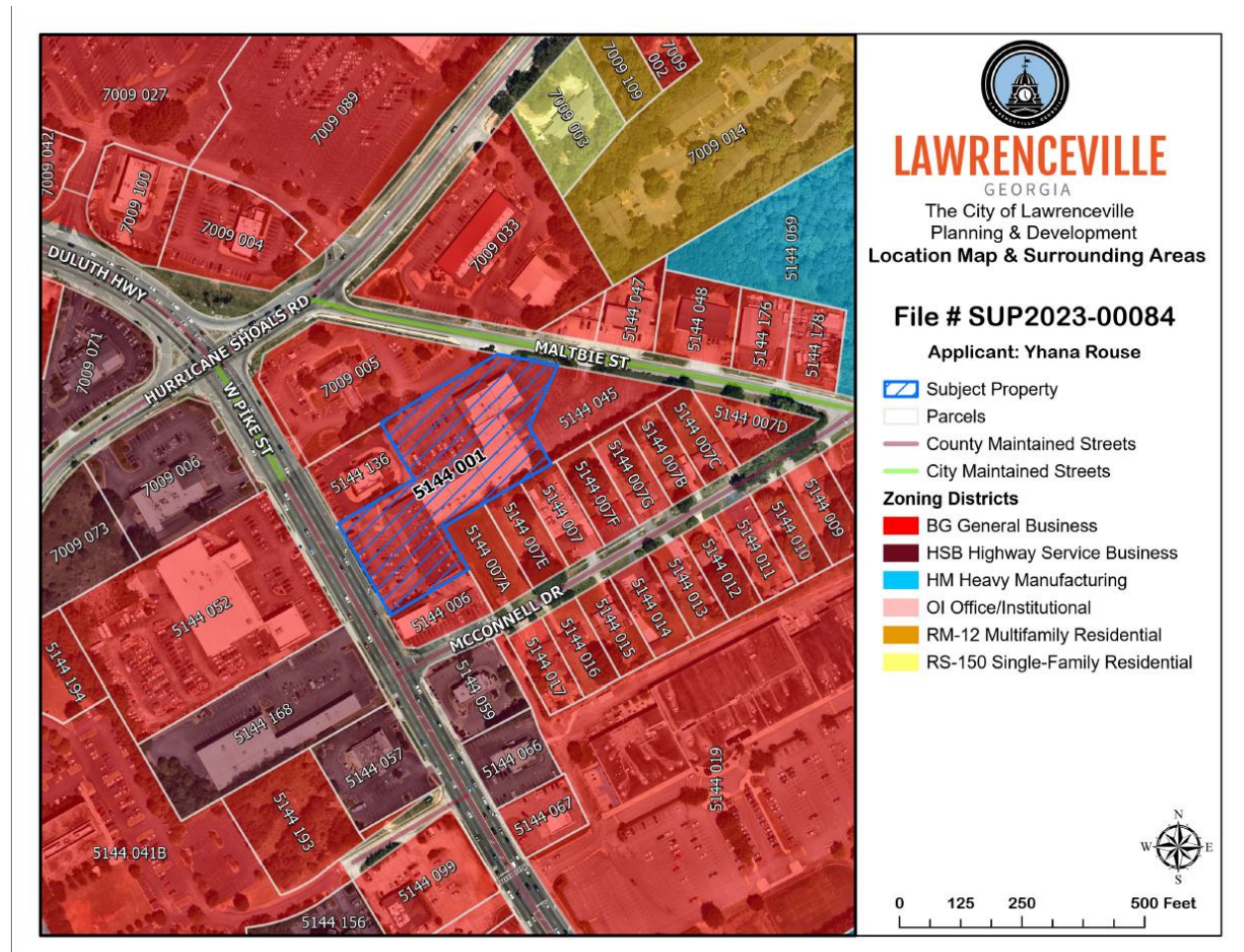


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southeast, along Maltbie Street. Further west, there are medical uses in the form of Northside Hospital Gwinnett and other medical facilities, which are typically zoned OI (Office Institutional District). Overall, the immediate area surrounding the subject property is predominantly commercial in nature.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Community Mixed Use Character Area. The Community Mixed Use character area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that

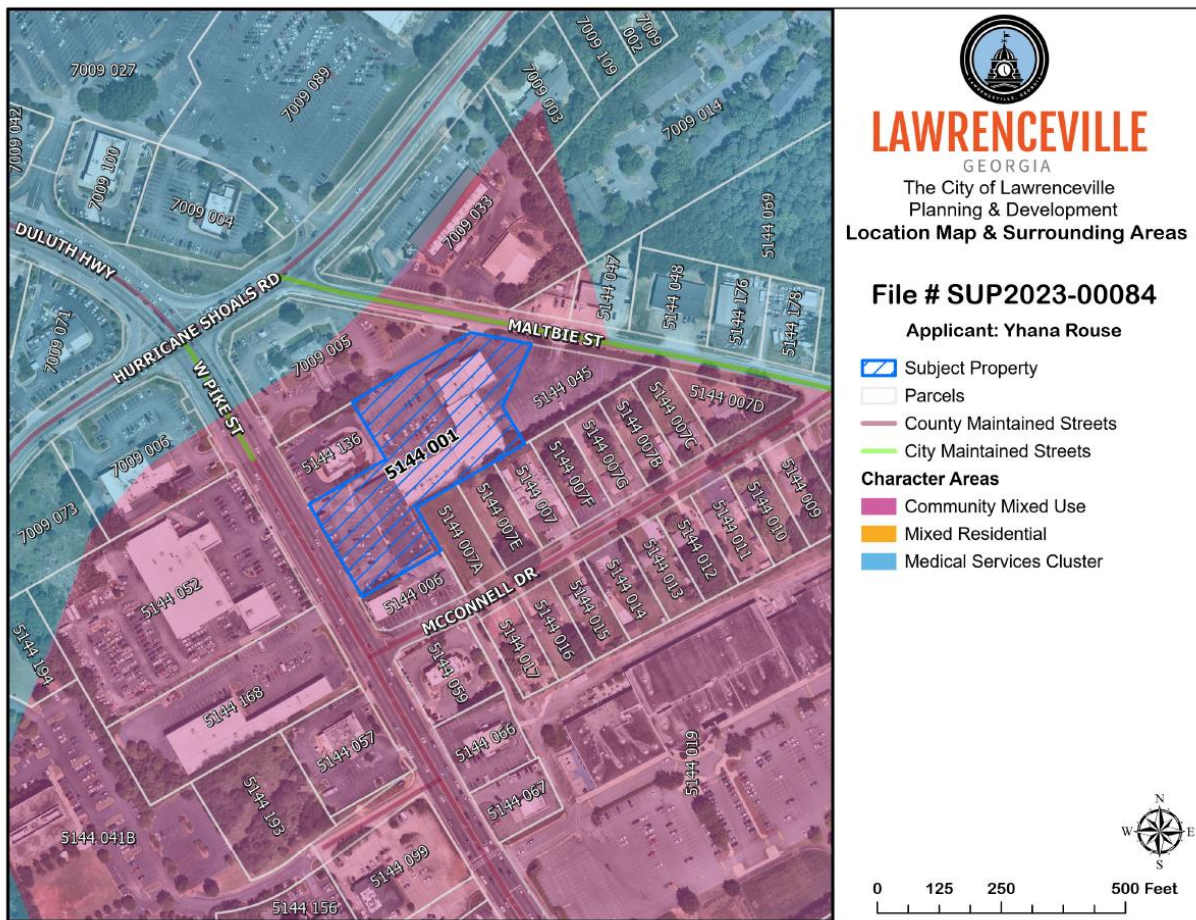


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build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown and could benefit from the “halo effect” of high-quality development already happening nearby. For this to happen, heavy industrial and noxious uses would need to relocate, and dumping and other poor environmental practices must be eliminated.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

As submitted, the proposal for a Special Event Facility/Banquet Hall at this location is appropriate, as it is in a commercial/retail corridor along West Pike Street. It is located within the Community Mixed Use character area, which



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encourages a variety of retail uses, including banquet halls. Furthermore, there is precedent for City Council approving such special uses in similar locations; in December 2021, **SUP2021-00051** was approved for a Special Event Facility/Banquet Hall at 3130 Sugarloaf Parkway, which is also zoned BG (General Business).

In conclusion, the requested Special Use Permit for a Special Event Facility/Banquet Hall, at an existing commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along this segment of the West Pike Street corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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

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

In light of the mixture of uses and zoning in the immediate area the requested Special Events Facility could be suitable for the area.

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

With the recommended conditions, potential impacts on adjacent and nearby properties could be reduced.

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

The property has reasonable economic use as currently zoned.

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

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

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

Policies of the Community Mixed Use Character Area are intended to provide a diversity of development types and uses. As such the proposed Special Use Permit allowing a Special Event Facility/Banquet Hall at this location could be consistent with the 2040 Comprehensive Plan.

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



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*In December 2021, **SUP2021-00051** was approved for a Special Event Facility/Banquet Hall at 3130 Sugarloaf Parkway, which is also zoned BG (General Business).*

To ensure the compatibility with rules and regulations of the City of Lawrenceville, it is suggested that conditions limit the Special Use Permit to a period of two years.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2023-00084_11222023

Approval of Special Use Permit for a Special Event Facility/Banquet Hall, subject to the following conditions:

1. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings and other similar events.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
3. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
4. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
5. Outdoor storage shall be prohibited.
6. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
7. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
8. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.
9. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

10. The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2023-00084_12042023

Approval of Special Use Permit for a Special Event Facility/Banquet Hall, subject to the following conditions:

1. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
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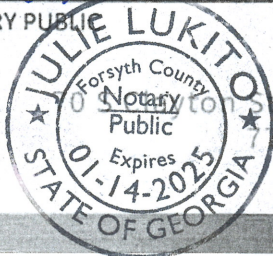
SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>The Nexxt Space</u>	NAME: <u>Central Landmark LLC</u>
ADDRESS: <u>575 W Pike Street; Suite 21</u>	ADDRESS: <u>3940 Buford Hwy; Suite A101</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Duluth</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30096</u>
PHONE: <u>770-415-8360 / 773-981-1671</u>	PHONE: <u>678-887-1297</u>
CONTACT PERSON: <u>Yhana Rouse</u> PHONE: <u>773-981-1671</u>	
CONTACT'S E-MAIL: <u>YhanaR@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): _____ ACREAGE: <u>2.70</u>	
PARCEL NUMBER(S): <u>R5144 001</u>	
ADDRESS OF PROPERTY: <u>575 W. Pike Street Suite 21; Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Multi-purpose Venue</u>	

Yhana Rouse 10/4/2023
 SIGNATURE OF APPLICANT DATE

Yhana Rouse
 TYPED OR PRINTED NAME

Julie Lukito Oct 4. 2023
 NOTARY PUBLIC DATE



[Signature] 10/3/2023
 SIGNATURE OF OWNER DATE

Fung Ying Chan
 TYPED OR PRINTED NAME

[Signature] 10/3/2023
 NOTARY PUBLIC Jisoo Kim DATE

• PO Box 2200 • Lawrenceville, Georgia 30046-2200
 0.963.2414 • www.lawrencevillega.org
JISOO KIM
 NOTARY PUBLIC
 DeKalb County
 State of Georgia
 My Comm. Expires Jan. 4, 2027



The Nexxt Space

P. O. Box 492502
Lawrenceville, GA 30049
Phone: 770-415-8360
Info@TheNexxt.org

2.

October 3, 2023

City of Lawrenceville
City Council Members
70 S. Clayton Street
Lawrenceville, GA 30046

RE: Letter of Intent

To Whom It May Concern:

We are writing to provide a letter of intent from Nexxt Level Investment Holdings Group LLC DBA The Nexxt Space. We appreciate the Council Members time and the opportunity to discuss information regarding The Nexxt Space. We are excited to bring a new multi-purpose venue to the City of Lawrenceville that will be located at 575 W. Pike Street; Suite 21 in the Township Village Shopping Center. The venue will be a chic, modern, and versatile space designed to accommodate a variety of needs from networking events, small business expos, 501(c)3 fundraisers, retirement celebrations, corporate meetings and conferences to intimate micro weddings, anniversaries, little league sports banquets, bar mitzvahs, and other celebrations. The space will feature venue rental, decor, audiovisual equipment, customizable layouts of tables and chairs, and ample parking.

Our mission is to create a welcoming atmosphere that is chic, modern, affordable, and inclusive for the residents, businesses, and other community members. Our goal is to provide excellent customer service and we aim to become the go-to space for creatives. The Nexxt Space is a majority women owned LLC who have been passionate about event planning, design, and execution for as long as we can remember. We are turning our decades-long passion projects into our purpose. However, we now know it's not just a passion—it's our calling.

Sincerely,

The Nexxt Space
Info@TheNexxt.org
770-415-8360 Ph

Attachments

THE NEXXT SPACE – INTERIOR PICTURE





MULTI-PURPOSE EVENT SUITE

BUSINESS PLAN

COMPANY OVERVIEW

Nexxt Level Investment Holdings Group LLC DBA The Nexxt Space is excited to bring a new multi-purpose venue to the City of Lawrenceville that will be located at 575 W. Pike Street; Suite 21 in the Township Village Shopping Center. The venue will be a chic, modern, and versatile space designed to accommodate a variety of venue needs from networking events, small business expos, 501(c)3 fundraisers, retirement celebrations, corporate meetings and conferences to intimate micro weddings, anniversaries, little league sports banquets, bar mitzvahs, and other celebrations. The space will feature venue rental, decor, audiovisual equipment, customizable layouts of tables and chairs, and ample parking. Our mission is to create a welcoming atmosphere that is inclusive for the residents, businesses, and other community members. Our goal is to provide excellent customer service and we aim to become the go-to space for creatives. The Nexxt Space is a majority women owned LLC who have been passionate about event planning, design, and execution for as long as we can remember. We are turning our decades-long passion projects into our purpose. However, we now know it's not just a passion—it's our calling.

MARKET ANALYSIS

The event space industry is rapidly growing. The market is expected to grow exponentially (billions) by 2028. The market is driven by the increasing demand for event spaces for corporate meetings, conferences, and social events. The market is also driven by the increasing demand for convenience, with more people looking for a one-stop shop for their event needs.

COMPETITIVE ANALYSIS

The event space industry is very competitive. However, our competitive edge lies in our ability to provide a unique and memorable experience for our clients, while providing an affordable and convenient solution for their event needs. In addition, this industry has continued to show exponential growth despite any fluctuations in the economy.

MARKETING PLAN

The Nexxt Space's marketing plan will focus on creating visibility and awareness of our brand and services. We will utilize a variety of marketing strategies, including digital marketing, social media marketing, and

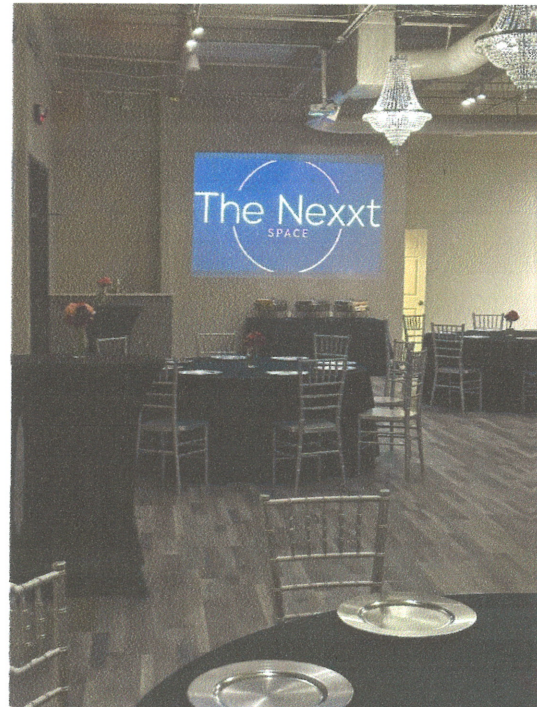
traditional marketing. We will also focus on building relationships with neighboring businesses, event planners, and other industry professionals and building corporate partnerships to increase our visibility, including a ribbon cutting with the Gwinnett Chamber of Commerce, an opening event for industry professionals, and participating in and hosting small business networking events.

FINANCIAL PLAN

The Nexxt Space primary revenue drivers will be the venue services offered. The revenue will be derived from renting the space itself and rental of event furniture and decor. The cost drivers will be marketing costs, utilities, and rent.

The success of The Nexxt Space will be driven by the following: location, affordability, modern design elements, and excellent customer service. The Nexxt Space will provide guidance to our clients from idea conception to event execution. We look forward to serving and working alongside members of the community.

THE NEXXT SPACE – INTERIOR PICTURE





GWINNETT COUNTY

CERTIFICATE OF OCCUPANCY

PERMIT NUMBER: TNC2023-01928



BUILDING ADDRESS: 575 WEST PIKE ST 21, LAWRENCEVILLE, GA 30046

BUILDING NUMBER:

SUITE NUMBER: 21

CITY: LAWRENCEVILLE

BUILDING/TENANT AREA:

ZIP CODE: 30046

TYPE OF WORK: Tenant Change

PARCEL NUMBER: 5144 001

BUILDING/TENANT KNOWN AS: THE NEXT SPACE

OFFICE OF THE FIRE MARSHAL

Department of Fire and Emergency Services

NFPA OCCUPANCY CLASSIFICATION: Assembly

ADDITIONAL COMMENTS:

OCCUPANT LOAD: 88

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of the applicable laws, rules and regulations, codes, standards and ordinances for the uses and occupancy specified. This Certificate of Occupancy shall be made null and void if change of use, occupancy, or physical alterations, additions, renovations, or a fire or destructive event of serious consequence, or other hazard(s) identified. This document shall be available for inspection at the building at all reasonable times.

The Fire Marshal is authorized to, in writing, suspend or revoke this Certificate of Occupancy under the provisions of the Gwinnett County Code of Ordinances, Chapter 42, when it is determined that the premises described herein or portion thereof is in violation of any applicable law, rules and regulations, codes, standards, and ordinances or any provision thereof.

This inspection or permitting of any building, structure or plan under the requirements of the codes shall not be construed in any court as a warranty of the physical condition of such building or the adequacy of such plan. No jurisdiction nor any employee thereof shall be liable in court for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failures of any component of such building, which may occur subsequent to such inspection or permitting.

ISSUED BY: JASTRICKLAND

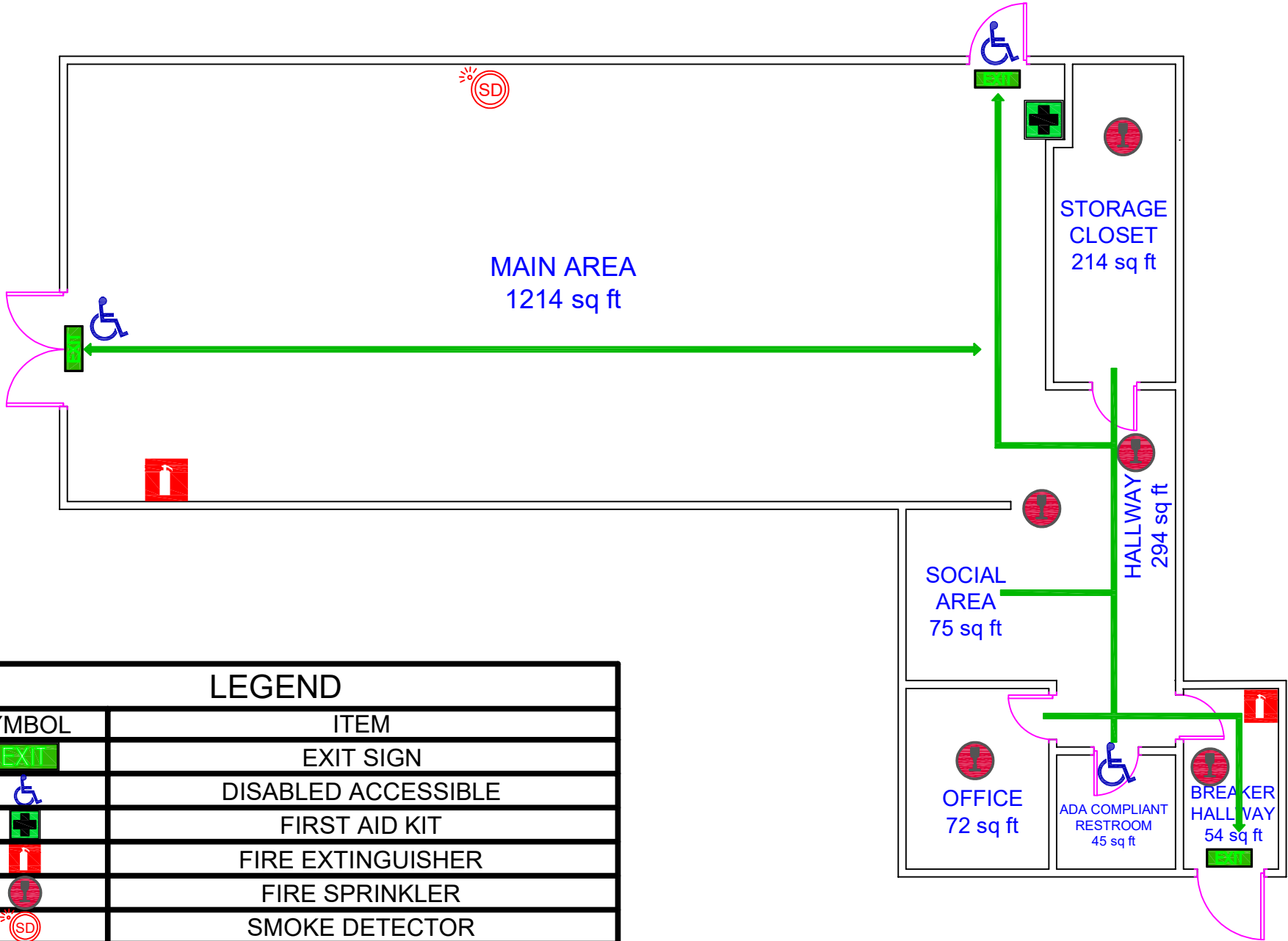
TITLE: Inspector

DATE ISSUED: 9/18/2023

SIGNATURE: JASTRICKLAND

408 Hurricane Shoals Road, Lawrenceville, Ga 30045
Office: (678) 518-4980, Fax: (678) 518-4901, Inspection Request: (678) 518-6277
www.gwinnettfiremarshal.com

POST IN A CONSPICUOUS PLACE AT THE MAIN ENTRANCE TO THE PREMISES



LEGEND

SYMBOL	ITEM
	EXIT SIGN
	DISABLED ACCESSIBLE
	FIRST AID KIT
	FIRE EXTINGUISHER
	FIRE SPRINKLER
	SMOKE DETECTOR

BK 49261 PG 0062

FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

09 JAN 29 PM 3: 48

TOM LAWLER, CLERK

301120 -22

PT-61 # 067-2009-002087
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ NONE
TOM LAWLER CLERK OF
SUPERIOR COURT

Return to:

LINDA CHAN
105 Morton Manor Court
Alpharetta, Ga. 30202

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, is made this 2nd day of January, 2009 between **SIMON CHAN AKA KWOK CHEUNG CHAN AND LINDA CHAN AKA FUNG YING CHAN**, resident of the **State of Georgia**, as party or parties of the first part, hereinafter called Grantor, and **LINDA CHAN AKA FUNG YING CHAN**, resident of the **State of Georgia**, as party or parties of the second part, hereinafter called Grantee.

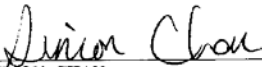
WITNESSETH that Grantor, for and in consideration of the sum of ten dollar (\$10.00) and for other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby release, remise and forever **QUITCLAIM** unto the said Grantee all of Grantor's right, title and interest in and to the following-described premises, with the hereditaments and appurtenances thereto appertaining, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 144 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.:


TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any individual nor entity claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:



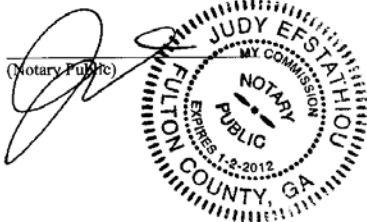
SIMON CHAN (Seal)



(Unofficial witness)



LINDA CHAN (Seal)


(Notary Public)

0007204

12

BK 49261 PG 0063

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 144 of the 5th District of Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at the point of intersection of the northeasterly right-of-way line of Georgia Highway No. 120 with the line dividing the 5th District and the 7th District of Gwinnett County, Georgia; thence leaving said right-of-way line and running north 60 degrees 56 minutes 54 seconds east along said District line, 299.18 feet to a point; running thence north 61 degrees 04 minutes 07 seconds east along said District line, 142.80 feet to a point located on the southwesterly right-of-way line of Maltbie Street (a 60-foot right-of-way); running thence south 77 degrees 42 minutes 37 seconds east along the southwesterly right-of-way line of Maltbie Street, 386.80 feet to a point; thence leaving said right-of-way line and running south 61 degrees 04 minutes 37 seconds west, 562.55 feet to a point; running thence south 27 degrees 50 minutes 32 seconds east, 97.23 feet to an iron pin found; running thence south 61 degrees 49 minutes 08 seconds west, 180.23 feet to a point located on the northeasterly right-of-way line of Georgia Highway No. 120; running thence north 27 degrees 00 minutes 47 seconds west along the northeasterly right-of-way line of Georgia Highway No. 120, 349.23 feet to the **POINT OF BEGINNING**; and being a tract or parcel of land containing 3.86 acres, together with improvements thereon, all as more particularly shown on and described in accordance with a plat of survey prepared for Simon Chan by McClung Surveying, bearing the seal and certification of Perry E. McClung, Georgia Registered Land Surveyor No. 1541, dated July 2, 1996.




LAWRENCEVILLE

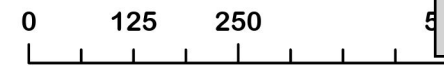
GEORGIA

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

File # SUP2023-00084

Applicant: Yhana Rouse

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










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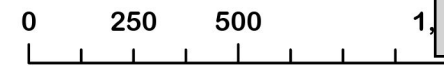
GEORGIA

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

File # SUP2023-00084

Applicant: Yhana Rouse

-  Subject Property
-  Parcels
-  Downtown Development Authority Boundary
-  County Maintained Streets
-  City Maintained Streets
















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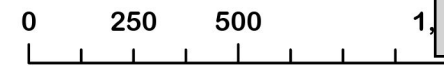
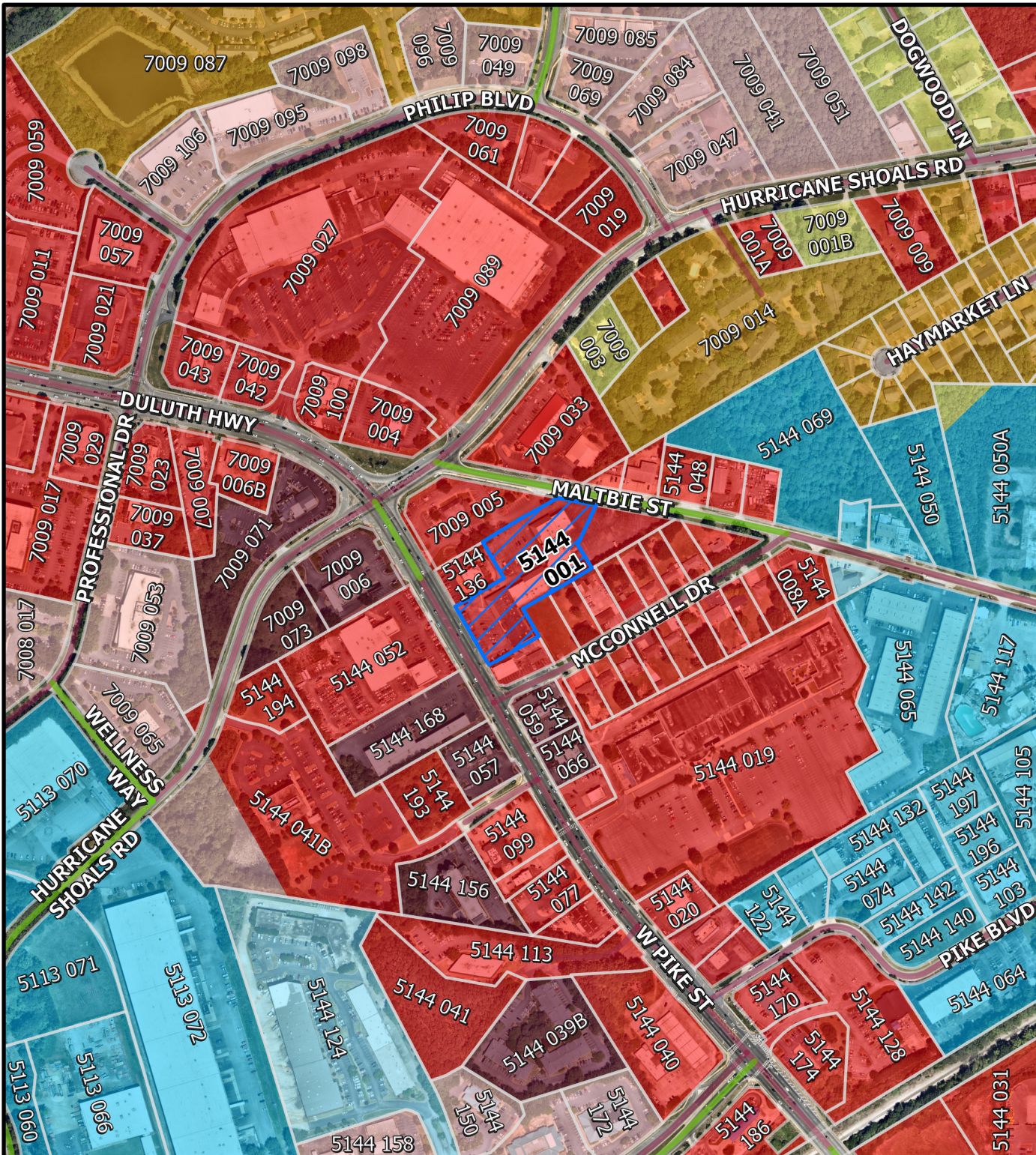
GEORGIA

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

File # SUP2023-00084

Applicant: Yhana Rouse

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  LM Light Manufacturing
 -  HM Heavy Manufacturing
 -  OI Office/Institutional
 -  RM-12 Multifamily Residential
 -  RS-150 Single-Family Residential





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

Item: SUP2023-00085; RJJ Development, LLC; 0 West Pike Street

Department: Planning and Development

Date of Meeting: Wednesday, December 13, 2023

Applicant Request: Approval of Request

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **To be provided at meeting**

Summary: The applicant requests a Special Use Permit for 0 West Pike Street (PIN: R5144 037) to allow a Self-Storage or Mini-Warehouse Facility. The subject property is a 5.22-acre parcel zoned BG (General Business District), located along the southern right-of-way of West Pike Street at the intersection of Pike Park Drive, just south of where West Pike Street crosses the CSX rail corridor.

Attachments/Exhibits:

- SUP2023-00085_RPRT_11212023
- SUP2023-00085_P&D RECO CNDS_11212023
- SUP2023-00085_APPLICATION_10092023
- SUP2023-00085_LETTER OF INTENT_10092023
- SUP2023-00085_LEGAL DESCRIPTION_10092023
- SUP2023-00085_SURVEY_10092023
- SUP2023-00085_SITE PLAN 1_10092023

- SUP2023-00085_SITE PLAN 2_10262023
- SUP2023-00085_BUILDING RENDERING_10262023
- SUP2023-00085_LANDSCAPE RENDERING_10262023
- SUP2023-00085_MAP AERIAL ZOOMED IN
- SUP2023-00085_MAP AERIAL ZOOMED OUT
- SUP2023-00085_ZONING ZOOMED IN
- SUP2023-00085_ZONING ZOOMED OUT



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Planning & Development

CASE NUMBER: SUP2023-00085

OWNER: DAVID ENGLAND

APPLICANT: RJJ DEVELOPMENT, LLC

CONTACT: WAYLON HOGE – 770.601.6879

LOCATION(S): 0 WEST PIKE STREET

PARCEL ID(S): R5144 037

APPROXIMATE ACREAGE: 5.22

ZONING PROPOSAL: TO ALLOW SELF-STORAGE AS A SPECIAL USE

PROPOSED DEVELOPMENT: SELF-STORAGE OR MINI WAREHOUSE FACILITY

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

VICINITY MAP





LAWRENCEVILLE

Planning & Development

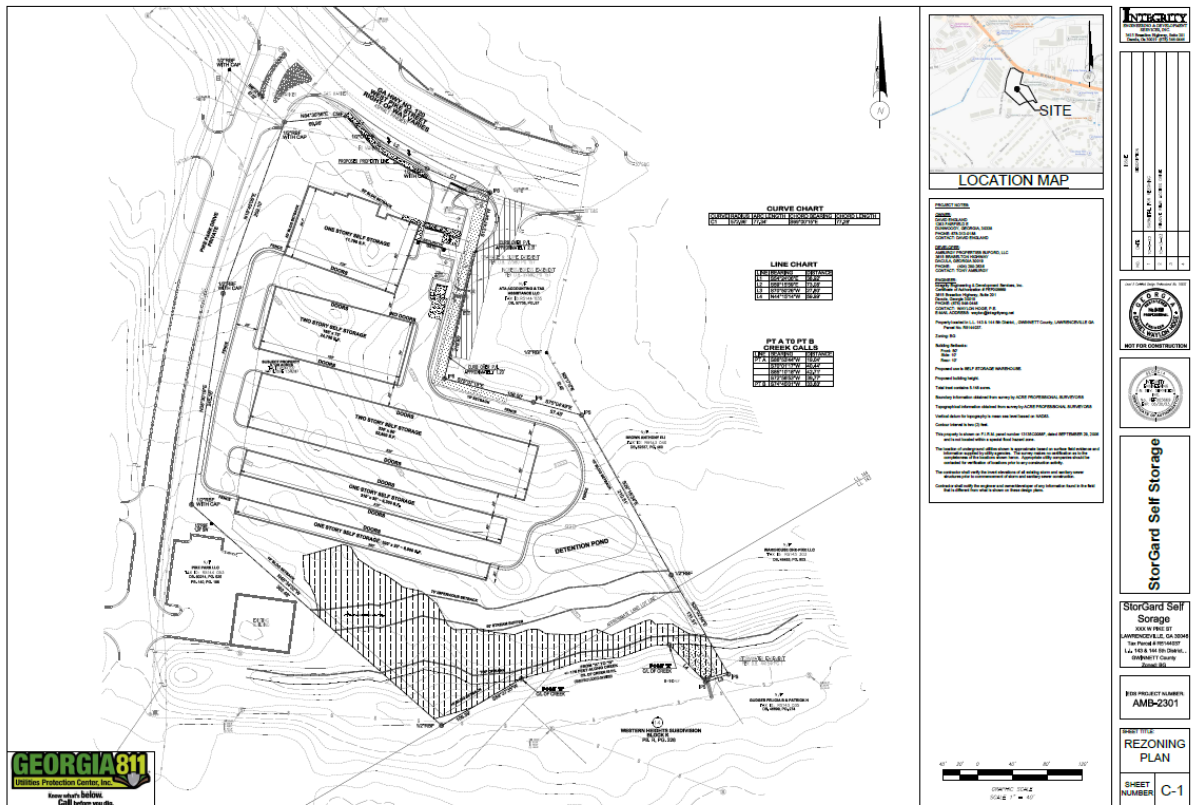
ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1960, the earliest record on file for the parcel.

PROJECT SUMMARY

The applicant requests a Special Use Permit for 0 West Pike Street (PIN: R5144 037) to allow a Self-Storage or Mini-Warehouse Facility. The subject property is a 5.22-acre parcel zoned BG (General Business District), located along the southern right-of-way of West Pike Street at the intersection of Pike Park Drive, just south of where West Pike Street crosses the CSX rail corridor.

PROPOSED SITE PLAN





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ZONING AND DEVELOPMENT STANDARDS

The property is currently undeveloped.

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

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	No Minimum	227,383 sq. ft.	NA
Minimum Lot Width	No Minimum	~205 feet	NA
Minimum Front Yard Setback	50 feet	50 feet	NA
Minimum Rear Yard Setback	10 feet	10 feet	NA
Minimum Side Yard Setback	10 feet	10 feet	NA
Impervious Surface Coverage	95%	NA	NA
Maximum Building Height	35 feet	NA	NA

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Self-Storage or Mini-Warehouse Facility	Special Use Permit	Special Use Permit	Approval with Conditions

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.71 Self-Storage and Mini-Warehouse Facilities reads as follows:

- A. Self-Storage and Mini-Warehouse Facilities shall meet the following restrictions and design standards:
 1. Storage units shall not be used for manufacturing, retail, or wholesale selling, office, other business or service use, or human habitation.
 2. Site access shall not be onto roadways classified as local residential streets.



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3. *Outdoor speakers or sound amplification systems shall be prohibited.*
4. *Such a facility may include one accessory manager's office/apartment which is clearly subordinate to the primary use of the facility for warehousing purposes.*
5. *Provide adequate loading and unloading areas outside of fire lanes, required parking lanes, and travel lanes.*
6. *Access to all storage units shall be from the interior of the main building. No access to a storage unit shall lead directly to the exterior of the building.*
7. *No outdoor storage of any type shall be allowed at the facility.*

The proposed development is an approximately 104,640 square foot self-storage facility split among two (2) two-story buildings totaling 77,750 square feet and three (3) one-story buildings totaling 27,090 square feet. Some units will be climate-controlled, others will not. The number of units was not provided in the proposal, but assuming 150 square feet per unit, the development will contain approximately 700 storage units.

The development will be accessed by a new driveway located on West Pike Street and the buildings are arranged to restrict the view of overhead doors from the right-of-way. The leasing office will be served with seven (7) parking spaces along West Pike Street. Seven parking spaces is too few according to Article 5 of the Zoning Ordinance; the parking requirement for self-storage facilities is one (1) space per ten (10) units. With approximately 700 proposed units, such a development would require seventy (70) parking spaces. As such, a variance will be required to reduce the parking requirement.

SURROUNDING ZONING AND USE

The immediate surrounding area consists of a mix of commercial, residential, and light industrial uses and zoning. The adjacent parcels along both sides of West Pike Street are used for commercial/retail and are similarly zoned BG (General Business District). The parcels alongside Pike Park Drive directly to the west and southwest of the property are zoned LM (Light Manufacturing) and contain uses such as distribution facilities and self-storage warehouses; there is also an LM property

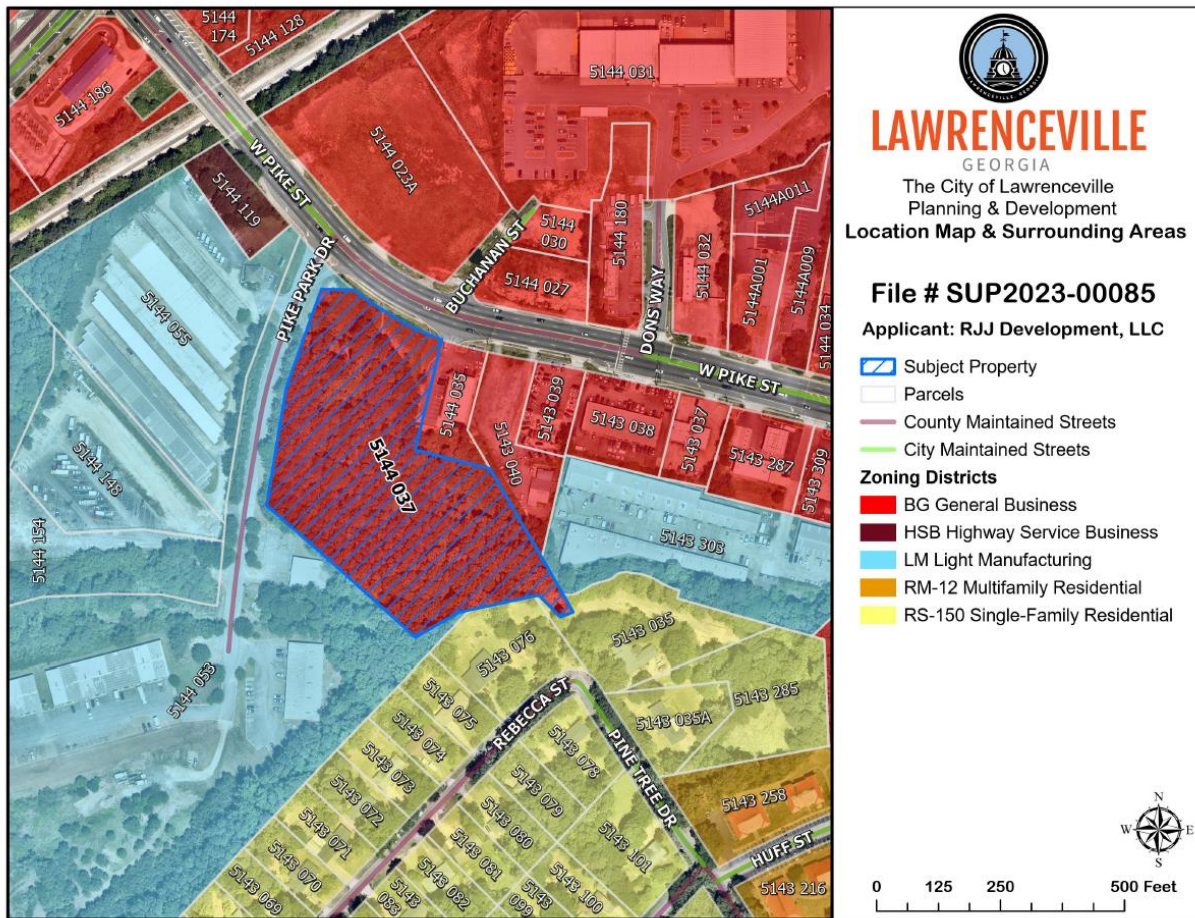


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directly to the east. Finally, the Western Heights residential subdivision abuts the property to the south and is zoned RS-150 (Single-Family Residential).

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



2040 COMPREHENSIVE PLAN

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Community Mixed Use Character Area. The Community Mixed Use character area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown and could benefit from the “halo effect” of

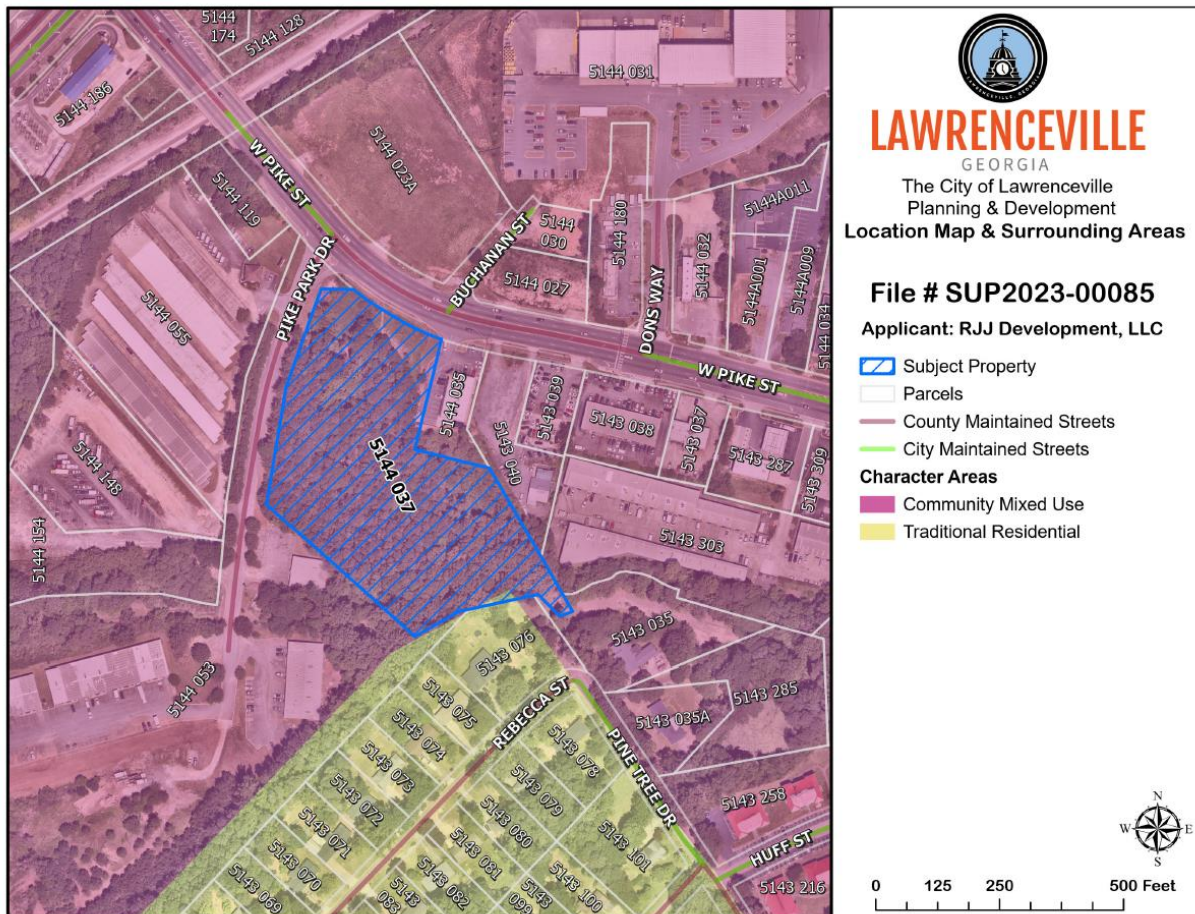


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high-quality development already happening nearby. For this to happen, heavy industrial and noxious uses would need to relocate, and dumping and other poor environmental practices must be eliminated.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN - FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

If properly conditioned, the proposed development could meet the Department’s minimum standards; given the development’s proximity to the Downtown area, special care needs to be taken to ensure that the development meets or exceeds minimum architectural and parking standards. In terms of location, a self-storage facility would be congruent with existing uses of the general area and such a use



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would not be out of place in the Community Mixed Use character area, as outlined in the 2040 Comprehensive Plan. Furthermore, in 2016, the City Council approved a Special Use Permit for a self-storage facility in BG zoning district at 840 Scenic Highway, see SU-16-16. For all these reasons, the Department recommends **APPROVAL WITH CONDITIONS** of the proposal.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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

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

As proposed, the plan would be suitable given the presence of other self-storage and warehouse facilities in the general area.

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

No.

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

The property has reasonable economic use as currently zoned.

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

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

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

Yes; the Community Mixed Use character area includes a wide diversity and intensity of uses adjacent to Lawrenceville's Downtown core.

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

There is precedent for City Council's approval of such special uses in BG zoning districts; see SU-16-16. Additionally, there are already self-storage warehouses in the immediate area.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2023-00085_11222023

Approval of Special Use Permit for a Self-Storage or Mini-Warehouses Facility, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** A Self-Storage Facility not exceeding 104,640 square feet in gross floor area and/or 700 storage units.
 - B.** The development shall be in general accordance with the site plan titled “Rezoning Plan for StorGard Self Storage, prepared for Amburgy Properties Buford, LLC, prepared by Integrity Engineering & Development Services, Inc.,” revised October 13, 2023. Final approval shall be subject to the review and approval of the Director of the Planning and Development Department.
 - C.** The design of the façade along West Pike Street shall meet minimum architectural standards and shall be clad in brick, in accordance with the proposed rendering submitted. Final approval shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** Roll up doors for storage units shall not be visible from the right-of-way of West Pike Street.
 - E.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
 - F.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - G.** Outdoor storage shall be prohibited.
 - H.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within seventy-two (72) hours.
- 2.** To satisfy the following site development considerations:
 - A.** The development shall be constructed in conformity with the City of

Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.

- B.** The building shall maintain its character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion of the existing footprint shall be prohibited.
 - C.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
 - D.** Provide a ten (10) foot landscape strip adjacent to public right-of-way. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - E.** Provide a five (5) foot landscape strip adjacent to interior property lines and private access easement or drives. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - F.** Provide a five (5) foot concrete sidewalk adjacent to public right-of-way.
 - G.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or public right-of-way.
 - H.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- 3.** The following variances are requested:
- A.** A variance from the Zoning Ordinance, Article 5, Section 508 Number of Off-Street Parking Spaces allows for the reduction of the required number of parking spaces from seventy (70) to seven (7) spaces.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2023-00085_12042023

Additions – **BOLD**

Deletions - ~~Strikethrough~~

Approval of Special Use Permit for a Self-Storage or Mini-Warehouses Facility, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** A Self-Storage Facility not exceeding ~~104,640~~ **110,000** square feet in gross floor area and/or 700 storage units.
 - B.** The development shall be in general accordance with the site plan titled “Rezoning Plan for StorGard Self Storage, prepared for Amburgy Properties Buford, LLC, prepared by Integrity Engineering & Development Services, Inc.,” revised October 13, 2023. Final approval shall be subject to the review and approval of the Director of the Planning and Development Department.
 - C.** The design of the façade along West Pike Street shall meet minimum architectural standards and shall be clad in brick, in accordance with the proposed rendering submitted. Final approval shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** Roll up doors for storage units shall not be visible from the right-of-way of West Pike Street.
 - E.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
 - F.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - G.** Outdoor storage shall be prohibited.
 - H.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within seventy-two (72) hours.
- 2.** To satisfy the following site development considerations:

- A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - B.** The building shall maintain its character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion of the existing footprint shall be prohibited.
 - C.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
 - D.** Provide a ten (10) foot landscape strip adjacent to public right-of-way. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - E.** Provide a five (5) foot landscape strip adjacent to interior property lines and private access easement or drives. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - F.** Provide a five (5) foot concrete sidewalk adjacent to public right-of-way.
 - G.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or public right-of-way.
 - H.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- 3.** The following variances are requested:
- A.** A variance from the Zoning Ordinance, Article 5, Section 508 Number of Off-Street Parking Spaces allows for the reduction of the required number of parking spaces from seventy (70) to seven (7) spaces.



LAWRENCEVILLE

GEORGIA

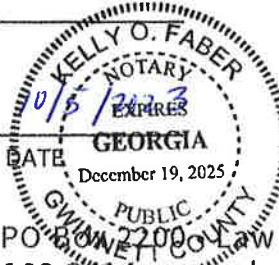
SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>RJJ Development, LLC</u>	NAME: <u>David England</u>
ADDRESS: <u>3615 Braselton Hwy STE 201</u>	ADDRESS: <u>1263 Fairfield E</u>
CITY: <u>Dacula</u>	CITY: <u>Dunwoody</u>
STATE: <u>GA</u> ZIP: <u>30019</u>	STATE: <u>GA</u> ZIP: <u>30338</u>
PHONE: <u>678-546-0446</u>	PHONE: <u>678-313-0188</u> 678-314-0188
CONTACT PERSON: <u>Waylon Hoge</u> PHONE: <u>770-601-6879</u>	
CONTACT'S E-MAIL: <u>waylon@integrityeng.net</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>5.148</u>	
PARCEL NUMBER(S): <u>R5144 037</u>	
ADDRESS OF PROPERTY: <u>XXX W Pike St Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Self Storage Facility</u>	

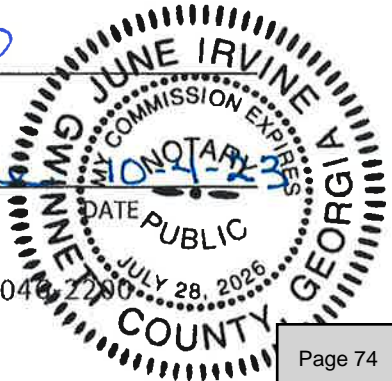
Tony Amburgy 10/5/2023
 SIGNATURE OF APPLICANT DATE
 TONY AMBURGY
 TYPED OR PRINTED NAME

David England 10/5/23
 SIGNATURE OF OWNER DATE
 DAVID ENGLAND
 TYPED OR PRINTED NAME

Kelly Faber
 NOTARY PUBLIC



June Irvine
 NOTARY PUBLIC





LAWRENCEVILLE GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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



LAWRENCEVILLE GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 143, 144 - R9144 037
 (Map Reference Number) District Land Lot Parcel

[Signature] 10/4/23
 Signature of Applicant Date

WAYCON HOGE - INTEGRITY ENGINEERING & DEVELOPMENT SERVICES, INC. - PRESIDENT
 Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

[Signature] TSA II
 NAME TITLE

10/4/2023
 DATE

Current for 2022 taxes

October 5th 2023

City of Lawrenceville Planning & Development
70 S Clayton Street
Lawrenceville, GA 30046

RE: Letter of Intent
Special Use Application
W Pike St
Land Lots 143 and 144
Parcel # R5144 037

To whom it may concern,

The applicant, RJ Development, LLC on behalf of the owner, David England, hereby submits this special use permit application for the development of the subject property. The applicant is requesting a special use permit to allow for the construction of a self-storage facility containing climate and non-climate-controlled units.

The subject property contains 5.148 acres and lies on the south side of West Pike Street. The property is currently undeveloped. The developer intends to develop the property and construct three (3) one-story buildings totaling 27,090 square feet and two (2) two-story buildings totaling 77,550 square feet for a total of 104,640 square feet. The property is planned to be accessed by a driveway located on West Pike Street and a driveway to Pike Park Drive. A total of 7 parking spaces are proposed for the sales office. The buildings have been arranged to restrict the view of overhead doors from the right of way.

Attached to the Special Use Permit application are the boundary survey, legal description, and proposed site plan. Please do not hesitate to contact me should you have any questions or require any further information or documentation. The Applicant respectfully requests your consideration of this application.

Sincerely,
Integrity Engineering & Development Services, Inc.



Waylon Hoge, P.E.
President

Legal Description

All that tract or parcel of land lying and being in Land lots 143 and 144, of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

BEGINNING at a concrete monument found at the intersection of easterly right of way of Pike Park Drive (aka Plant Road) (apparent 80' right of way) (private drive) and the southerly right of way of GA Highway 120 (aka West Pike Street) (right of way varies), said point being the **POINT OF BEGINNING**;

THENCE along the right of way of West Pike Street the following three (3) courses and distances South 54 degrees 24 minutes 06 seconds East for a distance of 38.92 feet to a ½ inch open top pipe; THENCE South 59 degrees 15 minutes 59 seconds East for a distance of 73.08 feet to a ½ inch rebar found with cap; THENCE along a curve turning to the left having a radius of 572.96 feet, an arc length of 77.34 feet and being subtended by a chord having a bearing of South 69 degrees 00 minutes 15 seconds East for a distance of 77.28 feet to an iron pin set; THENCE leaving the said right of way South 13 degrees 47 minutes 54 seconds West for a distance of 219.85 feet to an iron pin set; THENCE South 75 degrees 07 minutes 15 seconds East for a distance of 106.00 feet to an iron pin set; THENCE South 75 degrees 04 minutes 49 seconds East for a distance of 57.45 feet to an iron pin set; THENCE South 29 degrees 16 minutes 34 seconds East for a distance of 210.51 feet to a ½ inch rebar found; THENCE South 30 degrees 02 minutes 58 seconds East for a distance of 131.51 feet to an iron pin set; THENCE South 70 degrees 50 minutes 26 seconds West for a distance of 27.80 feet to an iron pin set; THENCE North 44 degrees 15 minutes 14 seconds West for a distance of 59.99 feet to the centerline of a creek; THENCE along the centerline of a creek the following five (5) courses and distances South 86 degrees 53 minutes 44 seconds West for a distance of 19.04 feet to a point; THENCE South 70 degrees 01 minutes 17 seconds West for a distance of 40.44 feet to a point; THENCE South 85 degrees 10 minutes 18 seconds West for a distance of 42.71 feet to a point; THENCE South 72 degrees 56 minutes 53 seconds West for a distance of 39.77 feet to a point; THENCE South 74 degrees 45 minutes 01 seconds West for a distance of 33.63 feet to a point; THENCE leaving the centerline of a creek South 59 degrees 37 minutes 35 seconds West for a distance of 106.39 feet to a ½ inch rebar found; THENCE North 48 degrees 34 minutes 32 seconds West for a distance of 383.48 feet to a ½ inch rebar found with cap; THENCE North 08 degrees 30 minutes 19 seconds East for a distance of 245.16 feet to a ½ inch rebar found with cap; THENCE North 19 degrees 45 minutes 06 seconds East for a distance of 209.10 feet to a ½ inch rebar found with cap; THENCE North 84 degrees 35 minutes 56 seconds East for a distance of 69.96 feet to a concrete monument found on the right of way of West Pike Street, said point being the **POINT OF BEGINNING**.

The above described tract contains 5.148 Acres

BOUNDARY RETRACEMENT SURVEY

EXISTING TAX PARCEL R5144 037
 LOCATED LAND LOTS 143 & 144 OF THE 5TH LAND DISTRICT
 CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

TEXT LEGEND

C/L CENTERLINE
 CUBB CURB & GUTTER
 CMH CONCRETE MARKER
 R.C.P. REINFORCED CONCRETE PIPE
 O.C.P. OBSOLETE METAL PIPE
 SPT. SPOUT ELEVATION
 ELEV. ELEVATION
 F.F. FINISHED FLOOR ELEVATION
 L.O.S. LOWEST POINT SOUND
 L.P.S. LOWEST POINT SOUND
 L.P.S. LAND POINT FORMERLY
 P.P.L. PROPERTY LINE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 R.O.C. RIGHT OF CREEK
 W.M. WATER METER
 W.V. WATER VALVE
 F.E.S. FLARED END STRUCTURE
 S.S.M.H. SANITARY SEWER MANHOLE
 G.W. GUY WIRE

BOUNDARY DEED REFERENCE: D.B. 6987, PG. 86
 PLAT REFERENCES: P.B. 54 PG. 238 & P.B. 94, PG. 89

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SURVEYOR CERTIFICATION
 THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Joseph P. Brewer
 Joseph P. Brewer Ga. RLS #3209 9-15-2023

Legal Description

All that tract or parcel of land lying and being in land lots 143 and 144, of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

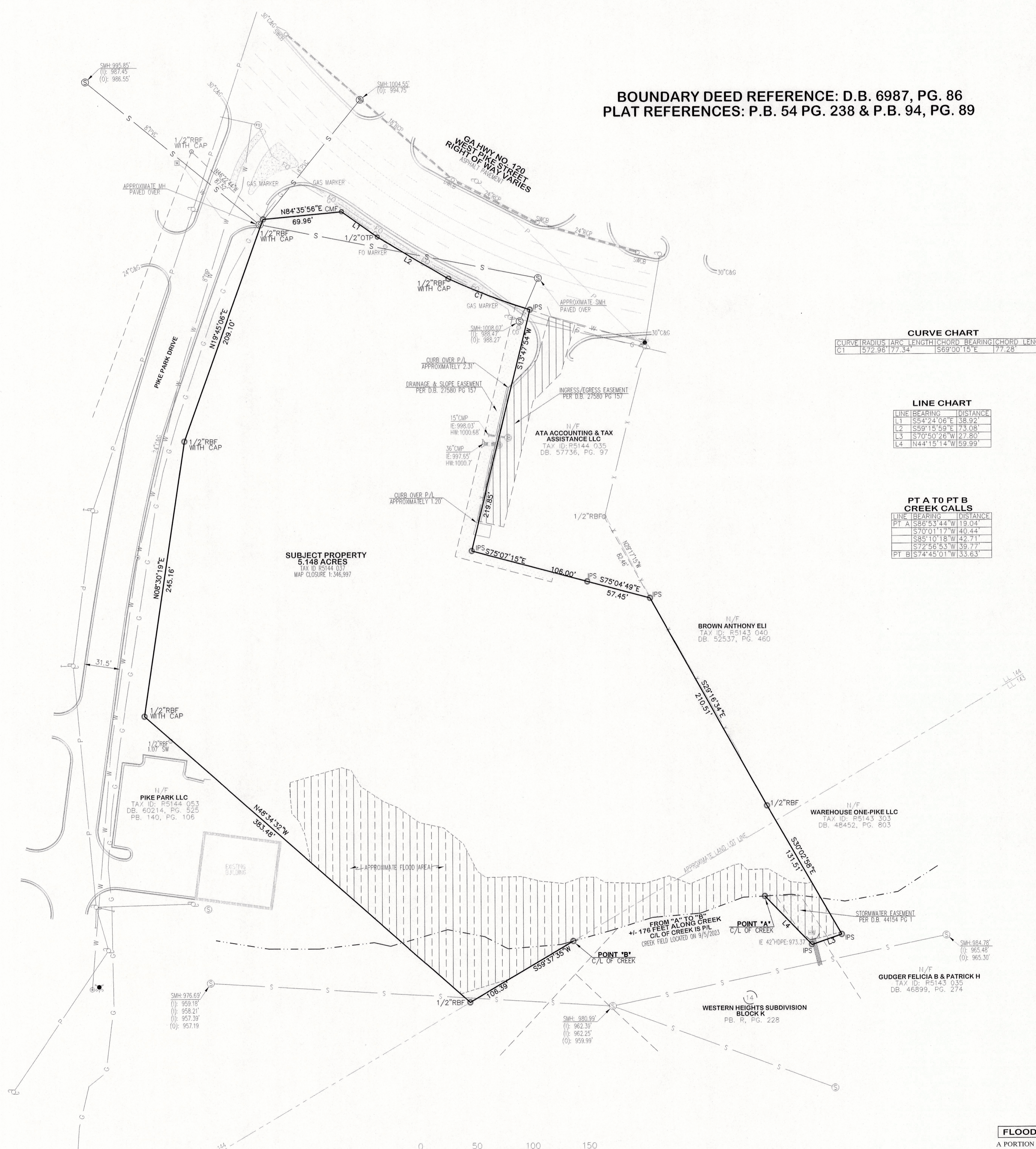
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The above described tract contains 5.148 Acres

SURVEYOR'S NOTES

1. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS REPORTED HEREON WAS A CARLSON BRX7 MULTI-FREQUENCY GPS BASE AND ROVER SYSTEM.
2. THE RELATIVE POSITIONAL TOLERANCE OF ALL FIELD LOCATED SURVEY POINTS USED IN THE PREPARATION OF THIS PLAT IS 0.04' HORIZONTAL AND 0.07' VERTICAL AT THE 95% CONFIDENCE LEVEL.
3. THE HORIZONTAL DATUM FOR WHICH THIS SURVEY IS BASED WAS OBTAINED BY THE USE OF GPS. A CARLSON NETWORK RTK ROVER WAS USED TO COLLECT CORRECTED MEASUREMENTS REPORTED BY A REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC.
4. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE.
5. THE BEARING BASIS USED TO PREPARE THIS PLAT IS BASED UPON NAD-83, GEORGIA STATE PLANE, WEST ZONE COORDINATES. ALL DIRECTIONS AND DISTANCES SHOWN HEREON ARE A GROUND LEVEL PROJECTION OF THE SYSTEM.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT AND EASEMENTS MAY AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.



CURVE CHART

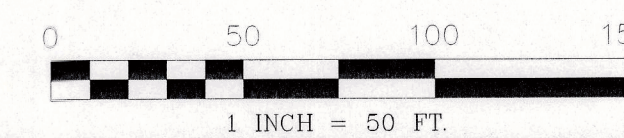
CURVE	RADIUS	ARC LENGTH	CHORD	BEARING	CHORD LENGTH
C1	572.96	77.34	77.28	S69°00'15"E	177.28

LINE CHART

LINE	BEARING	DISTANCE
L1	S54°24'06"E	38.92
L2	S59°15'59"E	73.08
L3	S75°07'15"E	219.85
L4	N44°15'14"W	59.99

PT A TO PT B CREEK CALLS

LINE	BEARING	DISTANCE
PT A	S86°53'44"W	19.04
L1	S70°51'17"W	40.44
L2	S85°10'18"W	42.71
L3	S72°56'53"W	39.77
PT B	S74°45'01"W	33.63



FLOOD NOTE

A PORTION OF THE SUBJECT PROPERTY LIES IN A DESIGNATED SPECIAL FLOOD HAZARD AREA PER GWINNETT COUNTY FEMA FLOOD MAP NUMBER 13135C0073F, DATED 9-29-2006. THE PROPERTY LIES IN A FLOOD ZONE "A" AND IS DEPICTED HEREON BY SCALED PLOTTING ONLY.

BOUNDARY RETRACEMENT SURVEY FOR: **INTEGRITY ENGINEERING**

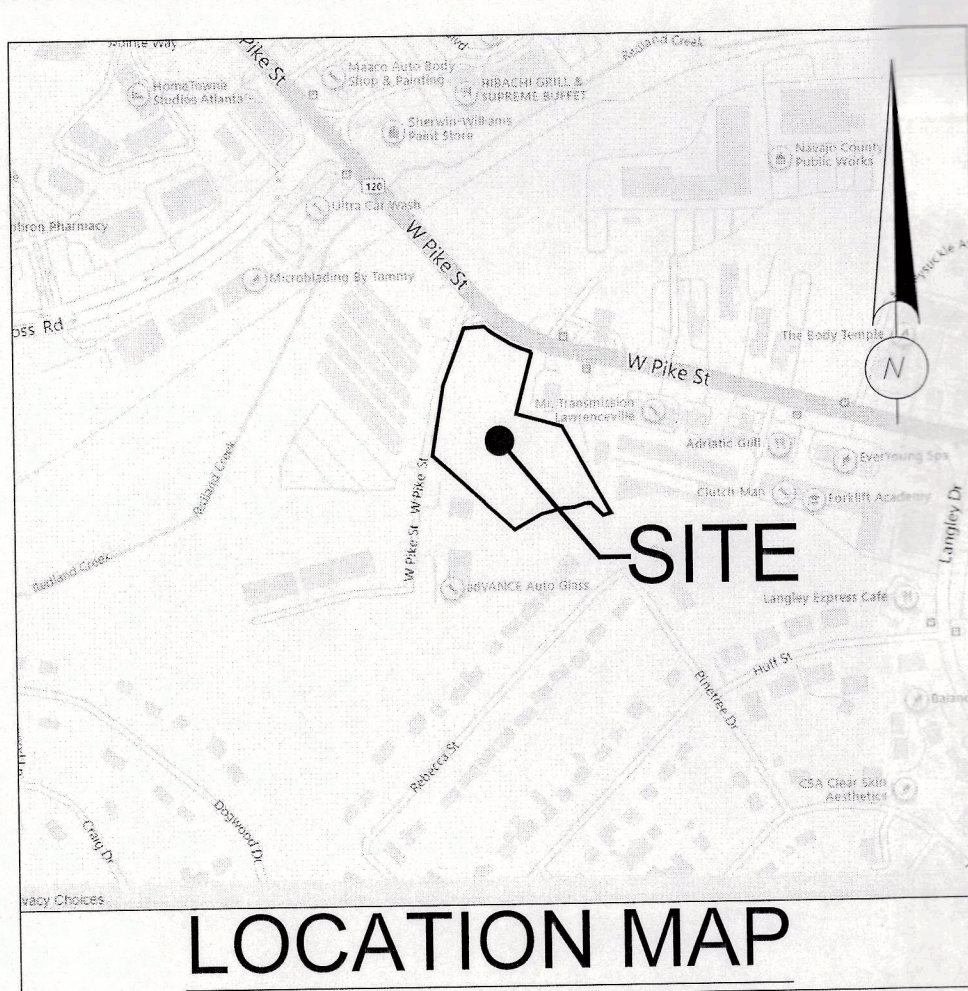
SHEET:
1 OF 1

PREPARED BY:
acre
 PROFESSIONAL SURVEYORS
 A Georgia Land Surveying Firm: LSF# 001105
 ACRE GROUP, INC.
 139 W WASHINGTON STREET | MADISON | GEORGIA 30650 | 706.431.4990



NO.	DATE:	REVISION:

SURVEY INFORMATION:
 DATE: 9/15/2023 LAND LOTS: 143 & 144 DISTRICT: 5TH CITY: LAWRENCEVILLE
 COUNTY: GWINNETT SCALE: 1"=50' DRAWN BY: J. BENNETT
 JOB NUMBER: 22-781 DATE OF FIELD WORK: 9/15/2023



PROJECT NOTES:

OWNER:
DAVID ENGLAND
1263 FAIRFIELD E
DUNWOODY, GEORGIA, 30338
PHONE: 678-313-0188
CONTACT: DAVID ENGLAND

DEVELOPER:
AMBURGY PROPERTIES BUFORD, LLC
3615 BRASELTON HIGHWAY
Dacula, Georgia 30019
PHONE: (404) 290-2636
CONTACT: TONY AMBURGY

ENGINEER:
Integrity Engineering & Development Services, Inc.
Certificate of Authorization # PFE006669
3615 Braselton Highway, Suite 201
Dacula, Georgia 30019
PHONE: (678) 546-0446
CONTACT: WAYLON HOGE, P.E.
E-MAIL ADDRESS: waylon@integrityeng.net

Property located in L.L. 143 & 144 5th District, GWINNETT County, LAWRENCEVILLE GA
Parcel No: R5144037

Zoning: BG

Building Setbacks:
Front- 50'
Side- 10'
Rear- 10'

Proposed use is SELF STORAGE WAREHOUSE.

Proposed building height:

Total tract contains 5.148 acres.

Boundary information obtained from survey by ACRE PROFESSIONAL SURVEYORS

Topographical information obtained from survey by ACRE PROFESSIONAL SURVEYORS

Vertical datum for topography is mean sea level based on NAD83.

Contour interval is two (2) feet.

This property is shown on F.I.R.M. panel number 13135C0086F, dated SEPTEMBER 29, 2006 and is not located within a special flood hazard zone.

The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification as to the completeness of the locations shown hereon. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.

The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.

Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.

CURVE CHART

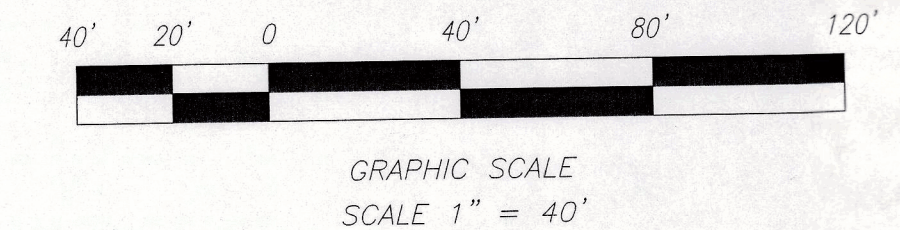
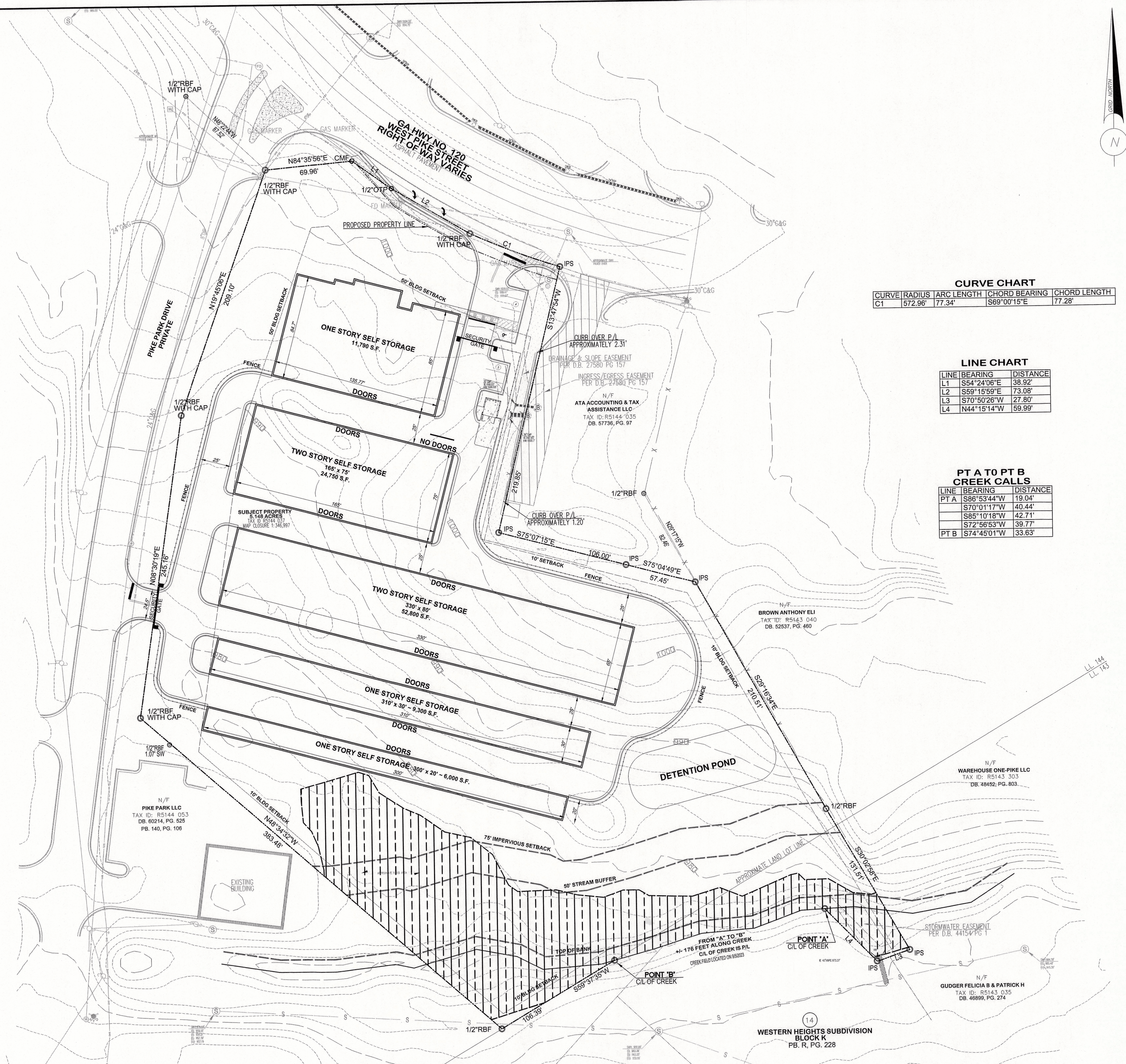
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C1	572.96'	77.34'	S69°00'15"E	77.28'

LINE CHART

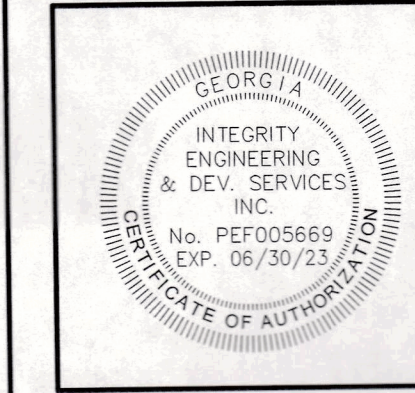
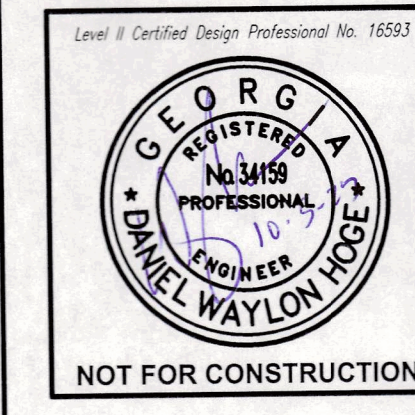
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ISSUE	DESCRIPTION
NO.	DATE
1	10-5-23
2	
3	
4	



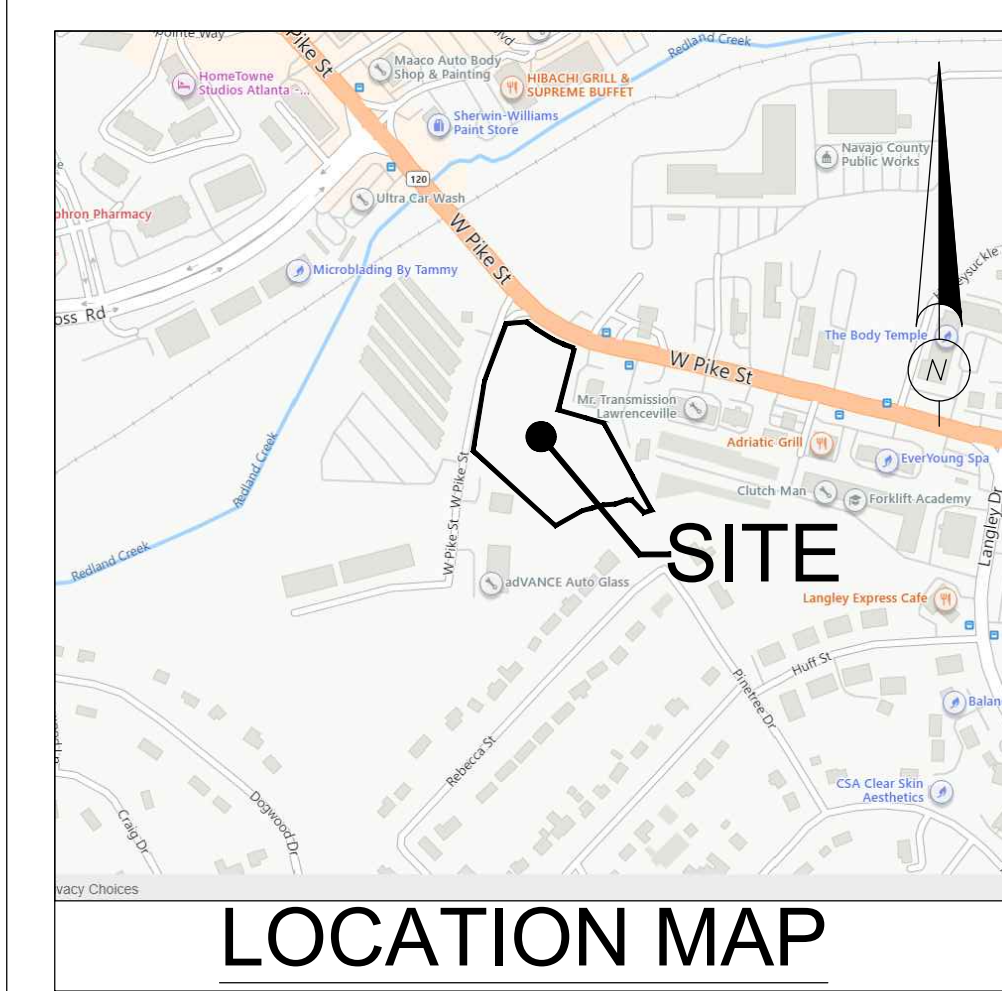
StorGard Self Storage

StorGard Self Storage
XXX W PIKE ST
LAWRENCEVILLE, GA 30046
Tax Parcel # R5144037
L.L. 143 & 144 5th District,
GWINNETT County
Zoned: BG

IEDS PROJECT NUMBER:
AMB-2301

SHEET TITLE:
REZONING PLAN

SHEET NUMBER
C-1



PROJECT NOTES:

OWNER:
DAVID ENGLAND
1283 FAIRFIELD E
DUNWOODY, GEORGIA, 30338
PHONE: 678-313-0188
CONTACT: DAVID ENGLAND

DEVELOPER:
AMBURGY PROPERTIES BUFORD, LLC
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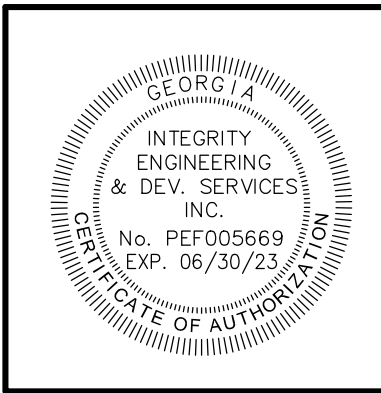
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Zoning: BG

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Proposed building height.
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Topographical information obtained from survey by ACRE PROFESSIONAL SURVEYORS
Vertical datum for topography is mean sea level based on NAD83.
Contour interval is two (2) feet.
This property is shown on F.I.R.M. panel number 13135C0088F, dated SEPTEMBER 29, 2006 and is not located within a special flood hazard zone.
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Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.

NO.	DATE:	DESCRIPTION
1	10-5-23	SUBMITTAL FOR REZONING
2	10-13-23	REMOVE REAR ACCESS DRIVE
3		
4		



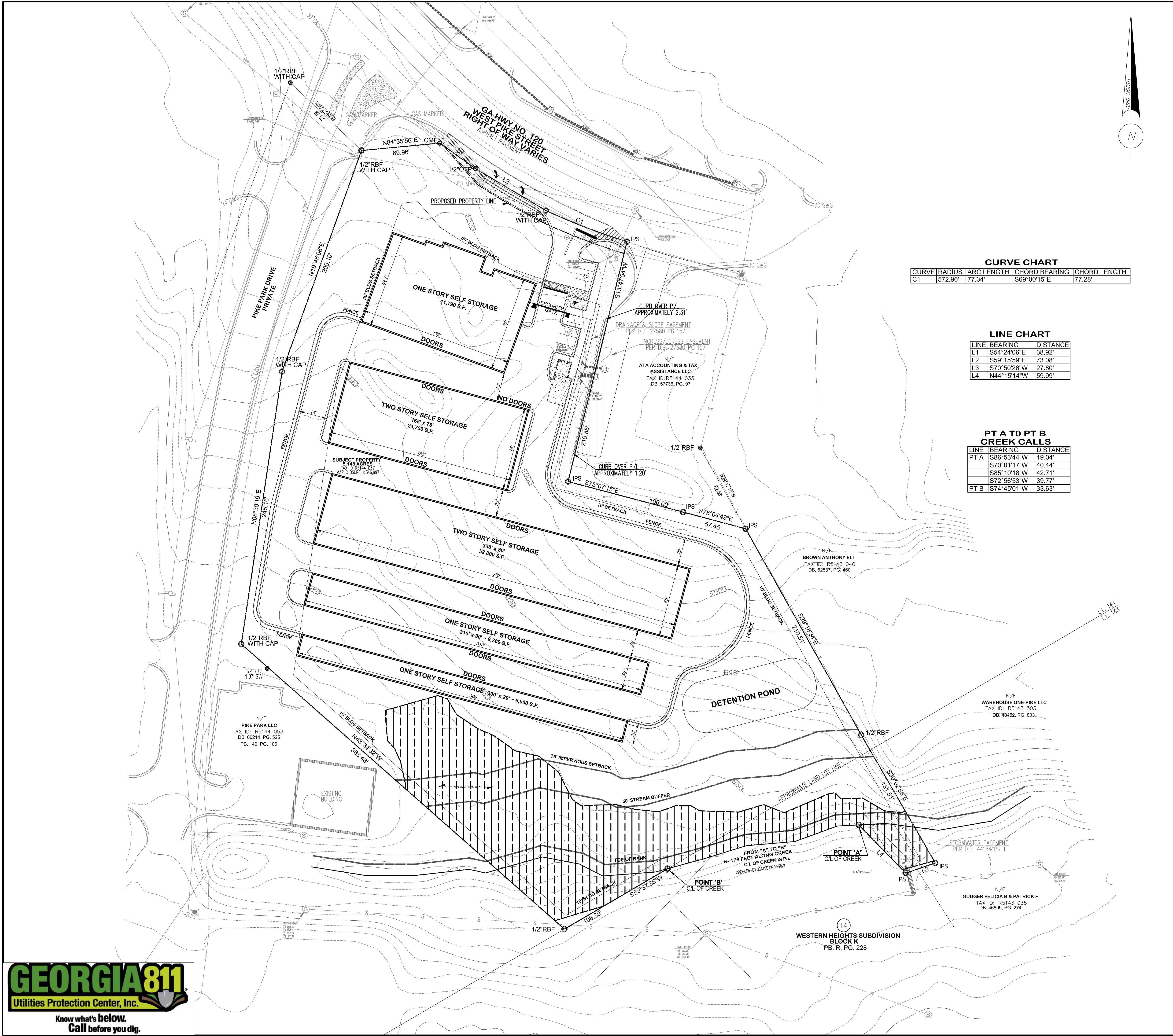
StorGard Self Storage

StorGard Self Storage
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LAWRENCEVILLE, GA 30046
Tax Parcel # R5144037
L.L. 143 & 144 5th District,
GWINNETT County
Zoned: BG

IEDS PROJECT NUMBER:
AMB-2301

SHEET TITLE:
REZONING PLAN

SHEET NUMBER **C-1**



CURVE CHART

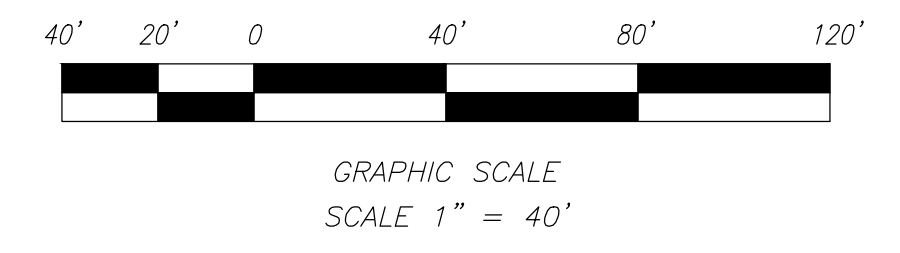
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	S72°56'53"W	39.77'
PT B	S74°45'01"W	33.63'





1/2" RBF WITH CAP

APPROXIMATE #1 PAVED OVER

GA HWY NO. 120
WEST PIKE STREET
RIGHT OF WAY VARIES
ASPHALT PAVEMENT

PIKE PARK DRIVE
PRIVATE

ONE STORY SELF STORAGE
11,790 S.F.

DOORS

TWO STORY SELF STORAGE
165' x 75'
24,750 S.F.

DOORS

NO DOORS

TWO STORY SELF STORAGE
330' x 80'
52,800 S.F.

DOORS

ONE STORY SELF STORAGE
310' x 30' ~ 9,300 S.F.

DOORS

ONE STORY SELF STORAGE
300' x 20' ~ 6,000 S.F.

DOORS

DETENTION POND

EXISTING BUILDING

N/F
ATA ACCOUNTING & TAX
ASSISTANCE LLC
TAX ID: R5144 035
DB. 57736, PG. 97

N/F
BROWN ANTHONY ELI
TAX ID: R5143 040
DB. 52537, PG. 460

N/F
PIKE PARK LLC
TAX ID: R5144 053
DB. 60214, PG. 525
PB. 140, PG. 106











LAWRENCEVILLE

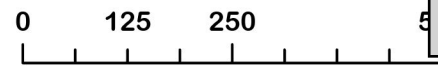
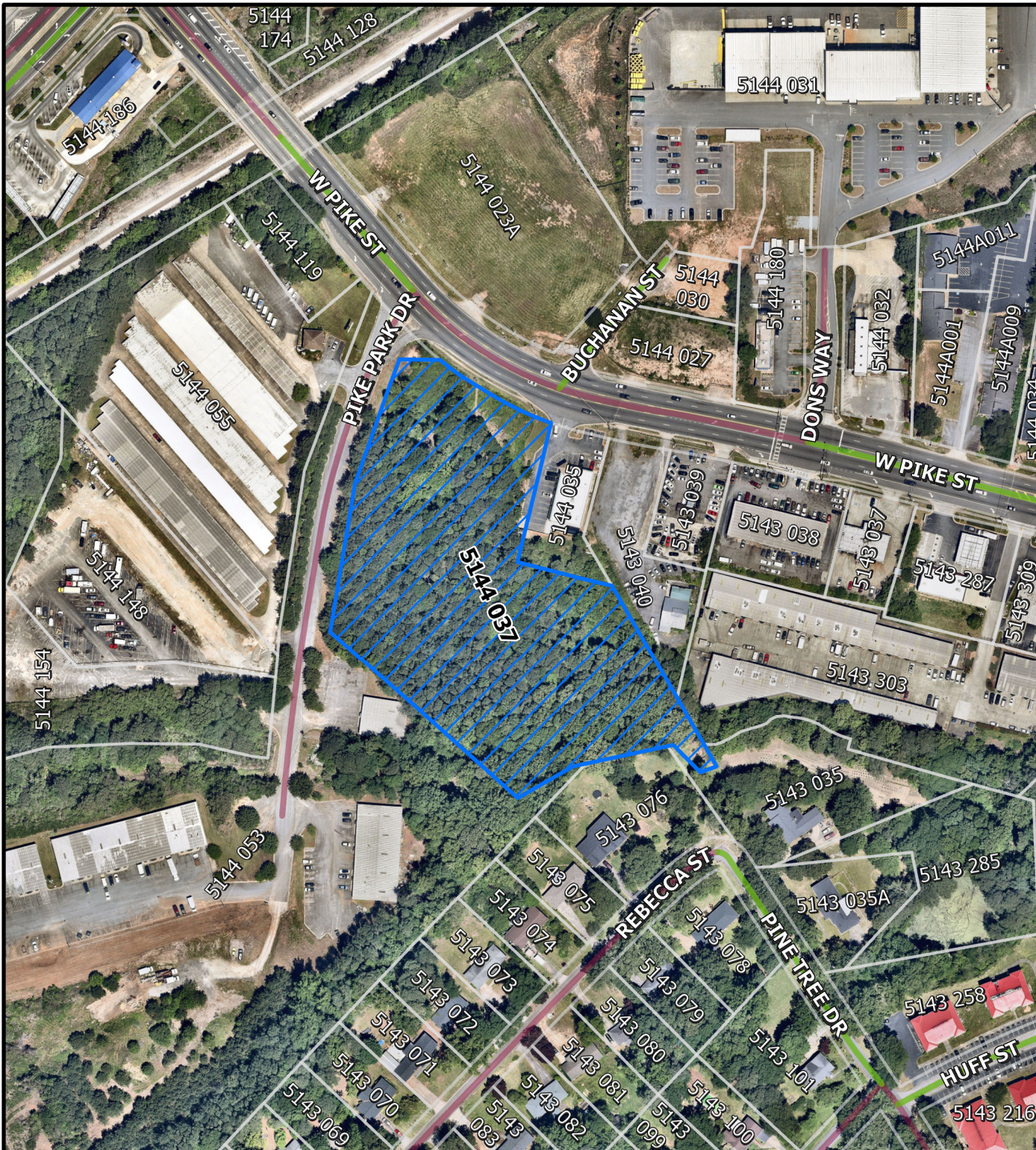
GEORGIA

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

File # SUP2023-00085

Applicant: RJJ Development, LLC

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









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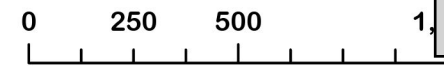
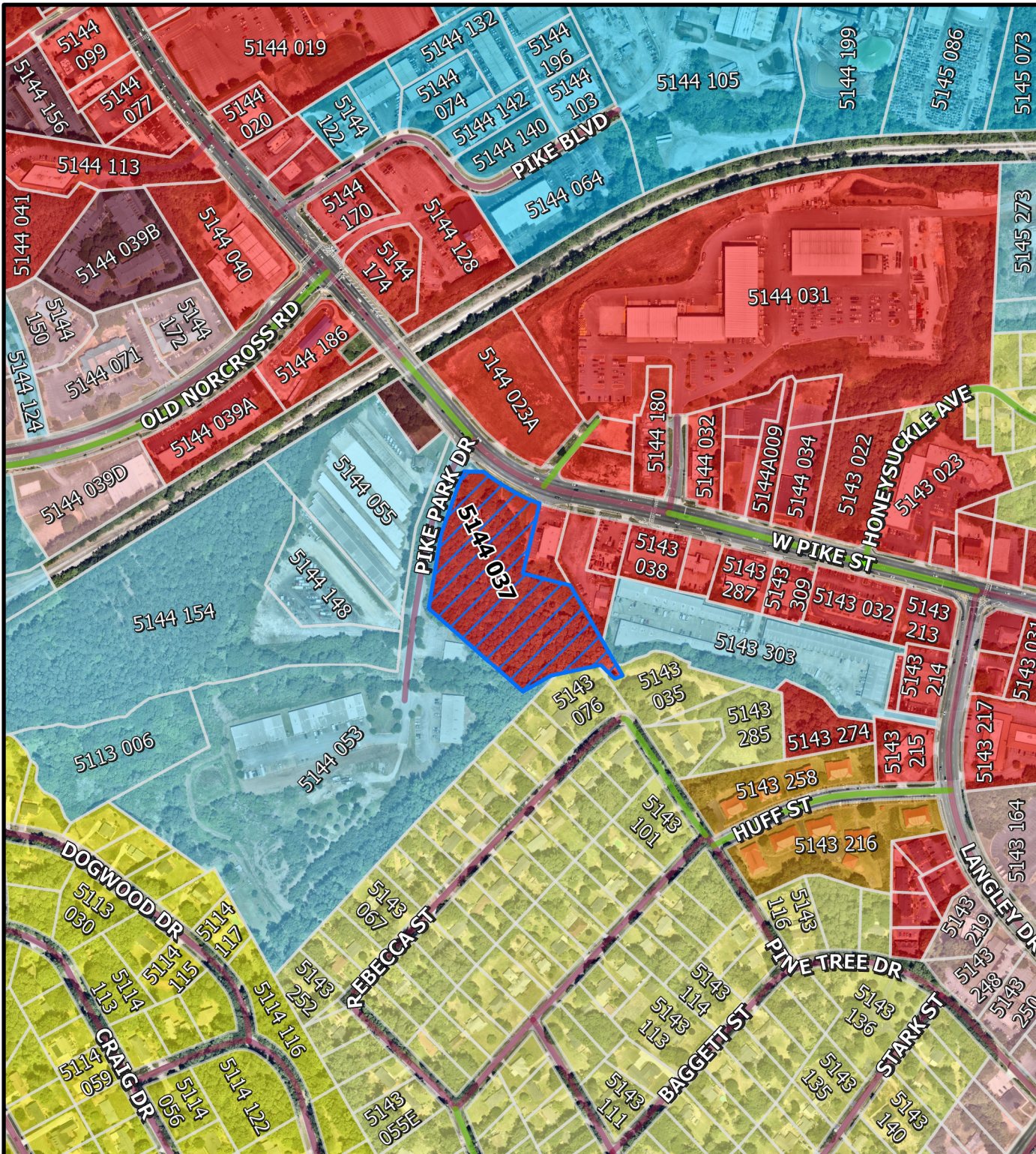
File # SUP2023-00085

Applicant: RJJ Development, LLC

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

Zoning Districts

-  BG General Business
-  HSB Highway Service Business
-  LM Light Manufacturing
-  HM Heavy Manufacturing
-  OI Office/Institutional
-  RM-12 Multifamily Residential
-  RS-150 Single-Family Residential
-  RS-180 Single-Family Residential





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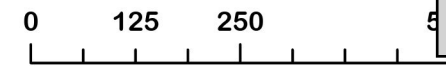
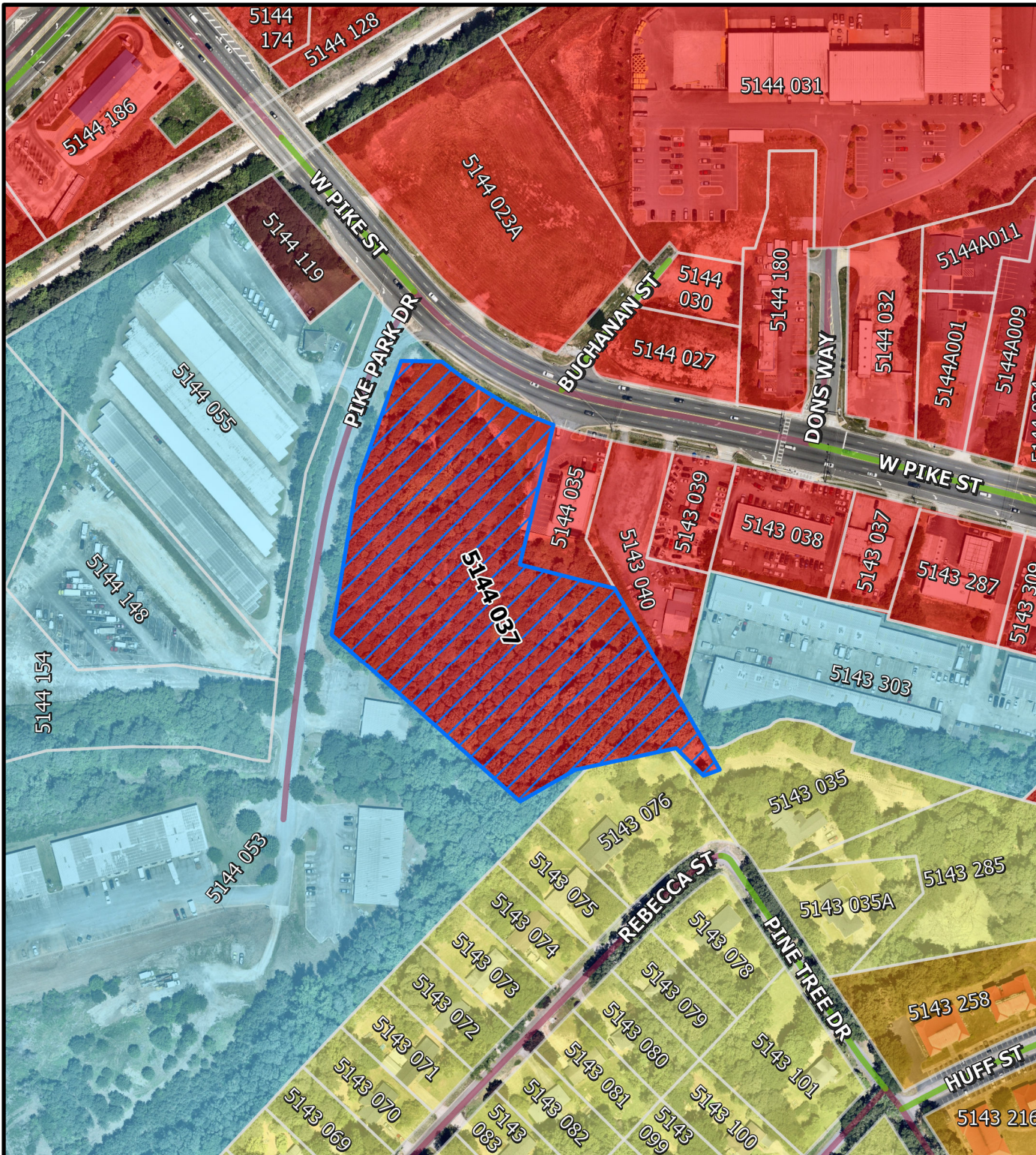
GEORGIA

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Planning & Development
Location Map & Surrounding Areas

File # SUP2023-00085

Applicant: RJJ Development, LLC

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  LM Light Manufacturing
 -  RM-12 Multifamily Residential
 -  RS-150 Single-Family Residential









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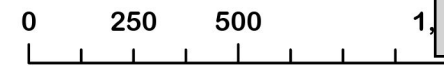
GEORGIA

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

File # SUP2023-00085

Applicant: RJJ Development, LLC

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





LAWRENCEVILLE

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AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 13, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Tactical Livable Centers Initiative (LCI): Honest Alley Activation Study
- Department:** Planning and Development
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** Amount not to exceed \$99,928.00
- Presented By:** Helen Balch, Deputy Director of Planning and Development
- Action Requested:** Award Tactical Livable Centers Initiative (LCI): Honest Alley Activation Study to the highest-scoring firm, Toole Design Group, LLC, amount not to exceed \$99,928.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The purpose of the study is to prepare a Tactical LCI as part of the Action Plan BP.4 Bicycle-Pedestrian Improvements from the 2021 Lawrenceville Downtown Master Plan LCI. The activation of Honest Alley and a continuation of alleys to the west will provide an exclusive back-of-house pedestrian experience as well as a placemaking opportunity for outdoor cafes and public art. The alley network could become an integral part of the downtown fabric, adopting the existing historic character of downtown and creating additional social spaces for City-sponsored events. These alleys may include elements such as brick pavers, café lights, permanent planters, and murals created by local artists.

Fiscal Impact: Amount not to exceed \$99,928.00. This project is funded by the Consulting & Planning Fund (1007410.521240) and a grant from the Atlanta Regional Commission.

Attachments/Exhibits:

- Score Tabulation
- Cost Tabulation

RP005-24
Tactical Livable Centers Initiative (LCI): Honest Alley Activation Study
Planning and Development

			HKS, Inc.	Keck & Wood, Inc.	Lose & Associates, Inc. d/b/a Lose Design	MKSK, Inc.	Pond & Company
ITEM	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	50	Project Approach and Deliverables	39.2	46.4	44.6	46	42.4
B.	30	Experience in Developing Plans similar to LCIs	25	25.4	23.8	26	23.4
C.	10	Relevant Experience of Firm and Project Team	9.6	10	10	10	10
D.	10	Pricing	9.99	9.99	9.99	9.99	9.99
E.	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120			83.79	91.79	88.39	91.99	85.79

			Sizemore Group, LLC	The Street Plans Collaborative, Inc.	Toole Design Group, LLC	TSW
ITEM	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	50	Project Approach and Deliverables	46.4	40.8	47.8	43
B.	30	Experience in Developing Plans similar to LCIs	23.8	25.8	24.8	28.8
C.	10	Relevant Experience of Firm and Project Team	9.8	9.8	10	10
D.	10	Pricing	10	9.99	10	9.99
E.	20	Optional Interview	N/A	N/A	N/A	N/A
120			90	86.39	92.6	91.79

Recommended Vendor:
 Toole Design Group, LLC
 8484 Georgia Avenue, Suite 800
 Silver Spring, MD 20910
contracts@tooledesign.com

COST TABULATION

**RP005-24
Tactical Livable Centers Initiative (LCI): Honest Alley Activation Study
Planning and Development**

	HKS, Inc.	Keck & Wood, Inc.	Lose & Associates, Inc. d/b/a Lose Design	MKSK, Inc.	Pond & Company
DESCRIPTION	Total Price	Total Price	Total Price	Total Price	Total Price
Total Fixed price for all requirements	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00

	Sizemore Group, LLC	The Street Plans Collaborative, Inc.	Toole Design Group, LLC	TSW
DESCRIPTION	Total Price	Total Price	Total Price	Total Price
Total Fixed price for all requirements	\$99,952.00	\$100,000.00	\$99,928.00	\$100,000.00



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Purchase of Compact Rifle Systems with Suppressors
- Department:** Police Department
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$173,016.00
- Presented By:** Chief John Mullin
- Action Requested:** Award Purchase of Compact Rifle Systems with Suppressors to low responsive bidder, Shaw Armament Systems, LLC. in the amount of \$173,016.00.

Summary: This purchase will provide all officers with a rifle and suppressor. Recent events have demonstrated that active threat incidents are always a concern for law enforcement officers and the public. By equipping each officer with a suppressed rifle and the necessary attachments, such as a light, a magnified sight, and a sling, officers will have the best chance for survival and to save the lives of our community members during an active threat incident.

Background: Not every officer is issued with a patrol rifle within the department. The department’s inventory is not sufficient to provide each officer with a rifle. The department’s current rifle inventory has aged considerably since the first rifles were purchased in 2003 and there are not enough to equip each officer. This resulted in policies that allowed officers to carry personally owned rifles for patrol and critical incident response. For the sake of liability, reliability, and uniformity in issuance, officers need to be issued rifles by the department.

The effort to locate a vendor for this project resulted in a meeting and demonstration with Shaw Armament which is a local company in Georgia. Shaw Armament also manufactures its own suppressor for the rifle that was assembled according to the specifications we provided, and this resulted in the best price available to the department. The rifle specifications required a shorter barrel which aids in maneuverability and accommodates the attachment of a sound

suppressor. The sound suppressor will prevent hearing damage to the officers and bystanders if the rifle is used inside of buildings and aids in controlling recoil and muzzle blast.

Fiscal Impact: \$173,016.00 to be funded out of Speed Zone Camera GL: 2853210-531755.

Concurrences: Other departments, agencies, personnel, who agree and have formally supported.

Attachments/Exhibits:

SB008-24 Bid Tabulation

SB008-24
Purchase of Compact Rifle Systems with Suppressors
Police Department

				AEA Group, LLC dba AEA Arms		Caracal USA, LLC.		Clyde Armory, Inc.		Federal Eastern, LLC.		Federal Eastern, LLC.		Federal Eastern, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Compact Rifle as Specified	80	Ea	\$1,834.42	\$146,753.60	\$940.00	\$75,200.00	\$1,004.28	\$80,342.40	\$1,100.00	\$88,000.00	\$1,100.00	\$88,000.00	\$1,410.00	\$112,800.00
2	Sound Suppressors as Specified	80	Ea	\$395.94	\$31,675.20	\$480.00	\$38,400.00	\$912.16	\$72,972.80	\$600.00	\$48,000.00	\$600.00	\$48,000.00	\$600.00	\$48,000.00
3	Attachments/Accessories as Specified	80	Ea	\$1,423.08	\$113,846.40	\$1,080.00	\$86,400.00	\$887.52	\$71,001.60	\$1,179.00	\$94,320.00	\$1,309.00	\$104,720.00	\$1,179.00	\$94,320.00
TOTAL				\$292,275.20		\$200,000.00		\$224,316.80		\$230,320.00		\$240,720.00		\$255,120.00	

				Federal Eastern, LLC.		GT Distributors, Inc		IWI US, Inc.		KF Armory, LLC		Lawmen's & Shooter's Supply, Inc.		Mid GA Gunsmithing, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Compact Rifle as Specified	80	Ea	\$1,410.00	\$112,800.00	\$1,028.83	\$82,306.40	\$822.00	\$65,760.00	N/B	N/B	\$957.00	\$76,560.00	\$1,750.00	\$140,000.00
2	Sound Suppressors as Specified	80	Ea	\$790.00	\$63,200.00	\$457.24	\$36,579.20	\$570.00	\$45,600.00	\$508.16	\$40,652.64	\$387.80	\$31,024.00	\$600.00	\$48,000.00
3	Attachments/Accessories as Specified	80	Ea	\$1,179.00	\$94,320.00	\$1,031.80	\$82,544.00	\$920.00	\$73,600.00	\$797.99	\$63,839.20	\$1,070.00	\$85,600.00	\$150.00	\$12,000.00
TOTAL				\$270,320.00		\$201,429.60		\$184,960.00		\$104,491.84		\$193,184.00		\$200,000.00	

				Patriot Ordnance Factory, Inc.		Primary Arms, LLC		Primary Arms, LLC		Proforce Law Enforcement		Shaw Armament Systems, LLC.		TK9 MFG, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Compact Rifle as Specified	80	Ea	\$1,200.00	\$96,000.00	\$1,050.45	\$84,036.00	\$1,168.94	\$93,515.20	\$1,001.03	\$80,082.40	\$774.00	\$61,920.00	\$925.00	\$74,000.00
2	Sound Suppressors as Specified	80	Ea	\$775.00	\$62,000.00	\$913.51	\$73,080.80	\$913.51	\$73,080.80	\$334.05	\$26,724.00	\$443.25	\$35,460.00	\$600.00	\$48,000.00
3	Attachments/Accessories as Specified	80	Ea	\$1,399.00	\$111,920.00	\$872.50	\$69,800.00	\$872.50	\$69,800.00	\$914.88	\$73,190.40	\$945.45	\$75,636.00	\$1,070.00	\$85,600.00
TOTAL				\$269,920.00		\$226,916.80		\$236,396.00		\$179,996.80		\$173,016.00		\$207,600.00	

				Troy Industries, Inc.		WMD Guns, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Compact Rifle as Specified	80	Ea	\$1,099.00	\$87,920.00	N/R	N/R
2	Sound Suppressors as Specified	80	Ea	\$500.00	\$40,000.00	N/R	N/R
3	Attachments/Accessories as Specified	80	Ea	\$955.00	\$76,400.00	N/R	N/R
TOTAL				\$204,320.00		N/R	

Recommended Vendor:
Shaw Armament Systems, LLC.
4073 Fambrough Drive, Building 300
Powder Springs GA 30127
Attn: Joshua Bush
Phone: 678-915-2075
josh@shawarms.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Public Safety and Community Violence Reduction Strategies GRANT Expenditure of Funds
- Department:** Police
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$725,102.40
- Presented By:** Chief John Mullin
Captain Brad Grove
- Action Requested:** Motion for Approval for the Expenditure of Funds as Outlined in the Approved Georgia Governor’s Office of Planning and Budget “Public Safety and Community Violence Reduction Strategies” Grant.

Summary: The Lawrenceville Police Department applied for and was awarded a Public Safety Grant for technology upgrades for Flock Cameras, Tasers, Pawn and Precious Metal reporting software and Public Order Protective Gear.

Background: Flock Safety cameras assist in criminal investigations and to deter and decrease future criminal activity. Axon tasers will be upgraded to the latest Taser 10 bundle. Leads Online is the Pawn and Precious Metal reporting software which allows Investigations to access Pawn and Precious Metal transactions. Federal Eastern International provides public order protective gear which is needed as active threat incidents are always a concern for law enforcement officers and the public and it is necessary to be prepared and protected.

Fiscal Impact: \$725,102.40

Concurrences: CFO Keith Lee; Financial Services.

Attachments/Exhibits:
Axon Enterprises, Inc. – Taser 10 upgrade

Flock Safety – FLOCK Camera upgrade

LeadsOnline – Pawn & Precious Metal software and reporting software

Federal Eastern International – Public Safety Protective Gear Haven Gear upgrades and new equipment

Federal Eastern International – Public Safety Protective Gear MICH Helmets and Face Gear upgrades and new equipment



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-525672-45258.585DP

6.

Issued: 11/28/2023

Quote Expiration: 12/15/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 117733

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-300 Jackson St 300 Jackson St Lawrenceville, GA 30046-5721 USA	Lawrenceville Police Dept. - GA 300 Jackson St Lawrenceville GA 30046-5721 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	John Mullin Phone: (770) 963-2443 Email: jmullin@lawrencevillepd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$389,984.00
ESTIMATED TOTAL W/ TAX	\$389,984.00

Discount Summary

Average Savings Per Year	\$14,461.20
TOTAL SAVINGS	\$72,306.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$76,636.80	\$0.00	\$76,636.80
Mar 2024	\$6,800.00	\$0.00	\$6,800.00
Feb 2025	\$76,636.80	\$0.00	\$76,636.80
Feb 2026	\$76,636.80	\$0.00	\$76,636.80
Feb 2027	\$76,636.80	\$0.00	\$76,636.80
Feb 2028	\$76,636.80	\$0.00	\$76,636.80
Total	\$389,984.00	\$0.00	\$389,984.00

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$462,296.
 \$416,282.00
 \$389,984.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T10Cert	TASER 10 Certification Bundle	90	60	\$84.35	\$75.83	\$70.96	\$383,184.00	\$0.00	\$383,184.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00
Total							\$389,984.00	\$0.00	\$389,984.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	90	02/15/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	3	02/15/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	90	02/15/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	3	02/15/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	4	02/15/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	4	02/15/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	4	02/15/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	1800	02/15/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	540	02/15/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	36	02/15/2024
TASER 10 Certification Bundle	100616	TASER 10 BLACKHAWK HOLSTER, RH	80	02/15/2024
TASER 10 Certification Bundle	100617	TASER 10 BLACKHAWK HOLSTER, LH	10	02/15/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	02/15/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	90	02/15/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	16	02/15/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	3	02/15/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/15/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/15/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	02/15/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	02/15/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	02/15/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	180	02/15/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	540	02/15/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	180	02/15/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	540	02/15/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	180	02/15/2027
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	540	02/15/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	180	02/15/2028
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	540	02/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	90	03/01/2024	02/28/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	90

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	90	02/15/2025	02/28/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	3	02/15/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	90	02/15/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3	02/15/2025	02/28/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	16	02/15/2025	02/28/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	02/15/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	T10Cert	TASER 10 Certification Bundle	90	\$76,636.80	\$0.00	\$76,636.80
Total				\$76,636.80	\$0.00	\$76,636.80

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,800.00	\$0.00	\$6,800.00
Total				\$6,800.00	\$0.00	\$6,800.00

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	T10Cert	TASER 10 Certification Bundle	90	\$76,636.80	\$0.00	\$76,636.80
Total				\$76,636.80	\$0.00	\$76,636.80

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	T10Cert	TASER 10 Certification Bundle	90	\$76,636.80	\$0.00	\$76,636.80
Total				\$76,636.80	\$0.00	\$76,636.80

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	T10Cert	TASER 10 Certification Bundle	90	\$76,636.80	\$0.00	\$76,636.80
Total				\$76,636.80	\$0.00	\$76,636.80

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	T10Cert	TASER 10 Certification Bundle	90	\$76,636.80	\$0.00	\$76,636.80
Total				\$76,636.80	\$0.00	\$76,636.80

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/28/2023



**Flock Safety + GA - City of
Lawrenceville**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Keith Kenner
keith.kenner@flocksafety.com
4047982998

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	GA - City of Lawrenceville	Initial Term:	24 Months
Legal Entity Name:	GA - City of Lawrenceville	Renewal Term:	24 Months
Accounts Payable Email:	bgrove@lawrencevillepd.com	Payment Terms:	Net 30
Address:	300 Jackson St Lawrenceville, Georgia 30046	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$81,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon® Flex	Included	2	Included
Flock Safety Falcon®	Included	30	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$350.00	30	\$10,500.00
		Subtotal Year 1:	\$91,500.00
		Annual Recurring Subtotal:	\$81,000.00
		Discounts:	\$41,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$172,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

- Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of grant funds appropriated for that purpose. Customer shall have the right to terminate this Agreement without penalty or other cost within sixty (60) days of the Effective Date (date of signature) if grant funds are not appropriated.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$91,500.00
Annual Recurring after Year 1	\$81,000.00
Contract Total	\$172,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$32,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$9,000.00

Product and Services Description

6.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon@ Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: GA - City of Lawrenceville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

LEADSONLINE ORDER FORM: POWERPLUS
CUSTOMER: CITY OF LAWRENCEVILLE UNIT: POLICE DEPARTMENT
ORDER FORM NO.: Q-5001-2

1. SERVICE.

LeadsOnline PowerPlus Investigation System Service for Law Enforcement Agency users (**Service**).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE.

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS.

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS.

Service Recipient: An unlimited number of authorized personnel of City of Lawrenceville in its Police Department, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES.

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Period listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for an additional one-year term by LeadsOnline's submission of a valid invoice to

Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

SERVICE PERIOD	DUE DATE	AMOUNT
December 1, 2023 through November 30, 2028	Due on or before December 1, 2023	\$44,720

6. SERVICE DESCRIPTION.

CAPABILITY	DESCRIPTION
PowerPlus Nationwide Search	Nationwide search access through pawn shop, secondhand store and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find identify and link activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Statement Analyzer	Identify inconsistencies and opportunities for follow-up in statements.
Citizen Property Inventory System	Community engagement for improved reporting in property crimes.

7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT.

- Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. MISC.

This Order Form is attached to and incorporated into the Agency Agreement between **Customer** and **LeadsOnline** dated December 1, 2022 (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer’s invoice solely for Customer’s internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

LeadsOnline LLC (LeadsOnline)	City of Lawrenceville Police Department (Customer)
Signature:	Signature:
Printed Name: Alexander Finley	Printed Name:
Title: CEO	Title:
Date:	Date:
Address: 6900 Dallas Parkway, Suite 825 Plano, TX 75024-4200	Address: 20 South Clayton Street Lawrenceville, GA 30045



FEDERAL EASTERN INTERNATIONAL
 1523 CHAFFEE RD S, UNIT 12
 JACKSONVILLE, FL 32221
 WWW.FEDEASTINTL.COM

Q U O T E 6.
559093

BILL TO: LAWRENCEVILLE ACCTS PAYABLE
 70 S CLAYTON ST
 LAWRENCEVILLE GA 30046

SHIP TO: LAWRENCEVILLE POLICE DEPT
 300 JACKSON ST
 LAWRENCEVILLE GA 30046

SALES REP	SALES EMAIL	SALES PHONE
MARK ANTHONY	MANTHONY@FEDEASTINTL.COM	706-304-5170

DATE	QUOTE	ACCT	CUSTOMER PO	TERMS	REP ID	OPERATOR	SHIP VIA
10/02/23	559093	2332		NET 30	165	MAY	UPS GROUND

UNITS	U/M	DESCRIPTION	DISC	UNIT PRICE	AMOUNT
110	EA	HGEMP ENFORCER MP RIOT SUIT, BLACK SPECIFY SIZE XS - 3XL		425.00	46,750.00
110	EA	HGSBT28 HAVEN GEAR BATON W / GRENADE GRIP, 28IN		26.50	2,915.00
110	EA	HGSH2436P HG 24X36 CLEAR POLYCARBONATE SHIELD W/BLACK STRIPE HANDLE AND FOREARM PADDING 4MM		127.00	13,970.00
110	EA	HGSOLAGL HAVEN GEAR SOLAG HARD KNUCKLE GLOVE - BLACK LARGE		39.00	4,290.00
110	EA	HGHYDRA2 HAVEN GEAR HYDRATION PACK WITH BLADDER		40.00	4,400.00
110	EA	HGPOLICEBWST HG POLICE EMBROIDERED NAME PLATE SET FRONT AND BACK BLACK/WHITE		18.50	2,035.00
110	EA	HGRDB36 RIOT SUIT DEPLOYABLE BAG, 36" - XLG, BLACK		57.00	6,270.00
SUBTOTAL					80,630.00
SHIPPING FEE / NON-TAXED					3,135.00
QUOTE TOTAL					83,765.00
**** CONTINUED ON PAGE					2



FEDERAL EASTERN INTERNATIONAL
 1523 CHAFFEE RD S, UNIT 12
 JACKSONVILLE, FL 32221
 WWW.FEDEASTINTL.COM

Q U O T E 6.
559093

BILL TO: LAWRENCEVILLE ACCTS PAYABLE
 70 S CLAYTON ST
 LAWRENCEVILLE GA 30046

SHIP TO: LAWRENCEVILLE POLICE DEPT
 300 JACKSON ST
 LAWRENCEVILLE GA 30046

SALES REP	SALES EMAIL	SALES PHONE
MARK ANTHONY	MANTHONY@FEDEASTINTL.COM	706-304-5170

DATE	QUOTE	ACCT	CUSTOMER PO	TERMS	REP ID	OPERATOR	SHIP VIA
10/02/23	559093	2332		NET 30	165	MAY	UPS GROUND

UNITS	U/M	DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		<p>***** QUOTATION *****</p> <p>***** PAGE 2 *****</p> <p>TERMS :</p> <p>PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF THIS QUOTE UNLESS OTHERWISE NOTED.</p> <p>ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMENT LICENSE FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW.</p>			



FEDERAL EASTERN INTERNATIONAL
 1523 CHAFFEE RD S, UNIT 12
 JACKSONVILLE, FL 32221
 WWW.FEDEASTINTL.COM

QUOTE
559078

6.

BILL TO: LAWRENCEVILLE ACCTS PAYABLE
 70 S CLAYTON ST
 LAWRENCEVILLE GA 30046

SHIP TO: LAWRENCEVILLE POLICE DEPT
 300 JACKSON ST
 LAWRENCEVILLE GA 30046

SALES REP	SALES EMAIL	SALES PHONE
MARK ANTHONY	MANTHONY@FEDEASTINTL.COM	706-304-5170

DATE	QUOTE	ACCT	CUSTOMER PO	TERMS	REP ID	OPERATOR	SHIP VIA
10/02/23	559078	2332		NET 30	165	MAY	UPS GROUND

UNITS	U/M	DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		GA STATE BODY ARMOR CONTRACT #99999-SPD-NVPBA0501-0008			
7	EA	NASHLMUFCDB0R MICH FULL CUT HELMET W/7 PAD SYSTEM DIAL HARNESS & RAILS COLOR : BLACK NOTE-1 : SIZE MEDIUM		477.00	3,339.00
14	EA	NASHLMUFCDB0R MICH FULL CUT HELMET W/7 PAD SYSTEM DIAL HARNESS & RAILS COLOR : BLACK NOTE-1 : SIZE LARGE		477.00	6,678.00
4	EA	NASHLMUFCDB0R MICH FULL CUT HELMET W/7 PAD SYSTEM DIAL HARNESS & RAILS COLOR : BLACK NOTE-1 : SIZE EXTR-LARGE		477.00	1,908.00
85	EA	NASHLMRRFAC00 RIOT FACE SHIELD W/RAIL ADAPTE (3MM & 6MM), INDICATE SIZE NMB COLOR : BLACK NOTE-1 : 3 MM		133.00	11,305.00
		SUBTOTAL			23,230.00
		QUOTE TOTAL			23,230.00
		TERMS: PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF THIS QUOTE UNLESS OTHERWISE NOTED.			
		**** CONTINUED ON PAGE 2			



FEDERAL EASTERN INTERNATIONAL
1523 CHAFFEE RD S, UNIT 12
JACKSONVILLE, FL 32221
WWW.FEDEASTINTL.COM

Q U O T E 6.
559078

BILL TO: LAWRENCEVILLE ACCTS PAYABLE
70 S CLAYTON ST
LAWRENCEVILLE GA 30046

SHIP TO: LAWRENCEVILLE POLICE DEPT
300 JACKSON ST
LAWRENCEVILLE GA 30046

SALES REP	SALES EMAIL	SALES PHONE
MARK ANTHONY	MANTHONY@FEDEASTINTL.COM	706-304-5170

DATE	QUOTE	ACCT	CUSTOMER PO	TERMS	REP ID	OPERATOR	SHIP VIA
10/02/23	559078	2332		NET 30	165	MAY	UPS GROUND

UNITS	U/M	DESCRIPTION	DISC	UNIT PRICE	AMOUNT
		***** QUOTATION ***** ***** PAGE 2 ***** ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMENT LICENSE FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW.			



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Acceptance of Public Safety and Community Violence Reduction Grant
- Department:** Finance
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** Create Grant Budget for \$725,102.40
- Presented By:** Keith Lee
- Action Requested:** Consideration to Accept of Public Safety and Community Violence Reduction Grant

Summary: The City applied for an American Rescue Plan Act Public Safety and Community Violence Reduction Grant. The City was awarded the grant in the amount of \$725,102.40. The grant will cover the costs for flock cameras, tasers, and personal protection equipment for city officers. The City has worked with the Governor’s Office of Planning and Budget to finalize the budget and it has been approved by the State.

Fiscal Impact: Established a Grant Budget of \$725,102.40.

Concurrences: Police Department

Attachments/Exhibits: Grant Application
Budget Worksheet

Application ID	Grantee	Grant Program	Round	Award Amount	Matching Percentage
GA-0013922	Lawrenceville	Public Safety	1	\$725,102.40	0%

Budget Feasibility Assessment			
Compliance		Performance and Risk	
1	Budget detail worksheet reconciles to grantee application	4	Budget details allow for KPI analysis
a	Total application	a	Quantities and prices stated
b	Individual line items	b	Budget consistent with application scope
2	Matching / federal funds bifurcated (ARPA isolation)	5	Performance indicators align with standards
3	Basic attributes in budget detail are completed		

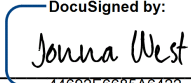
Comments / Required Justifications	
1	
2	
3	
4	
5	

Risk Scoring	
Budget Risk Score	0%

Results
Pass

Dashboard above developed based upon review of Grantee submitted detailed budget document, budget narrative, and application content.

A passing budget scorecard does not constitute preapproval for changes in scope, contracts, subawards, and/or any other project related agreements entered into (or planned to be entered into) by the subrecipient in execution of the project.

DocuSigned by:

 OPB Signature: _____
44692E6685A6422...
 Date: November 20, 2023

Governor's Office of Planning and Budget

BUDGET DETAIL WORKSHEET

Grantee Name:	City of Lawrenceville
Grant ID:	GA-0013922
Submitted By (Budget POC):	Shereese Durham
Contact:	Shereese.Durham@lawrencevillega.org
	678-407-6640
Grant Program:	State Fiscal Recovery Funds Tranche II
Program Area:	Public Safety and Community Violence Reduction
Budget Years:	2023

This Budget Detail Worksheet is used to verify all Payment Requests (PA) and to determine whether costs are allowable for reimbursement. All required information must be present in the budget narrative, regardless of format.

Federal Uniform Guidance rules are applicable.

Uniform Guidance can be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-III/part-200#200.325> (2 CFR Part 200) and it establishes uniform administrative, cost principles, and audit requirements for federal awards to non-federal entities.

NOTE - If you need extra lines in the spreadsheet under one of the categories: 1) Highlight an entire row or block of lines within the same category 2) Keeping your mouse over the highlighted row or block, right click and select the copy option by left clicking 3) Next, right click with your mouse again on the highlighted row or block and chose the option "insert copied cells" by left clicking. If you selected only a block and not the entire row, a new tile will open up and select the option "Shift cells down" and click OK. Use of this technique will ensure that you don't change the formulas inserted in the spreadsheet.

1. Personnel-- List each position by title and name of employee, if available. In order to calculate the budget enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar program activities.

Title	First and Last name	Salary Rate	% Time to Project	Select Pay Period Frequency	Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Title	First and Last name	Hourly wage	Hours per week on project	Weeks worked annually	Select Pay Period Frequency	Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
PERSONNEL TOTAL						\$0

2. Fringe Benefits-- Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation.

Title	First and Last name	Total annual salary or wages	Select fringe type	Enter rate of each fringe benefit as a percentage of salary or wages	% Time to Project	Cost
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
FRINGE TOTAL						\$0.00

PERSONNEL GRAND TOTAL **\$0**

3. Travel-- Funds must be budgeted in compliance with State of Georgia Statewide Travel Regulations. Itemize travel expenses of program personnel by category (e.g. mileage, meals, lodging, incidentals, and airfare) and purpose (e.g. training, field interviews, and advisory group meetings) and identify the location, if known. For training programs, list travel and meals for participants separately. Show the budget calculation (e.g. six people attending three-day training at \$X airfare, \$X lodging, \$X meals/ incidentals). If selecting "airfare" enter 1 in the nights/days field and use the round-trip costs. Please note that the maximum reimbursement rate is \$0.585 per mile, but if your agency's reimbursement rate is lower you must use that rate instead.

Trainings and Conferences <small>**All trainings and conferences must be pre-approved by OPB and must include an agenda submitted to your OPB Program Specialist.</small>							
Purpose of Travel	Staff member	Item	Cost	# Individuals	# Nights/Days	# Trips	Cost
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

							\$0.00
							\$0.00
							\$0.00
							\$0.00

Mileage					
Purpose of Travel	Staff member	Location or Coverage Area	Cost per mile	Miles per grant year	Total Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TRAVEL TOTAL					\$0.00

4. Equipment-- List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Please note that all items must be at least \$5,000 per unit to be considered equipment. Otherwise please list items in "Supplies."

Equipment Item	Cost per Unit	# Items	Vendor	Cost
Falcon (Flock Camera) see attached quote	\$172,500.00	1	Flock Safety	\$172,500.00
				\$0.00
Taser 7	\$390,164.00	1	Axon	\$390,164.00
Public Order Personal Protection Equipment see attached quote	\$83,765.00	1	Federal Eastern International	\$83,765.00
				\$0.00
Public Order Personal Protection Equipment see attached quote	\$23,230.00	1	Federal Eastern International	\$23,230.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
EQUIPMENT TOTAL				\$669,659.00

5. Supplies-- List items by type (e.g. office supplies, postage, copier usage, training supplies, publications, audio/video (batteries, film, CD/DVD's, etc.), office furniture, computer software, educational/therapeutic supplies, uniforms, weapons (law enforcement and prosecution units only). Show budget calculation. For example, where an item is office supplies, enter \$100 for cost per unit; "month" for define unit; 12 for # units, and ABC Company for Vendor. Leave "define unit" blank if not applicable.

Item	Cost per unit	# Units	Vendor	Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
SUPPLY TOTAL				\$0.00

Construction-- Please list approved construction costs under Contracts/Consultants/Subawards. Where equipment and supplies will be purchased for approved construction activity, please place them under the appropriate equipment or supply category and include your justification.

6. Contracts/Consultants/Subawards: Provide a description of the product or service to be procured by contract and a cost estimate. Applicants are strongly encouraged to use a competitive procurement process in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. Consultant Fee: Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly or daily rate (8 hours) multiplied by the estimated number of units (eg., 1 hour of therapy).

Name of Consultant	Service Provided	Cost per unit	Define Unit of Service	# Units	Cost
					\$0.00
					\$0.00
					\$0.00
					\$0.00
C/C/S TOTAL					\$0.00

7. Other-- List items by type (e.g. rent, repairs/maintenance, utilities, copier rental/lease, postage meter, insurance & bonding, dues & subscriptions, advertising, registration fees, film processing, notary services. Show budget calculation.

Item	Cost per unit	# of Units	% Charged to Grant	Vendor	Cost
Leads Online Subscription (see quote)	\$44,720.00	1.00	100.00%	Leads Online	\$44,720.00
Remainder of 10% Contingency	\$10,723.40	1.00	100.00%		\$10,723.40
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

					\$0.00
				OTHER/IC TOTAL	\$55,443.40

Budget Summary—When you have completed this budget worksheet, the totals for each category will transfer to the spaces below. The total costs and total project costs will be computed via Excel formula. Indicate the amount of grant funds requested and the amount of non-grant funds that will support the project.

Budget Category	Amount
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$669,659
5. Supplies	\$0
6. Contracts/Consultants/Subawards	\$0
7. Other	\$55,443.40
TOTAL	\$725,102.40

TOTAL COSTS must reconcile to the application and the total grant award.

Budget Narrative

The cost to purchase public safety equipment is \$725,102.40 including 1.5% contingencies to account for price adjustments since receiving quotes. The American Rescue Plan Act Public Safety and Community Violence Reduction Grant Program will cover 100% of the cost.

Budget: All budget items must be related to the purpose of addressing the negative impacts of the coronavirus pandemic.

Applicants should submit a budget that is complete, reasonable, cost effective, and is an allowable use of the funding under the chosen category.

The budget must be based on quoted estimates and calculations, not rounded guestimates. (All budget totals will require validation based on the calculation provided in the uploaded version so please ensure that you retain the documentation for the basis of all calculations in the requested budget.

Budget Category	Amount
1. Personnel	\$X
2. Fringe	\$X
3. Travel	\$X
4. Equipment	\$X
5. Supplies	\$X
6. Contracts/Consultants/Subawards	\$X
7. Other	\$X
Total	\$X

Note: The application will also require a detailed budget breakdown using our detailed budget worksheet. Please download the detailed budget worksheet here and upload in the document section of the application. Instructions for the detailed budget worksheet can be found here: <https://opb.georgia.gov/document/document/budget-worksheet/download>.

Personnel

\$0.00

Fringe

\$0.00

Travel

\$0.00

Equipment

\$614,250.00

Supplies

\$0.00

Contracts/Consultants/Subawards

\$43,930.00

Other

\$0.00

Budget Total

0

A Budget narrative that explains the estimated costs by line item or category in the budget. Budget narratives should explain how the costs associated with each line item or category relate to the implementation of the project as outlined in the proposal being submitted. Budget narratives must explain how the costs associated with each line item or category relate to the implementation of the project as outlined in the proposal being submitted. If your proposal contains multiple projects or sub-awards, you can provide a breakdown per project as well in your budget narrative. Budget narratives must respond to the following: Provide a description of the position, equipment, supply, travel, etc. requested on each line and how it is related to carrying out the objectives and goals of the project. Your narrative must provide granular detail on what the proposal will fund and how it aligns to your project. (Minimum 250 words, Maximum 500 words)

Leads Online: \$43,938.00

This request is for a 5 years contract allowing the Lawrenceville Police Department to access information related to Pawn/ Secondhand stores and scrap metal recyclers, legacy data, transaction histories, automated GCIC/ NCIC hits, nation wide databases, and phone forensics searches.

Flock Cameras: \$172,500.00

This request is for 30 Falcon infrastructure-free solar power license plate recognition cameras and two Falcon Flex Tactical Deployment license plate recognition cameras with a two year contract for maintenance and support. This number of cameras would allow for identification of vehicles entering and leaving the City of Lawrenceville allowing officers to locate and apprehend suspects.

Taser 7 Upgrade: \$326,750.00

This request is for 90 Taser 7 conducted energy weapons which would allow for everyone sworn officer to be issued a device. This amount covers supplies, training, warranty, and training for five years.

Public Order Protective Gear: \$115,996.00

Studies show officers better equipped and more protected from potential threats use less force when handling use of force incidents. Needs analysis conducted during protests revealed a gap in issued officer equipment. The type of public order protective gear to be purchased with his award would be issued for officers to carry in the vehicles and could be utilized in many different situations from less lethally armed suspects to civil unrest. The helmets which would be purchased would be rated for ballistic threats and could be utilized anytime and officer perceived a deadly threat. The various armor components also integrate directly to the currently issued body armor officers were while on duty.

Match Funds

Applicants plan for leveraging funds, if any, from other sources to maximize impact. Please include details regarding the total project costs if match is a part of the proposal, the amount of match, and how match funds will be used and a breakdown of grant funds to be used versus total project costs. ***If no match is provided, please enter \$0.***

Example:

OPB Grant Request: \$2,000,000

Local Match: \$1,000,000

Total Project Costs: \$3,000,000

Explanation: Local match will be made up of \$1,000,000 funds from the city's general fund.

\$0

AMERICAN RESCUE PLAN ACT
PUBLIC SAFETY AND COMMUNITY
VIOLENCE REDUCTION
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Lawrenceville Police Department Equipment/ System Up

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Lawrenceville Police Department, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the public safety and community violence reduction project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned
Lawrenceville Police Department
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to reasonable expenses incurred to fund the completion of the public safety and community violence reduction Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“Performance Period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period. If Grantee is a State agency, Grantee shall not request additional funds from the State Budget for the continuation of the Grant Project after the Performance Period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the public safety and community violence reduction Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement

is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Keith Lee
ADDRESS	
EMAIL	Keith.lee@lawrencevillega.org
PHONE	

If to OPB:

Governor’s Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee’s reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee’s fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- 3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
- 4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer of employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State’s discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office’s vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$725,102.40 for expenses deemed eligible under the terms of this Grant.

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

- 23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- 24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
- 25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
- 26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
- 27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: 

(Authorized Representative of Grantee)

Name: David Still

Title: Mayor

Date: 08/09/2023

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
- (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the Statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY

STATE

ZIP

ZIP+4

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: 

(Authorized Representative of Grantee)

Name: David Still

Title: Mayor

Date: 08/09/2023

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Keith Lee
am the Finance Director
of Lawrenceville Police Department
Unique Entity Identifier

(Print Name),
(Title)
("Grantee")
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: 

(Authorized Representative of Grantee)

Name: David Still

Title: Mayor

Date: 08/09/2023

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature: 

(Authorized Representative of Grantee)

Name: David Still

Title: Mayor

Date: 08/09/2023

SIGNATURE PAGE



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Architectural and Engineering Consulting Services on an Annual Contract
- Department:** Engineering
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$800,000.00
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approval to renew Architectural and Engineering Consulting Services on an Annual Contract to the following firms: Atlas Technical Consultants LLC for Civil Engineering, Stormwater Management and Ecological Engineering, Traffic Engineering Services, Geotechnical Engineering, and Surveying Services; CAS Architecture, P.C. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, and Landscape Architect Services; CROFT & Associates for Architectural Services and Mechanical, Electrical, Plumbing (MEP); Geo-Hydro Engineers, Inc. for Geotechnical Engineering; Hussey, Gay, Bell & DeYoung, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, Geotechnical Engineering, and Surveying Services; Kimley-Horn and Associates, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Traffic Engineering Services; and Precision Planning, Inc. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Surveying Services in the amount of \$800,000.00.

Summary: This contract is to provide comprehensive architectural and/or engineering services to include, but not be limited to: consultative and technical guidance; production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules, and cost estimates; as well as, project management, construction administration,

monitoring and testing, data analysis, and permitting and report writing services on an as-needed basis. Pricing for Atlas Technical Consultants LLC has increased by 3%, Kimley-Horn and Associates, Inc., Precision Planning, Inc., and Geo-Hydro Engineers, Inc. has increased by 2%, and Hussey, Gay, Bell & Deyoung, Inc. has increased by 1% while the other firms' pricing remained unchanged. This is the third of four renewal options.

Background: The original awarded amount was \$1,000,000.00. The first and second renewal amounts were \$800,000.00.

Fiscal Impact: Amount of \$800,000.00. This contract is funded by multiple funding sources that are dependent upon the specified project.

Attachments/Exhibits:

Cost Tabulation

RP001-21
 Architectural and Engineering Consulting Services on an Annual Contract
 Engineering Department

	Atlas Technical Consultants LLC	CAS Architecture, P.C.	CROFT & Associates	Geo-Hydro Engineers, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge		\$126.00	\$220.00	\$129.03
Project Manager	\$178.55	\$96.00	\$192.50	\$95.37
Engineer, Senior	\$162.32	\$96.00	\$165.00	\$106.59
Engineer	\$119.03	\$96.00	\$121.00	\$95.37
Engineer, Associate	\$108.21	\$96.00	\$121.00	\$84.15
Architect, Senior		\$96.00	\$165.00	\$106.59
Architect		\$96.00	\$121.00	\$95.37
Architect, Associate		\$96.00	\$121.00	\$84.15
Technician	\$75.75	\$76.00	\$110.00	\$65.08
CADD Technician	\$81.16	\$56.00	\$110.00	\$84.15
Administrative Support	\$59.52	\$45.00	\$99.00	\$50.49
Landscape Architect, Senior	\$135.26	\$96.00		
Landscape Architect	\$108.21	\$96.00		
Surveyor, Principal	\$162.32			
Surveyor, Senior	\$108.21			
Surveyor, Project	\$97.39			
Survey Crew	\$119.03			
Aerial Survey	\$129.85			
Mobile Scanner				
SUE Crew	\$135.26			
Vacuum Excavation Crew	\$151.50			
Planner, Principal	\$178.55			
Planner, Senior	\$162.32			
Planner	\$108.21			
Scientist, Principal	\$178.55			\$185.13
Scientist, Senior	\$135.26			\$162.69
Scientist	\$108.21			\$106.59
Scientist, Associate	\$97.39			\$95.37
Geotechnical Engineer	\$146.09			\$95.37
Other (may use additional sheet)	Additional Sheet			

	Hussey, Gay, Bell & Deyoung, Inc.	Kimley-Horn and Associates, Inc.	Precision Planning, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$161.60	\$212.24	\$196.32
Project Manager	\$151.50	\$206.94	\$159.18
Engineer, Senior	\$151.50	\$212.24	\$143.26
Engineer	\$101.00	\$180.41	\$106.12
Engineer, Associate	\$95.95	\$137.96	\$90.20
Architect, Senior			\$159.18
Architect			\$127.34
Architect, Associate			\$106.12
Technician	\$70.70	\$106.12	\$68.98
CADD Technician	\$65.65	\$106.12	\$84.90
Administrative Support	\$70.70	\$95.51	\$74.28
Landscape Architect, Senior	\$151.50	\$212.24	\$127.34
Landscape Architect	\$141.40	\$180.41	\$84.90
Surveyor, Principal	\$151.50	\$132.65	\$159.18
Surveyor, Senior	\$121.20	\$116.73	\$106.12
Surveyor, Project	\$111.10	\$95.51	\$84.90
Survey Crew	\$131.30	\$143.26	\$143.26
Aerial Survey			\$1,269.20
Mobile Scanner	\$131.30		\$939.17
SUE Crew	\$136.35	\$205.87	\$154.94
Vacuum Excavation Crew		\$255.75	\$193.14
Planner, Principal	\$151.50	\$212.24	\$137.96
Planner, Senior	\$141.40	\$212.24	\$127.34
Planner	\$111.10	\$180.41	\$79.59
Scientist, Principal	\$252.50	\$212.24	\$153.88
Scientist, Senior	\$181.80	\$212.24	\$127.34
Scientist	\$116.15	\$180.41	
Scientist, Associate	\$106.05	\$137.96	
Geotechnical Engineer	\$151.50	\$180.41	
Other (may use additional sheet)			

Recommended Vendors:

Atlas Technical Consultants LLC
 2450 Commerce Ave. Suite 100
 Duluth, GA 30096
 P: 770-686-1006
todd.long@oneatlas.com

CAS Architecture
 1485 Natchez Way
 Grayson, GA 30017
 P: 678-646-7736
csmith@casarc.com

CROFT & Associates
 3380 Blue Springs Road
 Kennesaw, GA 30144
 P: 770-529-7714
mark@croftae.com

Geo-Hydro Engineers, Inc.
 1000 Cobb Place Blvd. Suite 290
 Kennesaw, GA 30144
 P: 706-354-1800
mike@geohydro.com

Hussey, Gay, Bell & Deyoung, Inc.
 4145 Shackleford Road, Suite 300
 Norcross, GA 30093
 P: 770-923-1600
csims@husseygaybell.com

Kimley-Horn and Associates, Inc.
 817 West Peachtree Street, NW, Suite 601
 Atlanta, GA 30308
 P: 678-533-3925
mike.rushing@kimley-horn.com

Precision Planning, Inc.
 400 Pike Blvd.
 Lawrenceville, GA 30046
 P: 770-338-8125
063DL@ppi.us



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Crogan Street Plaza Project
- Department:** Public Works
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$213,373.00
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Award Crogan Street Plaza Project to low bidder, Bayne Development Group, LLC, amount not to exceed \$213,373.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The project consists of demolition, grading, concrete, asphalt paving, striping, erosion control, and curb & gutter for the open area at E. Crogan Street and S. Clayton Street behind the Lawrenceville Arts Center.

Fiscal Impact: Amount not to exceed \$213,373.00. This project is funded by Capital Project 15-035.

Attachments/Exhibits:
Bid Tabulation

		Amo Construction, LLC	Bayne Development Group, LLC	Professionally Engineered Structures & Associates, LLC	Tri Scapes, Inc.
ITEM #	DESCRIPTION	BASE BID	BASE BID	BASE BID	BASE BID
1.	Demolition, Grading, Concrete, Asphalt Paving, Striping, Erosion Control, and Curb & Gutter	\$255,000.00	\$213,373.00	\$248,450.00	\$510,824.85
ALTERNATES					
1.	Changing the grass area to parking lot, and increased landscaping.	\$78,000.00	\$197,373.00	\$237,700.00	\$128,604.22
2.	Changing the concrete plaza to brick pavers.	\$87,000.00	\$122,373.00	\$103,500.00	\$125,223.60
Total		\$420,000.00	\$533,119.00	\$589,650.00	\$764,652.67

Recommended vendor:

Bayne Development Group, LLC
 1551 Jennings Mill Rd., Suite 1600A
 Watkinsville, GA 30677
 P: 706-254-9478
est@baynedg.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
- Department:** City Manager
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$2,400,000.00 loan extended until March 30, 2024
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve an amendment to the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the extension of the due date for a hotel loan originally approved August 12, 2020

Summary: The City entered into an Intergovernmental Agreement with the Downtown Development Authority on August 12, 2020 to provide a loan of \$2,400,000.00 to bridge a gap between the completion of the parking deck under construction within the City and the start of hotel construction by RIO Lawrenceville, LLC. This amendment will extend the due date for this loan until March 30, 2024.

Background:

Fiscal Impact: Loan of \$2,400,000.00 with an interest rate of no less than 6% to be paid in full on or before March 30, 2024.

Concurrences:

Attachments/Exhibits: Hotel Loan IGA 7th Amendment.doc

SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Hotel Loan

This SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“IGA AMENDMENT”) is made and entered into as of the 13th day of December, 2023, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

WITNESSETH:

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

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

WHEREAS, the City and the DDA did enter into an Intergovernmental Agreement dated August 17, 2020 (Hotel Loan IGA) which authorized the transfer of certain funds to the DDA subject to certain terms and conditions, which funds were used by the DDA for a loan to finance a redevelopment project; and

WHEREAS, the DDA loaned the funds transferred by the City under the Hotel Loan IGA in accordance with the terms of the Hotel Loan IGA, which terms were modified by six previous amendments:

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

The Hotel Loan IGA is hereby modified by deleting Paragraph 1 of the Hotel Loan IGA and replacing it with the following:

1. The City has transferred to the DDA the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) which was used to finance a loan from the DDA to RIO Lawrenceville, LLC to assist in the construction of a parking deck and infrastructure for a hotel to be developed in the City of Lawrenceville. The original loan earned interest at a rate of no less than three per cent (3%) per annum, and was due and payable in full on or before June 30, 2021. The due date of the loan has

been extended by six previous modifications and is currently December 31, 2023. The DDA is authorized to modify the terms of the original loan as the DDA determines is appropriate including but not limited to deferring payments, provided that any extension of the original loan shall earn interest at a rate of not less than six percent (6%) per annum and that the entire principal and interest on the loan shall be due no later than March 30, 2024. The DDA shall require such security, guaranties, or collateral as it deems appropriate to secure repayment of the loan.

All other provisions of the Hotel Loan IGA shall remain in full force and effect.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R.. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Sale of Surplus Property located in Land Lot 146 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia – Eaton Street ROW
- Department:** Administration
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$68,000.00
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approval of the Sale of Surplus Property located in Land Lot 146 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia to the sole bidder, Marteeth Properties in the amount of \$68,000.00. Authorization for Mayor or City Manager to execute documents subject to approval by the City Attorney. Documents to follow approval.

Summary: This property contains 0.234 acres (10,187 square feet). The sale of this property was advertised in accordance with State law and solicited using the sealed bid method. It will be disposed of using a Quitclaim deed.

Fiscal Impact: Revenue of \$68,000.00.

Attachments/Exhibits:
Bid Submission

Failure to return this page as part of bid document may result in rejection of bid.

TO THE CITY OF LAWRENCEVILLE, GEORGIA

BID FORM

(Please complete by Printing or Typing)

For the property described on Exhibit A which is attached hereto and incorporated herein by reference.

The undersigned bids \$ 68,000.00

The undersigned has read the terms of the sale attached hereto as Exhibit B and agrees to them.

This offer cannot be revoked or rescinded after 3:00 p.m. on November 29, 2023.

If the Bidder utilizes the services of a real estate agent/broker, any commission or fee due to the said agent/broker shall not be included in the bid price and said commission or fee shall be the sole responsibility of the Bidder. If the bidder's agent/broker commission or fee will be paid at closing, bidder shall provide said additional funds to be distributed at closing.

NAME: MARLEETH PROPERTIES

ADDRESS: 1414 AZALEA DR
LAWRENCEVILLE GA 30043

TELEPHONE: 404-570-8901

EMAIL: MARLEETH@GMAIL.COM

Signature [Handwritten Signature]

Title: PRES.
(If bid is by entity)

This bid is to be sealed in an envelope marked "Bid for Real Estate - Eaton Street".

This bid must be submitted to and received by the Finance Office no later than 3:00 p.m. on November 29, 2023, at Lawrenceville City Hall, 70 S. Clayton St., Lawrenceville, Georgia 30046.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Acquisition of 345 Roberts Street
 - Department:** City Administration
 - Date of Meeting:** Wednesday, December 13, 2023
 - Fiscal Impact:** \$4,000,000.00
 - Presented By:** Chuck Warbington, City Manager
 - Action Requested:** Approval of the Purchase and Sale Agreement to acquire 345 Roberts Street totaling 7.05 acres and authorize the Mayor or City Manager to sign any documents related to this acquisition.
-

-PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into on or as of this 24th day of July, 2023 (the "Effective Date"), by and between Ann Christine LLC aka Anne Christine LLC and William Marie LLC, Georgia Limited Liability Companies ("Seller"), and The City of Lawrenceville, Georgia, a municipality organized under the laws of the State of Georgia ("Purchaser").

Recitals

- A. Seller is the owner of that certain real property consisting of approximately 7.05 acres, more or less, located at 345 Roberts St., in Lawrenceville, Gwinnett County, Georgia, which property is more particularly identified or depicted on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Purchaser desires to purchase the Property, and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, including the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Agreement to Sell. For the consideration set forth in Paragraph 2 below, Seller hereby agrees to grant, bargain, sell, assign and convey to Purchaser, the Property, together with all improvements, easements, licenses, privileges, appurtenances, water rights and other rights pertaining thereto, including without limitation all air or air space rights, all subsurface rights, all riparian rights, all title and interest of Seller in and to adjacent roads, rights of way, alleys, drainage facilities, utility facilities, impact fee credits, concurrency rights, development rights, sewer or water reservations or tap-in rights, and any and all similar development rights incident or related thereto.
- 2. Purchase Price. The total purchase price for the Property shall be Four Million (\$4,000,000.00) (the "Purchase Price"), to be paid as hereinafter provided.
- 3. Earnest Money. Purchaser will deliver, within three (3) business days following the Effective Date, a wire in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Initial Deposit") to Mahaffey Pickens Tucker, LLP (the "Escrow Agent") (the Initial Deposit, together with the Additional; Deposit and any additional/extension deposit(s) made pursuant to Paragraph 4, and any interest thereon, is hereinafter referred to as the "Earnest Money"), to be held and disbursed by the Escrow Agent in accordance with the terms of this Agreement. In the event Purchaser does not terminate this Agreement on or before the expiration of the "Inspection Period", as that term is hereafter defined, then Purchaser shall, within three (3) days after expiration of the Inspection Period (as hereinafter defined), deliver to Escrow Agent, the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Additional Earnest Money"). Escrow Agent shall deposit the Earnest Money in its non-interest bearing trust account. Except as may be otherwise

expressly provided in this Agreement, the Earnest Money shall not be refundable should Purchaser fail to purchase the Property and shall be forfeited to and retained by Seller as liquidated damages for taking the Property off the market prior to the Closing Date, and Seller shall have no further claim against Purchaser.

- 4. Right of Inspection. Commencing the next business day after the Effective Date, Purchaser, its employees, agents or designees, which shall include but not be limited to any party having a contract with Purchaser to buy or redevelop the Property, at Purchaser's sole expense, shall have one hundred twenty (120) days (as such period may be extended as provided for hereunder, the "Inspection Period") to examine and test the Property, and shall further have the right of ingress and egress over and through the Property during normal business hours for the purpose of inspecting, appraising, soil and environmental testing, testing for drainage, surveying, preparing engineering or architectural drawings, and any other activities necessary to assess the Property, including the review of the Title Commitment, as hereafter defined, and the satisfactory completion of any zoning process or other governmental or regulatory approval necessary for Purchaser's hereinafter defined Intended Use (collectively, the "Inspections"). Purchaser agrees, at Purchaser's expense, to use commercially reasonable efforts to restore the Property to its then existing condition prior to any inspection contemplated by this Agreement. If not previously provided by Seller prior to the Effective Date, within seven (7) business days following the Effective Date (the "Seller's Documents Delivery Date"), Seller shall cause to be made available to Purchaser (i) any owner's title insurance policy for the Property obtained by Seller and any current title report or title commitment for the Property in the possession or control of Seller, (ii) any existing survey and any plat of the Property in the possession or control of Seller, (iii) any environmental and property condition reports related to the Property in the possession or control of Seller, and (iv) copies of any unrecorded documents that potentially impact the use and/or development of the Property in Seller's possession or control (collectively, the "Existing Due Diligence"). Seller acknowledges that the Existing Due Diligence is critical to Purchaser's Inspections, and as a result, the Inspection Period will be extended automatically one day for each day that the delivery of the Existing Due Diligence is delayed past the Seller's Documents Delivery Date.

Purchaser shall be permitted to extend the Inspection Period for an additional (60)-day period (the "Extension Period"), by providing written notice of such extension to Seller prior to the end of the Inspection Period and by depositing with the Escrow Agent an additional Fifty Thousand and No/100 Dollars (\$50,000.00) for such extension, which additional deposit shall become part of the Earnest Money hereunder. Notwithstanding anything in this Agreement to the contrary, any reference to the Inspection Period shall include the Extension Period exercised by Purchaser hereunder.

5. Application of Earnest Money or Refund. The Earnest Money shall be applied to the Purchase Price to be paid by Purchaser at Closing and unless the Agreement is terminated before the expiration of the Inspection Period shall be non-refundable to Purchaser, except as expressly provided otherwise in this Agreement.
6. Cooperation. Prior to the Closing Date, Seller shall cooperate in whatever manner is reasonably required by Purchaser or any independent inspector, surveyor, or governmental authority in order for Purchaser to obtain any environmental site assessment reports, surveys or any other reports requested by Purchaser to assess the Property and to pursue all approvals and entitlements required by Purchaser for its intended use.
7. Possession. Seller shall deliver possession of the Property to Purchaser on the Closing Date.
8. Place and Date of Closing. The closing of the sale and purchase of the Property (the "Closing") shall take place within ninety-five (95) days following the completion of the Inspection Period. The Closing shall take place at the offices of First American Title Insurance Company (the "Title Company") and shall be conducted pursuant to an escrow-style closing through the Title Company so that it will not be necessary for any party to physically attend the Closing. The actual date of Closing is referred to herein as the "Closing Date."
9. Additional Inspections.
 - a. Survey. Purchaser, at its expense, will cause a survey of the Property to be prepared by a surveyor acceptable to Purchaser (the "Survey"). The Survey shall be certified to Purchaser and the Title Company. Seller's obligation to sell the Property shall be subject to Seller's approval of the Survey, which said approval shall not be unreasonably withheld, conditioned or delayed.
 - b. Environmental. Purchaser, at its expense, may obtain during the Inspection Period a written environmental site assessment report prepared by an environmental engineer acceptable to Purchaser.
 - c. Entitlements. Purchaser's obligation to close the purchase of the Property is subject to Purchaser's having received, prior to the expiration of the Inspection Period, the following (collectively, the "Entitlements"): (i) adequate evidence (as determined by Purchaser in its sole and absolute discretion) that the Property is zoned in such a manner that the development and operation of the Property for Purchaser's intended use will comply with any and all applicable laws and use restrictions affecting the Property; and (ii) any governmental, regulatory or development approvals required to authorize Purchaser's intended use of the Property. Prior to the Closing Date, Seller shall cooperate with Purchaser or any governmental authority in order to obtain the Entitlements.

The matters described in this Paragraph 9 (the "Additional Inspections") shall be deemed Inspections and shall be subject to Purchaser's review and approval. Except as otherwise expressly set forth herein, the parties expressly acknowledge and agree that any and all third party reports or other written product (collectively, the "Due Diligence Reports") obtained by Purchaser as a result of the Inspections shall remain the sole property of Purchaser and Purchaser shall be under no obligation to provide copies of the Due Diligence Reports to Seller. If any Inspection or other matter related to the Property is deemed unacceptable by Purchaser for any reason in its sole discretion during the Inspection Period set forth in Paragraph 4, Purchaser shall have, as its sole remedy, the right to terminate this Agreement prior to the end of the Inspection Period, in which case all Earnest Money deposited shall be refunded to Purchaser and neither party shall have any further claim against the other. If Purchaser elects to terminate this Agreement, Purchaser shall provide copies of the Due Diligence Reports to Seller: (i) upon written request by the Seller of the same; and (ii) receipt of payment by Seller to Purchaser of all costs, expenses and other charges incurred by Purchaser in obtaining the Due Diligence Reports, all of which must occur within ten (10) days of Seller's receipt of Purchaser's notice of termination of this Agreement..

10. Conveyance. At Closing, Seller shall convey good and marketable fee simple title to the Property to Purchaser by limited warranty deed subject only to such restrictions, easements and other matters of record reflected in the Title Commitment and accepted by Purchaser during the Inspection Period. The legal description in the limited warranty deed shall be the legal description contained in the deed(s) conveying title to the Property to the Seller. The Seller agrees to provide a quit claim deed with a legal description based on Purchaser's new survey.

11. Costs and Fees. Seller shall be responsible for any past due, deferred or so called "roll-back" taxes applicable to the Property and one-half of any closing or escrow fee charged by the Title Company. Purchaser shall pay for the title insurance premium for Purchaser's owner's title insurance policy (and the title search and abstract fees associated with said title insurance policy, including any endorsements required by Purchaser), all recording taxes, documentary stamps, transfer taxes and other charges for recording the deed, the cost of Purchaser's survey, the cost of any other Inspections, one-half of any closing or escrow fee charged by the Title Company, the commission charged by Purchaser's Broker (as hereinafter defined), costs and expenses related to terminating the Leases and any other costs not described herein customarily borne by a purchaser in commercial real estate transactions in the county where the Property is located. Seller and Purchaser shall each pay its respective costs for its own attorneys' fees for services related to the negotiation and preparation of this Agreement and the sale and purchase of the Property.

12. Apportionments. Ad valorem taxes and assessments, if any, for the tax year in which the Closing occurs are to be apportioned (on the basis of a 365-day year) as of the Closing Date in accordance with the following procedures:

- a. Apportionment of ad valorem taxes and assessments, if any, shall be made on the basis of the tax year for which assessed. If the Closing Date shall occur before the tax rate for the current year shall be established, the tax rate for the preceding year shall be applied to the last assessed valuation. After the taxes and assessments, if any, are finally fixed, Seller and Purchaser shall make a recalculation of the apportionment of same, and Seller or Purchaser, as the case may be, shall make an appropriate payment to the other based on such recalculation if the recalculation determines that either party is owed more than Five Hundred Dollars (\$500.00) more or less than the original proration. All real property assessments levied against the Property prior to the Closing Date shall be apportioned as provided for herein. Seller's and Purchaser's obligations under this subparagraph (a) shall survive the Closing.
 - b. If any refund of real property taxes and assessments is made after the Closing Date in respect of a period any portion of which was prior to the Closing Date, the same shall be applied first to the costs incurred in obtaining the refund. The balance, if any, of such refund shall be paid to Seller (for the period prior to the Closing Date) and to Purchaser (for the period commencing with the Closing Date).
 - c. If there is a net balance due Seller on the foregoing apportionments, the same shall be paid by Purchaser at the Closing. If there be a net balance due Purchaser on the foregoing apportionments, the same shall be credited against the Purchase Price at the Closing.
 - d. In the event the tax parcel(s) in which the Property is located contains any additional property as of the Closing Date, Seller and Purchaser agree to enter into a tax proration agreement at Closing, which shall provide, among other things, that (i) as soon as reasonably possible after Closing, the parties will diligently pursue until completion a tax parcel split that creates a separate tax parcel that includes the Property and no other property and (ii) in the event such tax parcel split is not effective prior to the delivery of any tax assessments following the Closing, each party will be responsible for its pro rata share of such assessment.
13. Representations and Warranties of Seller. To induce Purchaser to enter into this Agreement, Seller makes the following representations and warranties, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the Closing Date:
- a. Seller has full power and authority to enter into this Agreement, to perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller.
 - b. No act or omission has occurred with respect to the Property and no materials or services have been furnished or delivered on or to the Property which would create or

otherwise encumber the Property with any mechanics, materialman, laborer, or other similar type lien after the Closing Date.

- c. Seller has no actual knowledge of and shall not initiate or participate in any changes in zoning proposed by any applicable zoning authority unless requested to do so by Purchaser.
- d. Seller owns and will convey to Purchaser at Closing, good, indefeasible, fee simple title to the Property, as set forth herein.
- e. Except for the hereinafter defined Leases, Seller is not a party to any leases of any interest in the Property, or any contract, operating arrangement or other agreement affecting the ownership, use or operation of the Property that could be binding upon Purchaser after Closing, and Purchaser shall have the exclusive right to possession of the Property after Closing. Following the Effective Date, Seller will not enter into any agreement which amends, renews, restates or otherwise alters either the Leases without Purchaser's prior written consent. There is no other agreement, written or oral, under which Seller is or could become obligated to convey the Property or any interest therein, to a third party and Seller will not enter into any such agreement before Closing.
- f. To the best knowledge of Seller, there is no pending or threatened litigation, arbitration, administrative proceeding (excluding any future administrative proceeding necessary for Purchaser to develop and improve the Property as contemplated by this Agreement) or other legal action which, if adversely determined, might: (a) restrain the consummation of the transaction contemplated under this Agreement; (b) result in any lien or encumbrance against the Property; or (c) adversely affect the Property or Purchaser's ability to develop and improve it as contemplated by this Agreement.
- g. Seller has received no uncured written notice from any governmental authority or other person that the Property is in violation of any applicable law, rule, regulation, judgment, order or decree of any governmental authority or any recorded grants, declarations, reservations, covenants, conditions, restrictions, easements, permits, licenses, franchises, variances and approvals affecting the Property, nor to Seller's knowledge, is there any basis for any such claim of violation.
- h. Seller has received no written notice from any governmental authority or other person that condemnation proceedings affecting the Property, or any part thereof have been commenced, nor to Seller's knowledge, are any such proceedings under active consideration by any governmental authority or other person.

i. To Seller's knowledge, there are no current or threatened general or special assessments levied by any governmental authority with respect to the Property.

j. To the best knowledge of Seller, without any independent investigation:

neither Seller nor any previous owner, tenant, occupant or user of the Property, nor any other person, has engaged in or permitted any operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials (as hereinafter defined) in violation of any applicable laws or regulations on, under, in or about the Property, or transported any Hazardous Materials to, from or across the Property, nor are any Hazardous Materials presently constructed, deposited, stored, or otherwise located on, under, in or about the Property, nor have any Hazardous Materials migrated from the Property upon or beneath other properties, nor have any Hazardous Materials migrated or threatened to migrate from other properties upon, about or beneath the Property, nor are any underground improvements, including but not limited to storage tanks, dumps, or water, gas or oil wells now located or have ever been located on the Property. As used herein, the term "Hazardous Materials" means any substance:

- i. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
- ii. which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or
- iii. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Georgia or any political subdivision thereof; or
- iv. the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or

- v. the presence of which on adjacent properties could constitute a trespass by Seller; or
- vi. without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons; or
- vii. without limitation, which contains polychlorinated bipheynols (PCBs), asbestos or urea formaldehyde foam insulation; or
- viii. without limitation, which consists of radon gas.

Notwithstanding any provisions to the contrary herein, the representations and warranties of Seller contained in this Paragraph 13 shall survive the Closing for a period of one (1) year (Seller hereby agreeing to indemnify and hold harmless Purchaser from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations or warranties, as to conditions existing prior to the Closing Date, for such period ending one (1) year after the Closing Date), at which time such representations and warranties (and such indemnity) shall terminate and be of no further force or effect, except for any claims made prior to the end of such 1-year period.

14. Title Commitment.

- a. Within sixty (60) days of the Effective Date, Purchaser, at its expense, shall obtain a title commitment, together with legible copies of all exceptions (the "Title Commitment") issued by the Title Company for an owner's title insurance policy in the amount of the Purchase Price setting forth the status of title to the Property and any exceptions thereto. After the Effective Date, Seller shall in no way encumber or burden the Property without the prior written consent of Purchaser.
- b. If a search of the title discloses judgments, bankruptcies or other liens against other persons having names the same as or similar to that of Seller, Seller, on request, shall deliver to Purchaser and the Title Company affidavits showing that such judgments, bankruptcies or other liens are not against Seller.
- c. Purchaser may object to any matters shown on the Title Commitment or Purchaser's survey by notifying Seller in writing of any objections at least thirty (30) days prior to the expiration of the Inspection Period. Within ten (10) days after receipt of title and survey objections, Seller shall notify Purchaser as to any such objections that Seller shall cure, and if Seller fails to respond, Seller shall be deemed to have elected not to cure any such objections. Should Seller fail to agree to cure any objections, Purchaser shall have the right, to be exercised within ten (10) days of Purchaser's response (or deemed response) to either (i) to terminate this Agreement prior to Closing, in which case the Earnest Money shall be refunded promptly to Purchaser, this Agreement shall terminate, and neither party shall have any further claim against the other, or (ii) to waive the necessity of such cure(s) and to proceed to Closing with no reduction in the Purchase Price. Purchaser hereby objects to all mortgages, deeds to secure debts or deeds of trust,

tax liens, judgment liens, mechanics and materialman’s liens and any other lien or encumbrance securing the payment of a sum of money, created by act or omission of Seller, other than the lien for property taxes for the year in which the Closing occurs and all subsequent years (collectively “Monetary Liens”). Notwithstanding anything in this Agreement to the contrary, Seller shall remove or discharge all Monetary Liens at or before Closing.

- d. If any update to the Title Commitment or Purchaser's survey prior to Closing reveals any new encumbrance, lien or question of title which was not created or caused to be created by Purchaser, then Purchaser shall have the right to object to the same in writing to Seller. Seller shall have ten (10) business days after receipt of any such subsequent title and survey objections to either cure such objections or notify Purchaser of which objections Seller will and will not cure. Should Seller notify Purchaser that Seller will not cure any subsequent title and survey objections or should Seller fail to timely cure any such objections, Purchaser shall have the right either (i) to terminate this Agreement prior to Closing, in which case the Earnest Money shall be refunded promptly to Purchaser, this Agreement shall terminate, and neither party shall have any further claim against the other, or (ii) to waive the necessity of such cure(s) and to proceed to Closing with no reduction in the Purchase Price.
- e. At the Closing, Seller shall deliver to Purchaser, with a copy thereof to the Title Company, an affidavit with respect to (i) mechanic's liens, certifying that as of the Closing Date there are no known unpaid bills rendered or to be rendered for services performed or materials furnished to the Property and (ii) parties in possession, certifying that on the Closing Date, there are no parties other than Seller in possession of the Property.
- f. Conditions Precedent to Closing. The obligations of Purchaser and Seller under this Agreement are subject to all covenants, agreements, actions, proceedings, instruments and documents required pursuant to this Agreement (including without limitation satisfaction of the Additional Inspections) having been performed, complied with or delivered (as the case may be) in accordance with this Agreement.

15. Documents for Closing.

- a. Purchaser's attorney shall prepare the necessary instruments required in the Title Commitment in connection with transferring title to the Property to Purchaser. Seller shall (if required) prepare a resolution authorizing the sale of the Property to Purchaser and authorizing specific corporate officers, partners, or representatives as the case may be, to execute the necessary documents to transfer title to the Property to Purchaser. Seller, at Seller's sole cost and expense, shall also deliver or cause to be delivered to Purchaser the following documents:
 - i. a certificate of non-foreign status to ensure Seller's compliance with Foreign Investment in Real Property Tax Act ("FIRPTA") (Section 1445 of the Internal Revenue Code of 1986, as amended);

- ii. such documents and instruments as required by this Agreement, each of which shall be in form and substance satisfactory to Purchaser, the Title Company, Purchaser's counsel, Seller, and Seller's counsel;
 - iii. such documents and instruments required by Purchaser or the Title Company to transfer Seller's interest in the Property pursuant to the terms of this Agreement, each of which shall be in form and substance satisfactory to Purchaser, the Title Company, Purchaser's counsel, Seller, and Seller's counsel;
 - b. At the Closing, Purchaser shall deliver, or cause to be delivered, to Seller in accordance with the terms of this Agreement the Purchase Price less the Earnest Money and prorations and such documents and instruments required by this Agreement.
16. Remedies. Notwithstanding anything to the contrary set forth in this Agreement or in any document delivered in connection with the transaction contemplated by this Agreement, the parties hereto agree that if Seller fails to comply with any of the provisions of this Agreement, Purchaser shall have the right to (i) terminate this Agreement and receive a prompt refund of the Earnest Money, and/or (ii) obtain specific performance of Seller's obligation to convey the Property.. . If Purchaser fails to comply with the terms of this Agreement, Seller's sole remedy shall be to terminate this Agreement and receive the Earnest Money, as provided in Paragraph 3 above.
17. Condemnation and Destruction. If, on or prior to the Closing Date, all or any reasonably substantial portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated or if the Property has been materially damaged or destroyed, Seller shall notify Purchaser of such fact and Purchaser shall have the option to terminate this Agreement and, in the event Purchaser shall elect to terminate this Agreement, Purchaser shall be entitled to a prompt refund of the Earnest Money. If this Agreement is terminated and the Earnest Money is returned, as aforesaid, neither party shall have any further rights or obligations hereunder. If, after receipt of Seller's notice, as aforesaid, Purchaser does not exercise its option to terminate this Agreement, the parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Purchaser shall be entitled to receive and keep, all awards for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage.
18. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated in this Agreement shall be binding on any of the parties and no portion hereof shall be amended or modified unless such change shall be in writing and signed by both parties thereto.
19. Broker's Commission. Seller and Purchaser both represent that to the other that they have not used the services of any broker in this transaction. Seller and Purchaser each

hereby agree to the extent allowed by law, if any, to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees (as hereinafter defined) or similar charges with respect to this transaction arising by, through or under the indemnifying party, and each further agrees to the extent allowed by law, if any, to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Paragraph 19. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. To the extent allowed by law, if any, this indemnification agreement of the parties shall survive the Closing.

- 20. Notice. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered either: (i) personally; (ii) by certified or registered mail, return receipt requested, postage prepaid; (iii) by a recognized overnight courier service (such as Fed Ex), or (iv) by email:

If to Seller: Ann Christine LLC
80 Ariaial Road,
Commerce, Georgia 30530

Attn:Dave H. Davis

William Marie LLC

1530 Meriweather Drive #205

Watkinsville, Ga 30677

Attn: W. Stacey Britt

If to Purchaser:

City of Lawrenceville, Georgia
70 S Clayton Street
P.O. Box 2200
Lawrenceville, Georgia 30046
Attn: Chuck Warbington, City Manager
Email:chuck.warbington@lawrencevillega.org

With a copy to: Pereira, Kirby, Kinsinger & Nguyen, LLP
690 Longleaf Drive
P.O. Drawer 1250

Lawrenceville, Georgia 30046
Attn: Lee Thompson and Frank Hartley
Email: lthompson@pkknlaw.com
fhartley@pkknlaw.com

If to Title Company: First American Title Insurance Company
National Commercial Services
30 North LaSalle Street, Suite 2700
Chicago, IL 60602
Attn: Patricia Rogers
progers@firstam.com

All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, on the third business day following deposit with the United States Mail as a registered or certified matter with postage prepaid, or when delivered personally or sent by email between the hours of 7:00 am and 5 pm central time, with a copy to follow by mail or overnight courier. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Paragraph 20.

- 21. Number and Gender. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, joint venture, trust or estate.
- 22. Counterparts; Electronic Execution and Retention. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signature on a counterpart may be made by facsimile or otherwise electronically transmitted, and such signature shall have the same force and effect as an original signature. Further, this Agreement may be retained in any electronic format, and all electronic copies thereof shall likewise be deemed to be an original and shall have the same force and effect as an original copy of this Agreement.
- 23. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State in which the Property is located, without regard to its conflicts of law provisions.
- 24. Assignment; Successors and Assigns. This Agreement may be assigned by Purchaser without Seller's consent and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. Seller shall not assign this Agreement, in whole or in part, without the prior written consent of Purchaser.
- 25. Survival. All terms of this Agreement which shall survive the Closing are so indicated in the specific section to which survival shall apply.

- 26. Confidentiality. Except for those public disclosures required by applicable law, Seller and Purchaser hereby agree that prior to the Closing the matters contained herein shall remain confidential, and that neither party will reveal the contents of this Agreement to any third parties other than their respective agents, employees, attorneys, accountants, consultants and any prospective assignees of this Agreement. Seller further agrees that Purchaser may provide a copy of this Agreement to and/or discuss the terms herein with architects, engineers, title examiners and other third party service providers that Purchaser engages in relation to the Property, any prospective investors, and any governmental officials and utility and other non-governmental entities with whom Purchaser may deal prior to Closing in regard to the Property. Each party will have all remedies available at law or in equity in the event of a breach of this paragraph by the other party hereto or its affiliates. All parties acknowledge that the Purchaser is a public entity subject to the Open Meeting Act and the Open Records Act of the State of Georgia and that good faith compliance with these laws shall not be a violation of this Paragraph 26.

- 27. Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- 28. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.

- 29. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or his legal representative drafted such provision.

- 30. Public Announcements. Seller and Purchaser agree that public announcements, if any, concerning the subject matter of this Agreement shall be mutually approved in advance. All parties acknowledge that the Seller is a public authority subject to the Open Meetings Act and the Open Records Act of the State of Georgia and that good faith compliance with these laws shall not be a violation of this Paragraph 30.

- 31. Force Majeure. Neither party will be liable for failure or delay to perform any obligation under this Agreement, including, but not limited to, obligations with respect to title reviews, surveys, environmental assessments, seeking or prosecuting zoning or regulatory approvals, and other due diligence matters or Inspections relating to the Property, due to circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters; acts of God; acts of terrorism; labor disputes

or stoppages; war (whether so declared or not); government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control (each, a "Force Majeure Event"). A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such Force Majeure Event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to resume performance under this Agreement as soon as reasonably practicable. In the event of a Force Majeure Event, the time for performance of any such obligation, or the exercise of any rights, under this Agreement shall be extended for a period equal to the time lost by reason of the delay.

32. Business Days. In the event any period of time provided for in this Agreement ends on a Saturday, Sunday or day other than a business day on which banks are generally open for a full day for business, such ending date shall automatically be extended to the next business day.
33. Representations and Warranties of Seller and Purchaser. Purchaser and Seller hereby represent that the terms and conditions set forth in this Agreement were negotiated at arm's length by the parties and that the Purchase Price represents a reasonable estimation of the fair market value of the Property not taking into account any former, current or future business relationships between Seller and Purchaser.
34. Seller's Covenants. While this Agreement is in effect, Seller will not actively market, sell or encumber the Property in any manner and further will not accept, negotiate or entertain any other offers for the Property. Seller will maintain the Property in its current condition and in compliance with applicable laws. Seller shall not take any other action which would cause any representation, warranty or covenant set out herein to be untrue as of Closing without Purchaser's prior written consent. Without the prior written consent of Purchaser, which may be granted or denied in Purchaser's sole and absolute discretion, Seller shall not enter into any oral or written service, maintenance, employment or other contracts, leases or agreements affecting the Property which would survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing, it being understood that Purchaser does not intend to take an assignment of any leases, service contracts or similar agreements at Closing.
35. Leases. Seller and Purchaser acknowledge and agree that the Property is subject to the following leases (collectively, the "Leases"): (i) Lease Agreement dated March 12, 2022, by and between Dave Davis and Jennifer N. Radilla; (ii) Lease Agreement dated February 4, 2022, by and between Dave Davis and Gladys Delgado; (iii) Lease Agreement dated March 22, 2022, by and between Dave Davis and Guadalupe Rios; (iv) Lease Agreement dated June 7, 2022, by and between Dave Davis and Ricardo Gutierrez (collectively the "Residential Leases"). Seller and Purchaser acknowledge and agree that the Property is subject to that certain Commercial Lease dated January 1, 2020, by and between Ann Christine – William Mary and Richard O. Chen (the "Commercial Lease").

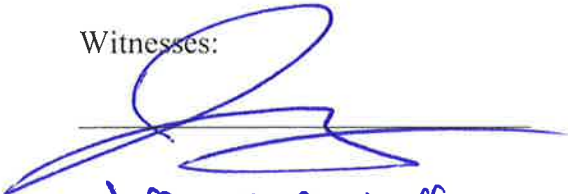
- 36. Termination of Residential Leases. After the end of the Inspection Period and prior to Closing, Seller shall terminate, or cause to be terminated, the Residential Leases. The termination of the Residential Leases shall be at the sole cost and expense of Seller. Seller agrees to cause the current occupants under the Residential Leases to vacate their respective properties prior to Closing; provided that Purchaser does not elect to Close earlier than seventy-five (75) days after the end of the Inspection Period, as may be extended pursuant to the terms of Section 4 above. In the event that any of the homes subject to the Residential Leases are destroyed prior to Closing, Seller shall retain all insurance proceeds and Purchaser will be responsible for any demolition; provided that any insurance proceeds received by Seller which are allocated to demolition shall be paid over by Seller to Purchaser.

- 37. Commercial Lease. Seller acknowledges and warrants that the Commercial Lease terminates on December 31, 2025. Seller will not modify the Commercial Lease or agree to an extension of the Commercial Lease. At the Closing, all of Seller's rights to the Commercial Lease shall be assigned to the Purchaser.


- 38. Threat of Condemnation. The City of Lawrenceville has the power of eminent domain. The parties acknowledge that the City of Lawrenceville has been in prior discussions with Seller concerning the acquisition of the Property to be used for redevelopment purposes, including but not limited to the condemnation and/or taking of the Property via the City's power of eminent domain. The purchase and sale under this Agreement would be under threat of eminent domain. This Option to Purchase is entered into as an offer of settlement and compromise of pending or threatened litigation relating to the condemnation and/or taking of the Property via the City's power of eminent domain, and shall be inadmissible in any action or litigation pursuant to O.C.G.A. § 24-4-408. Seller acknowledges that the City of Lawrenceville has complied with all provisions of Georgia law related to possible acquisition of property by use of eminent domain or that Seller has knowingly and specifically waived such requirements. By signing this Agreement Seller waives any future claims it may have under the Georgia laws related to condemnation including, but not limited to, any repurchase rights should the City of Lawrenceville sell the property for redevelopment purposes rather than use the property for public purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

Witnesses:



Jeffrey R. Mahaffey
[Print Name]



Jeffrey R. Mahaffey
[Print Name]


~~PURCHASER:-~~
SELLER

Ann Christine, LLC aka Anne Christine, LLC

By: 

Name: Dave H. Davis
Title: Manager

William Marie, LLC

By: 

Name: W. Stacey Britt
Title: Manager

Witnesses:

Bary Mock

Bary Mock
[Print Name]

Paula Foil

Paula Foil
[Print Name]

PURCHASER

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA

By: [Signature]

Name: CHUCK WHEBINKER

Title: CITY MANAGER

Exhibit A

Legal Description

Property Id. R5176 078

Add Legal Description



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 13, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Intergovernmental Agreement with the Development Authority of Lawrenceville for 345 Roberts Street totaling 7.05 acres
- Department:** City Manager
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:**
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for 345 Roberts Street totaling 7.05 acres and authorize the Mayor or City Manager to execute all documents upon review and approval of the City Attorney.

Summary: The following property is being recommended to transfer to the Development Authority of Lawrenceville (LDA) for redevelopment purposes:

345 Roberts Street – 7.05 acres

Attachments/Exhibits: Intergovernmental Agreement with the Development Authority of Lawrenceville for 345 Roberts Collins Hill Road at Hurricane Shoals Road Old ROW – 1.345 acre

INTERGOVERNMENTAL AGREEMENT

345 Roberts Street

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ___day of _____, 2023, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

WITNESSETH:

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

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

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

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

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

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

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

- 4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
- 5. The Mayor, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
- 6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
- 7. This IGA expresses the entire understanding and agreement between the parties hereto.
- 8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
- 9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
- 10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION, DECEMBER 13, 2023

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Acquisition of 182 Scenic Highway (Tax Parcels #5147 044F and #5147 044)
- Department:** City Administration
- Date of Meeting:** Wednesday, December 13, 2023
- Fiscal Impact:** \$1,350,000
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approval of the purchase of 182 Scenic Hwy (Tax Parcel #5147 044F and Tax Parcel #5147 044 totaling 2.71 +/- acres) for \$1,350,000 and authorize the Mayor or City Manager to sign any documents upon the approval of the Purchase and Sale Agreement with the City Attorney

Summary: This acquisition helps with the redeveloped of the downtown area.

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **RACHEL T. BRONNUM and WILLIAM G. TANNER as the surviving Co-Executors of the ESTATE OF GH TANNER** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer") a Georgia Municipal Corporation.

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 approximately 1.43+/- acres of property known as 182 Scenic Highway (Gwinnett County Tax Parcel #5147 044F) and 1.28+/- acres of property known as Gwinnett County Tax Parcel #5147 044 together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described on Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be ONE MILLION, THREE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,350,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller's Representations.

(a) Seller hereby represents that to the actual knowledge of the Seller, without any independent investigation (which ~~warranties and~~ representations shall be effective as of the date of Closing) the following: That *WGT / RJB*

- 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 recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) 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. The Property is leased by RTA Towing Services, LLC d/b/a/ Reeve Automotive for use in its automotive repair business. The written lease has expired, and the Tenant has occupied the Property on a month to month basis for many years. Buyer will provide notice to the Tenant after Closing, and Seller shall have no obligation to terminate the Tenant's occupancy prior to Closing.

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 Buyer. Buyer acknowledges that Seller may encumber the Property provided that the encumbrance contains a provision that the Property will be released free and clear of encumbrance at or before closing for an amount less than the Purchase Price.

- 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 Buyer.

- vi) there are no encroachments upon the Property.

- vii) there are no deed restrictions or covenants that affect or apply to the Property.

- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

- ix) 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.

- x) 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 Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any

request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.

- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.
- xii) the execution and delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

For a period from the Effective Date of this Agreement through and until 90 days from the Effective Date of this Agreement, 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. To the extent permitted 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. This period shall be deemed the Inspection Period.

5. Objections to Title.

On or before the End of the Inspection Period, including any extensions, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed fifteen (15) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections prior to closing, Buyer may terminate this Agreement by providing written notice to Seller at least ten (10) days prior to closing and Buyer shall recover the earnest money, or Buyer may waive the objections

and proceed to close. 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 no later than sixty (60) days after the end of the Inspection Period, including any extensions of the Inspection Period, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller or Buyer may elect to have the transaction closed via an escrow arrangement reasonably suitable to 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 Executors’ Deed subject to permitted exceptions identified in the Buyer’s title examination.
- 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 Attorney and/or Title Company, be in such form and content acceptable to Seller, Buyer and Buyer’s Attorney and/or Title Company and contain without limitation the following information:
That:
 - a) there are no outstanding unrecorded contracts of sale, options, or other arrangements with respect to the Property to any person other than Buyer.
 - b) the Property is being conveyed unencumbered except for the Permitted Exceptions approved by the Buyer, if any.
 - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have 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 and the Tenant identified in Section 3 above.
 - 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 reasonably required to be executed and delivered to complete this transaction as contemplated hereunder.

(c) Ad valorem taxes, stormwater fees and similar fees shall be prorated as of the date of closing.

(d) All closing costs involved in the purchase of the Property (other than attorney’s and broker’s fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement 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 results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period, or any extension of the Inspection Period as provided for herein, if Buyer desires to cancel the contract based on this condition. If the Buyer does not cancel this Agreement during the Inspection Period, then Buyer accepts the Property “as is” in its current condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of TEN THOUSAND DOLLARS (\$10,000.00). At the end of the Inspection Period, the Earnest Money shall become nonrefundable, but applicable to the Purchase Price. All Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder all earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Seller refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller’s sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

All parties acknowledge that Peter Bronnum with Bronnum & Associates is a real estate licensee under the law of Georgia and is acting as principal in this transaction. It is agreed and acknowledged by all parties that at closing Bronnum & Associates shall receive a commission equal to Three (3) percent of the purchase price. Said commission shall be paid from the Seller's proceeds at closing. No other Brokers 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. The notice may be sent by registered or certified mail, postage pre-paid, or by documented hand delivery by courier of choice:

BUYER: City of Lawrenceville, Georgia
70 S Clayton St
P.O. Box 2200
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, City Manager
Email: chuck.warbington@lawrencevillega.org

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Box 1250
Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Email: fhartley@pkknlaw.com and lhompson@pkknlaw.com

SELLER:

William G. Tanner, Executor
4278 Riverview Drive
Peachtree Corners, GA 30097
Email: billtanner108@gmail.com

Rachel T. Bronnum, Executor
1254 Five Forks Trickum Road
Lawrenceville, GA 30046
Email: bronnumrachel27@gmail.com

Copy to Robert Jackson Wilson
295 S. Culver Street, Suite C.
Lawrenceville, GA 30046
Email: jwilson@rjwplaw.com

Notices may also be sent by email provided that the sender obtains acknowledgement in the form of a return email that the notice was received.

11. Miscellaneous.

(a) Interpretation. In this Agreement, 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, 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 Agreement 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 Agreement shall be deemed to be severable from all other provisions.

(e) Inurement. This Agreement 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 of the Agreement shall be the date the Lawrenceville City Council approves the agreement in a public meeting. Said meeting shall be no later than December 22, 2023.

12. Modification of Contract.

No modification of this Agreement 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.

13. Entire Contract.

This Agreement 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.

14. Mutual Drafting.

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

15. Special Stipulations

This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.

16. Powers of Buyer and IRC Section 1033.

The City of Lawrenceville is a Georgia municipal corporation and has the power of eminent domain. The Property is being purchased by the City for redevelopment purposes.

This Agreement is agreed to this 28th day of November, 2023.


This Agreement is agreed to this _____ day of _____, 2023.

ESTATE OF
GH TANNER

CITY OF LAWRENCEVILLE, GEORGIA

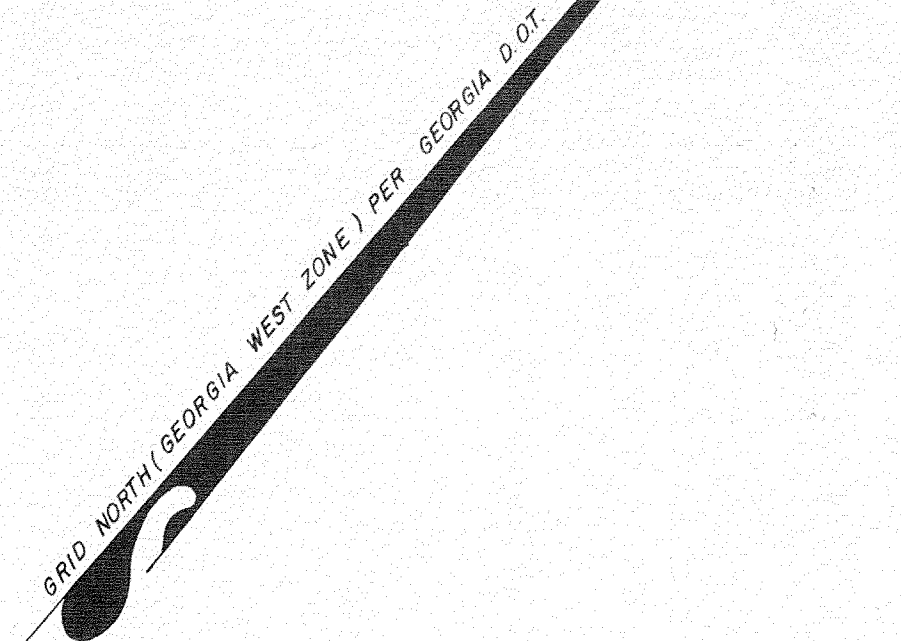
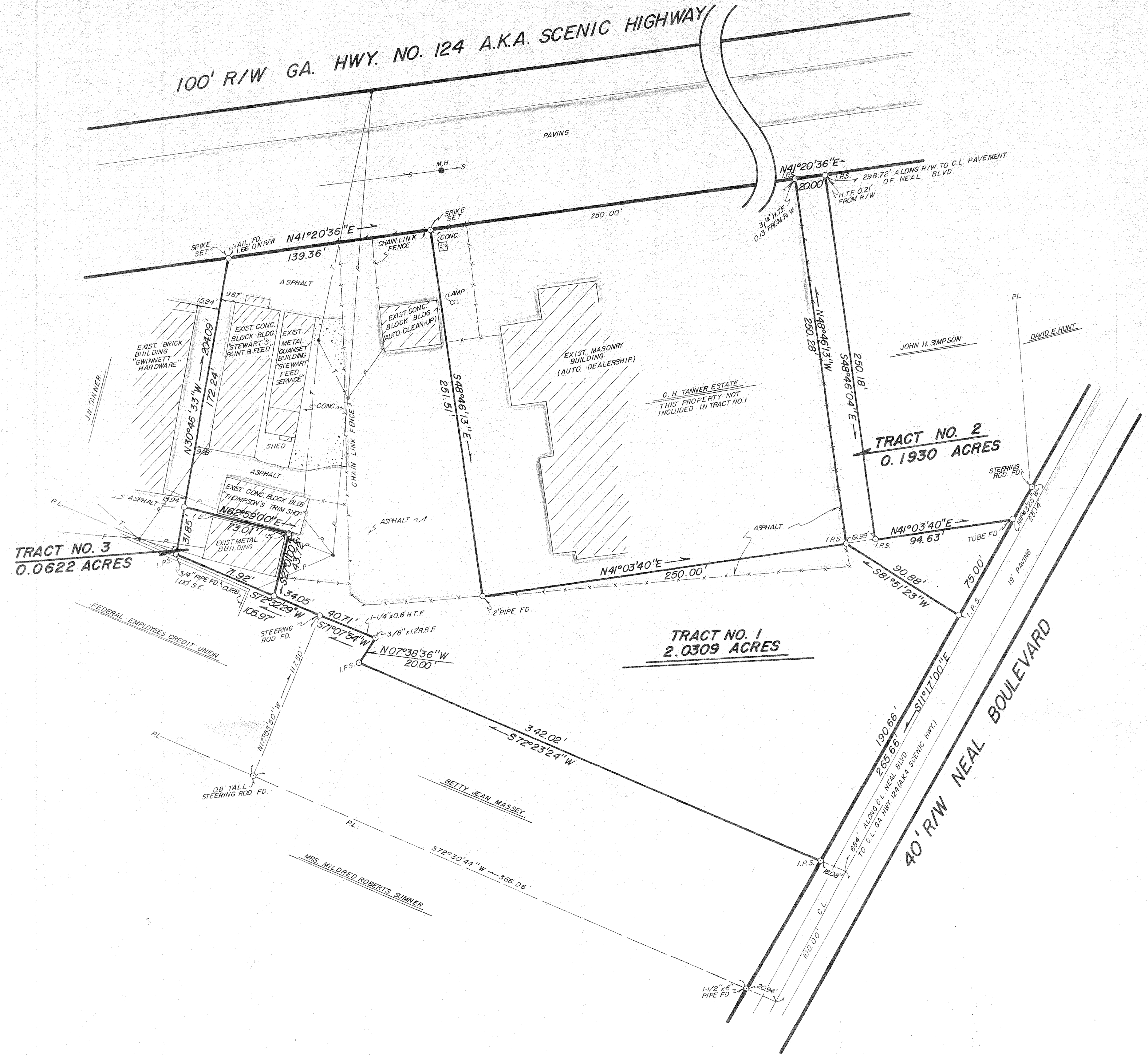
By: 
William G. Tanner
Title: Co-Executor

By: _____
Title: _____

By: 
Rachel T. Bronnum
Title: Co-Executor

- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY
- ASIN = AREA
- ON BOX = POINT OF TANGENCY
- WALL = L.L.L. LAND LOT LINE
- DRAIN = C.M.F. CONCRETE MONUMENT FOUND
- ATION = D.E. DRAINAGE EASEMENT
- IS = S.E. SEWER EASEMENT
- OF WAY = C.E. CONSTRUCTION EASEMENT (TEMPORARY)
- ING LINE = I.P.S. IRON PIN SET (3/4" R-BAR)
- ENTER LINE = R.B.F. R-BAR FOUND
- TRAVERSE LINE = H.T.F. HOLLOW TUBE FOUND
- PROPERTY LINE = G
- TH = TEST HOLE
- M.T. = MARKED TREE
- B.M. = BENCH MARK
- F.H. = FIRE HYDRANT
- X = FENCE
- C.M.P. = CORRUGATED METAL PIPE
- R.C.P. = REINFORCED CONCRETE PIPE
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- W = WATER LINE & F.H.
- S = SEWER LINE & M.H.
- P = POWER LINE & POLE
- T = TELEPHONE LINE & POLE
- C = CABLE TV LINE & POLE

- NOTES:
1. SURVEY PROCEDURES: RANDOM TRAVERSE MEASUREMENTS OBTAINED BY MEANS OF A ONE SECOND THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING DEVICE. 1/4" R-BARS SET FROM RANDOM TRAVERSE BY MEANS OF A ONE MINUTE TRANSIT AND STEEL TAPE.
 2. THE DATA UPON WHICH THIS PLAT IS BASED HAS A MINIMUM PRECISION RATIO OF ONE FOOT IN 101,202 FEET, AND AN AVERAGE ANGULAR ERROR OF 11.5 SECONDS PER ANGLE POINT, AND WAS ADJUSTED BY COMPASS RULE.
 3. DATA SHOWN ON THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS A MINIMUM PRECISION RATIO OF ONE FOOT IN 567,749 FEET.



ACREAGE CHART

TRACT NO.	ACREAGE
1	2.0309
2	0.1930
3	0.0622
TOTAL	2.2861

SURVEY FOR
G. H. TANNER ESTATE

LAND LOT(S) 147 of the 5th DISTRICT
CITY OF LAWRENCEVILLE
GWINNETT COUNTY, GEORGIA
2.2861 ACRES

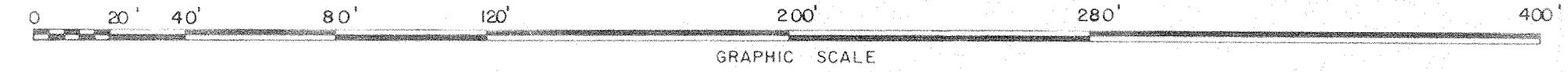
DATE: 9-18-85
SCALE: 1" = 40'

NO.	DATE	REVISION DESCRIPTION
1	8-12-86	TRACTS NO. 2 & 3 ADDED

DRAWN BY:
CHECKED BY:



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



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

LAND PLANNING 238 BUFORD DRIVE
LAND SURVEYING P.O. BOX 1207
CIVIL ENGINEERING LAWRENCEVILLE, GEORGIA 30246
TELEPHONE: (404) 963-7181

MICK L. MEEKS L.S. NO. 1497
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