



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, September 16, 2024
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Georgia Gwinnett College (GGC) Men's/Women's Basketball Coaches
2. Certified Loss Control Professional

Approval of Prior Meeting Minutes

3. August 19, 2024 - Special Call, Regular Meeting, Executive Session
4. September 04, 2024 - Special Call, Work Session, Executive Session

Proclamations

5. Georgia Reads Day

Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

- [6.](#) Purchase of Pad Mount Transformers
- [7.](#) Year 4 Contract Renewal of ReCAST Sub-Recipient Partners
- [8.](#) Axon VR Axon VR Immersive Training Firearms and Taser Equipment
- [9.](#) Intergovernmental Agreement for Conveyance of Property and Access Easement with Gwinnett County at 650 Hi-Hope Road
- [10.](#) Adoption of Resolution to amend the City's existing Georgia Fund 1 Account
- [11.](#) Lawrenceville City Hall Elevator Modernization Project
- [12.](#) Permanent Utility Easement for Water Line at 650 Hi-Hope Road

Public Hearing New Business

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

- [13.](#) Amend Chapter 34 to assess Occupation Tax by Gross Receipts and Profitability
- [14.](#) RZM2024-00016; McKinley Homes, LLC c/o Smith, Gambrell & Russell, LLP; 0 Hillcrest Green Drive

Council Business Old Business

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

- [15.](#) Amendment to Chapter 6 of the Code of Ordinances
- [16.](#) Amendment to Chapter 12 of the Code of Ordinances

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, SEPTEMBER 16, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of Pad Mount Transformers
- Department:** Electric
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** \$138,596.00
- Presented By:** Huston Gillis, Public Works Director
- Action Requested:** Award Purchase of Pad Mount Transformers to low bidder, Gresco Utility Supply, Inc. in the amount of \$138,596.00.

Summary: This purchase is to provide transformers for the Northside Hospital Project. These transformers will be purchased based on the additional buildings and additional electrical load required for the project.

Fiscal Impact: Purchase amount of \$138,596.00. This purchase is funded by Project 06-040 in the Capital Outlay Fund Account 5114600-541000. The project currently has \$172,424.72 approved and available. Upon approval of this item \$33,828.72 will be remaining in the project.

Attachments/Exhibits:
Bid Tabulation

SB005-25
Purchase of Pad Mount Transformers
Electric Department

			Pulsemac Solutions		Sunbelt Solomon Services, LLC		JST Power Equipment, LLC		Stewart C. Irby Co. Inc.		Intellogie Engineering, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	750 KVA U/G, 3-phase pad mount. 277/480. Dual voltage. Loop feed. Bayonet fuses.	3 ea	\$32,250.00	\$96,750.00	\$38,584.00	\$115,752.00	\$53,010.00	\$159,030.00	N/B	N/B	\$38,944.00	\$116,832.00
2	500 KVA U/G, 3-phase pad mount. 277/480. Dual voltage. Loop feed. Bayonet fuses	2 ea	\$27,569.00	\$55,138.00	\$27,940.00	\$55,880.00	\$44,245.00	\$88,490.00	N/B	N/B	\$32,444.00	\$64,888.00
3	15 KVA, single phase U/G pad mount. 120/240. Dual voltage.	1 ea	\$2,815.00	\$2,815.00	\$3,350.00	\$3,350.00	\$7,142.00	\$7,142.00	\$2,622.00	\$2,622.00	\$5,240.00	\$5,240.00
TOTAL			\$154,703.00		\$174,982.00		\$254,662.00		\$2,622.00		\$186,960.00	

			Siak Enterprise, LLC		T & R Electric Supply Co., Inc.		Gresco Utility Supply, Inc.		MP Predictive Technologies, Inc.		ECB Solutions, 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
1	750 KVA U/G, 3-phase pad mount. 277/480. Dual voltage. Loop feed. Bayonet fuses.	3 ea	\$67,714.00	\$203,142.00	\$37,800.00	\$113,400.00	\$30,714.00	\$92,142.00	\$57,200.00	\$171,600.00	\$54,800.00	\$164,400.00
2	500 KVA U/G, 3-phase pad mount. 277/480. Dual voltage. Loop feed. Bayonet fuses	2 ea	\$49,641.00	\$99,282.00	\$28,816.00	\$57,632.00	\$22,066.00	\$44,132.00	\$41,800.00	\$83,600.00	\$41,150.00	\$82,300.00
3	15 KVA, single phase U/G pad mount. 120/240. Dual voltage.	1 ea	\$8,689.00	\$8,689.00	\$6,468.00	\$6,468.00	\$2,322.00	\$2,322.00	N/B	N/B	\$8,500.00	\$8,500.00
TOTAL			\$311,113.00		\$177,500.00		\$138,596.00		\$255,200.00		\$255,200.00	

Recommended Vendor:
 Gresco Utility Supply, Inc.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 16, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Year 4 Contract Renewal of ReCAST Sub-Recipient Partners
- Department:** Community and Economic Development
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** \$0
- Presented By:** Jasmine Billings, Community & Economic Development Director
- Action Requested:** Approve contract renewal for Year 4 of ReCAST sub-recipient partners, Georgia Center for Opportunity, Impact 46, and ReCAST Program Director and authorize the Mayor or City Manager to execute agreements upon review and approval of the City Attorney.

Summary: ReCAST Lawrenceville will begin Year 4 of its grant cycle in October 2024. The Community and Economic Development Department seeks approval to renew three key contracts: Georgia Center for Opportunity, Impact 46, and the Program Director. These contracts will ensure the continued delivery of essential services, including workforce development, student programming, and grant management oversight. ReCAST stands for Resiliency in Communities After Stress & Trauma and is a grant program awarded through the Substance Abuse & Mental Health Services Administration.

Authorization is sought for the Mayor or City Manager to execute the contracts with the Georgia Center for Opportunity, Impact 46, and the Program Director, subject to the contract's approval by the City Attorney.

Attachments/Exhibits:

- ReCAST Year 4 Contract with Georgia Center for Opportunity
- ReCAST Year 4 Contract with Impact46
- ReCAST Year 4 Contract with ReCAST Program Director

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND GEORGIA CENTER FOR OPPORTUNITY, INC.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Georgia Center for Opportunity (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-04; and

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

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

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

Principal Tasks

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

B. Subrecipient Responsibilities

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

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

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Better Work Gwinnett
- Resume Support, Interview Coaching, and Soft-skills Training.
- Employment Mentoring
- Developing and Cultivating Partnerships
- Support outreach events with an organizational representative and with organizational materials.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

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

A. Subrecipient: Georgia Center for Opportunity

Name of Representative:	Randy Hicks
Title	President & CEO
Mailing Address:	333 Research Court
City, State, and Zip Code:	Peachtree Corners, GA 30092
Telephone Number:	770-242-0001
Email Address:	

B. Local Government: City of Lawrenceville

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

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$110,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

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

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

5. PAYMENT

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

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

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

6. PERFORMANCE MONITORING

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

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

7. GENERAL CONDITIONS

A. Independent Contractor

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

B. Hold Harmless

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

C. Workers’ Compensation

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

D. Insurance and Bonding

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

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

E. Amendments

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

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

F. Suspension or Termination

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

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- i. Accounting Standards
The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles
The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

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

B. Documentation and Record Keeping

- i. Records to Be Maintained
The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets the objectives of the project;
 3. Records required to determine the eligibility of activities;
 4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- ii. Access to Records and Retention
The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

- iii. Audits and Inspections
All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

- i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

- i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

- ii. Conflict of Interest
No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

- iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Georgia Center for Opportunity
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND IMPACT 46, INC.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Impact46 (herein called Subrecipient) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-04; and

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

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

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

Principal Tasks

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

B. Subrecipient Responsibilities

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

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

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Case Management/Intake Specialist/Community Development Manager and Program Manager (Student 46)
- Training and delivery of the Student Community Leadership Program
- Marketing/Recruitment for Summer of Impact Businesses
- Support outreach events with an organizational representative and with organizational materials

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

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

A. Subrecipient: Impact46

Name of Representative:	Jen Young
Title	Executive Director
Mailing Address:	PO Box 565
City, State, and Zip Code:	Lawrenceville, GA 30046
Telephone Number:	
Email Address:	jen@impact46.org

B. Local Government: City of Lawrenceville

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

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$240,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

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

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

5. PAYMENT

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

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

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

6. PERFORMANCE MONITORING

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

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

7. GENERAL CONDITIONS

A. Independent Contractor

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

B. Hold Harmless

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

C. Workers’ Compensation

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

D. Insurance and Bonding

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

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

E. Amendments

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

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

F. Suspension or Termination

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

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

i. Accounting Standards

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

ii. Cost Principles

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

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

B. Documentation and Record Keeping

- i. Records to Be Maintained
The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:
 1. Records providing a full description of each activity undertaken;
 2. Records demonstrating that each activity undertaken meets the objectives of the project;
 3. Records required to determine the eligibility of activities;
 4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
 5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

- ii. Access to Records and Retention
The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

- iii. Audits and Inspections
All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal

business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

i. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the

following:

- i. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

- i. Assignability
The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

- ii. Conflict of Interest
No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

- iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

- 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Impact46
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

**PROGRAM DIRECTOR AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND DR. EDWARD VALENTIN.**

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Dr. Edward Valentin (herein called the Program Director) for the Lawrenceville ReCAST Grant (herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-04; and

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

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

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

Principal Tasks

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

B. Program Director Responsibilities

The Program Director will complete in a satisfactory and proper manner as determined by the Local Government tasks outlined in an attached job description to accomplish the objectives outlined therein. The Program Director will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Tasks are outlined in the attached job description.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

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

A. Program Director: Impact46

Name of Representative:	Edward Valentin
Title	Program Director
Mailing Address:	196 Banyon Ct
City, State, and Zip Code:	Dallas, GA 30157
Telephone Number:	770-256-7078
Email Address:	emvalen@emory.edu

B. Local Government: City of Lawrenceville

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

4. BUDGET

The Local Government will pass through to the Program Director no more than \$36,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

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

writing by the Local Government and the Program Director.

5. PAYMENT

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

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

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

6. PERFORMANCE MONITORING

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

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

7. GENERAL CONDITIONS

A. Independent Contractor

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

B. Hold Harmless

The Program Director will hold harmless, defend, and indemnify the Local

Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Program Director’s performance or nonperformance of the services or subject matter called for in this Agreement.

C. Workers’ Compensation

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

D. Insurance and Bonding

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

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

E. Amendments

The Local Government or Program Director may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government’s governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Program Director from its obligations under this Agreement.

F. Suspension or Termination

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

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA

guidelines, policies or directives as may become applicable at any time;

- ii. Failure, for any reason, of the Program Director to fulfill in a timely and proper manner its obligations under this Agreement.
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the Program Director to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- i. Accounting Standards
The Program Director agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- ii. Cost Principles
The Program Director will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- iii. Duplication of Costs
The Program Director certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

- i. Records to Be Maintained
The Program Director will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets the objectives of the project;
3. Records required to determine the eligibility of activities;
4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

The grantee and other authorized representatives of the federal government shall have access to any books, documents, papers, and records of the Program Director that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Program Director for a period of six years after final audit of the Local Government's SAMHSA project unless a longer period is required to resolve audit findings or litigation. Additionally, if the Georgia Records Retention Act requires a longer period, then the records must be retained for that period. In such cases, the Local Government will request a longer period of record retention.

iii. Audits and Inspections

~~All Program Director records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.~~

~~Any deficiencies noted in audit reports must be fully cleared by the Program Director within 30 days after receipt by the Program Director. Failure of the Program Director to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.~~

~~The Program Director that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency~~

~~audit conducted in accordance with current Local Government policy concerning Program Director audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.~~

C. Reporting

i. Program Income

The Program Director will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Program Director will comply with the requirements set forth at 24 CFR 570.504.

ii. Periodic Reports

The Program Director, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Such reporting will include:

1. Monthly data updates to the ReCAST Lawrenceville data tracker
2. Brief milestone reports, offering a monthly update of grant-related organizational activities and progress
3. Periodic reports offered to the ReCAST Advisory Board; reporting to the Advisory Board is anticipated to be quarterly

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

- i. The Program Director will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

i. Assignability
The Program Director will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Program Director from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest
No member of the Local Government’s governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Program Director will take appropriate steps to assure compliance.

The Program Director agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include maintaining a written standard code of conduct that will govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

~~The Program Director covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Program Director further covenants that in the performance of this Agreement, no person having such interest will be employed.~~

iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Program Director does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Program Director for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Program Director with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Program Director have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Dr. Edward Valentin
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, SEPTEMBER 16, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Axon VR Axon VR Immersive Training Firearms and Taser Equipment
- Department:** Police
- Date of Meeting:** Wednesday, September 4, 2024
- Fiscal Impact:** \$106,162.50
- Presented By:** Captain Parker
- Action Requested:** Approval to Purchase Axon VR Immersive Training Firearms and Taser Equipment in the amount of \$106,162.50 using 2853210-531755 Speed Zone Funds.

Summary: Axon VR immerses trainees in scenarios before facing them in the field, eliciting similar stress responses and fostering the development of stronger muscle memory.

Background: Axon VR Training empowers officers to respond more confidently in the field. Empower officers with the skills to navigate complex real-world scenarios through immersive content and state-of-the-art technology, enabling them to train anytime, anywhere. Develop skills, empathy and de-escalation tactics and gain confidence in responding to calls with community members, victims in crisis, and individuals experiencing a mental health episode. Hone TASER energy weapon skills, including target assessment, speed, accuracy and confidence under stress. Improve critical decision-making skills, confidence, and accuracy under stress. Build muscle memory and train to proficiency without the need for extensive training time and live cartridge consumption.

Fiscal Impact: \$106,162.50 to be funded from 2853210-531755 Speed Zone.

Attachments/Exhibits:

- Axon Enterprise, Inc. Quote
- Axon VR Product Training Information



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-547584-45448.478DP

Issued: 06/06/2024

Quote Expiration: 07/16/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 117733

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Lawrenceville Police Dept. - GA 300 Jackson St Lawrenceville, GA 30048-5721 USA	Lawrenceville Police Dept. - GA 300 Jackson St Lawrenceville GA 30048-5721 USA Email:	Drew Patterson Phone: +1 5132038037 Email: dpatterson@axon.com Fax:	John Mullin Phone: (770) 983-2443 Email: jmullin@lawrencevilapd.com Fax:

Quote Summary

Program Length	45 Months
TOTAL COST	\$106,162.50
ESTIMATED TOTAL W/ TAX	\$106,162.50

Discount Summary

Average Savings Per Year	\$16,547.31
TOTAL SAVINGS	\$62,052.40

2853210-531755
Firearms

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$34,174.33	\$0.00	\$34,174.33
Jul 2025	\$23,061.30	\$0.00	\$23,061.30
Jul 2020	\$23,983.78	\$0.00	\$23,983.78
Jul 2027	\$24,843.11	\$0.00	\$24,843.11
Total	\$108,162.50	\$0.00	\$108,162.50

Quote Unbundled Price: \$168,214.90
 Quote List Price: \$161,899.70
 Quote Subtotal: \$108,162.60

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									
V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	4	45	\$53.05	\$43.83	\$0.00	\$0.00	\$0.00	\$0.00
TapHeadset	VR Headset TAP Bundle	4	45	\$52.80	\$41.84	\$0.00	\$0.00	\$0.00	\$0.00
TapTablet	VR Tablet TAP Bundle	4	45	\$26.19	\$23.05	\$0.00	\$0.00	\$0.00	\$0.00
V00005	BUNDLE - VR - TASER CONTROLLER TAP	4	45	\$49.91	\$41.02	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
20378	AXON VR - HEADSET - HTC FOCUS 3	4			\$1,093.00	\$0.00	\$0.00	\$0.00	\$0.00
V00010	BUNDLE - VR - CONTROLLER KIT T10	4	45		\$5,166.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	00	45		\$23.25	\$23.25	\$94,162.60	\$0.00	\$94,162.60
A la Carte Services									
101267	AXON VR - PSD - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
Total							\$108,162.60	\$0.00	\$108,162.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - VR - CONTROLLER KIT T10	100120	AXON VR - TACTICAL BAG	4	1	10/01/2024
BUNDLE - VR - CONTROLLER KIT T10	100748	AXON VR - CONTROLLER - TASER 10	4	1	10/01/2024
BUNDLE - VR - CONTROLLER KIT T10	100882	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	4	1	10/01/2024
BUNDLE - VR - CONTROLLER KIT T10	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3	1	10/01/2024
BUNDLE - VR - CONTROLLER KIT T10	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	10/01/2024
BUNDLE - VR - CONTROLLER KIT T10	20286	AXON VR - TABLET	4	1	10/01/2024
BUNDLE - VR - CONTROLLER KIT T10	20297	VR TABLET CASE	4	1	10/01/2024
A la Carte	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	10/01/2024
BUNDLE - VR - HANDGUN CONTROLLER TAP	101099	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	04/01/2027
BUNDLE - VR - TASER CONTROLLER TAP	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	04/01/2027
VR Headset TAP Bundle	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	04/01/2027
VR Tablet TAP Bundle	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	04/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	11/01/2024	07/31/2028

Services

Bundle	Item	Description	QTY
A la Carte	101287	AXON VR - PSO - FULL INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - VR - HANDGUN CONTROLLER TAP	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	10/01/2025	07/31/2028
BUNDLE - VR - TASER CONTROLLER TAP	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	10/01/2025	07/31/2028
VR Headset TAP Bundle	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	10/01/2025	07/31/2028
VR Tablet TAP Bundle	100213	AXON VR - EXT WARRANTY - TABLET	4	10/01/2025	07/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	300 Jackson St	Lawrenceville	GA	30046-5721	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101287	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Annual Payment 1	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$22,174.33	\$0.00	\$22,174.33
Annual Payment 1	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	TapHeadset	VR Headset TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	V00005	BUNDLE - VR - TASER CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	V00010	BUNDLE - VR - CONTROLLER KIT T10	4	\$0.00	\$0.00	\$0.00
Total				\$34,174.33	\$0.00	\$34,174.33

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$23,061.30	\$0.00	\$23,061.30
Annual Payment 2	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	TapHeadset	VR Headset TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	V00005	BUNDLE - VR - TASER CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	V00010	BUNDLE - VR - CONTROLLER KIT T10	4	\$0.00	\$0.00	\$0.00
Total				\$23,061.30	\$0.00	\$23,061.30

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$23,983.76	\$0.00	\$23,983.76
Annual Payment 3	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	TapHeadset	VR Headset TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	V00005	BUNDLE - VR - TASER CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	V00010	BUNDLE - VR - CONTROLLER KIT T10	4	\$0.00	\$0.00	\$0.00
Total				\$23,983.76	\$0.00	\$23,983.76

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	90	\$24,943.11	\$0.00	\$24,943.11
Annual Payment 4	20378	AXON VR - HEADSET - HTC FOCUS 3	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	TapHeadset	VR Headset TAP Bundle	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	TapTablet	VR Tablet TAP Bundle	4	\$0.00	\$0.00	\$0.00

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	V00005	BUNDLE - VR - TASER CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	V00007	BUNDLE - VR - HANDGUN CONTROLLER TAP	4	\$0.00	\$0.00	\$0.00
Annual Payment 4	V00010	BUNDLE - VR - CONTROLLER KIT T10	4	\$0.00	\$0.00	\$0.00
Total				\$24,943.11	\$0.00	\$24,943.11

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.

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 <https://www.axon.com/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

6/6/2024



Train for the reality of today — and tomorrow

Axon VR Training empowers officers to respond more confidently in the field.



Develop higher-performing officers

Empower officers with the skills to navigate complex real-world scenarios through immersive content and state-of-the-art technology, enabling them to train anytime, anywhere.

Community Engagement Training

Develop skills, empathy and de-escalation tactics and gain confidence in responding to calls with community members, victims in crisis, and individuals experiencing a mental health episode.



Simulator Training

Hone TASER energy weapon skills, including target assessment, speed, accuracy and confidence under stress.



Axon Academy

Streamline facilitation and reinforce the skills acquired in virtual reality with a comprehensive library of supplementary e-learning content and training materials.



True-To-Life TASER Training

Axon VR is the most efficient and cost-effective method to train on TASER energy weapons.



Unlock Learning Potential with Microtraining

Enhance learning efficiency and knowledge retention through on-demand training in short, focused and frequent sessions.



Unparalleled Immersion and Realism

Improve critical decision-making skills, confidence, and accuracy under stress.



Enhanced Training Efficiency

Build muscle memory and train to proficiency without the need for extensive training time and live cartridge consumption.



AXON VR IMMERSSES TRAINEES IN SCENARIOS BEFORE FACING THEM IN THE FIELD, ELICITING SIMILAR STRESS RESPONSES AND
**FOSTERING THE DEVELOPMENT OF STRONGER MUSCLE
MEMORY.**



"Officers can be immersed in a virtual range anytime, anywhere, deploy hundreds of cartridges, and it doesn't cost you anything."



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, SEPTEMBER 16, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Intergovernmental Agreement for Conveyance of Property and Access Easement with Gwinnett County at 650 Hi-Hope Road
- Department:** Natural Gas
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** \$127,800.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approve the IGA with Gwinnett County for Conveyance of Property and Access Easement at 650 Hi-Hope Road and provide authorization for the Mayor or City Manager to execute documents subject to City Attorney review and approval.

Summary: The gas department has been coordinating with Gwinnett County regarding the property needed for the regulator station adjacent to 650 Hi-Hope Road. The design requires acquisition of the County owned parcel at 650 Hi-Hope Road parcel (.505 acres) and an access easement along the Gwinnett property for access to the station. The agreement also adds an easement for Gwinnett County water to have a new water line installed along the right-of-way and the new parcel as part of the intersection improvement. The acquisition of the parcel will allow the city to build a new building and relocate the gas mains for the highway improvement project by GDOT and Gwinnett. Property sale has already been approved and executed by Council in March 2024. This transaction completes the property issues and allows the gas department to get started on the project.

Fiscal Impact: Project 11-050 (Hi-Hope Relocation) has \$435,500.00 approved and available in the Gas Capital Fund Account 5164700-541000. Upon approval, of this contract for \$127,800.00, the project will have \$307,700 remaining.

Attachments/Exhibits:
Conveyance of Property IGA 8.20.2024
22080 Access & Property Exhibit – Gwinnett Access Description

22080 Permanent Utility Easement – Lawrenceville Description
22080 Access & Property Exhibit

**INTERGOVERNMENTAL AGREEMENT
FOR THE CONVEYANCE OF PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE CONVEYANCE OF PROPERTY (hereinafter referred to as the "Agreement") is made and entered into this the ____ day of _____, 2024, by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality, or political subdivision, or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, in connection with its SR 316 at Hi Hope Road Project, the Georgia Department of Transportation ("GDOT") is acquiring certain real property, containing 0.69 acre, more or less, being tax parcel R7013 016, from the City; and

WHEREAS, as a result of GDOT's acquisition, the City is required to relocate its gas transmission station; and

WHEREAS, the County is the owner of certain real property, containing 74.520 acres, more or less, being tax parcel R7012 086, that lies adjacent to the property being acquired by GDOT; and

WHEREAS, the City desires to acquire, at their appraised fair market value, a distinct 0.505 acre portion of the County-owned parcel together with a 0.268-acre access easement so that the gas transmission station can be relocated; and

WHEREAS, the City and the County, upon careful review and consideration, have concluded that it is in the best interests of the health, safety, and welfare of the citizens of the City of Lawrenceville and Gwinnett County for the City to acquire said property and access easement from the County at their appraised fair market value; and

WHEREAS, the City and the County desire to enter into this Agreement to memorialize their understandings as to all issues related to the conveyance;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County do hereby agree as follows:

1. Conveyance of Property and Access Easement:

- a. Upon the receipt of the agreed upon purchase price specified herein from the City, the County, by quitclaim deed, shall convey the following to the City:
 - i. All that tract or parcel of land being in Land Lot 012 of the 7th District of Gwinnett County, Georgia, containing 0.505 acre, being a separate and distinct portion of tax parcel R7012 086, as shown on Exhibit A, prepared by Precision Planning Inc., dated May 8, 2024, attached hereto, and incorporated herein by reference (the Property”); and
 - ii. A perpetual, non-exclusive, permanent access easement, variable in width, for ingress and egress, over, across and through that portion of the County’s property, shown as ACCESS EASEMENT on Exhibit A (the “Access Easement”).
- b. The purchase price for the Property shall be One Hundred One Thousand and 00/100 Dollars (\$101,000.00), and the purchase price for the Access Easement shall be

Twenty-six Thousand, Eight Hundred and 00/100 Dollars (\$26,800.00). The total purchase price of **One Hundred Twenty-Seven Thousand, Eight Hundred and 00/100 Dollars (\$127,800.00)** shall be paid by the City to the County no later than thirty (30) days after the full execution of this Agreement.

- c. The parties understand and agree that the County shall retain, reserve and continue to enjoy the use of the Access Easement property for all purposes which do not interfere with and prevent use by the City.
- d. The parties understand and agree that the conveyance of the Property will be expressly made subject to a permanent utility easement granted to and reserved in favor of Gwinnett County Water and Sewerage Authority, its successors and assigns, for the purpose of locating, constructing, installing, maintaining, repairing, replacing, and relocating water lines and their appurtenances on the Property. Said easement contains 0.066 acre and is shown as PERMANENT UTILITY EASEMENT on Exhibit A.

2. Term:

The term of this Agreement shall be fifty (50) years from the date first set forth above unless terminated earlier as provided herein.

3. Default:

It is covenanted and agreed that, if the City or the County shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Agreement on its part to be performed or observed after written notice specifying the covenant, term, provision, or condition with required action to correct or cure same, and sixty (60) days having elapsed from the date of receipt of such written notice or such additional time as is reasonably required to cure or correct any such default, then the parties agree that, prior to initiating any litigation, they will participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the parties shall be free to pursue all remedies available by law,

including but not limited to, specific performance.

4. Assignment:

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

5. Modification:

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

6. Notices:

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the County:

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

With a copy to:

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

b. If to the City:

City Manager
City of Lawrenceville, Georgia
70 South Clayton Street, P.O. Box 2200
Lawrenceville, Georgia 30046

With a copy to:

Lawrenceville City Attorney
Thompson, Sweeny, Kisinger & Pereira, P.C.

P.O. Box 1250
690 Longleaf Drive
Lawrenceville, Georgia 30046

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused, or undeliverable, the date of receipt shall be the date of the official United States postmark.

7. Consent of Parties.

Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization, or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement, that person's duly appointed successor, by one of the persons authorized by law, or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the City requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting.

8. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

9. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Severability.

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated unless the elimination of such provision materially affects the continuing operation of this Agreement.

11. No Waiver.

No consent or waiver, express or implied, by either party, to any breach of any covenant, condition, or duty of the other, shall be construed as a consent to, or waiver of, any other breach of the same, or any other covenant, condition, or duty.

12. No Third Party Benefit.

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the project of any liability or responsibility to complete any work in a good, substantial, and workmanlike manner.

13. Time of Essence.

Time is of the essence under this Agreement.

14. Entire Agreement.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the Project.

15. Venue.

Venue to enforce this Agreement shall lie only in either the Superior Court or the State Court of Gwinnett County, and all defenses to such venue are hereby waived.

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

(Signatures on Following Page)

CITY OF LAWRENCEVILLE

Attest:

City Clerk

(City Seal)

By: _____

David R. Still, Mayor

Approved as to Form:

City Attorney

WINNETT COUNTY, GEORGIA

Attest:

County Clerk

(County Seal)

By: _____

NICOLE L. HENDRICKSON, Chairwoman

Approved as to Form:

Deputy County Attorney

**LAND DESCRIPTION
ACCESS EASEMENT
(VARIABLE WIDTH)
Parcel # 7012 086
GWINNETT COUNTY**

All that tract or parcel of land lying and being in Land Lots 13 of the 7th Land District, Gwinnett County, Georgia and being more particularly described as follows:

To find **THE POINT OF BEGINNING**, commence at a Point at the intersection of the Westerly Right-of-Way of Hi Hope Road (R/W Varies) and the Northerly Right-of-Way of University Parkway (R/W Varies); THENCE leaving said intersection and traveling along said Right-of-Way of Hi Hope Road for a distance of 607.45 feet to a point, said point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and leaving said Right-of-Way, North 43 degrees 43 minutes 59 seconds West for a distance of 2.84 feet to a Point; THENCE North 89 degrees 21 minutes 40 seconds West for a distance of 208.69 feet to a Point; THENCE North 00 degrees 01 minutes 05 seconds West for a distance of 52.54 feet to a Point; THENCE North 89 degrees 58 minutes 55 seconds East for a distance of 181.72 feet to a Point; THENCE North 62 degrees 44 minutes 11 seconds East for a distance of 36.24 feet to a Point on the aforesaid Right-of-Way of Hi Hope Road; THENCE traveling along said Right-of-Way, South 02 degrees 33 minutes 07 seconds West for a distance of 73.65 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.268 Acres (11,658 Square Feet) as shown as a Access Easement on the Easement Plat for City of Lawrenceville, prepared by Precision Planning, Inc. (Job# S22080), and dated 05/8/2024.

**LAND DESCRIPTION
PERMANENT UTILITY EASEMENT
(VARIABLE WIDTH)
Parcel # 7012 086
GWINNETT COUNTY**

All that tract or parcel of land lying and being in Land Lots 13 of the 7th Land District, Gwinnett County, Georgia and being more particularly described as follows:

To find **THE POINT OF BEGINNING**, commence at a Point at the intersection of the Westerly Right-of-Way of Hi Hope Road (R/W Varies) and the Northerly Right-of-Way of University Parkway (R/W Varies); THENCE leaving said intersection and traveling along said Right-of-Way of Hi Hope Road for a distance of 458.16 feet to a 1/2" Rebar Found, said point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and leaving said Right-of-Way, North 88 degrees 06 minutes 42 seconds West for a distance of 38.02 feet to a Point; THENCE North 52 degrees 02 minutes 00 seconds East for a distance of 10.17 feet to a Point; THENCE North 28 degrees 27 minutes 08 seconds East for a distance of 33.05 feet to a Point; THENCE North 01 degrees 08 minutes 43 seconds East for a distance of 114.83 feet to a Point; THENCE South 89 degrees 21 minutes 40 seconds East for a distance of 16.63 feet to a Point; THENCE South 43 degrees 43 minutes 59 seconds East for a distance of 2.84 feet to a Point on the aforesaid Right-of-Way of Hi Hope Road; THENCE traveling along said Right-of-Way, South 02 degrees 33 minutes 07 seconds West for a distance of 149.29 feet to a 1/2" Rebar Found, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.066 Acres (2,888 Square Feet) as shown as a Permanent Utility Easement on the Easement Plat for City of Lawrenceville, prepared by Precision Planning, Inc. (Job# S22080), and dated 05/8/2024.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Adoption of Resolution to amend the City’s existing Georgia Fund 1 Account
- Department:** Finance
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** N/A
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Approval of Resolution authorizing the City to amend the City’s existing Georgia Fund 1 account

Summary: The Office of the State Treasurer manages an efficient and liquid investment tool for public entities. The investment objectives of Georgia Fund 1 are safety of capital, liquidity, and yield. Fitch Ratings assigned a ‘AAAF’/’S1’ Rating to Georgia Fund 1. The ‘AAAF’ FCQR indicates the highest underlying credit quality (or lowest vulnerability to default). The ‘S1’ rating indicates a very low sensitivity to market risk.

The City uses this tool to invest cash outside of it’s banking relationship. The City has used this tool since 2017. The account is setup to send and receive funds from Renasant Bank. We need to update the banking information. Additionally, we need to update employees that can access the account to send or receive funds from Georgia Fund 1.

The attached resolution is required by the Office of the State Treasurer. The resolution will be completed with the City’s current banking relationship, current Chief Financial Officer and Assistant Finance Directors for transfers, and Financial Analyst for view only access.

Attachments/Exhibits: Resolution

RESOLUTION _____

**RESOLUTION OF THE CITY COUNCIL
CITY OF LAWRENCEVILLE, GEORGIA
GEORGIA FUND 1 AMENDMENT RESOLUTION**

WHEREAS, City of Lawrenceville, Georgia authorized the use of Georgia Fund 1 with the Office of State Treasurer for investment purpose; and

WHEREAS, the City has authorized a new banking relationship with J P Morgan NA; and

WHEREAS, the Office of State Treasurer requires a resolution be adopted by the governing board; and

WHEREAS, the Office of State Treasurer requires the resolution to be signed electronically.

NOW, THEREFORE, the City Council of the City of Lawrenceville, Georgia does hereby approve and authorize the Mayor, City Manager, and City Clerk to sign the amended Georgia Fund 1 resolution through electronic means.

IT IS SO RESOLVED this _____ day of _____, 20_____.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



GEORGIA FUND 1
(Local Government Investment Pool "LGIP")
Resolution to Authorize Investment
and Designate Representatives

GF1 Acct# _____
Effective Date* _____

PARTICIPANT INFORMATION

Participant Name: _____ | TIN: _____
Physical Address: _____ | City: _____ | State: _____ | Zip Code: _____
Mailing Address: _____ | City: _____ | State: _____ | Zip Code: _____

This Resolution is for:

New Account Amendment to an existing account

GF1 Account Number (New): _____ GF1 Account Number (Amended): _____

If change(s) are applicable to other existing accounts, please submit a new resolution for each applicable account.



WHEREAS, O.C.G.A. § 36-83-1 to § 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool; and,

WHEREAS, all state departments, boards, bureaus, and agencies ("state entities") and local governments may make deposits and maintain accounts in the LGIP as Participants, subject to approval by the State Depository Board as required in O.C.G.A. § 36-83-2(b)(4); and,

WHEREAS, from time to time it may be advantageous to _____
(Name of Local Government, Political Subdivision or State Agency) to deposit funds available for investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and,

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by O.C.G.A. §36-83-4. Pursuant to the investment policies established by the State Depository Board, the State Treasurer shall invest moneys in the local government investment pool considering first the probable safety of capital and then the probable income to be derived; and,

WHEREAS, such deposits must first be duly authorized by the governing authority of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and,

WHEREAS, O.C.G.A. §36-83-8 requires a statement of the approximate cash flow requirements of the local government or authorized entity pertaining to the investment of such funds;

NOW, THEREFORE BE IT RESOLVED by the _____

(Board, Council or other Governing Authority) that _____ (Local Government, Political Subdivision, or State Agency) meets the criteria as defined in O.C.G.A. § 36-83-3 to participate and deposit funds from time to time in the manner prescribed by law and in accordance with the applicable policies and procedures for the local government investment pool.



GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# _____
Effective Date* _____

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT

Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of the Participant: (Please select at least one person for online system (IPAS) access to electronically perform authorized functions and to obtain monthly statements. All individuals currently with online access not on this resolution will be deactivated)

1. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

2. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

3. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

4. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

5. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____ Grant IPAS Access
 Authority: Deposit/Withdrawal/Transfer Deposit Only

For additional AUTHORIZED individuals, please check and attach user information to this form.

AUTHORIZED REPRESENTATIVES OF THE PARTICIPANT – READ ONLY

In addition, and at the option of the Participant, additional authorized representatives can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

1. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____

2. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____

3. Printed Name: _____ Telephone: _____
 Title: _____ Cell Number: _____
 Email: _____

For additional READ ONLY access individuals, please check and attach user information to this form.



GEORGIA FUND 1
 (Local Government Investment Pool “LGIP”)
**Resolution to Authorize Investment
 and Designate Representatives**

GF1 Acct# _____
 Effective Date* _____

PERIOD OF INVESTMENT

The period in which the initial deposit is currently expected to remain invested in the local government investment pool is a minimum of 30% for no less than 30 days. Subsequent deposits should comply with the LGIP Trust Policy.

DISCLOSURES

Balances are subject to investment risks, including possible loss of principal amount invested and securities that may trade at negative rates.

LGIP deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia, or any other entity.

The Office of State Treasurer (OST) has third-party insurance coverages designed to insure our agency against defense and liability expenses incurred due to loss/damage caused to LGIP participants by our actions. Through the Department of Administrative Services, the State of Georgia may carry various insurance programs for the protection of State Agencies, Authorities, the University System of Georgia, and the Technical College System of Georgia, some of which may be LGIP participants. DOAS may carry cyber-insurance for certain executive branch agencies, as well as crime and employee dishonesty coverage for all State agencies, authorities, and higher education organizations. DOAS does not carry cyber-insurance for other LGIP participants.

Damage caused by local government participants’ actions are not covered by either the State’s cyber-insurance plan or the crime and employee dishonesty plan. DOAS programs are designed to cover the actions of State organizations who participate in the various insurance programs. See OST website (<https://ost.georgia.gov>) for the latest cyber-insurance plan information.

Additional disclosures are included in the LGIP Trust Policy which is periodically updated and is available on the OST website. By authorizing this resolution, the entity acknowledges it has read and understands the LGIP Trust Policy and risks associated with investing in Georgia Fund 1.

BANKING INFORMATION

All withdrawals from the local government investment pool shall be sent via ACH to the following participant’s demand deposit account(s) except for account(s) designated as corporate trust accounts. Wires are typically used for Corporate Trust payments and always used for same-day transactions. (Please see “Instructions for Completing ACH & Wire Information” for more detailed information.)

- **Please verify ACH and Wire instructions with your bank and provide them below.** ACH INSTRUCTIONS MAY VARY FROM YOUR BANK’S WIRING INSTRUCTIONS. IF THE LOCAL BANK IS NOT ON-LINE WITH THE FEDERAL RESERVE, PLEASE PROVIDE CORRESPONDENT BANK INSTRUCTIONS. This will ensure accurate delivery of your funds to the designated bank account.
- If the bank account is not a corporate trust account, please complete both ACH & Wire instructions.

Please complete the following form to add new banking instructions, or to change or delete existing banking instructions.

OST will directly deposit via ACH for all ACH enabled accounts.

To authorize Office of State Treasurer (OST) to withdraw funds via ACH debit from the designated bank account, please select “Yes” below your ACH banking instructions.

Debit authorization may be withdrawn with at least 15-days advance written notice to the Georgia Office of the State Treasurer. I also understand that the OST reserves the right to reverse ACH electronic transfers made in error.



GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# _____
Effective Date* _____

BANKING INSTRUCTIONS

Bank 1:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: (xxx) xxx-xxxx _____
Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
 Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.
 No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 2:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
 Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.
 No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____



GEORGIA FUND 1
(Local Government Investment Pool "LGIP")
**Resolution to Authorize Investment
and Designate Representatives**

GF1 Acct# _____
Effective Date* _____



Bank 3:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____

Allow OST to ACH Debit for Contributions:

- Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.
- No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____

Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____

Correspondent Bank City: _____ Correspondent Bank Account#: _____



Bank 4:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____

Allow OST to ACH Debit for Contributions:

- Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.
- No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____

Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____

Correspondent Bank City: _____ Correspondent Bank Account#: _____



GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# _____
Effective Date* _____

Bank 5:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
 Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.
 No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

Bank 6:

Bank Name: _____ Account Title: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Contact: _____ Bank Contact Telephone Number: _____
Corporate Trust Account: No Yes (If Yes, confirm preferred method of transfer, ACH or Wire)

ACH Instructions

Bank ABA Number: _____ Bank Account Number: _____
Allow OST to ACH Debit for Contributions:
 Yes. If there is a debit block on this account, please provide the bank OST's Company ID: 1581125844.
 No. Participant will be responsible for sending a wire for any contributions made to the Georgia Fund 1 account.

WIRE Instructions

Bank ABA Number: _____ Bank Account Number: _____
Addendum Information: _____

Correspondent Bank Instructions Required? Yes No Attach Correspondent Bank Wire Instruction

Correspondent Bank Name: _____ Correspondent Bank ABA#: _____
Correspondent Bank City: _____ Correspondent Bank Account#: _____

For additional BANK ACCOUNTS, please check and attach bank instructions to this form.



GEORGIA FUND 1

(Local Government Investment Pool "LGIP")

Resolution to Authorize Investment and Designate Representatives

GF1 Acct# _____
Effective Date* _____

SIGNATURE OF HEAD OF GOVERNING AUTHORITY

Changes in the above authorization shall be made by cancellation or a replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received and approved by the Office of the State Treasurer, the above authorized individuals, demand account instructions and statement mailing address(es) shall remain in full force and effect.

Entered at _____, Georgia this _____ day of _____ 20__.

(Signature of Head of Governing Authority)

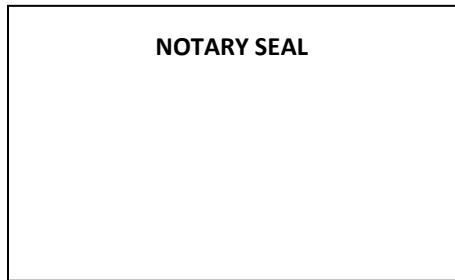
(Please Print or Type - Head of Governing Authority)

(Title)

Please select "Option A" **OR** "Option B"



Option A: Notary Certification



Notary Public Signature: _____
Notary Public Signature Date: _____
Commission Expiration Date: _____



Option B: OST Certification

Head of Governing Authority signatory attestation by OST Personnel:

OST Personnel Name: _____
OST Personnel Signature: _____
OST Personnel Signature Date: _____

MAILING INSTRUCTIONS

If completed manually, please complete and return a signed original to:

Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527

Telephone: (404) 656-2993
Toll Free: (800) 222-6748

*****FOR OFFICE OF THE STATE TREASURER USE ONLY*****

GF1 Resolution Verification

RESOLUTION VERIFICATION

Acct#: _____

Agency Name: _____

Website: _____

Website Phone: _____

Confirmed by: _____

Verified by: _____

Date & Time: _____

Identity Validation Method: _____

BUSINESS CONTACTS & IPAS

Removed from Contacts: _____

Added to Contacts: _____

New IPAS Account: _____

Removed From IPAS: _____

INTERNAL SIGNATURES

Received (FA)	Notary/ OST Certified (IA)	Agency Head (IA)	Verified (IA)	Public Entity (IA)	Accounting	Banking	Contacts (FA)	IPAS (FA)
Email (FA)	Master Log (FA)	Contacts (IA)	IPAS (IA)	Uploaded (FA)			New/Amended Account Approved (Treasurer/Deputy Treasurer)	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, SEPTEMBER 16, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Lawrenceville City Hall Elevator Modernization Project
- Department:** Facilities & Grounds Maintenance
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** \$291,000.00
- Presented By:** Brian Osborne, Facilities & Grounds Maintenance Manager
- Action Requested:** Award Lawrenceville City Hall Elevator Modernization Project to low bidder, Georgia Lift Solutions, LLC, amount not to exceed \$291,000.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project provides for the labor, material, and equipment in performing all work necessary for the modernization of two (2) hydraulic passenger elevators and all related equipment. The elevator equipment will be furnished and installed in accordance with the American National Standard Safety Code for Elevators and Escalators, ANSI/ASME-A17.1, including the latest supplement and the Georgia Office of the Commissioner of Insurance and Safety Fire.

Background: The elevators in the Lawrenceville City Hall building were installed in 2001 and are over 23 years old. Many of the critical components for the elevators are now obsolete and no longer manufactured for replacement parts.

Fiscal Impact: Contract amount not to exceed \$291,000.00. Funding in the amount of \$359,055.00 is approved and available in the 2017 SPLOST Fund Capital Project SP-022 (3241565-541000). Upon approval of this item \$68,055.00 we be remaining in the project.

Attachments/Exhibits:
Bid Tabulation

**SB004-25
Lawrenceville City Hall Elevator Modernization Project
Facilities**

			Georgia Lift Solutions, LLC		Kone, Inc.	
ITEM #	DESCRIPTION	QTY.		BASE BID	BASE BID	
1.	Modernization of two (2) hydraulic passenger elevators and all related equipment.	1	LS	\$231,000.00	\$272,325.00	
ALTERNATES						
1.	New Elevator Cab Interior			\$60,000.00	\$60,000.00	
TOTAL:				\$291,000.00	\$332,325.00	

Recommended Vendor:

Georgia Lift Solutions, LLC
 1711 Williams Road
 Rentz, GA, 31075
galiftsolutions@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, SEPTEMBER 16, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Permanent Utility Easement for Water Line at 650 Hi-Hope Road
- Department:** Gas
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** Revenue of \$3,500.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval of Utility Easement for Water Line at 650 Hi Hope Road, and Provide Authorization for Mayor or City Manager to Execute Documents Subject to City Attorney Approval

Summary: This is the easement for the water line mentioned in the IGA agenda item for the property we are buying from Gwinnett County at 650 Hi-Hope Road. This provides Gwinnett County Water and Sewer Authority a permanent utility easement on the Southeast corner of the property to install a new water line due to the intersection improvements. It is 1,498 square feet and varies in width from approximately 24 feet to 47 feet wide. This provides the necessary angles they need to fit the water line in the project.

Fiscal Impact: Revenue of \$3,500.00

Attachments/Exhibits:
Closing Statement
Lawrenceville Easment

Return To: Department of Support Services
Real Estate and Records Management Division
Attention: Clyde Shackelford
Project: Hi Hope-Hwy 316 Utility Relocations

PERMANENT UTILITY EASEMENT

WINNETT COUNTY, GEORGIA

THIS INDENTURE made this ____ day of _____, 2024, between **CITY OF LAWRENCEVILLE**, a Georgia Municipal Corporation, hereinafter referred to as party of the first part, and **WINNETT COUNTY WATER AND SEWERAGE AUTHORITY**, a political subdivision of the State of Georgia, hereinafter referred to as the party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a **Permanent Utility Easement**, for the purpose of locating, constructing, installing additional lines, maintaining, repairing, replacing and relocating within same **water lines**, said easement being that property located in Land Lot **013** of the **7th** Land District, being described by the Tax Parcel No. **R7013 016** of Gwinnett County, Georgia, and being shown as a **Permanent Utility Easement**, consisting of **0.034 acre (1,498 square feet)**, on the **Easement Plat** for the **City of Lawrenceville**, prepared by **Precision Planning, Inc.**, for the Gwinnett County Department of Water Resources, consisting of one (1) drawing dated **May 8, 2024**, a copy of which is attached hereto as Exhibit "A," and being incorporated herein by this reference. The said Permanent Utility Easement is more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference. The said Exhibits shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to the said easements for the purposes previously stated.

The party of the first part does hereby covenant with party of the second part that they are the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and that they will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hand and affixed their seal, the day and year first above written.

**City of Lawrenceville,
a Georgia Municipal Corporation**

By: _____
David Still, Mayor

Attest: _____
City Clerk/Deputy City Clerk

[City Seal]

Signed, sealed and delivered
in the presence of:

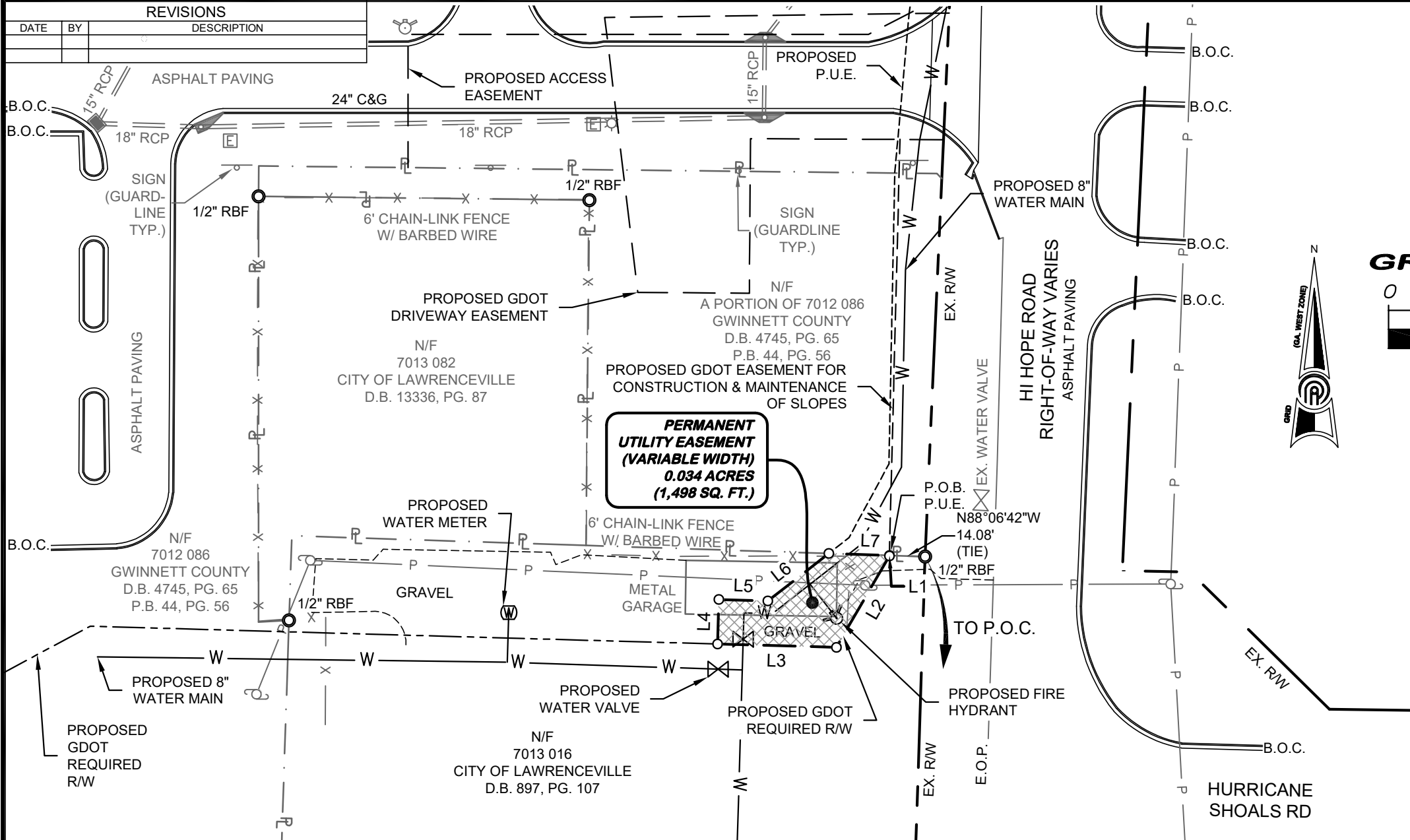
Unofficial Witness

Notary Public
My Commission Expires:

[SEAL]

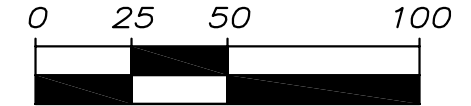
Exhibit "A"

REVISIONS		
DATE	BY	DESCRIPTION



P.O.C.:
 458.16' ALONG THE R/W OF HI HOPE ROAD TO THE INTERSECTION OF THE WESTERLY R/W OF HI HOPE ROAD (R/W VARIES) AND THE NORTHERLY R/W OF UNIVERSITY PARKWAY (R/W VARIES).

GRAPHIC SCALE



SCALE: 1" = 50'



LINE TABLE		
LINE	LENGTH	BEARING
L1	0.20'	S01°27'36"W
L2	41.69'	S30°07'15"W
L3	46.88'	N88°22'42"W
L4	17.55'	N01°39'22"E
L5	19.34'	S88°20'38"E
L6	30.46'	N52°02'00"E
L7	23.94'	S88°06'42"E

Parcel: 7013 016	Owner: CITY OF LAWRENCEVILLE
Date: 5/8/2024	
Land Lot: 13	
District: 7th	County: GWINNETT, GA
Job #: S22080	Scale: 1" = 50'
Field By: APJ	Drawn By: CCP
	Checked By: DEJ

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

EASEMENT EXHIBIT:
CITY OF LAWRENCEVILLE

DRAWING NUMBER
 1 OF 1

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E:\Projects\2022\22080-SV-City of Lawrenceville\DWG\Survey\HI Hope Rd\22080-Permanent Utility Easement - Lville.dwg 1

**LAND DESCRIPTION
PERMANENT UTILITY EASEMENT
(VARIABLE WIDTH)
Parcel # 7013 016
CITY OF LAWRENCEVILLE**

All that tract or parcel of land lying and being in Land Lots 13 of the 7th Land District, Gwinnett County, Georgia and being more particularly described as follows:

To find **THE POINT OF BEGINNING**, commence at a Point at the intersection of the Westerly Right-of-Way of Hi Hope Road (R/W Varies) and the Northerly Right-of-Way of University Parkway (R/W Varies); THENCE leaving said intersection and traveling along said Right-of-Way of Hi Hope Road for a distance of 458.16 feet to a 1/2" Rebar Found; THENCE leaving said Right-of-Way, North 88 degrees 06 minutes 42 seconds West for a distance of 14.08 feet to a Point, said point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, Point, South 01 degrees 27 minutes 36 seconds West for a distance of 0.20 feet to a Point, THENCE South 30 degrees 07 minutes 15 seconds West for a distance of 41.69 feet to a Point; THENCE North 88 degrees 22 minutes 42 seconds West for a distance of 46.88 feet to a Point; THENCE North 01 degrees 39 minutes 22 seconds East for a distance of 17.55 feet to a Point; THENCE South 88 degrees 20 minutes 38 seconds East for a distance of 19.34 feet to a Point; THENCE North 52 degrees 02 minutes 00 seconds East for a distance of 30.46 feet to a Point; THENCE South 88 degrees 06 minutes 42 seconds East for a distance of 23.94 feet to a, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.034 Acres (1,498 Square Feet) as shown as a Permanent Utility Easement on the Easement Plat for City of Lawrenceville, prepared by Precision Planning, Inc. (Job# S22080), and dated 05/8/2024.

CLOSING STATEMENT

Project: Easement for Water Line Relocation- Hi Hope-Hwy 316 Utility Relocations

Project No.: N/A

Owner: City of Lawrenceville

Purchaser: Gwinnett County Water and Sewerage Authority

Property.: 1,498 square feet of Permanent Utility Easement on parcel no. 7013 016

	<u>Credit to Purchaser</u>	<u>Due to Seller</u>
1. Purchase Price		\$3,500.00
2. Earnest Money Paid	\$N/A	
3. Pro-rated Items:	N/A	
(a) City taxes for year		
(b) County & State taxes		
4. Miscellaneous Item	N/A	
 TOTALS:		 \$3,500.00

READ AND APPROVED THIS ____ DAY OF _____, 2024.

SELLER

City of Lawrenceville, a Georgia Municipal Corporation

By: _____

Attest: _____

Title: _____

Title: _____

[Affix Seal]

ALL DOCUMENTS OF CLOSING, INCLUDING OPTION TO BUY, SHALL SURVIVE SAME AND REMAIN ENFORCEABLE.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: PUBLIC HEARING

- Item:** Amend Chapter 34 to assess Occupation Tax by Gross Receipts and Profitability
- Department:** Finance
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** Increase revenues for Occupation Tax by \$400,000 for Fiscal Year 2025
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Approval to amend the Chapter 34 to change the occupation tax assessment from per employee to gross receipts and profitability.

Summary: As part of the Fiscal Year 2025 Budget the City considered amending the method of taxation for Occupation Tax. Currently the City uses a per employee tax structured. The proposed change would be to use Gross Receipts to determine the tax liability of a business.

The change will be implemented with the 2025 Occupation Tax Certificate Renewal process. This year will be the first of a three-year implementation process. The process will escalate the annual tax amount due over the course of the three-year period, until fully implemented.

Fiscal Impact: Estimated Revenue for Fiscal Year 2025 is \$700,000/

Attachments/Exhibits: Ordinance, PowerPoint

ORDINANCE _____

**ORDINANCE TO AMEND CHAPTER 34 OF THE CODE OF THE CITY OF LAWRENCEVILLE,
GEORGIA REGARDING OCCUPATION TAX AND FOR OTHER PURPOSES**

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

Section 1:

That Article II. (Occupation Tax) of Chapter 34 (Taxation) is hereby amended by deleting Article II in its entirety and replacing the language to read as follows:

ARTICLE II. - OCCUPATION TAX

Sec. 34-23. - Definitions.

The following words, terms and phrases shall, for the purposes of this article, have the following meaning:

Administrative fee is the component of the occupation tax which approximates the reasonable cost of handling and processing the occupation tax.

Business means any trade, profession, occupation, avocation, person, sole proprietor, partnership, corporation, or other entity and the efforts or activities associated thereby for the purposes of raising revenue or producing income.

City means the City of Lawrenceville.

Chief Financial Officer means the Chief Financial Officer of the City or his designee.

Dominant line means the type of business within a multiple line business from which the greatest amount of income is derived.

Employee means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form I.R.S. W-2 but not a form I.R.S. 1099.

Gross receipts.

- (1) The term "gross receipts" means the total revenue of the business or practitioner for the period, including, without being limited to, the following:
 - a. Total income without deduction for the cost of goods sold or expenses incurred;
 - b. Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;
 - c. Proceeds from commissions on the sale of property, goods, or services;

- d. Proceeds from fees charged for services rendered; and
 - e. Proceeds from rent, interest, royalty, or dividend income.
- (2) The term "gross receipts" shall not include the following:
- a. Sales, use, or excise taxes;
 - b. Sales returns, allowances, and discounts;
 - c. Interorganizational sales or transfers between or among the units of a parent-subsubsidiary controlled group of corporations, as defined by 26 U.S.C. Section 1563(a)(1), between or among the units of a brother-sister controlled group of corporations, as defined by 26 U.S.C. Section 1563(a)(2), between or among a parent corporation, wholly owned subsidiaries of such parent corporation, and any corporation in which such parent corporation or one or more of its wholly owned subsidiaries owns stock possessing at least 30 percent of the total value of shares of all classes of stock of such partially owned corporation, or between or among wholly owned partnerships or other wholly owned entities;
 - d. Payments made to a subcontractor or an independent agent for services which contributed to the gross receipts in issue;
 - e. Governmental and foundation grants, charitable contributions, or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this chapter, if such funds constitute eighty (80) percent or more of the organization's receipts; and
 - f. Proceeds from sales of goods or services which are delivered to or received by customers who are outside the state at the time of delivery or receipt.

Location or office means any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

Occupation tax means a tax levied on persons, partnerships, corporations, or other entities for engaging in an occupation, profession, or business in the city for revenue-raising purposes.

Occupation tax certificate means a document issued by the city acknowledging payment of the occupation tax and administrative fee.

Practitioners of professions and occupations are those individuals listed in O.C.G.A. § 48-13-9(c) but do not include a practitioner who is an employee of a business if such business pays an occupation tax.

Regulatory fee means payments, whether designated as license fees, permit fees, or by another name, which are required by a local government as an exercise of its police power and as a part of or an aid to regulation of an occupation, profession, or business. The amount of the regulatory fee shall approximate the cost of regulatory activity by the city. Regulatory fees do not include development impact fees as defined by paragraph (8) of Code Section 36-71-2 or other costs or conditions of zoning or land development.

Regulatory fee certificate means a document issued by the city acknowledging payment of a regulatory fee.

Sec. 34-24. - Administrative Fee.

- (a) A nonprorated, nonrefundable administrative fee is required on all occupation tax accounts for the initial registration and all renewals thereafter. The administrative fee shall be One Hundred Dollars (\$100).
- (b) Occupation taxes levied hereinafter are separate from the administrative fee or regulatory fee.

Sec. 34-25. - Regulatory Fee.

- (a) A regulatory fee is imposed as provided under O.C.G.A. § 48-13-8 on applicable businesses and individuals. Businesses and individuals engaging in the occupations or businesses set forth in O.C.G.A. § 48-13-9(b) shall pay a nonrefundable regulatory fee as applicable. The regulatory fee shall be set by city council, from time to time by ordinance.
- (b) Every business, individual, and location subject to payment of a regulatory fee levied by this article shall display a current regulatory fee certificate in a conspicuous place at the location for which such certificate was issued. If the taxpayer does not have a permanent location within the city, the regulatory fee certificate or an unaltered duplicate of such certificate shall be shown to any code enforcement office, police officer, or other person charged with enforcing this article upon request.

Sec. 34-26. - Occupation Tax Levied; Limitations.

- (a) An occupation tax is imposed on those businesses and practitioners of professions and occupations, pursuant to O.C.G.A. § 48-13-6 , with one (1) or more locations or offices within the corporate limits of the city and, pursuant to O.C.G.A. § 48-13-7, upon out-of-state businesses with no location or office in the city but with employees or agents engaging in substantial efforts to solicit business or serve customers or clients in the State of Georgia or that own personal or real property located within the city which generates income in accordance with a fee schedule set by the mayor and council, from time to time by resolution.

- (b) The city shall not require the payment of more than one (1) occupation tax for each location of a business or practitioner.
- (c) A business or practitioner which is subject to an occupation tax by another local government and claiming an exemption from or limitation to the occupation tax imposed by this article shall submit documentation as to current payment of the occupation tax to the other local government and the basis of such tax.
 - (1) If a business or practitioner with no location or office in Georgia provides to the city proof of payment of a local business or occupation tax in another state which purports to tax the business's or practitioner's sales or services in this state, then the business or practitioner shall be exempt from the occupation tax. This limitation shall only apply when the business or practitioner has provided to the city satisfactory proof as to the applicability of this subsection.
 - (2) A business or practitioner with no location or office in Georgia shall only be required to pay occupation tax to the local government in Georgia where the largest dollar volume of business is done or service is performed by such business or practitioner. This limitation shall only apply when the business or practitioner has provided to the city satisfactory proof as to the applicability of this subsection.
 - (3) A business or practitioner which has locations in Georgia subject to occupation tax by more than one (1) local government in Georgia shall only be subject to occupation tax by the city for the gross receipts generated within the corporate limits of the city. This limitation shall only apply when the business or practitioner has provided to the city satisfactory proof of current payment of the other local government.
- (d) If a business or practitioner commences business in the city on or after July 1 in any year, the occupation tax for the remaining portion of the year shall be fifty (50) percent of the tax imposed for the entire year. The administrative fee shall not be reduced.
- (e) If a business or practitioner does not know the amount of gross receipts generated by the business or practitioner in the calendar year for which occupation tax is due, then the business or practitioner shall file a return estimating the gross receipts. If such estimate is not accurate, any overpayment of the occupation tax may be credited to the business or practitioner's account for future tax liability, offset against other amounts due and owing to the city for any reason or paid to the business or practitioner at the discretion of the Chief Financial Officer.
- (f) An occupation tax shall be required from real estate brokers transacting business within the boundaries of the city, which tax shall be based upon gross receipts derived from transactions with respect to property located within the boundaries of the city.
- (g) Attorneys subject to the occupation tax pursuant to this article shall be responsible for paying such fee by March 1 of each year for the previous year. The penalty for failure to pay such occupation tax shall be as defined in section 34-36 of this article, provided that no criminal sanctions shall be imposed by the city.

Sec. 34-27. - Occupation Tax Structure.

- (a) The tax rate imposed by this article shall be based on gross receipts of the business or practitioner in combination with the profitability ratio for the type of business, profession or occupation as measured by nationwide averages derived from statistics, classifications or other information published by the United States Office of Management and Budget, the United States Internal Revenue Service or successor agencies of the United States. The tax rate as described shall be as follows:

Tax Class	Tax Rate
1	0.065%
2	0.078%
3	0.091%
4	0.104%
5	0.117%
6	0.130%

In order to phase in the structure over a period of time, there shall be an exemption as follows:

Year	Amount
2025	\$50,000 or 70% of gross receipts, whichever is higher
2026	\$50,000 or 35% of gross receipts, whichever is higher
2027 and beyond	\$50,000

- (b) The maximum occupation tax permitted under this article shall be Twenty-Five Thousand Dollars (\$25,000) for any single occupation tax certificate.

Sec. 34-28. - Practitioners of Professions and Occupations.

- (a) Practitioners of professions and occupations as defined in this article shall pay the occupation tax as set forth in Section 34-27 above or shall pay an occupation tax fee per practitioner as set forth below. On the tax return for 2024 or such later time as the practitioner first commences business in the city, the practitioner shall elect a method of taxation. Such election may be changed for subsequent calendar years only by a written request filed by the practitioner on or before March 1 of the year in which the election is to be changed.

- (b) The fee per practitioner shall be as follows:

Year	Amount
2025	\$200
2026	\$300
2027 and beyond	\$400

Sec. 34-29. - Occupation Tax Certificate.

Every business, practitioner, and location subject to payment of the occupation tax levied by this article shall display a current occupation tax certificate in a conspicuous place at the

location for which such certificate was issued. If the taxpayer does not have a permanent location within the city, the occupation tax certificate shall be shown to any code enforcement officer, police officer, or other person charged with enforcing this article upon request.

Sec 34-30. - Exemptions.

- (a) No occupation tax shall be levied on the following:
 - (1) Any practitioner whose office is maintained by and who is employed in practice exclusively by the United States, the state, a municipality or county of the state, or instrumentality of the United States, the state, or a municipality or county of the state;
 - (2) Those businesses regulated by the Georgia Public Service Commission and the Georgia Department of Public Safety;
 - (3) Those electrical service businesses organized under O.C.G.A. Title 46, Chapter 3.
 - (4) Any farm operating for the production from or on the land of agricultural products, but not including any agribusiness;
 - (5) Agricultural product cooperative marketing associations pursuant to O.C.G.A. § 2-10-105;
 - (6) Motor common carriers pursuant to O.C.G.A. § 46-7-15;
 - (7) Persons purchasing guano, meats, meal, flour, bran, cottonseed, or cottonseed meal or hulls in carload lots for distribution among the purchasers for use and not sale pursuant to O.C.G.A. § 48-5-355;
 - (8) Pursuant to O.C.G.A. § 48-5-356 for persons selling or introducing into the city agricultural products or livestock, including animal products, raised in this state when the sale and introduction are made by the producer of the product and the sale is made within ninety (90) days of the introduction of the product into the city;
 - (9) Insurance companies governed by O.C.G.A. § 33-8-8 (see Chapter 34, Article 1, Code of the City of Lawrenceville, Georgia)
 - (10) Depository institutions pursuant to O.C.G.A. § 48-6-93 (see Chapter 34, Article 3, Code of the City of Lawrenceville, Georgia);
 - (11) Facilities operated by a charitable trust governed by O.C.G.A. § 48-13-55;
 - (12) Disabled veterans and blind persons pursuant to the requirements and qualifications of O.C.G.A. §43-12-2; or
 - (13) Any business where the levy of such occupation tax is prohibited by the laws of the State of Georgia or the United States.
- (b) The exemptions and limitations contained in this article shall not be construed to repeal or otherwise affect in any way any franchise fees, business taxes, or other fees or taxes otherwise allowed by law.

Sec. 34-31. - Evidence of State Registration When Required.

Each person who is licensed under O.C.G.A. Title 43 by the examining boards of the secretary of state's office shall provide evidence of proper and current state licensure before any city occupation tax certificate or regulatory fee certificate may be issued.

Sec. 34-32. - Evidence of Qualification Required if Applicable.

- (a) Any business required to obtain health permits, fire inspections, bonds, certificates of qualification, certificates of competency, or any other regulatory matter shall first, before the issuance of an occupation tax certificate or a regulatory fee certificate, show evidence of such qualification.
- (b) Any business required to submit an annual application for continuance of the business shall do so before the registration is issued.

Sec. 34-33. - Filing Returns; Other Information Required or Requested.

- (a) On or before March 1 of each year, an individual, business, or practitioner subject to this occupation tax article shall file with the Chief Financial Officer, on a form approved by and available from the city, a signed return attesting to the gross receipts and number of employees of such business or practitioner during the preceding calendar year ending on December 31.
- (b) Individuals, businesses, and practitioners doing business in the city shall submit to the Chief Financial Officer or make available to the city within thirty (30) days or such longer time period as the city deems appropriate such information as may be required or requested by the city to determine the applicability and amount of the occupation tax or regulatory fee or to facilitate levying or collection of the occupation tax or regulatory fee(s). Such information may include, but is not limited to, the following:
 - (1) Name under which business is to be conducted.
 - (2) Local business address.
 - (3) Mailing address of business, if other than local address.
 - (4) Description of business activity to be conducted.
 - (5) Applicant's name, social security number and association with business. (Applicant shall be local manager, business owner, or corporate officer.)
 - (6) If a partnership or proprietorship, social security number of each individual. If a corporation, tax identification number and list of officers' names and titles.
 - (7) Name, address and telephone number of owner of the property where the business is located.
 - (8) Evidence of state or county certification, as applicable.
 - (9) Statement that the applicant (including all partners or the officers and local manager, if a corporation) has never been convicted of a felony.

- (10) Agreement by applicant that the city may investigate his/her background and use such in deciding on the granting of authority to conduct business in the city.
- (11) Statement that the applicant has never been denied the authority to conduct the business herein described, except as noted.
- (12) Statement affirming validity of the information provided.
- (13) Quarterly wage statements and W-3 transmittal forms furnished to other governmental entities, including the state and federal governments.

Sec. 34-34. - Inspections of Books and Records; Audits; Confidential Information.

- (a) The city, through its officers, agents, employees, or representatives, shall have the right to inspect the books or records of any business for which returns have been based upon the gross receipts. Upon demand of the Chief Financial Officer, such books or records shall be submitted for inspection by a representative or agent of the city within thirty (30) days. Independent auditors or bookkeepers employed by the city shall be classified as agents for the purposes of this article. Failure of submission of such books and records within thirty (30) days shall be subject to section 34-37. If it is determined that a deficiency exists as a result of under reporting, payment of additional occupation taxes required to be paid under this article shall be assessed including interest as provided by state law and penalties provided for by this Code. Notwithstanding the foregoing, no attorney shall be required to disclose any information that would violate attorney/client privilege.
- (b) Except as provided in subsection (c) of this section, information provided by a business or practitioner of an occupation or profession for the purpose of determining the amount of occupation tax for the business or practitioner is confidential and exempt from disclosure under O.C.G.A. § 50-18-70 et seq.
- (c) Information provided to the city by a business or practitioner of an occupation or profession for the purpose of determining the amount of occupation tax for the business or practitioner may be disclosed to the governing authority of another local government for occupation tax purposes or pursuant to court order or for the purpose of collection of occupation tax or prosecution for failure or refusal to pay occupation tax.
- (d) Nothing herein shall be construed to prohibit the publication by the city of statistics, so classified as to prevent the identification of particular reports or returns and items thereof.

Sec. 34-35. - Business Classifications for Determining Tax Levy.

- (a) For the purpose of this article, every person engaged in business requiring the payment of occupational taxes is classified in accordance to the major line of business as defined by the North American Industrial Classification System (NAICS), and profitability classes are assigned in accordance with Statistics of Income, Business Income Tax Returns, United States Treasury Department, or Internal Revenue Service. The Chief Financial Officer shall review assignment of businesses to profitability classes on a biannual basis and shall administratively reassign businesses as necessary to the then most accurate profitability class.

- (b) Classifications by business profitability to be established by the city council are incorporated herein by reference and adopted for use in the application of this article. All separate businesses engaged in more than one (1) business activity shall be classified on the basis of their dominant business activity at each location where business is done; except, that a person whose dominant business activity is legally exempt as defined by this article shall be classified according to such person's principal subsidiary business, if any, which is subject to the levy and assessment of occupation taxes.
- (c) The occupation tax shall be determined by applying the business' gross receipts returned to the city to the business' profitability classification established for each business type. Gross revenues above the exemption amount are taxed using a tax class table based on profitability.
- (d) A copy of business classifications shall be maintained in the office of the Chief Financial Officer and shall be available for inspection by all interested persons.

Sec. 34-36. - Date Due; Penalty.

- (a) Any occupation tax or regulatory fee due pursuant to this article shall be due and payable annually on March 1 or at such other time as may be designated by the city. In the event that any person commences business or initially engages in a regulated activity in the city after January 1 in any year, the tax or fee shall be due and payable on the date of the commencement of the regulated activity. In the event that any non-regulated individual or business subject to occupation tax under this article commences business in the city after January 1 in any year, the tax shall be due and payment thirty (30) days following the commencement of the business.
- (b) Any individual, business, or practitioner subject to any administrative fee, occupation tax, or regulatory fee imposed by this article and is delinquent shall be charged interest at a rate of 1.5 percent per month.
- (c) Any individual, business, or practitioner subject to any occupation tax or regulatory fee imposed by this article which is unpaid for ninety (90) days after the date on which payment was due shall be subject to a penalty of ten (10) percent of the tax or fee.

Sec. 34-37. - Enforcement; Violations.

- (a) It is the duty of the Chief Financial Officer to administer and enforce the provisions of this article to perform all functions necessary to administer and enforce this article and to summon violators of this article to appear before the municipal court. The Chief Financial Officer may issue executions against individuals, businesses, and practitioners for taxes and fees which are due and owing.
- (b) The Chief Financial Officer shall issue executions against individuals, businesses, and practitioners for taxes and fees which are due and owing. Such executions shall bear interest at the rate authorized by O.C.G.A. § 48-2-40 or, if such statute should be repealed, one (1) percent per month. The lien shall cover the property of the individual, business, or practitioner liable for payment of the delinquent administrative fee, occupation tax, or

regulatory fee and become fixed as of the date and time the administrative fee, occupation tax, or regulatory fee became delinquent. The execution shall be levied by the Chief Financial Officer upon property of the delinquent tax or fee payer located in the city and sufficient property shall be advertised and sold to pay the amount of the execution, including penalty, interest and costs. All other proceedings in relation thereto shall be as provided by the Code and Charter of the city and the laws of Georgia. The defendants at execution shall have the rights of defense, by affidavit of illegality of the tax or otherwise as provided by the Charter of the city and the laws of Georgia in regard to tax executions.

- (c) Individuals, businesses, and practitioner who fail or refuse to pay any administrative fee, occupation tax, or regulatory fee charged pursuant to this article shall be subject to the penalties provided herein and in section 1-16 of the Code of the City of Lawrenceville, Georgia.
- (d) Individuals, businesses, and practitioners who fail or refuse to make a timely or truthful tax return or make available truthful and accurate information the city requests or requires for determining applicability or amount of occupation tax or regulatory fee, or for levying or collecting such occupation tax or regulatory fee shall be subject to the penalties provided herein and in section 1-16 of the Code of the City of Lawrenceville.
- (e) Individuals, businesses, and practitioners who are delinquent in payment of any tax, fee, charge, utility bill, or other debt owed to the city shall not be issued an occupation tax certificate until such tax, fee, charge, utility bill, or other debt has been paid.

Sec. 34-38. - Public Hearing.

The city shall conduct at least one (1) public hearing before adopting any ordinance which will increase the occupation tax rate specified herein.

Sec. 34-39. - Prior Ordinance.

To the extent that any occupation taxes or regulatory fees are owed pursuant to an ordinance passed prior to this one, such amounts remain due and owing, and the provisions of that prior ordinance will remain in effect with respect to such unpaid occupation taxes or regulatory fees until such time as they are paid in full.

Sec. 34-40 – 34-56. - Reserved.

Section 2:

Except as specifically amended as set forth above, all other sections, subsections, sub-subsections, paragraphs, etc. of Article II of Chapter 34 shall remain in full force and affect.

Section 3:

All ordinances, regulations, or parts of the same in conflict with this ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 4:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5:

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this ____ day of _____, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

Occupation Tax

September 16, 2024



Agenda

- Process
- Occupation Tax
 - Businesses Overview
 - Implementation
- Changes in Tax for a Business
- Next Steps



Process

- Occupation Tax is currently assessed based on the number of Full Time Equivalent employees
 - Norcross, Auburn
- The proposed changes will assess Occupation Tax based on Gross Receipts
 - Gwinnett County, Duluth, Suwanee, Buford, Dacula, Loganville, Lilburn, Snellville
- Additionally, a profitability ratio will be a factor in determining the taxing rate
 - To determine profitability the City uses IRS data based on North American Industry Classification System (NAICS) codes
 - Additionally, Gwinnett County data for Gross Receipts was requested, provided and evaluated against the IRS data to determine
 - This information was used to provide a ratio of local business gross receipts to IRS data
 - Based on this ratio, the tax tables and NAICS relationships were developed



Process (Cont'd)

- We are communicating with businesses about the change
 - Sent email and letter outlining the changes to all registered businesses
 - Provided date of Public Hearing – 9/16 Regular Council Meeting
 - We have setup a webpage for the change (currently live)
 - It contains information about the proposed changes
 - Contains a calculator based on NAICS codes for businesses to assess the impact
 - www.lawrencevillega.org/occupation-tax-change
- Adoption of a new ordinance is required to implement the new assessment process
 - We will have a public hearing at the adoption time of the ordinance (9/16)
 - Provided an advertisement in the Gwinnett Daily Post, placed a notice on our website, and sent a letter to all registered businesses



Business Overview

	Number
Active Occupation Tax Certificates	1,356
General Automotive Repair	75
Full-Service Restaurants	65
Offices of Physicians (except Mental Health Specialists)	58
Beauty Salons	47
Limited-Service Restaurants	35
Used Car Dealers	29
Gasoline Stations with Convenience Stores	27
Convenience Stores	21



Business Overview

Sector	Title	# of Businesses
21	MINING	3
23	CONSTRUCTION	103
31, 32, 33	MANUFACTURING	67
42, 44, 45	WHOLESALE AND RETAIL TRADE	295
48, 49	TRANSPORTATION AND WAREHOUSING	38
51	INFORMATION	13
52	FINANCE AND INSURANCE	426
53	REAL ESTATE AND RENTAL AND LEASING	59
54	PROFESSIONAL, SCIENTIFIC, and TECHNICAL SERVICES	85
55	MANAGEMENT OF COMPANIES (HOLDING COMPANIES)	1
56, 92	ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES	76
62	HEALTH CARE AND SOCIAL ASSISTANCE	183
71	ARTS, ENTERTAINMENT, AND RECREATION	12
72	ACCOMMODATION, FOOD SERVICES, AND DRINKING PLACES	111



Implementation

- Administrative Fee \$100 annually
- Three Year Phase-in
- **Establish Tax Classes**

Tax Class	Tax Rate
1	0.065%
2	0.078%
3	0.091%
4	0.104%
5	0.117%
6	0.130%

- **Establish Exemptions**

Year	Amount
2025	\$50,000 or 70% of gross receipts, whichever is higher
2026	\$50,000 or 35% of gross receipts, whichever is higher
2027 and beyond	\$50,000



Implementation

- Set Practitioner Fees
 - Attorneys, Physicians, Chiropractors, Optometrists, Accountants, Funeral Directors, Engineers, Architects...
 - Per Practitioner
 - Year 2025 - \$200
 - Year 2026 - \$300
 - Year 2027 and beyond - \$400
 - Attorneys are included in the list of practitioners
- Maximum Occupation Tax Liability is \$25,000
 - Gwinnett County: \$20,000
 - Suwanee: \$12,500
 - Duluth: \$12,500
 - Dacula: \$20,000



Changes in Tax for a Business

NAICS CODE	NAICS Description	Average Gross Receipts	Current Tax	2025	2026	2027	Gwinnett
441110	Car Dealership	\$92,053,849	\$750	\$18,051	\$25,000	\$25,000	\$20,000
441340	Tire Dealers	\$1,648,375	\$90	\$421	\$850	\$1,171	\$1,467
445110	Grocery Store	\$13,228,654	\$590	\$2,680	\$6,119	\$8,699	\$10,538
445120	Gasoline Stations with Convenience Stores	\$4,734,013	\$145	\$1,023	\$2,254	\$3,177	\$3,884
541990	Attorney		\$0	\$200	\$300	\$400	\$400
561730	Landscaping Service	\$471,636	\$145	\$229	\$400	\$529	\$694
621111	Doctor		\$150	\$200	\$300	\$400	\$400
722511	Full-Service Restaurant	\$1,480,331	\$486	\$446	\$908	\$1,255	\$1,568
812113	Nail Salon	\$436,809	\$262	\$236	\$418	\$554	\$655



Changes in Tax for a Business

NAICS CODE	NAICS Description	Average Gross Receipts	Current Tax	2025	2026	2027	Gwinnett
238210	Electrical Contractors	\$792,464	\$70	\$347	\$677	\$924	\$921
531120	Event Centers	\$388,234	\$50	\$251	\$453	\$605	\$723
531190	Real Estate Broker	\$1,129,800	\$50	\$541	\$1,128	\$1,569	\$1,769
561320	Staffing Company	\$2,091,656	\$606	\$589	\$1,242	\$1,731	\$2,470
812112	Hair Salon	\$109,715	\$50	\$134	\$180	\$214	\$297
	New Housing						
236116	Construction	\$11,440,945	\$60	\$3,223	\$7,388	\$10,511	\$9,138
811191	Oil Change	\$1,015,228	\$90	\$377	\$747	\$1,024	\$1,131
441120	Used Car Dealer	\$589,523	\$50	\$215	\$368	\$483	\$638



Changes in Tax for a Business

NAICS CODE	NAICS Description	Average Gross Receipts	Current Tax	2025	2026	2027	Gwinnett
452311	Super Centers	\$95,735,000	\$750	\$25,000	\$25,000	\$25,000	\$20,000
811192	Car Wash	\$1,005,523	\$110	\$375	\$741	\$1,015	\$1,121
312120	Brewery	\$2,212,000	\$80	\$790	\$1,710	\$2,400	\$2,602
238220	Plumber	\$109,603	\$60	\$130	\$170	\$200	\$279
441310	Auto Parts	\$1,589,605	\$190	\$410	\$823	\$1133	\$1,421
811111	Auto Repair	\$530,789	\$245	\$245	\$438	\$583	\$675
722513	Fast Food Restaurant	\$2,202,000	\$438	\$615	\$1,302	\$1,818	\$2,246
531120	Property Managers	\$388,234	\$50	\$251	\$453	\$605	\$723

- 48% of Businesses will pay less than \$500
- 70% of Businesses will pay less than \$1,000
- 80% of Businesses will pay less than \$1,500



Revenue Changes for the City

- Three Year Full Implementation
 - FY 2024 - \$330,000 (Last Fiscal Year)
 - FY 2025 - \$700,000 (Current Fiscal Year)
 - Funding level approved by Mayor and Council in the Budget Resolution
 - FY 2026 - \$1,350,000
 - FY 2027 - \$2,000,000



Discussion



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 16, 2024

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: RZM2024-00016; McKinley Homes, LLC c/o Smith, Gambrell & Russell, LLP; 0 Hillcrest Green Drive

Department: Planning and Development

Date of Meeting: Monday, September 16, 2024

Applicant Request: Rezone subject property from RS-150 (Single-Family Residential District) to RM-24 (Multifamily Residential District)

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Staff Conditions**

Summary: The applicant requests a rezoning for 0 Hillside Green Drive and 298 Dogwood Lane from RS-150 (Single-Family Residential District) to RM-24 (Multifamily Residential District) to allow for the development of 227 multifamily dwelling units consisting of 194 apartment units and 33 front-entry, for-rent townhouse units with a gross density of 13 units per acre (UPA). The subject property consists of two parcels with an area of approximately 17.47 acres located at the northernmost extent of Hillcrest Green Drive and Dogwood Lane, just southeast of GA 316. The majority of the subject property (16.43 acres) is currently vacant and undeveloped, though a single-family home stands on the 0.88-acre parcel at 298 Dogwood Lane (PIN: R7010A018), part of the Northern Heights subdivision.

Attachments/Exhibits:

- RZM2024-00016_Report

- RZM2024-00016_P&D Recommended Conditions
- RZM2024-00016_City Council Recommended Conditions
- RZM2024-00016_City Council Recommended Conditions_Clean
- RZM2024-00016_Application
- RZM2024-00016_Letter of Intent
- RZM2024-00016_Legal Description
- RZM2024-00016_Existing Conditions Survey
- RZM2024-00016_ZON SITE PLN_08132024 (NTS)
- RZM2024-00016_CityCouncilRecCOND_08132024 (CLN)
- RZM2024-00016_CityCouncilRecCOND_08132024 (RDLNS)
- RZM2024-00016_Schematic Site Plan
- RZM2024-00016_Conceptual Site Plan
- RZM2024-00016_Architectural Elevations
- RZM2024-00016_Bldg 1 Elevation Floor Plan
- RZM2024-00016_Bldg 2 Elevation Floor Plan
- RZM2024-00016_Bldg 3 Elevation Floor Plan
- RZM2024-00016_Bldg Elevation TH
- RZM2024-00016_PRDCT MRKTNG
- RZM2024-00016_PRDCT
- RZM2024-00016_PRDCT 2
- RZM2024-00016_Aerial Map – Zoomed In (1:2,750)
- RZM2024-00016_Aerial Map – Zoomed Out (1:5,500)
- RZM2024-00016_Zoning Map – Zoomed In (1:2,750)
- RZM2024-00016_Zoning Map – Zoomed Out (1:5,500)
- RZM2024-00016_Character Areas Map – Zoomed In (1:2,750)
- RZM2024-00016_Character Areas Map – Zoomed Out (1:5,500)



LAWRENCEVILLE

Planning & Development

REZONING

CASE NUMBER: RZM2024-00016

APPLICANT: BILL DIEHL

OWNER(S): TRINA HURT, DONALD LOGGINS, AND JOHN TAYLOR

LOCATION(S): 0 HILLCREST GREEN DRIVE & 298 DOGWOOD LANE

PARCEL ID(S): R7010 009 & R7010A018

APPROXIMATE ACREAGE: 17.47 ACRES

ZONING PROPOSAL: RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
TO RM-24 (MULTIFAMILY RESIDENTIAL DISTRICT)

PROPOSED DEVELOPMENT: 194 APARTMENTS AND 33 TOWNHOMES

DEPARTMENT RECOMMENDATION: **APPROVAL AS CMU (COMMUNITY MIXED-USE DISTRICT) WITH CONDITIONS**

VICINITY MAP





LAWRENCEVILLE

Planning & Development

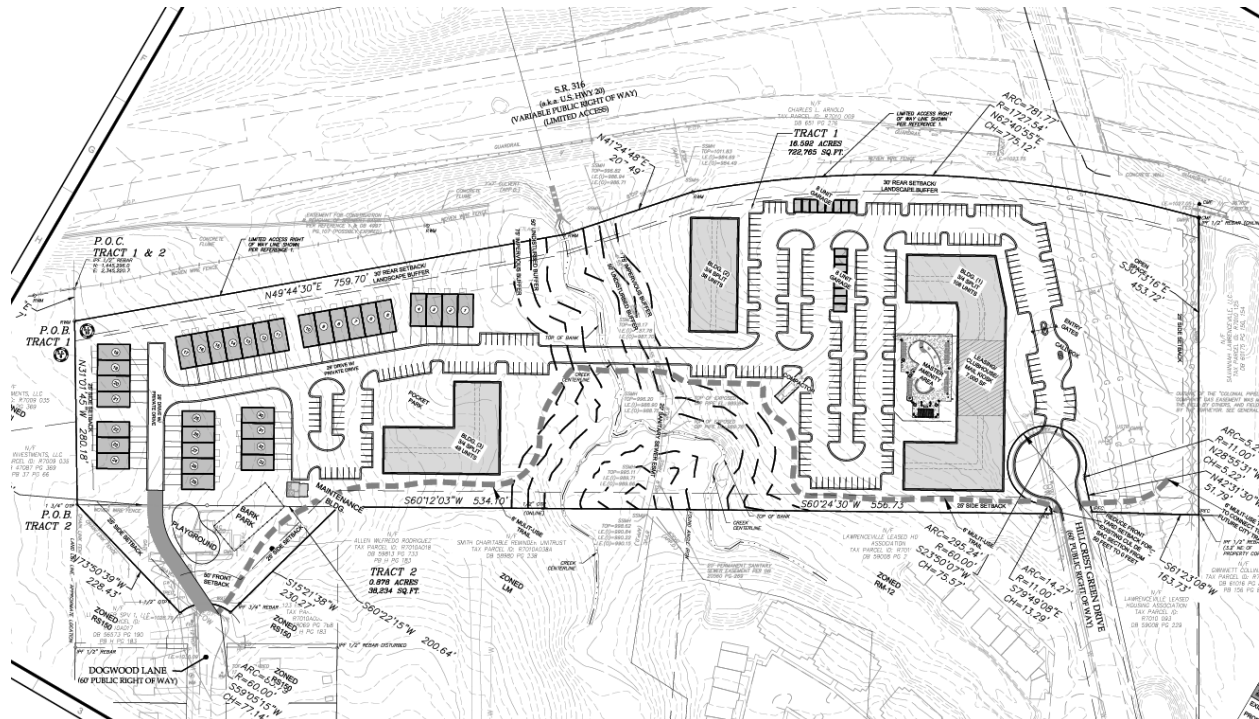
ZONING HISTORY

The subject property has been zoned RS-120 / RS-150 (Single-Family Residential District) since 1986, which is the earliest zoning record on file for the parcel. There are no rezoning cases on record for the subject property.

PROJECT SUMMARY

The applicant requests a rezoning for 0 Hillside Green Drive and 298 Dogwood Lane from RS-150 (Single-Family Residential District) to RM-24 (Multifamily Residential District) to allow for the development of 227 multifamily dwelling units consisting of 194 apartment units and 33 front-entry, for-rent townhouse units with a gross density of 13 units per acre (UPA). The subject property consists of two parcels with an area of approximately 17.47 acres located at the northernmost extent of Hillcrest Green Drive and Dogwood Lane, just southeast of GA 316. The majority of the subject property (16.43 acres) is currently vacant and undeveloped, though a single-family home stands on the 0.88-acre parcel at 298 Dogwood Lane (PIN: R7010A018), part of the Northern Heights subdivision.

CONCEPT PLAN





LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

The applicant requests to rezone the property to RM-24 (Multifamily Residential District) in order to develop a 227-unit, mixed housing-style community featuring 194 apartment units and 33 for-rent, front-entry townhomes at a gross density of 13 units per acre (UPA).

According to the letter of intent provided by the applicant, the development will be designed according to a new urbanist, walkable layout that employs modern farmhouse architecture, prioritizes luxury units intended for a professional market. The development will include modern amenities such as a clubhouse, resort-style pool, playground, multiuse trail (which will connect to the future city trail along the Colonial Pipeline easement), and a dog park.

If approved, the proposed development will require variances from the minimum Land Use Mix as follows:

Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. and 2.

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

Land Use	Percentage of Gross Land Area	
	Minimum	Maximum
Residential Uses	30%	75%
Civic/Institutional Uses	15%	50%
Commercial/Retail, Light Industrial or Office Uses	15%	50%

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

a. Single-family detached dwellings on large lots (at least 9,500 sq. feet)
b. Single-family detached dwellings on mid-size lots (7500-9499 sq. feet)
c. Single-family detached dwellings on small lots (4500-7499 sq. feet)
d. Townhouses (see RM-8 standards above)
e. Multifamily (see RM-12 and RM-24 standards above)



LAWRENCEVILLE

Planning & Development

C. Lot Development Standards

Project Area Standard			Off Internal Streets or Private Driveways		
Minimum	Road Frontage	Max. Height	Min. Front Setback	Min. Side Setback	Min. Rear Setback
5 acres	40 ft./lot	45 ft.	5-15 ft.	10-20 ft.	25-40 ft.

- This Minimum Lot Area shall not be reduced by a Variance. If property was zoned (RM-12) General Residence, 3,600 Sq. Ft. District at the time of adoption of the City of Lawrenceville Zoning Ordinance 2020 (ZON-ORD 2020-9), on May 20, 2020, and property does not meet the Minimum Lot Area then the property owner may apply for a Variance.
- Duplexes shall be prohibited.

The requested variances are as follows:

- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of



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Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.

- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (at least 9,500 sq. feet).
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet).
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (4,500-7,499 sq. feet).
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to Hillcrest Green Drive from five to fifteen feet (5-15 ft.) to zero.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to S.R. 316, U.S. Hwy 20) from five to fifteen feet (5-15 ft.) to thirty feet (30 ft.).



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Article 4 Buffers, 403 Buffers Table (CMU)

403 Buffers Table

New Development	MINIMUM BUFFER REQUIREMENTS																			
	Existing Adjacent Development																			
	AR	CMU	RS-180	RS-150	RS-60	RM-12	RM-8	RM-6	RM-4-C	M	MH	ON	OI	BN	BG	BGC	HSB	LM	HM	
AR																				
CMU	75		50	50	25				25	25	25									
RS-180																				
RS-150																				
RS-60																				
RM-24	50		50	50	25															
RM-12	50		50	50	25															
RM-8	50		50	50	25															
MH	75	75	75	75	75	75	75	75	75											
OI	50		50	50	25	25	25	25	25	25	25									
BN	50		50	50	50	35	35	35	35	35	35									
BG	75		75	75	50	50	50	50	50	50	50									
BGC	65		50	50	50	50	50	50	50	50	50									
HSB	85		85	85	85	70	70	70	70	70	70									
LM	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50		
HM	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100		

- A variance from the Zoning Ordinance, Article 4 – Buffers, Section 403 – Buffers Table – to allow a fifty percent (50%) reduction of minimum buffer requirements between dissimilar zoning classifications (CMU and RS-150) (adjacent to Dogwood Lane) from fifty feet (50 ft.) to twenty-five feet (25 ft.).

Article 5 Parking, Table 5-3: Number of Off-Street Parking Spaces Required

Standard	Requirement	Proposal	Recommendation
Townhome	2 spaces per dwelling unit (66 spaces)	4 spaces per dwelling unit (132 spaces)	N/A
Multifamily	1.5 spaces per dwelling unit (291 spaces)	1.62 spaces per dwelling unit (317 spaces)	N/A

The proposal meets or exceeds the minimum standard.



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SURROUNDING ZONING AND USE

The area around the subject property consists of a wide variety of use and zoning categories. Immediately to the east of the property exists the Lawrenceville Gateway mixed use development zoned CMU (Community Mixed Use District), which is currently under construction. To the southeast are the Greens at Hillcrest garden apartments, which are zoned RM-12 (Multifamily Residential District). The properties along Belmont Drive to the south are zoned LM (Light Manufacturing District), though they are mostly undeveloped. The Northern Heights residential subdivision is to the southwest of the subject property, containing single-family homes zoned RS-150 (Single-Family Residential District). Finally, to the west of the subject property is an office subdivision called Springfield Park zoned OI (Office Institutional District), though it too is currently undeveloped.

The proposed request to rezone the property to RM-24 is consistent with the existing zoning patterns and uses in the general area, including an established development in the Greens at Hillcrest garden apartments as well as under development Lawrenceville Gateway project. Furthermore, the conceptual plan invokes a transect model of development, in which the highest intensity elements (apartment buildings) are anchored to the east of the property – adjacent to existing high-density housing – whereas the lower intensity elements in townhomes are located on the western side of the property, where it borders a single-family neighborhood.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



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

File # RZM2024-00016
Applicant: Bill Diehl

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

Zoning Districts

-  HSB Highway Service Business
-  LM Light Manufacturing
-  OI Office/Institutional
-  CMU Community Mixed Use
-  RM-12 Multifamily Residential
-  RS-150 Single-Family Residential





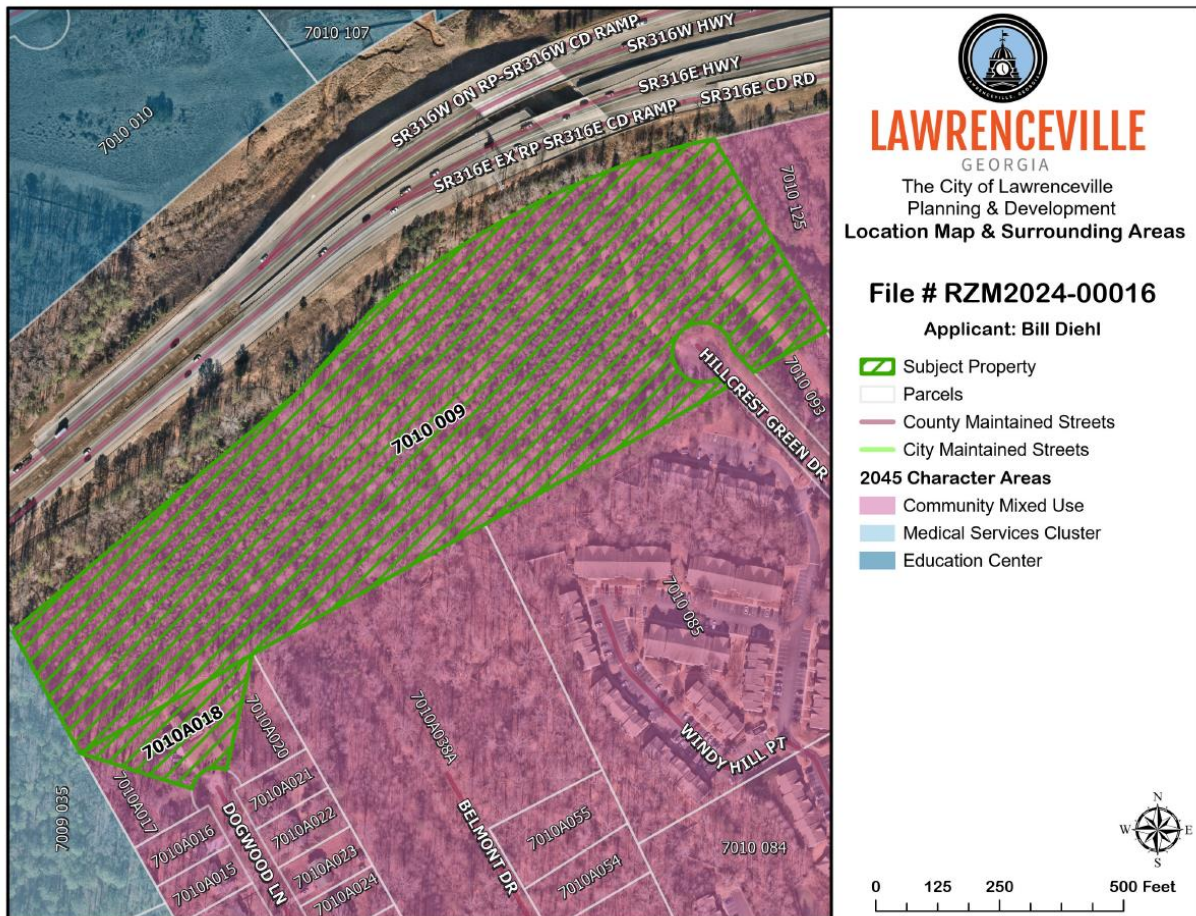

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2045 COMPREHENSIVE PLAN

The City of Lawrenceville 2045 Comprehensive Plan and Future Development Map indicate the subject property is located within the Community Mixed Use character area. The Community Mixed Use character area capitalizes on Lawrenceville’s economic strengths and diverse population by fostering vibrant and walkable neighborhoods. This integration of residential, commercial, and recreational spaces caters to the needs and preferences of a dynamic and growing community. Such a development meets the standards of development as established by the 2045 Comprehensive Plan.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





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STAFF RECOMMENDATION

In conclusion, the proposal is consistent with both the existing uses and zoning patterns of the area as well with the long-term vision for the city as established by the 2045 Comprehensive Plan; policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the “halo effect” of high-quality development already happening nearby.

This proposal would continue with the precedent set by RZM2021-00009, when City Council approved a request to rezone the properties to the east to CMU (Community Mixed Use District) to allow for the construction of a mixed-use development containing approximately 500 multifamily units at Lawrenceville Gateway.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL AS CMU COMMUNITY MIXED-USE WITH CONDITIONS** for the proposed rezoning.



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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;**

Yes. The surrounding area contains a wide range of uses at various densities, including both single-family homes as well as apartment buildings.

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

No. As discussed, the area is already predominantly mixed use in nature.

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

Yes; the property could be developed a single-family subdivision similar to the Northern Heights subdivision to the south / southwest.

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

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

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

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



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

The proposal would continue with the precedent set by the Lawrenceville Gateway rezoning to the east in March 2022 (RZM2021-00009).

PLANNING COMMISSION

RECOMMENDED CONDITIONS_06202024

RZM2024-00016

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

- 1. To restrict the use of the property as follows:
 - A. Multifamily and townhouse residential dwellings, dwelling units, and accessory structures. Multifamily dwelling units shall be limited to a maximum of one hundred ninety-four (194) dwelling units. Townhouse dwelling units shall be limited to a maximum of thirty-three (33) dwelling units.
 - B. The development shall be in general accordance with the submitted site plans and architectural renderings provided by the applicant, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development.
 - C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
 - D. The standard multifamily residential section of the development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week.
 - E. Garages shall be provided for a minimum of 15% of the standard multifamily units (29 garage units). Garage units shall be limited to the interior of the development.
 - F. In the event of residential tenant eviction, any belongings of the tenant shall be placed on a portion of the subject property that is not visible from a public right-of-way unless otherwise required by Law.

2. To satisfy the following site development considerations:

- A. Provide a 30-foot-wide building setback adjacent to all right-of-way, including SR 316.
- B. Natural vegetation shall remain on the property until the issuance of a development permit.
- C. New billboards or oversized signs shall be prohibited.
- D. Outdoor storage shall be prohibited.
- E. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- F. Compactor/dumpsters shall be screened by a 100% opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of 10 feet in width and 30 feet in length Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
- G. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung or strung on the site. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
- H. Peddlers and/or parking lot sales shall be prohibited.
- I. The owner shall repaint or repair any graffiti or vandalism within 72 hours of notice from the City.
- J. Maximum multifamily building height shall be 70 feet.
- K. The required parking ratio for the multifamily section of development shall be 1.62 spaces per unit.
- L. The required parking ratio for the townhouse section of development shall be 4 spaces per unit.
- M. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

3. To abide by the following requirements, dedications and improvements:

- A. The developer shall dedicate at no cost to the City a twenty-foot (20 ft.) wide multiuse trail easement adjacent to the existing gas pipeline easement as shown on the submitted “Zoning Site Plan,” titled “Hurricane Shoals Rd @ Belmont Dr. A Master Planned Residential Development” prepared for “McKinely Homes,” prepared by “Planners & Engineers Collaborative + (PEC),” dated March 27, 2024. The dedicated 20-foot multiuse trail easement shall consist of a pedestrian path measuring a minimum ten-foot (10 ft.) to twelve-foot (12 ft.) in width.
 - B. The 20-foot easement and pedestrian path shall be permitted and constructed prior to the issuance of a Certificate of Occupancy related to the construction of any multifamily and townhouse-family dwellings or dwelling units, subject to the stipulation that the CO shall not be withheld based on the City’s inability to deliver necessary right-of-way or easements for trail construction or for delays in permitting from GDOT.
 - C. Developer shall be responsible for obtaining permission from the Gas provider for construction. All design and construction shall be approved by the City Engineer.
4. The following variances are requested:
- A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
 - B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
 - C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.

- D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.
- E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (at least 9,500 sq. feet).
- F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet).
- G. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (4,500-7,499 sq. feet).
- H. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to Hillcrest Green Drive from five to fifteen feet (5-15 ft.) to zero.
- I. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to S.R. 316, U.S. Hwy 20) from five to fifteen feet (5-15 ft.) to thirty feet (30 ft.).
- J. A variance from the Zoning Ordinance, Article 4 – Buffers, Section 403 – Buffers Table – to allow a fifty percent (50%) reduction of minimum buffer requirements between dissimilar zoning classifications (CMU and RS-150) (adjacent to Dogwood Lane) from fifty feet (50 ft.) to twenty-five feet (25 ft.).

CITY COUNCIL

RECOMMENDED CONDITIONS_07092024

RZM2024-00016

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

- 1. To restrict the use of the property as follows:
 - A. Multifamily and townhouse rental residential dwellings, dwelling units, and accessory structures not to exceed thirteen units per acre (13 UPA). Multifamily dwelling units shall be located east of the existing stream and townhouse dwelling units shall be located west of the existing stream.
 - B. The development shall be in general accordance with the submitted site plan, with changes necessary to meet zoning conditions and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. Architectural renderings shall maintain seventy-five percent (75%) masonry for all sides of all structures.
 - C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
 - D. The development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week.
 - E. The development shall include the following amenities:
 - i. Dog park
 - ii. Pool
 - iii. Fitness area
 - iv. Club/Community Room
 - v. Co-working spaces
 - vi. The trail area and creek area to be landscaped and picnic tables and tables provided. Outdoor ping pong and corn hole, etc. provided.

- vii. Playground
 - viii. EV charging stations
 - ix. Bike racks
- F. Garages shall be provided for a minimum of fifteen percent (15%) of the standard multifamily units. Garage units shall be limited to the interior of the development and the architectural renderings shall match the multifamily facility.
- G. In the event of residential tenant eviction, any belongings of the tenant shall be placed on a portion of the subject property that is not visible from a public right-of-way unless otherwise required by Law.
- G. Multifamily and Townhome Units shall meet the following standards:
1. Multifamily and townhouse-family four (4) bedroom dwelling units shall be prohibited.
 2. Townhouse dwellings and dwelling units shall consist of rear-entry two-car garages.
 3. Townhouse rear-entry garages (rear elevation) shall be adjacent to a forty foot (40 ft.) Private Access Drive. A private access drive shall consist of a minimum pavement width of twenty feet (20 ft.). Two-foot (2 ft.) Curb and gutter shall be required (dimensions are measured back of curb-to-back of curb). Turning radius shall be subject to the review and approval of the Gwinnett County Department of Planning and Development Fire Plan Review Section.
 4. Townhouse rear-entry garages shall be adjacent to or across the street from an external property line only. The façade (front elevation) of each townhouse dwelling unit shall be adjacent to a common area such as a public green, park, or square. The minimum size of the common area shall be three thousand square feet (3,000 sq. ft.).
 5. Multifamily and townhouse-family dwelling unit shall include granite counter tops and stainless-steel appliances.

M2024-00016_CM RECO COND (CLN)_07032024

6. Multifamily and townhouse-family dwelling unit rates shall be market rent except that ten percent (10%) of the overall units shall meet eighty percent (80%) of the current Atlanta Region AMI and the development shall provide an annual certification to the Planning and Development Department indicating that this standard is being met.

2. To satisfy the following site development considerations:

- A. Provide a thirty-foot-wide (30 ft.) building setback adjacent to all right-of-way, including SR 316.
- B. Natural vegetation shall remain on the property until the issuance of a development permit.
- C. New billboards or oversized signs shall be prohibited.
- D. Outdoor storage shall be prohibited.
- E. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- F. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft.) in width and thirty feet (30 ft.) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
- G. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung or strung on the site. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
- H. Peddlers and/or parking lot sales shall be prohibited.
- I. The owner shall repaint or repair any graffiti or vandalism within seventy-two hours (72 hrs.) of notice from the City.
- J. The maximum multifamily building height shall be seventy feet (70 ft.).
- K. The required parking ratio for the multifamily section of development shall be 1.62 spaces per unit.

- L. The required parking ratio for the townhouse section of development shall be four (4) spaces per unit.
- M. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.
- N. Provide a minimum ten foot (10 ft.) wide multiuse trail through the development connecting Dogwood Lane to the “future” city multiuse trail at the eastern part of the site.
- O. Vehicular access to Dogwood Lane is prohibited except for emergency access only. Construction access to Dogwood Lane is also prohibited.

3. The following variances are requested:

- A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
- B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
- C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.

- D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.
- E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (at least 9,500 sq. feet).
- F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet).
- G. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (4,500-7,499 sq. feet).
- H. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to Hillcrest Green Drive from five to fifteen feet (5-15 ft.) to zero.
- I. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to S.R. 316, U.S. Hwy 20) from five to fifteen feet (5-15 ft.) to thirty feet (30 ft.).
- J. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.14 Street Design Standards, Table C. Minimum Pavement Width (Ft.), Local Street *** to allow a reduction in the minimum pavement width from twenty-four feet (24 ft.) to twenty feet (20 ft.). A two-foot (2 ft.) curb and gutter shall be required (dimensions are measured back of curb-to-back of curb).

K. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.20 Private Access Drives to allow a reduction in the minimum width of a right-of-way (Private Access Drive) from fifty feet (50 ft.) to forty feet (40 ft.).

CITY COUNCIL

RECOMMENDED CONDITIONS_08132024

RZM2024-00016

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

1. To restrict the use of the property as follows:
 - A. Multifamily and townhouse rental residential dwellings, dwelling units, and accessory structures not to exceed thirteen units per acre (13 UPA). Townhouse units shall abut Tax Parcel 7010A038A (Smith Charitable UniTrust) to ensure transition from high density residential to medium density use as indicated on the site plan presented at the August 19, 2024, Council Meeting.
 - B. The development shall be in general accordance with the site plan presented at the August 19, 2024 Council meeting, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. Architectural renderings shall maintain a minimum of fifty percent (50%) masonry for all sides of all structures.
 - C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
 - D. The development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week.
 - E. The development shall include the following amenities:
 - i. Dog park
 - ii. Pool
 - iii. Fitness area
 - iv. Club/Community Room
 - v. Co-working spaces
 - vi. The trail area and creek area to be landscaped and picnic tables

and tables provided. Outdoor ping pong and corn hole, etc. provided.

- vii. Playground
- viii. EV charging stations
- ix. Bike racks

F. Garages shall be provided for a minimum of fifteen percent (15%) of the multifamily units. Garage units shall be limited to the interior of the development and the architectural renderings shall match the multifamily buildings.

G. In the event of residential tenant eviction, any belongings of the tenant shall be placed on a portion of the subject property that is not visible from a public right-of-way unless otherwise required by Law.

H. Multifamily and Townhome Units shall meet the following standards:

- a. Four (4) bedroom dwelling units shall be prohibited
- b. All units shall include granite counter tops and stainless-steel appliances.
- c. Dwelling unit rates shall be market rent except that five percent (5%) of the overall units shall meet eighty to one hundred percent (80%-100%) of the current Atlanta Region AMI and the development shall provide an annual certification to the Planning and Development Department indicating that this standard is being met.

2. To satisfy the following site development considerations:

- A. Provide a thirty-foot-wide (30 ft.) building setback adjacent to all right-of-way, including SR 316.
- B. Natural vegetation shall remain on the property until the issuance of a development permit.
- C. New billboards or oversized signs shall be prohibited.
- D. Outdoor storage shall be prohibited.
- E. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.

- F. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
- G. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung or strung on the site. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
- H. Peddlers and/or parking lot sales shall be prohibited.
- I. The owner shall repaint or repair any graffiti or vandalism within seventy-two (72) hours of notice from the City.
- J. Maximum multifamily building height shall be seventy feet (70 ft).
- K. The required parking ratio for the multifamily section of development shall be 1.55 spaces per unit.
- L. The required parking ratio for the townhouse section of development shall be 4 spaces per unit.
- M. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development
- N. Provide a minimum the foot (10 ft) wide multiuse trail through the development connecting Dogwood Lane to the “future” city multiuse trail at the eastern part of the site. Pedestrian access across the stream on the property may be provided by utilizing the same stream crossing developed in association with the internal road.
- O. Vehicular access to Dogwood Lane is prohibited except for emergency vehicle access only. Construction access to Dogwood Lane is also prohibited. The Emergency Lane Access shall be a “non-paved” surface based on approval from Gwinnett County Fire Department.

3. The following variances are requested:

- A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
- B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
- C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.
- D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.
- E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (at least 9,500 sq. feet).
- F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet).

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- G. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (4,500-7,499 sq. feet).
- H. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to Hillcrest Green Drive from five to fifteen feet (5-15 ft.) to zero.
- I. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to S.R. 316, U.S. Hwy 20) from five to fifteen feet (5-15 ft.) to thirty feet (30 ft.).
- J. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.14 Street Design Standards, Table C. Minimum Pavement Width (Ft.), Local Street *** to allow a reduction in the minimum pavement width from twenty-four feet (24 ft.) to twenty feet (20 ft.). A two-foot (2 ft.) curb and gutter shall be required (dimensions are measured back of curb-to-back of curb).
- K. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.20 Private Access Drives to allow a reduction in the minimum width of a right-of-way (Private Access Drive) from fifty feet (50 ft.) to forty feet (40 ft.).
- L. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsections D&E. Mandatory Homeowners Association, Protective Covenants – Neither a homeowner’s association nor protective covenants shall be required. However, the entire property (multi-family and townhouse areas) shall be managed and maintained by a professional property management company.

M2024-00016•_CityCouncilRecCOND_08132024 (CLN)

CITY COUNCIL PLANNING COMMISSION

RECOMMENDED CONDITIONS_081320246202024

RZM2024-00016

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

1. To restrict the use of the property as follows:
 - A. Multifamily and townhouse rental residential dwellings, dwelling units, and accessory structures not to exceed thirteen units per acre (13 UPA). ~~Multifamily dwelling units shall be limited to a maximum of one hundred ninety four (194) dwelling units. Townhouse dwelling units shall be limited to a maximum of thirty three (33) dwelling units.~~ Townhouse units shall abut Tax Parcel 7010A038A (Smith Charitable UniTrust) to ensure transition from high density residential to medium density use as indicated on the site plan presented at the August 19, 20242024, Council Meeting.
 - B. The development shall be in general accordance with the ~~submitted~~ site plan presented at the August 19, 2024 Council meetings, ~~—and architectural renderings provided by the applicant,~~ with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. Architectural renderings shall maintain a minimum of fifty percent (50%) masonry for all sides of all structures.
 - C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
 - D. The ~~standard multifamily residential section of the~~ development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week.
 - E. The development shall include the following amenities:
 - i. Dog park
 - ii. Pool

M2024-00016•_CityCouncilRecCOND_08132024 (RDLNS)

- iii. Fitness area
- iv. Club/Community Room
- v. Co-working spaces
- vi. The trail area and creek area to be landscaped and picnic tables and tables provided. Outdoor ping pong and corn hole, etc. provided.
- vii. Playground
- viii. EV charging stations
- ~~D~~.ix. Bike racks

~~E~~.F. Garages shall be provided for a minimum of fifteen percent (15%) of the standard multifamily units (29 garage units). Garage units shall be limited to the interior of the development and the architectural renderings shall match the multifamily buildings.

G. In the event of residential tenant eviction, any belongings of the tenant shall be placed on a portion of the subject property that is not visible from a public right-of-way unless otherwise required by Law.

H. ~~Mutifamily~~ Multifamily and Townhome Units shall meet the following standards:

- a. Four (4) bedroom dwelling units shall be prohibited
- b. All units shall include granite counter tops and stainless-steel appliances.

~~F.~~ Dwelling unit rates shall be market rent except that five percent (5%) of the overall units shall meet eighty to one hundred percent (80%-100%) of the current Atlanta Region AMI and the development shall provide an annual certification to the Planning and Development Department indicating that this standard is being met.

2. To satisfy the following site development considerations:

- A. Provide a thirty-foot-wide (30 ft.) ~~foot-wide~~ building setback adjacent to all right-of-way, including SR 316.
- B. Natural vegetation shall remain on the property until the issuance of a development permit.
- C. New billboards or oversized signs shall be prohibited.
- D. Outdoor storage shall be prohibited.
- E. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- F. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 feet) in width and thirty feet (30 feet) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
- G. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung or strung on the site. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
- H. Peddlers and/or parking lot sales shall be prohibited.
- I. The owner shall repaint or repair any graffiti or vandalism within seventy ~~two~~seventy-two (72) hours of notice from the City.
- J. Maximum multifamily building height shall be seventy feet (70 feet).
- K. The required parking ratio for the multifamily section of development shall be 1.55~~62~~ spaces per unit.
- L. The required parking ratio for the townhouse section of development shall be 4 spaces per unit.
- M. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development
- N. Provide a minimum the foot (10 ft) wide multiuse trail through the

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development connecting Dogwood Lane to the “future” city multiuse trail at the eastern part of the site. Pedestrian access across the stream on the property may be provided by utilizing the same stream crossing developed in association with the internal road.

O. Vehicular access to Dogwood Lane is prohibited except for emergency vehicle access only. Construction access to Dogwood Lane is also prohibited. The Emergency Lane Access shall be a “non-paved” surface based on approval from Gwinnett County Fire Department.

M. :

~~3. To abide by the following requirements, dedications and improvements:~~

- ~~A. The developer shall dedicate at no cost to the City a twenty-foot (20 ft.) wide multiuse trail easement adjacent to the existing gas pipeline easement as shown on the submitted "Zoning Site Plan," titled "Hurricane Shoals Rd @ Belmont Dr. A Master Planned Residential Development" prepared for "McKinely Homes," prepared by "Planners & Engineers Collaborative + (PEC)," dated March 27, 2024. The dedicated 20-foot multiuse trail easement shall consist of a pedestrian path measuring a minimum ten-foot (10 ft.) to twelve-foot (12 ft.) in width.~~
- ~~B. The 20-foot easement and pedestrian path shall be permitted and constructed prior to the issuance of a Certificate of Occupancy related to the construction of any multifamily and townhouse family dwellings or dwelling units, subject to the stipulation that the CO shall not be withheld based on the City's inability to deliver necessary right-of-way or easements for trail construction or for delays in permitting from GDOT.~~
- ~~C. Developer shall be responsible for obtaining permission from the Gas provider for construction. All design and construction shall be approved by the City Engineer.~~

4.3. The following variances are requested:

- A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
- B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
- C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area –

M2024-00016•_CityCouncilRecCOND_08132024 (RDLNS)

Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.

D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.

E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (at least 9,500 sq. feet).

F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet).

G. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (4,500-7,499 sq. feet).

H. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to Hillcrest Green Drive from five to fifteen feet (5-15 ft.) to zero.

~~I. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to S.R. 316, U.S. Hwy 20) from five to fifteen feet (5-15 ft.) to thirty feet (30 ft.).~~

~~I. A variance from the Zoning Ordinance, Article 4 – Buffers, Section 403 – Buffers Table to allow a fifty percent (50%) reduction of minimum buffer requirements between dissimilar zoning classifications (CMU and RS-150) (adjacent to Dogwood Lane) from fifty feet (50 ft.) to twenty five feet (25 ft.).~~

J. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.14 Street Design Standards, Table C. Minimum Pavement Width (Ft.), Local Street *** to allow a reduction in the minimum pavement width from twenty-four feet (24 ft.) to twenty feet (20 ft.). A two-foot (2 ft.) curb and gutter shall be required (dimensions are measured back of curb-to-back of curb).

K. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.20 Private Access Drives to allow a reduction in the minimum width of a right-of-way (Private Access Drive) from fifty feet (50 ft.) to forty feet (40 ft.).

L. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsections D&E. ~~Man~~andatory Homeowners Association, Protective Covenants – Neither a ~~homeowners~~homeowner’s association not protective covenants shall be required. However, the entire property (multi-family and townhouse areas) shall be managed and maintained by a professional property

M2024-00016• CityCouncilRecCOND_08132024 (RDLNS)

management company.

J. —

CITY COUNCIL

RECOMMENDED CONDITIONS_08282024

RZM2024-00016

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

- 1. To restrict the use of the property as follows:
 - A. Multifamily and townhouse rental residential dwellings, dwelling units, and accessory structures not to exceed thirteen units per acre (13 UPA). Townhouse units shall abut Tax Parcel 7010A038A (Smith Charitable UniTrust) to ensure transition from high density residential to medium density use as indicated on the site plan presented at the September 16, 2024, Council Meeting.
 - B. The development shall be in general accordance with the site plan presented at the September 16, 2024 Council meeting, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. The proportions of materials of the exterior facades shall be in general accordance with those detailed in the elevations presented at the September 16, 2024, Council meeting.
 - C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
 - D. The development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week. This condition shall not apply to the emergency entrance on Dogwood Lane.

- E. The development shall include the following amenities:
 - i. Dog park
 - ii. Pool
 - iii. Fitness area
 - iv. Club/Community Room
 - v. Co-working spaces
 - vi. The trail area and creek area to be landscaped and picnic tables and tables provided. Outdoor ping pong and corn hole, etc. provided.
 - vii. EV charging stations
 - viii. Bike racks
- F. Garages shall be provided for a minimum of fifteen percent (15%) of the multifamily units. Location of garage units and the architectural renderings shall match the multifamily buildings with the review and approval of the Planning and Development Director.
- G. In the event of residential tenant eviction, any belongings of the tenant shall be placed on a portion of the subject property that is not visible from a public right-of-way unless otherwise required by Law.
- H. Multifamily and Townhome Units shall meet the following standards:
 - 1. Four (4) bedroom dwelling units shall be prohibited
 - 2. All units shall include granite counter tops and stainless-steel appliances.
 - 3. Dwelling unit rates shall be market rent except that five percent (5%) of the overall units shall meet eighty to one hundred percent (80%-100%) of the current Atlanta Region AMI and the development shall provide an annual certification to the Planning and Development Department indicating that this standard is being met. In lieu of providing these units, the developer may provide \$75,000 before a land disturbance permit is issued to the Lawrenceville Response Center FIRST Housing project operated by Impact 46.

2. To satisfy the following site development considerations:

- A. Provide a thirty-foot-wide (30 ft.) building setback adjacent to all right-of-way, including SR 316.
- B. Natural vegetation shall remain on the property until the issuance of a development permit.
- C. New billboards or oversized signs shall be prohibited.
- D. Outdoor storage shall be prohibited.
- E. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- F. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
- G. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung or strung on the site. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
- H. Peddlers and/or parking lot sales shall be prohibited.
- I. The owner shall repaint or repair any graffiti or vandalism within seventy two (72) hours of notice from the City.
- J. Maximum multifamily building height shall be seventy feet (70 ft).
- K. The required parking ratio for the multifamily section of development shall be 1.55 spaces per unit.
- L. The required parking ratio for the townhouse section of development shall be 4 spaces per unit.
- M. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

- N. Provide a minimum the foot (10 ft) wide multiuse trail through the development connecting Dogwood Lane to the “future” city multiuse trail at the eastern part of the site. Pedestrian access across the stream on the property may be provided by utilizing the same stream crossing developed in association with the internal road.
- O. Vehicular access to Dogwood Lane is prohibited except for emergency vehicle access only. Construction access to Dogwood Lane is also prohibited. The Emergency Lane Access shall be a “non-paved” surface contingent on approval from Gwinnett County Fire Department.

3. The following variances are requested:

- A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
- B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
- C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.
- D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area – Residential Uses to allow the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15%) to zero.

- E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (at least 9,500 sq. feet).
- F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet).
- G. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 2., Housing Options to allow the elimination of a. Single-family detached dwellings on large lots (4,500-7,499 sq. feet).
- H. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to Hillcrest Green Drive from five to fifteen feet (5-15 ft.) to zero.
- I. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection C. Lot Development Standards, Table 1., Project Area Standards – Minimum Front Setback to allow the elimination of minimum front yard setback (adjacent to S.R. 316, U.S. Hwy 20) from five to fifteen feet (5-15 ft.) to thirty feet (30 ft.).
- J. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.14 Street Design Standards, Table C. Minimum Pavement Width (Ft.), Local Street *** to allow a reduction in the minimum pavement width from twenty-four feet (24 ft.) to twenty feet (20 ft.). A two-foot (2 ft.) curb and gutter shall be required (dimensions are measured back of curb-to-back of curb).
- K. A variance from the Subdivision Regulations, Section 2. Required Improvements, Subsection 2.20 Private Access Drives to allow a reduction in the minimum width of a right-of-way (Private Access Drive) from fifty feet (50 ft.) to forty feet (40 ft.).

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L. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsections D&E. Mandatory Homeowners Association, Protective Covenants – Neither a homeowners association nor protective covenants shall be required. However, the entire property (multi-family and townhouse areas) shall be managed and maintained by a professional property management company.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>McKinley Homes, LLC</u> c/o Smith, Gambrell & Russell, LLP	NAME: <u>(See Attached Pages)</u>
ADDRESS: <u>1105 West Peachtree Street, Suite 1000</u>	ADDRESS: _____
CITY: <u>Atlanta</u>	CITY: _____
STATE: <u>GA</u> ZIP: <u>30309</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Dennis Webb</u> PHONE: <u>404-815-3620</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS-150</u> REQUESTED ZONING DISTRICT: <u>RM-24</u>	
PARCEL NUMBER(S): <u>R7010-009</u> ACREAGE: <u>16.43</u>	
ADDRESS OF PROPERTY: <u>0 Hillcrest Green Drive, Lawrenceville, Georgia 30046</u>	

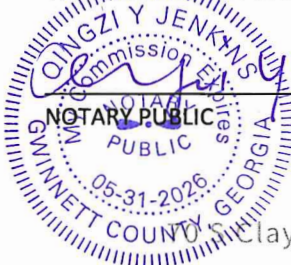
RZM2024-00016
RECEIVED: JUNE 17, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

AW. Webb 5-2-2024
SIGNATURE OF APPLICANT DATE

SIGNATURE OF OWNER DATE

Henry W. Massie
TYPED OR PRINTED NAME

TYPED OR PRINTED NAME



[Signature]
DATE 05-02-2024

NOTARY PUBLIC DATE

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



LAWRENCEVILLE GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>McKinley Homes, LLC</u> <u>c/o Smith, Gambrell & Russell, LLP</u> ADDRESS: <u>1105 West Peachtree Street, Suite 1000</u> CITY: <u>Atlanta</u> STATE: <u>GA</u> ZIP: <u>30309</u>	NAME: <u>Donald G. Loggins</u> ADDRESS: <u>3770 Bold Springs Road</u> CITY: <u>Monroe</u> STATE: <u>GA</u> ZIP: <u>30656</u>
CONTACT PERSON: <u>Dennis Webb</u> PHONE: <u>404-815-3620</u>	
<p>* 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.</p>	
PRESENT ZONING DISTRICT(S): <u>RS-150</u> REQUESTED ZONING DISTRICT: <u>RM-24</u>	
PARCEL NUMBER(S): <u>R7010-009</u> ACREAGE: <u>16.43</u>	
ADDRESS OF PROPERTY: <u>0 Hillcrest Green Drive, Lawrenceville, Georgia 30046</u>	

RZM2024-00016
RECEIVED: JUNE 17, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

SIGNATURE OF APPLICANT DATE

Donald G. Loggins 4/19/2024
SIGNATURE OF OWNER DATE

TYPED OR PRINTED NAME

Donald G. Loggins
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Judith S. Hallum 4/19/2024
NOTARY PUBLIC DATE



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770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>McKinley Homes, LLC</u> c/o Smith, Gambrell & Russell, LLP	NAME: <u>Estate of Charles L. Arnold</u>
ADDRESS: <u>1105 West Peachtree Street, Suite 1000</u>	ADDRESS: <u>1645 Ivy Lea Court</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30309</u>	STATE: <u>GA</u> ZIP: <u>30045</u>
CONTACT PERSON: <u>Dennis Webb</u> PHONE: <u>404-815-3620</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS-150</u> REQUESTED ZONING DISTRICT: <u>RM-24</u>	
PARCEL NUMBER(S): <u>R7010-009</u> ACREAGE: <u>16.43</u>	
ADDRESS OF PROPERTY: <u>0 Hillcrest Green Drive, Lawrenceville, Georgia 30046</u>	

RZM2024-00016
RECEIVED: JUNE 17, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

SIGNATURE OF APPLICANT DATE

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Trina A. Hurt 04/26/2024

SIGNATURE OF OWNER DATE
Trina A. Hurt as Administrator of the

Estate of Charles L. Arnold, Sr.

TYPED OR PRINTED NAME

Williams 04/26/2024

NOTARY PUBLIC DATE



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
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LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>McKinley Homes, LLC</u> c/o Smith, Gambrell & Russell, LLP	NAME: <u>Estate of Salena O. Arnold</u>
ADDRESS: <u>1105 West Peachtree Street, Suite 1000</u>	ADDRESS: <u>1376 Joe Cooper Road</u>
CITY: <u>Atlanta</u>	CITY: <u>Danielsville</u>
STATE: <u>GA</u> ZIP: <u>30309</u>	STATE: <u>GA</u> ZIP: <u>30633</u>
CONTACT PERSON: <u>Dennis Webb</u> PHONE: <u>404-815-3620</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS-150</u> REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>R7010-009</u> ACREAGE: <u>16.43</u>	
ADDRESS OF PROPERTY: <u>0 Hillcrest Green Drive, Lawrenceville, Georgia 30046</u>	

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SIGNATURE OF APPLICANT DATE

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

[Signature] 4-23-24
SIGNATURE OF OWNER DATE

John N. Taylor, executor
TYPED OR PRINTED NAME

[Signature] 4-23-24

TYLER HALL
NOTARY PUBLIC DATE
Madison County
State of Georgia
My Comm. Expires January 10, 2028



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>McKinley Homes, LLC</u> c/o Smith, Gambrell & Russell, LLP	NAME: <u>Allen Wilfredo & Juana Ardon Rodriguez</u>
ADDRESS: <u>1105 West Peachtree Street, Suite 1000</u>	ADDRESS: <u>298 Dogwood Lane</u>
CITY: <u>Atlanta</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30309</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Dennis J. Webb Jr.</u> PHONE: <u>404-815-3620</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS-150</u> REQUESTED ZONING DISTRICT: <u>RM-24</u>	
PARCEL NUMBER(S): <u>R7010-A018</u> ACREAGE: <u>1.170</u>	
ADDRESS OF PROPERTY: <u>298 Dogwood Lane, Lawrenceville GA (made in connection with 0 Hillcrest Drive)</u>	

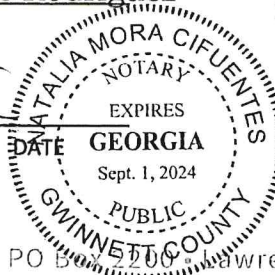
Juana Ardon Chavez De Rodriguez 05/20/2024
SIGNATURE OF APPLICANT DATE

Allen Wilfredo Rodriguez 05/20/2024
SIGNATURE OF OWNER DATE

Juana Ardon Chavez De Rodriguez
TYPED OR PRINTED NAME

Allen Wilfredo Rodriguez
TYPED OR PRINTED NAME

Natalia Mora Cifuentes
NOTARY PUBLIC 5/20/24 DATE



Natalia Mora Cifuentes
NOTARY PUBLIC 5/20/24 DATE



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

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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

NAME 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? N 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)

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

Diehl, William

From: Tax <Tax@gwinnettcountry.com>
Sent: Wednesday, May 15, 2024 5:17 PM
To: Diehl, William
Subject: R7010A018 R7010 009 RE: Property Tax Verification
Attachments: Verification R7010 009 SIGNED.pdf; Verification R7010 A018 SIGNED.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you for emailing the Tax Commissioner’s office.

Please see attached signed tax form for R7010A018, R7010 009, 2023 and prior years are paid in full.

The 2024 taxes will be mailed out in the month of August. They have yet to be determined at this time.

Thanks,



Jacquleen Garcia

Tax Associate II | Call Center |Gwinnett County Tax Commissioner’s Office
Denise R. Mitchell, MPA, Tax Commissioner
770-822-8800 | www.GwinnettTaxCommissioner.com

‘Distinction in government and exemplary service.’

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From: Diehl, William <wdiehl@sgrlaw.com>
Sent: Tuesday, May 14, 2024 9:32 AM
To: Tax <Tax@gwinnettcountry.com>
Subject: Property Tax Verification

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening links, attachments, or responding. When in doubt, contact phishing@gwinnettcountry.com.

Good Morning,

The City of Lawrenceville requires tax verifications for rezoning applications. Could your office verify property taxes are paid on the two parcels referenced in the attached verifications?

Thank you for your help and please let me know if any further information is needed.

Thanks,

William (Bill) Diehl
Associate

p | 404-815-3627
f | 404-685-6927
e | wdiehl@sgrlaw.com
1105 W. Peachtree St. NE | Suite 1000 | Atlanta, GA 30309
www.sgrlaw.com | [My Bio](#)



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FIRST AMENDED
LETTER OF INTENT
and
IMPACT ANALYSIS

and

Other Material Required by
City of Lawrenceville Zoning Ordinance
for the
Rezoning and Concurrent Variance Application

of

MCKINLEY HOMES, LLC

for

± 17.47 Acres of Land
located at 0 Hillcrest Green Drive
PIN: R7010 009 & R7010 A018 Gwinnett County, Georgia

**From RS-150 to RM-24 and
Associated Concurrent Variances**

Submitted for Applicant by:

Dennis J. Webb, Jr.
William J. Diehl
Smith, Gambrell & Russell, LLP
1105 W. Peachtree Street, NE
Suite 1000
Atlanta, Georgia 30309
404-815-3500

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I. INTRODUCTION

This project proposes the development of Class A luxury rental units with mixed densities and housing-products on an undeveloped lot currently zoned RS-150. The property is a 17.47 acre assemblage (Property Identification Numbers: R7010 009 & R7010 A018) adjoining Highway 316 to the north and the Groves of Lawrenceville apartment community and Dogwood Lane neighborhood to the south (the “Subject Property”). This proposal seeks rezoning to the RM-24 zoning district and concurrent variances to the setbacks from Highway 316 and from the right of way from the cul-de-sac at the termination of Hillcrest Green Drive, as required by the City of Lawrenceville Zoning Ordinance (the “Zoning Ordinance”). The development envisions the construction of a 227-unit, mixed housing-style community featuring 194 apartment units and 33 townhomes developed in a new urbanist, walkable layout and employing modern farmhouse architecture. The Development results in a density of 12.99 units per acre and will prioritize luxury units intended for a professional market. In keeping with this upscale concept, the Development will include modern amenities such as a clubhouse, resort style-pool, playground, multiuse trail and dog park, among other amenities.

The site is in close proximity to expanding employment centers in the City, such as Northside Hospital Gwinnett and Georgia Gwinnett College (“GGC”), positioning the development to support anticipated (and significant) increases in employment opportunities and population growth within the City. The development expands Lawrenceville’s limited Class A rental inventory, while embracing the high standard for development set by the Lawrenceville Lawn and other similar developments. The resulting product is a community that is connected, vibrant, and intentionally developed to highlight Lawrenceville’s amenities and to provide an attractive and modern gateway into the City from Highway 316.

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Access to Lawrenceville’s trail system is particularly important to this Development and its goals for providing walkability, active amenities and convenience. A portion of land in the northeast corner of the Property will be dedicated to the City, providing the City’s trail system with critical connectivity under Highway 316 and dedicated pedestrian access between GGC and downtown Lawrenceville. This civic space amenity is intentionally highlighted by the development plans, with buildings and landscaping oriented to address and facilitate connectivity with the Development. Further, the primary multi-family building is oriented to face the multi-use trail, providing an inviting and attractive architectural façade from the path. An internal multi-use trail will connect all the units in the community and the Dogwood Lane community to the Lawrenceville trail system via a dedicated pedestrian path. The improvements will help foster a walkable and new-urbanist feel to the development, as opposed to the vehicle-centric, garden style multifamily development of decades past.

Residents entering and exiting the development by vehicle will utilize Hillcrest Green Drive which has direct connectivity to Hurricane Shoals Road at a signalized intersection with designated lefthand turning lanes. The site also benefits from easy connectivity to major transportation thoroughfares, such as Highway 316, Duluth Highway and Collins Hill Road. Residents utilizing the adjoining trail system to access retail facilities (many of which are slated for considerable improvements in connection with an adjoining development) or GGC have less than a half mile walk to GGC or to the retail/grocery amenities on Collins Hill Road. The development will be parked above standards, with parking spaces dispersed throughout the community to ensure accessible parking facilities and reduce concentrations of impervious surfaces. Some of the parking facilities will be improved with unit garages available for residents. The garages will be constructed with masonry materials and will be fully enclosed. An additional

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emergency access point will be developed from Dogwood Lane. To preserve the established residential neighborhood on this street, this access point will be gated with a knox-box and will be used as an emergency-only entrance. Additionally, recreational amenities will be developed on portions to enhance the amenity offerings for residents. The property will preserve tree cover and landscaping will be supplemented where necessary to enhance screening.

The rezoning is supported by the Comprehensive Plan, which places the Property in the Community Mixed Use area. The Character Area envisions higher-density residential communities that “promot[e] walkability and enhance[e] the overall accessibility and convenience of the neighborhood.” (Comp. Plan, pg. 53). As discussed in greater detail below, the development provides additional and newer multifamily inventory, a priority identified in the Comprehensive Plan and the City’s recently adopted Housing Study. That study specifically identified the need for diversifying and re-energizing the City’s aging multifamily housing inventory (See Housing Strategy, p. 8). Expanding rental inventories and products for younger or recently relocated professionals is central to the City’s goals of fostering and retaining an engaged population with the means and desire to make long-term investments within the City.

Lawrenceville’s need for multifamily housing may be more acute than those of other communities within Gwinnett County, particularly given the expansion of Northside Hospital and growth of GGC. Lawrenceville’s projected demographics when compared to other communities, lean more heavily toward younger professionals (employed at Northside Hospital, Gwinnett County or the City of Lawrenceville) and students attending GGC and nearby Philadelphia College of Osteopathic Medicine (“PCOM”) (See Comp. Plan pp. 33 & 40 (recognizing changing demographics and shifts those changes may have on housing preferences)). These individuals often have the incomes to support higher-quality housing but are not interested in longer-term housing

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ownership, either enjoying Lawrenceville’s amenities during their limited tenures at local colleges, or during their transitions to homeownership. Additionally, this demographic is more likely to utilize public amenities (such as trails) and is more likely to patronize local restaurant and retail establishments.

The development team sees this community not only as a landing spot for these young and new residents of the City but also as a launching-off point, helping to foster subsequent investment in for-sale housing products in the area as residents’ careers and families expand. This development introduces Lawrenceville to new residents in a centrally located and amenitized community that is connected to and a part of Lawrenceville’s expanding employment and commercial centers. The Development incorporates two distinct housing products within the centrally managed property, including 33 two-car garage townhomes and 194 multi-family homes divided among three buildings. This configuration allows for variations in unit sizes, which broaden offerings and extend the appeal to residents, particularly younger professionals with varying needs for square footages. The community will be maintained and operated by an established and committed management team, which will ensure that residents receive the Class-A apartment product they desire, with exquisite amenities and essentially no-maintenance obligations on residents.

In addition to this rezoning request, the Applicant also seeks variances from the setback requirements of the Zoning Ordinance. A reduction in the setback from Highway 316 is requested, reducing the buffer from 50 feet to 30 feet. This design is necessitated by the shape of the lot and the perennial stream that splits the lot widthwise and, accordingly, reduces access points. Even with this reduction, the size of the existing right-of-way from Highway 316 will significantly set

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the development back from the highway. Further, the Property’s topography and the existing buffer will reduce direct sightlines between the development and the highway.

A variance in the setback from Hillcrest Green Drive is also sought, requesting a reduction from 50 feet to 0 feet from the right-of-way. Hillcrest Green Drive is a public road that terminates in a currently developed cul-de-sac with a right-of-way dedication on the Property of over 100 feet in diameter. Extending an additional 50-foot setback from this cul-de-sac would eliminate large portions of developable land on the Property. Further, the Development’s desire to emphasize a new urbanist style with connectivity to the multi-use trail requires that setbacks from parking and transportation rights-of-way be minimized. Doing so allows the development to better emphasize and address public amenities such as the trail. It also provides a better transition between the uses of land. A strict application of the Zoning Ordinance and these setbacks would result in a hardship upon the Property’s reasonable development given the unique geographic and topological features of this Property. Additionally, the variances allow for higher quality architectural and site design features of this community.

II. IMPACT ANALYSIS FOR REZONING

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

The Development’s proposed multifamily residential use is compatible with surrounding development and uses of land. To the southeast of the Property is the Groves of Lawrenceville, a multifamily rental development currently zoned RM-12. The rental-community development was constructed in 2002 and features older, townhome-style, two-story apartments with no covered parking. To the Southeast of the Property is a large commercial shopping center anchored by Kohl’s and Walmart. The Northern boundary of the Property abuts Highway 316.

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Other multifamily communities exist within close proximity to the Property. In Lawrenceville’s municipal limits, the SYNC at Ten Oaks apartment community is similarly located between a commercial center (now the Northside Resource Center and Primary Care facilities) and Highway 316. Other apartment communities along the same road (Walther Road) but located in unincorporated Gwinnett County are the Sugar Mill and Parc @ 980 communities. Both developments are within approximately half a mile of the Property and each were developed in 1997. Along Collins Hill Road is an approved multi-family and mixed used community, with approximately 300-units being constructed, additional commercial and retail space, and slated improvements to the facades of existing buildings.

Development patterns and uses, thus, are of relatively high intensities and are compatible with the denser multifamily community envisioned here. The surrounding uses show a clear precedent for multifamily development along this corridor. Many of the surrounding multifamily developments, like the community envisioned here, adjoin the Highway 316 and are accessed by minor collector streets. Moreover, the development reduces its density as it transitions toward the more established residential communities on Dogwood Lane, reducing the impact of the development on this established community. Additional housing units will not interfere with the surrounding uses.

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

As previously described, the surrounding uses are of similar densities and intensity of uses. Other multifamily developments exist within the area and are similarly situated on parcels that adjoin Highway 316. Although this precedent exists, this development will not create an oversupply of multifamily units. The City has an identified need to expand multifamily housing units, particularly with newer units developed for young professionals in the healthcare and public

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administration industries. The demand arises not only from demand for new rental housing¹ but also an by housing turnover, increase in housing demand arising from the desired replacement of depreciated multifamily units with newer, modern facilities as renters look to upgrade their rental housing. In all, the Comprehensive plan identifies the need for more than 1,000 total rental units in the City over the next twenty years (Comp. Plan p. 122).

The proposed multifamily use will be complementary to the surrounding commercial and institutional uses. New residents will provide an active consumer base for surrounding commercial and retail properties. The development of the multi-use trail on the northeastern section of the Property will provide residents with safe and pedestrian-specific walking access to commercial businesses, many of which are located less than half a mile from the Property. The trail also permits residents to access GGC and downtown Lawrenceville, helping to foster meaningful pedestrian activity across important economic and institutional sectors of the City. The Development’s proximity to the college and the commercial/retail amenities is approximately the same distance from Lawrenceville City Hall to the Historic Courthouse, making walking or biking a feasible and attractive option for many residents. Further, the site plan will emphasize this connectivity and encourage use by providing landscaping, signage, and hardscaping to direct residents to the trial.

The development also addresses important housing shortcomings recognized in the Comprehensive Plan and the 2022 Housing Study. The study recognizes that well over 12,000 people are employed in Lawrenceville’s the Public Administration and Health Care industries. (See Housing Study Presentation, p. 7). Despite large numbers of employees engaged in relatively high paying jobs, few of those employees live in Lawrenceville. The gap, according to the Housing

¹ The Comprehensive Plan identifies the need for 350 additional new rental housing units in the City within the next twenty years. (Comp. Plan p. 122).

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Study, leaves more than 10,000 employees exiting the City at the end of the workday and heading outside of the City to live, shop, and engage (Housing Study Presentation, p. 17).

In large part, this gap is a consequence of the lack of housing supply to address unique demands associated with this particular demographic. This Development provides a mix of housing types and styles, offering professionals looking for rental housing in Lawrenceville with the ability to rent Class A apartment flats or exquisitely maintained and attractive townhomes. Every unit is offered with access to resort style amenities and with no-maintenance obligations. Lawrenceville generally lacks this quality of rental-housing inventory. As currently situated, potential residents must either look toward the relatively few Class A rental apartments units available in the City or look to rent older, more traditional single family homes and assume the obligations for lawn and home maintenance generally associated with these types of rental-housing products. For many, neither is attractive and, when faced with these obstacles, many professionals choose to find other housing options outside of the City and commute into Lawrenceville, as opposed to living in the community.

The development proposed here provides Class A rental units for the growing healthcare and other professional employees working in Lawrenceville and provides housing that attracts employees currently unable to purchase for-sale housing products in close proximity to their work and within the City limits. That is, the development’s intended market are younger professionals where residents will first be introduced to the breadth of services, facilities, and lifestyle Lawrenceville offers.

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

The Property’s current zoning is RS-150, a large lot single family zoning district. Given the Property’s proximity to Highway 316, topography and the surrounding intensity of uses, a low-

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density single-family development is not feasible on nor reasonable for the Property. Intervening zoning districts, likewise, are not feasible for development of the Property. The Property is situated such that only the requested zoning district provides any reasonably economic use.

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

The development will not result in an excessive burden to existing infrastructure, utilities, or schools. As will be demonstrated in a traffic study that will be provided in connection with this application, the projected development is not anticipated to create traffic issues. Residents will primarily use Hurricane Shoals to enter and exit the Property, driving east to access Collins Hill Road and west to access Duluth Highway. Hurricane Shoals and Collins Hill Roads are classified as major collector streets. Duluth Highway is classified as a minor Arterial Road. As reflected in the traffic study which will be supplemented with the application, the development is not expected to impact the levels of service for any of these throughfares.

The development is unlikely to have a material impact on schools. The absence of three-bedroom apartments limits the extent to which families with children will likely be residents of the community. Two-bedroom apartments are offered in a roommate layout with separate ensuite bathrooms. The townhome products similarly are not of the style or size that would be attractive to most families. The development is more likely to attract younger professionals and empty nesters than established families with school-aged children. Nevertheless, there appears to be sufficient capacity at Central Gwinnett High School and Lawrenceville Elementary School to accommodate any increase in students.

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

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The Comprehensive Plan, as previously noted, identifies the need for newer rental communities in Lawrenceville (Comp. Plan p. 116). The need arises from projected population growth, fueled largely by the expansion of Northside Hospital and the existing public administration operations within the City (Comp. Plan pg. 106). These expanding industries often employ younger individuals just beginning professional careers, who often lack the immediate desire or ability to purchase for-sale homes (Comp. Plan. pg. 40). Millennial and Generation Z professionals are typically in the market for newer and larger Class A apartment communities with amenities, connectivity, and luxury units. This is a target market for the Development envisioned here and the site plan address these unique demands, providing luxury style apartments, “lock-and-leave” townhome rentals, modern amenities, and connectivity by way of the multiuse trail.

The Comprehensive Plan identifies the lack of higher-end apartment developments in the City. As noted, much of the City’s apartment inventory is more than twenty years old and only 430 new rental units have been constructed since 2010 (Comp. Plan p. 118). This aged inventory, as the Comprehensive Plan identifies, should be “phased out” and replaced by newer developments with modern design and amenity features like those proposed here (Comp. Plan p. 131). The proposed development provides new higher-end multifamily units in-line with the quality of development set by the Lawrenceville Lawn development and other developments which have leveraged their location and outdoor spaces to create more connected communities. This development style is encouraged in the Comprehensive Plan, which calls for “[e]mbracing innovative housing models that align with changing lifestyles and preferences” (Comp. Plan, pg. 125).

This high standard of development is also consistent with the spirit of the Community Mixed Use character area in which the Property is located. The character area envisions “vibrant

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and walkable neighborhoods” that “promot[e] walkability and enhance[e] the overall accessibility and convenience of the neighborhood” (Comp. Plan p. 53). This development meets these standards by utilizing a property that otherwise would be undevelopable for traditional single-family residential or commercial development. Indeed, the site presents development challenges that preclude any development that could meet the quality and standard the City should expect on one of its primary gateways. This development creates a diversity of luxury-style housing options and types. Further, the development provides a community that is connected to GGC and downtown Lawrenceville. While there are no commercial uses within the development, the site plan is specifically engineered to engage the surrounding commercial and retail facilities and encourages residents to utilize the multiuse trail to access those businesses.

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.*

Existing and changing conditions support the zoning proposal. Lawrenceville continues to be a target for the expansion of medical and other institutional facilities in the Northeast Georgia area. Northside Hospital Gwinnett will become the hospital’s largest facility in the state, even surpassing its traditional Atlanta campus. These expansions have increased projections for growth within the City, even from the relatively recently adopted Housing Study and the Comprehensive Plan. Accordingly, some of the modeling from each plan may have understated housing demand calculations. Even with the prior calculations, however, the development addresses an undersupply of multifamily housing inventory and recent expansions only further reiterate the unfulfilled demand in the area.

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III. **NOTICE OF CONSTITUTIONAL CHALLENGE TO UNDERLYING ZONING AND PRESERVATION OF CONSTITUTIONAL RIGHTS**

The Applicant respectfully submits that the current zoning classification of the Property and any proposed intervening district is unconstitutional and that rules relative to the Property owner’s right to use the Property established in the Lawrenceville Zoning Ordinance, to the extent they prohibit this use, constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant in violation of the due process and equal protection rights guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this use would constitute a taking of private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and would be in violation of the Commerce Clause, Article I, Section 8, Clause 3 of the Constitution of the United States.

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

A refusal to allow the development in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law,

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O.C.G.A. § 36-66-1 *et seq.*, due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

IV. **CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that the proposed rezoning be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City so that such recommendations or input might be incorporated as conditions of approval of this Application.

This 14th day of June, 2024.

Respectfully submitted,

/s/ Dennis J. Webb, Jr.
Dennis J. Webb, Jr.
William J. Diehl
Attorneys for Applicant

Smith, Gambrell & Russell, LLP
1105 W. Peachtree Street, NE
Atlanta, Georgia 30309
404-815-3500

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LEGAL DESCRIPTION
OVERALL TRACT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 10, of the 7th District, City of Lawrenceville, Gwinnet County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING COMMENCE at a found 1/2 inch rebar, said rebar having coordinates of North 1,445,296.0 and East: 2,345,220.7, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located at the intersection of the southeasterly right of way line of S.R. 316 (a.k.a. U.S. Hwy 20) (variable public right of way) (limited access) and common land lot line between Land Lots 9 and 10; thence along said southeasterly right of way line of S.R. 316 and common land lot line between Land Lots 9 and 10 South 30 degrees 49 minutes 14 seconds East a distance of 49.37 feet to a found right of way monument, said monument being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence leaving said common land lot line and proceed along said southeasterly right of way of S.R. 316 the following courses and distances: North 49 degrees 44 minutes 30 seconds East a distance of 759.70 feet to a found right of way monument; North 41 degrees 24 minutes 48 seconds East a distance of 207.49 feet to a found right of way monument; along a curve turning to the right with an arc length of 781.77 feet, having a radius of 1727.54 feet, being subtended by a chord bearing of North 62 degrees 40 minutes 55 seconds East, and a chord length of 775.12 feet to a found concrete monument; thence leaving said southeasterly right of way and proceed South 30 degrees 13 minutes 16 seconds East a distance of 453.72 feet to a found iron pin with cap; thence South 61 degrees 23 minutes 08 seconds West a distance of 163.73 feet to a found iron pin with cap on the northeasterly right of way of Hillcrest Green Drive (60 foot public right o way); thence along said northeasterly right of way the following courses and distances: North 42 degrees 31 minutes 30 seconds West a distance of 51.79 feet to a point; along a curve turning to the right with an arc length of 5.27 feet, having a radius of 11.00 feet, being subtended by a chord bearing of North 28 degrees 55 minutes 31 seconds West, and a chord length of 5.22 feet to a point; along a reverse curve turning to the left with an arc length of 295.24 feet, having a radius of 60.00 feet, being subtended by a chord bearing of South 23 degrees 50 minutes 07 seconds West, and a chord length of 75.57 feet to a point located on the southwesterly right of way of said Hillcrest Green Drive; thence along said southwesterly right of way the following courses and distances: with a reverse curve turning to the right with an arc length of 14.27 feet, having a radius of 11.00 feet, being subtended by a chord bearing of South 79 degrees 49 minutes 08 seconds East, and a chord length of 13.29 feet to a point; South 34 degrees 51 minutes 44 seconds East a distance of 5.72 feet to a found iron pin with cap; thence leaving said southwesterly right of way and proceed South 60 degrees 24 minutes 30 seconds West a distance of 556.73 feet to a found angle iron; thence South 60 degrees 12 minutes 03 seconds West a distance of 534.10 feet to a found 1 1/2 inch open top pipe; thence South 15 degrees 21 minutes 38 seconds West a distance of 230.27 feet to a point on the northerly right of way of Dogwood Lane (60 foot public right of way); thence along said right of way along a curve turning to the left with an arc length of 83.79 feet, having a radius of 60.00 feet, being subtended by a chord bearing of South 59 degrees 05 minutes 15 seconds West, and a chord length of 77.14 feet to a point; thence leaving said right of way North 73 degrees 50 minutes 39 seconds West a distance of 228.43 feet to a found 1 3/4 inch open top pipe located on said common land lot line between Land Lots 9 and 10; thence along said common land lot line North 31 degrees 01 minutes 45 seconds West a distance of 280.18 feet to a found right of way monument, said monument being the TRUE POINT OF BEGINNING.

Tract or parcel contains 760,998 square feet or 17.470 acres.

STRUCTURE LEGEND

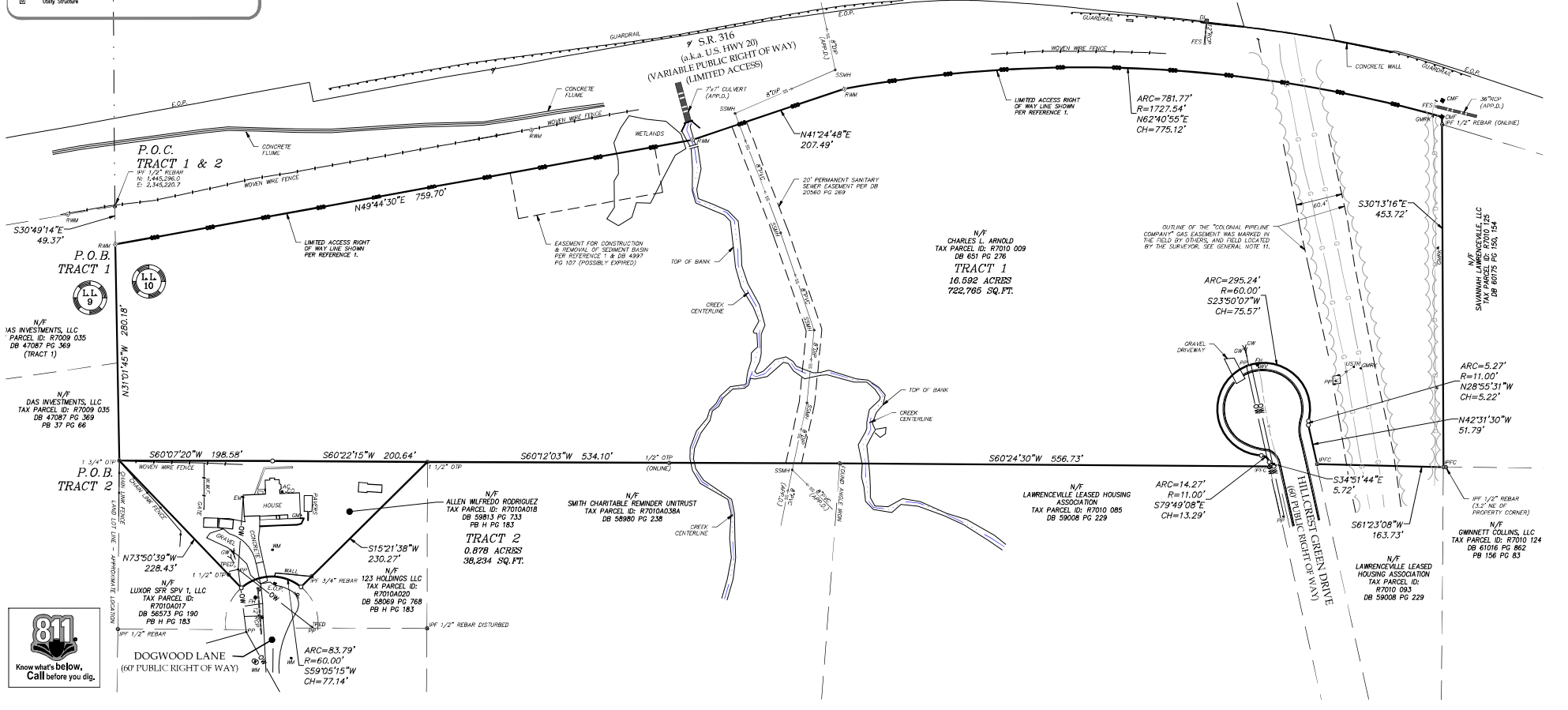
- ELECTRIC/POWER**
- G— Guy Wire
 - E— Electric Wire
 - P— Power Pole/Utility Pole
 - S— Street Light/Utility Pole
- GAS**
- G— Gas Meter
 - G— Gas Valve
 - V— Gas Vent Pipe
 - M— Gas Marker
- SEWER**
- S— Sanitary Sewer Manhole
 - C— Cleanout
 - V— Sanitary Sewer Vent Pipe
- PROPERTY MONUMENTS**
- M— Right-of-Way Monument Found
 - S— Concrete Monument Found
 - I— Iron Pin Set
 - O— Iron Pin Found (Below Surface)
 - F— Flag
- MISCELLANEOUS UTILITIES**
- U— Utility Structure

ABBREVIATIONS

- APPROX.**
- #4 Approximate
 - S&C Split and Center
 - C.F.P. Chain Link Fence
 - C.M.P. Corrugated Metal Pipe
 - C.O. Clean Out
 - C.P.P. Corrugated Plastic Pipe
 - C.T.P. Clump Top Pipe
 - D.B. Dead Bolt
 - D.H. Drop Head
 - D.E. Drainage Easement
 - E.C.P. Edge of Pavement
 - E.P.P. Electric Power Pole
 - E.P.W. Electric Power Pole
 - E.P.W.P. Electric Power Pole
 - E.S. Easement
 - F.E.T. Flared End Section
 - F.M. Fish Trap
 - F.M.D. Fish Trap Deletion
 - F.H. Flag Pole
 - F.M.B. Flag Pole Marker
 - G.M. Gas Meter
 - H.R. Hand Road
 - H.W. Hand Well
 - H.W. Hand Well
 - I.C.V. Irrigation Control Valve
 - I.L. Invert Elevation
 - I.P.F. Iron Pin Found
- IRON PIN SET**
- I.P.S. Iron Pin Set
 - M.P. Marking Nail
 - N/O.F. New or Formerly
 - Q.C.S. Quiet Control Structure
 - Q.T.P. Quiet Top Pipe
 - P.B. Plat Book
 - P.P. Pipe
 - P.F. Pin Not Found
 - P.N.S. Pin Not Set
 - P.O.C. Point of Beginning
 - P.O.C. Point of Commencement
 - P.P. Polybuty. Chloride Pipe
 - P.L. Rain Sump
 - I.C.P. Individual Concrete Pipe
 - N.M. Night of Way Monument
 - S.S.E. Sanitary Sewer Easement
 - S.S.W. Sanitary Sewer Workline
 - T. Transformer
 - T.T.B. Telephone Terminal Box
 - T.S.P. Traffic Signal Pole
 - T.S.P. Traffic Signal Pole Control Box
 - U.S.P. Utility Structure
 - W.F.P. Wood Fence
 - W.M. Water Meter
 - W.S. Wood Fence
 - W.W. Water Meter
 - W.S. Wood Fence
 - X.P. Crossmark Signal Pole

LINETYPES

- PROPERTY**
- Adjacent Property
 - Property Line
 - Center of Creek
- FENCE LINES**
- Chain Link Fence
 - Wood Fence
 - Iron Pin Found
 - Iron Pin Set
 - Wood Fence
 - Wood Fence
 - Tensioned Wire Fence
 - Storm Drainage Line
 - Sanitary Sewer
- EXISTING OVERHEAD**
- Overhead Wire
- EXISTING UNDERGROUND**
- Cable
 - Electric
 - Fiber Optic
 - Gas
 - Telecommunications
 - Water
 - Sewer
 - Storm Drainage Line
 - Sanitary Sewer
- SITE / TOPOGRAPHIC FEATURES**
- Guardrail



PEC 60
Planners & Engineers Collaborative

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORETS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 454-4741 WWW.PEC60.COM
P.O. BOX 3000004

REVISIONS

REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			

LAND LOT(S) 10
DISTRICT 7TH

CITY OF LAWRENCEVILLE
GWINNETT COUNTY
GEORGIA

ALTA/NSPS LAND TITLE SURVEY
FOR
MCKINLEY HOMES
AND
FIRST AMERICAN TITLE INSURANCE COMPANY

SHEET 1 OF 2

DRAWN BY: MS
CHECKED BY: JAH
FILE NO.: 21256.01
DATE: 6/9/2024
SCALE: 1" = 60'
DATE OF FIELD WORK: 5/31/24

0 30 60 120

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION SUPPLIED AND TO THE SURVEYOR'S BEST KNOWLEDGE AND APPROXIMATELY AS SHOWN. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
2. I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GWINNETT COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 1315500020E, PANEL 73 OF 155, EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND NO PORTION OF THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "A" (AREAS OF 100 YEAR FLOOD). THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD).
3. THE ORTHOMETRIC HEIGHTS (ELEVATIONS AND CONTOURS) SHOWN WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN MAY 2024. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.
4. THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
5. THE PROPERTY DESCRIBED HERE ON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN COMMENT NUMBER 24-0072A WITH AN EFFECTIVE DATE OF 04/16/2024 OR SAID 00 PM AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
6. NO ZONING INFORMATION PROVIDED FOR BUILDING SETBACKS.
7. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF GEORGIA.
8. THE PROPERTY HAS DIRECT ACCESS TO HILLCREST GREEN DRIVE, A DEDICATED PUBLIC STREET OR HIGHWAY.
9. THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
10. THIS DATA SET WAS TESTED TO MEET ASPRS POSITIONAL ACCURACY STANDARDS FOR DIGITAL GEOSPATIAL DATA (2014) FOR A _____ (CM) RMSEZ VERTICAL ACCURACY CLASS. ACTUAL NVA ACCURACY WAS FOUND TO BE RMSEZ = _____ CM, EQUATING TO +/- _____ CM AT 95% CONFIDENCE LEVEL. ACTUAL NVA ACCURACY WAS FOUND TO BE +/- _____ CM AT THE 95th PERCENTILE.
11. SURVEYOR SUGGESTS FOR CLIENT TO CONTACT COLONIAL PIPELINE COMPANY TO VERIFY EXACT LIMITS OF GAS LINE EASEMENT.

REFERENCES

1. DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, RIGHT OF WAY OF PROPOSED SR 20 INTERCHANGE, (LSJN-004-00708), GWINNETT COUNTY, FEDERAL AID PROJECT, PLANS PREPARED BY FBS&A, PLANS COMPLETED DATE 10/11/07, LAST REVISED 01/18/11.

LEGAL DESCRIPTION - TITLE (TRACT 2)

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia, being Lots 10 and 11, Block B of Herndon Heights Subdivision as shown on plat of Northern Heights Subdivision as same is recorded in Plat Book 14, page 163, Gwinnett County, Georgia Records. The description of said property as contained on said plat is hereby incorporated herein and made an essential part of hereof by reference. Said property having the address of 209 Dogwood Lane according to the present system of numbering houses in the City of Lawrenceville, Gwinnett County, Georgia.

ALTA/NSPS LAND TITLE SURVEY - TABLE "A" ITEMS

1. MONUMENTS PLACED OR FOUND AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, AND SHOWN HEREON.
2. ADDRESS(ES) OF THE SURVEYED PROPERTY: HILLCREST GREEN DRIVE, LAWRENCEVILLE, GA 30092
3. FLOOD ZONE INFORMATION IS INCLUDED IN GENERAL NOTES, NOTE 2.
4. GROSS LAND AREA OF SUBJECT PROPERTY IS 17,470 ACRES.
- 6(A). IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT, OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.
- 6(B). IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT, OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THESE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
10. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT AS FOLLOWS:
11. OBSERVED EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY LOCATED AND SHOWN HEREON. NO ADDITIONAL LOCATE OR INVESTIGATION OF UTILITIES REQUESTED BY THE CLIENT.
13. ADJACENT OWNER INFORMATION IS SHOWN HEREON AS REQUIRED BY GEORGIA STANDARDS.
14. DISTANCE FROM PROPERTY TO INTERSECTION OF THE (NEAREST STREET) IS SHOWN HEREON.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR. IF SUCH INFORMATION IS MADE AVAILABLE, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

LEGAL DESCRIPTION - OVERALL TRACT (SURVEY)

All that TRACT OR PARCEL OF LAND lying and being in Land Lot 10, of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING COMMENCE at a found 1/2 inch rebar, said rebar having coordinates of North 1,445,296.0 and East: 2,345,220.7, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located at the intersection of the southeasterly right of way line of S.R. 316 (a.k.a. U.S. Hwy 20) (variable public right of way (limited access) and common land lot line between Land Lots 9 and 10; thence along said southeasterly right of way line of S.R. 316 and common land lot line between Land Lots 9 and 10 South 30 degrees 49 minutes 14 seconds East a distance of 49.37 feet to a found right of way monument, said monument being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence leaving said common land lot line and proceed along said southeasterly right of way of S.R. 316 the following courses and distances: North 49 degrees 44 minutes 30 seconds East a distance of 759.70 feet to a found right of way monument; North 41 degrees 24 minutes 48 seconds East a distance of 207.49 feet to a found right of way monument; along a curve turning to the right with an arc length of 781.77 feet, having a radius of 1272.54 feet, being subtended by a chord bearing of North 62 degrees 40 minutes 58 seconds East and a chord length of 775.12 feet to a found concrete monument; thence leaving said southeasterly right of way and proceed South 30 degrees 12 minutes 16 seconds East a distance of 453.72 feet to a found iron pin with cap; thence South 61 degrees 23 minutes 08 seconds West a distance of 163.73 feet to a found iron pin with cap on the northeasterly right of way of Hillcrest Green Drive (60 foot public right of way); thence along said northeasterly right of way the following courses and distances: North 42 degrees 31 minutes 30 seconds West a distance of 51.79 feet to a point; along a curve turning to the right with an arc length of 5.27 feet, having a radius of 110.0 feet, being subtended by a chord bearing of North 28 degrees 55 minutes 31 seconds West, and a chord length of 5.22 feet to a point; along a reverse curve turning to the left with an arc length of 295.24 feet, having a radius of 60.00 feet, being subtended by a chord bearing of South 23 degrees 50 minutes 07 seconds West, and a chord length of 75.07 feet to a point located on the southeasterly right of way of said Hillcrest Green Drive; thence along said southeasterly right of way the following courses and distances: with a reverse curve turning to the right with an arc length of 14.27 feet, having a radius of 11.00 feet, being subtended by a chord bearing of South 79 degrees 49 minutes 08 seconds East, and a chord length of 13.29 feet to a point; South 34 degrees 01 minutes 44 seconds East a distance of 5.72 feet to a found iron pin with cap; thence leaving said southeasterly right of way and proceed South 60 degrees 24 minutes 30 seconds West a distance of 556.13 feet to a found angle iron; thence South 60 degrees 12 minutes 03 seconds West a distance of 534.10 feet to a found 1 1/2 inch open top pipe; thence South 60 degrees 22 minutes 15 seconds East a distance of 200.64 feet to a point; thence South 60 degrees 07 minutes 20 seconds West a distance of 198.56 feet to a found 1 3/4 inch open top pipe located on said common land lot line between Land Lots 9 and 10; thence along said common land lot line North 31 degrees 01 minutes 45 seconds West a distance of 280.18 feet to a found right of way monument, said monument being the TRUE POINT OF BEGINNING.

Tract or parcel contains 760,998 square feet or 17,470 acres.

TITLE EXCEPTIONS - TRACT 2

- First American Title Insurance Company Commitment number 24-0072A with an effective date of 04/16/2024 at 5:00 PM was used in the preparation of this survey and the listed exceptions are as follows:
8. All matters as shown on that certain ALTA/NSPS Survey for McKinley Homes U.S. LLC and First American Title Insurance Company prepared by Georgia RLS # _____ dated _____
 9. All matters shown on recorded plat filed in Plat Book H, page 183, Gwinnett County, Georgia records. Comment: Affects subject property, as shown on survey.

LEGAL DESCRIPTION - TRACT 1 (SURVEY)

All that TRACT OR PARCEL OF LAND lying and being in Land Lot 10, of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING COMMENCE at a found 1/2 inch rebar, said rebar having coordinates of North 1,445,296.0 and East: 2,345,220.7, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located at the intersection of the southeasterly right of way line of S.R. 316 (a.k.a. U.S. Hwy 20) (variable public right of way (limited access) and common land lot line between Land Lots 9 and 10; thence along said southeasterly right of way line of S.R. 316 and common land lot line between Land Lots 9 and 10 South 30 degrees 49 minutes 14 seconds East a distance of 49.37 feet to a found right of way monument, said monument being the TRUE POINT OF BEGINNING;

With the TRUE POINT OF BEGINNING thus established thence leaving said common land lot line and proceed along said southeasterly right of way of S.R. 316 the following courses and distances: North 49 degrees 44 minutes 30 seconds East a distance of 759.70 feet to a found right of way monument; North 41 degrees 24 minutes 48 seconds East a distance of 207.49 feet to a found right of way monument; along a curve turning to the right with an arc length of 781.77 feet, having a radius of 1272.54 feet, being subtended by a chord bearing of North 62 degrees 40 minutes 58 seconds East and a chord length of 775.12 feet to a found concrete monument; thence leaving said southeasterly right of way and proceed South 30 degrees 12 minutes 16 seconds East a distance of 453.72 feet to a found iron pin with cap; thence South 61 degrees 23 minutes 08 seconds West a distance of 163.73 feet to a found iron pin with cap on the northeasterly right of way of Hillcrest Green Drive (60 foot public right of way); thence along said northeasterly right of way the following courses and distances: North 42 degrees 31 minutes 30 seconds West a distance of 51.79 feet to a point; along a curve turning to the right with an arc length of 5.27 feet, having a radius of 110.0 feet, being subtended by a chord bearing of North 28 degrees 55 minutes 31 seconds West, and a chord length of 5.22 feet to a point; along a reverse curve turning to the left with an arc length of 295.24 feet, having a radius of 60.00 feet, being subtended by a chord bearing of South 23 degrees 50 minutes 07 seconds West, and a chord length of 75.07 feet to a point located on the southeasterly right of way of said Hillcrest Green Drive; thence along said southeasterly right of way the following courses and distances: with a reverse curve turning to the right with an arc length of 14.27 feet, having a radius of 11.00 feet, being subtended by a chord bearing of South 79 degrees 49 minutes 08 seconds East, and a chord length of 13.29 feet to a point; South 34 degrees 01 minutes 44 seconds East a distance of 5.72 feet to a found iron pin with cap; thence leaving said southeasterly right of way and proceed South 60 degrees 24 minutes 30 seconds West a distance of 556.13 feet to a found angle iron; thence South 60 degrees 12 minutes 03 seconds West a distance of 534.10 feet to a found 1 1/2 inch open top pipe; thence South 60 degrees 22 minutes 15 seconds East a distance of 200.64 feet to a point; thence South 60 degrees 07 minutes 20 seconds West a distance of 198.56 feet to a found 1 3/4 inch open top pipe located on said common land lot line between Land Lots 9 and 10; thence along said common land lot line North 31 degrees 01 minutes 45 seconds West a distance of 280.18 feet to a found right of way monument, said monument being the TRUE POINT OF BEGINNING.

Tract or parcel contains 722,765 square feet or 16,592 acres.

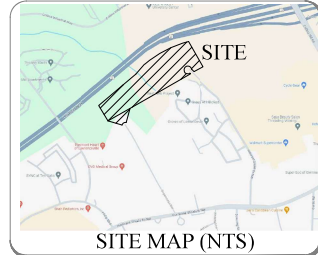
LEGAL DESCRIPTION - TRACT 2 (SURVEY)

All that TRACT OR PARCEL OF LAND lying and being in Land Lot 10, of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING COMMENCE at a found 1/2 inch rebar, said rebar having coordinates of North 1,445,296.0 and East: 2,345,220.7, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located at the intersection of the southeasterly right of way line of S.R. 316 (a.k.a. U.S. Hwy 20) (variable public right of way (limited access) and common land lot line between Land Lots 9 and 10; thence along said southeasterly right of way line of S.R. 316 and common land lot line between Land Lots 9 and 10 South 30 degrees 49 minutes 14 seconds East a distance of 49.37 feet to a found right of way monument; thence leaving said southeasterly right of way of S.R. 316 said continue along said common land lot line South 31 degrees 01 minutes 45 seconds East a distance of 280.18 feet to a found 1 3/4 inch open top pipe, said pipe being the TRUE POINT OF BEGINNING.

With the TRUE POINT OF BEGINNING thus established thence leaving said common land lot line and proceed North 60 degrees 07 minutes 20 seconds East a distance of 198.56 feet to a point; thence North 60 degrees 22 minutes 15 seconds East a distance of 200.64 feet to a found 1 1/2 inch open top pipe; thence South 15 degrees 21 minutes 38 seconds West a distance of 230.27 feet to a point on the northerly right of way of Dogwood Lane (60 foot public right of way); thence along said right of way turning to the left with a curve turning to the left with an arc length of 83.79 feet, having a radius of 60.00 feet, being subtended by a chord bearing of South 59 degrees 45 minutes 15 seconds West, and a chord length of 77.14 feet to a point; thence leaving said right of way North 73 degrees 50 minutes 39 seconds West a distance of 228.43 feet to a found 1 3/4 inch open top pipe, said pipe being the TRUE POINT OF BEGINNING.

Tract or parcel contains 38,234 square feet or 0.878 acres.



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350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 453-1100
P.O. BOX 3000004

REVISIONS			
REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			

LAND LOT(S) 10
DISTRICT 7TH

ALTA/NSPS LAND TITLE SURVEY
FOR
MCKINLEY HOMES
AND
FIRST AMERICAN TITLE INSURANCE COMPANY
CITY OF LAWRENCEVILLE

To McKinley Homes and First American Title Insurance Company:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-4, 6, 8, 10, 13, and 16 of Table A thereof. The field work was completed on: 5/31/2024.
Date of Map or Plat: 6/5/2024
Surveyor's Signature
Printed name

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED USING A TOPCON TOTAL STATION "E5103", "E5103", GEOMAX 2000 ROBUST STATION, A GEOMAX ZENITHROD SERIES DATA COLLECTOR, GPS2 201L GNSS RECEIVER WITH A SITE-LOCALIZED RTK NETWORK, AND HAS A RELATIVE POSITIONAL ACCURACY OF 0.1 FEET.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 594,403 FEET.

SHEET 2 OF 2
DRAWN BY: MS
CHECKED BY: AH
FILE NO.: 21256.01
DATE: 6/5/2024
SCALE: 1" = 60'
DATE OF FIELD WORK: 5/31/24

P: (770) 451-2424 F: (770) 451-1915
WWW.PEC+P.US



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FARMVILLE, GA 30052

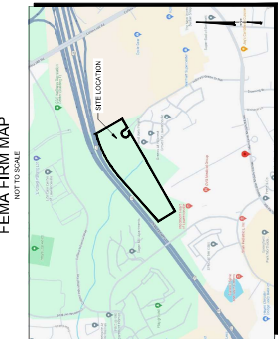
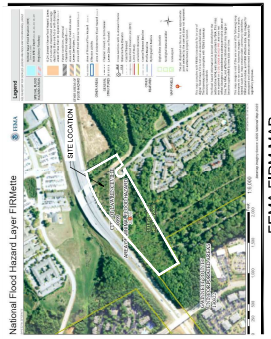
PROJECT
**HURRICANE SHOALS
RD @ BELMONT DR.**
A MASTER PLANNED RESIDENTIAL
DEVELOPMENT
AT
492 HURRICANE SHOALS RD.,
155 BELMONT DR.
LAWRENCEVILLE, GA 30056
CITY OF LAWRENCEVILLE
JURISDICTION
FOR
McKINLEY HOMES

MUNICIPALITY PROJECT #
REVISIONS

NO.	DATE	BY	DESCRIPTION
1	08-28-2024	AS	ISSUED FOR PERMIT
2	08-28-2024	AS	REVISED SHEET NO. 26

THIS SCALE ONLY VALID IF CENTER-BEHEM
AND SHOWN WITH ORIGINAL SURVEYING

ZONING SITE PLAN
SCALE: 1" = 80'
DATE: 09/27/2024
PROJECT: 212566.01



SITE DATA

TOTAL SITE AREA	10.27 ACRES
TRACT 1 SITE AREA	16.569 ACRES
TRACT 2 SITE AREA	0.000 ACRES

EXISTING ZONING

65-150-50 S.W.M.	1.00 ACRES
65-150-50 S.W.M.	1.00 ACRES
ZONING DISTRICT	CITY OF LAWRENCEVILLE

PROPOSED ZONING

FRONT SETBACK	50 FEET
REAR SETBACK	25 FEET
SCOURED BUFFER	40 FEET
MIN. LOT WIDTH	100 FEET
MIN. LOT DEPTH	100 FEET
MAX. LOT COVERAGE	60%
MAX. BUILDING HEIGHT	20 FEET
LANDSCAPED SETBACK	50 FEET ALONG EXTERIOR STREET FRONTAGE

PROPOSED DEVELOPMENT

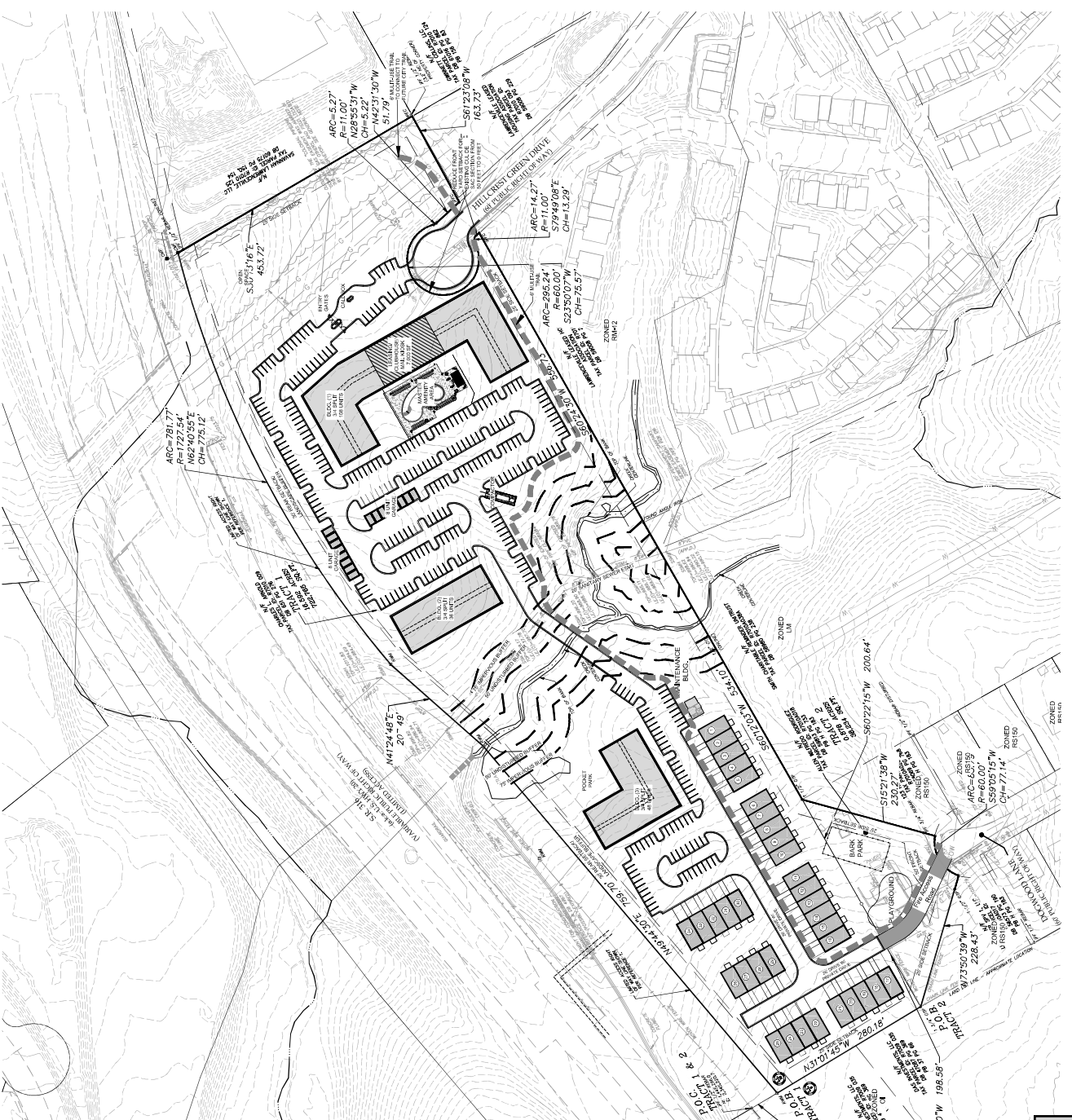
MULTI-FAMILY UNITS PROVIDED	30 UNITS
TOTAL RESIDENTIAL UNITS PROVIDED	227 UNITS
TOTAL B.E. DENSITY PROVIDED	12.91 S.F./A

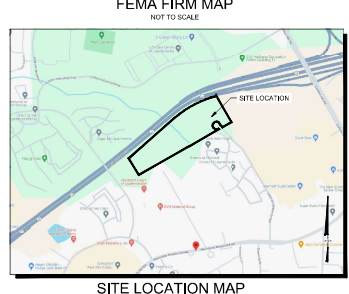
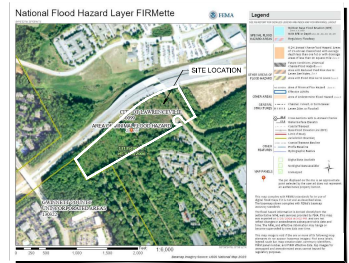
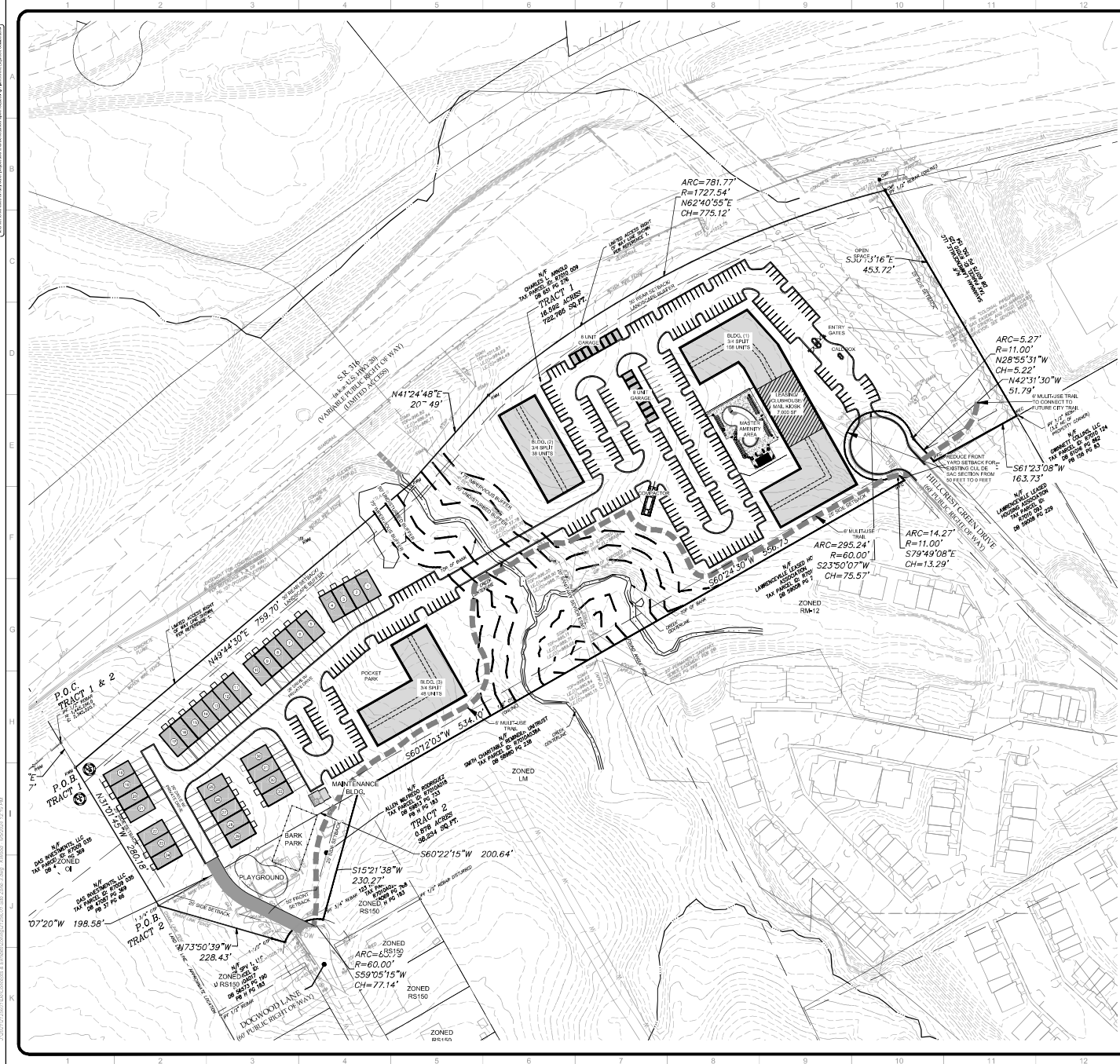
PROPOSED PARKING

MULTI-FAMILY PARKING REQUIRED	302 SPACES (1.0 SPACES/UNIT)
MULTI-FAMILY PARKING PROVIDED	302 SPACES (1.0 SPACES/UNIT)
TOWNHOME PARKING REQUIRED	70 SPACES (0.3 SPACES/UNIT)
TOWNHOME PARKING PROVIDED	48 SPACES (0.2 SPACES/UNIT)

VARIANCE REQUEST:
1. VARIANCE REQUEST FOR THE LANDSCAPED BUFFER ALONG HIGHWAY 5 IS FROM 50 FEET TO 40 FEET.
2. VARIANCE REQUEST FOR THE REAR SETBACK AT THE CORNER LOCATED AT THE CORNER OF THE LOT ENTERS THE PROPERTY BE REDUCED FROM 50 FEET TO 25 FEET.

24 HOUR CONTACT:
HENRY MASSIE
henry@pecplus.com
919.346.5555





SITE DATA	
TOTAL SITE AREA	17.47 ACRES
TRACT 1 SITE AREA	16.862 ACRES
TRACT 2 SITE AREA	0.616 ACRES
ZONING	
EXISTING ZONING	RS-150, BCL & LM
PROPOSED ZONING	RM-48 (MULTIFAMILY RESIDENTIAL)
ZONING JURISDICTION	CITY OF LAWRENCEVILLE
SETBACKS/REQUIREMENTS	
FRONT SETBACK	50 FEET
SIDE SETBACK	25 FEET
REAR SETBACK	40 FEET
REQUIRED BUFFERS	50 FEET AGAINST ALL OBSTACLES
PERMITTED STANDARDS	
MIN LOT AREA	15 ACRES
MIN LOT WIDTH	100 FEET
MAX LOT COVERAGE	60%
MAX BUILDING HEIGHT	70 FEET
LANDSCAPED SETBACK	50 FEET ALONG EXTERIOR STREET FRONTAGE
MULTIFAMILY UNITS PROVIDED	194 UNITS
22 FRONT LOADED TOWNHOMES PROVIDED	33 UNITS
TOTAL RESIDENTIAL UNITS PROVIDED	227 UNITS
TOTAL SITE DENSITY PROVIDED	12.99 DUA
OPEN SPACE/COMMON AREAS	
OPEN SPACES PROVIDED	2.63 ACRES (15% OF NET SITE AREA)
OPEN SPACE PROVIDED	4.38 ACRES (27.2% OF NET SITE AREA)
PARKING REQUIREMENTS	
MULTIFAMILY PARKING REQUIRED	291 SPACES (1.5 SPACE/SI DWELLING UNIT)
MULTIFAMILY PARKING PROVIDED	317 SPACES (1.62 SPACES/DWELLING UNIT)
TOWNHOME PARKING REQUIRED	66 SPACES (2 SP/ DWELLING UNIT)
TOWNHOME PARKING PROVIDED	132 SPACES (4.0 SP/ DWELLING UNIT)

VARIANCE REQUEST:

- VARIANCE REQUEST FOR THE LANDSCAPE BUFFER ALONG HIGHWAY 316 FROM 50 FEET DOWN TO 0 FEET.
- VARIANCE REQUEST FOR THE FRONT SETBACK AT HILL CREST LOCATED AT THE CUL DE SAC THAT ENTERS THE PROPERTY BE REDUCED FROM 50 FEET TO 0 FEET.

24 HOUR CONTACT:
HENRY MASSIE

P: (770) 451-2741 F: (770) 451-3915
www.pec-plus.com

Planners & Engineers Collaborative+

LAND PLANNING • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING
ARCHITECTS • SURVEYING & CONSTRUCTION • WATER RESOURCES

350 RESEARCH COURT, STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

**HURRICANE SHOALS
RD @ BELMONT DR.**

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT
492 HURRICANE SHOALS RD.,
115 BELMONT DR.,
LAWRENCEVILLE GA, 30056

CITY OF LAWRENCEVILLE
JURISDICTION

FOR
MCKINLEY HOMES

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	06-25-2024	kw	Lower Density Site

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # 000059388 EXP. 10/28/2024

ZONING SITE PLAN

SCALE: 1" = 80'

DATE: 03/27/2024

PROJECT: 21256.01



Planners & Engineers
Collaborative+

HILLCREST GREEN DRIVE

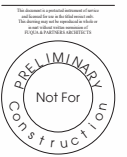
CITY OF LAWRENCEVILLE, GA

SITE RENDERING



PROJECT NO:	FPK 401523
DRAWN:	Author
CHECKED:	Checker
ISSUE:	8/15 Design
DATE:	8/25/2023

REVISIONS

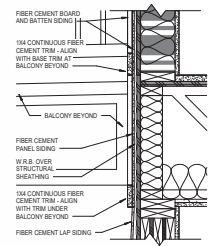


SHEET
APT

GENERAL NOTE:
AT INSIDE CORNERS, LOCATE DOWNPOUTS
RIGHT TO BUILDING CORNER. AT FIELD
LOCATIONS, CENTER DOWNPOUTS BETWEEN
WINDOWS.

EXTERIOR MATERIAL LEGEND

- FIBER CEMENT BOARD AND BATTEN SIDING EQUAL TO JAMES HARDIE. PAINT COLOR TO BE SELECTED BY ARCHITECT FOR HORIZONTAL. BATTEN HEIGHTS, SEE 2 / APT A2.2
- FIBER CEMENT LAP SIDING EQUAL TO JAMES HARDIE. SMOOTH TEXTURE. PAINT COLOR TO BE SELECTED BY ARCHITECT
- FIBER CEMENT PANEL EQUAL TO JAMES HARDIE. SMOOTH TEXTURE. PAINT COLOR TO BE SELECTED BY ARCHITECT
- STAINED WOOD FRAMING / TRIM COMPONENTS
- EXHIBIT VENT CAPS. SEE MECHANICAL FOR SIZES. PAINT TO MATCH ADJACENT SIDING. PROVIDE SINGLE 1x FIBER CEMENT TRIM BACKER BLOCK CENTERED ON VENT CAP. SEE ADJACENT DIAGRAM
- 1x TRIM BLOCK
- VENT CAP



2 SIDING TRANSITION AT 3RD FLOOR
APT A2.1 1/2" = 1'-0"



A LONG ELEVATION - BUILDING A
APT A2.1 1/8" = 1'-0"



B LONG ELEVATION - BUILDING B
APT A2.1 1/8" = 1'-0"



C BUILDING C - EXTERIOR ELEVATION - SOUTH
APT A2.1 1/8" = 1'-0"

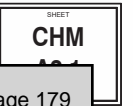


1 LONG ELEVATION - BUILDING C JULIET BALCONY FACE
APT A2.1 1/8" = 1'-0"

RZM2024-00016
RECEIVED: JUNE 24, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

PROJECT NO:	PPA #01523
DRAWN:	Author
CHECKED:	Checker
ISSUE:	80% Design
DATE:	8/25/2024

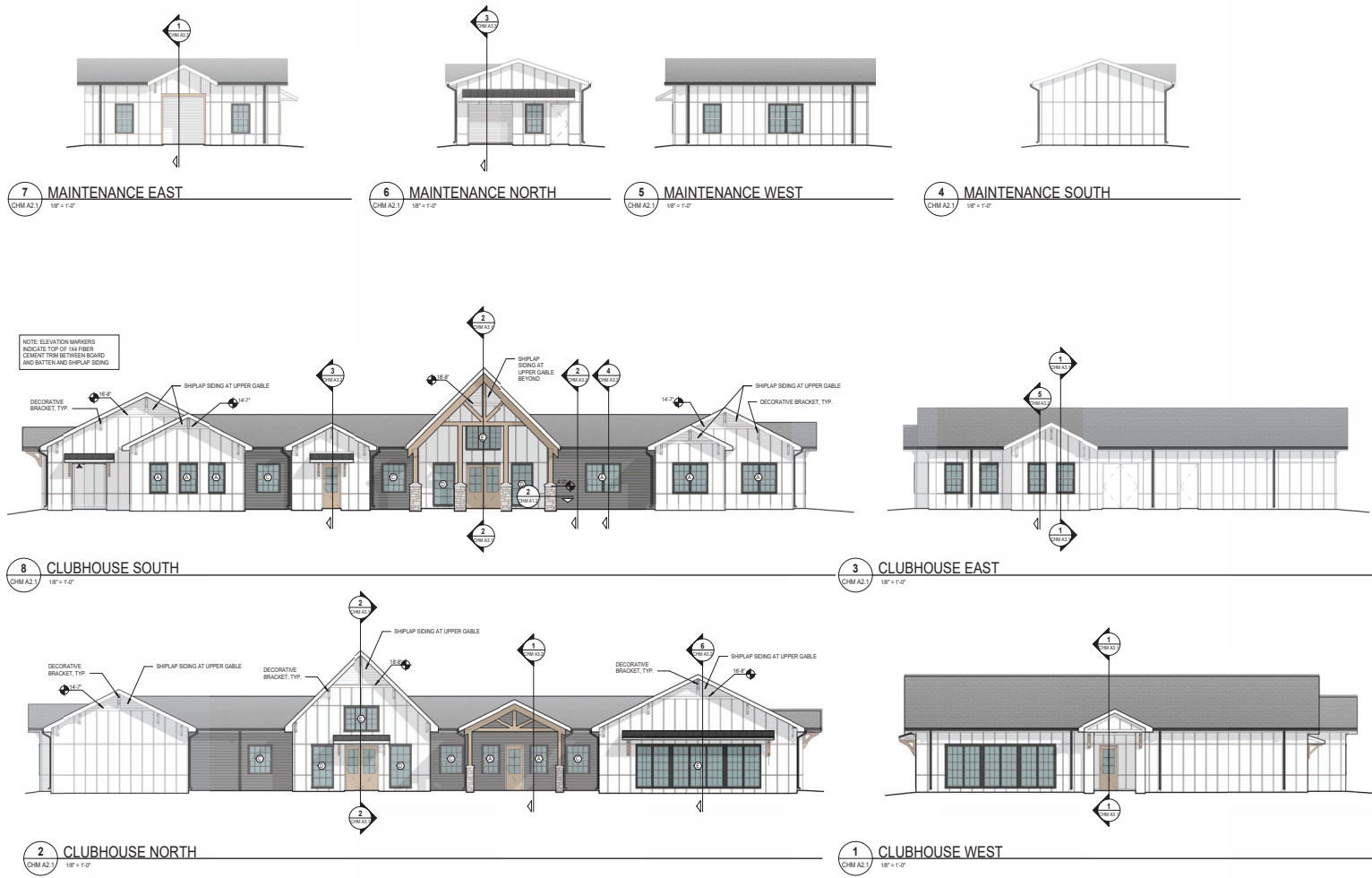
REVISIONS



GENERAL NOTE:
AT ROOF CORNERS, LOCATE DOWNPONTS
TIGHT TO BUILDING CORNER AT FIELD
LOCATIONS, CENTER DOWNPONTS BETWEEN
WINDOWS.

EXTERIOR MATERIAL LEGEND

- FIBER CEMENT BOARD AND BATTEN
SIDING EQUAL TO JAMES HARDIE
PAINT COLOR TO BE SELECTED BY
ARCHITECT. FOR HORIZONTAL
BATTEN HEIGHTS, SEE 2 / APT A2.2
- FIBER CEMENT LAP SIDING EQUAL TO
JAMES HARDIE SMOOTH TEXTURE WITH F
EXPOSURE PAINT COLOR TO BE
SELECTED BY ARCHITECT.
- FIBER CEMENT PANEL EQUAL TO JAMES
HARDIE SMOOTH TEXTURE PAINT COLOR
TO BE SELECTED BY ARCHITECT.
- STAINED WOOD FRAMING / TRIM
COMPONENTS
- EXHAUST VENT CAPS -
SEE MECHANICAL FOR
SIZES. PAINT TO MATCH
ADJACENT SIDING.
PROVIDE SINGLE 1X
FIBER CEMENT TRIM
BACKER BLOCK
CENTERED ON VENT
CAP. SEE ADJACENT
DIMGRAM
- 1X TRIM BLOCK
- VENT CAP



RZM2024-00016
RECEIVED: JUNE 24, 2024
PLANNING AND DEVELOPMENT DEPARTMENT







RZM2024-00016_BLDG 1 ELEV FLR PLN_ 09092024

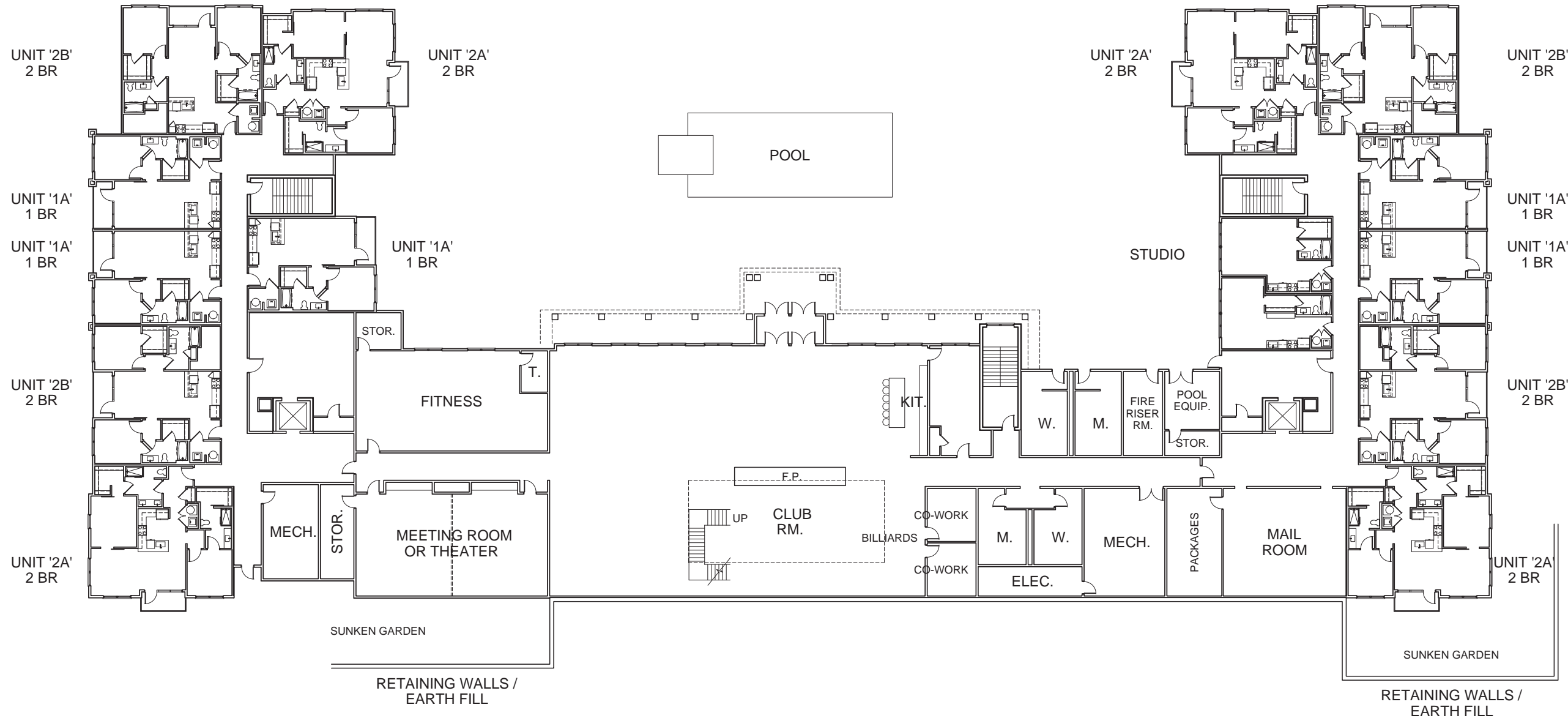


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HILLCREST • Lawrenceville Apartments

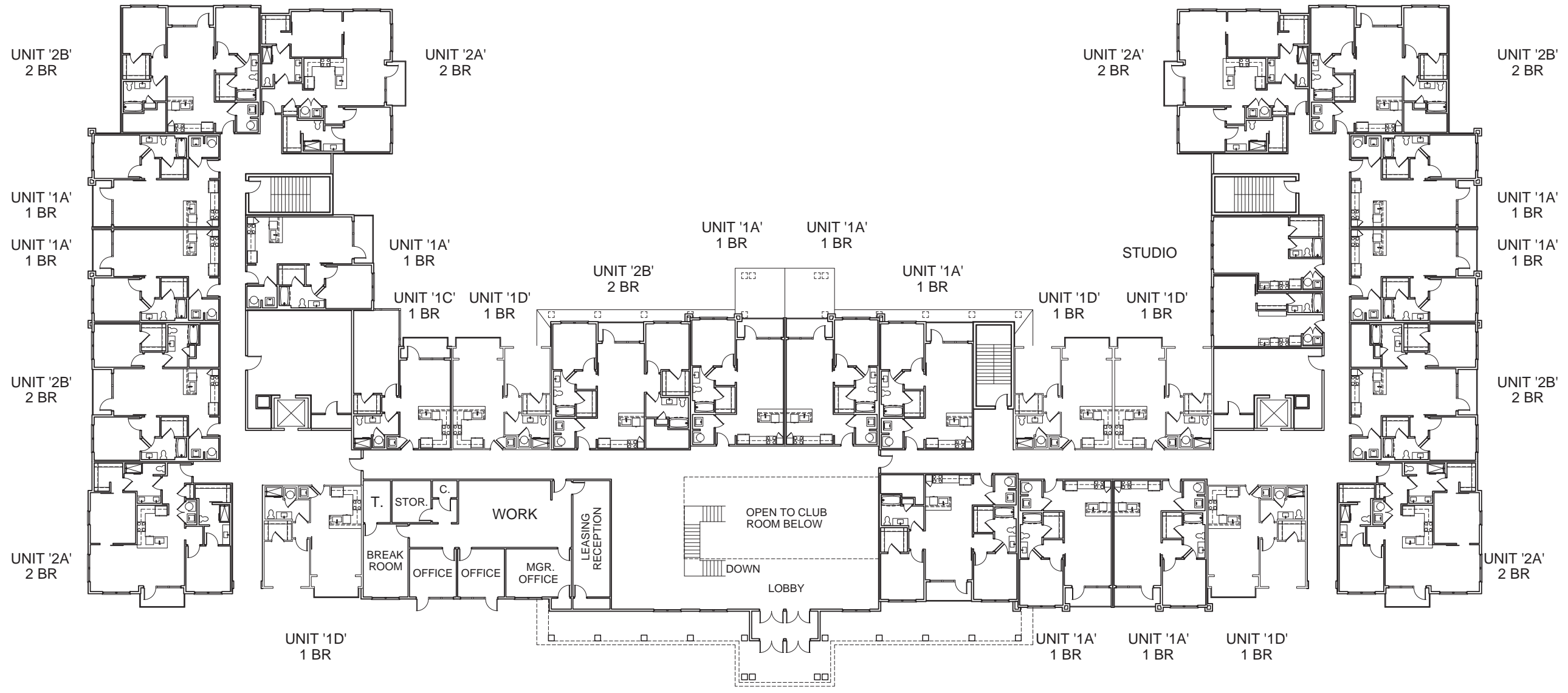
BUILDING 1 RENDERING

MCKINLEY HOMES



TERRACE LEVEL PLAN

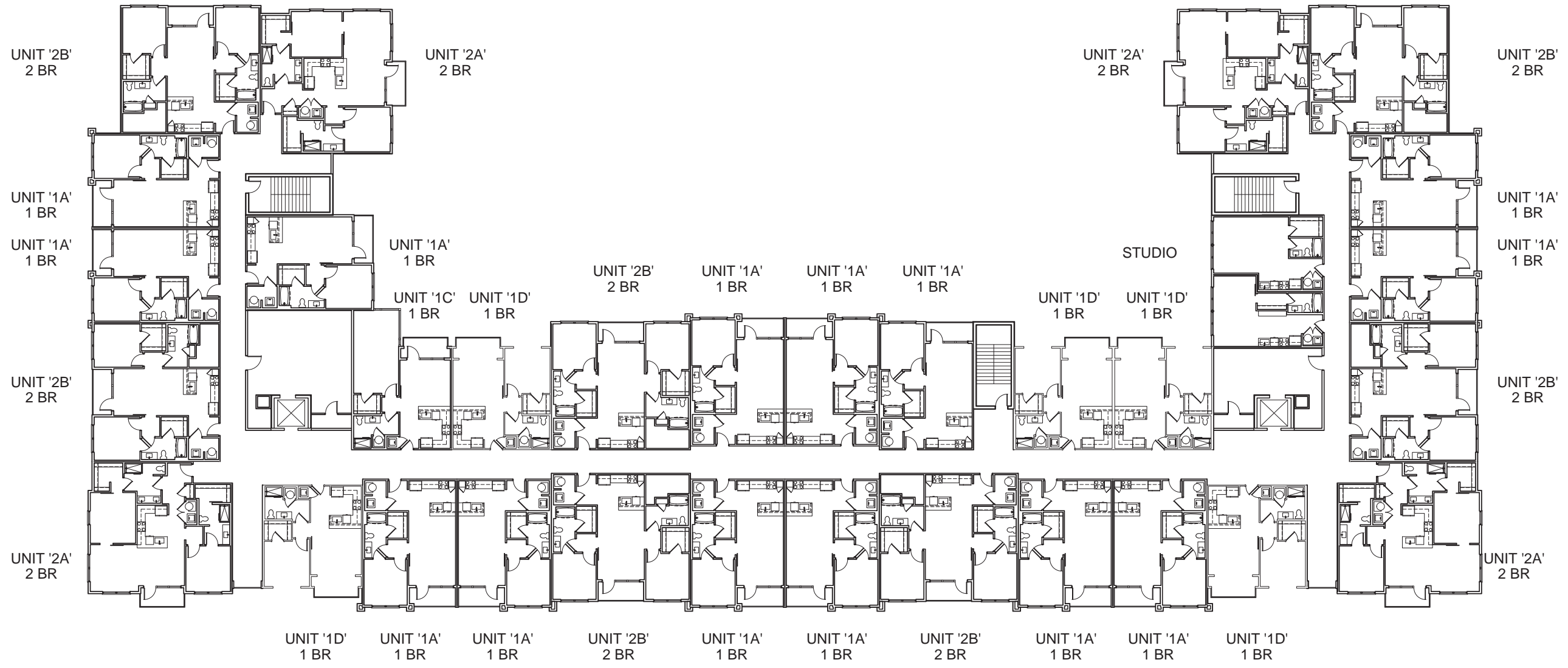
RZM2024-00016_BLDG 1 ELEV FLR PLN_09092024



FIRST LEVEL PLAN

RZM2024-00016_BLDG 1 ELEV FLR PLN_09092024





TYPICAL LEVEL PLAN

RZM2024-00016_BLDG 1 ELEV FLR PLN_09092024



RZM2024-00016_BLDG 2 ELEV FLR PLN_09092024

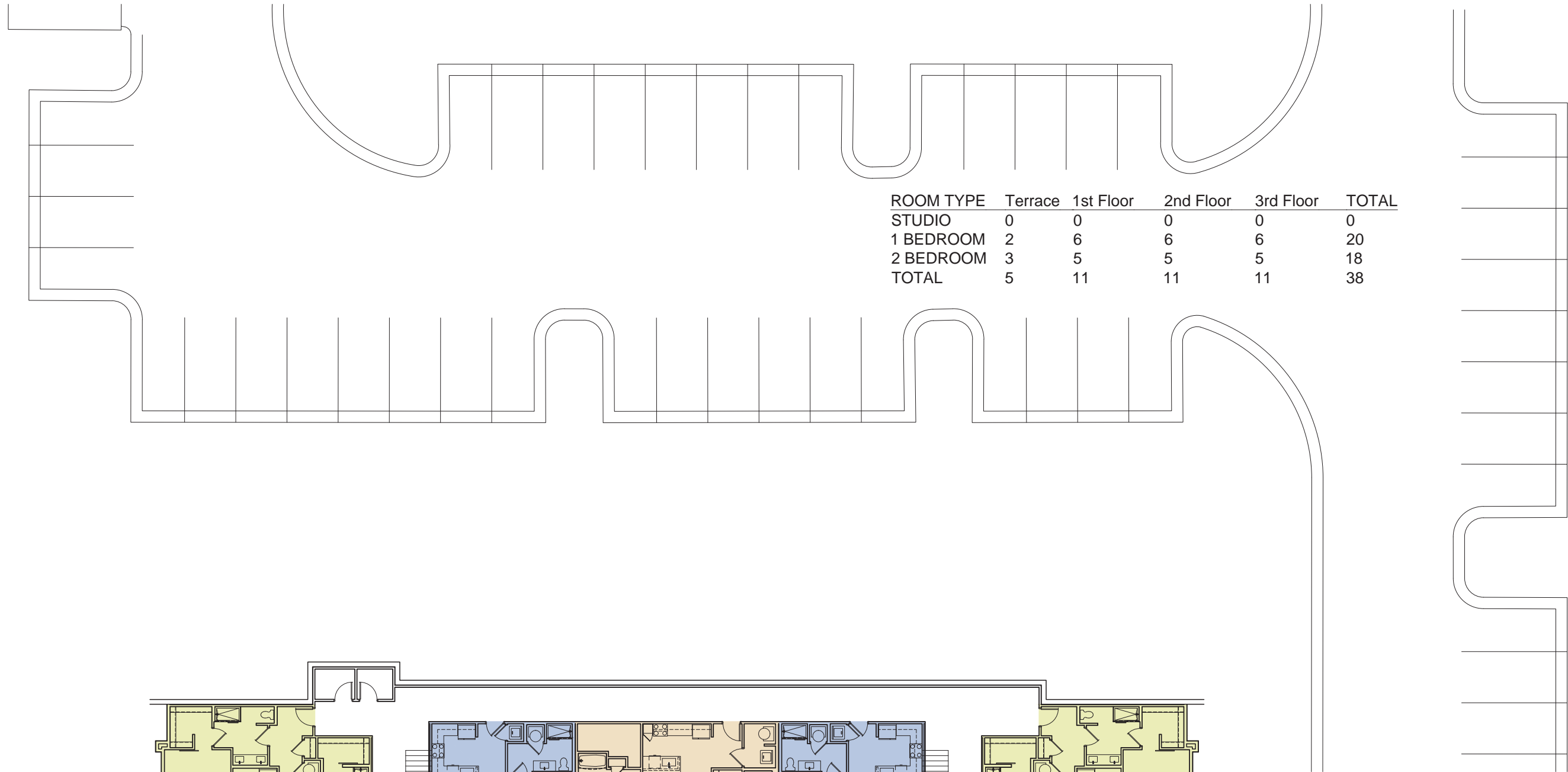


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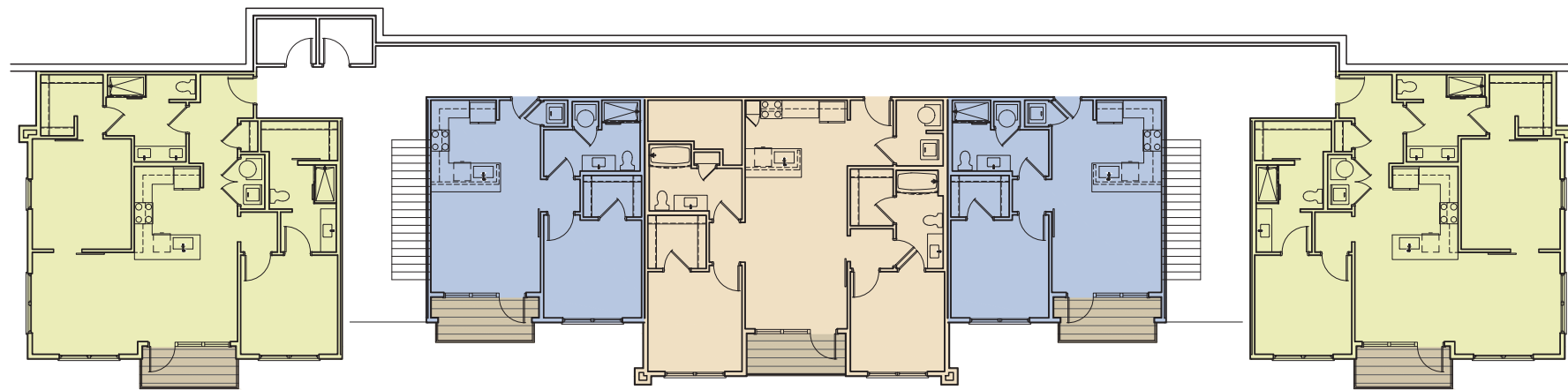
HILLCREST • Lawrenceville Apartments

BUILDING 2 RENDERING

MCKINLEY HOMES



ROOM TYPE	Terrace	1st Floor	2nd Floor	3rd Floor	TOTAL
STUDIO	0	0	0	0	0
1 BEDROOM	2	6	6	6	20
2 BEDROOM	3	5	5	5	18
TOTAL	5	11	11	11	38



UNIT '2A'
2 BR

UNIT '1D'
1 BR

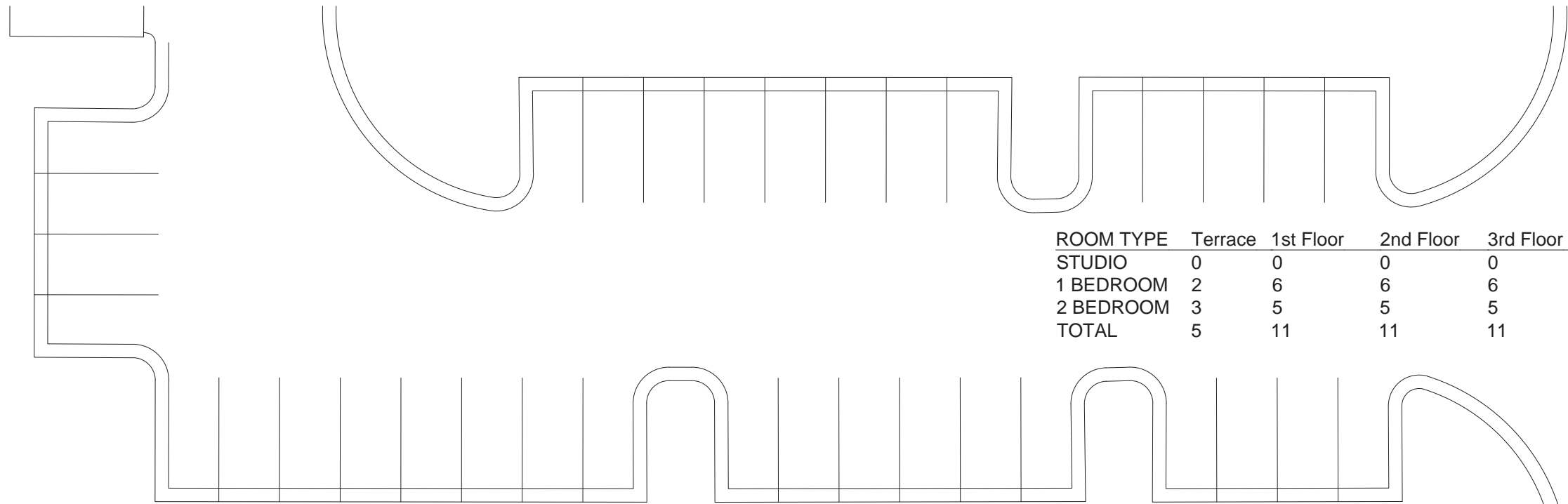
UNIT '2B'
2 BR

UNIT '1D'
1 BR

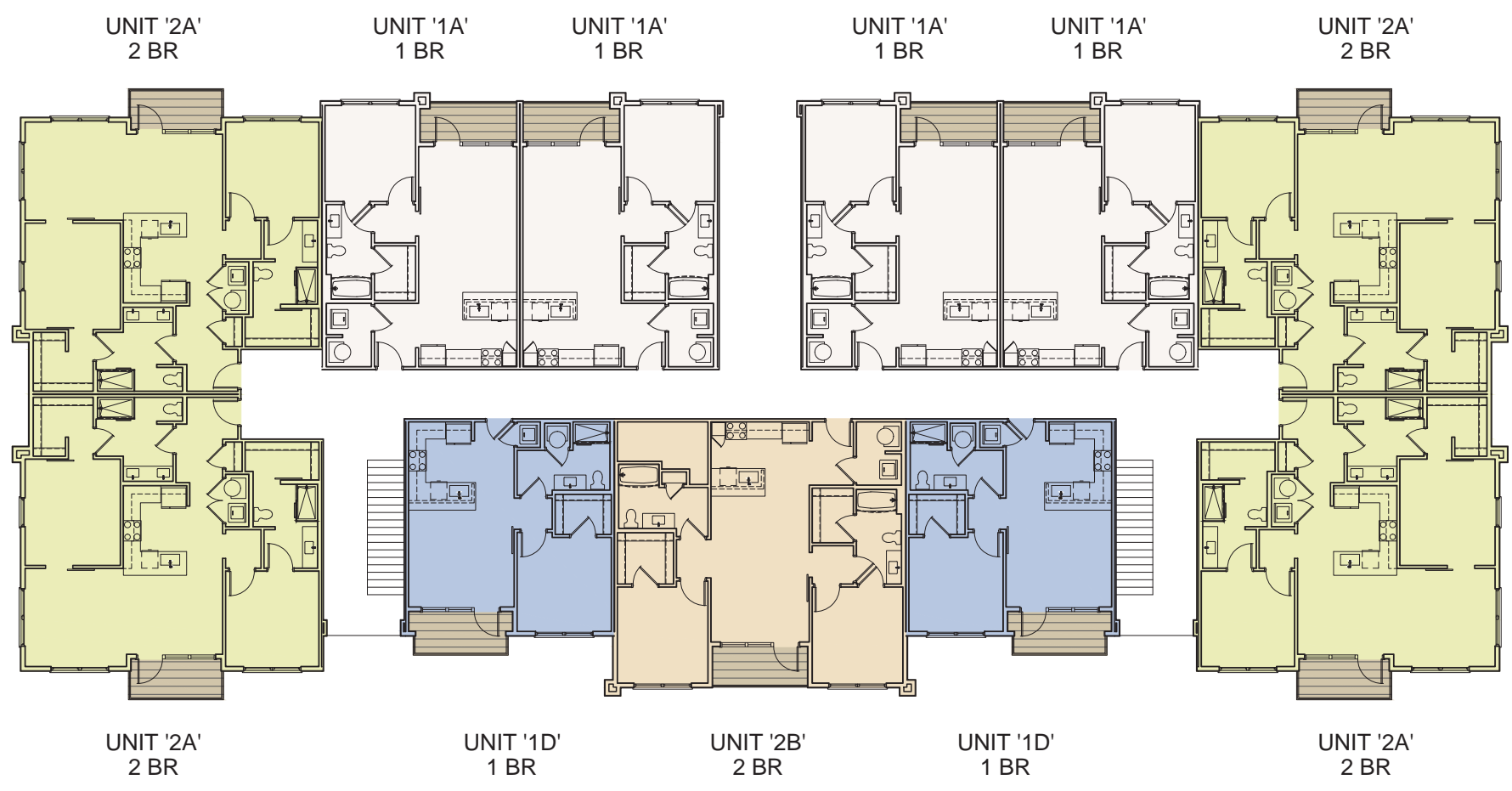
UNIT '2A'
2 BR

TERRACE LEVEL PLAN





ROOM TYPE	Terrace	1st Floor	2nd Floor	3rd Floor	TOTAL
STUDIO	0	0	0	0	0
1 BEDROOM	2	6	6	6	20
2 BEDROOM	3	5	5	5	18
TOTAL	5	11	11	11	38

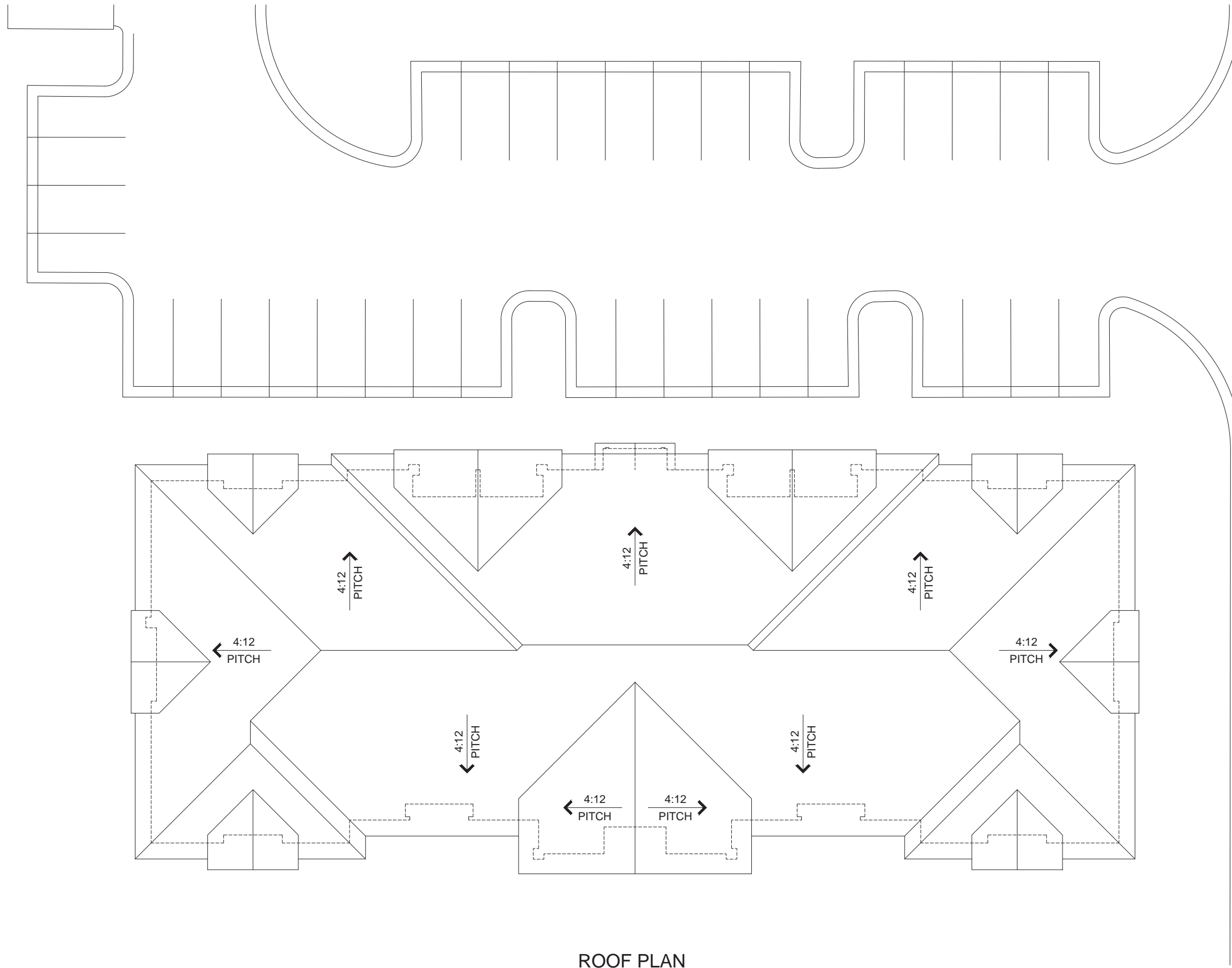


FLOOR PLAN (LEVELS 1-3)

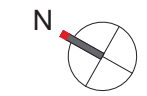
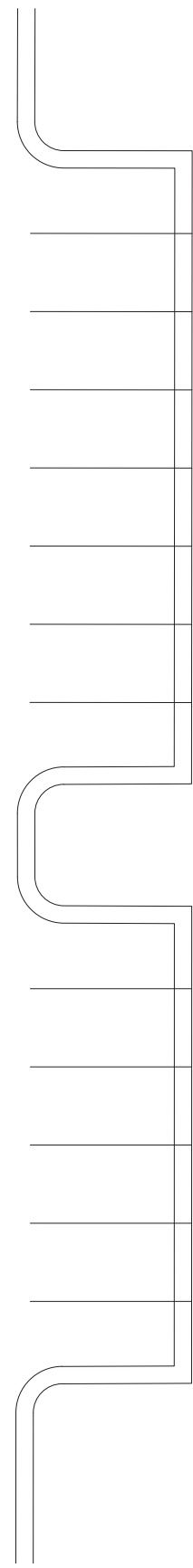


RZM2024-00016_BLDG 2 ELEV FLR PLN_09092024





ROOF PLAN



0' 10'



RZM2024-00016_BLDG 3 ELEV FLR PLN_09092024



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HILLCREST • Lawrenceville Apartments

BUILDING 3 RENDERING

MCKINLEY HOMES



FLOOR PLAN (LEVELS 1-3)

ROOM TYPE	FLOOR	TOTAL
STUDIO	0	0
1 BEDROOM	11	33
2 BEDROOM	5	15
TOTAL	16	48

RZM2024-00016_BLDG 3 ELEV FLR PLN_09092024

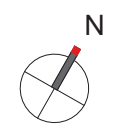


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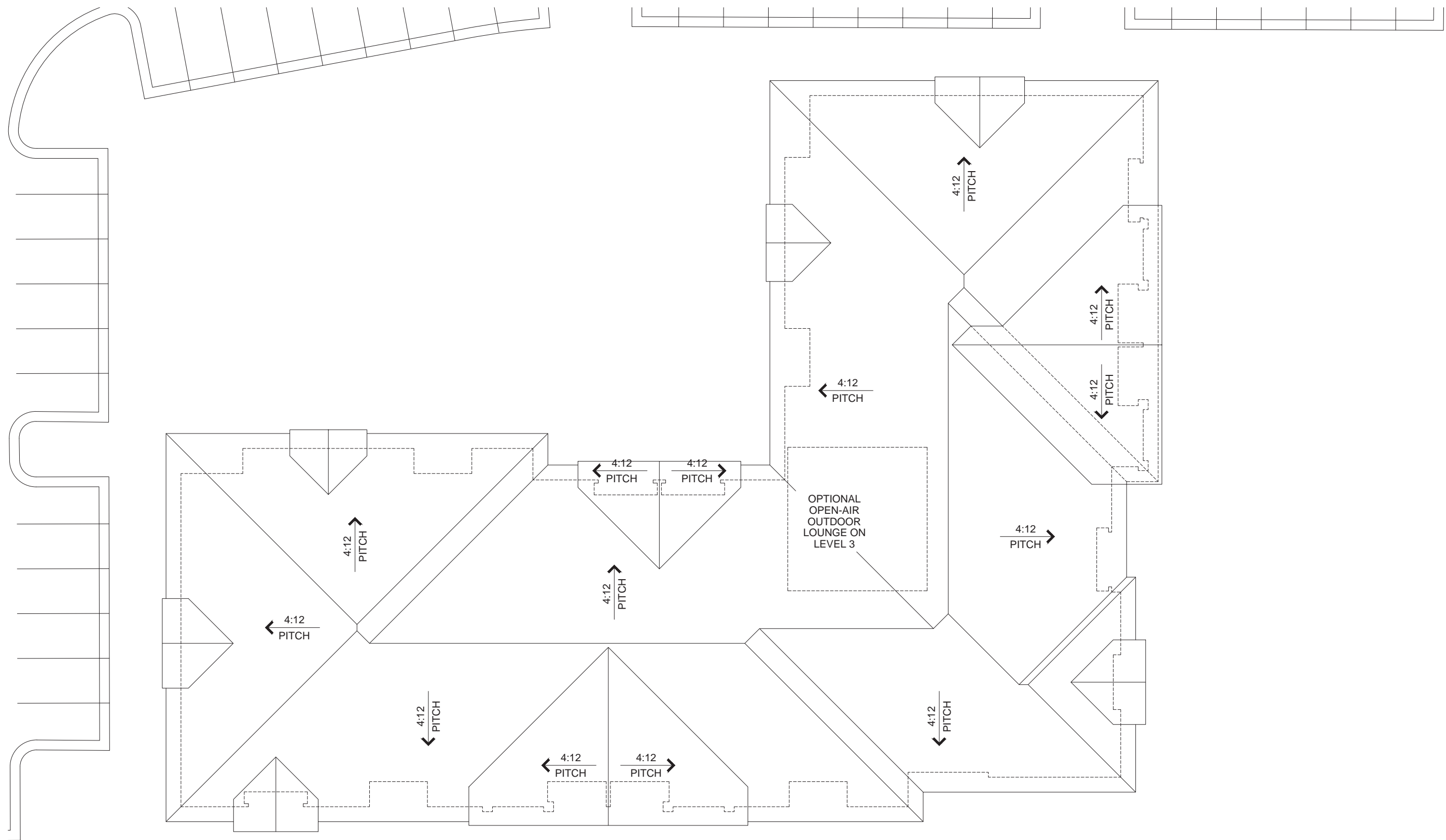
HILLCREST • Lawrenceville Apartments

BUILDING 3 CONCEPT PLAN

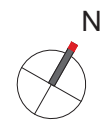
MCKINLEY HOMES



09 SEPT 2024



ROOF PLAN





M2024-00016_BLD ELEV TH_09102024



M2024-00016_BLD ELEV TH_09102024



M2024-00016_BLD ELEV TH_09102024



X:\2024-00016_BLD ELEV TH_09I02024



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



LAWRENCEVILLE

GEORGIA

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

File # RZM2024-00016

Applicant: Bill Diehl

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



0 125 250




LAWRENCEVILLE

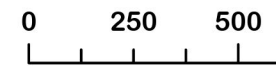
GEORGIA

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

File # RZM2024-00016

Applicant: Bill Diehl

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















LAWRENCEVILLE

GEORGIA

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

File # RZM2024-00016

Applicant: Bill Diehl

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  HSB Highway Service Business
 -  LM Light Manufacturing
 -  OI Office/Institutional
 -  CMU Community Mixed Use
 -  RM-12 Multifamily Residential
 -  RS-150 Single-Family Residential



0 125 250







LAWRENCEVILLE

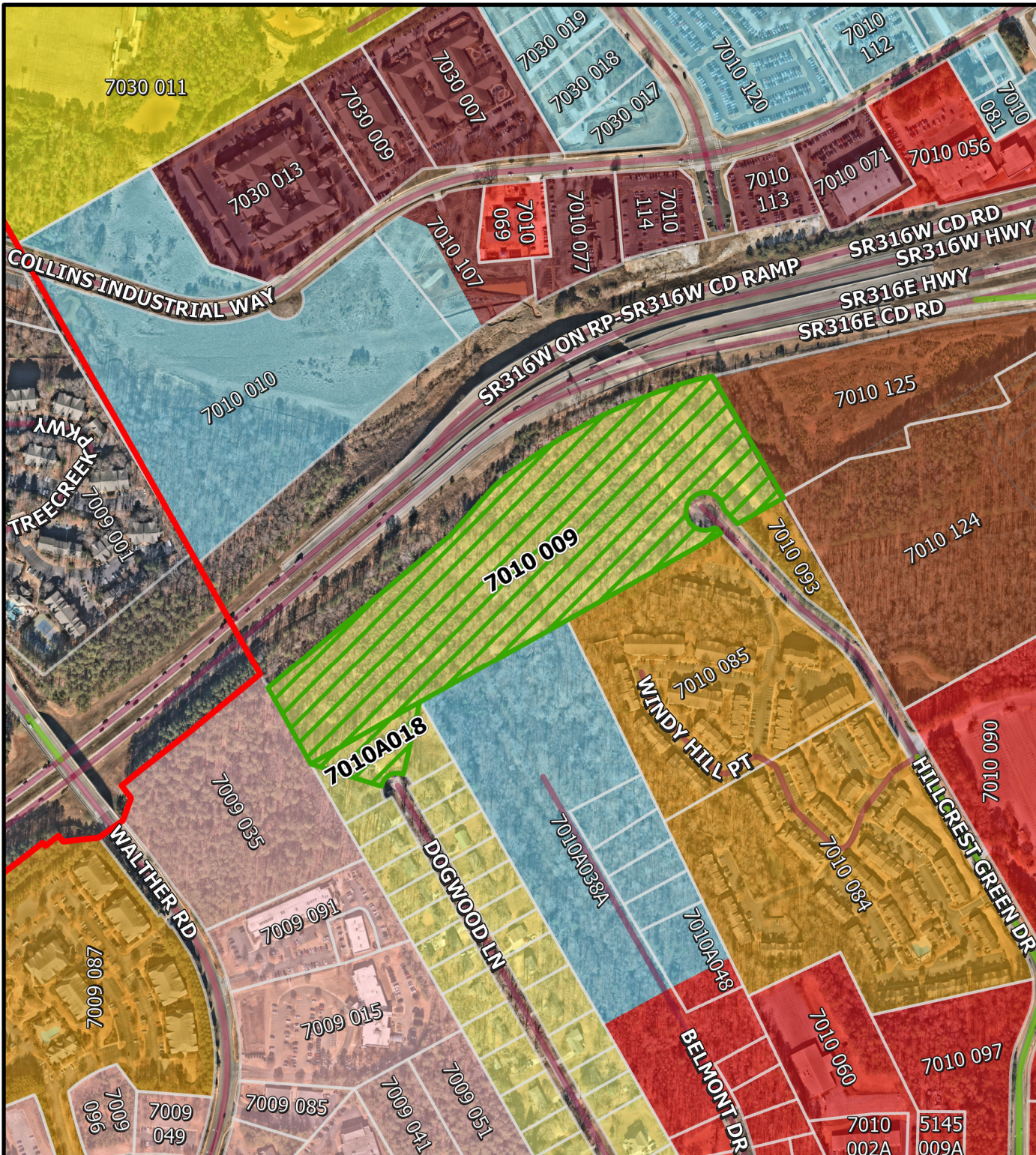
GEORGIA

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

File # RZM2024-00016

Applicant: Bill Diehl

-  Lawrenceville City Limits
 -  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  LM Light Manufacturing
 -  OI Office/Institutional
 -  CMU Community Mixed Use
 -  RM-12 Multifamily Residential
 -  RS-150 Single-Family Residential
 -  RS-180 Single-Family Residential



0 250 500










LAWRENCEVILLE

GEORGIA

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

File # RZM2024-00016

Applicant: Bill Diehl

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- 2045 Character Areas**
-  Community Mixed Use
-  Medical Services Cluster
-  Education Center



0 125 250











LAWRENCEVILLE

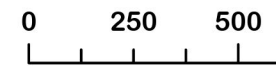
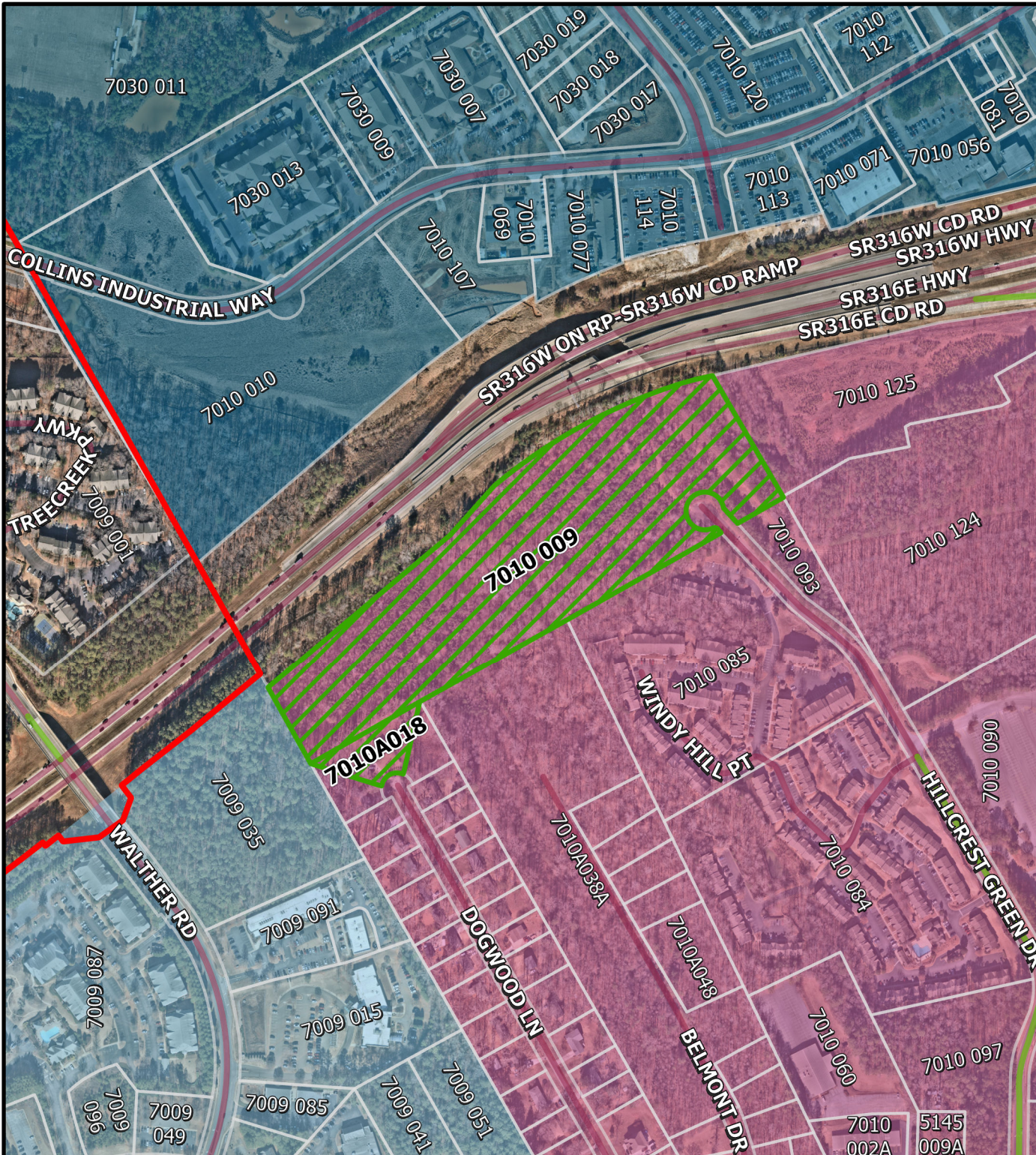
GEORGIA

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

File # RZM2024-00016

Applicant: Bill Diehl

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- 2045 Character Areas**
-  Community Mixed Use
-  Medical Services Cluster
-  Education Center





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, SEPTEMBER 16, 2024
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Amendment to Chapter 6 of the Code of Ordinances
- Department:** City Manager
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** N/A
- Presented By:** Barry Mock, Assistant City Manager, Community Development
- Action Requested:** Adopt Ordinance to Amend Chapter 6 of the Code of Ordinances of the City of Lawrenceville, Georgia

Summary: The purpose of this amendment is to modify the content of Chapter 6 of the Code of Ordinances by updating the details surrounding the regulation of Coin-Operated Amusements and Amusement Game Rooms, and then relocate this section into Chapter 12 with other business regulations. Chapter 6 of the Code of Ordinances has been titled “Amusements”. After the regulations are relocated to Chapter 12, Chapter 6 will become “Reserved” for future use.

Background: Chapter 6 of the Code of Ordinances has been titled “Amusements”. The information in this chapter was updated and then relocated to Chapter 12. Moving Forward, Chapter 6 will be reserved for future use.

Fiscal Impact: N/A

Concurrences: City Manager, City Clerk, City Attorney

Attachments/Exhibits: Chapter 6 Amending Ordinance

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 6 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA REGARDING AMUSEMENTS TO RELOCATE THIS SECTION INTO CHAPTER 12 BUSINESSES AND BUSINESS REGULATIONS

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

Section 1:

That Chapter 6, related to amusements, is hereby amended by deleting Chapter 6 in its entirety and reserving it for future use:

Chapter 6 RESERVED

Section 2:

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this 16th day of September, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, SEPTEMBER 16, 2024
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Amendment to Chapter 12 of the Code of Ordinances
- Department:** City Manager
- Date of Meeting:** Monday, September 16, 2024
- Fiscal Impact:** N/A
- Presented By:** Barry Mock, Assistant City Manager, Community Development
- Action Requested:** Adopt Ordinance to Amend Chapter 12 of the Code of Ordinances of the City of Lawrenceville, Georgia

Summary: The purpose of this amendment is to update Chapter 12 of the Code of Ordinances to include Coin-Operated Amusements and Amusement Game Rooms, formerly found in Chapter 6. The only change to Chapter 12 is the insertion of the Amusements section from Chapter 6.

Background: Chapter 12 of the Code of Ordinances is titled “Businesses and Business Regulations”. This Chapter focuses on business regulations within the City. Regulations specific to Coin Operated businesses has historically been located in Chapter 6. Moving this into Chapter 12 will place all business regulations in one chapter of the Code of Ordinances.

Fiscal Impact: N/A

Concurrences: City Manager, City Clerk, City Attorney

Attachments/Exhibits: Chapter 12 Amending Ordinance

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 12 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA REGARDING BUSINESSES AND BUSINESS REGULATIONS TO INCORPORATE AMUSEMENTS FROM CHAPTER 6

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

Section 1:

That Chapter 12, related to businesses and business regulations, is hereby amended by adding a new Division 9 to read as follows:

DIVISION 9. COIN-OPERATED AMUSEMENT MACHINES AND AMUSEMENT GAME ROOMS

Sec. 12-265. Gambling devices prohibited.

Gambling devices, as that term is defined in O.C.G.A. §16-12-20, are prohibited in the City, and the ownership, use, or transport thereof shall be a misdemeanor pursuant to State law, except as exempted pursuant to O.C.G.A. § 16-12-35.

Sec. 12-266. Gambling places prohibited.

Gambling places, as that term is defined in O.C.G.A. § 16-12-20, are prohibited in the City, and the operation thereof shall be a misdemeanor pursuant to State law.

Sec. 12-267. Definitions.

The following words, terms, or phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Amusement game room means any location, as provided in O.C.G.A. § 16-12-35(b), (c) or (d), where one or more bona fide coin-operated amusement machine(s) are operated that permit non-cash redemption, as provided in O.C.G.A. § 16-12-35(d)(1)(A), (B), (C), or a combination thereof.

Bona fide coin-operated amusement machine means the same as this term is defined in O.C.G.A. § 50-27-70(b)(2)(A) and any applicable regulations of the State of Georgia.

- (1) The term "coin-operated amusement machine" does not include the following:
 - a. Coin-operated washing machines or dryers;
 - b. Vending machines which, for payment of money, dispense products or services;
 - c. Gas and electric meters;

- d. Pay telephones;
- e. Pay toilets;
- f. Cigarette vending machines;
- g. Coin-operated vending machines;
- h. Coin-operated scales;
- i. Coin-operated gumball machines;
- j. Coin-operated parking meters;
- k. Coin-operated television sets which provide cable or network programming;
- l. Coin-operated massage beds; and
- m. Machines which are not legally permitted to be operated in Georgia.

Location means a business within the City that has complied with the provisions of the ordinances of the City relating to occupation taxes and/or regulatory licenses.

Sec. 12-268. License required.

No person, firm, corporation, or entity shall engage in the business of an owner or proprietor of an amusement game room without first having obtained a license and without first having paid the applicable occupation tax required under this article.

Sec. 12-269. Issuance of license.

- (a) Application for a license for operating an amusement game room within the corporate limits of the City shall be made to the Chief Financial Officer upon a form to be supplied by the Chief Financial Officer for this purpose. The license application shall include the following information:
 - (1) Name, address, and age of the applicant and the date of the application;
 - (2) Address or place where the bona fide coin-operated amusement machines are to be offered to the public for play and the other businesses operated at that place or places.
 - (3) Name and address of the owner of the machines and a copy of the owner's master license;
 - (4) Name and address of any other business owned or operated by the applicant within the corporate limits of the City;
 - (5) List of any other licenses or permits from the City held by the applicant.
- (b) Upon issuing a license for an amusement game room, the City shall provide the licensee with a copy of this article. The City shall not require a fee for licensure or registration of an

amusement game room. A license issued in accordance with this article shall be valid until December 31 of the year in which the license was issued. The owner or operator of an amusement game room shall be required to pay occupation taxes in accordance with chapter 34.

Sec. 12-270. Occupation tax required.

No person, firm, or corporation shall engage in the business of an owner or proprietor of amusement game room without first having completed the occupation tax certificate form, paid the required occupational tax, and without first having obtained the license required under this article. A copy of said certificate/license shall be prominently displayed within the business location at all times.

Sec. 12-271. Distance.

Every amusement game room in the City shall comply with the proximity provision for businesses licensed to sell alcohol, set out in O.C.G.A. § 3-3-21.

Sec. 12-272. Number of bona fide coin-operated amusement machines at a location.

No amusement game room in the City shall offer to the public more than six Class B bona fide coin-operated amusement machines, as defined in O.C.G.A. § 50-27-70, at the same location.

Sec. 12-273. Gross receipts from bona fide coin-operated amusement machines and from business.

Every amusement game room shall keep records available for inspection by the City that set out separately annual gross receipts for the amusement games and the other products and services sold at the location. Income from the amusement games shall not constitute more than 50 percent of the income from the location, as set forth in O.C.G.A. § 50-27-84. Compliance with this section requires both the availability of records for inspection and compliance with the 50 percent of income requirement. The licensee shall forward to the Chief Financial Officer a copy of each monthly report required in this section on a quarterly basis. Said reports for the preceding three months shall be received by the Chief Financial Officer no later than 25th day of April, July, October, and January of the following year.

Sec. 12-274. Notice requirements.

- (a) Every amusement game room shall post a conspicuous sign with the following or similar words:

"GEORGIA LAW PROHIBITS GIVING OR RECEIPT OF ANY MONEY FOR WINNING A GAME OR GAMES ON AN AMUSEMENT MACHINE; GIVING OR RECEIPT OF MONEY FOR FREE REPLAYS WON ON AN AMUSEMENT MACHINE; GIVING OR RECEIPT OF MONEY FOR ANY MERCHANDISE, PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY WON ON AN AMUSEMENT

MACHINE; OR AWARDING ANY MERCHANDISE, PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY OF A VALUE EXCEEDING \$5.00 FOR A SINGLE PLAY OF AN AMUSEMENT MACHINE."

- (b) Every amusement game room shall post the license issued by the City conspicuously and permanently.
- (c) The owner or possessor of any bona fide coin-operated amusement machine shall inform each business owner or operator of the acts and omissions prohibited by O.C.G.A. § 16-12-35 and by this article, and of the penalties for violation of O.C.G.A. § 16-12-35 and this article. Additionally, the owner or proprietor of each amusement game room shall inform every employee of the acts and omissions prohibited by O.C.G.A. § 16-12-35 and by this article, and of the penalties for violation of O.C.G.A. § 16-12-35 and this article.

Sec. 12-275. Compliance with O.C.G.A. provisions relating to master licenses, location licenses, and stickers for individual machines.

Bona fide coin-operated amusement machines may be used in an amusement game room within the City only if the machines are owned by a person who holds a valid master license in accordance with O.C.G.A. § 50-27-71, and each machine offered to the public for play has a valid permit sticker in accordance with O.C.G.A. § 50-27-78. In addition, the business owner where the machines are available for play by the public must pay a location license fee in order to obtain a valid location license in accordance with O.C.G.A. § 50-27-71(a.1) and (b). The Chief Financial Officer shall notify the Georgia Lottery Corporation of any observed violation of O.C.G.A. § 50-27-71 or 50-27-78.

Sec. 12-276. Penalties for violations by owners or operators of amusement game rooms.

- (a) In addition to penalties set out in the O.C.G.A. provisions for failure to comply with the provisions of O.C.G.A. § 16-12-35, the owner or operator of an amusement game room, after a hearing before the City Council, may be subject to the following penalties:
 - (1) *Minimum penalty.* Suspension for not less than 15 days of the owner's or operator's license for offering any amusement game at the location where the violation occurred, and suspension of other permits and licenses granted by the City for not less than 15 days.
 - (2) *Maximum penalty.* Permanent revocation of the owner's or operator's license for offering any amusement game at the location where the violation occurred, and suspension of other permits and licenses granted by the City for not more than one year.
- (b) Penalties for violation of the provisions of this article or for the acts described in O.C.G. § 16-12-35 by the owner or operator of an amusement game room, after conviction in the Municipal Court are as follows:

- (1) *Minimum penalty.* Fine not less than \$100.00 for each violation.
- (2) *Maximum penalty.* Fine not to exceed \$1,000.00 for each violation.

Sec. 12-277. Fines and penalties imposed by Judge.

The fines listed in the penalties for violation of this article may be imposed by the Judge of the Municipal Court. Suspension or revocation of the owner's or operator's license for offering any amusement game at the location where the violation occurred, and suspension of other permits and licenses granted by the City may be imposed by the City Council after a hearing.

Sec. 12-278. Violation of an order suspending/revoking license punishable by fine and/or imprisonment.

Offering one or more bona fide coin-operated amusement machine games in violation of an order suspending or revoking the license for the offering of any amusement game at the location is punishable, after conviction in the Municipal Court, by a fine not to exceed \$1,000.00, imprisonment not to exceed six months, or both such fine and imprisonment.

Sec. 12-279. Penalties for violations by those who play bona fide coin-operated machines in violation of law or ordinance.

- (a) The Municipal Court is authorized to impose the following penalties on any person convicted of receiving money as a reward for the successful play or winning of any bona fide coin-operated amusement machine from any person owning, possessing, controlling or overseeing such bona fide coin-operated amusement machine or any person employed by or acting on behalf of a person owning, possessing, controlling or overseeing a bona fide coin-operated amusement machine.
 - (1) *Minimum penalty.* Fine not less than \$100.00 for each violation.
 - (2) *Maximum penalty.* Fine not to exceed \$1,000.00 for each violation.
- (b) The Municipal Court shall have authority to place any person sentenced under this section on probation for the payment of fines for a period of up to six months.

Sec. 12-280. Operating regulations.

All businesses operating as an amusement game room under this article shall be subject to the following regulations:

- (1) *Devices to be kept in plain view; gambling devices prohibited.* All machines shall, at all times, be kept and placed in plain view of and open and accessible to any person who may frequent or be in any place of business where such machines are kept or used. Nothing in this section shall be construed to authorize, permit, or license any gambling device of any nature whatsoever.

- (2) *Inspection.* The Police Department, Code Enforcement Department, or Chief Financial Officer shall inspect or cause the inspection of any place or building in which any such machines are operated or set up for operating, and shall inspect, investigate and test such machines as needed. Such building containing machines shall be fully enclosed to protect the electronic equipment required to operate such machines and shall be properly air conditioned and heated.
- (3) *Attendant required.* It shall be unlawful for any proprietor to open his business to the public unless an attendant is present. Said attendant shall be of sufficient mental and physical capacity so as to be able to provide aid to patrons if needed or desired. Said attendant shall not be less than 18 years of age.
- (4) *Loitering.* As used in this section, the term "loitering" means remaining idle in essentially one location and includes the concepts of spending time idly, loafing, or walking about aimlessly. It shall be unlawful for any person, firm, or corporation licensed to operate an amusement game room to permit loitering on or in the immediate vicinity of any machine or business premises regulated under this section in such a manner as to:
 - a. Create or cause to be created a danger of a breach of the peace;
 - b. Create or cause to be created any disturbance or annoyance to the comfort and repose of any person;
 - c. Obstruct the free passage of pedestrians or vehicles;
 - d. Obstruct, molest, or interfere with any person lawfully in a public place.
- (5) *Shirt and shoes required.* All proprietors shall require shirts and shoes to be worn at all times by any person frequenting their premises.

Sec. 12-281. Revocation of license.

In the event that it comes to the attention of the City that an amusement game room has created a nuisance to the surrounding community, or the operator, proprietor, or an employee of the location has violated any provision O.C.G.A. § 16-12-35 or of this article, the following procedure will be followed:

- (1) The Chief Financial Officer shall issue a notice of objection which shall include the address of the location and the specific reasons why the amusement game room in question is alleged to be a nuisance or alleged to be in violation of any provision of this article. The Chief Financial Officer will then notify the proprietor that a notice of objection has been filed and will set a date for a hearing before the City Council. Extensions and necessary investigations will be granted and conducted at the discretion of the Chief Financial Officer.

- (2) At the time of the hearing, any resident, the operator, the proprietor, and the Chief Financial Officer or other witnesses may be heard. Thereafter, the City Council shall issue a notice of decision which will call for the dismissal of the objection, removal of the machines, or such other remedy as they deem appropriate under the circumstances that are consistent with the purpose of this article.
- (3) The decision of the City Council shall be in writing, shall state the reasons for their decision, and shall be based upon the merits of the case.
- (4) The decision of the City Council shall be binding upon the proprietor and operator of the amusement game room under consideration, subject to appeal to the Superior Court of Gwinnett County.

Sec. 12-282. Licenses and permits nontransferable.

- (a) Licenses required in this article are nontransferable. All businesses that have bona fide coin-operated amusement machines on the premises shall display, in plain view, the current license issued by the City.
- (b) The issued license shall not be transferred to another owner at the same site within the City. A new owner or proprietor must first obtain a new license if they are going to operate in the same or different location in the City.

Sec. 12-283. Enforcing officer.

The Chief Financial Officer or his designee is hereby designated as the enforcement officer and shall execute all requirements of this article.

Secs. 12-284—12-293. Reserved.

Section 2:

Except as specifically amended as set forth above, all other divisions, sections, subsections, sub-subsections, paragraphs, etc. of Chapter 12 shall remain in full force and affect.

Section 3:

All ordinances, regulations, or parts of the same in conflict with this ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 4:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court

of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5:

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this 16th day of September, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk