



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL REGULAR MEETING AGENDA

---

Monday, August 28, 2023  
7:00 PM

Council Assembly Room  
70 S. Clayton St, GA 30046

---

#### **Call to Order**

#### **Prayer**

#### **Pledge of Allegiance**

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

#### **Recognitions**

1. Events & Programs Manager

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

2. June 21, 2023 City Council Regular Meeting Minutes
3. July 19, 2023 Special Call, Work Session and Executive Session Minutes
4. July 31, 2023 City Council Regular Meeting Minutes
5. August 16, 2023 Work Session and Executive Session

#### **Announcements**

#### **Public Comment**

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

## **Consent Agenda**

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

- [6.](#) Purchase of Diaphragm Gas Meters on an Annual Contract
- [7.](#) Trittech Software Systems
- [8.](#) Intergovernmental Agreement between Gwinnett County and the City of Lawrenceville Regarding Lawrenceville Suwanee Road from Sugarloaf Parkway to SR 316

## **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.

- [9.](#) RZC2023-00050 & SUP2023-00081; Pedro Josophat; 303 Scenic Highway

## **Council Business Old Business**

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

- [10.](#) Approval of Bond Intent and Reimbursement Resolution

## **Council Business New Business**

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

- [11.](#) Resolution to Appoint Municipal Electrical Authority of Georgia (MEAG) Voting Delegates
- [12.](#) Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
- [13.](#) Acquisition of land along Maltbie Street from the Lawrenceville Housing Authority

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

## **Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 28, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of Diaphragm Gas Meters on an Annual Contract
- Department:** Gas
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** \$317,355.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval to renew Purchase of Diaphragm Gas Meters on an Annual Contract to Equipment Controls Company, Inc. for line items 1 & 2 in the amount of \$232,339.00 and Ed Young Sales Company for line item 3 in the amount of \$85,016.00.

**Summary:** This contract provides commercial/industrial and residential diaphragm meters for the Gas Department on an as-needed basis. This is the first of four renewal options. There has been an 11% - 15% increase in pricing.

**Fiscal Impact:** Amount of \$317,355.00. This contract is funded by the Domestic Meters/Regulators Fund (5154700.531161), the Industrial Meters/Regulators Fund (5154700.531163), and Capital Outlay (5154700.541000).

**Background:** The original award was \$273,602.00.

**Attachments/Exhibits:**

Bid Tabulation

**BID TABULATION (Original)**

**AQ001-23**  
**Purchase of Diaphragm Gas Meters on an Annual Contract**  
**Gas Department**

				<b>Elster American Meter Company, LLC</b>		<b>Equipment Controls Company, Inc.</b>	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	250 Class Meters per specifications	1800	Ea	\$97.33	\$175,194.00	\$96.40	\$173,520.00
2	400 Class Meters per specifications	100	Ea	\$348.45	\$34,845.00	\$242.84	\$24,284.00
3	600 Class Meters per specifications	100	Ea	\$757.98	\$75,798.00	N/B	N/B
<b>TOTAL</b>					\$285,837.00		\$197,804.00
Will vendor hold pricing firm? Renewal Option 1					TBD		TBD
Will vendor hold pricing firm? Renewal Option 2					TBD		TBD
Will vendor hold pricing firm? Renewal Option 3					TBD		TBD
Will vendor hold pricing firm? Renewal Option 4					TBD		TBD

**Recommended vendors:**

Equipment Controls Company, Inc.  
 4555 South Berkeley Lake Rd.  
 Norcross, GA 30071  
 P: 770-822-9664  
 email: tlonberry@equipmentcontrols.com

Elster American Meter Company, LLC  
 2221 Industrial Road  
 Nebraska City, NE 68410  
 P: 402-873-8200  
 email: jaye.soss@eysco.com

Lines 1 & 2

Line 3

**BID TABULATION**

**AQ001-23**  
**Purchase of Diaphragm Gas Meters on an Annual Contract**  
**Gas Department**

				Ed Young Sales Company		Equipment Controls Company, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	250 Class Meters per specifications	1800	Ea	\$97.33	\$175,194.00	\$114.00	\$205,200.00
2	400 Class Meters per specifications	100	Ea	\$348.45	\$34,845.00	\$271.39	\$27,139.00
3	600 Class Meters per specifications	100	Ea	\$850.16	\$85,016.00	N/B	N/B
<b>TOTAL</b>					\$295,055.00		\$232,339.00
Will vendor hold pricing firm? Renewal Option 1					TBD		TBD
Will vendor hold pricing firm? Renewal Option 2					TBD		TBD
Will vendor hold pricing firm? Renewal Option 3					TBD		TBD
Will vendor hold pricing firm? Renewal Option 4					TBD		TBD

**Recommended vendors:**  
 Equipment Controls Company, Inc.  
 4555 South Berkeley Lake Rd.  
 Norcross, GA 30071  
 P: 770-822-9664  
 email: tlonsberry@equipmentcontrols.com

Ed Young Sales Company  
 10129 Mt. Holly Rd.  
 Charlotte, NC 28214  
 P: 704-497-9637  
 email: mike.javon@eysco.com

Lines 1 & 2

Line 3



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 28, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Trittech Software Systems
- Department:** Police and E911
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** \$115,691.23
- Presented By:** Chief John Mullin
- Action Requested:** Motion for Approval to Renew Public Sector Safety and Administration Software to Trittech Software Systems in the amount of \$115,691.23

**Summary:** This software is used for dispatching of calls for service, generating accident reports, GCIC entries, GIS mapping, records keeping, and CAD Command logs. Annual subscription and maintenance fees for Zuercher Suite software for Police and E911

**Background:** This is the 2024 year for this renewal. Zuercher Suite is the CAD and RMS software used by the Police Department and E911.

**Fiscal Impact:** \$104,122.21, 90% of the annual cost comes out of the Police Service Contracts GL: 1003210-522210. \$11,569.02, 10% of the annual cost comes out of the E911 Service Contracts GL; 2153800-522210.

**Attachments/Exhibits:**  
Trittech Software Systems (Invoice 382537)

<b>Invoice No (1 of 1)</b> 382537	<b>Date</b> 05/12/2023	<b>Page</b> 1 of 6
--------------------------------------	---------------------------	-----------------------

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

**Ship To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	07/9/2023

Description	Units	Rate	Extended
Contract No. Q-129261			
1 CAD - Priority SMS Paging Subscription Core (Agency Site Lic - Annual Subscription Fee ledsSuite - SMS Gateway Service (2500 message per month) (Fee is included in maintenance amount after year one) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$4,643.43	\$4,643.43
2 Mapping AVL (Agency Site License): Full-Time CAD Workstation - Annual Maintenance Fee ledsMapping - AVL Client Licenses (Desktop) Maintenance: Start:07/10/2023, End: 07/9/2024	5	\$348.26	\$1,741.29
3 Portal Server License Annual Maintenance Fee - Annual Maintenance Fee ledsPortal - (Web View & Print) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$2,940.84	\$2,940.84
4 ledsRecords-Municipal Courts Export (ledsReporting CSV Export - Annual Maintenance Fee ledsRecords -Municipal Courts Export (ledsReporting CSV Export) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
5 Mobile AVL Annual Maintenance Fee - Annual Maintenance Fee ledsMobile AVL - Client Licenses (Hardware not Included) Maintenance: Start:07/10/2023, End: 07/9/2024	55	\$46.44	\$2,554.22
6 Mobile CAD Annual Maintenance Fee - Annual Maintenance Fee ledsMobile CAD - Client Licenses (Includes NCIC Client) Maintenance: Start:07/10/2023, End: 07/9/2024	72	\$104.48	\$7,522.67
7 Mobile Core Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Server / Software - Additional 50 mobiles Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$1,973.46	\$1,973.46
8 Mobile Core Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Server / Software - First 50 mobiles Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$928.57	\$928.57

<b>Invoice No (1 of 1)</b> 382537	<b>Date</b> 05/12/2023	<b>Page</b> 2 of 6
--------------------------------------	---------------------------	-----------------------

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

**Ship To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	07/9/2023

	Description	Units	Rate	Extended
9	Mobile eCitations Annual Maintenance Fee - Annual Maintenance Fee ledsMobile - GA E-Citation Client Licenses Maintenance: Start:07/10/2023, End: 07/9/2024	55	\$81.28	\$4,470.41
10	Mobile Mapping Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Mapping Client License Maintenance: Start:07/10/2023, End: 07/9/2024	72	\$127.70	\$9,194.06
11	Mobile Records Annual Maintenance Fee - Annual Maintenance Fee ledsMobile Records Client License Maintenance: Start:07/10/2023, End: 07/9/2024	72	\$220.56	\$15,880.57
12	Records - N-DEx Adapter (IA IEPD) Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - N-DEx Adapter (IA IEPD) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
13	Records Accident Reporting Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - GA Crash/Accident Server License Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$2,437.80	\$2,437.80
14	Records Accident Reporting Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - GA DOT Accident Reporting Export Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$1,741.29	\$1,741.29
15	Records Core Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - (named user) Client Licenses Maintenance: Start:07/10/2023, End: 07/9/2024	20	\$150.91	\$3,018.29
16	Records Core Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - Base Server License Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$4,527.35	\$4,527.35



<b>Invoice No (1 of 1)</b> 382537	<b>Date</b> 05/12/2023	<b>Page</b> 3 of 6
--------------------------------------	---------------------------	-----------------------

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

**Ship To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	07/9/2023

	Description	Units	Rate	Extended
17	Records eCitations Annual Maintenance Fee - Annual Maintenance Fee ledsRecords - GA E-Citations Server License Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$2,437.80	\$2,437.80
18	Reporting Core Annual Maintenance Fee - Annual Maintenance Fee ledsReporting Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
19	Reporting Universal Interface Engine Annual Maintenance Fee - Annual Maintenance Fee ledsReporting Universal Interface Engine Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
20	ZSuite - Crime Reports Interface (Export) Annual Maintenance - Annual Maintenance Fee Zuercher Suite - Crime Reports Interface (Export) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$1,002.79	\$1,002.79
21	ZSuite - GCIC/NCIC Interface (Basic Queries) Annual Maintena - Annual Maintenance Fee ledsSuite - GCIC/NCIC Interface (5 Standard Queries) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$2,631.28	\$2,631.28
22	NCIC Interface (Standard) Annual Maintenance Fee - Annual Maintenance Fee Zuercher Suite - NCIC Interface (Additional States Data Mining ) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$1,755.56	\$1,755.56
23	ZSuite Production Server Hardware Maintenance - Annual Maintenance Fee ledsSuite Base Production Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$4,643.43	\$4,643.43
24	ZSuite Production Server Hardware Maintenance - Annual Maintenance Fee ledsSuite Base Production - Additional 50 users Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$967.40	\$967.40

<b>Invoice No (1 of 1)</b> 382537	<b>Date</b> 05/12/2023	<b>Page</b> 4 of 6
--------------------------------------	---------------------------	-----------------------

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

**Ship To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	07/9/2023

	Description	Units	Rate	Extended
25	ZSuite Training/Testing Server Hardware Maintenance - Annual Maintenance Fee ledsSuite Base Production Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$967.40	\$967.40
26	ZSuite Training/Testing Server Hardware Maintenance - Annual Maintenance Fee ledsSuite Base Production - Additional 50 users Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$2,515.19	\$2,515.19
27	ZSuite Warm Standby Server - Annual Maintenance Fee ledsSuite Warm Standby Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$4,836.91	\$4,836.91
28	ZSuite Warm Standby Server - Annual Maintenance Fee ledsSuite Warm Standby - Additional 50 users Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$966.82	\$966.82
29	Administration Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee ledsAdministration - (named user) Client Licenses Maintenance: Start:07/10/2023, End: 07/9/2024	5	\$81.10	\$405.50
30	Administration Core (Agency Site License) Annual Maintenance - Annual Maintenance Fee ledsAdministration - Base Server License Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$1,358.97	\$1,358.97
31	CAD - E911 (ANI/ALI) Interface Annual Maintenance Fee - Annual Maintenance Fee ledsCAD - E911 (ANI/ALI) Interface Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
32	CAD - Rip and Run (Fax/Email) Interface Annual Maintenance F - Annual Maintenance Fee CAD - Rip and Run (Fax/Email) Interface Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
33	CAD Core Annual Maintenance Fee - Annual Maintenance Fee ledsCAD - Base Server License Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$2,321.72	\$2,321.72



# Invoice

<b>Invoice No (1 of 1)</b> 382537	<b>Date</b> 05/12/2023	<b>Page</b> 5 of 6
--------------------------------------	---------------------------	-----------------------

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

**Ship To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	07/9/2023

	Description	Units	Rate	Extended
34	CAD Core Annual Maintenance Fee - Annual Maintenance Fee ledsCAD - Call Taker/Dispatcher Client Licenses (Single-Jurisdictional) Maintenance: Start:07/10/2023, End: 07/9/2024	4	\$1,044.78	\$4,179.10
35	CAD Core (Seat License) for Backup/Supervisor/Part-Time Work - Annual Maintenance Fee ledsCAD - Overflow/Administration Client Licenses (Single-Jurisdictional) Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$812.60	\$812.60
36	Mapping Core Annual Maintenance Fee - Annual Maintenance Fee ledsMapping GIS Basic Data Prep Work Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$6,965.15	\$6,965.15
37	Mobile Accident Reporting Annual Maintenance Fee - Annual Maintenance Fee ledsMobile - GA Crash/Accident Report Client Licenses Maintenance: Start:07/10/2023, End: 07/9/2024	100	\$81.25	\$8,125.48
38	Panasonic U1 Handheld for Portable Evidence Management Annua - Annual Maintenance Fee Panasonic U1 Handheld for Portable Evidence Management Maintenance: Start:07/10/2023, End: 07/9/2024	1	\$0.00	\$0.00
39	Mapping Core Annual Maintenance Fee - Annual Maintenance Fee ledsMapping - Client Licenses (Includes ESRI Software) Maintenance: Start:07/10/2023, End: 07/9/2024	5	\$1,044.78	\$5,223.88

<b>Invoice No (1 of 1)</b> 382537	<b>Date</b> 05/12/2023	<b>Page</b> 6 of 6
--------------------------------------	---------------------------	-----------------------

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

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

**Ship To**  
 Lawrenceville Police, GA  
 Douglas Schad  
 P.O. Box 2200, 300 Jackson Street  
 Lawrenceville GA 30046  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
12919	Lawrenceville Police, GA		USD	Net 30	07/9/2023

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

**ACH:**  


**Check:**  


<b>Subtotal</b>	\$115,691.23
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$115,691.23
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$115,691.23

**1003210-522210**  
**Service Contracts \$104,122.21**

**2153800-522210**  
**Service Contracts \$11,569.02**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 28, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Intergovernmental Agreement between Gwinnett County and the City of Lawrenceville Regarding Lawrenceville Suwanee Road from Sugarloaf Parkway to SR 316
- Department:** Public Works
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** \$160,000.00
- Presented By:** Jim Wright, Director of Public Works
- Action Requested:** Approve the Intergovernmental Agreement between Gwinnett County and the City of Lawrenceville Regarding Lawrenceville Suwanee Road from Sugarloaf Parkway to SR 316 and authorize the Mayor to execute upon review and approval of the City Attorney.

**Summary:** Lawrenceville Suwanee Rd is a State maintained road, the section affected by the proposed agreement is partially in the City Limits. The City desires to improve the aesthetics of this corridor that is associated with Lawrenceville. This agreement will allow a partnership with Gwinnett County to fund landscaping improvements in the median areas of the road. Currently this section is mowed 6 times per year, which during the high growth season allows the grass to become overgrown. The cost of the initial improvements will be split 60% (County) and 40% (City), this is based on the percentage of roadway within the City limits. After construction is complete, the City will maintain the improvements.

**Fiscal Impact:** Total Enhancement Project estimated to be \$400,000. The County would reimburse the City \$240,000 after project completion. The City will be responsible for all other costs and maintenance.

**Attachments/Exhibits:** Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY AND THE CITY OF LAWRENCEVILLE REGARDING LAWRENCEVILLE SUWANEE ROAD FROM SUGARLOAF PARKWAY TO SR 316

This Agreement (hereinafter referred to as "Agreement") made by and between the City of Lawrenceville, a municipal corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, GA 30046 (hereinafter referred to as "CITY") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046, (hereinafter referred to as "COUNTY") each of which has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this Agreement are governmental units located within the State of Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the CITY has an interest in improving the appearance of the median of Lawrenceville Suwanee Road; and

WHEREAS, both parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to allocate resources and efforts to undertake a transportation project; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree that;

1. The Project will consist of plants, landscaping and other aesthetic improvements in the median of Lawrenceville Suwanee Road from Sugarloaf Parkway to SR 316 (hereinafter "median enhancements") which are more particularly described in Exhibit A.
2. The COUNTY agrees to provide 60% or two hundred forty thousand dollars and no cents (\$240,000) of the estimated construction cost of four hundred thousand dollars and no cents (\$400,000). This is the County's entire obligation to the Project.

3. The CITY shall be responsible for the remaining 40% or one hundred sixty thousand dollars and no cents (\$160,000) of the estimated construction cost, all design costs and any other costs associated with the median enhancements.
4. The CITY shall perform and carry out in a satisfactory manner, installation of the median enhancements. As Lawrenceville Suwanee Road is a state route in this area, the CITY will work with the Georgia Department of Transportation (GDOT), the County, and any other agencies as needed to obtain necessary approvals.
5. The CITY will be responsible for the cost of the maintenance of the proposed median enhancements. The COUNTY will bear no financial responsibility for the maintenance or replacement of the median enhancements.
6. Notwithstanding the foregoing, should the CITY determine, it will no longer maintain the median enhancements, the CITY shall notify GDOT, the COUNTY, and any other agencies as needed. Should the COUNTY in its sole discretion determine that the proposed median enhancements on Lawrenceville Suwanee Road installed by the CITY would cause a hardship to the COUNTY, then the CITY will remove the median enhancements that were installed by or for the CITY and restore the median to the standard for all State or County roadway medians as required.
7. The COUNTY and the CITY shall each bear its own costs, expenses, and claims to attorneys' fees incurred or arising out of this Agreement or the median enhancements. Neither the COUNTY nor the CITY shall indemnify or hold harmless the other party or its agents, inspectors, servants, and employees, past and present, for any costs, expenses and claims to attorneys' fees incurred or arising out of this Agreement or the median enhancements.

All notices pursuant to this Agreement shall be served as follows: As to the COUNTY, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the CITY, Mayor, City of Lawrenceville, 70 South Clayton Street, Lawrenceville, GA 30046.

This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writings or oral agreements or conversations shall affect or modify any of the terms or obligations herein contained. All subsequent changes to this contract must be in writing and signed by both parties. 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 of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the COUNTY or to the CITY by the Constitution and laws of the State of Georgia.

The term of this Agreement shall be for a period of fifty (50) years from the date of execution.



Exhibit A



# LAWRENCEVILLE

GEORGIA

June 9, 2023

Glenn Stephens  
County Administrator  
Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30046

**Re: Request for funds to install median landscaping along Lawrenceville Suwanee Road**

Glenn:

Due to a large amount of citizen complaints, the City Council has directed staff to coordinate with GDOT requesting permission to take over the mowing of the ROW for Lawrenceville-Suwanee Road from Sugarloaf Parkway to the SR 316 overpass. We anticipate to have this in place by the end of 2023. It is my understanding that GDOT mows the ROW every 6+ weeks and the County is backfilling between that every 3 weeks. Once we obtain permission from GDOT, the City will mow this ROW every 3+ weeks relieving the County and State of this burden.

As we begin to take over the maintenance of ROW, the City would like to landscape the existing medians from Old Norcross Road to Lawrenceville Highway. A conceptual plan and cost estimate is attached to this letter. Approximately, 60% of this roadway is within the County limits. The City is requesting \$240,000 (60% of the \$400,000 construction cost) from Gwinnett County for this project. The City will cover the design costs of \$81,802, \$160,000 of construction costs (40% of construction) and of course the City will be maintaining the landscaping with our future maintenance agreement with GDOT.

If possible, we would like to begin construction of late in 2023 or early in 2024 and your prompt response to this request is appreciated.

The City appreciates your consideration of this request and look forward to continuing our partnership in serving the citizens of our community.

Sincerely,

Chuck Warbington  
City Manager

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



Exhibit A (continued)



**LAWRENCEVILLE SUWANEE ROAD LANDSCAPING CONCEPT 2**  
 OPINION OF PROBABLE COST  
 5/10/2023

Project No 23072

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	NOTES
<b>CONSTRUCTION COSTS</b>					
<b>GENERAL SITE</b>					
DEMOLITION/ WASTE DISPOSAL	1	LS	\$10,000.00	\$ 10,000.00	BUDGET
BED PREP	46,700	SF	\$1.00	\$ 46,700.00	BUDGET
<b>GENERAL SITE SUBTOTAL</b>				<b>\$ 56,700.00</b>	
<b>LANDSCAPE</b>					
GRAPE MYRTLE	74	EA	\$750.00	\$ 55,500.00	BUDGET, INCLUDES INSTALL
SWEET BAY MAGNOLIA	72	EA	\$750.00	\$ 54,000.00	BUDGET, INCLUDES INSTALL
SUNSHINE CHINESE PRIVET	386	EA	\$60.00	\$ 23,160.00	BUDGET, INCLUDES INSTALL
PURPLE PINE LIRIODENDRON	1,050	EA	\$45.00	\$ 47,250.00	BUDGET, INCLUDES INSTALL
DWARF YALPOND HOLLY	1,368	EA	\$40.00	\$ 54,720.00	BUDGET, INCLUDES INSTALL
PINK MUHLY GRASS	2,952	EA	\$40.00	\$ 118,080.00	BUDGET, INCLUDES INSTALL
<b>AMENITIES SUBTOTAL</b>				<b>\$ 352,310.00</b>	
CONSTRUCTION COST SUBTOTAL				\$ 409,010.00	
DESIGN CONTINGENCY (20% SD)				\$ 81,802.00	
CONSTRUCTION COST TOTAL				\$ 490,812.00	
<b>RECOMMENDED CONSTRUCTION COST BUDGET</b>				<b>\$ 500,000.00</b>	

Page 1 of 1

Exhibit A (continued)



{The remainder of this page is blank}

Exhibit A (continued)



{The remainder of this page is blank}

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GWINNETT COUNTY, GEORGIA

CITY OF LAWRENCEVILLE, GEORGIA

By: \_\_\_\_\_  
NICOLE L. HENDRICKSON

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

Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

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

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

Title: County Clerk/Deputy County Clerk (SEAL)

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Gwinnett County Staff Attorney

\_\_\_\_\_  
City Attorney



# LAWRENCEVILLE

## GEORGIA

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

**Item:** RZC2023-00050 & SUP2023-00081; Pedro Josophat; 303 Scenic Highway  
**Department:** Planning and Development  
**Date of Meeting:** Monday, August 28, 2023  
**Applicant Request:** Rezone 303 Scenic Highway from ON (Office - Neighborhood District) to OI (Office - Institutional District).

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

**Department Recommendation:** Denial

**Planning Commission Recommendation:** Denial

**Summary:** The applicant requests the rezoning of an approximately 1.02-acre parcel at 303 Scenic Highway. The proposed rezoning is from ON (Office - Neighborhood District) to OI (Office - Institutional District) with a request for a Special Use Permit (SUP) to operate a commercial personal care home. The subject property is known as Lots 16 & 17, Section A of the L.R. Martin Estate subdivision, located near the intersection of Scenic Highway and Poplar Creek Road.

**Attachments/Exhibits:**

- RZC2023-00050 & SUP2023-00081\_Report
- RZC2023-00050 & SUP2023-00081\_Planning and Development recommendations
- RZC2023-00050 & SUP2023-00081\_PC RECO\_CONDS 08072023
- RZC2023-00050 & SUP2023-00081\_Applications
- RZC2023-00050 & SUP2023-00081\_Letter of intent
- RZC2023-00050 & SUP2023-00081\_Legal description



# LAWRENCEVILLE

## GEORGIA

9.

- RZC2023-00050 & SUP2023-00081\_Survey
- RZC2023-00050 & SUP2023-00081\_Aerial map (1:2,750)
- RZC2023-00050 & SUP2023-00081\_Aerial map (1:5,500)
- RZC2023-00050 & SUP2023-00081\_Character area map (1:2,750)
- RZC2023-00050 & SUP2023-00081\_Character area map (1:5,500)
- RZC2023-00050 & SUP2023-00081\_DDA map (1:2,750)
- RZC2023-00050 & SUP2023-00081\_DDA map (1:5,500)
- RZC2023-00050 & SUP2023-00081\_Zoning map (1:2,750)
- RZC2023-00050 & SUP2023-00081\_Zoning map (1:5,500)



# LAWRENCEVILLE

## Planning & Development

**CASE NUMBER:** RZC2023-00050 & SUP2023-00081

**OWNER:** PEDRO JOSOPHAT

**APPLICANT:** PEDRO JOSOPHAT

**CONTACT:** PEDRO JOSOPHAT – 862.218.4588

**LOCATION(S):** 303 SCENIC HIGHWAY

**PARCEL ID(S):** R5142 118

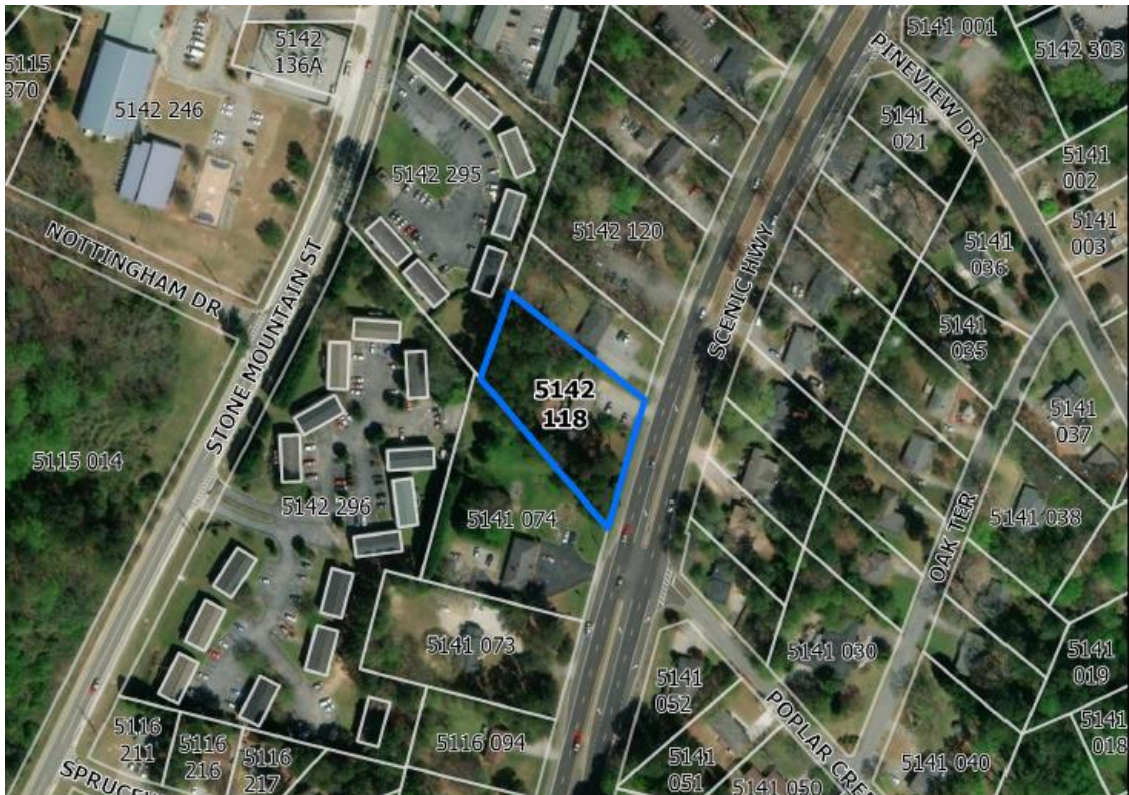
**APPROXIMATE ACREAGE:** 1.02

**ZONING PROPOSAL:** ON (OFFICE - NEIGHBORHOOD DISTRICT) TO OI (OFFICE - INSTITUTIONAL DISTRICT)

**PROPOSED DEVELOPMENT:** COMMERCIAL PERSONAL CARE HOME

**DEPARTMENT RECOMMENDATION:** DENIAL

### VICINITY MAP







# LAWRENCEVILLE

## Planning & Development

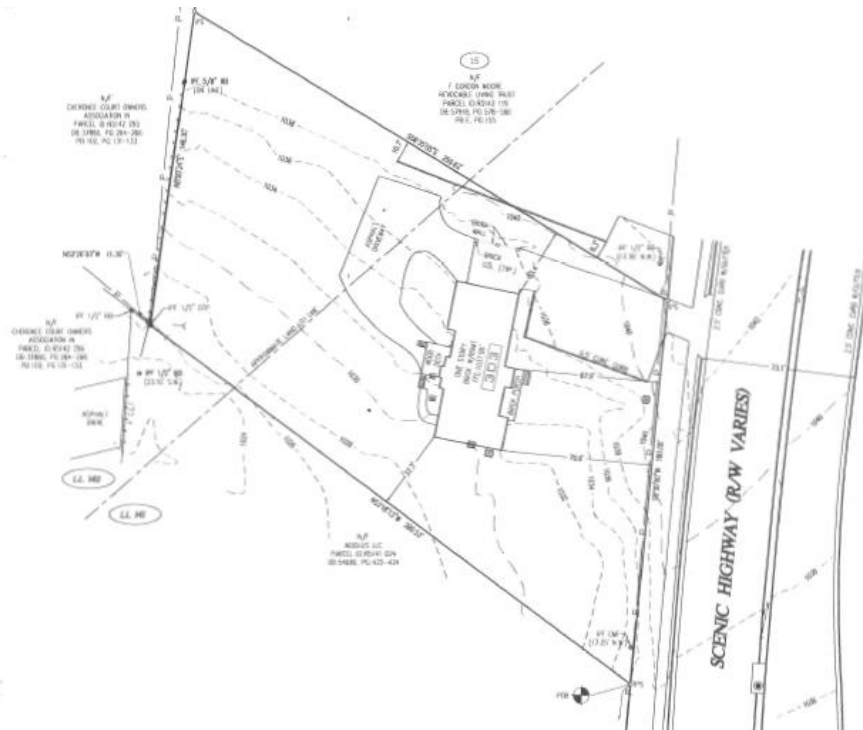
### ZONING HISTORY

In 1960, the subject property was zoned RS-180 (Single Family Residential District). The property was rezoned to ON (Office - Neighborhood District) in 1996, its current zoning classification.

### PROJECT SUMMARY

The applicant requests the rezoning of an approximately 1.02-acre parcel at 303 Scenic Highway. The proposed rezoning is from ON (Office - Neighborhood District) to OI (Office - Institutional District) with a request for a Special Use Permit (SUP) to operate a commercial personal care home. The subject property is known as Lots 16 & 17, Section A of the L.R. Martin Estate subdivision, located near the intersection of Scenic Highway and Poplar Creek Road.

### LAND SURVEY



### ZONING AND DEVELOPMENT STANDARDS

The existing single-family home has been used as a law office since September 3, 1996. The entrance, driveway, parking, and landscaping is existing nonconforming



# LAWRENCEVILLE

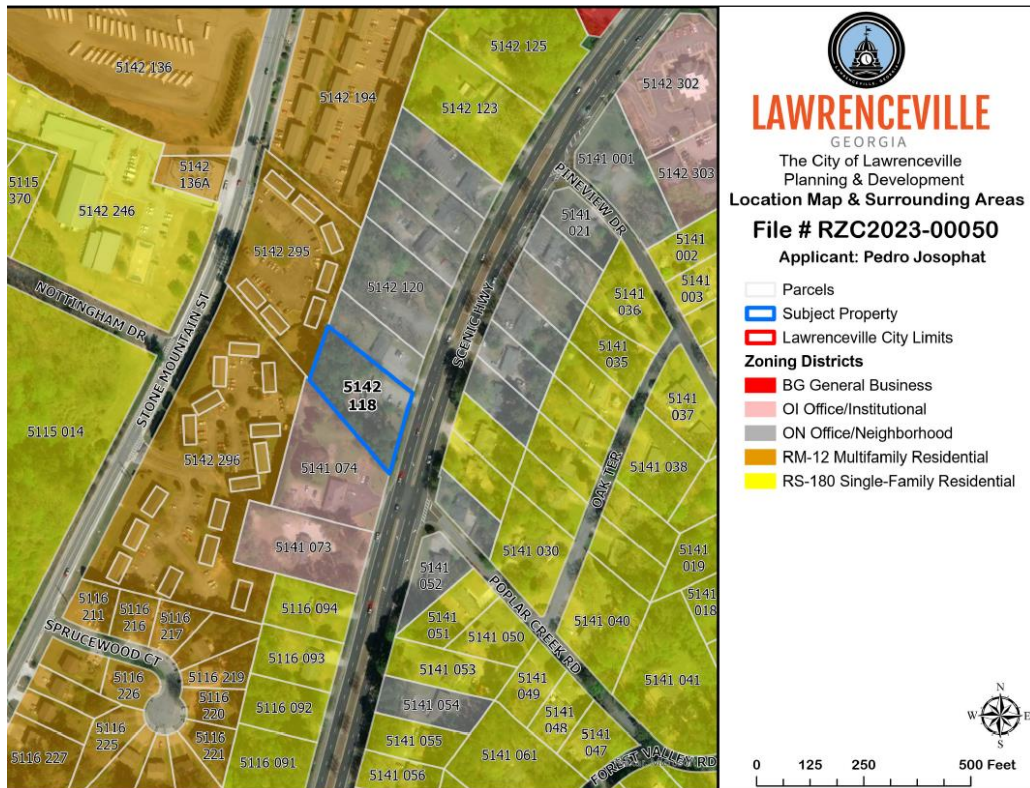
## Planning & Development

and should therefore be brought into compliance with the 2020 Zoning Ordinance. For commercial personal care homes, one (1) parking space per two beds and one (1) parking space per 250 SF of common space would satisfy the minimum parking and loading requirements of Article 5 - Parking.

### SURROUNDING ZONING AND USE

The Scenic Highway corridor near its intersection with Poplar Creek Road is an area predominately characterized by single-family homes, which are split between use as residential dwellings and commercial offices. While there are properties on the opposite side of Scenic Highway zoned RS-180 (Single-Family Residential District), the parcels immediately adjacent to the subject property are zoned OI (Office Institutional District), ON (Office Neighborhood District), and RM-12 (Multifamily Residential District). As such, the proposed rezoning of the property to OI would be consistent with the established zoning and land use patterns of the area along the western right-of-way of Scenic Highway.

### CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





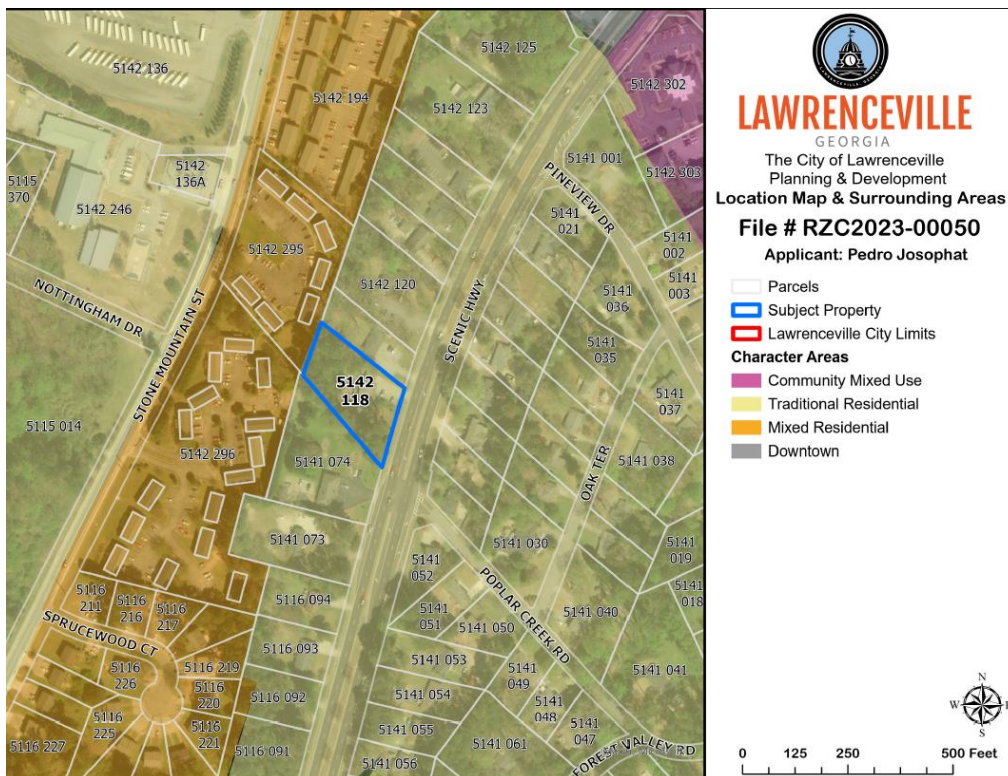
# LAWRENCEVILLE

## Planning & Development

### 2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Traditional Residential Character Area. Traditional Residential areas are predominantly single-family, suburban-style neighborhoods located in the southern half of the city. The purpose of this character area is to preserve these traditional neighborhoods and buffer them from more intense land uses. Density is typically low (less than 3 dwelling units per acre), and most open space is in private yards. As proposed, the requested rezoning and proposed Special Use Permit would not be consistent with the policies of the 2040 Comprehensive Plan.

### LAWRENCEVILLE 2040 COMPREHENSIVE PLAN - FUTURE LAND USE PLAN MAP



### STAFF RECOMMENDATION

In conclusion, while the proposal is consistent with the established zoning and land use patterns in the immediate area, it does conflict with the long-term vision



# LAWRENCEVILLE

## *Planning & Development*

established by the City in its 2040 Comprehensive Plan. Policies relating to long-range planning suggest the city embrace the principles of new urbanism by creating a variety of high-quality mixed-use development as well as 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 by benefiting from the “halo effect” of high-quality development already happening nearby. As presented, this proposal would not achieve such lofty goals. Furthermore, it proposes a higher intensity development which would be inconsistent with the current character of the surrounding area and would be an unsuitable use for the existing nonconforming structure.

Though the proposal intends to update the subject property’s zoning from a retired zoning district to one that is already in common use by the adjacent properties, the proposed use is inconsistent with the character of the neighborhood as well as the City’s long term vision for the area. As such, the Planning and Development Department recommends the **DENIAL** of the request.



# LAWRENCEVILLE

## *Planning & Development*

### **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



# LAWRENCEVILLE

## Planning & Development

### 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;**

*The properties immediately adjacent to the subject property are all zoned OI, the same zoning classification proposed with this rezoning. While the greater area consists of some parcels designated as RS-180, most of these are relegated to the eastern side of the Scenic Highway. The use of personal care home is of a higher intensity than much of the surrounding and adjacent development.*

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

*The area along the right-of-way of Scenic Highway has long suffered due to antiquated policies and a lack of enforcement. New decisions must be consistent with the policies relating to the long-range plans for the immediate area in order for the City to flourish.*

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

*The property has reasonable economic use as currently zoned.*

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

*Impacts on public facilities would be anticipated in the form of traffic and stormwater runoff. The developer would have to take the necessary precautions to ensure that these do not overwhelm local systems.*

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

*The proposal would continue a long overdue zoning cleanup for this area.*



# LAWRENCEVILLE

## Planning & Development

- 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;**

*While a rezoning to OI would bring the zoning of the subject property into accordance with that of nearby parcels along the Scenic Highway corridor, the proposed use of personal care home – only achievable with a Special Use Permit – is not consistent with surrounding uses nor does it align with the long term goals of the City’s Comprehensive Plan.*

**PLANNING COMMISSION RECOMMENDATION\_DENIAL\_08072023**

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

**RZC2023-00050 & SUP2023-00081**

Approval as OI (Office Institutional District) for a wide range of office and institutional establishments, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
  - A.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited;
  - B.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;
  - C.** Outdoor storage shall be prohibited;
  - D.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;
  
- 2.** To satisfy the following site development considerations:
  - A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
  - B.** The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.
  - C.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
  - D.** Landscape shall be designed and installed to meet the conditions of zoning,



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

- E.** Provide a minimum of 1 parking space per 300 square feet gross floor area, all parking must be on an approved surface and striped.
- F.** Provide a ten (10) foot landscape strip adjacent to all public right-of-ways.
- G.** Provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
- H.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways;
- I.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.



# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Pedro Josophat</u>	NAME: <u>Pedro Josophat</u>
ADDRESS: <u>303 scenic Hwy</u>	ADDRESS: <u>303 scenic Hwy</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Pedro Josophat</u> PHONE: <u>862-218-4588</u> <u>Pedro.Josophat9@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>office</u> REQUESTED ZONING DISTRICT: <u>Restaurant</u>	
PARCEL NUMBER(S): <u>5142 118</u> ACREAGE: <u>1.02 ac</u>	
ADDRESS OF PROPERTY: <u>303 SCENIC HWY Lawrenceville GA 30046</u>	

[Signature]  
SIGNATURE OF APPLICANT      02/22/23  
DATE

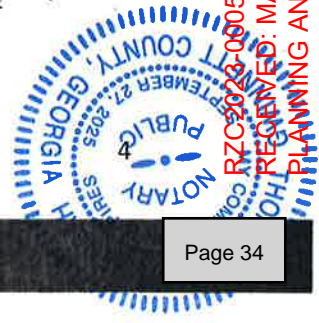
PEDRO JOSAPHAT  
TYPED OR PRINTED NAME

[Signature]  
SIGNATURE OF OWNER      02/22/23  
DATE

PEDRO JOSAPHAT  
TYPED OR PRINTED NAME

[Signature]  
NOTARY PUBLIC      02/22/23  
DATE

[Signature]  
NOTARY PUBLIC      02/22/23  
DATE



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

RZC-2023-00050 & SUP2023-00081  
 RECEIVED: MAY 23, 2023  
 PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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



# LAWRENCEVILLE

## GEORGIA

### VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 142 - 118  
(Map Reference Number)      District      Land Lot      Parcel

  
Signature of Applicant

02/22/23  
Date

PEDRO JOSAPHAT  
Type or Print Name and Title

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

### TAX COMMISSIONER'S USE ONLY

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

_____	_____
NAME	TITLE
_____	
DATE	

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

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### FEE SCHEDULE

Rezoning, Change-in-Conditions and Special Use Permit Fees-

(Note: a Special Use Permit related to a companion rezoning case shall not incur an additional fee)

**For Single-Family Residential Districts.**

<p><u>Fee:</u></p> <p>&lt; 5 Acres = \$500          5 – 10 Acres = \$750          10 – 20 Acres= \$1,000          20 Acres or more = \$1,500</p>
--

**For the following: Multifamily (attached housing); Mixed-Use Districts.**

<p><u>Fee:</u></p> <p>&lt; 5 Acres = \$500 + \$10 per unit          5 – 10 Acres = \$750 + \$10 per unit          10 – 20 Acres= \$1,000 + \$10 per unit          20 Acres or more = \$1,500 + \$10 per unit</p>
--

**For Commercial, Office and Industrial Districts.**

<p><u>Fee:</u></p> <p>&lt; 5 Acres = \$500          5 – 10 Acres = \$750          10 – 20 Acres= \$1,000          20 Acres or more = \$1,500</p>
--

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

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE APPLICATION

The application and all required documents must be complete and fees must be paid or the application will not be accepted.

Documents, exhibits and fees required at the time of application submittal:

1. Application Form (signed and notarized)
2. Disclosure of Campaign Contributions Form
3. Letter of Intent describing the proposed zoning change and development
4. Typed, metes and bounds Legal Description
5. Boundary survey (sealed by a Registered Land Surveyor)
6. Site Plan/Rezoning Exhibit: Provide one 11"x 17" copy and six full size copies:
  - a. Prepared by a Registered Land Surveyor, Professional Engineer or Landscape Architect
  - b. Drawn to scale of 1"= 50' or greater
  - c. Show property line data (metes and bounds) as well as existing infrastructure and existing site conditions, including:
    - i. Existing structures
    - ii. Full width of existing streets and intersecting streets
    - iii. Streams, stream buffers and impervious setbacks
    - iv. Flood hazard zones (reference source of data)
    - v. A vicinity map
  - d. Show proposed improvements, including:
    - i. Proposed buildings, setbacks, buffers and required screening
    - ii. Proposed streets, ingress/egress, driveways, sidewalks and parking
7. Application Fee
  - a. Payment may be made in cash, check or credit card (Visa, MasterCard). Please make checks payable to the City of Lawrenceville. One check is preferred.

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

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### NOTIFICATION REQUIREMENTS

#### Written Notification

The applicant is required to notify all adjoining property owners (including those across any streets) of their intention to rezone the property. The notification shall be sent by Certified Mail and be postmarked no later than the published deadline contained in the Rezoning Schedule. A sample notification letter is provided at the end of this packet.

The written notice shall include:

1. Special Use case number
2. Dates, times and place of public hearings
3. Copy of the application
4. Applicant contact information
5. Letter of Intent
6. Site plan
7. Vicinity map

Proof that the notifications were mailed as required must be delivered to the Planning Department as soon as is feasible, but no later than 12:00 p.m. (noon) on the Wednesday prior to the Planning Commission meeting. Failure to submit the required proof of mailing will result in the application being tabled to the next month's meeting.

#### Notification Sign

The applicant is required to post a notification sign (provided by the Planning Department) in a clearly visible location on the property, at or near the public street, no later than the published deadline contained in the Rezoning Schedule. It is the responsibility of the applicant to insure that the notification sign remain on the property throughout the rezoning proceedings. (COPY TO BE GIVEN TO APPLICANT)

\_\_\_\_\_

CASE NUMBER

\_\_\_\_\_

DATE

\_\_\_\_\_

ACKNOWLEDGED BY (PRINT NAME)

\_\_\_\_\_

SIGNATURE

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

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### PUBLIC HEARING PROCESS

The Applicant is required to appear at the Planning Commission Meeting, the City Council Work Session, and the City Council Public Hearing. Failure to attend a meeting may result in tabling of the application until the next meeting of that group. However, the Planning Commission and the City Council may act on the application should they so choose. Meeting dates, times and place are as published in the Rezoning Schedule.

1. Approximately one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be available at the Planning and Development office.
2. The applicant shall appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. Any opposition to the rezoning request will be given equal time to present its case. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.
3. The applicant shall be present at the City Council Work Session. The applicant may be asked to present their case, or to answer questions, at the desire of the City Council.
4. The applicant shall appear before the City Council for the Public Hearing. The applicant and any opposition will be given equal time to present their cases. The City Council may ask questions of the applicant and opposition prior to making their final decision regarding the application.
5. If the special use application is denied by the Mayor and City Council, any new application for the same use classification on subject property may not be submitted for at least twelve (12) months from the date of denial. Application for a different zoning classification may be submitted after six (6) months from the date of the denial.

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

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT





# LAWRENCEVILLE

GEORGIA

## SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Pedro Josaphat</u>	NAME: <u>Pedro Josaphat</u>
ADDRESS: <u>303 scenic Hwy</u>	ADDRESS: <u>303 scenic Hwy</u>
CITY: <u>LAWRENCEVILLE</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>862-218-4588</u>	PHONE: <u>862-218-4588</u>
CONTACT PERSON: <u>Pedro Josaphat</u> PHONE: <u>862-218-4588</u>	
CONTACT'S E-MAIL: <u>PedroJosaphat90@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>ON</u> ACREAGE: <u>1.02 AC</u>	
PARCEL NUMBER(S): <u>5142 118</u>	
ADDRESS OF PROPERTY: <u>303 SCENIC HWY LAWRENCEVILLE GA 30046</u>	
PROPOSED SPECIAL USE: _____	

[Signature]  
 SIGNATURE OF APPLICANT      DATE: 05/15/23

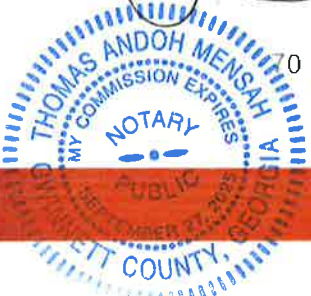
Pedro Josaphat  
 TYPED OR PRINTED NAME

[Signature]  
 SIGNATURE OF OWNER      DATE: 05/15/23

Pedro Josaphat  
 TYPED OR PRINTED NAME

[Signature]  
 NOTARY PUBLIC      DATE: 05/15/23

[Signature]  
 NOTARY PUBLIC      DATE: 05/18/2023



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

RZC-2023-00050 & SUP2023-00081  
 RECEIVED: MAY 23, 2023  
 PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

## GEORGIA

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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? \_\_\_\_\_

Y/N

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

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

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

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

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT



Letter of Intent

Pedro Josaphat

303 Scenic Highway

Lawrenceville, GA 30046

I Pedro Josaphat the owner of the house Located at 303 Scenic Highway Lawrenceville, GA 30046. I purchased this house with ON zoning, this current zoning is not appropriate for what I intend to do at the property; therefore, I request that the zoning change from ON to O-I.

The Property located at 303 Scenic Highway is 5 bedrooms and 2 bathrooms. It is a ranch floor type and a basement. The main floor is 1930 SF and the basement is 482 SF a total of 2412 SF. The property land is 1.02 acres. It has an existing of 8 parking lots including handicaps parking lots with additional parking in the back which can accommodate 4 parking lots.

The property required buffer will be maintained and 25 feet undisturbed to the resident area and a 10 feet landscape will be provided along Scenic highway.

As the owner, I plan to open an assisted living or care home at the property. The hours of operation is 6:00 A.M. to 9: P.M. The residents will have 24-hour services.

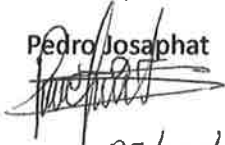
I plan to open an assisted living or care home with a maximum of 8 residents at the current building. In some years I will have new construction according to the city code and zoning. In order for the business to run at the property address I requested a rezoning from ON to O-I *and a special use permit* that allowed the business to run at the property address.

It will be very appreciated to see a dream come true.

Thank you!

Sincerely,

Pedro Josaphat



05/23/2023

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT

LEGAL DESCRIPTION  
303 Scenic Highway

All that tract or parcel of land lying and being in Land Lots 141 and 142 of the 5<sup>th</sup> District, Gwinnett County, Georgia, being portions of lots 16 and 17 as shown on Plat Book E Page 155, Gwinnett County, Georgia Records, being more particularly described as follows:

COMMENCING at the intersection of Scenic Highway (R/W Varies) and Longleaf Drive (100-foot R/W), thence following the westerly right of way of Scenic Highway a distance of 1,506.69 feet to a 1/2 inch rebar set; said point being the TRUE POINT OF BEGINNING.

Thence, North 53 degrees 18 minutes 13 seconds West a distance of 280.53 feet to a 1/2-inch open top pipe found;

Thence, North 08 degrees 00 minutes 24 seconds East a distance of 148.30 feet to a 1/2-inch rebar set;

Thence, South 58 degrees 35 minutes 05 seconds East a distance of 259.62 feet to a 1/2-inch rebar set;

Thence, following southerly along the westerly right of way of Scenic Highway;

South 05 degrees 30 minutes 00 seconds West a distance of 180.00 feet to a 1/2-inch rebar set;

Said point being the TRUE POINT OF BEGINNING.

Said tract contains 39,264 square feet, or 0.901 acres.

As shown as POB on the Boundary Survey by Keystone Land Surveying for 303 Scenic Highway, dated March 29, 2023.

Legal description provided for Pedro Josaphat, dated April 25, 2023, provided by Keystone Land Surveying.

RZC2023-00050 & SUP2023-00081  
RECEIVED: MAY 23, 2023  
PLANNING AND DEVELOPMENT DEPARTMENT

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

CITY OF LAWRENCEVILLE  
 ZONING: ON OFFICE/NEIGHBORHOOD  
 (INACTIVE ZONING DISTRICT)  
 MINIMUM FRONT SETBACK - FRONT OF EXISTING RESIDENCE  
 MINIMUM SIDE SETBACK - 10', 25' SIDE STREET OF CORNER  
 MINIMUM REAR SETBACK - 15' WHEN ABUTTING COMMERCIAL DISTRICT, 40' WHEN ABUTTING A RESIDENTIAL DISTRICT

FIELD DATA:  
 DATE OF FIELD SURVEY 3-14-23.

THE CALCULATED POSITIONAL TOLERANCE BASED ON REDUNDANT LINEAR MEASUREMENTS OF OBSERVED POSITIONS WAS FOUND TO BE 0.09 FEET.

EQUIPMENT:  
 ELECTRONIC TOTAL STATION AND NETWORK GPS  
 GPS RECEIVER: SP 85  
 SW: 6125500077  
 NETWORK: TRIMBLE VRS Now RTK GNSS

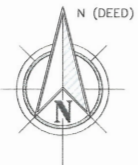
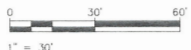
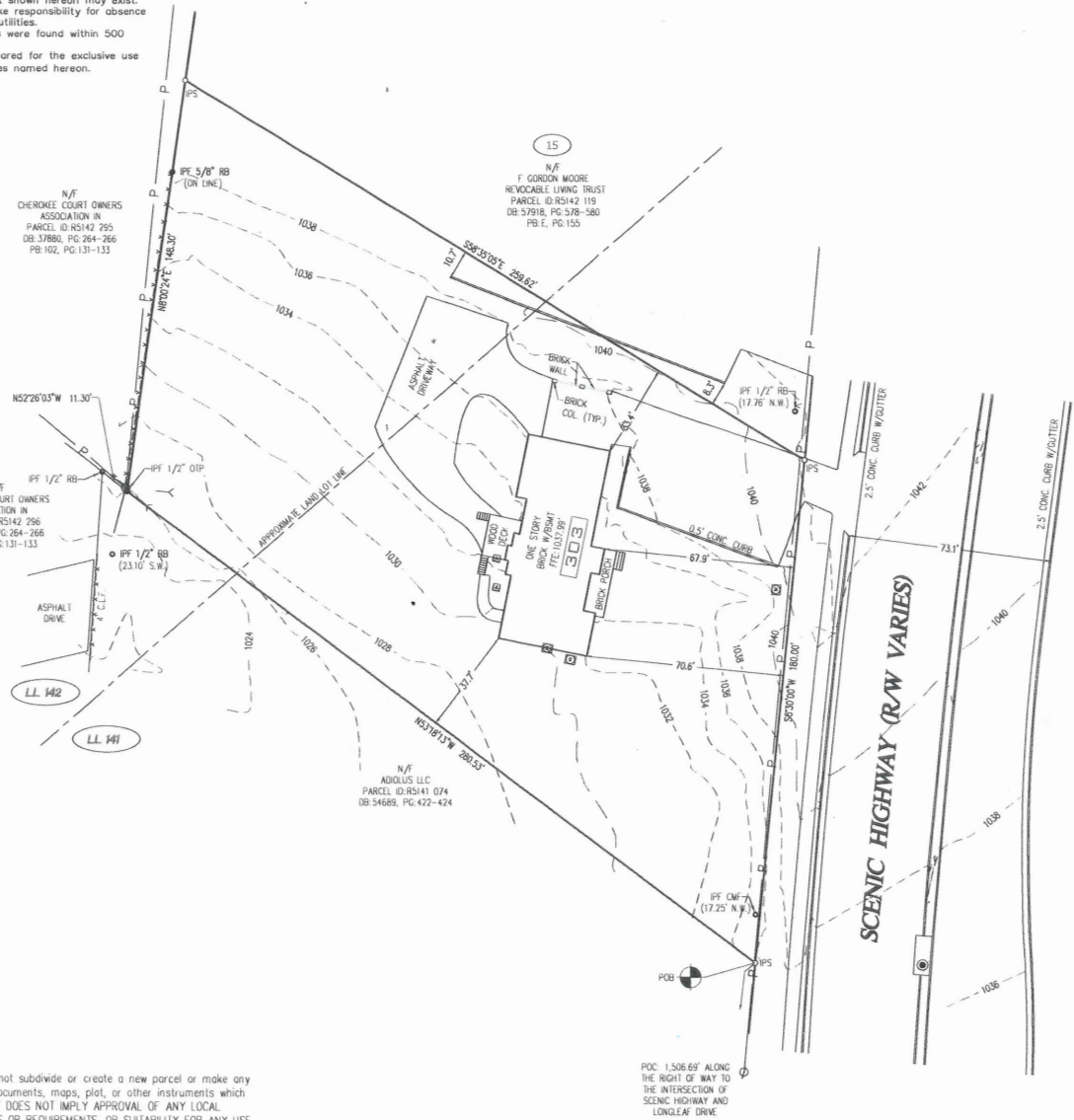
TOTAL AREA: 39,264 SQ FT, 0.901 AC

CALCULATED PLAT CLOSURE: 1 FOOT IN 25,213 FEET

SURVEY DATA:  
 TYPE OF SURVEY: RETRACEMENT  
 SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: DB 59242 PG 15  
 PROPERTY OWNER AT TIME OF SURVEY: PEDRO JOSAPHAT  
 PARCEL NUMBER: R5142 118

REFERENCE: PLAT BOOK E PG 155  
 PLAT BOOK 102 PG 131  
 DEED BOOK 59242 PG 15

FLOOD HAZARD NOTE: THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS DEFINED BY FIRM MAP OF GWINNETT COUNTY, GEORGIA 13135C0086F EFFECTIVE DATE SEPTEMBER 29, 2006



LEGEND

- EQP EDGE OF PAVEMENT (CURB)
- PP POWER POLE
- R/W RIGHT OF WAY
- IPF IRON PIN FOUND
- IPS 1/2" REBAR SET
- SW SIDE WALK
- SOLLARD
- OHP OVERHEAD POWER
- FH FIRE HYDRANT
- CB CATCH BASIN
- MH MANHOLE
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- GM GAS METER
- LP LIGHT POLE
- CONCRETE PAD
- TBX TELEPHONE MARKER
- AC AIR CONDITIONER UNIT
- MB MAIL BOX

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

REVISIONS		
Date	Description	By



COPY RIGHT 2019-THIS IS A 24 DRAWING AND REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

BOUNDARY SURVEY FOR  
 PEDRO JOSAPHAT  
 303 SCENIC HIGHWAY, LAWRENCEVILLE, GEORGIA 30046  
 A PORTION OF LOTS 16 & 17, SECTION A, L.R. MARTIN ESTATE  
 LAND LOT 141 & 142 - 5TH DISTRICT, GWINNETT COUNTY, GEORGIA



Date: 3-29-2023  
 Scale: 1" = 30'  
 Client:  
 Drawn By: JJP  
 Sheet 1 of 1

RZC2023-00050 & SUP2023-00081  
 RECEIVED: MAY 23, 2023  
 PLANNING AND DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE




GEORGIA

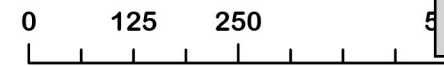
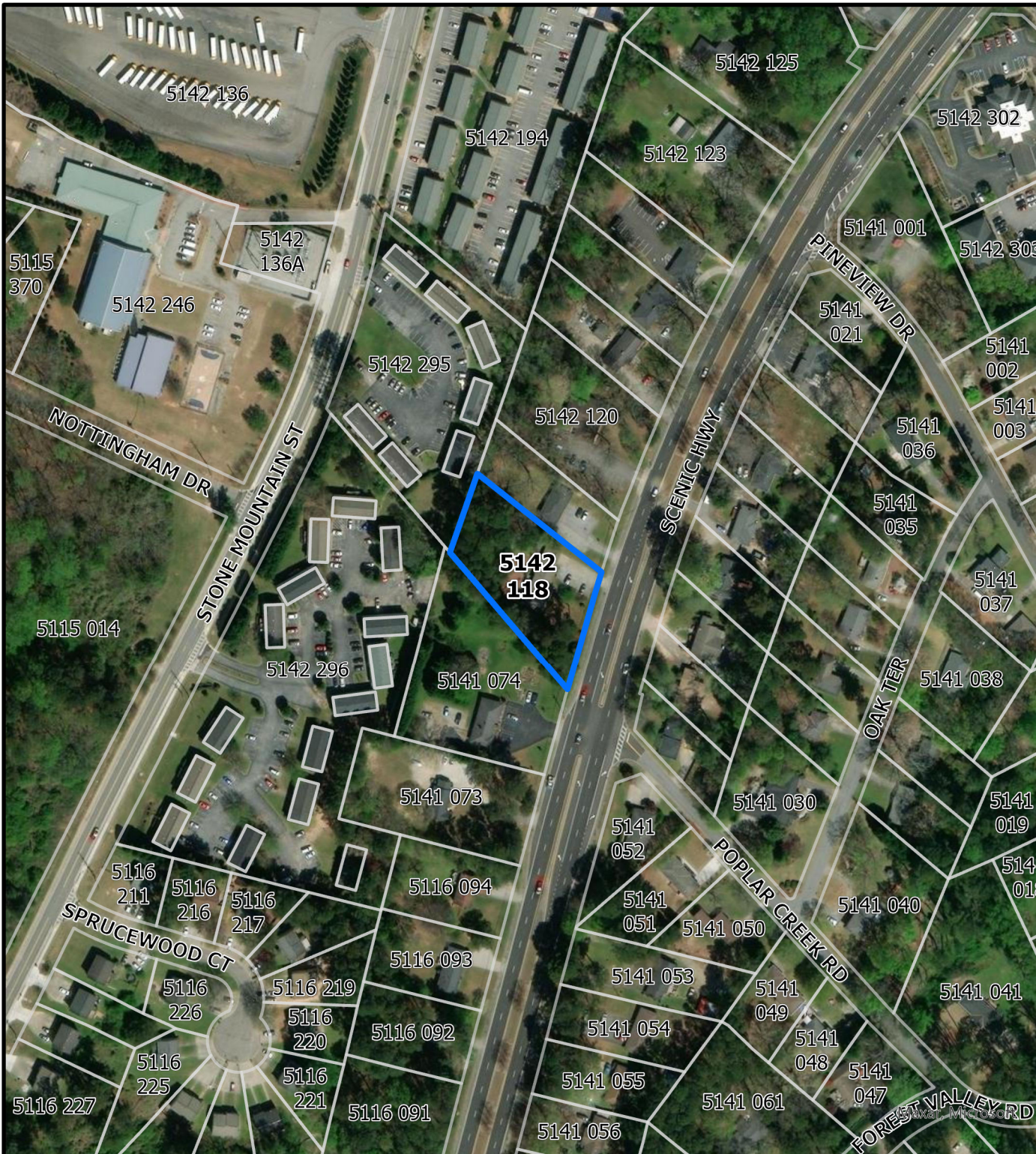
The City of Lawrenceville  
Planning & Development

## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat

-  Parcels
-  Subject Property
-  Lawrenceville City Limits





# LAWRENCEVILLE




GEORGIA

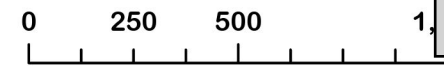
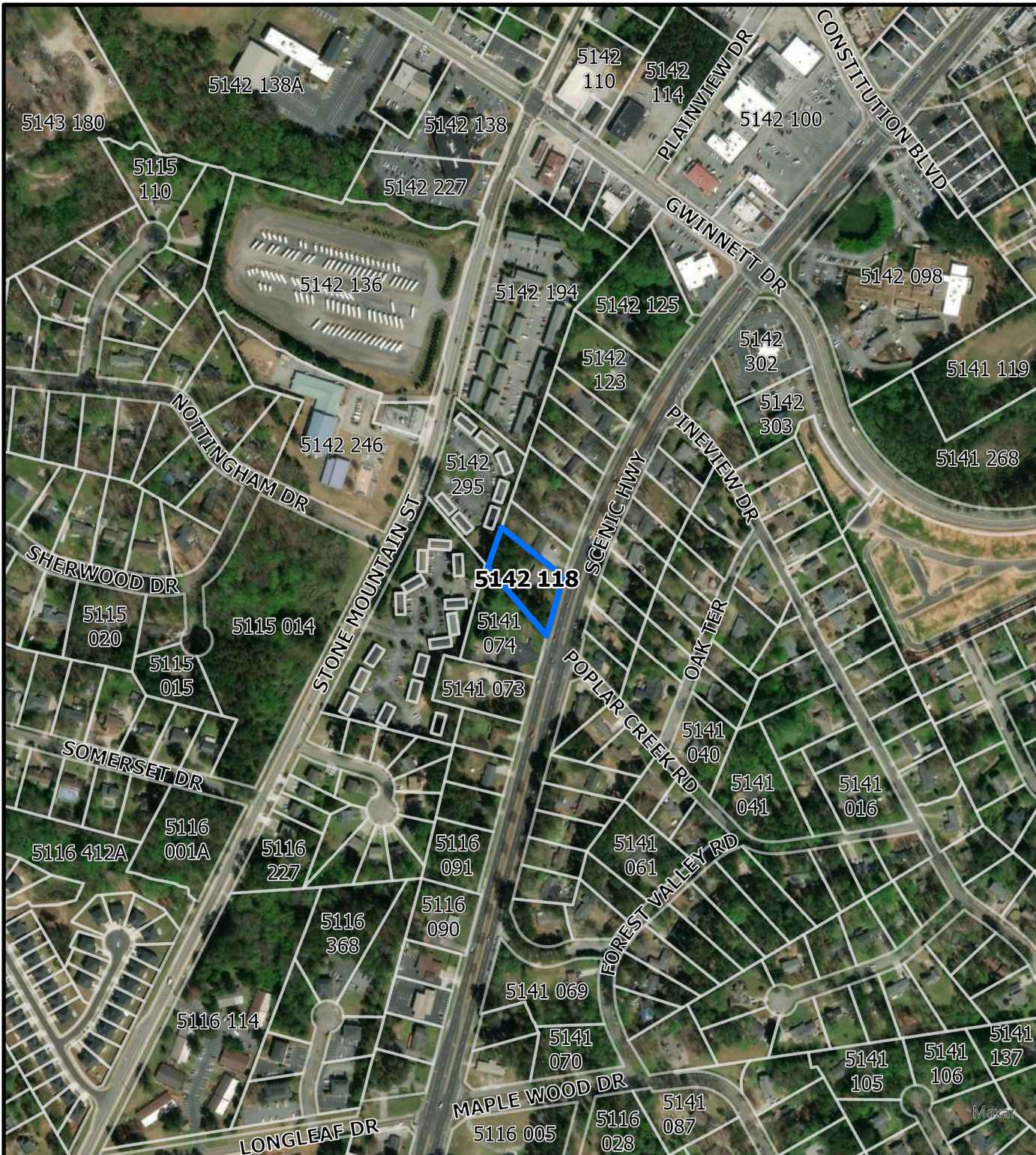
The City of Lawrenceville  
Planning & Development

Location Map & Surrounding Areas

**File # RZC2023-00050**

**Applicant: Pedro Josophat**

-  Parcels
-  Subject Property
-  Lawrenceville City Limits







# LAWRENCEVILLE








GEORGIA

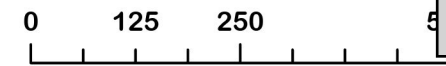
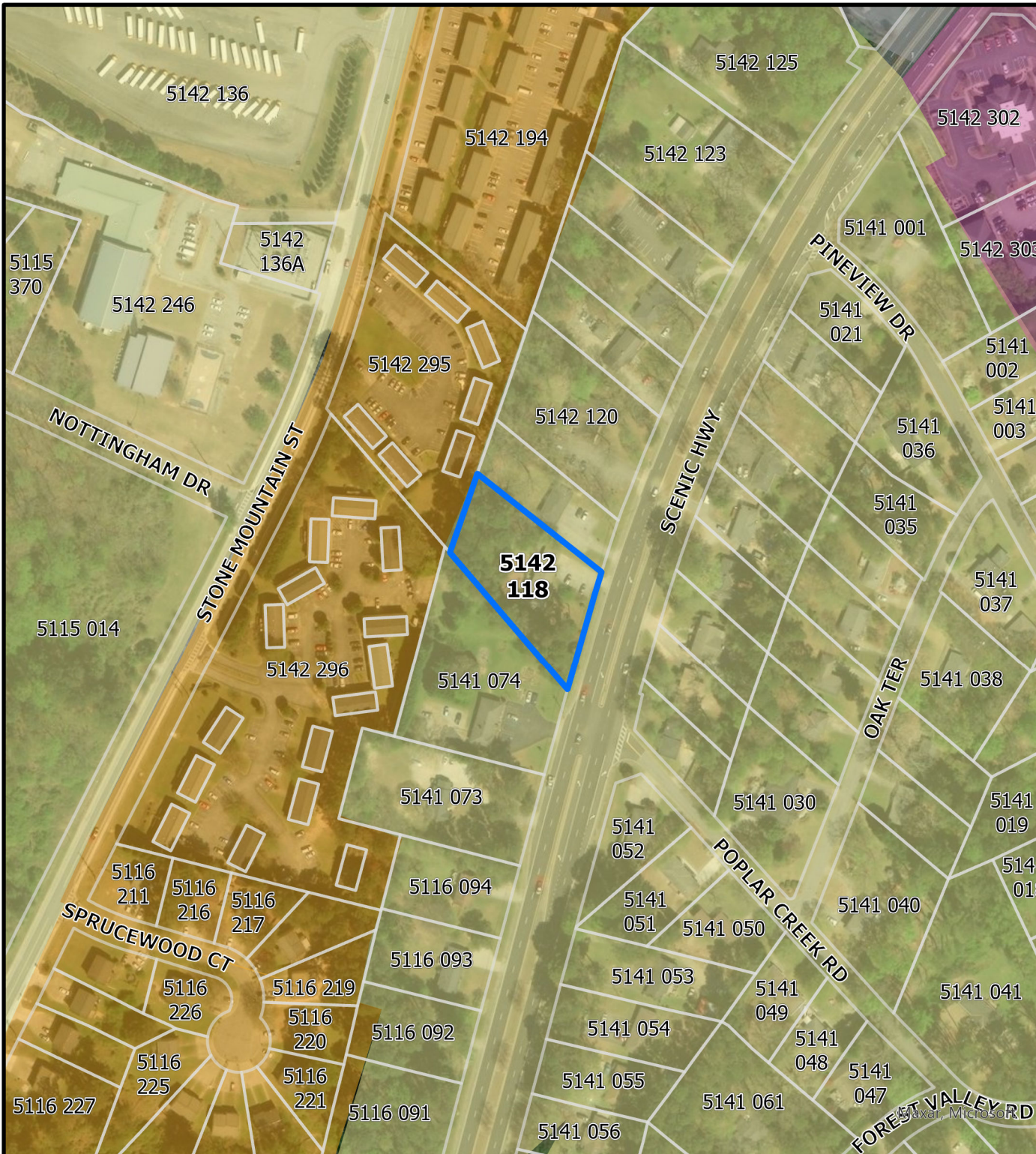
The City of Lawrenceville  
Planning & Development

## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
- Character Areas**
-  Community Mixed Use
-  Traditional Residential
-  Mixed Residential
-  Downtown





# LAWRENCEVILLE








GEORGIA

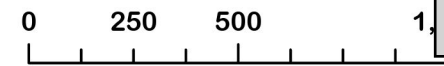
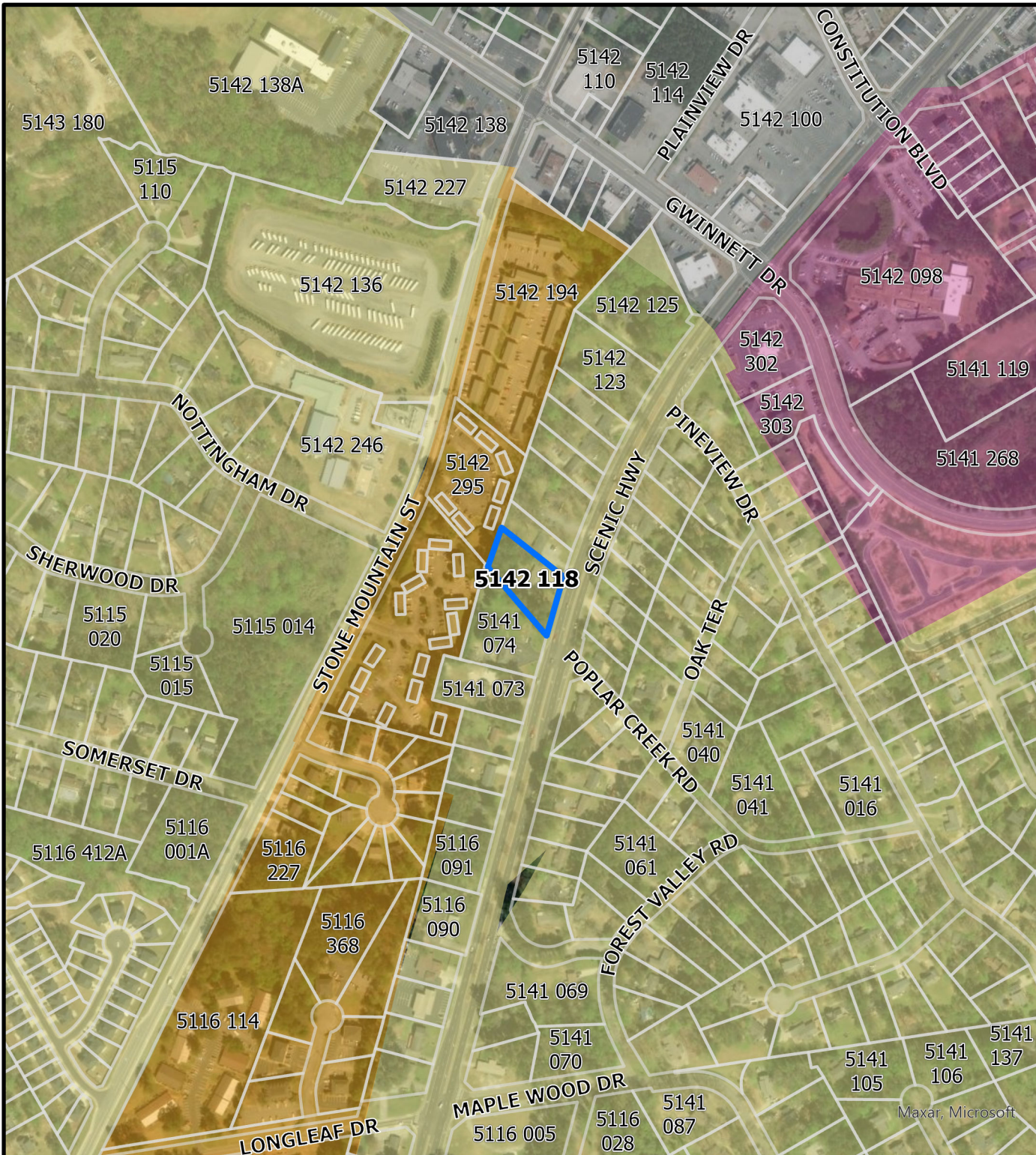
The City of Lawrenceville  
Planning & Development

## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
- Character Areas**
-  Community Mixed Use
-  Traditional Residential
-  Mixed Residential
-  Downtown





# LAWRENCEVILLE





GEORGIA

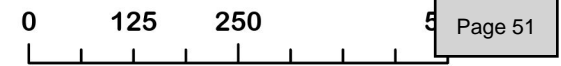
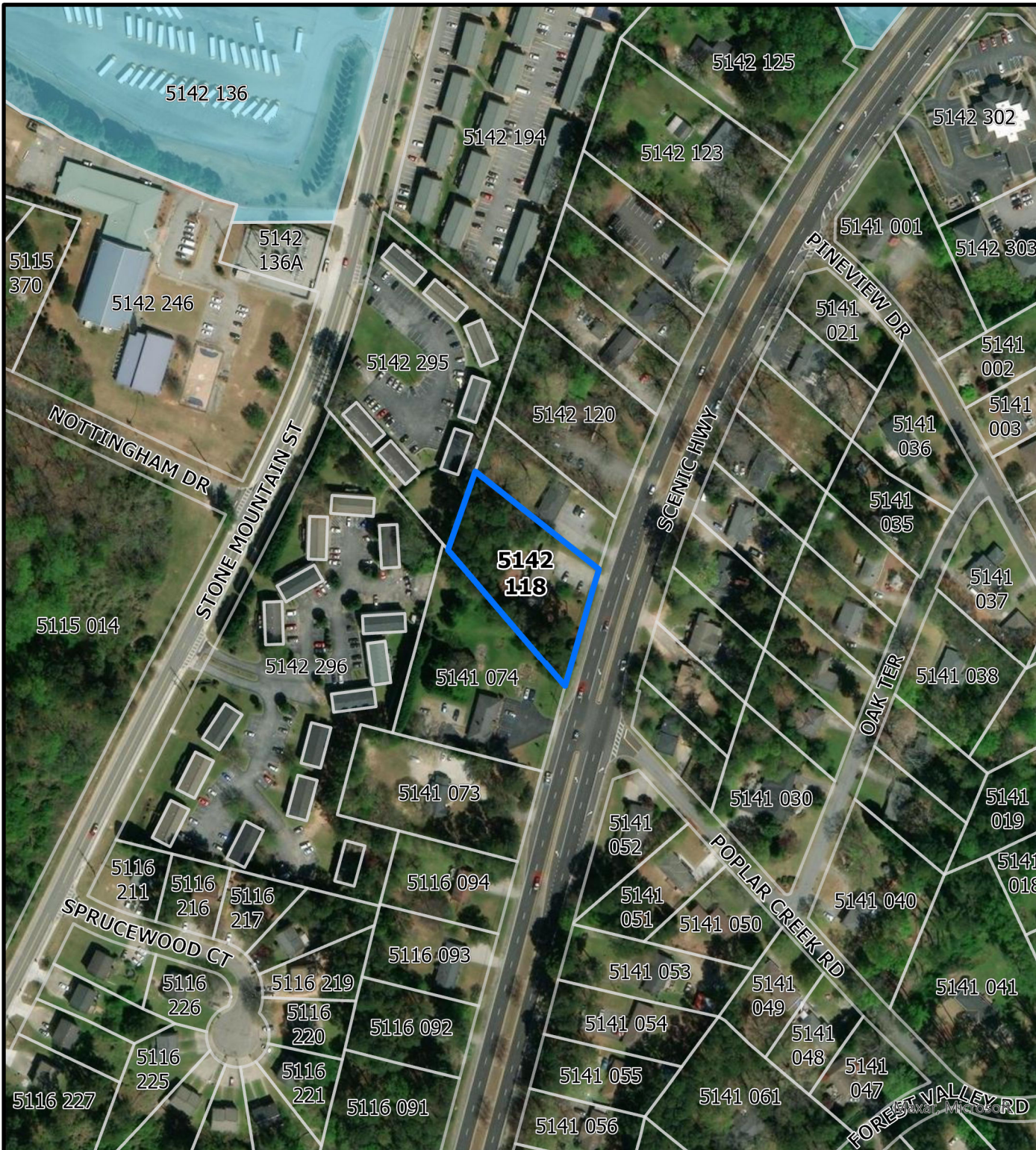
The City of Lawrenceville  
Planning & Development

## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
-  Downtown Development Authority Boundary





# LAWRENCEVILLE





GEORGIA

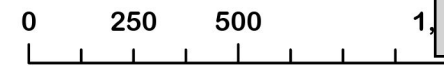
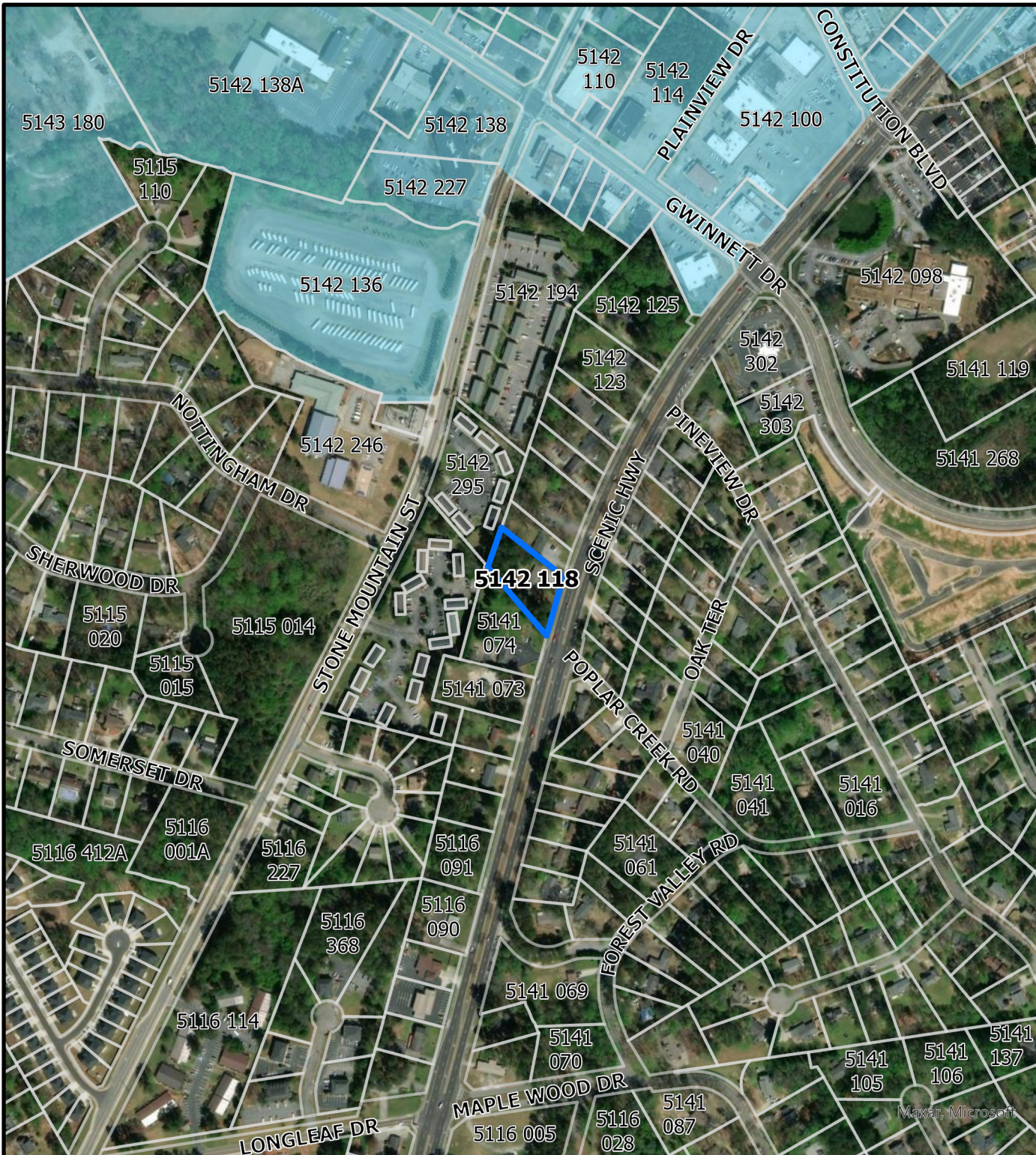
The City of Lawrenceville  
Planning & Development

## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
-  Downtown Development Authority Boundary





# LAWRENCEVILLE








GEORGIA

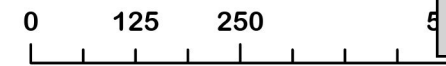
The City of Lawrenceville  
Planning & Development

## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
- Zoning Districts**
-  BG General Business
-  OI Office/Institutional
-  ON Office/Neighborhood
-  RM-12 Multifamily Residential
-  RS-180 Single-Family Residential





# LAWRENCEVILLE

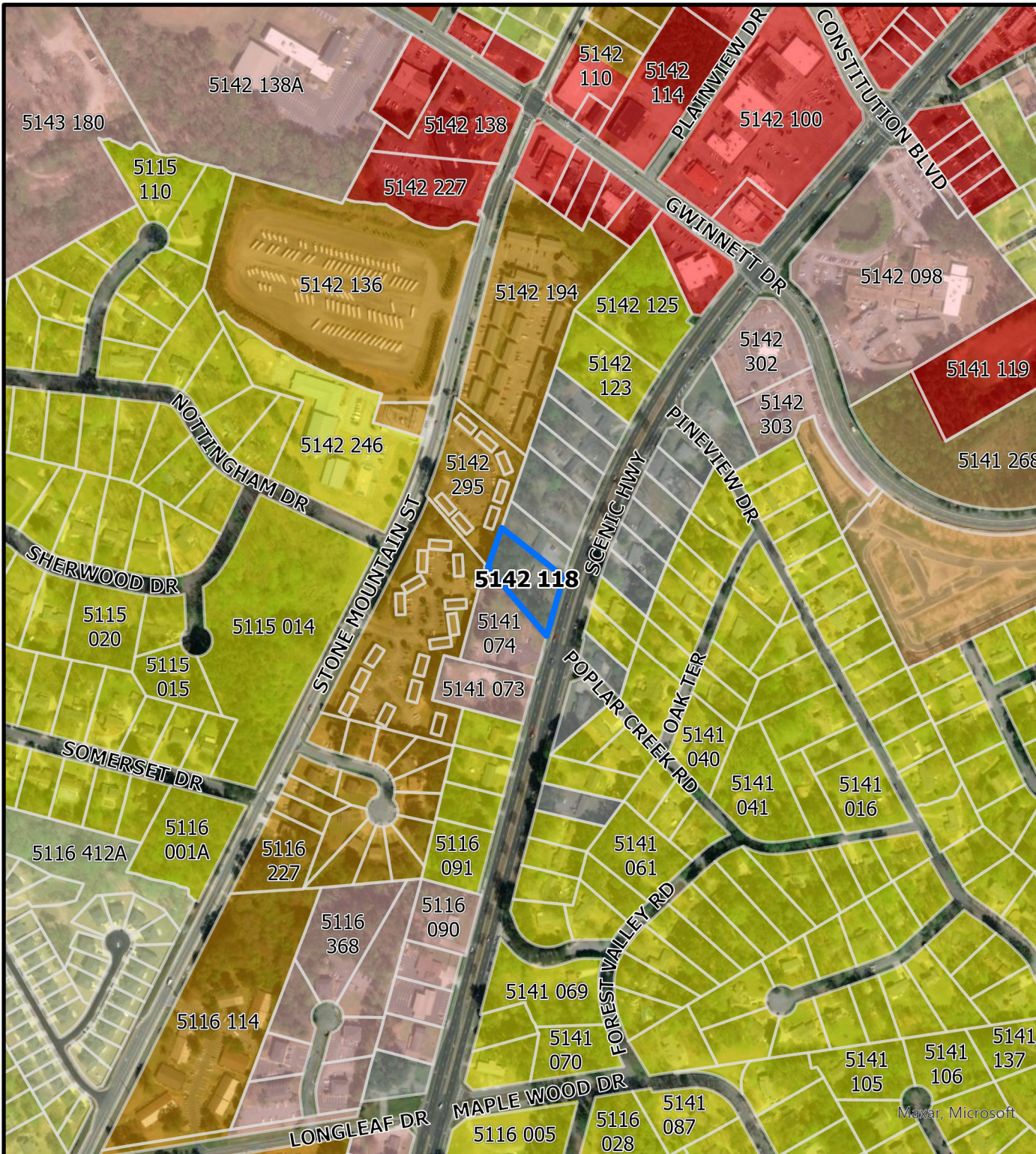
GEORGIA












The City of Lawrenceville  
Planning & Development

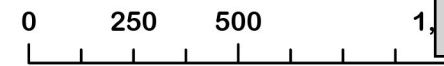
## Location Map & Surrounding Areas

### File # RZC2023-00050

Applicant: Pedro Josophat



-  Parcels
-  Subject Property
-  Lawrenceville City Limits
- Zoning Districts**
-  BG General Business
-  OI Office/Institutional
-  ON Office/Neighborhood
-  RM-12 Multifamily Residential
-  RM-8 Townhouse Residential
-  RS-60 Single-Family Residential
-  RS-150 Single-Family Residential
-  RS-180 Single-Family Residential





# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: COUNCIL REGULAR MEETING  
AGENDA CATEGORY: OLD BUSIENSS

- Item:** Approval of Bond Intent and Reimbursement Resolution
- Department:** Finance
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** N/A
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Approval of Intent and Reimbursement Resolution for bonds to cover electric and gas capital in Fiscal Year 2024.

**Summary:** As part of the Fiscal Year 2024 Budget, Mayor and Council indicated the City would issue bonds to cover the costs of Electric and Gas Capital. The estimated amount of the Bonds will be \$15,000,000. It will take approximately 90 days to work through the legal and financial process to issues bonds. While we are working through these processes the Departments may begin work on their projects; however, in order to used the bonds funds for these interim expenditures, Mayor and Council will need to declare our intent to reimburse ourselves. This resolution declares such intent.

**Attachments/Exhibits:** Resolution

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

**OFFICIAL INTENT RESOLUTION TO ISSUE BONDS FOR  
UTILITY SYSTEM CAPITAL**

**WHEREAS**, the City of Lawrenceville (the “City”) expects to request the Lawrenceville Building Authority to issue tax-exempt revenue bonds (the “Bonds”) in an aggregate principal amount not presently expected to exceed \$15,000,000 to finance the costs of acquiring, constructing, and installing various capital improvements to the City’s natural gas and electric distribution systems, including, without limitation, land acquisition for facilities relocation and related improvements (the “Project”); and

**WHEREAS**, the City has used or will use, before the issuance of the Bonds, moneys in one or more of its General Fund, its Gas System Fund, and its Electric System Fund (collectively, the “Funds”) to pay expenditures related to the Project and reasonably expects to use proceeds of the Bonds to reimburse the Funds for these expenditures; and

**WHEREAS**, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Bonds to reimburse the Funds for moneys used to pay expenditures related to the Project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lawrenceville, Georgia and it is hereby resolved by authority of the same, as follows:

- 1. The City declares its intent to use proceeds of the Bonds to reimburse the Funds for moneys used to pay expenditures related to the Project.
- 2. This Resolution shall take effect immediately upon its adoption.

**PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE** this 28th day of August 2023.

**CITY OF LAWRENCEVILLE,  
GEORGIA**

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

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



**CITY CLERK’S CERTIFICATE**

I, **KAREN PIERCE**, the duly appointed, qualified, and acting City Clerk of the City of Lawrenceville, Georgia (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on August 28, 2023, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of \_\_\_\_ Yea and \_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

**GIVEN** under my hand and the seal of the City, this \_\_\_\_ day of August 2023.

(SEAL)

\_\_\_\_\_  
City Clerk, City of Lawrenceville, Georgia



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: REGULAR MEETING, AUGUST 28<sup>TH</sup>, 2023  
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Resolution to Appoint Municipal Electrical Authority of Georgia (MEAG) Voting Delegates
- Department:** Electric
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** Not Applicable
- Presented By:** Huston Gillis, Electric Department Director
- Action Requested:** Approve the Resolution appointing the Municipal Electric Authority of Georgia voting Delegates.

**Summary:** This is a resolution to update and appoint new voting delegates for the Municipal Electric Authority of Georgia (MEAG).

**Attachments/Exhibits:**  
MEAG Delegates

RESOLUTION \_\_\_\_\_

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lawrenceville hereby appoints Huston Gillis to serve as the voting delegate and Jim Wright to serve as the alternate voting delegate.

**IT IS SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest:

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



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 28, 2023

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
- Department:** City Manager
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** \$2,400,000.00 loan extended until December 31, 2023
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve an amendment to the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the extension of the due date for a hotel loan originally approved August 12, 2020

**Summary:** The City entered into an Intergovernmental Agreement with the Downtown Development Authority on August 12, 2020 to provide a loan of \$2,400,000.00 to bridge a gap between the completion of the parking deck under construction within the City and the start of hotel construction by RIO Lawrenceville, LLC. This amendment will extend the due date for this loan until December 31, 2023.

**Fiscal Impact:** Loan of \$2,400,000.00 with an interest rate of no less than 6% to be paid in full on or before December 31, 2023.

**Attachments/Exhibits:** Hotel Loan IGA 6th Amendment.doc

**SIXTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

**Hotel Loan**

This SIXTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“IGA AMENDMENT ”) is made and entered into as of the 28th day of August, 2023, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

**CITY OF LAWRENCEVILLE, GEORGIA**

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

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

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

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA**

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

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

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

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 28, 2023

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Acquisition of land along Maltbie Street from the Lawrenceville Housing Authority
- Department:** City Administration
- Date of Meeting:** Monday, August 28, 2023
- Fiscal Impact:** \$15,000
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approval of the purchase of 0.104 acres of land from the Lawrenceville Housing Authority for \$15,000 and authorize the Mayor to sign any documents upon the approval of the Purchase and Sale Agreement with the City Attorney

**Summary:** The City approached the Lawrenceville Housing Authority to inquire about their interest in selling a small strip of land along Maltbie Street. The strip of land is not useable to the Lawrenceville Housing Authority but can be used as additional ROW for Maltbie Street. It should be noted that the City currently has a permanent easement on the property for landscaping and to construct the decorative signs on Perry Street. The Lawrenceville Housing Authority has voted to approve this acquisition at their board meeting the week of August 14, 2023.

**CONTRACT FOR PURCHASE AND SALE**

STATE OF GEORGIA  
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **LAWRENECVILLE HOUSING AUTHORITY** (hereinafter called “Seller”), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called “Buyer” or “Purchaser”) a Georgia Municipal Corporation.

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy approximately 0.104 acres of property outlined in the minor subdivision plat by Precision Planning dated 05/19/2023 as Tract Two together with all rights, members, appurtenances and improvements thereto set forth herein.

2. Purchase Price.

(a) The purchase price for the said property shall be FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00).

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

3. Seller’s Warranties and Representations.

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

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic’s liens affecting all or any part of the Property.



- iv) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Buyer. Buyer acknowledges that Seller may encumber the Property provided that the encumbrance contains a provision that the Property will be released free and clear of encumbrance at or before closing for an amount less than the Purchase Price.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vi) there are no encroachments upon the Property.
- vii) there are no deed restrictions or covenants that affect or apply to the Property.
- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.
- x) to the best of Seller’s knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property and Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state “Superfund” or “Superlien” list.
- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to

the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on or in such close proximity to the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through and until December 29, 2023, Buyer and Buyer’s engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer’s intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer’s agents inspecting or testing the property pursuant to this paragraph. This period shall be deemed the Inspection Period.

(b) Seller shall provide Buyer copies of all engineering reports, soil and percolation test reports, environmental studies or analyses, feasibility studies, surveys, and other documents, permits, title and hazardous insurance policies, or agreements affecting the Property to the extent that Seller has any of these in its possession within seven (7) business days following the Effective date of the Agreement.

5. Objections to Title.

On or before December 29, 2023 Buyer shall deliver to Seller a statement of any objections to Seller’s title and Seller shall have a reasonable period of time, not to exceed thirty days, to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Agreement and recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than January 31, 2024, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

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

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

(c) Ad valorem taxes shall be prorated as of the date of closing.

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

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and all earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). The Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer should have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

The Seller and Buyer hereby warrant and covenant that they do not have any real estate brokers or agents involved in this transaction representing either party. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Notices.

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

**BUYER:** City of Lawrenceville, Georgia  
70 S Clayton St  
P.O. Box 2200  
Lawrenceville, Georgia 30046  
Attention: Chuck Warbington, City Manager

**Copy To:** Pereira, Kirby, Kinsinger & Nguyen, LLP  
P.O. Box 1250  
Lawrenceville, GA 30046  
Attention: Lawrenceville City Attorney  
Email: [fhartley@pkknlaw.com](mailto:fhartley@pkknlaw.com) and [lthompson@pkknlaw.com](mailto:lthompson@pkknlaw.com)

**SELLER:** Lawrenceville Housing Authority

11. Miscellaneous.

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

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

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

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent

jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Agreement shall be deemed to be severable from all other provisions.

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

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

12. Modification of Contract.

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

13. Entire Contract.

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

14. Mutual Drafting.

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

15. Survival of Contract.

This Agreement shall not be merged into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the property shall survive the closing.

16. Special Stipulations

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

This Contract is agreed to this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

This Contract is agreed to this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
LAWRENCEVILLE HOUSING AUTHORITY

CITY OF LAWRENCEVILLE, GEORGIA

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

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

GENERAL NOTES:

- 1. WATER SERVICE PROVIDED BY GWINNETT COUNTY.
2. ALL LOTS SERVED BY GWINNETT COUNTY SANITARY SEWER.
3. LOTS SHOWN HEREON MAY NOT BE RESUBDIVIDED EXCEPT THROUGH THE SUBDIVISION PROCESS OF THE CITY OF LAWRENCEVILLE DEVELOPMENT ORDINANCE IN EFFECT AT THAT TIME.

CERTIFICATION OF CITY ENGINEER

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY ENGINEER AND IS APPROVED, SUBJECT TO THE INSTALLATION OF STREETS, UTILITIES, AND OTHER IMPROVEMENTS IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS.

DATED THIS \_\_\_ DAY OF \_\_\_ 20\_\_

FOR THE CITY OF LAWRENCEVILLE, GA.

CERTIFICATION OF PLANNING DIRECTOR

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE LAND USE PLAN, AND THE CITY OF LAWRENCEVILLE SUBDIVISION AND ZONING REGULATIONS.

DATED THIS \_\_\_ DAY OF \_\_\_ 20\_\_

(PLANNING DIRECTOR)

FINAL PLAT APPROVAL CERTIFICATION

THIS FINAL PLAT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE ZONING REQUIREMENT, SUBDIVISION REGULATIONS AND OTHER APPLICABLE CODES AND ORDINANCES, AND HAS BEEN APPROVED BY THE CITY OF LAWRENCEVILLE FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF GWINNETT COUNTY.

(FOR THE CITY OF LAWRENCEVILLE, GA.)

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHO IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATED TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSE AND CONSIDERATIONS HEREIN EXPRESSED.

OWNER \_\_\_\_\_

CERTIFICATION OF CITY

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY AND IS APPROVED, SUBJECT TO THE INSTALLATION OF STREETS, UTILITIES, AND OTHER IMPROVEMENTS IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS.

DATED THIS \_\_\_ DAY OF \_\_\_ 20\_\_

(FOR THE CITY OF LAWRENCEVILLE, GA.)

SURVEYOR'S ACKNOWLEDGEMENT

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS FUTURE, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT, BY:

SIGNATURE OF REGISTERED GA LAND SURVEYOR DATE:
DONALD E. JAMES
REGISTERED GA. LAND SURVEYOR, NO. 3450

SURVEYOR:
PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GEORGIA 30046
CONTACT: DONNY JAMES
PHONE: (770) 338-8000
EMAIL: 522DJ@PPI.US

PROPERTY INFORMATION:

181 MALTBIE STREET, LAWRENCEVILLE, GEORGIA 30046
A PORTION OF TAX PARCEL: 5146E 019
ZONING: RM12
ZONING INFORMATION TAKEN FROM CITY OF LAWRENCEVILLE ZONING MAPS.

PLAT & DEED REFERENCES:

ALL DEED & PLAT REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF GWINNETT COUNTY, GEORGIA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO RETRACE THE BOUNDARY LINES OF THE SUBJECT PROPERTY AND THE ADJOINERS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION BY THE SURVEYOR. MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.

SURVEY NOTES:

- 1) ALL AREA INCLUDES EASEMENTS WITHIN.
2) 1/2" REBAR WITH YELLOW PLASTIC CAP, LABELED PPI PROPERTY CORNER LSF 313 SET AT ALL PROPERTY CORNERS AS DENOTED IPS, UNLESS OTHERWISE NOTED.
3) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
4) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-47 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

EQUIPMENT USED:

A TRIMBLE S8 ROBOTIC TOTAL STATION & A CARLSON BRX7 GNSS MULTI-FREQUENCY (L1,L2 & L5) RECEIVER, CONNECTED TO THE 6PPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

FIELD CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 81,755 & AN ANGULAR ERROR OF 0.9 SECONDS PER ANGLE POINT & WAS ADJUSTED USING LEAST SQUARES.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 271,020 FEET.

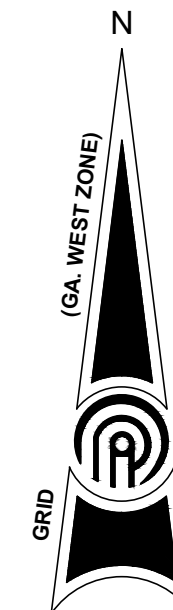
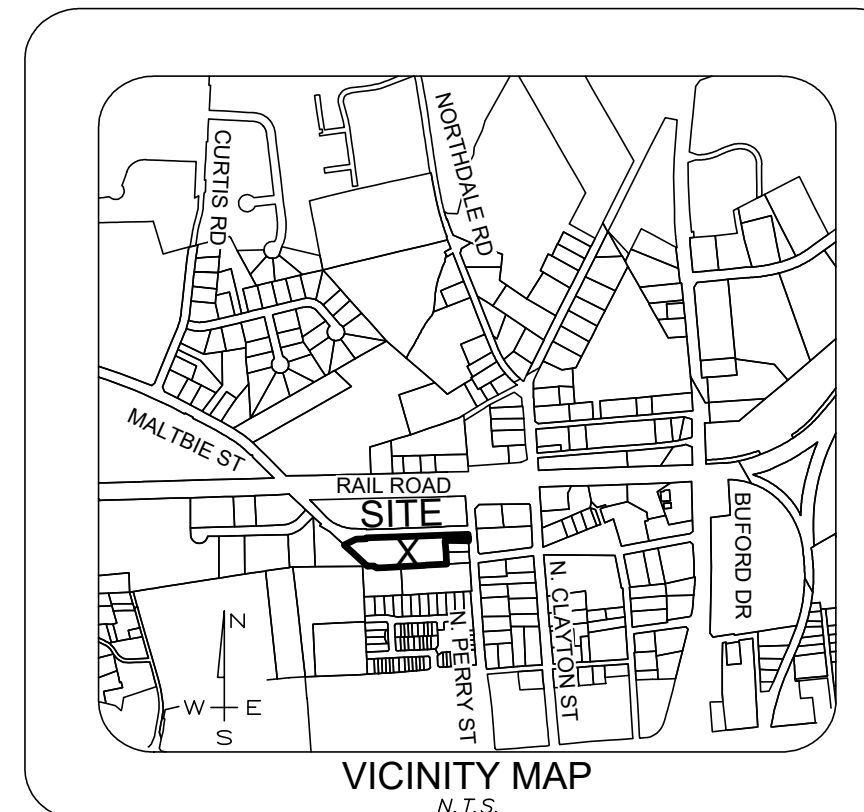
HORIZONTAL & VERTICAL DATUM:

HORIZONTAL: NORTH AMERICAN DATUM OF 1983(2011) GEORGIA STATE PLANE, WEST ZONE
VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988. ORTHOMETRIC HEIGHTS WERE COMPUTED USING GEOID 18.
UNIT OF MEASUREMENTS IS U.S. SURVEY FOOT.
DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.
THE DATUMS FOR THIS SURVEY WERE ESTABLISHED UTILIZING GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK (VRS) PROVIDED BY 6PPS SOLUTIONS.

FLOOD NOTE:

BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL 13135C0073F & 13135C0074F, DATED SEPTEMBER 29, 2006.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.



OWNER/DEVELOPER
LAWRENCEVILLE HOUSING AUTHORITY
CONTACT:
PHONE:
EMAIL:

CRD: 18223

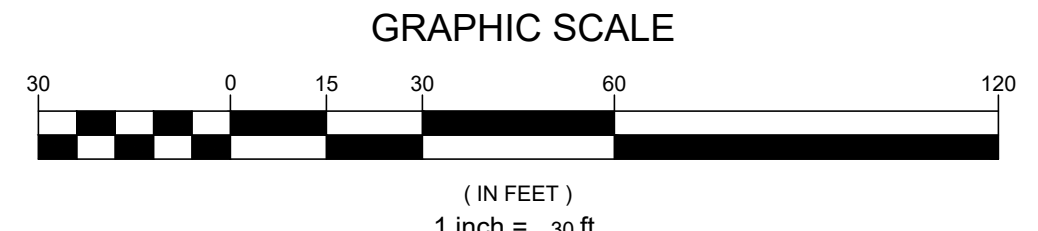
FILE PATH: E:\PROJECTS\2023\23075-SV-LAWRENCEVILLE - MALTBIE AT N. FERRY\DWG\SURVEY\23075-MINOR SUBDIVISION PLAT.DWG - DONNY JAMES

LEGEND table with symbols and descriptions for various features like iron pin found, concrete monument, curb & gutter, etc.

ZONING NOTES:
RM-12 MULTIFAMILY RESIDENTIAL DISTRICT
-MINIMUM LOT AREA: 5 ACRES.
-MINIMUM LOT WIDTH: ONE HUNDRED (100) FEET.
-MINIMUM DWELLING SIZE: STUDIO 650 SQ. FT., 1 BEDROOM 800 SQ. FT., 2 BEDROOM 1000 SQ. FT. & 3 BEDROOM 1200 SQ. FT.
-MAXIMUM HEIGHT OF BUILDING: THIRTY FIVE (35) FEET.
-MINIMUM FRONT YARD: FIFTY (50) FEET.
-MINIMUM REAR YARD: FORTY (40) FEET.
-MINIMUM SIDE YARD: TWENTY FIVE (25) FEET.

SURVEYOR CERTIFICATION
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PROPERTY. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

AREA SUMMARY
LOT ONE = 1.929 ACRES
LOT TWO = 0.104 ACRES
TOTAL ACRES = 2.033 ACRES



THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON PURSUANT TO RULE 1804-69 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE TERM "CERTIFY" OR "CERTIFICATION RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

PERMANENT STRUCTURES AND TREES NOT ALLOWED IN SANITARY SEWER EASEMENTS ACCORDING TO CURRENT GWINNETT COUNTY POLICY.
CLEANOUTS ARE TO BE MAINTAINED AT GRADE, AND ARE THE PROPERTY OWNER'S RESPONSIBILITY TO ENSURE ACCESSIBILITY AT ALL TIMES.

CITY OF LAWRENCEVILLE ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED PLAN. CITY OF LAWRENCEVILLE DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OF PIPES IN DRAINAGE EASEMENTS BEYOND THE CITY RIGHT-OF-WAY.

Administrative and title block containing: DRAFT, STAMP, PRECISION Planning Inc. logo, CITY OF LAWRENCEVILLE, PLAT 2023-00000, SHEET TITLE, DATE 5/19/2023, PROJECT NO. S23075, and 1 OF 1.