



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL SPECIAL CALL AGENDA

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Wednesday, January 15, 2025  
4:40 PM

Council Chambers  
70 S. Clayton St, GA 30046

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#### **Call to Order**

#### **Approval of Agenda**

#### **Council Business**

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

- [1.](#) Ordinance to Set and Publish Qualifying Fees for 2025 / Ordenanza para establecer y publicar tarifas de calificación para 2025
- [2.](#) Resolution to include Lawrenceville municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan
- [3.](#) Memorandum of Understanding (MOU) with Aurora Theatre to Reduce Lease Payment for 2024
- [4.](#) Intergovernmental Agreement (IGA) with Downtown Development Authority for Grizzly Parkway Remnant Parcels

#### **Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: SPECIAL CALL, JANUARY 15, 2025

AGENDA CATEGORY: COUNCIL BUSINESS

|                          |                                                                                                                                                                                                                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Ordinance to Set and Publish Qualifying Fees for 2025 / Ordenanza para establecer y publicar tarifas de calificación para 2025                                                                                                                                                      |
| <b>Department:</b>       | City Clerk                                                                                                                                                                                                                                                                          |
| <b>Date of Meeting:</b>  | Wednesday, January 15, 2025                                                                                                                                                                                                                                                         |
| <b>Fiscal Impact:</b>    | TBD                                                                                                                                                                                                                                                                                 |
| <b>Presented By:</b>     | Karen Pierce, City Clerk                                                                                                                                                                                                                                                            |
| <b>Action Requested:</b> | Approve an Ordinance to set and direct publication of qualifying fees for the November 4, 2025, Municipal Election. / Aprobar una Ordenanza para establecer y dirigir la publicación de las tarifas de calificación para las Elecciones Municipales para el 4 de noviembre de 2025. |

**Summary:** The qualifying dates and fees must be set and published by February 1st of each election year in accordance with O.C.G.A. § 21-2-131. Candidates must pay to the City a qualifying fee in the amount of \$378.00 for the office of City Council Member which is 3% of the current salary. Qualifying will be held beginning at 8:30am on Monday, August 18, 2025, and will run until 4:30 pm on Wednesday, August 20, 2025. The office will be closed each day between 12:00 pm and 1:00 pm.

**Resumen:** Las fechas de calificación y las tarifas deben establecerse y publicarse antes del 1 de febrero de cada año electoral de acuerdo con O.C.G.A. § 21-2-131. Los candidatos deben pagar a la Ciudad una cuota de calificación por la cantidad de \$378.00 para el cargo de Concejal, que es el 3% del salario actual. La calificación se realizará a partir de las 8:30 a.m. del lunes 18 de agosto de 2025 y se extenderá hasta las 4:30 p.m. del miércoles 20 de agosto de 2025. La oficina permanecerá cerrada todos los días entre las 12:00 y las 13:00 horas.

#### Attachments/Exhibits:

- Publication Notice, Ordinance

#### Anexos:

- Aviso de publicación, Ordenanza

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

### 2025 ELECTION – APPOINTMENTS/QUALIFYING DATES & FEES

**WHEREAS**, the regularly scheduled municipal election for the City of Lawrenceville is scheduled for November 4, 2025; and

**WHEREAS**, the terms of offices for; Post 3, currently held by Council Member Austin Thompsom; and Post 4 currently held by Council Member Marlene Taylor-Crawford will end on January 1, 2025 and their successors are required to be elected in the municipal election scheduled for November 4, 2025; and

**WHEREAS**, it is necessary for the City Council to fix and publish the qualifying fees for these offices and to make other provisions for the municipal election; and

**WHEREAS**, the Georgia Municipal Election Code requires that the Mayor and Council appoint certain officials prior to the election scheduled for November 4, 2025, including, but not limited to, properly publishing a public notice to notify the public of said election. The City Clerk and/or the Election Superintendent shall take such other actions as necessary and appropriate to make certain that the election is conducted in accordance with, and in conformity with, the laws of the State of Georgia, the Lawrenceville City Charter, and Lawrenceville Ordinances.

**NOW THEREFORE**, the City Council of the City of Lawrenceville hereby ordains that City Clerk Karen Pierce is hereby appointed to the position of Municipal Superintendent; the Gwinnett Board of Registration and Election is hereby appointed as Chief Registrar. The Assistant Superintendent and Absentee Ballot Clerk, Assistant Absentee Ballot Clerk, Poll Manager and Assistant Poll Manager and Poll Workers to be appointed by the Superintendent of Elections at a later date.

**THE CITY COUNCIL OF THE CITY OF LAWRENCEVILLE FURTHER ORDAINS** that all persons desiring to run for the offices of City Council Members shall qualify in the office of the City Clerk of the City of Lawrenceville located at 70 South Clayton Street, Lawrenceville, Georgia 30046, beginning at 8:30 a.m. on Monday, August 18<sup>th</sup>, 2025, and ending at 4:30 p.m. on Wednesday, August 20<sup>th</sup>, 2025. The office will be closed each day between 12:00 pm and 1:00 pm. Those who desire to run for the position of Mayor & Council Member shall pay a qualifying fee of \$378.00 for City Council. When qualifying, the candidate shall designate whether they seek the position of Mayor & Council member presently held by the incumbents; Austin Thompson (Post 3), or Marlene Taylor-Crawford (Post 4). All qualifying fees shall be paid at the time of qualifying and shall be paid by cash or check.

**IT IS SO ORDERED** this 15 day of January 2025.

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

Attest:

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

## ORDENANZA \_\_\_\_\_

### ELECCIÓN 2025 – NOMBRAMIENTOS/FECHAS DE CALIFICACIÓN Y TARIFAS

**CONSIDERANDO**, que las elecciones municipales programadas regularmente para la ciudad de Lawrenceville están programadas para el 4 de noviembre de 2025; y

**CONSIDERANDO**, que los mandatos de; alcalde, puesto 1, actualmente ocupado por el concejal Glenn Martin; y puesto 2 actualmente ocupado por la concejal Victoria Jones terminan el 1 de enero de 2025 y se requiere que sus sucesores sean elegidos en las elecciones municipales programadas para el 4 de noviembre de 2025; y

**CONSIDERANDO**, que es necesario que el concejo municipal fije y publique las tarifas de calificación para estos cargos y tome otras disposiciones para la elección municipal; y

**CONSIDERANDO**, que el código electoral municipal de Georgia requiere que el alcalde y el concejo designen ciertos funcionarios antes de la elección programada para el 4 de noviembre de 2025, lo que incluye, entre otros, la publicación adecuada de un aviso público para notificar al público sobre dicha elección. El secretario municipal y/o el superintendente de elecciones tomarán las demás medidas que sean necesarias y apropiadas para garantizar que la elección se lleve a cabo de acuerdo y en conformidad con las leyes del estado de Georgia, los estatutos de la ciudad de Lawrenceville y las ordenanzas de Lawrenceville.

**POR LO TANTO**, el concejo municipal de la ciudad de Lawrenceville ordena por la presente que la secretaria municipal Karen Pierce sea nombrada para el cargo de superintendente municipal; la Junta de registro y elección de Gwinnett queda designada como registradora principal. El superintendente auxiliar y secretario de votación en ausencia, asistente del secretario de votación en ausencia, el encargado de la votación y el asistente del encargado y los trabajadores electorales serán designados por el superintendente de elecciones en una fecha posterior.

**EL CONCEJO MUNICIPAL DE LA CIUDAD DE LAWRENCEVILLE ORDENA ADEMÁS** que todas las personas que deseen postularse para los cargos de miembros del concejo municipal deben calificar en la oficina de la secretaria municipal de la Ciudad de Lawrenceville ubicada en 70 South Clayton Street, Lawrenceville, Georgia 30046, comenzando a las 8:30 a.m. el lunes 18 de agosto de 2025, y finalizando a las 4:30 p.m. el miércoles 20 de agosto de 2025. La oficina permanecerá cerrada todos los días entre las 12:00 y las 13:00 horas. Aquellos que deseen postularse para el cargo de alcalde y concejal deberán pagar una tarifa de calificación de \$378.00 para concejo municipal. Al calificar, el candidato deberá designar si busca el puesto de alcalde o miembro del concejo que actualmente ocupan los titulares; Austin Thompson (puesto 3) o Marlene Taylor-Crawford (puesto 4). Todas las tarifas de calificación se pagarán en el momento de la calificación y se pagarán en efectivo o con cheque.

**ASÍ SE ORDENA** este día 15 de enero de 2025.

\_\_\_\_\_  
David R. Still, Alcalde

Doyfe:

\_\_\_\_\_  
Karen Pierce, secretaria municipal

PUBLIC NOTICE OF QUALIFICATION FEES FOR MUNICIPAL GENERAL ELECTION

CITY OF LAWRENCEVILLE, GEORGIA

Notice is hereby given for a municipal general election to be held at the Lawrenceville City Hall, 70 South Clayton Street, Lawrenceville, Georgia, on Tuesday, November 4, 2025, to elect two (2) members of the City Council. Pursuant to O.C.G.A. § 21-2-132(3)(a), all persons desiring to run for office shall qualify in the office of the Municipal Election Superintendent (City Clerk), on the fourth floor of Lawrenceville City Hall beginning 8:30am on Monday, August 18, 2025, and ending at 4:30 pm Wednesday, August 20, 2025. The office will be closed each day between 12:00 pm and 1:00 pm.

Those residing within the city limits of Lawrenceville seeking to qualify as candidates in the election must file a Notice of Candidacy and pay a qualifying fee equal to 3% of the annual salary of the office sought: \$378.00 for the office of Council Member. Such notice of candidacy requires filers to designate whether the candidate seeks the position of Council Member Post 3 (currently held by Austin Thompson), or Council Member Post 4 (currently held by Marlene Taylor-Crawford). All qualifying fees shall be paid at the time of qualifying.

Karen Pierce, Election Superintendent  
City of Lawrenceville

This 22 day of January, 2025.

AVISO PÚBLICO DE TARIFAS DE CALIFICACIÓN PARA ELECCIÓN GENERAL MUNICIPAL

CIUDAD DE LAWRENCEVILLE, GEORGIA

Por la presente se notifica la celebración de una elección general municipal en el Ayuntamiento de Lawrenceville, 70 South Clayton Street, Lawrenceville, Georgia, el martes 4 de noviembre de 2025, para elegir dos (2) miembros del Concejo Municipal. De conformidad con O.C.G.A. § 21-2-132(3)(a), todas las personas que deseen postularse para un cargo deberán calificar en la oficina del Superintendente Municipal de Elecciones (Secretario Municipal), en el cuarto piso del Ayuntamiento de Lawrenceville a partir de las 8:30 a.m. del lunes, 18 de agosto de 2025 y hasta a las 4:30 p.m. del miércoles 20 de agosto de 2025. La oficina permanecerá cerrada todos los días entre las 12:00 y las 13:00 horas.

Aquellos que residan dentro de los límites de la ciudad de Lawrenceville y deseen calificar como candidatos en la elección deben presentar un aviso de candidatura y pagar una tarifa de calificación equivalente al 3 % del salario anual del cargo solicitado: \$378.00 para el cargo de concejal. Dicho aviso de candidatura requiere que quien lo presenta designe si el candidato busca el puesto concejal puesto 3 (actualmente ocupado por Austin Thompson) o concejal puesto 4 (actualmente ocupado por Marlene Taylor-Crawford). Todas las tarifas de calificación se pagarán en el momento de la calificación.

Karen Pierce, superintendente electoral  
Ciudad de Lawrenceville

Este día 22 de enero de 2025.

RESOLUTION \_\_\_\_\_

**RESOLUTION TO INCLUDE THE LAWRENCEVILLE MUNICIPAL BOUNDARIES  
AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL  
HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Lawrenceville, Georgia, understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the City to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks; and

**WHEREAS**, the City of Lawrenceville, Georgia, realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors; and

**WHEREAS**, the City of Lawrenceville, Georgia, understands that in order for the City to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal.

**NOW THEREFORE, BE IT RESOLVED** by the City of Lawrenceville, Georgia, that the city will work with Gwinnett County to include its municipal boundaries as part of the Gwinnett County Multi-Jurisdictional Hazard Mitigation Plan.

**IT IS SO RESOLVED**, this 15<sup>th</sup> day of January, 2025, by the City Council of the City of Lawrenceville, Georgia.

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

ATTESTED:

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



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: SPECIAL CALL, JANUARY 15, 2025

AGENDA CATEGORY: COUNCIL BUSINESS

|                          |                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Resolution to include Lawrenceville municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan                 |
| <b>Department:</b>       | Public Works                                                                                                                                        |
| <b>Date of Meeting:</b>  | Wednesday, January 15, 2025                                                                                                                         |
| <b>Fiscal Impact:</b>    | N/A                                                                                                                                                 |
| <b>Presented By:</b>     | Karen Pierce, City Clerk                                                                                                                            |
| <b>Action Requested:</b> | Approve the Resolution to include the Lawrenceville municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan |

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**Summary:** The Federal Emergency Management Agency requires state and local governments to prepare multi-hazard mitigation plans as a precondition for receiving FEMA Hazard Mitigation Assistance grant funding. Those plans must be completely updated every five years.

**Attachments/Exhibits:**

- Resolution Hazard Mitigation



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: SPECIAL CALL, JANUARY 15, 2025

AGENDA CATEGORY: COUNCIL BUSINESS

|                          |                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Memorandum of Understanding (MOU) with Aurora Theatre to Reduce Lease Payment for 2024                                     |
| <b>Department:</b>       | City Manager                                                                                                               |
| <b>Date of Meeting:</b>  | Wednesday, January 15, 2025                                                                                                |
| <b>Fiscal Impact:</b>    | \$750,000 reduction in revenue for FY 2025                                                                                 |
| <b>Presented By:</b>     | Chuck Warbington, City Manager                                                                                             |
| <b>Action Requested:</b> | Authorize the City Manager to execute the Memorandum of Understanding with Aurora Theatre to reduce lease payment for 2024 |

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**Summary:** City staff is working with the Aurora Theatre in transitioning operational changes that will ultimately affect the existing Lease and Operations agreement. Staff is working to complete this transition and implement the changes no later than July 1, 2025. The changes will include extending the lease payments over 5 years. This MOU addresses the reduction of the 2024 payment as the first step in this transition.

**Attachments/Exhibits:**

- Aurora Lease Agreement

## Parties

This **Memorandum of Understanding (MOU)** is entered into between **Aurora Theatre Inc** (referred to as "**Aurora** ") and **City of Lawrenceville** (referred to as "the **City**") related to the payments required to be made by the Aurora to the City under paragraph 2 A. of the **Lease Agreement entered into by the Aurora and the City on January 28, 2020**, (referred to as "the **Lease**"). The Aurora and the City also entered into an **Operation Agreement dated July 23, 2021** (referred to as "the **Operation Agreement**"). The effective date of the MOU shall be the date the document is signed by the last party signing the MOU.

## Purpose:

This MOU amends the Lease to adjust the payments due from the Aurora to the City under paragraph 2, section A. The Aurora has previously made all required payments due under paragraph 2 A. for years one, two and three of the Lease. Under the original terms of Paragraph 2A. of the Lease, a payment of One Million Dollars (\$1,000,000.00) was due on December 31, 2024. In late December of 2024, the Aurora made a payment to the City in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) and the Aurora and the City have agreed that this payment shall be considered compliance with the payments due under the terms of the Lease provided the Aurora makes an additional payment of Seven Hundred Fifty Thousand Dollars (\$750,000.00) on or before July 31, 2025. The parties are currently negotiating amendments to the Lease and the Operation Agreement between the parties that will substantially change the responsibilities of each party for the management of the Lawrenceville Arts Center. The parties anticipate that these amendments will extend and/ or reduce the payments due by the Aurora under the Lease as modified by this MOU. Should the parties be successful in entering into amendments to the Lease and the Operation Agreement on or before July 1, 2025, those amendments shall supersede the provisions of this MOU as it relates to future payments due under the Lease. Except as specifically provided herein, this MOU does not otherwise modify the Lease or the Operation Agreement and all other provisions of the Lease and the Operation Agreement will remain in full force and effect, including but not limited to all financial responsibilities of the Aurora as outlined in the Lease and Operation Agreement.

## Review and Amendment:

This MOU may be reviewed and amended as necessary by mutual agreement between Aurora and the City of Lawrenceville.

**Understanding:**

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

Each Party will work together in a coordinated fashion for the fulfillment of the MOU, and to complete amendments to the Lease and Operation Agreement that are satisfactory to both parties prior to July 1, 2025.

**Signatures:**

\_\_\_\_\_  
Aurora Theatre Representative Signature

\_\_\_\_\_  
Aurora Theatre Representative Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
City Representative Printed

\_\_\_\_\_  
Date



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: SPECIAL CALL, JANUARY 15, 2025

AGENDA CATEGORY: COUNCIL BUSINESS

|                          |                                                                                                                                                    |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Intergovernmental Agreement (IGA) with Downtown Development Authority for Grizzly Parkway Remnant Parcels                                          |
| <b>Department:</b>       | City Manager                                                                                                                                       |
| <b>Date of Meeting:</b>  | Wednesday, January 15, 2025                                                                                                                        |
| <b>Fiscal Impact:</b>    | none                                                                                                                                               |
| <b>Presented By:</b>     | Barry Mock, Assistant City Manager                                                                                                                 |
| <b>Action Requested:</b> | Approve the IGA with the DDA as presented, and grant authorization for the Mayor to execute said agreement subject to review by the City Attorney. |

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**Summary:** When the City of Lawrenceville constructed the new Grizzly Parkway and created the needed ROW along the Parkway, the City was left with several remnant parcels of land. The City wishes to transfer these remnant parcels to the DDA to be used for economic development purposes. This IGA will transfer the properties to the DDA for said use.

**Attachments/Exhibits:**

- IGA with DDA

## INTERGOVERNMENTAL AGREEMENT

### Grizzly Parkway Remnant Tracts

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, 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 THE CITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

### W I T N E S S E T H:

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

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

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

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

**NOW, THEREFORE**, for and in consideration of \$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:

1. The City will transfer to the DDA the properties designated as Tracts 1 through 15 on Exhibit A which are owned by the City and which are not needed for the right of way of existing streets or public utilities.. (Subject Property) Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the DDA agrees to pay to the City all proceeds received by the DDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the DDA related to the redevelopment of the Subject Property. The DDA shall be entitled to reimburse itself for any legal, marketing and/or consultant fees related to the Subject Property which are not paid by the Purchaser.

3. The transfer of the Subject Property by the DDA shall be subject to any restrictions, covenants or development agreements deemed appropriate by the DDA which shall be necessary to make certain that the Subject Property is developed in a manner that is consistent with a development plan to be approved by the City and to provide for the economic redevelopment and revitalization of the area. Since the City's compensation for the Subject Property is dependent on the amount of compensation received by the DDA for the transfer of the Subject Property, the City shall have the right to approve any restrictions, covenants or redevelopment agreements prior to any transfer of the Subject Property including the compensation to be received by the DDA for the transfer of the Subject Property. Such covenants or restrictions as may be necessary may be recorded with the deed transferring the Subject Property.
4. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
6. This IGA expresses the entire understanding and agreement between the parties hereto.
7. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
8. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

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

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

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

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY OF  
THE CITY OF LAWRENCEVILLE, GEORGIA**

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

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

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

(Authority Seal)



