



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, September 26, 2022
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Gas Department
2. Police Department - Officer Cumbie and Officer Barnes

Approval of Prior Meeting Minutes

3. August 22, 2022 Regular Meeting and Executive Session
4. September 14, 2022 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.

- [5.](#) Valhall K-9 International
- [6.](#) Acquisition of 205 Culver Street
- [7.](#) Provision of Landscape and Maintenance Services on an Annual Contract
- [8.](#) View Point Co-Responder Amended Contract for Behavioral Health Services
- [9.](#) Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way

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.

- [10.](#) SUP2022-00071; GA Lawrenceville Sugarloaf, LLC; 3975 Sugarloaf Parkway
- [11.](#) SUP2022-00072; Learning Time; 141 Langley Drive
- [12.](#) SUP2022-00073; David White; 725 Scenic Highway
- [13.](#) RZR2022-00011; Fairlane Capital LLC; 448 Grayson 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.

- [14.](#) Approval of Amendments to Electric Utility Rates Ordinances

Council Business New Business

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

- [15.](#) Purchase of Electrical Materials
- [16.](#) Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC
- [17.](#) Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) for the Reimbursement of 134 Northdale Road
- [18.](#) Subrecipient Agreement for use of Community Development Block Grant Funds (CDBG) Public Facility: Infrastructure Improvements
- [19.](#) License Agreement – Central Baptist Church

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 26, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item: Valhall K-9 International

Department: Police

Date of Meeting: Monday, September 26, 2022

Fiscal Impact: \$22,500.00

Presented By: Captain Phil Byers

Action Requested: Approval to Purchase Dual-Purpose K-9 to Replace Retired K-9 Ali to be Funded by Federal Asset Forfeiture 210-111111

Summary: Dual purpose narcotics detection and patrol K-9 and 8 week handler training course. (Includes transport, care, medical exams and boarding up to delivery).

Background: Valhall K-9 International provided Lawrenceville Police Department with K-9 Mahx.

Fiscal Impact: \$22,500.00 to be funded by Federal Asset Forfeiture 210-111111.

Attachments/Exhibits:

Captain Byers Memo

Valhall K-9 International Proposal

Previous Quote from K-9 Mahx



LAWRENCEVILLE

POLICE DEPARTMENT

To: Interim Chief Myron Walker

From: Captain Philip Byers 

Date: August 23, 2022

Re: Purchase of K9

I am requesting the use of \$22,500.00 from Federal Asset Forfeiture Funds for the purchase of a Dual-Purpose K9 to replace former K9 Ali, who was recently retired due to medical reasons. The purchase of the K9 through Valhall K-9 International (previous contractor) will be for:

(1) Narcotics detection and patrol K9 (Includes transport, care, medical exams and boarding up to deliver),

And

(1) 8 Week Handler Training

Lawrenceville Police Department - Dual Purpose K9 and Handler Training

5.

18 August 2022



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VALHALL K-9
INTERNATIONAL
ALWAYS ON TARGET

Peter Schnurrer
706-372-4351
info@valhallk9.com
www.valhallk9.com

Valhall K9 International, LLC
123 Dillard Rd,
Hull GA 30646
United States
DUNS:080969045
CAGE Code:7ZZW7

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Lawrenceville Police Department

Attn: Capt. Philip Byers

300 Jackson Street

Lawrenceville, GA 30046

Captain Byers,

Thank you for requesting a proposal for a trained dual purpose (patrol and narcotics detection) K9 and accompanying handler's course. We are really pleased to hear that your department is already experiencing operational success with our current K9, "Mahx."

As Georgia natives and a small business, we are excited for the opportunity to help the communities that we work and live in. We stand behind our dogs and the officers in their charge and pride ourselves in developing lasting relationships with our customers. The proximity to each other lends itself well to arranging "hands-on" training and coaching meetings with minimal difficulty throughout the K9's career. It has proven highly beneficial for police K9 teams to have the convenience of continued access to our lifetime support.

As we select and pre-train your K9, we will keep you involved in their foundation and development so your handler is already familiar with the K9 on day one of school. This means there is little to no learning curve and we can maximize our training opportunities. We are also on hand to help provide any training support, as needed once the team returns to duty. We like to do anything we can do to produce the best possible product.

You will find our proposed offer below in-line with your needs. We believe we have captured your current mission. We seek to bring value and quality, and operational success to your office.

Lastly, I want to personally thank you for taking the time to read through our proposal and offer letter. Please do not hesitate to reach out to us if you have any questions or concerns regarding this document or about our company.

Very Respectfully,

Peter Schnurrer

Owner, Valhall K-9 International

706-372-4351

info@valhallk9.com



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Summary

As we understand it, a new handler will be selected from your existing staff of officers. We will be tasked with the selection, procurement and preparation of the canine to be fielded by your agency. We are also responsible for training the selected officers to become a K9 handler. This includes scenario-based training and preparation for certification from a K9 association of your choosing.

Recommendations

We recommend a dual purpose K9 and accompanying handler training of no less than 8 weeks. There are a lot of skills that need to be mastered as a K9 handler from the patrol aspect, as well as the detection aspect. This initial training is an especially crucial period in a new handler's career. Ultimately setting the precedence for the remainder of their career.



Figure 1. Detection Training

Proposed Offer

We are offering the Lawrenceville Police Department a firm fixed price of \$22,500.00 for all services related to the procurement and training of a police K9 team.

Our proposed offer is very much aligned with what was requested and as well as what we would have recommended if given "carte blanche" to help develop a K9 program with you all. If awarded the contract:

Valhall K9 International will travel to source, evaluate and procure the specific K9 that not only meets the contract specifications and has the appropriate drives and temperament, but one that is a great fit for that specific handler. We feel this contributes to the overall success of the team.

Once we identify and procure the appropriate candidate, we will present it to the appropriate representatives from your agency. This will allow you the opportunity to meet and assess your new K9. After we agree that the K9 that we presented is a suitable candidate, we will complete a thorough medical examination to ensure their health for quality assurance purposes.

At this point, we would begin the training process. We welcome you to stay involved throughout the training progression. This affords the opportunity to familiarize yourselves with the K9 and the training foundation. When it comes time to hand over the K9 to your department, there isn't much, if any acclimation and familiarization time. Streamlining the overall process in getting the team operational. Ultimately saving you time and budget.

Once the K9 team is working, we are available to answer any questions that you may have and lend support as needed.



Item	Price
Dual Purpose Patrol and Detection K9	\$22,500
8-10 Week Advanced Handler's Course	Included
Handler Equipment	Included
Total	\$22,500

Deliverables:

- Breed: German Shepherd, Belgian Malinois, or Dutch Shepherd
- Age: No less than 12 months, no more than 48 months
- K9 Handler's Course – 8 weeks of dedicated K9 handler training
Curriculum is being updated, and may become 10 weeks long
 - Key Topics Covered and learning points:
 - Ethical Ownership and K9 Husbandry (Care)
 - K9 First Aid and Anatomy
 - Proper Use of Gear
 - Canine Cognition
 - Learning Theory and Instinctual Behavior (Drives)
 - Apprehension and Handler Protection
 - Obedience, Control and Team Mobility
 - Evidence Searches
 - Odor Detection
 - Tracking and Trailing
 - Legalities and Case Law
- 3rd party certification by at least one nationally or internationally recognized certifying association (i.e. NAPWDA, NNDDA, etc.) for quality assurance
- K9 Handler's Kit and K9 First Aid Kit
- 1 Year Health & Workability Guarantee

Lifetime support – We believe in our abilities and the dogs we put into service. As long as you make good faith effort to reach out a few times a year to address anything as your dog matures, we will offer continual support and training in the event of a change in policy/procedures, TTP's, etc.



Figure 2. Dual Purpose Training



Case Study

One of our canines is currently working in the town of Auburn Ga, population 7,481. Our canine and handler over the last three years have successfully achieved the following contributions to their department.

- 70+ apprehensions
- 20+ bite apprehension
- \$230,000 seized in currency
- 200+lb of methamphetamine seized
- 50+lb of marijuana seized
- 2oz of heroin and 2oz of cocaine

As you can see the return on the use of the canine is impactful and immediate. Given the size of this town in comparison to yours, we believe there is opportunity for greater impact and at a quicker rate.



Figure 3. Apprehension Training

Capabilities Statement

Valhall K9 International, LLC (Valhall K9) is a Service-Disabled Veteran-Owned Small Business (SDVOSB) that provides the world's elite forces with the most capable canines, training, equipment, and consulting. Our company was founded to provide working canines and the industry's most advanced training, best practices, and methodologies to law enforcement, government, security, and private agencies around the globe.

Our primary focus is to ensure our customers' operational success with their working dogs. We consider each dog that successfully completes our training to be the 'Epitome of a Working Dog'. This means we consider it to be a perfect example of a particular quality or type.



Figure 4. Working Dog Bloodlines

Valhall K9 is staffed by experts in animal behavior, canine training, kennel operations, emergency medicine, high risk details, and combat environments. This deep, functional expertise is invaluable when working with departments on the most critical issues and opportunities in quality selection. We have leveraged this experience to propose the following solution to meet your needs.

In the working dog industry, it is becoming more difficult to find trained dog experts that are committed to the end-user and, more importantly, the people you are serving and protecting. At Valhall K9 International we genuinely believe it begins with the selection process. A dog selected properly will go on to be an ambassador for your agency and the service you perform. Keeping the American public safe is something we take seriously, as we know you do as well.

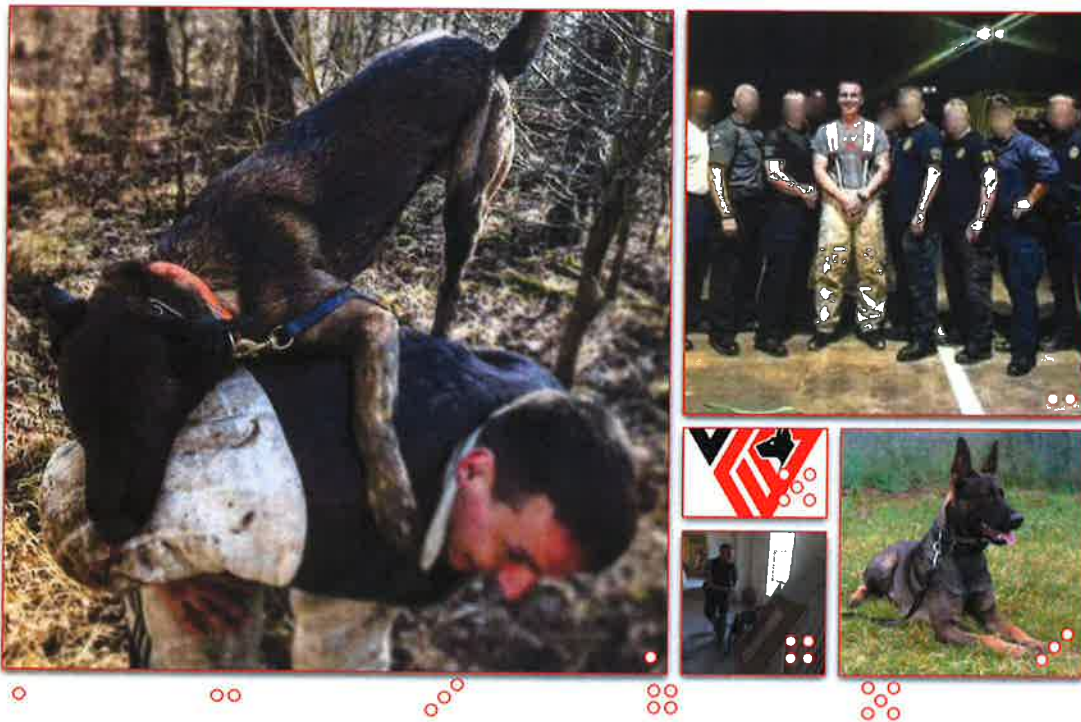


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By partnering with Valhall K9 International, you are partnering with a team of experts in dog selection, training, and consulting, as well as experts in government contracting. This is something that not many dog training companies can offer in a single consultation package. Since our inception we have selected and trained more than 240 dogs. Of those dogs, more than 150 were intended to be in service as dual-purpose dogs.

Our experience related to the scope of work is largely tied to our background and is what makes us highly qualified for this effort. When we created the company, we noticed that most trainers believed in 'outdated training methods.' The biggest area of concern has been the dog selection based on a test and formula previously performed by others as opposed to understanding the science behind behavior and temperament.

The essence of what makes the dogs successful at executing certain tasks. We developed a better science-based method for selection, paying careful attention to the dog's inherent traits and cognitive capabilities. The product of our careful, detailed selection is a dog that more easily and consistently performs tasks that correlate to what is ingrained in its DNA. This allows us to focus more on actual training a specific task or skill such as explosives detection or apprehension training, rather than wasting time building drive for a character trait that is weak or non-existent.



In keeping in constant contact with our clients for feedback, we regularly adapt to new developments within our industry to meet the most dynamic demands. Communication with our handlers and trainers is how we keep our "fingers on the pulse." The importance of this approach has been proven many times over through the continued operational success in the ever-evolving environments our dogs are placed.

Lastly, we believe that our extensive dog training experience, military experience, and over 15 years of combined government contracting experience, paired with our knowledge of programs



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like yours will provide you attention to detail and ease of doing business. We will leverage this knowledge and expertise to ensure we are a low-risk partner of choice.

Key Personnel Bios



Peter Schnurrer, Founder, Lead Trainer

As the founder of Valhall K-9 International, Peter takes on many roles. However, his primary function is selection and training of patrol and detection canines for over 10 years. He holds prestigious standing in the American Politiehond Association and KNPV as a member and helper. As a board-certified Canine Training and Behavior Specialist, he is also active as a court ordered subject matter expert for restricted dog breeds and dog bite cases as well as a consultant and trainer for various German law enforcement agencies. His expertise also allows Valhall K-9 International

to be one of the few companies in Germany authorized to acquire, store, and train with live explosives. Peter holds a Bachelor of Science in Business Administration and is a US Army combat veteran.

Education:

- Bachelor of Science in Business Administration
- Master's in applied Behavior (in progress)
- Patrol and Detection Canine Trainer
- Emergency Medical Technician - Intermediate
- Close (Hand to Hand) Combatives Instructor
- Surveillance and Reconnaissance Trained
- Hazmat and Fire Rescue Certifications

Accreditation:

- §11 TierSchG - Erlaubnis zur Ausbildung von Hunden zu Schutzzwecke (German Professional Working Dog Trainer License)
- §7 SprengG - Erlaubnis zum gewerbsmäßigen Erwerb und Umgang mit explosionsgefährlichen Stoffen im Rahmen der Hundeausbildung (German Explosives Detection Trainer License)
- CCPDT CPDT-KA
- AKC CGC Evaluator
- Member KNPV
- Member and Helper APA

Peter's Previous Employment History

US Army

MAR2005 - JUL2010

Section Leader, Recon Group, Infantry Unit

The experiences gained as the section leader of an eight-man time sensitive targeting team during combat (CQB) operations in Baghdad, Iraq has given me the ability to empathize with the physical and psychological demands of operating in hostile environments. It also provides me with an understanding of the intricacies and difficulties of such operations, which I then account for in the training of the K9, their handler(s) and teammate(s).

Southside Fire Department, Savannah GA

MAY2009 - APR2012

Firefighter and Emergency Medical Technician - Intermediate

Volunteering for the fire department provided me with the opportunity to interact with the general public in emergency situations. It allowed me to experience the dangers and distractions that an agitated bystander can cause for emergency services and the importance of containment. Additionally, I incorporate some of my experience of responding to medical emergencies and developing contingencies in my training approach.



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Georgia Ports Authority Police Department

SEP2010 - JULY2012 (Lateral Promotion to Operations Coordinator JULY2012 - FEB2015)

While serving for the GA Ports Police Department as a PSO, I was assigned duties and responsibilities related to access control, vehicle screenings, and presence patrols.

Valhall K-9 International LLC and Valhall K-9 International GmbH (Germany)

JAN2010 – Present

Working Dog Behaviorist

My mission at Valhall K-9 International is to develop canines and training programs that are designed to increase the operation capabilities of the team, while simultaneously reducing liability. I specialize in taking a consultative approach to develop a tailor-made solution for my client's needs. My primary customers are teams from within the law enforcement and military communities needing unconventional solutions that require a higher understanding of canine training and behavior in order to achieve those results reliably.

Peter's Accreditation

§11 TierSchG - Erlaubnis zur Ausbildung von Hunden zu Schutzzwecke (German Professional Working Dog Trainer License)

The "dog trainer" is a protected profession in Germany. It is classified under a skilled trade that affects animal welfare and public safety, thus requiring regulation and licensing. One must undergo academic schooling, participate in internships, and complete a four-phase examination process to be authorized by the federal government to train dogs. The four phases of the examination are the application verification, a written examination, an oral board, and finally a practical examination. While the application requirements vary from state to state, mine included proof of at least 500 hours of formal education in canine training and behavior as well as verification of at least 2000 hours or 50 weeks of practical application (internship). There are several specialties within the law (working dogs, breeding, and boarding) that require additional testing be completed for authorization. I am fully vetted and authorized to conduct all things related to canines. This includes acting as a subject matter expert and temperament evaluator for restricted breeds and in dog bite cases, for example.

§7 SprengG - Erlaubnis zum gewerbsmäßigen Erwerb und Umgang mit explosionsgefährlichen Stoffen im Rahmen der Hundeausbildung (German Explosives Detection Trainer License)

Additional licensing is needed for authorization to acquire, transport, and use explosives for training purposes. Formal education of explosives and their molecular makeup, practical training and subsequent examination are also required for the application process. In having this license, I am one of the very few (and only foreign national) civilian trainers to be authorized to conduct such work.

*It is also important to note that the §11 TierSchG and §7 SprengG licenses are directly linked to the license holder's "moral character." This means that any criminal activity (to include DUI) or animal cruelty charge immediately extinguishes the authorization(s). I am regularly inspected and audited by no less than 3 governing bodies. The reason being is that I am exposed to certain information and tactics while conducting business that are considered "restricted" to the general public, so I must demonstrate continued trustworthiness.

Professional member and CPDT-KA (Certified Professional Dog Trainer - Knowledge Assessed) of the Certification Council for Professional Dog Trainers



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"The Certification Council for Professional Dog Trainers® (CCPDT®) is the leading independent testing and certification resource for dog training and behavior professionals. We set the global standard for the development of rigorous exams to demonstrate mastery of humane, science-based dog training practices. We are a private, not-for-profit organization. Our mission is to establish and maintain humane standards of competence for dog training and behavior professionals through criteria based on experience, standardized testing, skills, and continuing education. Our goal with this mission is twofold: To provide professional standards that support and promote excellence in the dog training and behavior profession. To give dog owners a way to identify professional certified trainers and behavior consultants. Professionals who pass the CCPDT's examinations have been tested for fundamental knowledge and skill in humane, science-based dog training techniques." Source: <https://www.ccpdt.org/about-us/>

Professional member of the International Association of Canine Professionals

"The International Association of Canine Professionals is dedicated to the education, development and support of dog training professionals world-wide. The IACP provides a community where experienced dog trainers mentor, guide and cultivate members to their full potential. Our commitment to the highest quality training increases our members' skills and abilities, develops professional recognition and improves communication on training best practices. We support our members' rights to properly use and promote effective, humane training tools and methods to create success for each dog and owner, while expanding the understanding and cooperation among canine professionals and dog owners across the full spectrum of the canine industry." Source: <https://www.canineprofessionals.com/mission>

Professional member of the International Association of Animal Behavior Consultants

"The IAABC was founded in 2004. The goals of the IAABC are to standardize and support the practice of animal behavior consulting, to provide quality, evidence-based education. IAABC certifications are the most rigorous in the field, and assess people working in multiple species, with private clients and in shelters. The organization is growing and currently has over 1,900 members throughout the world. IAABC members believe in the study and science of behavior consulting." Source: <https://m.iaabc.org/about/>

Georgia Peace Officer Standards and Training Council (P.O.S.T.)

Our training can be applied towards P.O.S.T. credit hours through cooperation with our P.O.S.T. certified instructor/active K9 handler.

Additional Accreditation

1. AKC CGC Evaluator (Canine Good Citizen)
2. Member KNPV (Royal Dutch Policedog Association)
3. Member and Helper APA (American Policedog Association)



Stacie Schnurrer, Assistant Trainer, Chief Marketing Officer

As Chief Marketing Officer, Stacie has been instrumental in our go to market strategy and the creation of our brand. She is a graduate of Georgia Southern University with a Master's in Business Administration. Utilizing her experience with hospitality and employee management, Stacie also manages the staff and workflow with precision. As a trainer, she is formally trained with a focus on all levels of obedience training.



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Matthew Palm, Managing Partner, Chief Operations Officer

Matthew's primary function within the organization is operations management and government contracting officer. He is a US Navy veteran who spent most of his career with a military flight simulation manufacturing and training company. In his career he has performed duties relating to solution architecture, capture/proposal management, program management, process analysis, change management, technical writing, and training instructor. Matthew also holds a Bachelor's degree in Technical Management.

Past Performance References

1. USDA – National Detector Dog Training Center

Scope of Work: Over 20 green dogs delivered in 2020 to be used for detection work. Contract in progress to deliver 45-75 dogs per year for 3 years. **CPARS evaluation available upon request.**

2. Auburn GA Police Department, SGT J. Scott (678) 907-1040

Scope of Work: Training of green K9 and handler to NNDDA certification standards. K9 is currently working as a dual purpose (narcotics) police K9.

3. Pohatcong Police Department, OFC T. Webb (908) 763-7341

Scope of Work: Sourcing, testing, selecting, pre-training, and import of a working dog currently working as a dual purpose (narcotics) police K9.

4. Midwest Working Dogs LLC/Viroqua Police Dept, OFC B. Lamere (608) 606-3346

Scope of Work: Sourcing, testing, selecting, pre-training, and import of a working German Shepherd. Dog is currently training as a dual purpose (narcotics) police K9.

5. American K9 Interdiction LLC, Mr. N. Rhodes

Scope of Work: Contract for sourcing, testing, selection, pre-training and import of working green dogs. Over 60 in-service to date with various government agencies and police departments to include detection and patrol work.



Quote 0913

Date

August 18, 2021

To

Lawrenceville Police Department

Ship To

Lawrenceville
PoliceDepartment

Instructions

Payment can be made by credit card over the phone or online and will include a 3% service fee. Contact us for this option. Please reach out for wire transfer information. Checks can be made out to Valhall K-9 International LLC and delivered to 123 Dillard Rd. Hull, GA 30646.

Quantity	Description	Unit Price
1	Narcotics detection and Patrol K9 (Includes transport, care, medical exams and boarding up to delivery) 8 Week Handler Training	\$22,500

Terms and Conditions:

This quote is valid for 90 days.

The canines will include a two-year health warranty and up to a ****lifetime workability guarantee.**

*See Terms and Conditions for warranty information.

**If the organization does not communicate with the vendor on a 'regular' basis, the workability guarantee will be voided.

Thank you for your business!

Vendor

Sign

Customer

Sign

Name and Title

Name and Title

Peter Schnurrer, CEO



Contractual Terms and Conditions

CONTRACT FOR K-9 SERVICES

Order Number: 0913

This Contract (this "Contract") is made effective as of August 18, 2022, by and between Valhall K-9 International, of 123 Dillard Road, Hull, Georgia 30646, (Valhall K-9), and Lawrenceville Police Department, of

ITEMS PURCHASED. Valhall K-9 agrees to sell, and Lawrenceville PD agrees to buy, the following Services (the "K-9") in accordance with the terms and conditions of this Contract:

The prices listed in the original proposal are valid for 90 days. At that time the prices will be evaluated and adjusted based on increases in cost of living and extenuating and legislative circumstances that directly affect our operation.

PRODUCT STANDARDS. The K-9 shall comply with the Valhall K-9's quotation previously provided and incorporated into this Contract by this reference.

PAYMENT. Payment shall be made to 123 Dillard Road, Hull, Georgia 30646.
Lawrenceville PD agrees to pay Valhall K-9 as follows:

Description: Dual Purpose K-9 and Handler Courses (8 weeks / course)
Quantity: One (1)
TOTAL: \$22,500

In addition to any other right or remedy provided by law, if Lawrenceville PD fails to pay for the K-9 when due, Valhall K-9 has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Upon agreement of Seller and Purchaser and at such time designated, Purchaser may provide a different % of K-9 purchase price disbursement.

DELIVERY. The Lawrenceville PD designated contact will be notified when purchase of K-9s have been completed and upon agreement of both Seller and Purchaser, they will be housed with Valhall K-9 until an agreed upon date. It is with clear understanding that it will take time to procure suitable K-9s for selected Handlers. Purchaser agrees that all communications regarding the 'K9' will be through the supervisor or department heads.



Valhall K-9 will make arrangements with the selected K-9 Handlers to be introduced to their respective K-9 partners at an approved location.

WARRANTIES. Valhall K-9 warrants to Lawrenceville PD that the K-9s will conform substantially to the applicable descriptions and standards as stated in Invoice #0913.

VALHALL K-9 SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE THAT ARE BEYOND CONTROL.

Valhall K-9 provides a two-year standard "health" warranty. All canines shall be warranted for two years against hereditary and congenital disease. If within two years a canine is diagnosed with a hereditary or congenital disease by a Valhall K-9 contracted veterinarian, the canine will be replaced. If a canine is accepted by the department with any health concerns, the department waives the rights to warranty for the accepted concern. Our warranty is to replace the canine. Valhall K-9 provides an additional "work life" workability warranty provided Lawrenceville PD and/or proper department representative communicates deficiencies to Valhall K-9 directly and visibility of the issues are recorded, and corrections are coordinated by a supervisor.

INSPECTION. Lawrenceville PD and / or designated contact will be notified upon arrival of the K-9 and shall have a reasonable opportunity to inspect the K-9 to determine if they conform to the requirements of this Contract. If Lawrenceville PD, in good faith, determines that all or a portion of the K-9 is non-conforming, Lawrenceville PD may return the K-9 to Valhall K-9 with written notice to Valhall of the reason for rejecting the K-9. Valhall K-9 will have the ability to remedy such defects under the terms of this Contract and make every effort to do so.

OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email address, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Lawrenceville Police Department are the property of Lawrenceville Police Department.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email address, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Valhall K-9 are the property of Valhall K-9 International LLC.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the K-9s in the time and manner provided for in this Contract.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. All parties agree to remediation as first action for remedies.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the



party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission



shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliate

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

CONFIDENTIALITY. Upon termination of this Contract, Valhall K-9 will return to Lawrenceville PD all records, notes, documentation, and other items that were used, created, or controlled by Valhall K-9 during the term of this Contract.

Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so



limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

APPLICABLE LAW. This Contract shall be governed by the laws of the State of Georgia.

SIGNATORIES. This Agreement shall be signed on behalf of Lawrenceville Police Department by, Lawrenceville City Manager Chuck Warbington on behalf of Valhall K-9 by Peter Schnurrer, CEO and effective as of the date first above written.

Buyer:

Lawrenceville Police Department

By: _____ Date: _____
Chuck Warbington, Lawrenceville City Manager

Seller:

Valhall K-9 International LLC

By: _____ Date: August 18, 2022
Peter Schnurrer, CEO

VALHALLK-9 INTERNATIONAL

ValhallK 9 International, LLC 123 Dillard Rd GA, 30646
DUNS: 080969045 | Cage Code: 7ZZW7



5.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item: Acquisition of 205 Culver Street

Department: City Manager

Date of Meeting: Monday, September 26, 2022

Fiscal Impact: \$395,000.00

Presented By: Chuck Warbington, City Manager

Action Requested: Approve the acquisition of 205 Culver Street for \$395,000.00

Summary: The City is seeking to acquire 205 Culver Street to continue the extension of the linear park connection from GJAC to the Lawrenceville Lawn. This includes the possible addition of future public parking.

Fiscal Impact: \$395,000.00 (funded by 2017 SPLOST Funds – Parking Facilities)

Attachments/Exhibits:

Purchase and Sale Agreement with Terry E Williams

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 **TERRY E. WILLIAMS** (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 0.34+/- acres of property known as 205 Culver Street represented as Gwinnett County Tax Parcel R5146D045 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 THREE HUNDRED NINTY FIVE THOUSAND AND ZERO CENTS (\$395,000.00).

(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 October 28, 2022, 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, 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 October 28, 2022, 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 27, 2023, 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 Thompson, Sweeny, Kinsinger & Pereira, P.C. and held in escrow. At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If the sale of the Property does not close because of Buyer's Default, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. If Seller defaults under this Agreement, Seller acknowledges that the Buyer will suffer significant damages and costs, the total of which would be difficult or impossible to ascertain.

9. Broker.

The Seller and Buyer hereby warrants and covenants that the Buyer does not have any real estate brokers or agents involved in this transaction representing the Buyer. 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: Thompson, Sweeny, Kinsinger & Pereira, P.C.
P.O. Box 1250 Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Fax No: 770-822-2913

SELLER: Terry E Williams
4330 S Lee Street 400A
Buford, GA 30518

11. Miscellaneous.

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

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

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

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

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

(f) **Effective Date.** The Effective Date of the Agreement shall be the date the 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) None

This Contract is agreed to this
25 day of August, 2022.

TERRY E WILLIAMS



Title: _____

SELLER

This Contract is agreed to this
____ day of _____, 2022.

CITY OF LAWRENCEVILLE, GEORGIA

Title: _____

BUYER



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 26, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item:	Provision of Landscape and Maintenance Services on an Annual Contract
Department:	Public Works
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	\$500,000.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Approval to renew Provision of Landscape and Maintenance Services on an Annual Contract to Russell Landscape, LLC in the amount of \$500,000.00.

Summary: This contract provides comprehensive landscaping maintenance services on the sites of 20 locations throughout the City. This agreement also provides for landscaping enhancements on a time and materials basis as well as optional treatment services on an as needed basis. This is the fourth and final renewal option. Pricing reflects a 2.03% as stipulated in the agreement.

Background: Original award and change order 1 was \$470,963.00.

First renewal: \$425,000.00.

Second renewal: \$425,000.00.

Third renewal: \$400,000.00.

Fiscal Impact: Amount of \$500,000.00. This project is funded by the Lawn Care Fund (1001565.522140).

Attachments/Exhibits:

Cost Tabulation

RP006-18

Provision of Landscape and Maintenance Services on an Annual Contract
Public Works

				Russell Landscape, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		MONTHLY PRICE	TOTAL PRICE
LOCATION 1: CITY HALL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$133.62	\$1,603.44
B.	Fertilization and Weed Control	12	Each	\$25.50	\$306.00
C.	Over Seeding and Aeration	12	Each	\$17.09	\$205.02
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$204.00	\$2,448.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$180.03	\$2,160.36
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$65.28	\$783.36
LOCATION 1: CITY HALL TOTAL				\$625.52	\$7,506.18
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$887.66	\$10,651.86
B.	Fertilization and Weed Control	12	Each	\$122.40	\$1,468.80
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$736.44	\$8,837.28
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$170.85	\$2,050.20
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY TOTAL				\$1,917.35	\$23,008.14
LOCATION 3: BOULDER CREEK COFFEE, AURORA THEATER & PARKING DECK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$71.66	\$859.86
B.	Fertilization and Weed Control	12	Each	\$9.18	\$110.16
C.	Over Seeding and Aeration	12	Each	\$11.22	\$134.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$745.11	\$8,941.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$195.33	\$2,343.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$58.65	\$703.80
LOCATION 3: BOULDER CREEK COFFEE, AURORA THEATER & PARKING DECK TOTAL				\$1,091.15	\$13,093.74
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$102.00	\$1,224.00
B.	Fertilization and Weed Control	12	Each	\$17.34	\$208.08
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$3,641.40	\$43,696.80
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$290.70	\$3,488.40
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$180.80	\$2,169.54
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE TOTAL				\$4,232.24	\$50,786.82
LOCATION 5: HERITAGE TRAIL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$137.70	\$1,652.40
B.	Fertilization and Weed Control	12	Each	\$34.94	\$419.22
C.	Over Seeding and Aeration	12	Each	\$8.42	\$100.98
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$29.58	\$354.96
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$440.90	\$5,290.74
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$257.30	\$3,087.54
LOCATION 5: HERITAGE TRAIL TOTAL				\$908.82	\$10,905.84

LOCATION 6: POLICE DEPARTMENT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$280.50	\$3,366.00
B.	Fertilization and Weed Control	12	Each	\$225.93	\$2,711.16
C.	Over Seeding and Aeration	12	Each	\$36.72	\$440.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$193.80	\$2,325.60
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$224.66	\$2,695.86
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$291.47	\$3,497.58
LOCATION 6: POLICE DEPARTMENT TOTAL				\$1,253.07	\$15,036.84
LOCATION 7: LAWRENCEVILLE LAWN					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$290.70	\$3,488.40
B.	Fertilization and Weed Control	12	Each	\$269.28	\$3,231.36
C.	Over Seeding and Aeration	12	Each	\$36.72	\$440.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$542.90	\$6,514.74
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,494.30	\$17,931.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$380.97	\$4,571.64
LOCATION 7: LAWRENCEVILLE LAWN TOTAL				\$3,014.87	\$36,178.38
LOCATION 8: COOPER PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$58.14	\$697.68
B.	Fertilization and Weed Control	12	Each	\$26.52	\$318.24
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$91.04	\$1,092.42
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$88.74	\$1,064.88
LOCATION 8: COOPER PARK TOTAL				\$264.44	\$3,173.22
LOCATION 9: RAILROAD DEPOT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$45.90	\$550.80
B.	Fertilization and Weed Control	12	Each	\$15.05	\$180.54
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$36.72	\$440.64
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$53.81	\$645.66
LOCATION 9: RAILROAD DEPOT TOTAL				\$151.47	\$1,817.64
LOCATION 10: JENKINS PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$249.90	\$2,998.80
B.	Fertilization and Weed Control	12	Each	\$122.40	\$1,468.80
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$280.50	\$3,366.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$299.88	\$3,598.56
LOCATION 10: JENKINS PARK TOTAL				\$952.68	\$11,432.16
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE)					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$683.40	\$8,200.80
B.	Fertilization and Weed Control	12	Each	\$300.90	\$3,610.80
C.	Over Seeding and Aeration	12	Each	\$5.61	\$67.32

D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$231.54	\$2,778.48
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$496.74	\$5,960.88
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$214.20	\$2,570.40
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE) TOTAL				\$1,932.39	\$23,188.68
LOCATION 12: GATEWAY #1					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$154.28	\$1,851.30
B.	Fertilization and Weed Control	12	Each	\$82.88	\$994.50
C.	Over Seeding and Aeration	12	Each	\$17.09	\$205.02
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$496.49	\$5,957.82
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$330.23	\$3,962.70
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$170.85	\$2,050.20
LOCATION 12: GATEWAY #1 TOTAL				\$1,251.80	\$15,021.54
LOCATION 13: BURSON POINT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$81.86	\$982.26
B.	Fertilization and Weed Control	12	Each	\$30.60	\$367.20
C.	Over Seeding and Aeration	12	Each	\$8.42	\$100.98
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$273.36	\$3,280.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$102.00	\$1,224.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$69.11	\$829.26
LOCATION 13: BURSON POINT TOTAL				\$565.34	\$6,784.02
LOCATION 14: SCENIC HIGHWAY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$374.09	\$4,489.02
B.	Fertilization and Weed Control	12	Each	\$176.46	\$2,117.52
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$332.01	\$3,984.12
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$475.07	\$5,700.78
LOCATION 14: SCENIC HIGHWAY TOTAL				\$1,357.62	\$16,291.44
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$121.38	\$1,456.56
B.	Fertilization and Weed Control	12	Each	\$45.39	\$544.68
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$195.33	\$2,343.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$157.08	\$1,884.96
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY TOTAL				\$519.18	\$6,230.16
LOCATION 16: CALABOOSE ALLEY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$22.95	\$275.40
B.	Fertilization and Weed Control	12	Each	\$0.00	\$0.00
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$21.42	\$257.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$20.91	\$250.92
LOCATION 16: CALABOOSE ALLEY TOTAL				\$65.28	\$783.36

LOCATION 17: 316/120 INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$663.00	\$7,956.00
B.	Fertilization and Weed Control	12	Each	\$488.58	\$5,862.96
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$2,909.04	\$34,908.48
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$466.65	\$5,599.80
LOCATION 17: 316/120 INTERCHANGE TOTAL				\$4,527.27	\$54,327.24
LOCATION 18: S PERRY/S CLAYTON INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$57.12	\$685.44
B.	Fertilization and Weed Control	12	Each	\$3.32	\$39.78
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$293.76	\$3,525.12
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$81.60	\$979.20
LOCATION 18: S PERRY/S CLAYTON INTERCHANGE TOTAL				\$435.80	\$5,229.54
LOCATION 19: BRISCOE FIELD ENTRANCE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$78.54	\$942.48
B.	Fertilization and Weed Control	12	Each	\$20.91	\$250.92
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$91.80	\$1,101.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$82.62	\$991.44
LOCATION 19: BRISCOE FIELD ENTRANCE TOTAL				\$273.87	\$3,286.44
LOCATION 20: PARK BENCH AREAS ON PAPER MILL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$51.00	\$612.00
B.	Fertilization and Weed Control	12	Each	\$6.38	\$76.50
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$51.00	\$612.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$51.00	\$612.00
LOCATION 20: PARK BENCH AREAS ON PAPER MILL TOTAL				\$159.38	\$1,912.50
GRAND TOTAL				\$325,224.00	
OPTIONAL ITEMS:					
Aeration		1	Sq Ft	0.0125	
Lime Application		1	Sq Ft	0.0450	
Pesticide Application		1	Sq Ft	0.0620	
Fungicide Application		1	Sq Ft	0.0200	
Will vendor hold pricing firm? Renewal Option 1				\$306,120.00	
Will vendor hold pricing firm? Renewal Option 2				\$312,360.00	
Will vendor hold pricing firm? Renewal Option 3				\$318,720.00	
Will vendor hold pricing firm? Renewal Option 4				\$325,224.00	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 26, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item:	View Point Co-Responder Amended Contract for Behavioral Health Services
Department:	Police
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	\$125,000.00 - \$152,000.00
Presented By:	Officer Jacob Baird
Action Requested:	Select and Approve Contractual Option

Summary: Lawrenceville Police Department and View Point Health would like to amend the current contract.

Background: Over the last year the data collected during the operation of the Community Response Team indicates a strong need for case management in addition to the clinical expertise VPH provides.

Fiscal Impact: Option A of the proposed contract would necessitate a budget increase of approximately .8% of current spending for the Co-responder program.

Option B of the proposed contract would necessitate a budget increase of approximately 22.7% of current spending for the Co-responder program.

Concurrences: Project FIRST.

Attachments/Exhibits:
Proposed amended contract



Contract for Services



BETWEEN:

City of Lawrenceville
P.O. Box 2200
70 S Clayton St
Lawrenceville, GA 30046

View Point Health
175 Gwinnett Dr., Suite 365
Lawrenceville, GA 30046

These parties enter into this Contract for Service ("Contract") regarding Behavioral Health services provided by View Point Health (VPH) effective October 1, 2022. This Contract shall remain in effect for one (1) year and renews annually unless either Party gives the other party 30-days written notice of intent to cancel for any reason.

- A. Purpose. The City of Lawrenceville and View Point Health (also called the "Parties") establish an understanding whereby a licensed behavioral health clinician will be assigned to the Lawrenceville Police Department to provide mental health services through a Police-Mental Health Collaboration (PMHC) to implement a co-responder program. A PMHC is defined as a collaborative partnership with law enforcement agencies, mental health providers, and other community-based entities. PMHC programs are producing better outcomes for consumers, officers, and agencies.
- B. Duties, Term, and Compensation. View Point Health (VPH) shall provide the Lawrenceville Police Department one of the following personnel options. The personnel option will be collectively decided by View Point Health, Lawrenceville Police Department, and The City of Lawrenceville. Change between options can be made within contract terms when mutually agreed upon by the Parties.

Option A – One (1) fulltime licensed behavioral health clinician to conduct behavioral health evaluations and crisis intervention services to individuals identified by the Lawrenceville 911 Communications Center and/or officers of the Lawrenceville Police Department. One (1) fulltime Certified Peer Specialist (CPS) to provide after care and follow up support for individuals needing linkage to ongoing care, community resources and additional case management.

Option B - Two (2) fulltime Certified Peer Specialist (CPS) to provide after care and follow up support for individuals needing linkage to ongoing care, community resources and additional case management. Consultation with a Licensed Behavioral Clinician as needed for an hourly rate.

If a clinician or CPS is not available during any given month on a full-time basis, the monthly charge shall be adjusted accordingly. Depending on the agreed upon staffing configuration, the

City of Lawrenceville will pay View Point Health according to the fees outlines in the following table:

Provider Credentials	Monthly Amount	Annual Amount	Hourly Rate (if applicable)
Licensed Behavioral Health Clinician (1 FTE)	\$7,475.00	\$89,700.00	n/a
Certified Peer Specialist (1 FTE)	\$5,208.33	\$62,500.00	n/a
Licensed Behavioral Health Consultation (Hourly Rate)	n/a	n/a	\$45.00

C. Program Description. The City of Lawrenceville Police Department desires to implement a Police-Mental Health Collaboration (PMHC) co-responder program to supplement and enhance its current Crisis Intervention Team (CIT) service delivery model for mental health crisis response. The PMHC would establish a full scope of behavioral health services to individuals considered to have behavioral and emotional challenges or drug dependency issues in order to eliminate or limit the need for police officers to respond to those in a mental health crisis and further to establish access to a Mobile Crisis Response Team and to provide a Case Management Team for identified individuals. As the public community behavioral health provider, VPH desires to provide these services to the City of Lawrenceville Police Department through a recognized co-responder model. Behavioral Health Services are defined as comprehensive behavioral health assessments, individual and group counseling, linkage to community resources, and other “as needed” behavioral health services.

D. Responsibilities of View Point Health:

1. VPH will provide the Lawrenceville Police Department with a fulltime behavioral health clinician(s) and/or Certified Peer Specialist. The City of Lawrenceville may request a change in the clinician at any time and for any reason. In the event of a vacancy, VPH will communicate recruitment efforts with the City of Lawrenceville.
2. The behavioral health clinician will be available during work hours that were mutually agreed upon by VPH and the Lawrenceville Police Department.
3. VPH will provide a behavioral health clinician that will be available for emergency call out after hours during the week and on weekends and holidays at no additional cost.
4. VPH assigned staff will serve as a liaison to and collaborate with external organizations and agencies to further the efforts of the Lawrenceville Police Department PMHC.
5. VPH will provide individual and/or group therapy sessions at VPH facilities or in the individual’s residence when appropriate.
6. VPH will maintain all counseling documentation in a HIPAA-compliant electronic health record management system.
7. VPH will use its own equipment (e.g., computer, internet access, vehicle, and cellular telephone) to provide all services.
8. VPH will obtain and maintain all Releases of Information before starting treatment and therapy sessions.

9. VPH - with authorized Releases of Information - will coordinate with designated Lawrenceville Police personnel on a monthly basis regarding co-responder status, therapeutic progress and/or additional challenges.
10. VPH staff will work with Lawrenceville Police Department personnel on a mental health alert process for data sharing of information for the protection and health of individuals in which police may respond or have contact. Such a process will be consistent and compliant with all federal and state laws relating to privacy.
11. VPH will provide and supervise all personnel, who shall be employees or contractors of VPH, and under no circumstances shall be held out as or otherwise deemed to be employees of the City of Lawrenceville.
12. VPH and assigned Lawrenceville Police personnel will discuss to determine whether a higher level of service is indicated and necessary such as further assessment or review at the View Point temporary observation unit or admission to the Crisis Stabilization Unit.
13. VPH is responsible for all salaries and fringe benefits associated with its clinicians.
14. VPH clinicians will abide by all applicable City of Lawrenceville policies and procedures, as well as those of the Lawrenceville Police Department.
15. VPH clinicians shall be required to undergo a full background check, including submission to a criminal history background check.
16. VPH clinicians shall be required to undergo any designated training and certification to access restricted criminal history information, as applicable.
17. VPH shall be responsible for aftercare planning and services for as long as one year after the date of this Contract, including Relapse Prevention Planning, self-help, participation in peer-group therapy, and screening of participants in identified programs.
18. VPH will provide all necessary personal protective equipment (e.g.; masks, face shields, gloves, etc.) as needed by its clinicians to safely interact with in-crisis individuals or to conduct therapy sessions.
19. VPH agrees to protect, defend, hold harmless, and indemnify the City (its officers, agents, employees, elected officials, appointed officials, etc.) from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligence, recklessness, intentionally wrongful conduct, or errors or omissions of VPH or persons employed or utilized by VPH in the performance of the Contract.

VPH further agrees to protect, defend, indemnify, and hold harmless the City (its officers, agents, employees, elected officials, appointed officials) from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of VPH.
20. VPH will provide and maintain an active certificate of insurance listing the City of Lawrenceville as an additional insured for general liability coverage and for automobile

liability coverage. VPH will provide new certificates of insurance as soon as practicable upon renewal of either general liability or automobile liability coverage.

21. View Point Health will share deidentified data collected on the Police-Mental Health Collaboration (PMHC) co-responder program with the Lawrenceville Police Department and City of Lawrenceville.

E. Responsibilities of the Lawrenceville Police Department:

1. The Lawrenceville Police Department liaison/representative will be the Uniform Services Bureau Commander or designee.
2. The Lawrenceville Police Department will identify individuals who might benefit from behavioral health services and support.
3. The Lawrenceville Police Department will identify "high utilizers" and/or "complex care clients" for the assignment for VPH services.
4. The Lawrenceville Police Department will make referrals to VPH for it to provide clinical services.
5. The Lawrenceville Police Department will provide private office space for individual counseling sessions or at the View Point assessment and evaluation room when clinicians are working with individuals who need housing or transportation.
6. The Lawrenceville Police Department will maintain no therapeutic records of individuals enrolled in VPH services, nor will any member of the Lawrenceville Police Department access medical records not consistent with public safety objectives pursuant to federal or state laws.
7. The Lawrenceville Police Department and City of Lawrenceville will share deidentified data collected on the Police-Mental Health Collaboration (PMHC) co-responder program with View Point Health.

If the Lawrenceville Police Department determines that a clinician is not following policies and procedures or is not fit to provide appropriate and adequate behavior health services as part of this contract, the Lawrenceville Police representative will inform VPH immediately and the VPH clinician will no longer provide program services.

VPH and the Lawrenceville Police Department agree that their designated representatives will meet monthly to evaluate the program's progress. Issues that hinder progress will be addressed in a timely and collaborative manner. A monthly report will be provided by VPH on PMHC's activity.

- F. Terms of Contract. The terms of this Contract are subject to change as additional terms may be added and existing terms may be altered or deleted, but any such changes shall be by written agreement and signed by both parties. The basic terms are:

1. Neither Party is prohibited from entering into negotiations with other third parties regarding the subject of this document.
2. Confidentiality. Both Parties acknowledge that during the period of collaboration each will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the other Party

and/or used by the other Party in operating its business including, without limitation, the Party's business and product processes, methods, customer lists, accounts, and procedures. If the information is not subject to the Open Records Act of Georgia, both Parties agree not to disclose the foregoing, directly or indirectly, or use them either during the term of this Contract or thereafter, except as required during this collaboration.

3. Termination. Either Party to this Contract may terminate this Contract at any time by thirty (30) day's written notice to the Chief Executive Officer of VPH or the City Manager of the City of Lawrenceville.
4. Choice of Law. The laws of the State of Georgia shall govern the validity of this Contract, constructing its terms and interpreting the rights and duties of the Parties.
5. Waiver. The waiver by one Party of breach of any provision of this Contract by the other shall not operate to be construed as a continuing waiver.
6. Assignment. The Parties to this Contract shall not assign their rights under this Contract, or delegate the performance of its duties without the prior written consent of the other Party to this Contract.
7. Notices. Any notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be deemed received by the other Party if personally served on a member of its Administration, or if deposited in the United States mail, certified or registered, directed to the City Manager of the City of Lawrenceville or VPH's CEO, postage prepaid, return receipt requested.
8. Modification or Amendment. No amendment, change or modification of this Contract shall be valid unless in writing and signed by the Parties.
9. Service Delivery Notice. Services are primarily funded by the City of Lawrenceville co-responder program and will cease to be provided if funding is no longer available.



View Point Health
Jennifer S. Hibbard
Chief Executive Officer

David Still
Mayor
City of Lawrenceville



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR COUNCIL MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: CONSENT AGENDA

Item:	Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way
Department:	City Manager
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	Revenue
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way

Summary: Impact 46 is one of the agencies that is a co-recipient of the ReCAST grant. They are acting as project manager through Marcus Thorne and a facilitator and coordinator in conjunction with our other co-recipients Georgia Center for Opportunity and Families First.

In addition to a need for space for these groups to meet and plan as part of ReCAST, it has become evident that there is a need for private space to meet with clients and discuss confidential matters as they move into providing services. The existing space at Rhodes Jordan Park would require extensive renovation to put up walls and provide utilities to make it meet the current need. The City has this facility available that will need the needs and staff is recommending the use of this space to facilitate the privacy needed by clients.

Fiscal Impact: \$100 per month revenue plus payment of utilities

Attachments/Exhibits: Draft lease

AGREEMENT FOR USE
OF CITY PROPERTY AT WINER INDUSTRIAL WAY BY IMPACT 46, INC

WHEREAS, Impact 46, Inc., (hereinafter “TENANT”) seeks to use the property at Winer Industrial Way, Lawrenceville, Georgia, Tax Parcel R5113 156, portion (hereinafter “the Subject Property”), and desires to use the Subject Property for operational and service provision purposes; and

WHEREAS, Impact 46 is a partner of the City and a sub recipient of the ReCAST grant and is taking a major role in coordinating the ReCAST effort; and

WHEREAS, the City has a property that stopped being used by the City for operational purposes and the Subject Property owned by the CITY OF LAWRENCEVILLE, GEORGIA (hereinafter “CITY”) is available for lease; and

WHEREAS, TENANT desires to utilize the Subject Property for operations and service provision for ReCAST sub recipients as well as other services performed by TENANT for citizens of Lawrenceville; and

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

NOW THEREFORE in consideration of the provision of services to CITY residents by TENANT, the payment of Ten Dollars the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, TENANT and CITY hereby agree as follows:

1. TENANT shall have the right to use a portion of the Subject Property, through and until December 31, 2023 at which time this lease shall automatically renew on a year-to-year basis unless terminated by either party on ninety (90) days' written notice to the other party. There shall be no automatic renewal beyond December 31, 2026.
2. TENANT shall pay rent at the rate of One-Hundred Dollars (\$100) per month. In addition, TENANT shall be responsible for paying for garbage collection, janitorial services and utilities (to include monthly internet service) for the facility during the TENANT's use of the Subject Property.

3. Notices:

Notice to the TENANT shall be delivered to:

Ms. Jen Young, Executive Director
Impact 46, Inc.
279 W. Crogan Street
Lawrenceville, Georgia 30046

Notice to the CITY shall be delivered to:

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

4. TENANT agrees to carry at its own expense, public liability insurance covering the Premises and TENANT's use thereof, in a form reasonably satisfactory to CITY with minimum of \$1,000,000.00 on account of bodily injuries to and death of more than one person as a result of any one accident or disaster and to deposit said policy or policies (or certificates thereof) with CITY prior to the date of any use or occupancy of the Premises by TENANT; said policy shall protect TENANT and CITY, as their interest may appear (including but not limited to naming CITY as an additional insured party).
5. The CITY shall be responsible for maintaining the property and property insurance on the Subject Property and structures thereon, but shall not be responsible for maintaining any insurance on any personal property or contents belonging to TENANT. TENANT shall be responsible for obtaining renters' insurance or other appropriate insurance if TENANT desires for personal property and contents to be insured during time of use. In the event of fire or other casualty or such other governmental ordinance, rule regulation or law that renders the Subject Property uninhabitable, the right of TENANT to use the Subject Property shall terminate immediately and the CITY shall have the right to immediate possession of the Subject Property.
6. Should TENANT fail to vacate use of the Subject Property on or before any date of termination given in compliance with this lease, the CITY shall have the right to immediate possession of the Subject Property. Should TENANT not have vacated the Subject Property on or before such date and time, TENANT shall be considered a TENANT at sufferance and may be immediately removed from the premises. Any property of TENANT remaining on the subject property as of such date and time, shall be considered abandoned, and the CITY shall have the right to remove the property and dispose of said property in any manner deemed appropriate, and shall owe absolutely no duty to TENANT regarding the abandoned property.
7. CITY shall be responsible for maintenance of the facility at the CITY's discretion with the intent to have a well-maintained facility for TENANT'S use.
8. CITY shall own and operate the facility as the CITY best decides and is in no way obligated to Impact 46 beyond providing space for uses as outlined in this agreement. Nothing prevents Impact 46 and CITY from agreeing to other uses of the facility from time to time.
9. CITY may use or allow other entities to use a portion of the facility at the CITY's sole discretion. CITY shall coordinate any such use with TENANT. Anyone using the facility will be responsible for keeping the facility clean and damage free.

- 10. TENANT shall only sublet, assign, or otherwise convey the right to use the Subject Property to Families First and Georgia Center for Opportunity without the express written approval of CITY prior to any such sublet.
- 11. Indemnity and Hold Harmless. TENANT shall indemnify and save harmless the CITY from and against any and all loss, cost (including reasonable attorney’s fees), damage, expense and liability in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by TENANT or TENANT’s guests, invitees, etc., regardless and irrespective of the cause of such claims for damages.
- 12. TENANT acknowledges and accepts that the CITY is marketing the Subject Property for sale and that the CITY shall have the right to show Subject Property to prospective buyers with reasonable notice to TENANT. Should CITY enter into a contract for the sale of the Subject Property during the term of this lease, CITY shall give TENANT 120 days’ notice of sale of Subject Property to allow TENANT time to relocate.

It is so agreed this _____ day of September 2022.

LAWRENCEVILLE IMPACT 46, INC

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
Jen Young, Executive Director

By: _____
David R. Still, Mayor

ATTEST: _____
Secretary

ATTEST: _____
Karen Pierce, Clerk



LAWRENCEVILLE

GEORGIA

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

Item: SUP2022-00071; GA Lawrenceville Sugarloaf, LLC; 3975 Sugarloaf Parkway

Department: Planning and Development

Date of Meeting: Monday, September 26, 2022

Applicant Request: Special Use Permit to allow Automobile Wash (Carwash)

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

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

Summary: The applicant request a Special Use Permit to allow an Automobile Wash (Carwash) facility. The subject property is a 1.96-acre parcel zoned BG (General Business District), located along the northern right-of-way of Sugarloaf Parkway, just southeast of its intersection with Lawrenceville-Suwanee Road. The site is undeveloped

Attachments/Exhibits:

- SUP2022-00071_Municode
- SUP2022-00071_REPORT_08152022
- SUP2022-00071_P&D RECO COND_08152022
- SUP2022-00071_PC RECO COND_09062022
- SUP2022-00071_APPL WD EMAIL_09132022
- SUP2022-00071_LOI_07102022
- SUP2022-00071_APP_07102022
- SUP2022-00071_ALTA ACSM_07102022

- SUP2022-00071_SITE PLN_07102022
- PDZonedMap_SUP2022-00071
- PDZoneMapAerial_SUP2022-00071
- PDZoneMapAerial_SUP2022-00071_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

CASE NUMBER: SUP2022-00071
APPLICANT: GA LAWRENCEVILLE SUGARLOAF, LLC
OWNER: WR OF STOCKBRIDGE, LLC
CONTACT: JONATHAN COCHRANE
PHONE NUMBER: 803-528-9798
LOCATION: 3975 SUGARLOAF PARKWAY
PARCEL ID: R5082 193
ACREAGE: 1.96
ZONING PROPOSAL: TO ALLOW AUTOMOBILE WASH (CARWASH) AS A
SPECIAL USE
PROPOSED DEVELOPMENT: GENERAL BUSINESS
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

ZONING HISTORY:

The property has been zoned BG (General Business District) since 2003, pursuant to ANX2003-00002 and RZ-03-19.

PROJECT DATA

The applicant request a Special Use Permit to allow an Automobile Wash (Carwash) facility. The subject property is a 1.96-acre parcel zoned BG (General Business District), located along the northern right-of-way of Sugarloaf Parkway, just southeast of its intersection with Lawrenceville-Suwanee Road. The site is undeveloped.

As proposed, the applicant intends to develop the site with an Automobile Wash (Carwash) facility, comprising of a one (1) story, 4,240 square foot commercial building, associated driveways and parking. Access to the site would be via a proposed driveway extending to an exisiting twenty (20) foot access easement located along the eastern and southern property lines providing direct access until

intersecting with Sugarloaf Parkway near the southwest portion of the property. The proposed plan includes a fifty (50) foot Front Yard Setback adjacent to Sugarloaf Parkway, and twenty (20) foot Rear and Side Yard Setbacks along the remaining property lines. As proposed, the building setbacks could be considered more stringent than the minimum standards of the Zoning Ordinance and therefore consistent with the minimum Lot Development Standards for the BG zoning classification.

The proposed plan includes twenty-eight (28) parking spaces, with twenty-four (24) of the proposed parking spaces being devoted primarily to vacuum islands. The Zoning Ordinance, Article 5 Parking does not specifically regulate required parking spaces relating to an Automobile Wash (Carwash) facility. However, as proposed, the plan would meet or exceed the minimum number of off-street parking spaces required for most automobile related uses; which are intended for temporary parking during normal business hours. Additionally, the proposal include driveways or aisles intended to provide ingress/egress throughout the site.

As proposed, the plan does not satisfy the minimum intent of the City of Lawrenceville Development Regulations, Article VIII, Buffer, Landscape and Tree Ordinance, specifically Subsection 8.4.2 Landscape Strip which requires a ten (10) foot Landscape Strip along public right-of-ways, and Subsection 8.4.3 Off-Street Surface Parking Lot Planting which requires landscaping and planting throughout the proposed development. Although landscape design may be premature at this stage of development, the applicant is reminded a Landscape Plan will be required prior to the issuance of a Land Development Permit.

As proposed, the plan does not satisfy the minimum intent of the City of Lawrenceville Development Regulations, Article XIV, Stormwater Management Manual which requires the installation of an on-site stormwater treatment facility intended to prevent increased flood damage, streambank channel erosion and degradation to the habitat or water quality.

The Sugarloaf Parkway corridor could be described as a mix of commercial uses and zoning, and beyond the corridor consisting of residential uses and zoning. The property is bordered to the north and south by the Lawrenceville Commons shopping center, anchored with a Walmart Supercenter, and two out-parcels along Sugarloaf Parkway consisting of a retail strip center and a financial institution, all of which are zoned BG (General Business District). Since 2018, the City Council has approved Tidal Wave Auto Spa Automobile Wash (Carwash) facility located at the southwest intersection of Grayson Highway and Gwinnett Drive, pursuant to SU-18-09, and Tommy's Express Car Wash located at the southwest intersection of

Sugarloaf Parkway and Scenic Highway, pursuant to RZ-19-03 and SU-19-01. In addition an existing Automobile Wash (Carwash) facility (Ultra Car Wash – Sugarloaf) has operated from its current location within unincorporated Gwinnett County at the southeast intersection of Sugarloaf Parkway and U.S. Highway 29 – Lawrenceville Highway. The proposed Automobile Wash (Carwash) facility would be consistent with the established zoning and development pattern throughout the city limits and portions of unincorporated Gwinnett County along Sugarloaf Parkway.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Neighborhood Mixed Use Character Area. The intent of this Character area is to provide a center for local services that is walkable from nearby residential areas. Examples of local services include restaurants, corner stores, drug stores, dry cleaners, and small-scale retail. In some instances, these local services could be mixed with medium density housing such as townhouses or small scale apartment buildings. Neighborhood Mixed Use areas are primarily located in the southern half of the city to serve Traditional Residential neighborhoods. As proposed, the Automobile Wash (Carwash) facility could be consistent with the intent of the 2040 Comprehensive Plan which is designed to promote local services.

In conclusion, the proposed development could be compatible with the established zoning and development pattern in the immediate area. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested rezoning.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No comment.

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

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

The City Council has established precedent relating to Automobile Wash (Carwash) facilities throughout the city limits. Therefore, the requested Special Use Permit may be considered suitable in view of the uses and development throughout the city limits.

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

The existing uses and zoning of would not be adversely impacted by the zoning proposal. As proposed, the plan is consistent with the policies of the City of Lawrenceville.

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

The property has a reasonable economic use as currently zoned.

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

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

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

Policies of the City recognize redevelopment opportunities present throughout the city limits. The development of the property to include an Automobile Wash (Carwash) facility could be in conformity with the policy and intent of the Comprehensive Plan.

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

The request represents an opportunity to develop a parcel of land with a use considered to be consistent with the established zoning and development pattern throughout the city limits.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08152022

SUP2022-00071

Approval of a Special Use Permit for an Automobile Wash (Carwash) facility, subject to the following enumerated conditions:

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

A. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop
- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service

- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. 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 general accordance with site plan submitted to the City of Lawrenceville Planning Commission during the September 6, 2022 public hearing, with changes necessary to meet conditions of zoning, and in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

B. Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

- C.** Building Height and Stories shall be limited to a maximum height of thirty-five (35) feet and a maximum of one (1) story.
- D.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
- E.** Provide a ten (10) foot landscape strip adjacent to the right-of-way of Sugarloaf Parkway.
- F.** Provide a ten (10) foot landscape strip adjacent to all internal property lines.
- G.** Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.
- H.** The installation of vacuum stands and canopies shall not exceed that shown on the site plan presented to the City of Lawrenceville Planning Commission during the September 6, 2022 public hearing.
- I.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
- J.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- K.** Natural vegetation shall remain on the property until the issuance of a development permit.
- L.** Any utility relocations shall be the responsibility of the developer.

PLANNING COMMISSION

RECOMMENDED CONDITIONS_09062022

SUP2022-00071

Approval of a Special Use Permit for an Automobile Wash (Carwash) facility, subject to the following enumerated conditions:

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

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- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop
- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service

- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
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- Tobacco or Novelty Shop
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- Indoor or outdoor Vehicle and Vessel lease, rental, sales

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C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

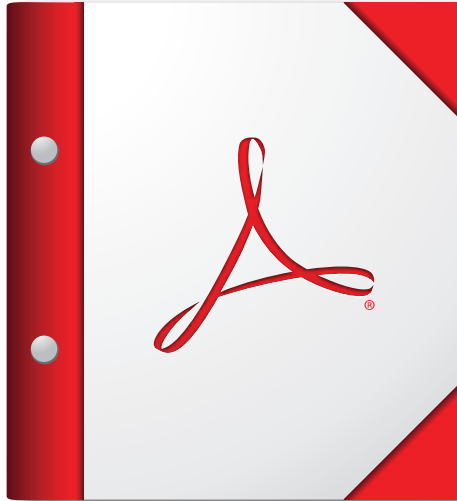
E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;

2. To satisfy the following site development considerations:

A. The development shall be constructed in general accordance with site plan submitted to the City of Lawrenceville Planning Commission during the September 6, 2022 public hearing, with changes necessary to meet conditions of zoning, and in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

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- C.** Building Height and Stories shall be limited to a maximum height of thirty-five (35) feet and a maximum of one (1) story.
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- E.** Provide a ten (10) foot landscape strip adjacent to the right-of-way of Sugarloaf Parkway.
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- G.** Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.
- H.** The installation of vacuum stands and canopies shall not exceed that shown on the site plan presented to the City of Lawrenceville Planning Commission during the September 6, 2022 public hearing.
- I.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
- J.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- K.** Natural vegetation shall remain on the property until the issuance of a development permit.
- L.** Any utility relocations shall be the responsibility of the developer.



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Date: June 15, 2022

City of Lawrenceville Planning Commission & City Council

70 S Clayton St

Lawrenceville, GA 30046

Re: Letter of Intent describing the proposed zoning change and development

Parcel PIN: 5082 193

Dear Sir or Madam:

The proposed use of the above referenced property is an automated express car wash with self-serve vacuum stations. The current zoning is BG – General Business and a special use permit is being applied for, pursuant to the applicable zoning regulations for the City of Lawrenceville.

Sincerely,



Name: Jonathan Cochrane

Title: Development Manager

P2022-00071_LOI_07102022



LAWRENCEVILLE

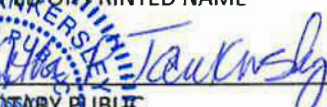
GEORGIA

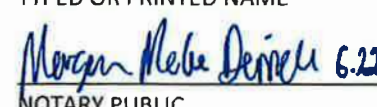
SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: GA Lawrenceville Sugarloaf, LLC	NAME: WR of Stockbridge, LLC
ADDRESS: 201 Riverplace, Suite 400	ADDRESS: 550 Long Point Road
CITY: Greenville	CITY: Mount Pleasant
STATE: SC ZIP: 29601	STATE: SC ZIP: 29464
PHONE: 803-528-9798	PHONE: 843-654-7888
CONTACT PERSON: Jonathan Cochrane PHONE: 803-528-9798	
CONTACT'S E-MAIL: jcochrane@realtlylinkdev.com	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): BG ACREAGE: 1.96	
PARCEL NUMBER(S): 5082 193	
ADDRESS OF PROPERTY: 3975 Sugarloaf Parkway, Lawrenceville, GA 30044	
PROPOSED SPECIAL USE: Automated Express Car Wash with Vacuum Stations	

 7/5/22
SIGNATURE OF APPLICANT DATE

 6/22/2022
SIGNATURE OF OWNER DATE

JONATHAN COCHRANE
TYPED OR PRINTED NAME
 7-5-22
NOTARY PUBLIC DATE
CATHY P. TOWNSEND
NOTARY PUBLIC
Expires 10/18/2029
SOUTH CAROLINA

SCOTT SMITH
TYPED OR PRINTED NAME
 6-22-22
NOTARY PUBLIC DATE
MORGAN MCGEE DERRICK
My Commission Expires 07-20-2023
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
P2022-00071-ASH-CO-2022

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



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:

(Map Reference Number)

86

District

5082

Land Lot

193

Parcel

T. Scott Smith
Signature of Applicant

6/22/2022
Date

T Scott Smith *Manager*
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

P2022-00071_APP_07102022



LAWRENCEVILLE

GEORGIA

2022 CITY COUNCIL AND PLANNING COMMISSION SCHEDULES

The Planning Commission (PC) meets the first Monday of each month at 6:00 PM unless otherwise specified. Submittals are due the 1st Friday of every month unless otherwise specified. All meetings are on the fourth floor of City Hall in the Council Assembly Room. In the event of a conflict, meetings will be on the third floor of City Hall in the GMA Conference Room.

Submittal Deadline (1 st Friday)	Withdrawal Deadline	Legal Advertisement sent to newspaper by 12:00 PM	Legal Advertisement (Sunday)	Planning Commission Hearing at 6:00 pm (1 st Monday)	City Council Work Session at 5:00 pm (2 nd Wednesday)	City Council Hearing at 7:00 pm (4 th Monday)
11/5/2021	12/03/2020 (Friday)	12/07/2021	12/12/2021	01/03/2022	01/12/2022	01/26/2022 (Wednesday)
12/03/2021	12/30/2021 (Thursday)	01/04/2022	01/09/2022	02/01/2022 (Tuesday)	02/09/2022	02/28/2022
01/07/2022	01/28/2022 (Friday)	02/01/2021	02/06/2022	03/01/2022 (Tuesday)	03/09/2022	03/28/2022
02/04/2022	03/04/2022 (Friday)	03/08/2022	03/13/2022	04/04/2022	04/13/2022	04/25/2022
03/04/2022	04/01/2022 (Friday)	04/05/2022	04/10/2022	05/02/2022	05/11/2022	05/23/2022
04/01/2022	05/06/2022 (Friday)	05/10/2022	05/15/2022	06/01/2022 (Wednesday)	06/08/2022	06/22/2022 (Wednesday)
05/06/2022	06/03/2022 (Friday)	06/07/2022	06/12/2022	07/05/2022 (Tuesday)	07/13/2022	07/25/2022
06/03/2022	07/01/2022	07/05/2022	07/10/2022	08/01/2022	08/10/2022	08/22/2022
07/07/2022	08/05/2022 (Friday)	08/09/2022	08/14/2022	09/06/2022 (Tuesday)	09/14/2022	09/26/2022
08/05/2022	09/02/2022 (Friday)	09/06/2022	09/11/2022	10/03/2022	10/12/2022	10/24/2022
09/02/2022	10/07/2022 (Friday)	10/11/2022	10/16/2022	11/07/2022	11/16/2022	11/16/2022
10/07/2022	11/04/2022 (Friday)	11/08/2022	11/13/2022	12/05/2022	12/14/2022	12/14/2022
11/04/2022	TBD	TBD	TBD	TBD 2023	TBD 2023	TBD 2023

NOTES

the 1980s, the 1990s, and the 2000s. The 1980s were characterized by a focus on the environment, the 1990s by a focus on the economy, and the 2000s by a focus on the war on terror. The 1980s were a time of environmental activism, with the passage of the Clean Air Act and the Clean Water Act. The 1990s were a time of economic growth, with the passage of the North American Free Trade Agreement and the passage of the Personal Responsibility and Work Opportunity Reconciliation Act. The 2000s were a time of war, with the passage of the Authorization for Use of Military Force and the passage of the Iraq War Resolution.

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1992). The authors also found that the use of a single, non-validated questionnaire to assess the prevalence of depression in the elderly was not sufficient to detect the prevalence of depression in the elderly. The authors also found that the use of a single, non-validated questionnaire to assess the prevalence of depression in the elderly was not sufficient to detect the prevalence of depression in the elderly.

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1. **What is the purpose of the study?**
 The purpose of the study is to determine the effect of a new drug on the treatment of a specific condition.

2. **What are the research objectives?**
 The research objectives are to compare the efficacy and safety of the new drug with the standard treatment.

3. **What is the study design?**
 The study is a randomized, double-blind, controlled trial.

4. **What are the study participants?**
 The study participants are patients who have been diagnosed with the condition and are eligible for the study.

5. **What are the study interventions?**
 The study interventions are the new drug and the standard treatment.

6. **What are the study outcomes?**
 The study outcomes are the primary and secondary endpoints, which are measures of efficacy and safety.

7. **What are the study results?**
 The study results are the findings of the trial, which show that the new drug is superior to the standard treatment.

8. **What are the study conclusions?**
 The study conclusions are the final findings of the trial, which recommend the use of the new drug.

9. **What are the study limitations?**
 The study limitations are the weaknesses of the trial, which may affect the validity of the results.

10. **What are the study implications?**
 The study implications are the potential impact of the study on the field of medicine.

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MATCHLINE SEE SHEET NO. 1

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8.46 ACRES
377,287 SQ. FT.
ZONE 2 BG
LINK/ACRES-SQUARE FOOT

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BEING 20.00 FT.
WIDE
ADDRESS 2505 SUGARLOAF FERRY
IMPROVEMENTS NOT SHOWN

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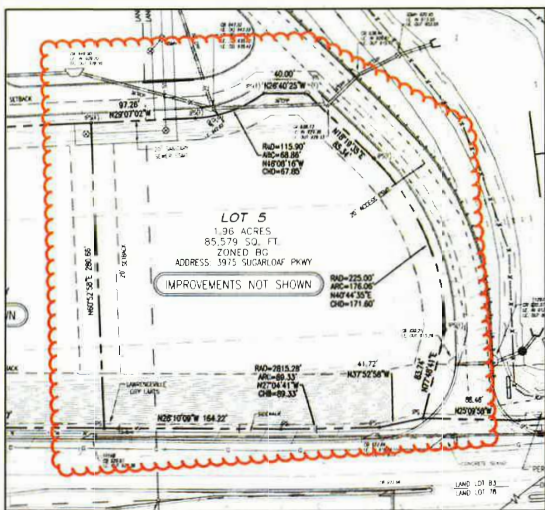
LOT 5
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85270, 50 TH
ADDRESS: 3271 SUNLARK PARK
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the 1970s and 1980s, the U.S. economy has been characterized by a high rate of technological change, a high rate of capital accumulation, and a high rate of population growth. These three factors have all contributed to a high rate of economic growth, which has been the primary source of the U.S. economic success in the postwar period.

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A horizontal number line with tick marks at 0, 50, 100, and 150. A solid black bar starts at 0 and ends at 25. A second solid black bar starts at 25 and ends at 50. A third solid black bar starts at 50 and ends at 75. A fourth solid black bar starts at 75 and ends at 100. A fifth solid black bar starts at 100 and ends at 125. A sixth solid black bar starts at 125 and ends at 150.



Note

- All of property is out of the flood zone.
- No existing structures on site.
- No streams or wetlands on site.

CAR WASH SITE INFO

Zoning: BG

Overlay Dist: N/A

Acres: 1.96 ACRES

ADJ: LAWRENCEVILLE, GA

Setbacks Required By Code:

Front: 50' Rear: 20'

Any Road: 5' Sides: 20'

Buffers Required by Code:

O' adjacent to BG

Paving:

90' Side Min. 24'

All Space Min. 9' x 18'

Car Wash Min. 2-Bay, 1-500sf

Parking Provided: 23

Parking Ratio: 6.66

Building Area: 4,240 Sq

REALTYPINK, LLC

201 RIVERPLACE, SUITE 400
GREENVILLE, SC 29601
864-242-4008
REALTYLINKDEV.COM

CONCEPTUAL SITE PLAN

GA Lawrenceville Sugarloaf

STARTING WITH SURVEY
SITE PLN 07102022

DATE	06-10-95
DRAWN BY	000000

SITE PLAN / REZONING

EXHIBIT 2-00



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00071

Applicant: GA Lawrenceville
Sugarloaf, LLC

Legend

 Subject Property

 Parcels

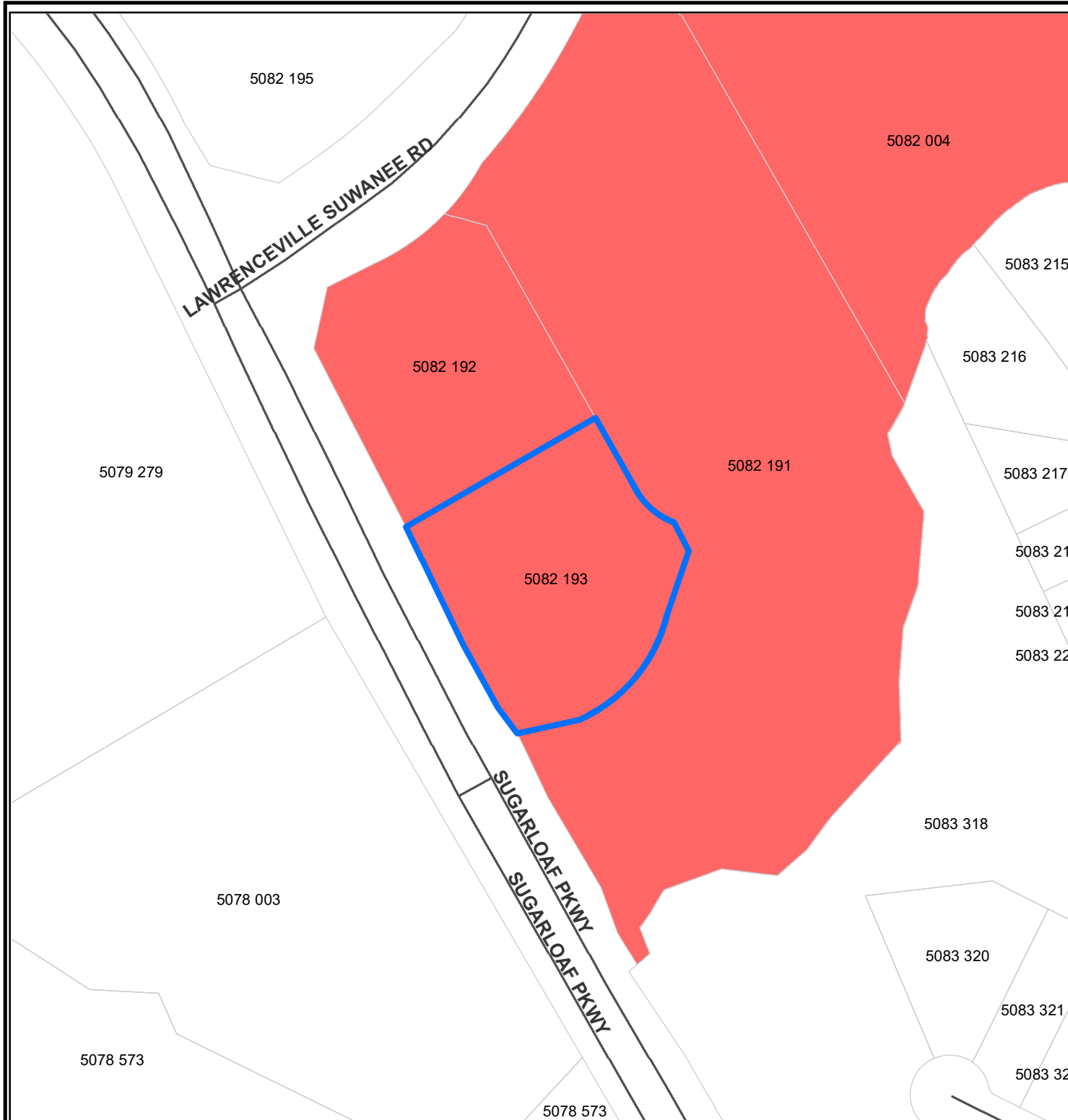
Zoning Districts

 BG General Business

 Roads



0 95 190





LAWRENCEVILLE

GEORGIA

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Planning & Development*

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0 95 190



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Planning & Development*

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File # SUP2022-00071

**Applicant: GA Lawrenceville
Sugarloaf LLC**

Legend

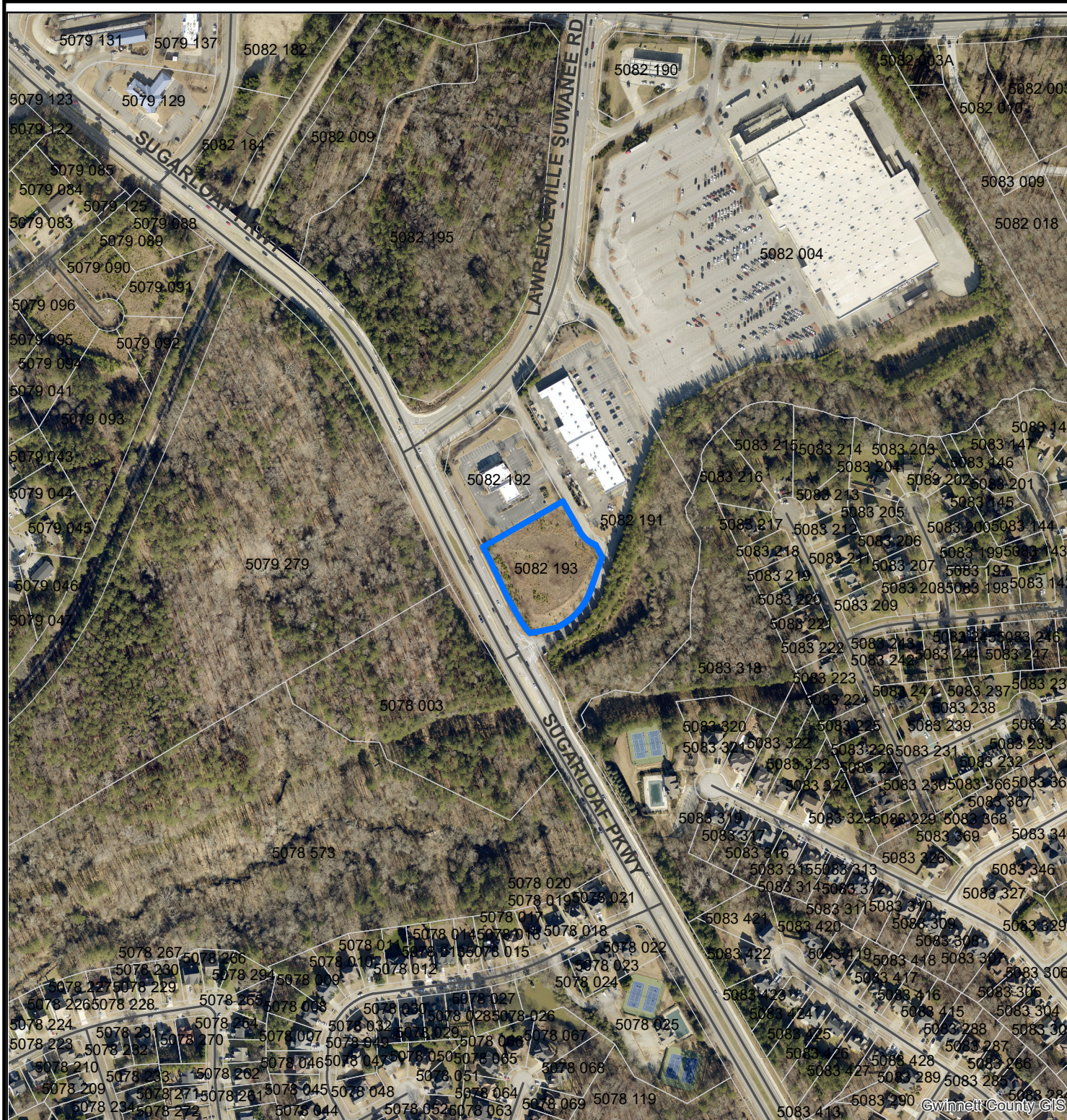
 Subject Property

 Parcels

5 — Roads



0	230	460
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LAWRENCEVILLE

GEORGIA

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

Item: SUP2022-00072; Learning Time; 141 Langley Drive

Department: Planning and Development

Date of Meeting: Monday, September 26, 2022

Applicant Request: Special Use Permit to allow Day Care Facility

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

Department Recommendation: **Approval with Conditions**

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

Summary: The applicant request a Special Use Permit to allow a Day Care Facility. The subject property is a 0.66-acre parcel zoned OI (Office Institutional District), located along the western right-of-way of Langley Drive, just south of its intersection with Huff Street.

Attachments/Exhibits:

- SUP2022-00072_MUNICODE_08152022
- SUP2022-00072_REPORT_08152022
- SUP2022-00072_P&D RECO COND_08152022
- SUP2022-00072_PC RECO COND_09062022
- SUP2022-00072_CC RECO COND_09152022
- SUP2022-00072_LEGAL_07102022
- SUP2022-00072_LOI_07102022
- SUP2022-00072_APP_07102022
- SUP2022-00072_LND SRVY_07102022

- SUP2022-00072_VCNTY MAP_07102022
- PDZonedMap_SUP2022-00072
- PDZoneMapAerial_SUP2022-00072
- PDZoneMapAerial_SUP2022-00072_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

CASE NUMBER: SUP2022-00072
APPLICANT: LEARNING TIME
OWNER: ALBERTA BERHANNAN; ASHLEY SANON
CONTACT: ALBERTA BERHANNAN
PHONE NUMBER: 330-881-7504
LOCATION: 141 LANGLEY DRIVE
PARCEL ID: R5143 219
ACREAGE: 0.66
ZONING PROPOSAL: TO ALLOW DAY CARE FACILITY AS A SPECIAL USE
PROPOSED DEVELOPMENT: GENERAL BUSINESS
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

ZONING HISTORY:

The subject property has been zoned OI (Office Institutional District) since 1985.

PROJECT DATA

The applicant request a Special Use Permit to allow a Day Care Facility. The subject property is a 0.66-acre parcel zoned OI (Office Institutional District), located along the western right-of-way of Langley Drive, just south of its intersection with Huff Street.

The site consist of two (2) one (1) story commercial buildings totaling approximately 4,506 square feet, with associated driveways and parking. Access to the site would be via two (2) existing curb cuts extending from Langley Drive. According to the submitted land survey the site consists of fourteen (14) parking spaces, based on current regulations the site would not be in compliance with minimum standards of the Zoning Ordinance, Article 5 Parking, Section 508, Table 5-3: Number of Off-Street Parking Spaces Required. In addition, the submitted land survey indicates the existing structure encroaches into the required fifty (50) foot

Front Yard Setback area approximately fourteen (14) feet. As part of this application variances will be required allowing a decrease in the number of required off-street parking spaces and an encroachment into the required Front Yard Setback. Approval of the request would bring the site into compliance with the minimum standards of the Zoning Ordinance, Article 1 Districts and Article 5 Parking.

The site does not satisfy the minimum intent of the City of Lawrenceville Development Regulations, Article VIII, Buffer, Landscape and Tree Ordinance, specifically Subsection 8.4.2 Landscape Strip which requires a ten (10) foot Landscape Strip along public right-of-ways, and Subsection 8.4.3 Off-Street Surface Parking Lot Planting, and Article XIV, Stormwater Management Manual. Although the proposal does not include construction activities associated with land disturbance the applicant is reminded that future expansion or redevelopment of the property will require compliance with the Development Regulations, Subdivision Regulations and Zoning Ordinance.

The area along Langley Drive surrounding the subject property could be described as a mix of commercial, office and residential uses and zoning. The property is bordered to the east by the OI zoned Langley Professional Building, which is utilized for office and institutional uses. To the west, is the BG (General Business District) zoned Langley Commons office park. Further to the west, is the RM-12 (Multifamily Residence District) zoned Deauville Apartments located along Huff Street. To the north, across Langley Drive are properties zoned OI consisting of office, institutional and religious uses. To the south, is the Baggett single-family subdivision zoned RS-150 (Single-Family Residence District). The proposed Day Care Facility would be consistent with the established zoning and development pattern along Langley Drive.

The Community Mixed Use character area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown, and could benefit from the “halo effect” of high-quality development already happening nearby. As proposed, the Day Care Facility could be consistent with the intent of the 2040 Comprehensive Plan, which is designed to revitalize and build on existing commercial character.

In conclusion, the proposed development could be compatible with the established zoning and development pattern in the immediate area. Given the

aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested rezoning.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No comment.

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

1. **Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**
The requested Special Use Permit may be considered suitable in view of the uses and development throughout the city limits.
2. **Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**
The existing uses and zoning of would not be adversely impacted by the zoning proposal. As proposed, the plan is consistent with the policies of the City of Lawrenceville.
3. **Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**
The property has a reasonable economic use as currently zoned.
4. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**
Impacts on public facilities would be anticipated in the form of traffic, utility demand, stormwater runoff and schools; however, these impacts would be mitigated with appropriate conditions, site development requirements, and planning.
5. **Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**
The reuse of the property as a Day Care Facility could be in conformity with the policy and intent of the Comprehensive Plan.
6. **Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;**
The request represents an opportunity to utilize a parcel of land with a use considered to be consistent with the established zoning and development pattern throughout the city limits.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08152022

SUP2022-00072

Approval of a Special Use Permit for a Day Care Facility, subject to the following enumerated conditions:

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

A. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Automobile Wash (Carwash)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop
- Maintenance Shop (fleet vehicles)

- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;

2. The following variance is granted:

A. A variance to allow a reduction in the required number of off-street parking spaces from eighteen (18) parking spaces to fourteen (14) parking spaces as shown on the survey prepared for Business Loan Center, LLC, Learning Time Inc. d/b/a Langley Academy, Lawyers Title Insurance Corporation, prepared by Solar Land Surveying Company, dated January 31, 2005, and presented to the Planning Commission during the September 6, 2022 public hearing.

B. A variance to allow a fourteen (14) foot encroachment into the required Front Yard Setback area as shown on the survey prepared for Business Loan Center, LLC, Learning Time Inc. d/b/a Langley Academy, Lawyers Title Insurance

Corporation, prepared by Solar Land Surveying Company, dated January 31, 2005, and presented to the Planning Commission during the September 6, 2022 public hearing.

PLANNING COMMISSION

RECOMMENDED CONDITIONS_09062022

SUP2022-00072

Approval of a Special Use Permit for a Day Care Facility, subject to the following enumerated conditions:

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

A. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Automobile Wash (Carwash)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop
- Maintenance Shop (fleet vehicles)

- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;

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Corporation, prepared by Solar Land Surveying Company, dated January 31, 2005, and presented to the Planning Commission during the September 6, 2022 public hearing.

CITY COUNCIL

RECOMMENDED CONDITIONS_09152022

SUP2022-00072

Approval of a Special Use Permit for a Day Care Facility, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** The following uses shall be prohibited:
 - Adult Entertainment Facility
 - Auction House
 - Automobile Accessories Sales and Installation
 - Automobile Body Repair, Painting or Rebuilding
 - Automobile Broker
 - Automobile Manufacturing Plant
 - Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
 - Automobile Parts Store (with/without installation)
 - Automobile Repair and Maintenance (Principal Use)
 - Automobile Sales or Auction and Related Service (indoor/outdoor sales)
 - Automobile Wash (Carwash)
 - Bail Bonding
 - Building Materials Sales (indoors/outdoors)
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 - Machine Shop
 - Maintenance Shop (fleet vehicles)

- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
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- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

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E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;

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Corporation, prepared by Solar Land Surveying Company, dated January 31, 2005, and presented to the Planning Commission during the September 6, 2022 public hearing.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCELS OF LAND LYING AND OR BEING A LAND LOT 141 OF THE 5TH DISTRICT OF GWINNETT COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HEFF STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF PINE TREE DRIVE AND RUN THENCE SOUTH 30 DEGREES 47 MINUTES EAST A DISTANCE OF 202.09 FEET TO A POINT; THENCE RUN NORTH 64 DEGREES 15 MINUTES EAST A DISTANCE OF 201.00 FEET TO A POINT; THENCE RUN SOUTH 69 DEGREES 21 MINUTES EAST A DISTANCE OF 142.80 FEET TO A POINT; THENCE RUN SOUTH 60 DEGREES 35 MINUTES EAST A DISTANCE OF 99.67 FEET TO A POINT; THENCE RUN SOUTH 01 DEGREES 18 MINUTES WEST A DISTANCE OF 200.48 FEET TO A POINT; THENCE RUN NORTH 64 DEGREES 32 MINUTES EAST A DISTANCE OF 104.40 FEET TO A POINT; THENCE RUN SOUTH 40 DEGREES 27 MINUTES EAST A DISTANCE OF 9.20 FEET TO AN IRON PIN PLACED AND THE TRUE POINT OF BEGINNING.

THENCE FROM SAID TRUE POINT OF BEGINNING THUS ESTABLISHED RUN THENCE NORTH 29 DEGREES 13 MINUTES EAST A DISTANCE OF 20.08 FEET TO AN IRON PIN PLACED; THENCE RUN NORTH 64 DEGREES 22 MINUTES 43 SECONDS EAST A DISTANCE OF 73.56 FEET TO A REBAR FOUND ON THE SOUTHERLY RIGHT-OF-WAY OF LANGLEY DRIVE; THENCE RUN ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 756.68 FEET A DISTANCE OF 109.10 FEET TO A POINT (SAID ARC BEING SUBTENDED BY THE CHORD BEARING OF SOUTH 59 DEGREES 42 MINUTES 47 SECONDS EAST AND HAVING A DISTANCE OF 109.01 FEET); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND RUN THENCE SOUTH 29 DEGREES 50 MINUTES 31 SECONDS EAST A DISTANCE OF 32.65 FEET TO AN IRON PIN PLACED; THENCE LEAVING SAID RIGHT-OF-WAY AND RUN THENCE SOUTH 35 DEGREES 40 MINUTES 44 SECONDS WEST A DISTANCE OF 121.40 FEET TO AN IRON PIN PLACED; THENCE RUN SOUTH 84 DEGREES 37 MINUTES 44 SECONDS WEST A DISTANCE OF 164.20 FEET TO AN IRON PIN PLACED AND THE TRUE POINT OF BEGINNING.

SAID TRACT TO CONTAIN 28.916 ACFT.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 15.1 ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT IS BE ACCURATE TO 1 FOOT IN 100,000+ FEET. AN ELECTRONIC TOTAL STATION AND A USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE COORDINATE MONUMENT

June 29, 2022

Dear Sir/Madam:

Please be advised that Learning Time 141 Langley Drive Lawrenceville Georgia 30046 has applied for a special use permit for the above referenced property to allow a daycare facility to continue operating. The property owners Alberta Berhannan can be reached at 770-822-0354 or agwill1218@aol.com. Co-Owner Ashley Sanon can be reached at 770-822-0354 or A.Sanon89@gmail.com. The public hearings concerning this special use permit request shall be held at the following:



LAWRENCEVILLE GEORGIA

2022 CITY COUNCIL AND PLANNING COMMISSION SCHEDULES

The Planning Commission (PC) meets the first Monday of each month at 6:00 PM unless otherwise specified. Submittals are due the 1st Friday of every month unless otherwise specified. All meetings are on the fourth floor of City Hall in the Council Assembly Room. In the event of a conflict, meetings will be on the third floor of City Hall in the GMA Conference Room

Submittal Deadline (1 st Friday)	Withdrawal Deadline	Legal Advertisement sent to newspaper by 12:00 PM	Legal Advertisement (Sunday)	Planning Commission Hearing (1 st Monday)	City Council Work Session (2 nd Wednesday)	City Council Hearing (4 th Monday)
11/5/2021	12/03/2020 (Friday)	12/07/2021	12/12/2021	01/03/2022	01/12/2022	01/26/2022 (Wednesday)
12/03/2021	12/30/2021 (Thursday)	01/04/2022	01/09/2022	02/01/2022 (Tuesday)	02/09/2022	02/28/2022
01/07/2022	01/28/2022 (Friday)	02/01/2021	02/06/2022	03/01/2022 (Tuesday)	03/09/2022	03/28/2022
02/04/2022	03/04/2022 (Friday)	03/08/2022	03/13/2022	04/04/2022	04/13/2022	04/25/2022
03/04/2022	04/01/2022 (Friday)	04/05/2022	04/10/2022	05/02/2022	05/11/2022	05/23/2022
04/01/2022	05/06/2022 (Friday)	05/10/2022	05/15/2022	06/01/2022 (Wednesday)	06/08/2022	06/20/2022
05/06/2022	06/03/2022 (Friday)	06/07/2022	06/12/2022	07/05/2022 (Tuesday)	07/13/2022	07/25/2022
06/03/2022	07/01/2022	07/05/2022	07/10/2022	08/01/2022	08/10/2022	08/22/2022
07/07/2022	08/05/2022 (Friday)	08/09/2022	08/14/2022	09/06/2022 (Tuesday)	09/14/2022	09/26/2022
08/05/2022	09/02/2022 (Friday)	09/06/2022	09/11/2022	10/03/2022	10/12/2022	10/24/2022

The above-mentioned property is currently zoned for mix-use and has operated as a daycare since its establishment in 1972. ABAS II LLC is not proposing any new construction or changes to the current structure of the building. Nor are we changing any business hours or current uses. This letter of intent is solely for the purpose of continuing as it has been since 1972.

Thank you for your consideration,

Learning Time Owners

Alberta Berhannan & Ashley Sanon



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Learning Time</u>	NAME: <u>Alberta Berhannan</u>
ADDRESS: <u>141 Langley Dr</u>	ADDRESS: <u>6582 Leman Grass Ln</u>
CITY: <u>Lawrenceville</u>	CITY: <u>flowery Branch</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30542</u>
PHONE: <u>770-822-0354</u>	PHONE: <u>330-881-7504</u>
CONTACT PERSON: <u>Alberta Berhannan</u> PHONE: <u>330-881-7504</u>	
CONTACT'S E-MAIL: <u>AGwill1218@aol.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>5m</u> ACREAGE: <u>.43</u>	
PARCEL NUMBER(S): <u>5143 219</u>	
ADDRESS OF PROPERTY: <u>141 Langley Dr Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Daycare facility</u>	

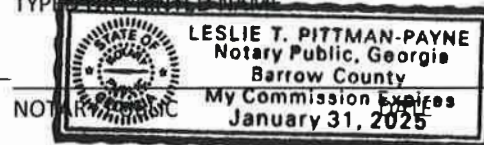
Alberta Berhannan 7/1/22
SIGNATURE OF APPLICANT DATE

Alberta Berhannan
TYPED OR PRINTED NAME

Leslie T. Pittman-Payne 7/1/22
NOTARY PUBLIC DATE

Alberta Berhannan 7/1/22
SIGNATURE OF OWNER DATE

Alberta Berhannan
TYPED OR PRINTED NAME



This certificate is attached to a 1 page document dealing with/entitled Special Permit and dated 7/1/22

Acknowledgment Certificate

State of Georgia

County of Hall

The foregoing instrument was acknowledged before me this 1 day of July, 20 22

by Ashley Saxon



My Commission Expires: January 31, 2025

Signer's identity verified in the following manner:

☐ Personally Known

☒ Produced Identification

Type of ID: Ohio Drivers License

(Seal)



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

Alberta Berhannan
AKNOWLEDGED BY (PRINT NAME)

6/29/22
DATE

Alberta Berhannan
SIGNATURE

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

P2022-00072_APP_07102022



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:

(Map Reference Number)

5th

District

143

Land Lot

5143 219

Parcel

Signature of Applicant

Date

Alberta Bernhannan

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)

V. Scholz

NAME

TSA II Revenue Specialist

TITLE

6/29/2022

DATE

6/29/22

Current for: 2020

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

P2022-00072_APP_07102022

n/a



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.



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Learning Time</u>	NAME: <u>Ashley Sanon</u>
ADDRESS: <u>141 Langley Dr</u>	ADDRESS: <u>3058 Heritage Oaks Cir</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Dacula</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30019</u>
PHONE: <u>770-822-0354</u>	PHONE: <u>347-816-8003</u>
CONTACT PERSON: <u>Alberta Berhannan</u> PHONE: <u>330-881-7504</u>	
CONTACT'S E-MAIL: <u>AGwill1218@aol.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>5m</u> ACREAGE: <u>.43</u>	
PARCEL NUMBER(S): <u>5143 219</u>	
ADDRESS OF PROPERTY: <u>141 Langley Drive Lawrenceville 30046</u>	
PROPOSED SPECIAL USE: <u>Daycare</u>	

Ashley Sanon
SIGNATURE OF APPLICANT

7/1/2022
DATE

Ashley S
SIGNATURE OF OWNER

7/1/2022
DATE

Ashley Sanon
TYPED OR PRINTED NAME

Ashley Sanon
TYPED OR PRINTED NAME

Leslie T. Pittman-Payne
NOTARY PUBLIC

7/1/22
DATE

LESLEY T. PITTMAN-PAYNE
Notary Public, Georgia
Barrow County
My Commission Expires
January 31, 2025

This certificate is attached to a 1 page document dealing with/entitled Permit application and dated 7/1/22

Acknowledgment Certificate

State of Georgia

County of Hall

The foregoing instrument was acknowledged before me this 1 day of July, 20 22,

by Alberta Berhannan.

Leslie T. Pittman-Payne
 Signature of Notary Public
LESLIE T. PITTMAN-PAYNE
 Notary Public, Georgia
 Barrow County
 My Commission Expires
 January 31, 2025
 Printed Name of Notary Public Notary Public

My Commission Expires: January 31, 2025

Signer's identity verified in the following manner:

- ☐ Personally Known
☒ Produced Identification

Type of ID: Ohio Drivers License

(Seal)



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

Alberta Bernhannan
AKNOWLEDGED BY (PRINT NAME)

6/29/22
DATE

Alberta Bernhannan
SIGNATURE

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

P2022-00072_APP_07102022



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:

(Map Reference Number)

5th

District

143

Land Lot

5143 219

Parcel

Signature of Applicant

Date

Alberta Bernhannan

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)

V. Scholby

NAME

TSA II Revenue Specialist

TITLE

6/29/2022

DATE

6/29/22

Current for: 2020

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

P2022-00072_APP_07102022

n/a



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

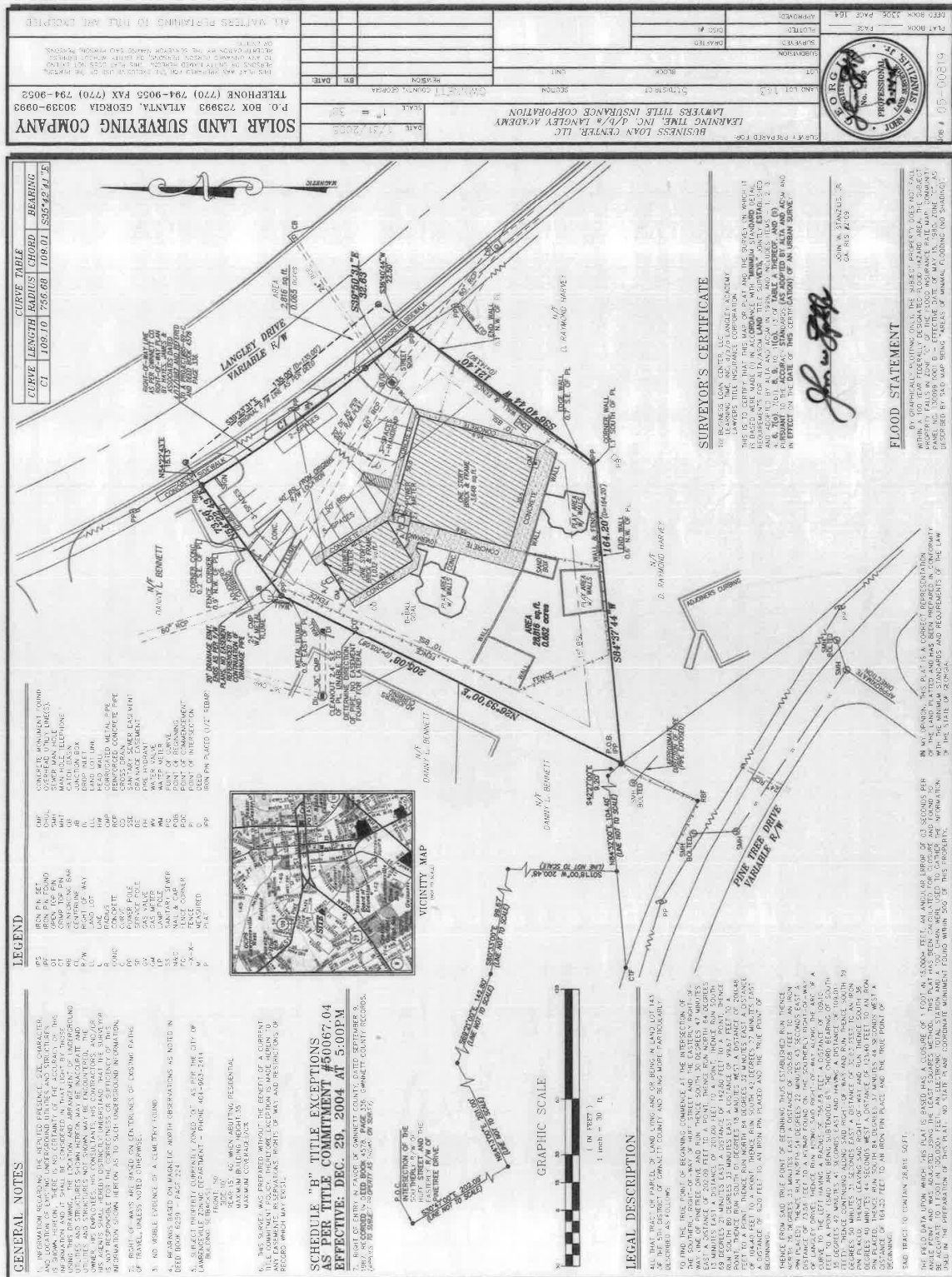
If the answer is yes, please complete the following section:

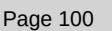
NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

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

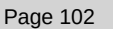
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P2022-00072_APP_07102022

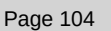


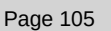


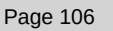






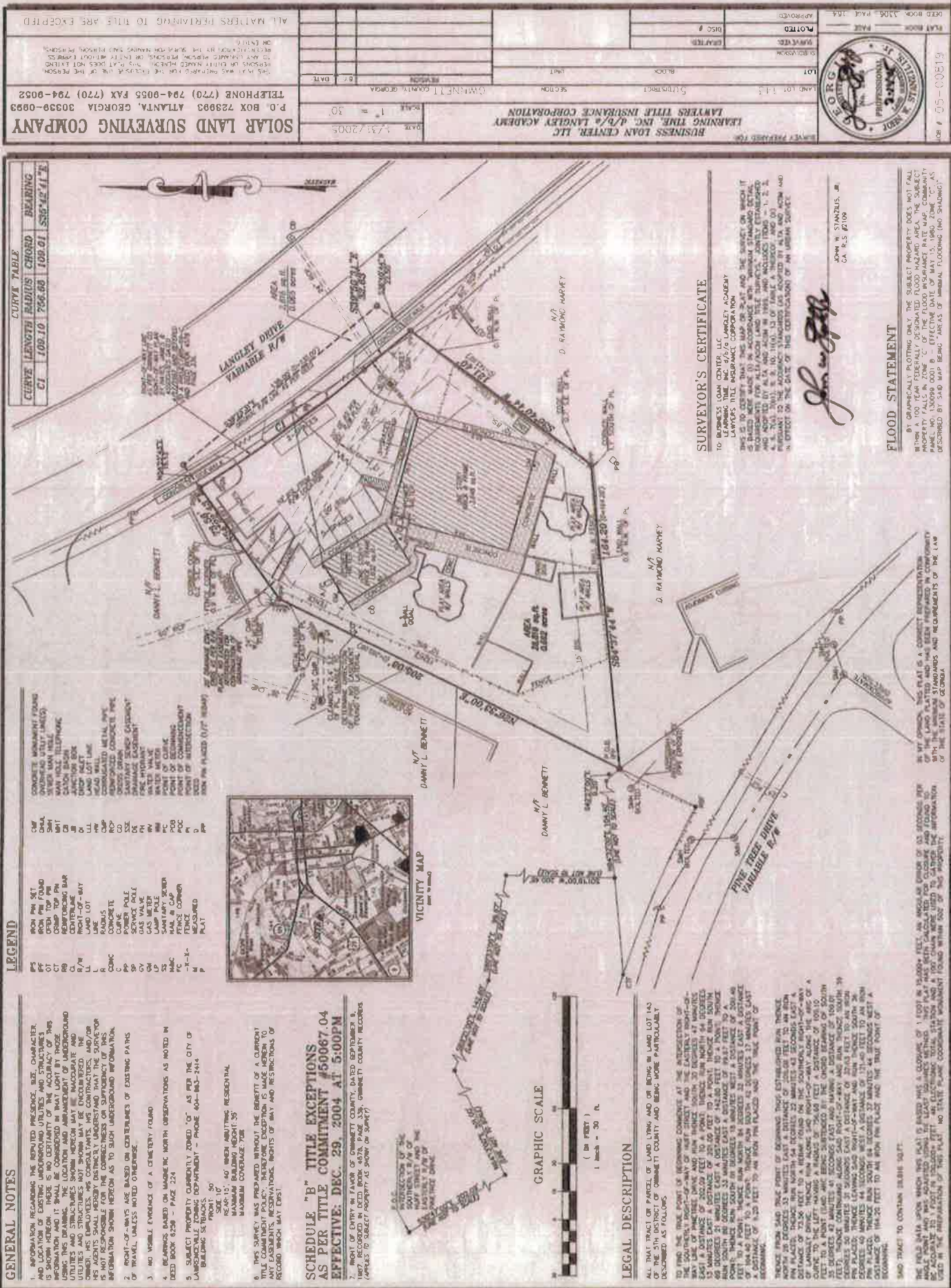


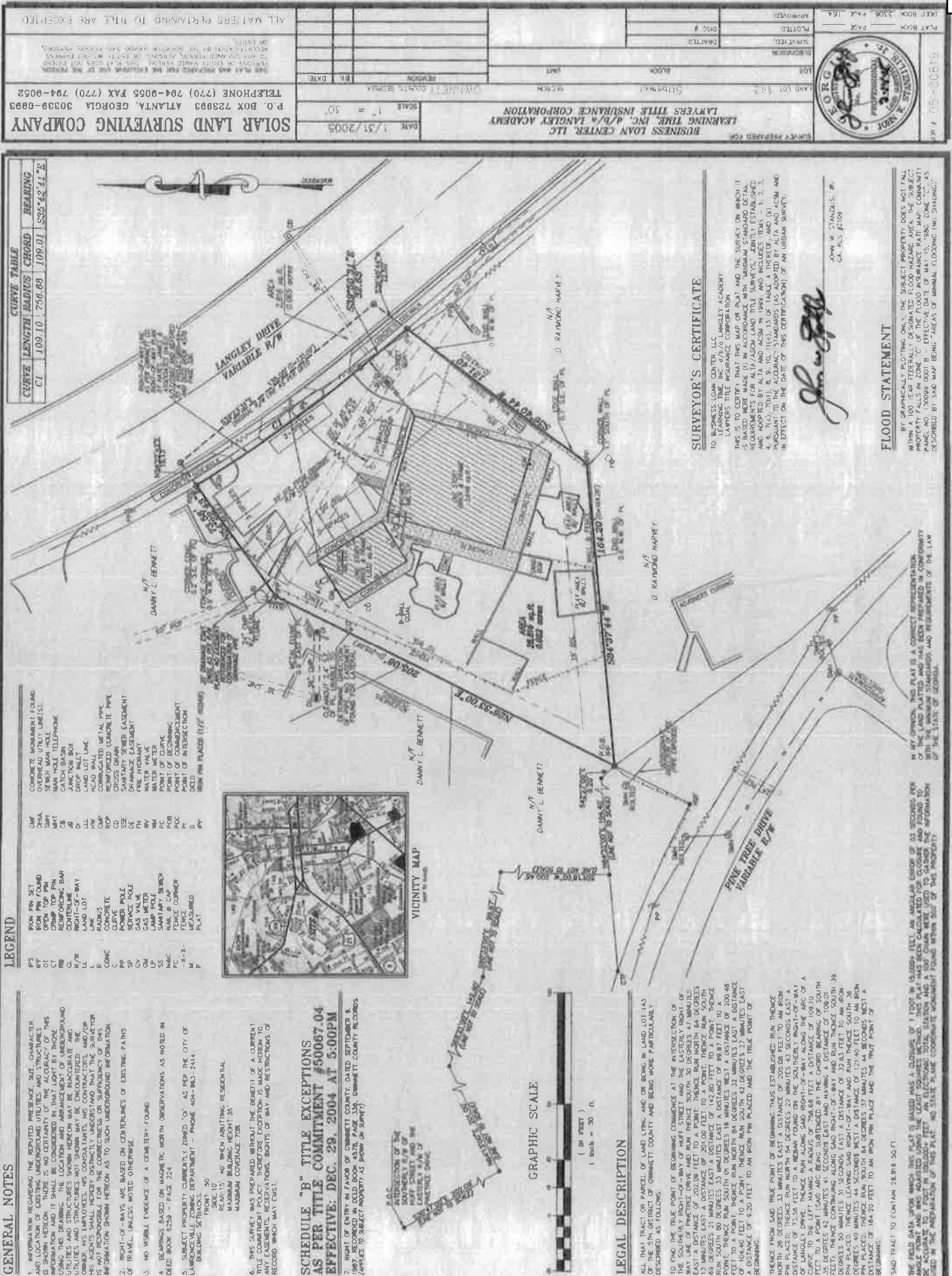


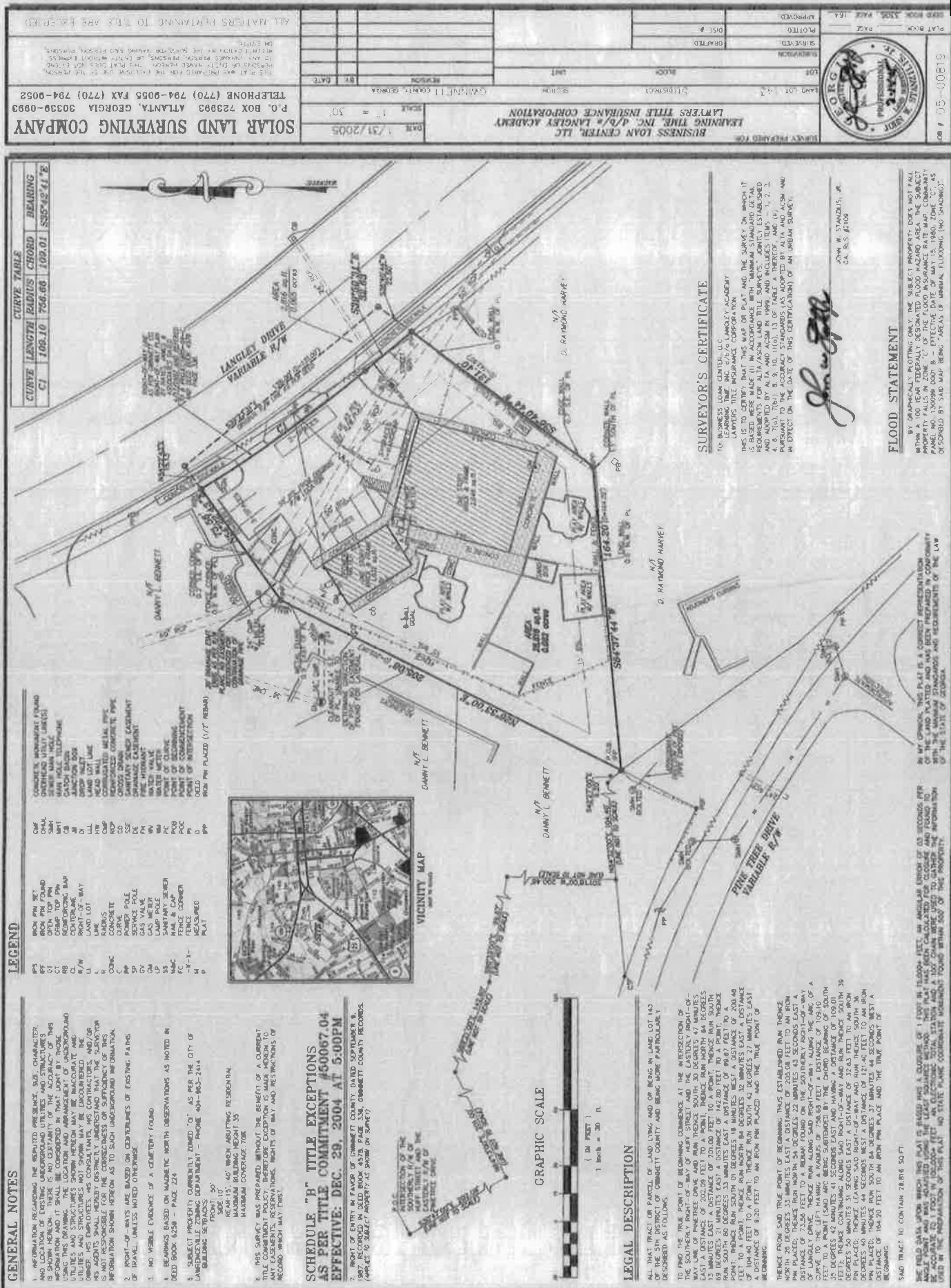




P2022-00072_Vicinity Map_07102022





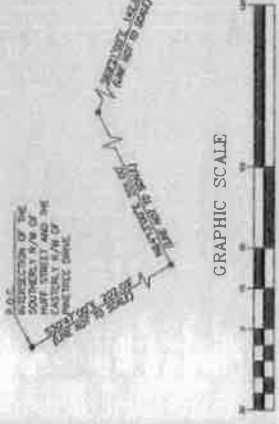


[illegible]

1. INFORMATION REGARDING THE REVISED PRESENCE, SIZE, CHARACTER, LOCATION AND CONDITION OF THIS SHOWN HEREON.
2. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INADEQUATE FOR THE PURPOSES OF THE PROJECT.
3. THE CITY ENGINEER'S OFFICE HAS BEEN ADVISED THAT THE SHOWN HEREON HAS ACTUALLY TAKEN PLACE DURING THE LAST YEAR BUT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
4. RIGHT-OF-WAYS ARE BASED ON CENTERLINES OF EXISTING PATHS OF TRAVEL UNLESS NOTED OTHERWISE.
5. NO POSITIVE EVIDENCE OF A COUNTRY FOUND.
6. REVENUES BASED ON MAGNETIC NORTH OBSERVATIONS AS NOTED IN DEED BOOK 8250 - PAGE 224
7. SUBJECT PROPERTY CURRENTLY ZONED "O" AS PER THE CITY OF LAMARCHEVILLE ZONING DEPARTMENT - PHONE 404-963-2814
BUILDING HEIGHT 10' 0"
FRONT 50'
SIDE 10'
REAR 10'
8. 40' HIGH ADJUTING RESIDENTIAL MAXIMUM BUILDING HEIGHT 35' MAXIMUM COVERAGE 70%

9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT RECORD MAP. THE ENGINEER HAS REVIEWED THE RECORD MAP AND RESTRICTIONS OF ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD WHICH MAY EXIST.

SCHEDULE "B" TITLE EXCEPTIONS
AS PER TITLE COMMITMENT #50067.04
EFFECTIVE: DEC. 29, 2004 AT 5:00PM



LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND OR BEING IN LAND LOT 143 OF THE 3TH DISTRICT OF CHAMBERLAIN COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

TO THE SOUTH POINT OF BEGINNING CORNER AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HIGH STREET AND THE EASTERLY RIGHT-OF-WAY OF PINEHURST DRIVE AND RUN THENCE SOUTH 30 DEGREES 47 MINUTES EAST A DISTANCE OF 202.00 FEET TO A POINT; THENCE RUN NORTH 64 DEGREES 15 MINUTES EAST A DISTANCE OF 142.80 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 21 MINUTES EAST A DISTANCE OF 192.80 FEET TO A POINT; THENCE RUN SOUTH 33 DEGREES EAST A DISTANCE OF 194.07 FEET TO A POINT; THENCE RUN SOUTH 10 DEGREES 18 MINUTES WEST A DISTANCE OF 200.00 FEET TO A POINT; THENCE RUN NORTH 22 DEGREES 17 MINUTES EAST A DISTANCE OF 104.40 FEET TO A POINT; THENCE RUN SOUTH 42 DEGREES 17 MINUTES EAST A DISTANCE OF 9.20 FEET TO AN IRON PIN PLACED AND THE SOUTH POINT OF BEGINNING.

TREND FROM SAID TRUE POINT OF BEGINNING THIS ESTABLISHED NEW TRUCK NORTH AND DEGREES 13 MINUTES EAST A DISTANCE OF 700 FEET TO AN IRON PILE PLACED AT THE END OF SAID TRACK, THENCE CONTINUING ALONG SAID COURSE A DISTANCE OF 73.96 FEET TO A REBAR TIED ON THE SOUTHERLY POINT OF SAID RAILROAD CROSSING, THENCE FOLLOWING SAID CURVE TO THE LEFT MAKING A RADIUS OF 784.63 FEET A DISTANCE OF 109.10 FEET TO A POINT SAID ARC BEING SUBTENDED BY THE CHORD BEARING OF 50.00 DEGREES 44 MINUTES WEST A DISTANCE OF 121.40 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND FOUR THIRDS THEREOF FOR A TOTAL OF 14.56 FEET TO A SECOND IRON PILE PLACED SOUTH AND DEGREES 40 MINUTES 44 SECONDS WEST A DISTANCE OF 121.40 FEET TO AN IRON PILE PLACED AT THE END OF SAID TRACK, THENCE CONTINUING ALONG SAID COURSE A DISTANCE OF 164.20 FEET TO AN IRON PILE PLACED AT THE TRUE POINT OF BEGINNING.

SALO TRACT TO CONTAIN 20.816 SQ.FT

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE OF 1 FOOT IN 15,000 FEET, AN ANGULAR ERROR OF 0.3 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THE PLAN HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE AS ACCURATE TO 1 FOOT IN 100,000 FEET AS AN ELECTRONIC TOTAL STATION AND A TOTAL STATION WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAN. NO STATE OR NAD COORDINATE INFORMATION FOUND WHERE ANY OF THE PROPERTY.

SURVEYOR'S CERTIFICATE

TO-BUSINESS LOAN CORP., LLC
LEARNING TREE INC. d/b/a LAMLEY ACADEMY
LAWYERS TITLE INSURANCE CORPORATION

JENN W STANZULIS JR
CA RLS #2109

FLOOD STATEMENT

BY GRAPHICALLY PLOTTING ONLY, THE SUBJECT PROPERTY DOES NOT FALL WITHIN A 100 YEAR FEDERALLY DESIGNATED FLOOD HAZARD AREA. THE SUBJECT PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 1306094 D001; B - EFFECTIVE DATE OF MAY 15, 1980. ZONE "C" AS DESCRIBED BY SAID MAP BEING "AREAS OF MINIMAL FLOODING (NO SHALOWING)".



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00072

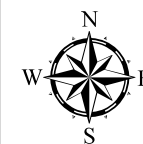
Applicant: Learning Time

Legend

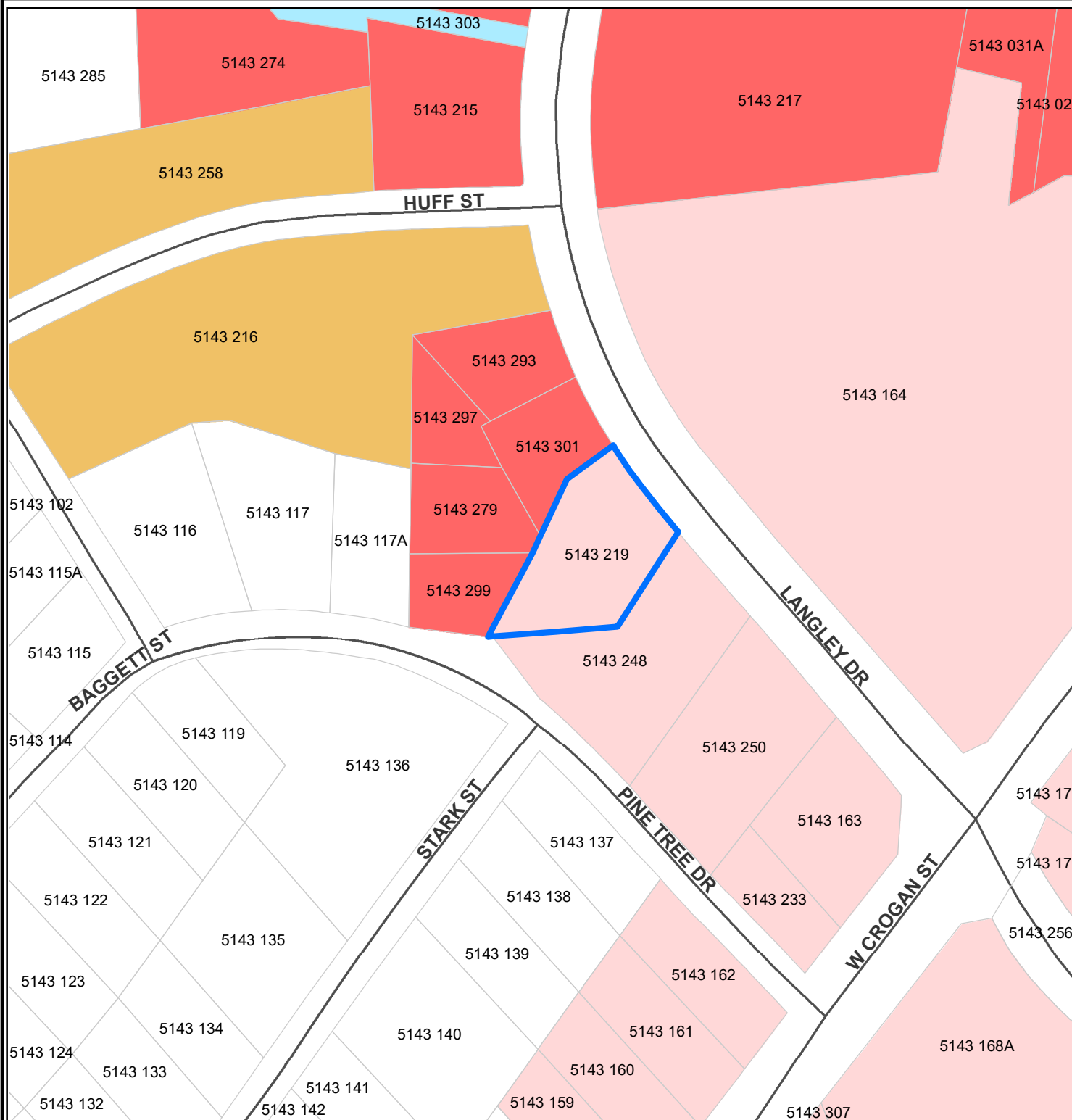
-  Subject Property
-  Parcels

Zoning Districts

-  BG General Business
-  LM Light Manufacturing
-  OI Office Institutional
-  RM-12 General Residence
-  Roads



0 95 190





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00072

Applicant: Learning Time

Legend

- Subject Property
- Parcels

Zoning Districts

- BG General Business
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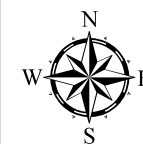
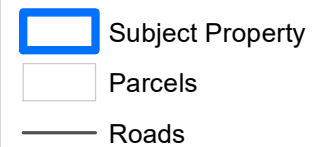


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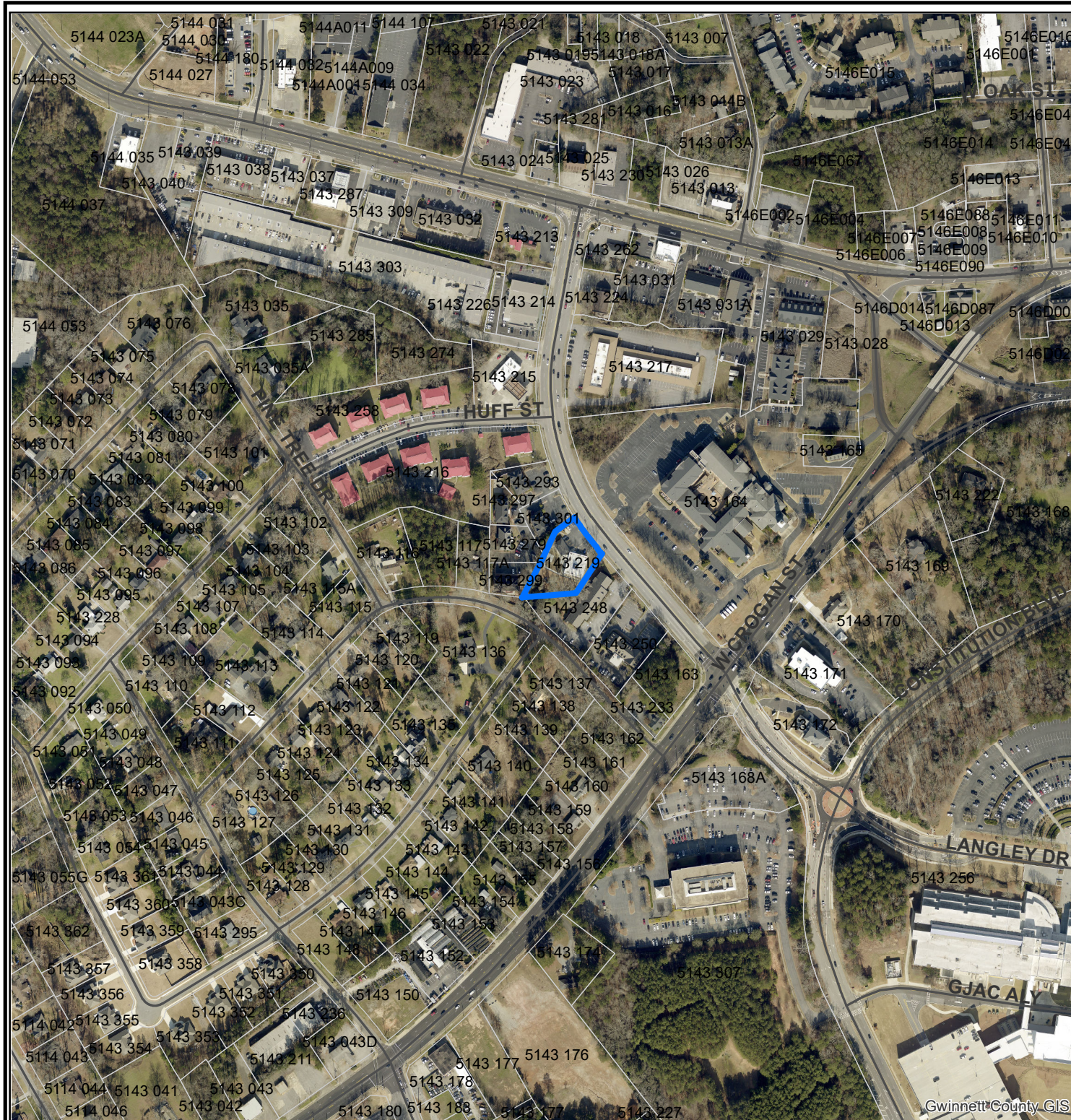


Location Map and Surrounding Zoning

Applicant: Learning Time



0	230	460
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LAWRENCEVILLE

GEORGIA

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

Item: SUP2022-00073; David White; 725 Scenic Highway

Department: Planning and Development

Date of Meeting: Monday, September 26, 2022

Applicant Request: Special Use Permit to allow Indoor Climate Controlled Self-Storage or Mini-Warehouse Facility

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

Department Recommendation: **Approval with Conditions**

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

Summary: The applicant request a Special Use Permit to allow a multistory Self-Storage or Mini-Warehouse Facility. The subject property is a 3.08-acre parcel zoned BG (General Business District), located at the western right-of-way of Scenic Highway between its intersection with Moon Road and Sugarloaf Parkway. The site was developed in 1996, consisting of a 2,700 square foot commercial building, and two (2) 6,000 square foot self-storage or mini-warehouse buildings, associated driveways and parking.

Attachments/Exhibits:

- SUP2022-00073_MUNICODE_08152022
- SUP2022-00073_REPORT_08152022
- SUP2022-00073_P&D RECO COND_08152022
- SUP2022-00073_PC RECO COND_09062022
- SUP2022-00073_CC RECO COND_09152022
- SUP2022-00073_LEGAL_07072022

- SUP2022-00073_LOI_07072022
- SUP2022-00073_APP_07072022
- SUP2022-00073_BDY SRVY_07072022
- SUP2022-00073_BDY EXTG COND NTS_07072022
- SUP2022-00073_PRELM SITE PLN NTS_07072022
- PDZonedMap_SUP2022-00073
- PDZoneMapAerial_SUP2022-00073
- PDZoneMapAerial_SUP2022-00073_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

CASE NUMBER: SUP2022-00073
APPLICANT: DAVID WHITE
OWNER: ANN S. SMITH F/K/A/ ANN STREET WAGES
CONTACT: DAVID WHITE
PHONE NUMBER: 404-432-7281
LOCATION: 725 SCENIC HIGHWAY
PARCEL ID: R5108 001
ACREAGE: 3.08
ZONING PROPOSAL: TO ALLOW SELF-STORAGE OR MINI-WAREHOUSE
FACILITY AS A SPECIAL USE
PROPOSED DEVELOPMENT: GENERAL BUSINESS
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

ZONING HISTORY:

The subject property has been zoned BG (General Business District) since 1985.

PROJECT DATA

The applicant request a Special Use Permit to allow a multistory Self-Storage or Mini-Warehouse Facility. The subject property is a 3.08-acre parcel zoned BG (General Business District), located at the western right-of-way of Scenic Highway between its intersection with Moon Road and Sugarloaf Parkway. The site was developed in 1996, consisting of a 2,700 square foot commercial building, and two (2) 6,000 square foot self-storage or mini-warehouse buildings, associated driveways and parking.

The initial development was lawfully constructed prior to the adoption of the 2020 Zoning Ordinance, which ordained a policy requiring the approval of a Special Use Permit for self-storage or mini-warehouse facilities. Therefore, by rule the existing conditions of the subject property may be considered existing legal

nonconforming, however, with the new request the property is now subject to the rules and regulations of the 2020 Zoning Ordinance.

As proposed, the applicant intends to expand the existing development by demolishing the existing 2,700 square foot commercial building, and replacing it with a three (3) story indoor climate controlled self-storage or mini-warehouse facility consisting of a total of 74,000 square feet. In addition, the submitted site plan indicates the future subdivision of tract of land approximately 0.78-acres, which would encompass the two (2) existing 6,000 square foot self-storage or mini-warehouse buildings. The proposed plan includes a fifty (50) foot Front Yard Setback adjacent to Scenic Highway, and ten (10) foot Rear and Side Yard Setbacks along the northern, southern, and western property lines. As shown on the submitted plan, the two (2) existing self-storage or mini-warehouse facilities appear to encroach into the required Front Yard Setback area. Therefore, a variance will be required allowing this encroachment, however, the applicant will be required to provide details relating to the actual measurement. Approval of the request would bring the site into compliance with the minimum standards of the Zoning Ordinance, Article 1 Districts.

The proposed plan includes sixteen (16) off-street parking spaces, which includes seven (7) parking spaces designated for RV Parking or outdoor storage. As proposed, the plan would not satisfy the minimum parking and loading requirements of the Zoning Ordinance, Article 5 Parking. Self-Storage or Mini-Warehouse Facilities require one (1) parking space per ten (10) units. A variance will be required allowing a reduction in the number of off-street parking spaces. According to the Zoning Ordinance, Article 10 Definitions, RV parking would be considered as outdoor storage; which requires the approval of a Special Use Permit in the BG zoning classification.

The proposed plan does not satisfy the minimum intent of the City of Lawrenceville Development Regulations, Article VIII, Buffer, Landscape and Tree Ordinance, specifically Subsection 8.4.2 Landscape Strip which requires a ten (10) foot Landscape Strip along public right-of-ways, and Subsection 8.4.3 Off-Street Surface Parking Lot Planting. Additionally, the plan lacks details relating to the Development Regulations, Article XIV, Stormwater Management Manual. Although it may be premature to include design components relating to the Development Regulations the applicant is reminded that an application for land disturbance activities require compliance with the Development Regulations, Subdivision Regulations and Zoning Ordinance.

The immediate surrounding area includes a mix of commercial, institutional, residential uses and zoning. To the north, is a property located in unincorporated Gwinnett County zoned C-2 (General Business District). Further the north and adjacent to the west, is another property located in unincorporated Gwinnett County owned by the Board of Education which is utilized as a bus depot and fueling station. To the east, across Scenic Highway are properties located within the city limits zoned BG, HSB (Highway Service Business District) and RS-150 (Single-Family Residence District) utilized for Automobile Sales and residential uses. To the south, is a property located in unincorporated Gwinnett County zoned RM-13 (Multifamily Residential District). The requested Self-Storage or Mini-Warehouse facility would be compatible with the zoning and development pattern found in the immediate area.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Neighborhood Mixed Use Character Area. Policies for this Character Area are intended to provide a center for local services that is walkable from nearby residential areas. Examples of local services include restaurants, corner stores, drug stores, dry cleaners, and small-scale retail. In some instances, these local services could be mixed with medium density housing such as townhouses or small scale apartment buildings. As proposed a Self-Storage or Mini-Warehouse Facility may be consistent with the intent of the 2040 Comprehensive Plan.

In conclusion, the proposed development could be compatible with the established zoning and development pattern in the immediate area. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested rezoning.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No comment.

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

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

The immediate surrounding area includes a mix of commercial, institutional and residential zoning. A self-storage or mini-warehouse facility could be suitable in view of the uses and zoning of adjacent properties.

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

The existing use and zoning of adjacent or nearby properties would not be adversely impacted by the zoning proposal. As proposed, the plan is consistent with the policies of the City of Lawrenceville.

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

The property has a reasonable economic use as currently zoned.

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

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

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

Policies of the City recognize redevelopment opportunities present throughout the city limits. The redevelopment of the property to include a self-storage or mini-warehouse facility could be in conformity with the policy and intent of the Comprehensive Plan.

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

The request represents an opportunity to redevelop a parcel of land providing local services to the surrounding community.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08192022

SUP2022-00073

Approval of a Special Use Permit for an Indoor Climate Controlled Self-Storage or Mini-Warehouse Facility, subject to the following enumerated conditions:

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

A. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Automobile Wash (Carwash)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop

- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. 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. Final design shall be subject to the review and approval of the Director of Planning and Development.

B. Drive aisles, driveways and parking shall not be permitted within the Colonial Pipeline Easement and Georgia Power Company Easement.

C. Buildings shall be designed and constructed in conformity with Zoning

Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

- D.** Building Height and Stories shall be limited to a maximum height of thirty-five (35) feet and a maximum of three (3) stories.
 - E.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
 - F.** Provide a ten (10) foot landscape strip adjacent to the right-of-way of Scenic Highway.
 - G.** Provide a ten (10) foot landscape strip adjacent to all internal property lines.
 - H.** Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.
 - I.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
 - J.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure. Dumpster shall be located in the rear yard area only.
 - K.** Natural vegetation shall remain on the property until the issuance of a development permit.
 - L.** Any utility relocations shall be the responsibility of the developer.
- 3.** The following variance is granted:
- A.** A variance to allow a reduction in the required number of off-street parking spaces from fifty (50) parking spaces to fourteen (14) parking spaces as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022 public hearing.
 - B.** A variance to allow a two (2) foot encroachment into the required Front Yard Setback area as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022 public hearing.

PLANNING COMMISSION

RECOMMENDED CONDITIONS_09062022

SUP2022-00073

Approval of a Special Use Permit for an Indoor Climate Controlled Self-Storage or Mini-Warehouse Facility, subject to the following enumerated conditions:

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

A. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Automobile Wash (Carwash)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop

- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. 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. Final design shall be subject to the review and approval of the Director of Planning and Development.

B. Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

- C.** Building Height and Stories shall be limited to a maximum height of thirty-five (35) feet and a maximum of three (3) stories.
 - D.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
 - E.** Provide a ten (10) foot landscape strip adjacent to the right-of-way of Scenic Highway.
 - F.** Provide a ten (10) foot landscape strip adjacent to all internal property lines.
 - G.** Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.
 - H.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
 - I.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure. Dumpster shall be located in the rear yard area only.
 - J.** Natural vegetation shall remain on the property until the issuance of a development permit.
 - K.** Any utility relocations shall be the responsibility of the developer.
- 3.** The following variance is granted:
- A.** A variance to allow a reduction in the required number of off-street parking spaces from fifty (50) parking spaces to fourteen (14) parking spaces as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022 public hearing.
 - B.** A variance to allow a two (2) foot encroachment into the required Front Yard Setback area as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022 public hearing.

CITY COUNCIL**RECOMMENDED CONDITIONS_09152022****SUP2022-00073**

Approval of a Special Use Permit for a multi-story Indoor Climate Controlled Self-Storage Facility, subject to the following enumerated conditions:

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

A. The following uses shall be prohibited:

- Adult Entertainment Facility
- Auction House
- Automobile Accessories Sales and Installation
- Automobile Body Repair, Painting or Rebuilding
- Automobile Broker
- Automobile Manufacturing Plant
- Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
- Automobile Parts Store (with/without installation)
- Automobile Repair and Maintenance (Principal Use)
- Automobile Sales or Auction and Related Service (indoor/outdoor sales)
- Automobile Wash (Carwash)
- Bail Bonding
- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop

- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. 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;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. 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. Final design shall be subject to the review and approval of the Director of Planning and Development.

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 - D.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
 - E.** Provide a ten (10) foot landscape strip adjacent to the right-of-way of Scenic Highway.
 - F.** Provide a ten (10) foot landscape strip adjacent to all internal property lines.
 - G.** Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.
 - H.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
 - I.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure. Dumpster shall be located in the rear yard area only.
 - J.** Natural vegetation shall remain on the property until the issuance of a development permit.
 - K.** Any utility relocations shall be the responsibility of the developer.
- 3.** The following variance is granted:
- A.** A variance to allow a reduction in the required number of off-street parking spaces from fifty (50) parking spaces to fourteen (14) parking spaces as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022 public hearing.
 - B.** A variance to allow a two (2) foot encroachment into the required Front Yard Setback area as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022 public hearing.

Legal Description

Beginning at a point on the Northwesterly right-of-way line of Georgia Highway No. 124 which point is 1862.5 feet along said right-of-way from the centerline of Moon Road; thence south 14°09'00" west for a distance of 240 feet to a point; thence north 72°14'00" west for a distance of 180 feet to a point; thence south 14°09'00" west for a distance of 120 feet to a point; thence north 72°14'00" west for a distance of 254 feet to a point; thence north 14°09'00" east for a distance of 360 feet to a point; thence south 72°14'00" east for a distance of 434 feet to a point; said point being the point of beginning.

Said tract containing 3.08 acres more or less.

David White
Aurora Properties, LLC
500 Sun Valley Dr, Ste. H3
Roswell, GA 30076

July 7, 2022

City of Lawrenceville
Office of Planning & Zoning
70 S Clayton St
Lawrenceville, GA 30046

RE: A&D Storage Letter of Intent, Special Use Permit

Mr. Todd Hargrave:

Please accept this Letter of Intent to the Office of Planning & Zoning to request a Special Use Permit to continue operating the A&D Storage facility located on parcel R5108 001 at 725 Scenic Hwy, Lawrenceville, GA. The existing zoning of the property is GB which requires a Special Use Permit for self-storage. The storage facility has been in continuous operation since 1996. I am in the process of purchasing the facility and would like the storage use to be conforming prior to closing. The property is adjacent to a small office building to the north, the Gwinnett Co bus maintenance facility to the north and west, a vacant office building to the south, and a used car lot across Scenic Hwy to the east. I believe you will find that this is an appropriate use for the area and we look forward to being part of the Lawrenceville community.

Should you have any questions, please do not hesitate to contact me.

Best regards,



David White
david@aprop.us
(404) 432-7281

P2022-00073_LOI_07072022



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.



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

7/6/22
DATE

David White
ACKNOWLEDGED BY (PRINT NAME)

David White
SIGNATURE

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

P2022-00073_APP_07072022



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.



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

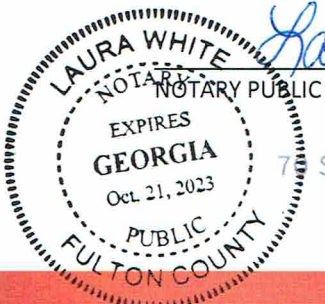
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>David White</u>	NAME: <u>Ann S Smith F/K/A Ann Street Wages</u>
ADDRESS: <u>500 Sun Valley Dr, Ste H3</u>	ADDRESS: <u>P.O. Box 1566</u>
CITY: <u>Roswell</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30076</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>(404) 432-7281</u>	PHONE: _____
CONTACT PERSON: <u>David White</u> PHONE: <u>(404) 432-7281</u>	
CONTACT'S E-MAIL: <u>david@aprop.us</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>3.11 AC</u>	
PARCEL NUMBER(S): <u>5108 001</u>	
ADDRESS OF PROPERTY: <u>725 Scenic Hwy S, Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>SELF-STORAGE / MINI-WAREHOUSE</u>	

David White 7/6/22
SIGNATURE OF APPLICANT DATE

David White
TYPED OR PRINTED NAME

SIGNATURE OF OWNER DATE

Ann S Smith
TYPED OR PRINTED NAME



Laura White 7/6/22
NOTARY PUBLIC DATE

NOTARY PUBLIC DATE

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

P2022-00073_APP_07072022



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)
N/A	N/A	N/A

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: N/A

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

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 - 108 - 001
(Map Reference Number) District Land Lot Parcel

David White 7/6/22
Signature of Applicant Date

David White, Purchaser
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)

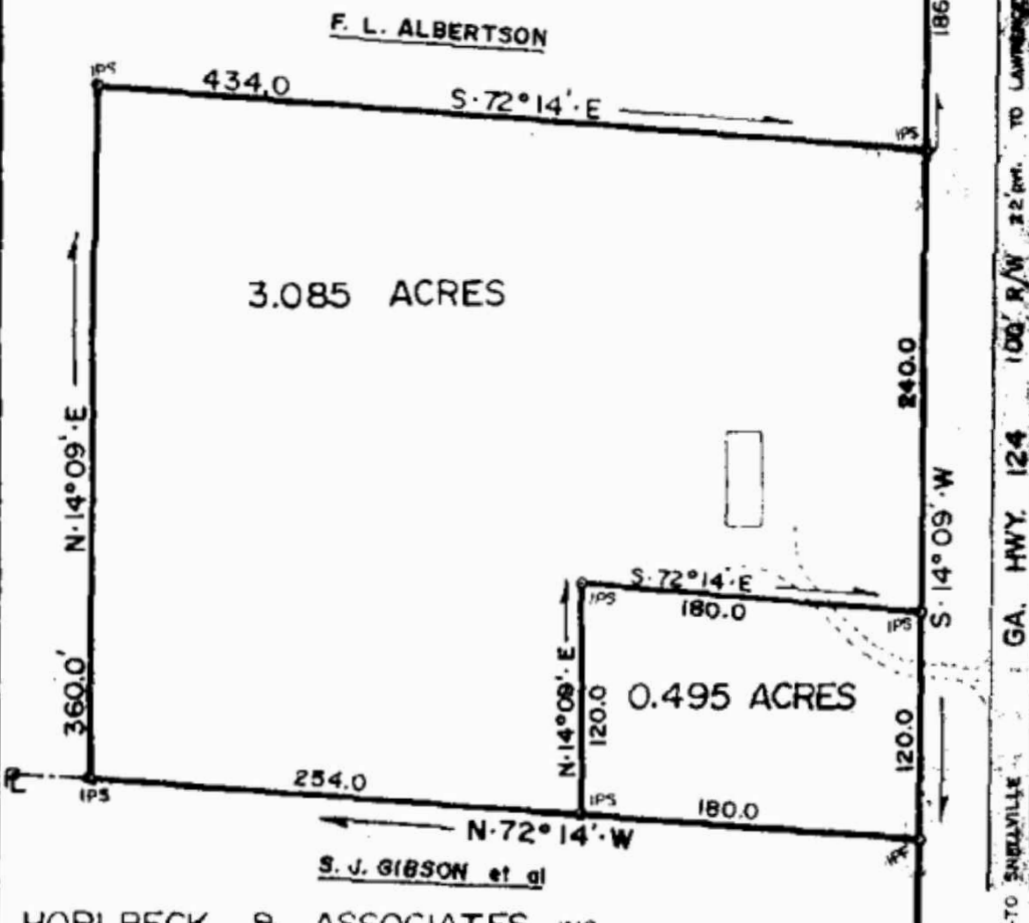
NAME TITLE

DATE

Recorded Sept. 3, 1974 *omitted Perry* 98C

LEGEND:

IPF IRON PIN FOUND
IPS IRON PIN SET
R PROPERTY LINE
R/W RIGHT OF WAY



In my opinion this plat is a correct representation of the land surveyed, and has been prepared in conformity with the minimum standards and requirements

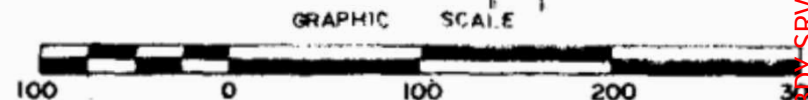
12.



W. M. Stephens



FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DATE 9/13/74 TIME
PLAT BOOK 2 PAGE 175A
TOM LAWLER, CLERK
12:10 PM

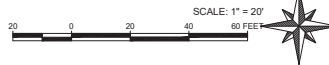


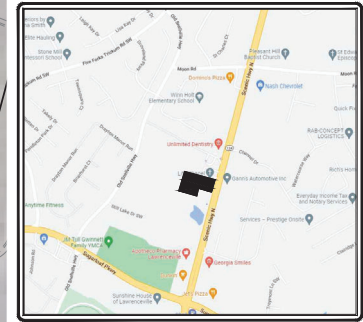
HORLBECK & ASSOCIATES, INC.
CIVIL ENGINEERING - PHOTOGRAMMETRY
(404) 963-0342

ROUTE-1 DACULA, GEORGIA

SURVEY FOR:
E. S. FOSTER

DATE: R 15 AUGUST 1974	SCALE: 1" = 100'
LAND LOT: 108	DISTRICT: 5
GWINNETT COUNTY, GEORGIA	FILE NUMBER: 636





- NOTES:
1. EXISTING STORAGE FACILITY TO BE SUBDIVIDED FROM FUTURE DEVELOPMENT.

Level 1		
	Existing/Req	Proposed
Zoning	BG	
Use Allowed		
Use Specific Req		
Flood Zone	ZONE X	
National Wetlands Inventory		
Overlay District		
Climate Controlled Storage		71,400 SF
Ex. Drive up Storage		12,000 SF
Total Bldg SF		83,400 SF
Parcel A		2.33 AC
Parcel B		0.78 AC
Total Site Area		3.11 AC
Building Setbacks		
Major		50'
Side		10'
Rear		10'
Landscape Strips		
Major		
Minor		
Side		
Land Use Buffers		75' stream buffer
Level 2		
	Existing/Req	Proposed
Parking Ratio		
Parking Spaces		
Parking Size		
Compact Parking %		
Loading Space		
L5 - Open Space %		
Minimum Lot Size		
Minimum Frontage		
Adjacent Zoning North		
Adjacent Zoning South		
Adjacent Zoning East		
Adjacent Zoning West		
Water/Sewer Proximity		
Overlay Requirements		

SCALE: 1" = 20'
0 20 40 60 FEET



NOTE: THE PREPARATION OF THIS SITE PLAN IS BASED UPON INFORMATION READILY AVAILABLE DURING THE DUE DILIGENCE PROCESS AND SHOULD NOT BE RELIED UPON FOR ZONING ENTITLEMENTS, ZONING, LEGAL ENTITLEMENTS AND AN ALTA SURVEY SHOULD BE REVIEWED BY AN ATTORNEY.

*The City of Lawrenceville
Planning & Development*

File # SUP2022-00073

Applicant: David White

Legend

☐ Subject Property

Parcels

Zoning Districts

 BG General Business

 HSB Highway Service Business

— Roads



0 110 220



*The City of Lawrenceville
Planning & Development*

File # SUP2022-00073

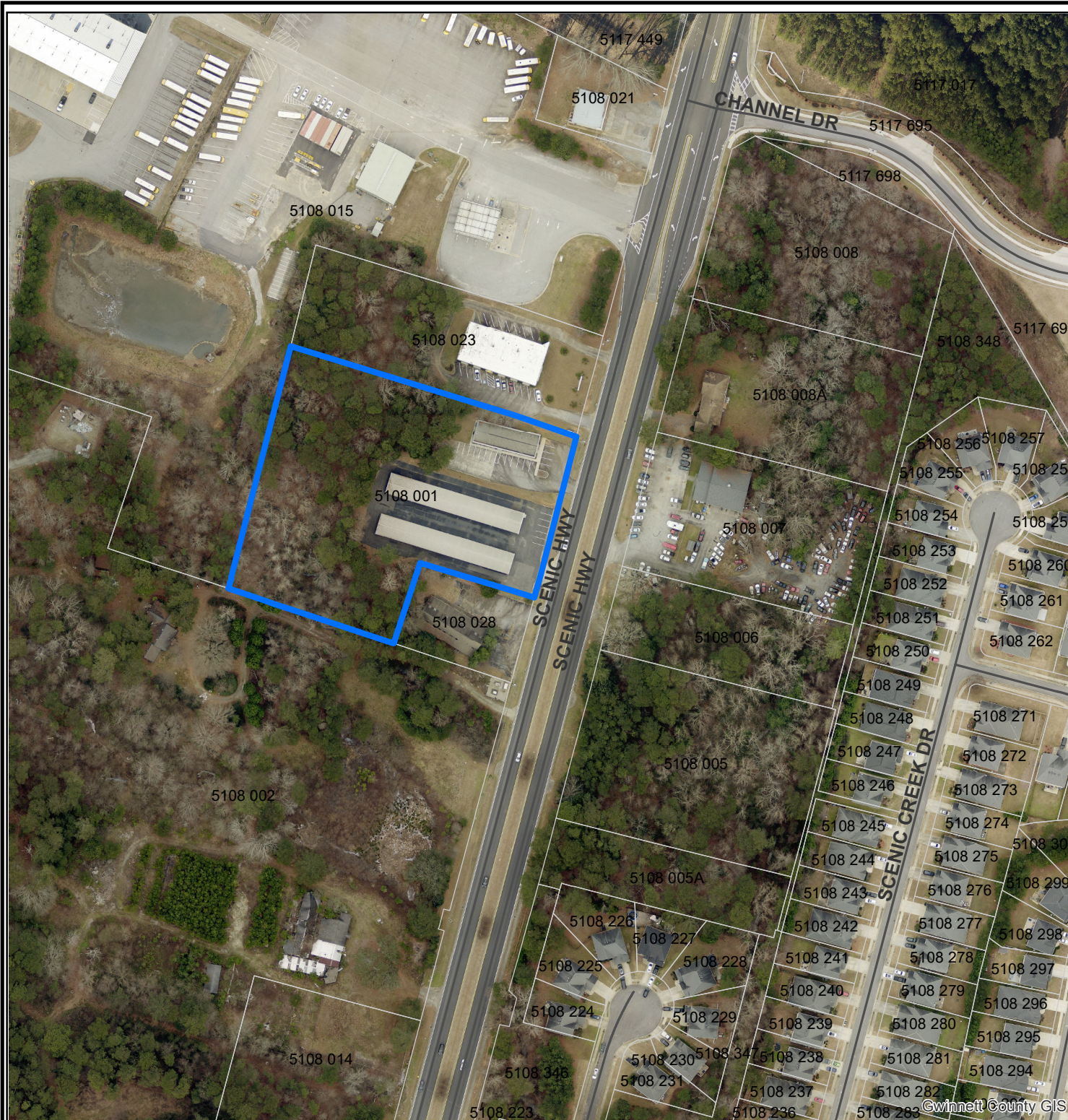
Applicant: David White

Legend

 Subject Property
 Parcels
 Roads



0	110	220
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LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

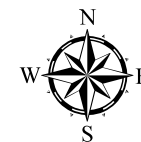
Location Map and Surrounding Zoning

File # SUP2022-00073

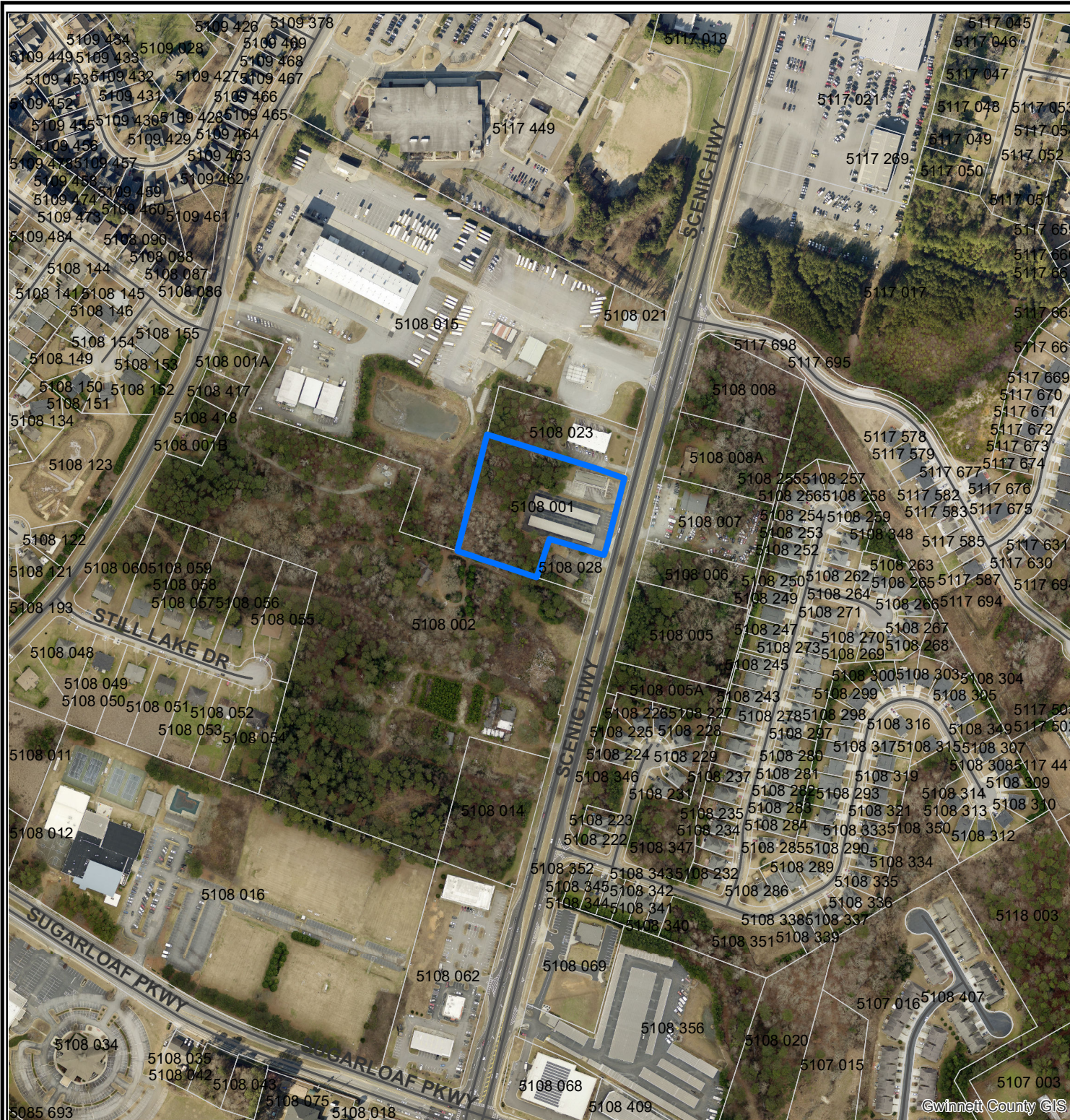
Applicant: David White

Legend

-  Subject Property
-  Parcels
-  Roads



0 230 460





LAWRENCEVILLE

GEORGIA

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

Item: RZR2022-00011; Fairlane Capital LLC; 448 Grayson Highway

Department: Planning and Development

Date of Meeting: Monday, September 26, 2022

Applicant Request: To rezone the subject property from RS-150 (Single-Family Residential District) to RM-8 (Townhouse Residential District)

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

Department Recommendation: **Denial**

Planning Commission Recommendation: **Tabled to the Monday, October 3, 2022, Planning Commission Public Hearing.**

Summary: The applicant requests the rezoning of an approximately 14.00-acre property, zoned RS-150 (Single-Family Residential District), to RM-8 (Townhouse Residential District) to allow an attached rear-entry townhouse development. The subject property is located along the eastern right-of-way of Grayson Highway, just north of its intersection with Kubol Drive. The property is undeveloped.

Attachments/Exhibits:

- RZR2022-00011_MUNICODE_08152022
- RZR2022-00011_REPORT_08152022
- RZR2022-00011_P&D RECO COND_08152022
- RZR2022-00011_LEGAL_07182022
- RZR2022-00011_LOI_07182022
- RZR2022-00011_APP_07182022
- RZR2022-00011_SITE PLN NTS_07182022

- RZR2022-00011_SITE PLN TYP LOT NTS_07072022
- RZR2022-00011_ELEV_07072022
- PDZonedMap_RZR2022-00011
- PDZoneMapAerial_RZR2022-00011
- PDZoneMapAerial_RZR2022-00011_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING

CASE NUMBER: RZR2022-00011
APPLICANT: FAIRLANE CAPITAL LLC
CONTACT: MIKE EMBRY
PHONE NUMBER: 404.569.9756
LOCATION: 488 GRAYSON HIGHWAY
PARCEL ID: R5148 014
ACREAGE: 14.00
ZONING PROPOSAL: RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
TO RM-8 (TOWNHOUSE RESIDENTIAL DISTRICT)
PROPOSED DEVELOPMENT: TOWNHOUSE DEVELOPMENT
DEPARTMENT RECOMMENDATION: DENIAL

ZONING HISTORY:

In 1985, the subject property was within the jurisdictional boundaries of unincorporated Gwinnett County and zoned R-75 (Single-Family Residential District). In 2004, the property was annexed into the municipal boundaries of the City of Lawrenceville, pursuant to ANNX2004-00005. The property has been zoned RS-150 (Single-Family Residence District) since 2005.

PROJECT DATA

The applicant requests the rezoning of an approximately 14.00-acre property, zoned RS-150 (Single-Family Residential District), to RM-8 (Townhouse Residential District) to allow an attached rear-entry townhouse development. The subject property is located along the eastern right-of-way of Grayson Highway, just north of its intersection with Kubol Drive. The property is undeveloped.

The applicant is proposing to develop the property with forty-five (45) rear-entry townhouse units, resulting in a density of 3.2 Units Per Acre (UPA). The property

contains a lake and wetlands consisting of approximately four (4) acres. The proposed plan includes a twenty-five (25) foot Front Yard Setback adjacent to Grayson Highway, a twenty-five (25) foot Side Yard Setback along the northern property line and as required, a twenty-five (25) foot Undisturbed Buffer is proposed along southern property line adjacent to a single-family development zoned RS-60 (Single-Family Residential District). As required, a fifty (50) foot Undisturbed Buffer is proposed along the eastern property line adjacent to a single-family development zoned RS-150 (Single-Family Residence District). As proposed, the plan would be consistent with the minimum Lot Development Standards and Minimum Buffer Requirements of the RM-8 zoning classification. As proposed, the plan appears to exceed the minimum standards relating to lot configuration by including a forty (40) foot Utility & Access Easement intended to encompass a twenty (20) foot private alley; and a fifty (50) foot Utility & Access Easement intended to encompass a twenty-four (24) foot private road. The plan proposes concrete sidewalks throughout the development, which would include installation along proposed private alleys. Although required by code, the installation of sidewalks along private alleys would be considered as a burden rather than a luxury. The initial cost, installation, routine maintenance and potential repairs of underground utilities within private alleys could be considered as being cost prohibitive to local utility providers and the public. Therefore, a variance will be required to waive the installation of sidewalks along the proposed forty (40) foot Utility & Access Easements only. Access to the proposed development would be extended via a proposed curb cut aligned with an existing curb cut along the western right-of-way of Grayson Highway.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Community Mixed Use Character Area. This Character Area recognizes the large-scale redevelopment opportunities that are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown, and could benefit from the “halo effect” of high-quality development already happening nearby. As proposed, the plan lacks details incorporating commercial/retail, live-work units, parks and gathering spaces into the overall plan. This deficiency may be related to the existing conditions in the immediate area, which could be the result of antiquated policies, lack of enforcement and neglect. Therefore, in order to benefit from the “halo effect” it may be appropriate

to consider a plan focusing on providing a variety of single-family attached and detached dwellings to balance and improve the commercial component of the surrounding area.

The pace at which change has occurred in Downtown Lawrenceville requires a clear and distinct vision for the future, therefore, on October 25, 2021, the City Council approved the Lawrenceville Downtown Master Plan / Livable Centers Initiative (LCI) expanding the boundaries of the “Downtown Core” to encompass properties along Grayson Highway that include the subject property. The purpose of the LCI is to allow the City to take a proactive approach towards planning to accommodate growth by looking towards the future by forming a vibrant and connected Downtown where people want to live, work and play.

The surrounding area is characterized by commercial/retail and residential uses. To the east is the Acadia Woods single-family subdivision zoned RS-150. To the south is the Wynfield Park single-family subdivision zoned RS-60. To the west, across Grayson Highway is the Lawrenceville Town Center zoned BG (General Business District), anchored by a regional grocery. To the north, immediately adjacent to the subject property, is a site which was once utilized and anchored by a regional grocery, zoned BG. However, the property was vacated in the past, and is currently utilized as an indoor climate controlled self-storage or mini-warehouse facility. As proposed, the plan does not promote a safe and reliable walkable connection to local service on the western side of Grayson Highway. This deficiency could be viewed as hindrance and potential detriment to the overall success of the development and revitalization of the immediate area. Therefore, the proposed plan may need additional thought; which may require a focus on creating a small mixed-use development consisting of a walkable, pedestrian friendly center of activity. Buildings should be oriented internally towards local streets, rather than fast access onto and off arterial roadways. In addition, the overall appearance should have some degree of architectural character or unique atmosphere expanding upon the positive changes happening within the city limits.

In conclusion, the proposal is centered on density, and does not factor local service, pedestrian connectivity and revitalization into the equation. Therefore, the proposal would not be consistent with the policies of the 2040 Comprehensive Plan; which are intended to improve the quality of life of the public through careful planning practice and decision making that is consistent with the long range plans of the City of Lawrenceville. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the rezoning request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS**ENGINEERING DEPARTMENT**

No comment

ELECTRIC DEPARTMENT

This property will be served by City of Lawrenceville Electric Department. Please provide panel schedules for review. A meeting with City of Lawrenceville Power is required before the start of construction.

GAS DEPARTMENT

The property will be served by the City of Lawrenceville Gas Department.

CODE ENFORCEMENT

No comment.

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

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

As proposed the plan could be suitable in view of the use and development in the immediate area, but the proposal lacks consistency (i.e. local services, pedestrian connectivity, etc.) with the long range plans of the City of Lawrenceville.

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

The area along the eastern right-of-way of Grayson Highway has long suffered due to antiquated policies and 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 a reasonable economic use as currently zoned.

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

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

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

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. A proposal that does not factor local services, pedestrian connectivity or revitalization would not be in conformity with the policy or intent of the 2040 Comprehensive Plan.

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

The proposal may be counter to emphasis of the 2040 Comprehensive Plan; which is intended to allow the city to grow or develop in a healthy and progressive manner that is consistent with the policy or intent of the City of Lawrenceville.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08152022

RZR2022-00011

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

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

- 1.** To restrict the use of the property as follows:
 - A.** A mix of attached and detached single-family units.
 - B.** Fifty (50%) percent of the total area shall be designated to single-family detached dwellings on small lots (6,000 square feet) at a density of four (4) Units Per Acre, subject to the rules and regulations of the Zoning Ordinance, Article 1 Districts, Section 102.4 RS-60 Single-Family Residential District.
 - C.** Single-family attached dwellings and lots shall be prohibited adjacent to RS-150 (Single-Family Residential District) and RS-60 (Single-Family Residential District) zoning classifications.
 - D.** Fifty (50%) percent of the total area shall be designated to single-family attached dwellings at a density of eight (8) Units Per Acre, subject to the rules and regulations of the Zoning Ordinance, Article 1 Districts, Section 102.5 RM-8 Townhouse Residential District.
 - E.** The façade and sides of all residential units shall be designed and constructed consisting of predominantly three (3) sides masonry, which could be brick, stone or a combination of brick and stone (with accents of fiber cement siding). The remaining balance or rear elevation may consist of fiber-cement siding.
 - F.** External Corner/End units of single-family attached dwellings shall consist of a covered End Unit Cut-A-Way front porch with metal roof. End Unit Cut-A-Way porches shall be a minimum of five (5) feet in depth and eleven (11) feet in width adjacent to the façade. In addition, End Unit Cut-A-Way porches shall extend along the side elevation a minimum of eight (8) in depth and three (3) feet in width. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.

- G.** Internal single-family units of attached dwellings shall consist of a covered front porch with metal roof. Porches shall be a minimum of five (5) feet in depth and eight (8) feet in width. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - H.** All single-family attached dwellings shall provide an outdoor living space, consisting of a wood deck and covered porch with metal roof. Each wood deck and covered porch shall measure nine (9) feet in width and ten (10) feet in depth.
 - I.** All facades of single-family attached and detached dwellings shall be adjacent to a fifty (50) foot Utility Easement consisting of a twenty-four (24) foot private drive.
 - J.** All single-family rear entry attached dwellings (rear elevation) shall be adjacent to and accessed via a forty (40) foot Utility Easement consisting of a twenty (20) foot private alley.
 - K.** All dwellings shall have a double car garage with carriage-style garage doors. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - L.** All Rear Entry attached units shall be a minimum of three (3) stories or thirty-five (35) feet in height, as measured from the lowest elevation of the rear-entry-garage-floor. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - M.** All residential attached and detached units shall consist of a two (2) car garages, with a driveway measuring eighteen (18) feet in width and twenty-six (26) feet in depth, providing sufficient space for two (2) passenger vehicles. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - N.** Building Setback adjacent Grayson Highway shall be forty (40) feet.
- 2.** To satisfy the following site development considerations:
- A.** The development shall be designed and constructed in general conformance with the Zoning Ordinance, Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, the City of Lawrenceville Development Regulations and Subdivision Regulations, with changes necessary to meet zoning and development regulations. Final design shall be subject to the review and

approval of the Director of the Planning and Development Department.

- B.** The proposed landscaping shall be designed and installed, in general conformance with the Zoning Ordinance, Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, with changes necessary to meet zoning and development regulations. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - C.** Development shall be designed and consist of fifty-five (55) on-street parking spaces or one additional space per townhouse unit within the project for guest and overflow parking. Final design shall be subject to the review and approval of the Director of the Planning and Development Department.
 - D.** Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.
 - E.** Maintain or provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
 - F.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;
 - G.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
 - H.** Natural vegetation shall remain on the property until the issuance of a development permit.
 - I.** Any utility relocations shall be the responsibility of the developer.
- 3.** The following variance is granted:
- A.** RS-60 Single-Family Residential District – Detached Units
 - i.** A variance to allow a reduction in the Minimum Lot Area of 7,500 square feet to a Minimum Lot Area of 6,000 square feet.
 - ii.** A variance to allow a reduction in the internal Minimum Lot Width of sixty (60) feet to a Minimum Lot Width of fifty-five (55) feet.

- iii.* A variance to allow a reduction in the internal Minimum Front Yard Setback of thirty-five (35) feet to an internal Minimum Front Yard Setback of twenty (20) feet adjacent to an internal fifty (50) foot Utility Easement/Private Drive.
- iv.* A variance to allow a reduction in the Minimum Front Yard Setback of thirty-five (35) feet to a Minimum Front Yard Setback of fifteen (15) feet adjacent to a forty (40) foot Utility Easement/Private Alley.

B. RM-8 Townhouse Residential District – Attached Units

- i.* A variance to allow a reduction in the Minimum Lot Area of 3,600 square feet to a Minimum Lot Area of 2,100 square feet.
- ii.* A variance to allow a reduction in the Minimum Front Yard Setback of twenty-five (25) feet to a Minimum Front Yard Setback of twenty (20) feet adjacent to an internal fifty (50) foot Utility Easement/Private Drive.
- iii.* A variance to allow a reduction in the Minimum Front Yard Setback of twenty-five (25) feet to a Minimum Front Yard Setback of fifteen (15) feet adjacent to a forty (40) foot Utility Easement/Private Alley.

C. CMU Community Mixed Use District

- i.* A variance to allow the elimination of a mix of land uses requiring a minimum of thirty (30) percent of the gross land area being devoted Civic/Institutional, Commercial/Retail, Light Industrial and Office Use.
- ii.* A variance to allow the elimination of the Minimum Buffer Requirement between CMU (Community Mixed-Use District) and RS-150 (Single-Family Residential District) of fifty (50) feet to zero (0) feet, contingent upon Condition 1.C., and subject to the review and approval of the Director of the Planning and Development Department.
- iii.* A variance to allow the elimination of the Minimum Buffer Requirement between CMU (Community Mixed-Use District) and RS-60 (Single-Family Residential District) of twenty-five (25) feet to zero (0) feet, contingent upon Condition 1.C., and subject to the review and approval of the Director of the Planning and Development Department.

Warranty Deed — Page 3

Exhibit "A"

A one-half (½) undivided interest in and to the following real property of the Grantor:

All that tract or parcel of land lying and being in the Fifth Land District of Gwinnett County, Georgia, part of Land Lot Number 148, and being tracts Numbers thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), and seventy-two (72) of the subdivision of the lands of R. H. Cooper, as shown on survey and plat of S. C. Moon, made in September 1946, a blue print of which is recorded in plat Book "D," Page 180, Gwinnett County Records, reference to which is hereby made for the correct shape, metes, courses and distances of each of said tracts of land, and which are more particularly described as follows: Tracts numbers thirty-one, thirty-two, thirty-three, thirty-four, and thirty-five join and are bounded together as one tract on the north by the lands of S.C. Moon; on the east by tract number seventy-two, purchased by P.C. Roberts; on the south by the lands of E.F. Hannah; on the west by the right-of-way of the Lawrenceville and Loganville highway. Each of these tracts front fifty (50) feet on the highway and run back even width two hundred and fifty (250) feet. Tract number seventy-two contains five and 74/100 (5.74) acres, and is bounded on the north by the lands of S.C. Moon; on the east by the lands of B.B. Crane and Allen Puckett; on the south by the lands of Leonard Jackson; on the west by the lands of P.C. Roberts.

Being the same as that property conveyed to Grantor by Warranty Deed dated October 16, 1946, and recorded in Deed Book 81, Folio 459, Gwinnett County, Georgia Records.

Together with a one-half (½) undivided interest in and to the following real property of the Grantor:

All that tract or parcel of land lying and being in the Fifth Land District of Gwinnett County, Georgia, part of Land Lot Number 148, and being tracts Numbers thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), forty (40), and seventy-one (71) of the subdivision of the lands of R.H. Cooper, as shown on survey and plat of S.C. Moon, made in September 1946, a blue

Warranty Deed — Page 4

print of which is recorded in plat Book "D," Page 180, Gwinnett County Records, reference to which is hereby made for the correct shape, metes, courses and distances of each of said tracts of land, and which are more particularly described as follows: Tracts numbers thirty-six, thirty-seven, thirty-eight, thirty-nine and forty join and are bounded together, on the north by the lands of P.C. Roberts; on the east by tract number seventy-one, purchased by J.H. Carter; on the south by the lands of E.F. Hannah; on the west by the right-of-way of the Lawrenceville and Loganville Highway. Each of these tracts fronts on said highway fifty (50) feet and extends back even width two hundred and fifty (250) feet. Tract number seventy-one contains five and 74/100 (5.74) acres according to said plat, and is bounded on the north by the lands of formerly P.C. Roberts, now Mrs. Lorene T. Bowen; on the east by the lands of H.J. Hinton; on the south by the lands of formerly E.F. Hannah; on the west by the lands of J.H. Carter.

Being the same as that property conveyed to Grantor by Warranty Deed dated June 19, 1948, and recorded in Deed Book 88, Folio 56, Gwinnett County, Georgia Records.

Less approximately one (1) acre which the Grantor has previously conveyed to her brother; being a total of approximately fourteen (14) acres.

LETTER OF INTENT FOR REZONING

Embry Development Company, LLC (“The Applicant”) submits this Letter of Intent and attached rezoning application (“The Application”) in order to permit the development residential townhome community on approximately 12.96 acres of land located on the easterly side of Grayson Highway (State Route 20).

The Property is surrounded by a mix of land uses and zoning classifications. To the east of the property is a row of single-family houses zoned for Single Family Residential SFR. North of The Property is a mini warehouse. West of The Property is a Community Shopping Mall. South of The Property is another row of single-family houses zoned Residential SFR. The Property’s current zoning is Residential Vacant, and the proposed zoning is Residential Multifamily.

The proposed community will consist of fifty-six (56) townhomes. The square footage will have a minimum of 1,600 Sq Ft and 2 car garages. The community will also include twelve (12) single-family detached homes. The square footage starting at 1,800 Sq Ft and 2 car garages. The community will provide 5.5 acres of open space out of the 12.96 of total acreage.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Fairlane Captial LLC</u>	NAME: <u>Lorene T Bowen Trustee Credit Shelter Trust</u>
ADDRESS: <u>P.O. Box 2789</u>	ADDRESS: <u>130 Greenfield Way</u>
CITY: <u>Suwanee</u>	CITY: <u>Covington</u>
STATE: <u>GA</u> ZIP: <u>30024</u>	STATE: <u>GA</u> ZIP: <u>30016</u>
CONTACT PERSON: <u>Mike Embry</u> PHONE: <u>404-569-9756</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>Residential Vacant</u> REQUESTED ZONING DISTRICT: <u>RM-8</u>	
PARCEL NUMBER(S): <u>R5148-014</u> ACREAGE: <u>14</u>	
ADDRESS OF PROPERTY: <u>488 Grayson Highway</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

70 S Cowley Rd, Box 2200 • Lawrenceville, Georgia 30046-2200
 770-962-2414 • www.lawrencevillega.org



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)

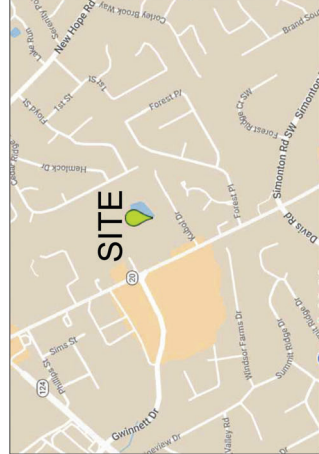
Attach additional sheets if necessary to disclose or describe all contributions/gifts.

[Handwritten signature] 3-2-2022

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



ADDRESS:	448 GRAYSON HIGHWAY LAWRENCEVILLE GWINNETT COUNTY
PARCEL INFO:	5148 014
SITE AREA:	14.0 ACRES
CURRENT ZONING:	RS-150
PROPOSED ZONING:	RM-8 (TOWNHOUSE RESIDENTIAL DISTRICT)
PROPOSED DWELLINGS:	45 TOWNHOUSES
PROPOSED DENSITY:	3.2 UNITS/ACRE
RM-8 LOT STANDARDS:	
ZONING BUFFER:	25-FT (ABUTS RS-60) 50-FT (ABUTS RS-150)
EXTERNAL SETBACK:	
FRONT SETBACK	25-FT
SIDE SETBACK	20-FT
ALONG MAJOR ARTERIAL	40-FT
REAR SETBACK	20-FT
INTERNAL SETBACK:	
(BETWEEN BLDG & INTERIOR PRIVATE DRIVES)	20-FT GRASS STRIP
COMMON AREA REQUIRED	15%
MIN. TOWNHOUSE BLDG LENGTH	3 DWELLINGS
MAX. TOWNHOUSE BLDG LENGTH	8 DWELLINGS
GARAGE PARKING	2 SPACES/UNIT
DRIVEWAY PARKING	2 SPACES/DRIVEWAY (9'X20')
ADDITIONAL PARKING	10 SPACES



SITE LOCATION MAP (NOT TO SCALE)

LDS

Email: LDS@lawnceville.com
Phone: 404-816-0444

448 GRAYSON HWY
LAWRENCEVILLE
GWINNETT COUNTY, GA
PARCEL ID 5148 014
GEORGIA

PROJ. # 22004
NOT FOR
CONSTRUCTION
06-16-2022
SCALE
0 50 100 150
1" = 60'
SHEET TITLE
CONCEPT SITE PLAN
SHEET NUMBER
1



ADDRESS: 448 GRAYSON HIGHWAY
LAWRENCEVILLE
GWINNETT COUNTY

PARCEL INFO: 5148 014

SITE AREA: 14.0 ACRES
LAKE & BUFFERS: 4.05 ACRES
WETLANDS AREA: 0.35 ACRES

CURRENT ZONING: RS-150

PROPOSED ZONING: RM-8
(TOWNHOUSE RESIDENTIAL DISTRICT)

PROPOSED DWELLINGS: 45 TOWNHOUSES (REAR ENTRY GARAGE)
PROPOSED DENSITY: 3.2 UNITS/ACRE

RM-8 LOT STANDARDS:

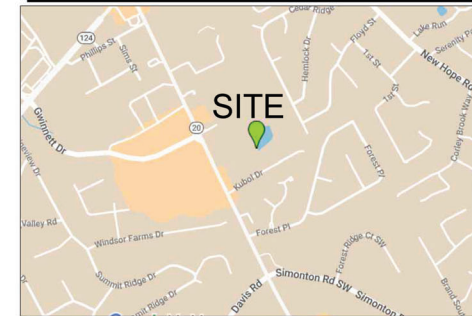
ZONING BUFFER: 25-FT (ABUTS RS-60)
50-FT (ABUTS RS-150)

EXTERNAL SETBACK:
FRONT SETBACK 25-FT
SIDE SETBACK 20-FT
ALONG MAJOR ARTERIAL 40-FT
REAR SETBACK 20-FT

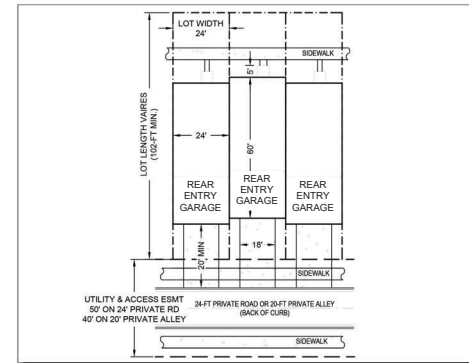
INTERNAL SETBACK: 20-FT GRASS STRIP
(BETWEEN BLDG & INTERIOR PRIVATE DRIVES)

COMMON AREA REQUIRED 15% (2.1 AC)
COMMON AREA PROVIDED 19.6% (2.7 AC)
(DOES NOT INCLUDE WETLANDS & LAKE BUFFERS)

MIN. TOWNHOUSE BLDG LENGTH 3 DWELLINGS
MAX. TOWNHOUSE BLDG LENGTH 8 DWELLINGS



SITE LOCATION MAP (NOT TO SCALE)



TYPICAL LOT CONFIGURATION

LDS

Email: LandDesignsolutions.gd@gmail.com
Phone: 404-941-0644

448 GRAYSON HWY
LAWRENCEVILLE
GWINNETT COUNTY, GA
GEORGIA
PARCEL ID 5148 014

PROJ. # 22004

NOT FOR
CONSTRUCTION

07-09-2022

SCALE
0 30 60 90 120 150
1" = 60'

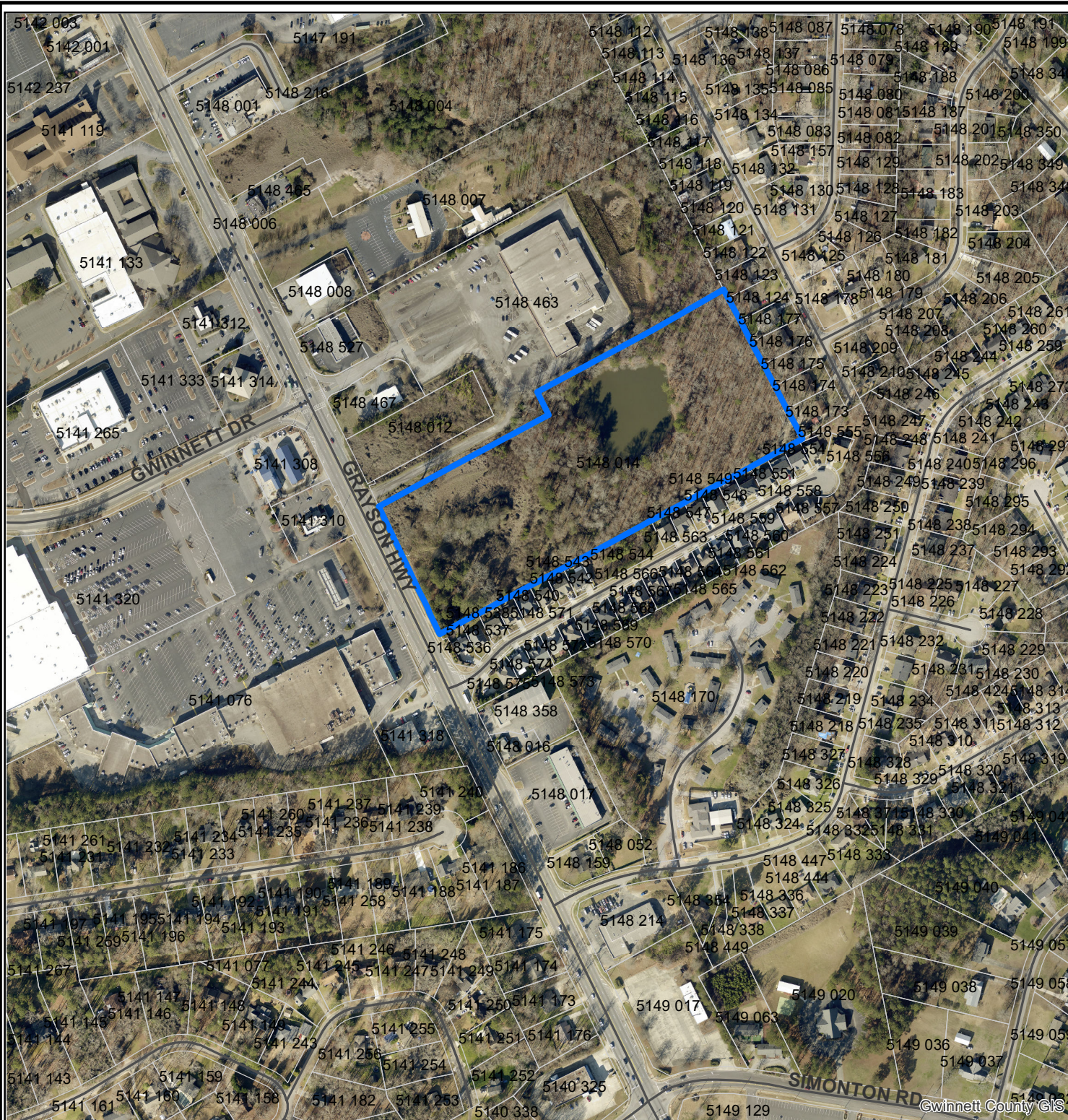
SHEET TITLE
CONCEPT SITE PLAN
SHEET NUMBER







Ashton T201 & Brayton T202 Front Load 24'



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

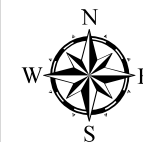
Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

-  Subject Property
-  Parcels
-  Roads



0 230 460

*The City of Lawrenceville
Planning & Development*

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

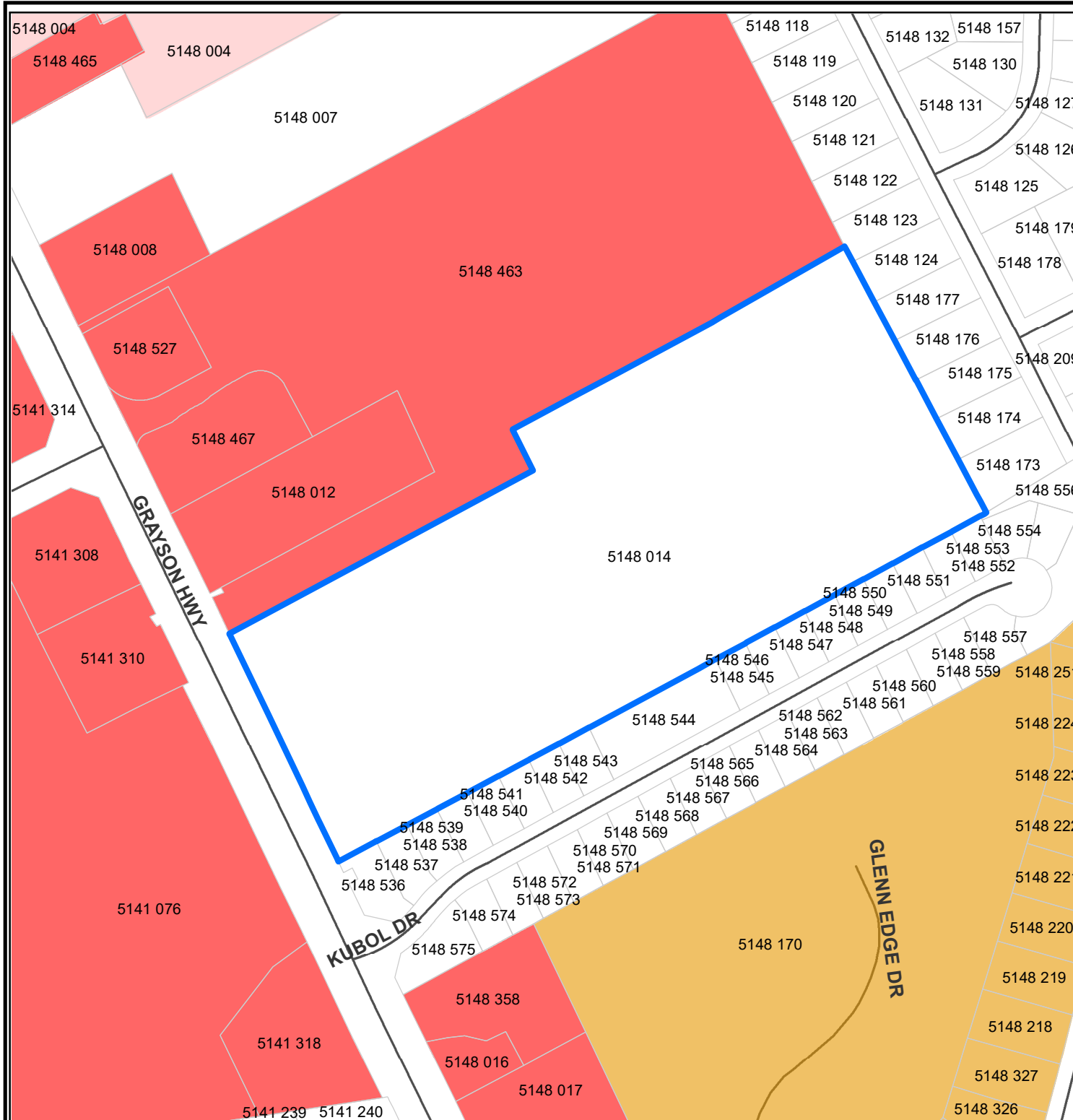
- ☒ Subject Property
 - ☐ Parcels

1 Zoning Districts

- 4 ■ BG General Business
3 ■ OI Office Institutional
2 ■ RM-12 General Residence
— Roads



0	125	250
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*The City of Lawrenceville
Planning & Development*

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

-  Subject Property
 Parcels
 Roads



0	125	250
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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Approval of Amendments to Electric Utility Rates Ordinances
Department:	Finance
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	Increases Electric Revenues to support on-going operations
Presented By:	Keith Lee, Chief Financial Officer Huston Gillis, Electric Director
Action Requested:	Approval of the Distributed Generation Ordinance, the Commercial Electric Rates Ordinance, The Residential Rates Ordinance and the Security Light Rates Ordinance.

Summary: As part of the annual budget review, the Finance Department evaluates a long range outlook for the City Finances. As part of the FY 2023 budget process it was identified that the City's revenues were not going to be sufficient to support ongoing operations and capital investments. The City proposed to look at several revenue sources including the Electric System Rates.

Staff has work with Electric Cities of Georgia, which is a non-profit organization that provides strategic and technical services to the 52 public power communities around Georgia. With their assistance, the electric rates were evaluated to provide sufficient funding for anticipated operating costs within the electric fund, electric fund capital needs, and the anticipated transfer to the General Fund.

Residential, commercial, solar and security lights were evaluated for returns, comparisons to surrounding providers, and current best practices. The rate changes will adjust the Power Cost Adjustment rider to a much smaller value, provide the needed revenue, and place customers in the appropriate classes.

Fiscal Impact: Will reduce a projected shortfall in the Electric Fund

Attachments/Exhibits:

PowerPoint presentation
Distributed Generation Ordinance
Commercial Electric Rates Ordinance
Residential Electric Rates Ordinance
Security Light Rates Ordinance

ELECTRIC RATE PROPOSAL

September 14, 2022





Agenda

- Overview
- Recommendations
- Proposed Rates
- Security Lights
- Distributed Generation (Solar)



Overview (Projected Transfers)

- 26% increase in total transfers from FY22 to FY23 budget
- Rate Increase will be required to cover higher costs
- Transfers based on City projections FY23-FY28

	FY21 ACT	FY22 BUDG	PROJECTED					
			FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
ELEC COST BEFORE TRANSFER	\$28.8M	\$28.0M	\$27.5M	\$28.5M	\$29.9M	\$30.4M	\$30.1M	\$30.1M
TRANSFERS								
Capital	\$0.8M	\$3.1M	\$6.8M	\$7.9M	\$5.8M	\$5.0M	\$4.8M	\$4.7M
General Fund	\$5.8M	\$7.2M	\$6.2M	\$5.6M	\$7.3M	\$8.6M	\$9.5M	\$10.5M
TOTAL TRANSFERS	\$6.6M	\$10.3M	\$13.0M	\$13.5M	\$13.2M	\$13.5M	\$14.2M	\$15.2M
% Added Cost	23.0%	36.8%	47.4%	47.5%	44.0%	44.4%	47.1%	50.6%
TOTAL COST w/TRANSFERS	\$35.4M	\$38.3M	\$40.5M	\$42.0M	\$43.1M	\$44.0M	\$44.4M	\$45.3M
% INCREASE in COST		8%	6%	4%	2%	2%	1%	2%



Overview (Expense Projection)

	ECG 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
REVENUES										
1 Sales Revenues	\$35.313M	\$36.131M	\$36.797M	\$37.131M	\$37.231M	\$37.287M	\$37.342M	\$37.398M	\$37.455M	\$37.511M
2 Other Revenues	\$2.897M	\$2.931M	\$2.966M	\$3.002M	\$3.038M	\$3.075M	\$3.112M	\$3.150M	\$3.188M	\$3.227M
3 Rate Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 TOTAL REVENUES	\$38.209M	\$39.063M	\$39.763M	\$40.133M	\$40.269M	\$40.361M	\$40.454M	\$40.548M	\$40.643M	\$40.738M
EXPENSES										
5 TOTAL EXPENSES PRE TRANSFER	\$27.516M	\$28.492M	\$29.900M	\$30.447M	\$30.146M	\$30.068M	\$30.072M	\$29.726M	\$29.790M	\$30.572M
6 GF + CAPITAL TRANSFERS	\$13.034M	\$13.531M	\$13.160M	\$13.527M	\$14.213M	\$15.214M	\$15.403M	\$15.595M	\$15.791M	\$15.991M
7 TOTAL REV REQUIREMENT	\$40.550M	\$42.022M	\$43.059M	\$43.974M	\$44.360M	\$45.282M	\$45.475M	\$45.321M	\$45.581M	\$46.562M
8 MARGIN \$	\$(1.940M)	\$(2.960M)	\$(3.297M)	\$(3.842M)	\$(4.091M)	\$(4.921M)	\$(5.021M)	\$(4.773M)	\$(4.938M)	\$(5.824M)
9 RATE INCREASE %	5.5%	2.7%	1.0%	1.2%	0.6%	2.0%	0.2%	0.0%	0.0%	1.9%

- Assumptions
 - Sales Revenue and Power Cost projections based on ECG estimates
 - Other Expenses based on FY2023 budget + 3% escalation
 - Transfers based on City projection FY2023-28; FY2029-2032
 - Margin \$ = TOTAL REVENUES – TOTAL EXPENSES – TOTAL TRANSFERS
- Without Rate Adjustment, \$41.6 cumulative shortfall over 10 years

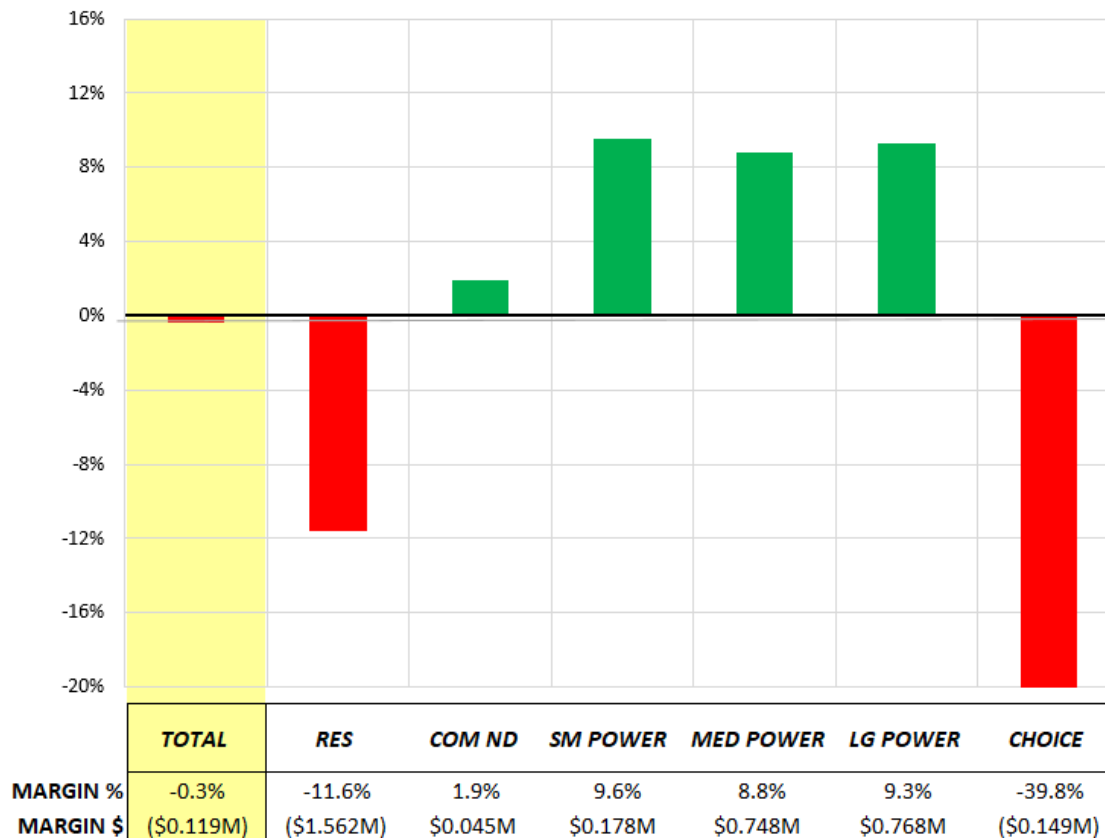


Overview

- The City worked with Electric Cities of Georgia (ECG) to develop a rate model
- The model allocates all costs and transfers to individual rate classes to determine margin
 - Used to make strategic rate adjustments
 - Incorporates billing information, unaudited financials, and MEAG power bills
 - The analysis included the prior 12 months ending June 2021



Overview (COS: Margin %)



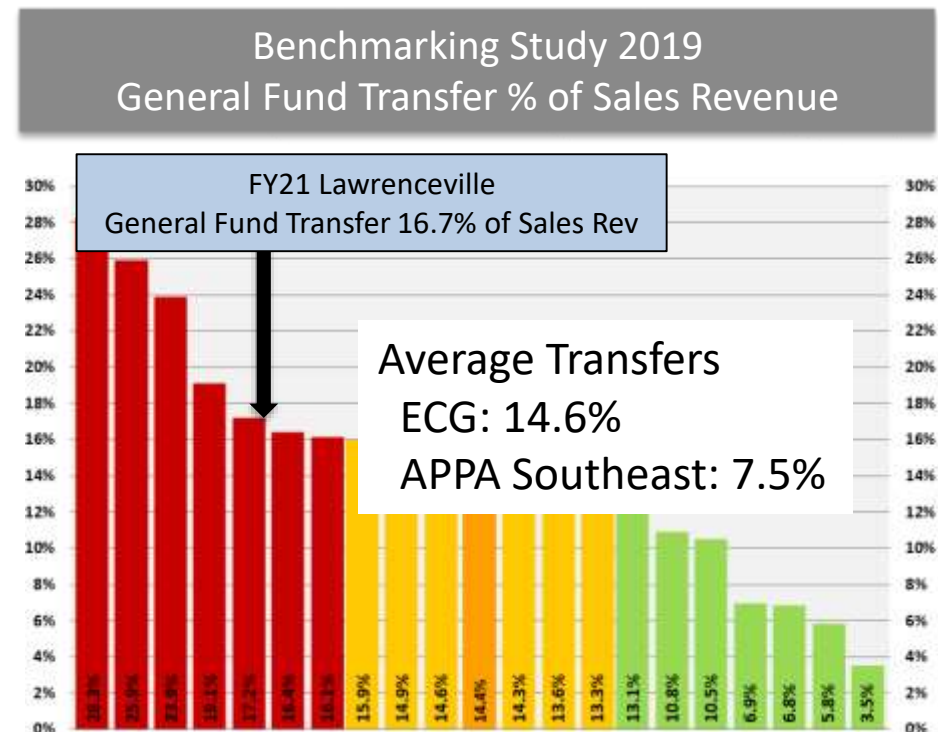
Residential & Choice
subsidized by Commercial
classes



Overview (General Fund Transfers)

- High GF transfers could
 - Hurt competitiveness of the utility
 - Lead to low bond rating if increase in transfers is not accompanied by relative increase in rate

Source: Moody's Presentation: Municipal Electric Utility Financial Credit Factors, Dan Aschenbach





Recommendations

- 3-Year Rate Plan with adjustments for shortfalls
- Re-evaluate in 2025
- Increase base and demand charges
- Reduce PCA (except Choice customer @ 2¢)
- Move Churches to applicable Commercial rate
- Security Light Rate updates
- Create new Solar demand rates



Recommendations (Changes)

3-Year Rate Plan

YEAR	%	\$
2023	5.5%	\$1.94M
2024	2.7%	\$1.02M
2025	1.0%	\$0.34M
TOTAL	9.2%	\$3.3M

Re-evaluate in 2025

YEAR	%	\$
2026	0.6%	\$0.25M
2027	2.0%	\$0.83M
2028	0.2%	\$0.80M
TOTAL	2.8%	\$1.88M

Georgia Power:

June 2022 Rate Filing

- 12% increase over 3 years
- Decision 12/2022
- Add'l increases when Vogtle 3&4 come online



Residential

CLASS	CURRENT RATES	YEAR1 RATES	YEAR 2 RATES	YEAR3 RATES
COMM NON-DEMAND				
Base	\$23.00	\$25.00	\$25.00	\$25.00
Energy				
First 650 kWh - Summer	0.007900	0.106000	0.112000	0.114000
Next 350 kWh - Summer	0.102500	0.121500	0.122000	0.122000
Over 1000 kWh - Summer	0.113500	0.138000	0.142000	0.144000
First 650 kWh - Winter	0.074000	0.102000	0.109000	0.112000
Next 350 kWh - Winter	0.072500	0.092000	0.095000	0.095000
Over 1000 kWh - Winter	0.070500	0.086000	0.086000	0.086000
PCA	0.020000	0.001000	0.001000	0.001000
Changes		6.30%	3.50%	1.20%



Residential

		LAWRENCEVILLE	GA POWER	JACKSON EMC			
KWH/MO		CURRENT	CURRENT	CURRENT	YEAR 1	YEAR 2	YEAR 3
SUMMER	500	\$72.50	\$69.76	\$69.60	\$78.50	\$81.50	\$82.50
SUMMER	1000	\$130.23	\$138.89	\$122.08	\$137.43	\$141.50	\$142.80
SUMMER	1500	\$196.98	\$217.52	\$180.93	\$206.93	\$213.00	\$215.30
SUMMER	2000	\$263.73	\$296.16	\$239.79	\$276.43	\$284.50	\$287.80
WINTER	500	\$70.00	\$69.44	\$69.60	\$76.50	\$80.00	\$81.50
WINTER	1000	\$116.48	\$117.38	\$111.93	\$124.50	\$130.10	\$132.05
WINTER	1500	\$161.73	\$163.16	\$152.78	\$168.00	\$173.60	\$175.55
WINTER	2000	\$206.98	\$208.94	\$193.63	\$211.50	\$217.10	\$219.05



Residential

Number of Customers	10,041
Average kWh	1,239
Median kWh	1,125
0-650 kWh	1,925
651-1000 kWh	2,249
>1000 kWh	5,867

Usage	Number of Customers
0-250 kWh	380
251-500 kWh	788
501-750 kWh	1,362
751-1,000 kWh	1,640
1,001-1,250 kWh	1,660
1,251-1,500 kWh	1,275
>1,500 kWh	2,936



Residential





Residential Option

- Provide a Senior Citizen Discount
 - 50% reduction of Base Fee based on the following:
 - At least 65 years old
 - Total household income is 150% of federal poverty level or less
 - Currently for a 2 person household this would be \$27,465
 - Jackson EMC is age 62 but income level is 100% of federal poverty level
 - GA Power is age 65 but income level is 200% of federal poverty level
 - Currently for a 2 person household this would be \$36,620
 - Increase the Residential Base by \$1 per month to offset reduction in revenue for remaining customers



Commercial Non-Demand

CLASS	CURRENT RATES	YEAR1 RATES	YEAR 2 RATES	YEAR3 RATES
COMM NON-DEMAND				
Base	\$27.00	\$29.00	\$31.00	\$33.00
Energy				
First 3000 kWh	0.124000	0.151590	0.155940	0.156000
Over 3000 kWh	0.114000	0.141590	0.145940	0.146000
PCA	0.020000	0.001000	0.001000	0.001000
Changes		6.30%	3.50%	0.90%



Commercial Non-Demand

KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
500	\$99.00	\$111.41	\$110.60	\$105.30	\$109.47	\$111.25
3000	\$459.00	\$452.44	\$453.60	\$486.77	\$501.82	\$502.47
5000	\$727.00	\$752.26	\$728.00	\$771.95	\$795.70	\$795.45



Commercial Non-Demand

Number of Customers	416
Average	632
Median	190
0-3,000 kWh	402
>3,000 kWh	14

Usage	Number of Customers
0-500 kWh	276
501-1,000 kWh	51
1,001-1,500 kWh	38
1,501-2,000 kWh	16
2,001-2,500 kWh	10
2,501-3,000 kWh	0
>3,000 kWh	25



Commercial Non-Demand





Small Power Commercial

CLASS	CURRENT RATES	YEAR1 RATES	YEAR 2 RATES	YEAR3 RATES
COMM NON-DEMAND				
Base	\$27.00	\$32.00	\$34.00	\$37.00
Energy				
First 200 HUD	0.104000	0.128710	0.131390	0.131670
201-400 HUD	0.054000	0.078710	0.081390	0.079670
>400 HUD	0.049000	0.068710	0.071390	0.069670
PCA	0.020000	0.001000	0.001000	0.001000
Changes		6.00%	3.00%	0.80%



Small Power Commercial

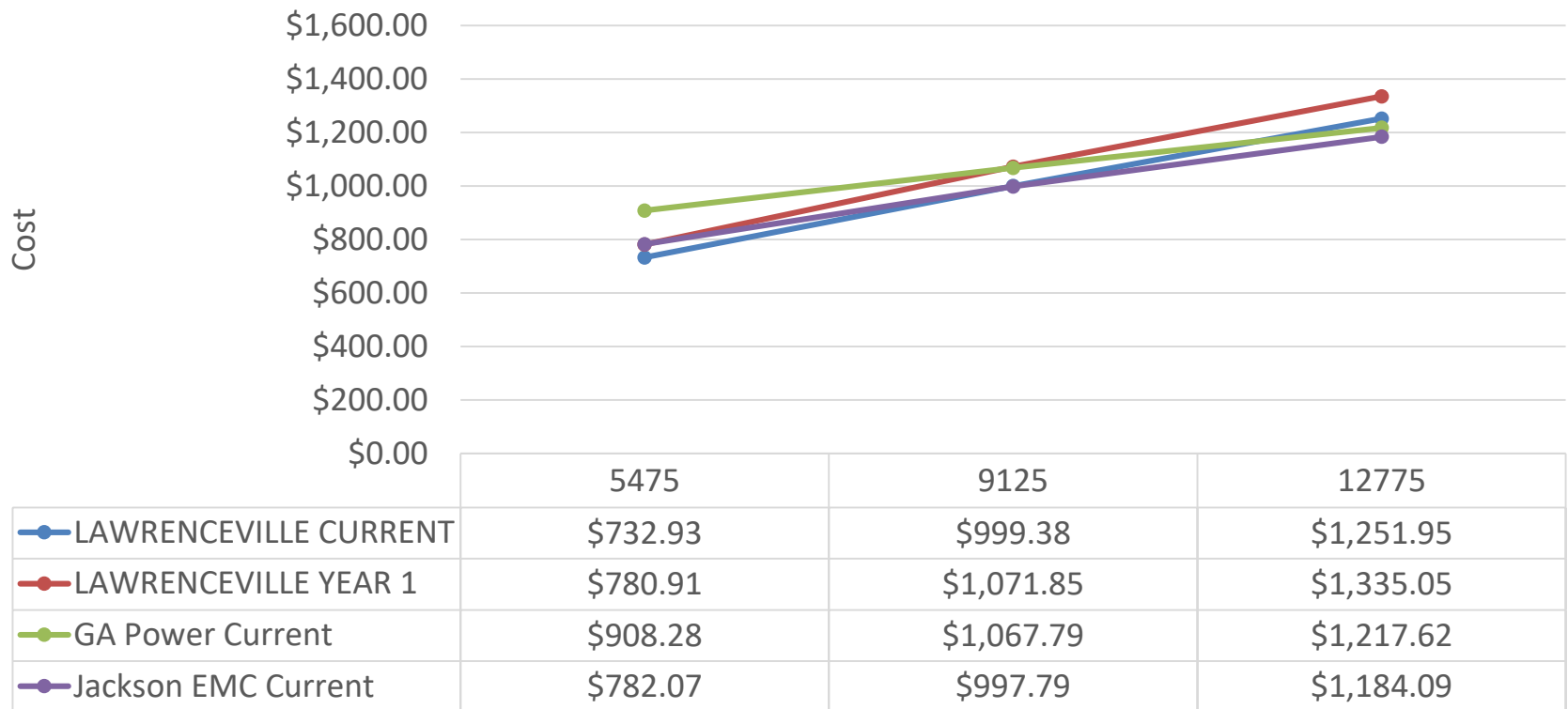
KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
5475	\$732.93	\$908.28	\$782.07	\$780.91	\$804.42	\$817.92
9125	\$999.38	\$1,067.79	\$997.79	\$1,071.85	\$1,098.86	\$1,108.53
12775	\$1,251.95	\$1,217.62	\$1,184.09	\$1,335.05	\$1,365.56	\$1,371.40

Number of Customers	222	222
Average	388 HUD	7,589 kWh
Median	363 HUD	6,409 kWh

HUD	Number of Customers	% of Customers
0-200	17	7.66%
201-400	116	52.25%
>400	89	40.09%



Small Power Commercial





Medium Power Commercial

CLASS	CURRENT RATES	YEAR1 RATES	YEAR 2 RATES	YEAR3 RATES
COMM NON-DEMAND				
Base	\$39.00	\$45.00	\$51.00	\$57.00
Energy				
First 200 HUD				
First 6,000 kWh	0.094000	0.115950	0.116660	0.117000
> 6,000 kWh	0.084000	0.105950	0.106660	0.107000
201-400 HUD	0.049000	0.070950	0.071660	0.072000
>400 HUD	0.044000	0.659500	0.066660	0.067000
PCA	0.020000	0.001000	0.001000	0.001000
Changes		5.50%	2.30%	0.80%



Medium Power Commercial

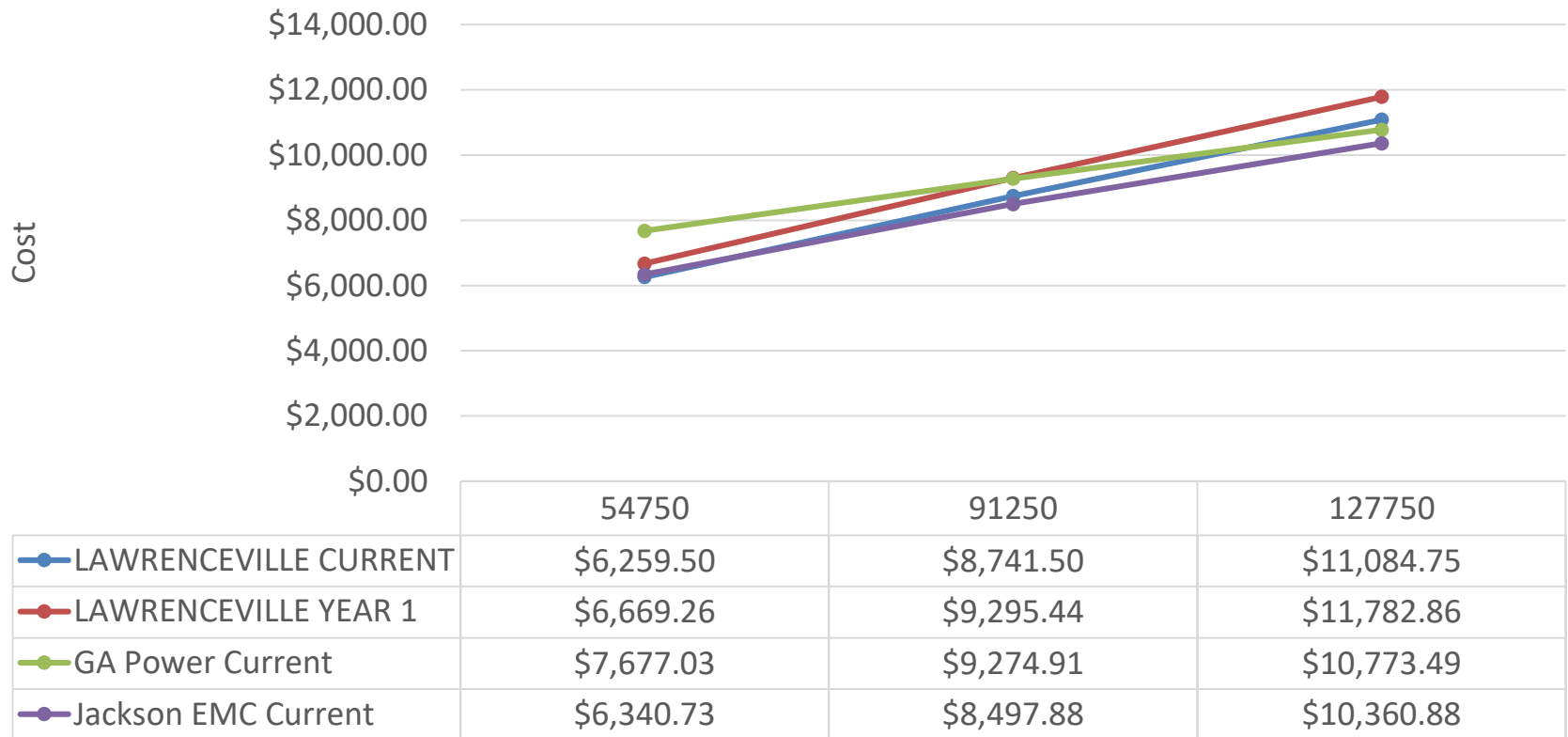
KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
54,750	\$6,259.50	\$7,677.03	\$6,340.73	\$6,669.26	\$6,839.14	\$6,906.60
91,250	\$8,741.50	\$9,274.91	\$8,497.88	\$9,295.44	\$9,491.23	\$9,512.34
127,750	\$11,084.75	\$10,773.49	\$10,360.88	\$11,782.86	\$12,004.57	\$11,979.32

Number of Customers	188 HUD	188 kWh
Average	356 HUD	41,728 kWh
Median	357 HUD	21,320 kWh

HUD	Number of Customers	% of Customers
0-200	21	11.17%
201-400	91	48.40%
>400	76	40.43%



Medium Power Commercial





Large Power Commercial

CLASS	CURRENT RATES	YEAR1 RATES	YEAR 2 RATES	YEAR3 RATES
COMM NON-DEMAND				
Base	\$59.00	\$76.00	\$100.00	\$110.00
Energy				
First 200 HUD				
First 6,000 kWh	0.076000	0.096400	0.096410	0.096140
> 6,000 kWh	0.066000	0.086400	0.086410	0.086140
201-400 HUD	0.044000	0.064400	0.064410	0.064140
401-600 HUD	0.040000	0.060400	0.060410	0.060140
>600 HUD	0.036000	0.056400	0.056410	0.056140
PCA	0.020000	0.001000	0.001000	0.001000
Changes		4.50%	0.60%	0.50%



Large Power Commercial

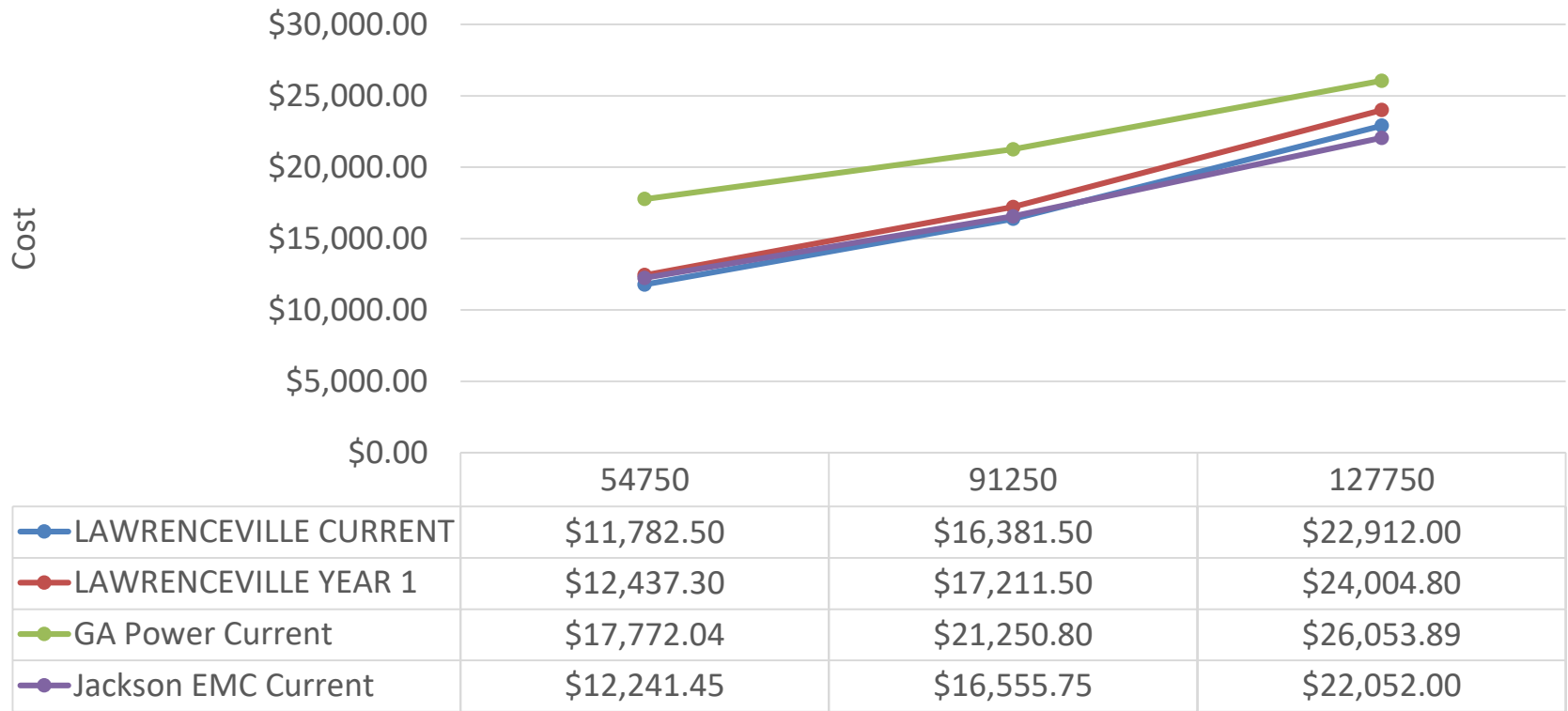
KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
54,750	\$11,782.50	\$17,772.04	\$12,241.45	\$12,437.30	\$12,701.45	\$12,931.88
91,250	\$16,381.50	\$21,250.80	\$16,555.75	\$17,211.50	\$17,469.08	\$17,679.80
127,750	\$22,912.00	\$26,053.89	\$22,052.00	\$24,004.80	\$24,252.52	\$24,433.68

Number of Customers	9	9
Average	370 HUD	432,022 kWh
Median	422 HUD	333,900 kWh

HUD	Number of Customers	% of Customers
0-200	2	22.22%
201-400	2	22.22%
401-600	5	55.56%
>600	0	0.00%



Large Power Commercial





Solar

- Mandatory Demand rates for DG Customers
 - Equivalent to Standard rates
 - Higher fixed charges that better reflect costs
- Distributed Generation Rider w/Admin Charge (\$10),
Avoided Cost



Distributed Generation (DG)

CLASS	CURRENT RATES	YEAR1 RATES	YEAR 2 RATES	YEAR3 RATES
Res Solar	\$23.00	\$25.00	\$25.00	\$25.00
Commercial Non-Demand Solar	\$27.00	\$29.00	\$31.00	\$33.00
Small Power Solar	\$27.00	\$32.00	\$34.00	\$37.00
Medium Power Solar	\$39.00	\$45.00	\$51.00	\$57.00
Large Power Solar	\$59.00	\$76.00	\$100.00	\$110.00
Demand (Rider)	\$10.00	\$10.00	\$10.00	\$10.00
Energy				
All kWh	varies	0.076020	0.077000	0.078700
PCA	0.020000	0.001000	0.001000	0.001000
Changes		4.50%	0.60%	0.50%



Security Lighting Rates

	Current	Proposed	Number of Lights
100W HPS	\$8.00	\$10.00	539
150W HPS	\$8.00	\$13.00	13
250W HPS	\$15.00	\$16.00	3
400W HPS	\$22.50	\$24.00	213
175W MV	\$8.00	\$10.00	35
350W MH	\$25.00	\$28.00	4
400W MH	\$28.00	\$30.00	208
50W LED	\$8.00	\$10.00	14
100W LED	\$8.00	\$16.00	8
120W LED	\$8.00	\$16.00	1
270W LED	\$28.00	\$40.00	11
350W LED	\$28.00	\$40.00	53



LAWRENCEVILLE
GEORGIA

14.

Questions?

ORDINANCE NO.

AN ORDINANCE TO AMEND THE DISTRIBUTED GENERATION ORDINANCE FOR THE CITY OF LAWRENCEVILLE, GEORGIA

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following distributed generation ordinance hereby adopted and shall become effective for all billing dates on or after January 1, 2023.

APPLICABILITY:

Applicable to Customers in all areas served by the City of Lawrenceville (the City) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

A distributed generation facility must:

- 1. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
- 2. Be connected to and/or operate in parallel with the City’s distribution facilities, and
- 3. Be intended primarily to offset part or all of the Customer’s generator’s requirement for electricity, and
- 4. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
- 5. Be installed on the customer side of the meter.

MONTHLY METERING CHARGE:

Bi-Directional Metering Charge \$10.00 per month

The City will install bi-directional metering for all applicable Customers. All incremental costs for metering and associated equipment (e.g. poly-phase meters, trans-sockets, dual-gang sockets, etc.) and interconnection costs will be paid by the Customer at the time service is initiated under this policy. Additionally, Customer agrees to pay a monthly metering charge as outlined above.

Bi-directional metering is defined as measuring the amount of electricity supplied by the City and the amount fed back to the City by the Customer’s distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the City on the Customer’s side of the Customer’s meter.

PAYMENT FOR ENERGY:

Bi-directional metering

- 1. Whenever the Customer’s consumption exceeds the electricity generated by the Customer’s distributed generation system, that electricity is supplied by the City. All electricity supplied by the City shall be billed by the City in accordance with its tariffs plus the Incremental Service Cost.
- 2. When electricity generated by the Customer’s distributed generation system exceeds electricity supplied by the City, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the City’s avoided energy cost.

Avoided Energy Cost

Payments by the City to the Customer for the billing period metered avoided energy kWh's will be computed by the City in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the City's Wholesale Energy provider.

In the event Customer develops a credit balance during a billing period, the amount will remain as a credit on the Customer's account. Credit balances remaining at the end of the City's fiscal year will be cleared by the issuance of a check for the credit balance to Customer. Any other clearance of account credit balances will be at the City's discretion.

SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

The Customer shall be responsible for ensuring a safe and reliable interconnection with the City and all costs incurred therein. The City has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the City's distribution system:

- 1. Application for Interconnection of Distributed Generation Facility
- 2. Interconnection Agreement
- 3. Electrical Power Exchange Agreement

The provisions in all documents outlined above are incorporated into this Rider in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Rider.

The City will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the City's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the City at its sole discretion at a cost agreed to by it and the Customer provider. The City shall at no time be required to purchase energy from Customers in excess of amounts required by the Georgia Cogeneration and Distributed Generation Act of 2001.

The City reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the City's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify the Customer generator so that any unsafe condition can be corrected.

IT IS SO ORDAINED, this 26th day of September, 2023.

David Still, Mayor

Attest:

Karen Pierce, City Clerk

ORDINANCE NO. _____**AN ORDINANCE TO AMEND COMMERCIAL ELECTRIC RATES AND FEES FOR THE CITY OF
LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following rates and fees for commercial electric service are hereby adopted and shall become effective for all billing dates on or after January 1, 2023.

AVAILABILITY:

All qualified customers in the City of Lawrenceville's electric service area.

APPLICABILITY:

Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

MONTHLY RATE:**A. Commercial Non-Demand**

	<u>2023</u>	<u>2024</u>	<u>2025</u>
• Service Charge	\$29.00	\$31.00	\$33.00
• First 3,000 kWh	\$0.15159 / kWh	\$0.15594 / kWh	\$0.1560 / kWh
• > 3,000 kWh	\$0.14159 / kWh	\$0.14594 / kWh	\$0.1460 / kWh

B. Commercial Small Power

	<u>2023</u>	<u>2024</u>	<u>2025</u>
• Service Charge	\$32.00	\$34.00	\$37.00
• Demand Charge	\$2.50 / kW	\$2.75 / kW	\$3.00 / kW
• < 200 hours (x) the billing demand	\$0.12871 / kWh	\$0.13139 / kWh	\$0.13167 / kWh
• 200 - 400 hours (x) the billing demand	\$0.07871 / kWh	\$0.08139 / kWh	\$0.07967 / kWh
• > 400 hours (x) the billing demand	\$0.06871 / kWh	\$0.07139 / kWh	\$0.06967 / kWh

C. Commercial Medium Power

	<u>2023</u>	<u>2024</u>	<u>2025</u>
• Service Charge	\$45.00	\$51.00	\$57.00

• Demand Charge	\$3.50 / kW	\$4.00 / kW	\$4.50 / kW
• < 200 hours (x) the billing demand			
○ < 6,000 kWh	\$0.11595 / kWh	\$0.11666 / kWh	\$0.1170 / kWh
○ > 6,000 kWh	\$0.10595 / kWh	\$0.10666 / kWh	\$0.1070 / kWh
• 200 - 400 hours (x) the billing demand	\$0.07095 / kWh	\$0.07166 / kWh	\$0.0720 / kWh
• > 400 hours (x) the billing demand	\$0.06595 / kWh	\$0.06666 / kWh	\$0.0670 / kWh

D. Commercial Large Power

	<u>2023</u>	<u>2024</u>	<u>2025</u>
• Service Charge	\$76.00	\$100.00	\$110.00
• Demand Charge	\$4.00 / kW	\$4.50 / kW	\$5.00 / kW
• < 200 hours (x) the billing demand			
○ < 6,000 kWh	\$0.0964 / kWh	\$0.09641 / kWh	\$0.09614 / kWh
○ > 6,000 kWh	\$0.0864 / kWh	\$0.08641 / kWh	\$0.08614 / kWh
• 200 - 400 hours (x) the billing demand	\$0.0644 / kWh	\$0.06441 / kWh	\$0.06414 / kWh
• 400 - 600 hours (x) the billing demand	\$0.0604 / kWh	\$0.06041 / kWh	\$0.06014 / kWh
• > 600 hours (x) the billing demand	\$0.0564 / kWh	\$0.05641 / kWh	\$0.05614 / kWh

POWER COST ADJUSTMENT:

The bill calculated at the above rates will be charged the current power cost adjustment as determined by the City Manager or designee.

TERMS OF PAYMENT:

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

MINIMUM MONTHLY CHARGES:

The minimum monthly charge will be the Base Service Charge.

IT IS SO ORDAINED, this 26th day of September, 2022.

David Still, Mayor

Attest:

Karen Pierce, City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND RESIDENTIAL ELECTRIC RATES AND FEES FOR THE CITY OF
LAWRENCEVILLE, GEORGIA

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following rates and fees for residential electric service are hereby adopted and shall become effective for all billing dates on or after January 1, 2023.

AVAILABILITY:

All qualified customers in the City of Lawrenceville’s electric service area.

APPLICABILITY:

Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

MONTHLY RATE:

A. Monthly service charge

	<u>2023</u>	<u>2024</u>	<u>2025</u>
•	\$25.00	\$25.00	\$25.00

B. Non-summer residential rate will be charged from November – April as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
• 0-650 kWh	\$0.1020 / kWh	\$0.1090 / kWh	\$0.1120 / kWh
• 651-1000 kWh	\$0.0920 / kWh	\$0.0950 / kWh	\$0.0950 / kWh
• > 1000 kWh	\$0.0860 / kWh	\$0.0860 / kWh	\$0.0860 / kWh

C. Summer residential rate will be charged from May – October as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
• 0-650 kWh	\$0.1060 / kWh	\$0.1120 / kWh	\$0.1140 / kWh
• 651-1000 kWh	\$0.1215 / kWh	\$0.1220 / kWh	\$0.1220 / kWh
• > 1000 kWh	\$0.1380 / kWh	\$0.1420 / kWh	\$0.1440 / kWh

POWER COST ADJUSTMENT:

The bill calculated at the above rates will be charged the current power cost adjustment as determined by the City Manager or designee.

TERMS OF PAYMENT:

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

MINIMUM MONTHLY CHARGES:

The minimum monthly charge will be the Base Service Charge

IT IS SO ORDAINED, this 26th day of September, 2023.

David Still, Mayor

Attest:

Karen Pierce, City Clerk

ORDINANCE NO. _____

**ORDINANCE TO AMEND SECURITY LIGHT RATES AND FEES FOR THE
CITY OF LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following rates and fees for security lights are hereby adopted and shall become effective on January 1, 2023.

SECURITY LIGHT RATES AND FEES FOR INSTALLATION AND REPLACEMENT

- Tier One (1)
\$10.00 monthly charge per light
The City Manager or Designee will determine the lighting fixtures that are in this category.
- Tier Two (2)
\$13.00 monthly charge per light
The City Manager or Designee will determine the lighting fixtures that are in this category.
- Tier Three (3)
\$16.00 monthly charge per light
The City Manager or Designee will determine the lighting fixtures that are in this category.
- Tier Four (4)
\$24.00 monthly charge per light
The City Manager or Designee will determine the lighting fixtures that are in this category.
- Tier Five (5)
\$28.00 monthly charge per light
The City Manager or Designee will determine the lighting fixtures that are in this category.
- Tier Six (6)
\$30.00 monthly charge per light
The City Manager or Designee will determine the lighting fixtures that are in this category.
- Tier Seven (7)
\$40.00 monthly charge per light

The City Manager or Designee will determine the lighting fixtures that are in this category.

IT IS SO ORDAINED, this 26th day of September, 2023

David Still, Mayor

Attest: _____
Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 26, 2022

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Purchase of Electrical Materials
Department:	Electric
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	\$114,159.70
Presented By:	Huston Gillis, Electric Director
Action Requested:	Award the Purchase of Electrical Materials to low bidders, Gresco Utility Supply in the amount of \$18,870.00 for line items 1-3 and Stuart C. Irby Co., Inc. in the amount of \$95,289.70 for line items 4-22.

Summary: This purchase is to provide materials to increase inventory for upcoming projects. Three other firms were solicited and were unable to bid due to supply chain issues.

Fiscal Impact: Amount of \$114,159.70. This purchase is funded by the Capital Outlay Fund (5114600.541000). Project 06-038.

Attachments/Exhibits:

Bid Tabulation

**Purchase of Electrical Materials
Electric Department**

				Gresco Utility Supply		Stuart C. Irby Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Switches. #CSG15-100A-110-CN-10KA. 54 Per Pallet.	108	EA	\$90.00	\$9,720.00	No Bid	\$0.00
2	Squirrel Guard. #70380330.	500	EA	\$7.50	\$3,750.00	\$7.75	\$3,875.00
3	54" Guy Extension. #FGS16-54CT AF	200	EA	\$27.00	\$5,400.00	\$29.80	\$5,960.00
4	15KV Pole Top Pins. #U744Z	450	EA	\$16.80	\$7,560.00	\$14.90	\$6,705.00
5	Arrestors. #ZRP0100000000.	256	EA	\$53.25	\$13,632.00	\$49.20	\$12,595.20
6	Poly Bells. #ARP-15SKCE-S.	540	EA	\$14.00	\$7,560.00	\$10.05	\$5,427.00
7	Neutral Racks. #PLH 1300.	600	EA	\$12.25	\$7,350.00	\$6.05	\$3,630.00
8	Anchor Shackles. #GPP U2742.	500	EA	\$9.25	\$4,625.00	\$3.60	\$1,800.00
9	Figure 8's. # GPP F8LK30.	500	EA	\$7.25	\$3,625.00	\$4.98	\$2,490.00
10	5/8" by 14" Oval Eye Bolts. #U9414	500	EA	\$6.84	\$3,420.00	\$4.35	\$2,175.00
11	5/8" by 16" Oval Eye Bolts. #U9416.	500	EA	\$7.75	\$3,875.00	\$4.65	\$2,325.00
12	5/8" by 18" Oval Eye Bolts. #U9418.	500	EA	\$8.75	\$4,375.00	\$5.05	\$2,525.00
13	36" Guy Extension. #GPP GL15-36C-CR.	200	EA	\$27.40	\$5,480.00	\$25.80	\$5,160.00
14	18" Guy Extension. #GPP GL15-18C-CR.	200	EA	\$22.30	\$4,460.00	\$21.65	\$4,330.00
15	12" Guy Extension. #GPP GL15-12C-CR.	100	EA	\$23.25	\$2,325.00	\$20.25	\$2,025.00
16	8' By 5/8" Ground Rods.	500	EA	\$25.50	\$12,750.00	\$18.50	\$9,250.00
17	8" By 5/8" Screw Anchor. #GPP G826.	150	EA	No Bid	\$0.00	\$33.50	\$5,025.00
18	8" By 5/8" Screw Anchor Rod. #GPP G62D.	250	EA	No Bid	\$0.00	\$28.90	\$7,225.00
19	10" By 5/8" Screw Anchor. #G1026.	100	EA	\$52.75	\$5,275.00	\$45.60	\$4,560.00
20	8" By 3/4" Screw Anchor. #GPP G846.	150	EA	No Bid	\$0.00	\$33.75	\$5,062.50
21	8" By 3/4" Screw Anchor Rod. #G75D.	250	EA	\$44.00	\$11,000.00	\$33.60	\$8,400.00
22	10" By 5/8" Screw Anchor. #GPP G1046.	100	EA	\$62.75	\$6,275.00	\$45.80	\$4,580.00
TOTAL				\$122,457.00		\$105,124.70	

Recommended vendor(s):

Gresco Utility Supply
1135 Rumble Rd.
Forsyth, GA 31029

Stuart C. Irby Co., Inc.
815 Irby Drive
Jackson, MS 39201

Lines 1-3

Lines 4-22



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC
Department:	Engineering
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	Not to Exceed \$1,000,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC in an amount not to exceed \$1,000,000.00 and authorize the Mayor to execute the agreement upon review and approval of the City Attorney.

Summary: The proposed development located at the corner of E. Pike St. and Buford Hwy currently has 12.6 Acres of stormwater that drains through the parcel. The developer has agreed to provide stormwater detention for this off-site stormwater. The cost for the additional infrastructure that would be required is estimated at \$903,100.00. The City would reimburse Park Place for the actual cost of the improvements, not to exceed \$1,000,000.00.

Background: The Stormwater Utility Board recommended the approval of the Agreement.

Furthermore, the Stormwater Utility Board are discussing the formation of a Special Drainage District. The District would encompass the 12.6 drainage sub-basin that is routed through the Park Place Development. Any redevelopment in the special drainage district would be charged a special detention fee instead of providing detention for any new development.

Fiscal Impact: Not to exceed \$1,000,000.00 from the Stormwater Fund. Reimbursement over time through a Special Drainage District.

Concurrences: Stormwater Utility Board

Attachments/Exhibits: Agreement

COST AGREEMENT

THIS COST AGREEMENT (this “**Agreement**”) is made by **CITY OF LAWRENCEVILLE, GEORGIA**, a Georgia municipal corporation (“**City**”), and **GA GWINNETT LAWRENCEVILLE PIKE, LLC**, a Georgia limited liability company (“**Park Place**”, and together with City, sometimes, collectively, the “**Parties**”), as of _____, 2022 (the “**Effective Date**”).

RECITALS:

A. Park Place is the owner of that certain property more particularly described on **Exhibit “A”** (the “**Property**”), as the same is depicted on the site plan attached hereto as **Exhibit “B”** (the “**Site Plan**”).

B. In connection with the development of the Property, Park Place will be constructing and installing certain improvements on the Property as more particularly set forth on **Exhibit “C”** (collectively, the “**Site Improvements**”). The Site Improvements are needed to create an additional drainage facility to be used by the City as a regional detention facility.

C. Upon completion of the Site Improvements, City agrees to reimburse Park Place for the costs of such Site Improvements pursuant to the provisions hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars, and the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Site Improvements**. Park Place shall (i) cause the construction and installation of the Site Improvements to be completed in a good and workmanlike manner, and (ii) to the extent required by applicable law, obtain the final inspections and approvals of all of the Site Improvements from all applicable governmental authorities.

Section 2. **Reimbursement**. Upon completion of the Site Improvements in accordance with the terms of Section 1 herein, Park Place shall provide City with copies of all invoices for the Site Improvements. Within thirty (30) days of receipt of such invoice copies, City shall reimburse Park Place for all costs and expenses incurred for construction and installation of the Site Improvements. The parties hereto acknowledge and agree that the cost estimates set forth on **Exhibit “C”** hereto are provided for informational purposes only, and shall not be considered as a cap or binding on the parties hereto, but are merely estimates of what the Site Improvements may ultimately cost, however, the cost of the Site Improvements may not exceed One Million Dollars (\$1,000,000.00) without the specific written approval of the City.

Section 3. **Ownership**. The site improvements will be and are the property of Park Place. Nothing in this agreement constitutes the City having an ownership in the site improvements. The City will be granted easement rights to drain stormwater into the Site Improvements. These easement rights shall be granted by appropriate documentation approved by both parties on or before the issuance of a Land Disturbance Permit.

Section 4. Maintenance. Park Place and its successors shall be responsible for the maintenance and repair the Site Improvements and all costs associated.

Section 5. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication maybe given by counsel and shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U. S. registered or certified mail, return receipt requested, postage prepaid, or by electronic transfer by email, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To Park Place: Highlands Residential Legal Notice
RE: GA Gwinnett Lawrenceville Pike, LLC
1777 Peachtree St
Suite 200
Atlanta, Georgia 30309
Attn: David K. Loeffel
Email address: LegalNotice@HighlandsResidential.com

With a copy to: Continuum Legal Group LLP
5605 Glenridge Drive
Suite 600
Atlanta, Georgia 30342
Attn: Marc D. Glenn, Esq.
Email: mglenn@ContinuumLG.com

To City: City of Lawrenceville
70 South Clayton Street
P.O. Box 2200
Lawrenceville, GA 30046
Attn: Jim Wright, City Engineer
Email: Jim.Wright@lawrencevillega.org

With a copy to: Thompson, Sweeny, Kinsinger & Pereira, P.C.
690 Longleaf Drive
P.O. Drawer 1250
Lawrenceville, GA 30046
Attn: V. Lee Thompson, Jr. and Frank Hartley
Email: vlt@thompson-sweeny.com and
fh@thompson-sweeny.com

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery or if sent by U.S. mail; or (c) on the date of transmission, if sent by email or electronic transfer device. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return

receipt if mailed; or (c) on the date of transmission, if sent by email electronic transfer device. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Upon at least five (5) business days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

Section 6. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the Parties.

Section 7. Costs and Attorneys' Fees. If any party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorneys' fees. Notwithstanding anything contained herein to the contrary, (i) "reasonable attorneys' fees" are not, and shall not be, statutory attorneys' fees under the Official Code of Georgia ("O.C.G.A."), (ii) if, under any circumstances either party is required hereunder to pay any or all of the other party's attorneys' fees and expenses, the party shall be responsible only for actual legal fees and out of pocket expenses actually incurred by the other party at customary hourly rates for the work done, and (iii) the party shall not be liable hereunder, under any circumstances, for additional attorneys' fees or expenses under O.C.G.A. Section 13-1-11.

Section 8. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

Section 9. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

Section 10. Successors and Assigns. This Agreement shall be binding on the parties, their grantees, assignees, vendees, and successors. Neither party may assign any of its rights or delegate any of its duties under this Agreement to another entity.

Section 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 12. Time of the Essence. Time shall be of the essence of this Agreement and each and every term and condition hereof.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

PARK PLACE:

GA GWINNETT LAWRENCEVILLE
PIKE, LLC, a Georgia limited liability
company

Signed, sealed and delivered in the
presence of:

N. Hunter Holby Jr.
Unofficial Witness

By: Highlands Residential LLC,
a Georgia limited liability company,
its sole manager

Patricia M. Harper
Notary Public
My Commission expires: January 28, 2023

By: (Signature) (SEAL)
David K. Loeffel, its sole manager



CITY:

CITY OF LAWRENCEVILLE, GEORGIA,
a Georgia municipal corporation

Signed, sealed and delivered in the
presence of:

Unofficial Witness

By: _____
David R. Still, Mayor

Notary Public
My Commission expires: _____

Attest: _____
Karen Pierce, City Clerk

[NOTARY SEAL]

[CITY SEAL]

EXHIBIT "A"

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lot 146 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

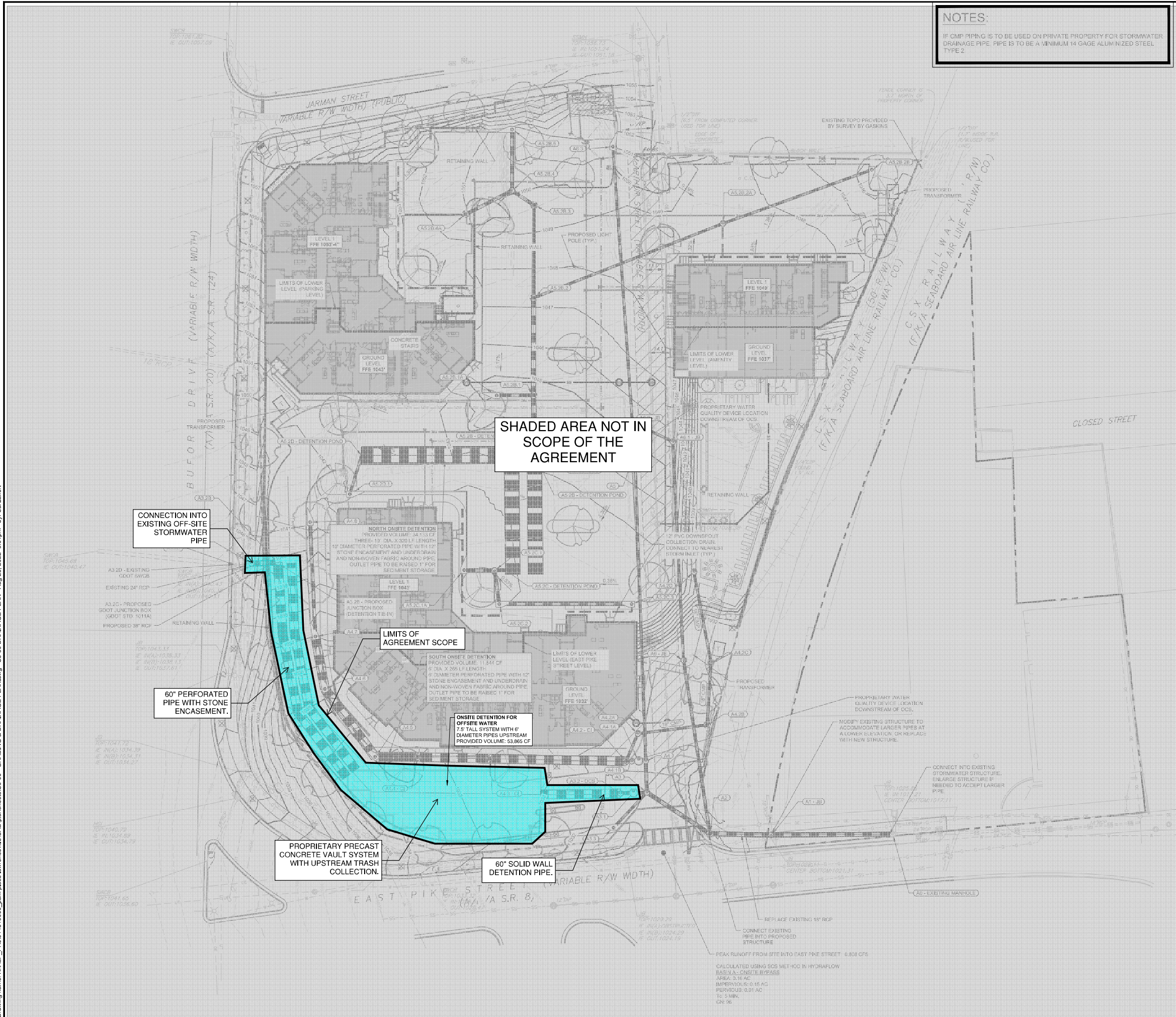
Beginning at a nail set along the easterly right-of-way margin of McArthur Street (R/W Varies), said nail being shown as Point of Commencement for McArthur Tract "G" on that certain plat or boundary retracement survey of 77 East Pike Street for Highlands Residential, LLC by Gaskins, bearing the seal of Bryant G. Kachel (GA PLS #2700) dated June 6, 2019, last revised February 11, 2020, and having a Georgia State Plane Coordinate value of (N: 1439740.43', E: 2351815.40, NAD 83, Georgia West Zone); Said point being the POINT OF BEGINNING; Thence from the POINT OF BEGINNING as thus established and departing the said easterly right-of-way margin of McArthur Street, South 86 degrees 31 minutes 49 seconds West a distance of 20.02 feet to a nail set along the westerly right-of-way margin of McArthur Street (R/W Varies); Thence departing said westerly right-of-way margin of McArthur Street and following the northerly right-of-way margin of East Pike Street the following five courses and distances: South 84 degrees 53 minutes 15 seconds West a distance of 13.33 feet to a nail found; Thence South 41 degrees 17 minutes 05 seconds West a distance of 28.55 feet to a concrete right-of-way monument found; Thence South 84 degrees 53 minutes 15 seconds West a distance of 79.54 feet to a point; Thence along a curve to the right having an arc length of 26.02 feet and a radius of 1,676.51 feet and being subtended by a chord bearing South 84 degrees 28 minutes 21 seconds West a chord distance of 26.02 feet to a concrete right-of-way monument found; Thence North 73 degrees 20 minutes 23 seconds West a distance of 52.96 feet to a concrete right-of-way monument found at the intersection of said northerly right-of-way margin of East Pike Street and the easterly right-of-way margin of Buford Drive (R/W varies); Thence departing said northerly right-of-way margin of East Pike Street and following said apparent easterly right-of-way margin of Buford Drive the following seven courses and distances: North 42 degrees 28 minutes 12 seconds West a distance of 94.45 feet to a #4 rebar set; Thence North 10 degrees 16 minutes 59 seconds West a distance of 19.69 feet to a # 4 rebar set; Thence North 10 degrees 16 minutes 59 seconds West a distance of 45.83 feet to a point; Thence North 02 degrees 59 minutes 01 seconds West a distance of 51.28 feet to a point; Thence North 01 degrees 17 minutes 18 seconds West a distance of 134.56 feet to a concrete right-of-way monument; Thence North 01 degrees 32 minutes 53 seconds East a distance of 63.04 feet to a point; Thence North 01 degrees 15 minutes 31 seconds East a distance of 57.07 feet to a concrete right-of-way monument found at the southeasterly mitered right-of-way intersection of said easterly right-of-way margin of Buford Drive and the southerly right-of-way margin of Jarman Street (R/W varies); Thence departing the said easterly right-of-way margin of Buford Drive and following the mitered right-of-way of said Buford Drive and Jarman Street North 39 degrees 46 minutes 24 seconds East a distance of 15.60 feet to a concrete right-of-way monument found; Thence departing said mitered right-of-way of said Buford Drive and said Jarman Street and following the said southerly right-of-way margin of Jarman Street the following six courses and distances: North 80 degrees 08 minutes 23 seconds East a distance of 49.99 feet to a #4 rebar set; Thence North 80 degrees 14 minutes 46 seconds East a distance of 23.77 feet to a point; Thence North 01 degrees 13 minutes 08 seconds East a distance of 10.02 feet to a concrete right-of-way

monument found; Thence North 80 degrees 01 minutes 34 seconds East a distance of 75.66 feet to a point; Thence North 02 degrees 43 minutes 00 seconds West a distance of 7.26 feet to a #4 rebar set; Thence North 81 degrees 46 minutes 54 seconds East a distance of 80.50 feet to a nail set at the right-of-way intersection of the said southerly right-of-way margin of Jarman Street and the westerly right-of-way margin of McArthur Street (R/W varies); Thence departing said southerly right-of-way margin of Jarman Street and following the said westerly right-of-way margin of McArthur Street South 03 degrees 24 minutes 40 seconds East a distance of 46.14 feet; Thence departing said westerly right-of-way margin of McArthur Street South 88 degrees 41 minutes 09 seconds East a distance of 29.34 feet to a #4 rebar set on the easterly right-of-way margin of McArthur Street; Thence departing said easterly right-of-way margin of McArthur Street South 88 degrees 41 minutes 09 seconds East a distance of 175.98 feet to a #4 rebar set on the westerly right-of-way margin of CSX Railway (50' R/W) (f/k/a Seaboard Air Line Railway Co.); Thence following said westerly right-of-way margin of CSX Railway the following five courses and distances: South 22 degrees 47 minutes 10 seconds West a distance of 73.40 feet to a point; Thence South 22 degrees 47 minutes 10 seconds West a distance of 69.38 feet to a #4 rebar found; Thence South 22 degrees 47 minutes 08 seconds West a distance of 75.76 feet to a point; Thence along a curve to the left having an arc length of 56.74 feet and a radius of 1,379 feet and being subtended by a chord bearing South 19 degrees 24 minutes 51 seconds West a chord distance of 56.74 feet to a #4 rebar set; Thence along a curve to the left having an arc length of 221.20 feet and a radius of 1,379 feet and being subtended by a chord bearing South 13 degrees 38 minutes 24 seconds West a chord distance of 220.96 feet to a nail set along the northerly right-of-way margin of East Pike Street (R/W Varies); Thence departing the said westerly right-of-way margin of CSX Railroad and along the said northerly right-of-way margin of East Pike Street South 85 degrees 09 minutes 35 seconds West a distance of 1.00 foot to a nail set along the easterly right-of-way margin of McArthur Street (R/W Varies); Thence departing the said northerly right-of-way margin of East Pike Street and along the said easterly right-of-way margin of McArthur Street North 03 degrees 28 minutes 11 seconds West a distance of 32.49 feet to the POINT OF BEGINNING.

Said tract or parcel contains 3.81 acres (being 166,232 square feet).

EXHIBIT “B”**Site Plan**

[See Attached]



NOTES

IF CMP PIPING IS TO BE USED ON PRIVATE PROPERTY FOR STORMWATER DRAINAGE PIPE PIPE IS TO BE A MINIMUM 14 GAGE ALUM NIZED STEEL TYPE 2

GRADING & DRAINAGE NOTES

1. SITE AREA: 3.82 ACRES
DISTURBED AREA: 4.48 ACRES
2. THE EXISTING CONDITIONS FOR THE SITE HAVE BEEN SURVEYED.
HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAD 88.
3. CRITICAL SPOT GRADES ARE TO PAVEMENT GRADE UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL CONSTRUCT ALL SIDEWALKS AND CROSSWALKS WITH A 2.0% MAXIMUM CROSS SLOPE AND A 5.0% MAXIMUM RUNNING SLOPE. UNLESS NOTED AS A RAMP, GRADES WITHIN ADA HANDICAP PARKING AREAS SHALL NOT EXCEED A 2% MAXIMUM SLOPE IN ANY DIRECTION.
5. ALL ROOF DRAIN PIPING SHALL BE PVC UNLESS OTHERWISE NOTED.
6. ALL ROOF DRAIN CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
7. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
8. THIS PROJECT DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DEFINED BY THE F.E.M.A. "FLOOD HAZARD BOUNDARY MAP" COMMUNITY PLAN NUMBER 13135C0074N, DATED 09/29/2006.
9. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR TIE-INS.
10. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER AND STORM DRAINAGE SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
11. NO GRADED SLOPE SHALL EXCEED 2H:1V
12. ALL WALLS GREATER THAN 30" IN HEIGHT SHALL BE DESIGNED AND PERMITTED BY AN ENGINEER LICENSED IN THE STATE OF GEORGIA.
13. ALL WALLS GREATER THAN 30" IN HEIGHT SHALL HAVE FALL PROTECTION THROUGH FENCING OR HANDRAIL AT A MINIMUM OF 42" TALL. REFERENCE LANDSCAPE PLANS FOR DETAILS.
14. THE CITY OF LAWRENCEVILLE ASSUMES NO RESPONSIBILITY FOR FLOODING, EROSION, OR ANY OTHER STORMWATER-RELATED PROBLEMS THAT OCCUR BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE MAINTENANCE, REPAIR, OR EXTENSION OF ANY STORM DRAIN LINES, STORM DRAIN STRUCTURES, SWALES, CHANNELS, DITCHES, OR NATURAL WATERCOURSES OUTSIDE OF THE CITY RIGHT-OF-WAY.
15. DEVELOPER/CONTRACTOR SHALL BE CLEAN OUT ACCUMULATED SILT IN DETENTION FACILITY AT THE END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
16. THE ENGINEER WHO DESIGNED THE STORMWATER DETENTION FACILITY FOR THIS PROJECT SHALL PROVIDE A CERTIFICATION STATEMENT TO THE ENGINEERING DEPARTMENT PRIOR TO A CERTIFICATE OF COMPLETION BEING ISSUED CERTIFYING THAT THE FACILITY WAS BUILT IN ACCORDANCE WITH THE APPROVED PLANS AND HYDROLOGY STUDY.

GRADING LEGEND

EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED STAIR GRADE
	PROPOSED TOP GRADE AT WALL
	PROPOSED BOTTOM GRADE AT WALL
	PROPOSED TOP OF STAIR GRADE
	PROPOSED BOTTOM OF STAIR GRADE
	PROPOSED HIGH POINT GRADE
	PROPOSED LOW POINT GRADE
	PROPOSED TOP OF CURB GRADE
	PROPOSED BOTTOM OF CURB GRADE
	DRAINAGE FLOW ARROW

STORM DRAINAGE LEGEND:

JB		JUNCTION BOX (GDOT 1011A)
CI		HOODED GRATE CURB INLET (GDOT 1019A, TYPE E)
DI		GRATE INLET (GDOT 1019A, TYPE A)
SWCB		SINGLE WING CATCH BASIN (GDOT 1033D)
DWCB		DOUBLE WING CATCH BASIN (GDOT 1034D)
YD		YARD DRAIN CATCH BASIN OR COMPARABLE
CO		CLEAN OUT
QD		WATER QUALITY DEVICE (CONTECH QDS4040-B-C)
OC		OUTLET CONTROL STRUCTURE (CAST-IN-PLACE)
TD		TRENCH DRAIN
PROPOSED ROOF DRAIN PIPE		
PROPOSED STORM PIPE		

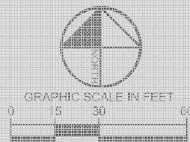


EXHIBIT “C”**Site Improvements**

[See attached]

2300 Lakeview Parkway
 Suite 100
 Alpharetta, GA 30009
tel 770-984-2337
fax 770-984-2378



Friday, August 19, 2022

Highlands Residential, LLC
 Mr. Dave Loeffel
 3200 Windy Hill Road
 Suite 755
 Atlanta, GA 30339

Re: Off Site Water Detention System Cost

Dave,

Please see the breakdown below for the cost to install the underground water storage system for the offsite water that will be detained on your property. Please feel free to contact me should you have any further questions.

- \$548,000.00 - detention vault system
- detention piping – Piping for this system is included in the detention vault system
- \$17,600.00 - stone
- \$132,000.00 - excavation costs, backfill, compaction
- Testing – no testing is needed. A letter from manufacturer stating we installed properly is required.
- \$123,000.00 - weir or water control/filtration
- \$82,500.00 - 6" concrete slab

Total - \$903,100.00

Sincerely,

David S. Logan
 Senior Project Manager



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) for the Reimbursement of 134 Northdale Road
Department:	City Manager
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	\$212,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) for reimbursement for the purchase of 134 Northdale Road as presented.

Summary: This property was acquired by the DDA for assemblage with existing City remnant parcels to be used for future redevelopment purposes along the College Corridor. City intends to reimburse DDA for the purchase. When DDA sells the assemblage along the College Corridor for redevelopment, DDA will transfer the proceeds for this parcel back to the City.

Parcel information: 134 Northdale Road – Tax Parcel 5145 052

Background:

Fiscal Impact: \$212,000

Attachments/Exhibits: IGA between City & DDA for 134 Northdale Road

INTERGOVERNMENTAL AGREEMENT

NORTHDALE PROPERTY

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the 26th day of September, 2022, 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").

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 funds to the DDA subject to certain terms and conditions, which funds will be to reimburse the DDA for expenses associated with the purchase of property for possible 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 funds from the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of 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 shall transfer to the DDA the amount of Two Hundred Twelve Thousand Dollars (\$212,000.00). The amount shall be transferred to the DDA upon the approval of this IGA by the City and the DDA, and said funds shall be used and repaid in accordance with the terms of this IGA.

2. The funds transferred in accordance with paragraph 1 of this IGA are as reimbursement for the purchase of property known as 134 Northdale Road, Lawrenceville, Georgia (Tax Parcel R5145 052). This property shall hereinafter be referred to as the Northdale

Property. The DDA may use the funds for any lawful purposes including but not limited to operating expenses and acquisition of other properties for redevelopment purposes.

3. The DDA shall continue to hold ownership to the Northdale Property.

4. Should the DDA sale, lease or otherwise transfer the Northdale Property for redevelopment purposes, the DDA shall pay to the City any amounts obtained by the DDA from the sale, lease or transfer of any portion of the property for redevelopment purposes less reasonable closing costs. It is understood and agreed that in the performance of the obligations of the DDA herein contained, any obligation for the payment of money to the City shall not constitute a general obligation of the DDA but shall be a limited obligation of the DDA, payable solely out of payments received by the DDA for the sale, lease or transfer of any portion of the Northdale Property.

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.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**CITY OF LAWRENCEVILLE DOWNTOWN
DEVELOPMENT AUTHORITY**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: NEW BUSINESS

Item:	Subrecipient Agreement for use of Community Development Block Grant Funds (CDBG) Public Facility: Infrastructure Improvements
Department:	Engineering
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	\$169,000.00
Presented By:	Keith Lee, Director of Financial Services
Action Requested:	Approve Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Public Facility: Infrastructure Improvements and authorize the Mayor to execute the documents subject to review and approval of the City Attorney.

Summary: CDBG Funding from the Stone Mountain/Five Forks project was unused; Gwinnett County agreed to transfer the unspent funding to the Paper Mill Rd. Project, which is currently a recipient of CDBG funding.

Fiscal Impact: \$169,000.00 increase for the Paper Mill Project (SP-009)

Attachments/Exhibits:
Subrecipient Agreement

STATE OF GEORGIA
COUNTY OF GWINNETT

**SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)
PUBLIC FACILITY: INFRASTRUCTURE IMPROVEMENTS**

Between

**GWINNETT COUNTY *and*
City of Lawrenceville**

Federal Fiscal Year 2018 Funds

HUD GRANT NO: B-18-UC-13-0004
 GWINNETT COUNTY AGREEMENT NO.: LAWRENCEVILLE-18-0002

SUBRECIPIENT AGREEMENT FOR USE OF
 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
 CFDA # 14.218
 BETWEEN
 GWINNETT COUNTY, GEORGIA
 AND
City of Lawrenceville
70 S. Clayton
Lawrenceville, GA 30046

THIS AGREEMENT, made and entered into on the **22nd day of June 2022**, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **City of Lawrenceville** a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County; The approval of the award of CDBG funds included in this Agreement by the County occurred on the **22nd day of June 2022** and represents a subaward of federal funds, as defined in 2 CFR 200.92.

WITNESSETH:

WHEREAS, Gwinnett County has received an FFY 2018 Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, **\$169,100.00**, from FFY 2018 CDBG funds has been awarded to the Subrecipient; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with the applicable and non-applicable regulations included in Exhibit 6.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** - The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Gwinnett County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **June 30, 2023**.
2. A. **Uniform Administrative Requirements** - The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments. Special attention should be paid to 2 CFR 200, as it supersedes and streamlines into one document the requirements previously contained in OMB Circulars A-21, A-50, A-87, A-102, A-110, A-122, A-133, and in 24 CFR 84 and 24 CFR 85. The requirements in 2 CFR 200 applies to all federal funds award by the County after December 26, 2014, which includes all FFY 2020 CDBG funds awarded through this Agreement.

- B. **Other Program Requirements** - The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).
3. **Procurement** - The Subrecipient shall be responsible for the procurement of all supplies, equipment, services, and construction necessary for the implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 - 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [2 CFR 200, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

The Subrecipient shall prepare or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the described procurement requirements.

4. **Property Acquisition and Relocation Services** - The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18 of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding; the requirements of 24 CFR Part 570.505 governing change of use and property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5, or 6.
5. **"Force Account" Work** - The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of a proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.
6. **Record Keeping/Reporting**

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and 24 CFR 570, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement

B. Programmatic Record-Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities, the Subrecipient shall provide, every month, sufficient information to the County on services carried out for all

served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The five year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. **Subrecipient's Obligation** - The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it is understood that the County has a responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
8. **"Hold Harmless"** - The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. **Funding** - The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), before receiving proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.
10. **Environmental Clearance** - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, promptly, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditional based on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. **Wage Rates** - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County before initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
12. **Technical Assistance** - The County agrees to provide technical assistance to the Subrecipient in the form of oral or written guidance and on-site assistance regarding CDBG procedures and project management. Technical assistance is provided to the Subrecipient as requested and at other times at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.
13. **Review Authority** - The County shall have the authority to review all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information to review the same.
14. **Agreement Suspension and Termination** - In accordance with the provisions of 2 CFR 200.338 – 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may terminate for convenience in accordance with 2 CFR 200.338 – 200.342. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement, which remain unobligated or unspent upon such date of termination, shall automatically revert to the County.
15. **Agreement Amendment(s)** - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which is attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such an amendment shall be submitted in written form to the Gwinnett County Community Development Program in a format prescribed by the Community Development Program. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
16. **Effective Date and Termination Date** - The effective date of this Agreement is the date specified on page 1 of this Agreement. The termination date of this Agreement is **June 30, 2023**.
17. **Program Income** - If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 2 CFR 200.307 and 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - B. Any such program income must be paid to the County within seven calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development.

(HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility to the County to maintain appropriate record-keeping and report on the generation and receipt of such program income.

- D. In the event of a closeout or change in the status of the Subrecipient, any program income that is on hand or received after the closeout or change in status shall be paid to the County within thirty (30) calendar days of the official date of the closeout or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in the status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, or instructions.

18. **Real Property** - The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 – 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days before any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

Paragraph 18.b. is modified from prior year Subrecipient Agreements, per HUD suggested language offered during on-site monitoring of another Urban County in the Atlanta region in August 2005.

B. Change in Real Property Status

1. Sale of Property

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, before such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice.

opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.

- (b) If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.
 - (c) If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.
- C. Any program income generated from the disposition or transfer of property before or after the closeout, change of status, or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity, which is carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items, and other items determined by the County to be applied to the specific lease:
 - (1) The beginning and end dates of the lease [at least five (5) years to be eligible for CDBG funding assistance].
 - (2) Identification of the parties to the lease; i.e., the Lessor shall be the County, and the Lessee shall be the Subrecipient.
 - (3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.
 - (4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
 - (5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
 - (6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (7) The lease must contain maintenance of property statement indicating that the property(s) and/or structure(s), which is the subject of the lease agreement, will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and this Subrecipient Agreement.
 - (9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.

- (10) The lease must contain an indemnification statement, as specified by the County.
 - (11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 - (12) The lease may contain special conditions unique to the specific lessor/lessee circumstances or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease [minimum fifteen (15) years] must be executed which meets the standards specified in Section 18(d), above. Prior to the execution of the said lease, the County must approve the form and content of the Lease Agreement to ensure compliance with the terms of this Agreement.
- F. Private non-profit Subrecipient organizations must also execute a real property use document(s) with the County. Such document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity – resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status – the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

19. **Audits**

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, are not be triggered, the Subrecipient shall provide to the Gwinnett County Community Development Program Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all Subrecipients, any organizations or cities which expend a total of more than \$0.00, but less than \$500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- (1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR 200.500 – 200.520 and have met those requirements as applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- (2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- (3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- (4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- (5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews will be taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;
- (6) At the end of each fiscal year, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gwinnett County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the

Gwinnett County Community Development Program later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.

- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient, which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

The Subrecipient shall comply with all the applicable requirements of 2 CFR 200 and 24 CFR 570 [CDBG Regulations], as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gwinnett County Community Development Program upon request.

20. Faith-based activities

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State

or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

- F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u) and implementing regulations at 24 CFR part 135.

21. Recognition of CDBG Program Funding from Gwinnett County

- A. The Subrecipient shall ensure that the Gwinnett County Board of Commissioners & Community Development Program is provided the proper recognition, as follows.

(1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities

- a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.
- b. Subrecipient will have as its contact point the Gwinnett County Community Development Program, to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide the Gwinnett County CDBG Program with adequate lead time to permit proper planning and scheduling for such events. Event notifications to the Gwinnett County Community Development Program should occur not less than six (6) weeks before the date of any event to permit adequate event planning and scheduling.
- c. Subrecipient agrees to contact the Gwinnett County Community Development Program to arrange such events, rather than contacting the Gwinnett County Board of Commissioners, directly, individually or collectively, to initiate or arrange such events. This procedure is being used by the Gwinnett County government to avoid scheduling conflicts and to provide a consistent method of planning all such events.
- d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.
- e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements, and other published materials shall contain statements that provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.

22. Conflict of Interest

In accordance to 2 CFR 200.112 and 24 CFR 570.611, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement for a CDBG-assisted activity, or with the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived concerning a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities that can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR 200.112 or 24 CFR 570.611 the Subrecipient should immediately contact the Gwinnett County Community Development Program for guidance. Copies of the Gwinnett County Code of Ethics are available from the Gwinnett County Community Development Program.

23. Investment Efficiency Reporting

The Gwinnett County Community Development Program is pioneering a process to permit the County and its Subrecipients to provide local elected officials and program managers with meaningful information on the actual value returned from the investment of CDBG Program funds. Vendors and Subrecipients using CDBG funds must report on the number and value of jobs created or retained, and Subrecipients must report any private or other governmental funds that are invested as a direct result of the expenditure of CDBG funds.

The new mandatory reporting process and form is provided in Exhibit 2.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below and the Official Seal of the Subrecipient has been affixed.

FOR **City of Lawrenceville:**

Signature

David R. Still, Mayor
Name / Title

Signature Date

[Impress Corporate Seal Here]

ATTEST:

Signature

Karen Pierce, City Clerk
Name / Title

Signature Date

Date Approved: City of Lawrenceville
Governing Body

Date of Approval

[See Also Attached Exhibit(s)]

Note: No Signatures shall be placed within this document on a date prior to action by the governing board of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Board is presented in Exhibit 1.

FOR GWINNETT COUNTY:

Signature
Buffy Alexzulian, Director of Financial Services
Gwinnett County Department of Financial Services
Name / Title

Signature Date

Signature
Eryca Fambro, Director of Community Development
W. Frank Newton, Inc.
Gwinnett County CDBG Program Management Firm
Name / Title

Signature Date

ATTEST:

Signature

Tina King, County Clerk, Gwinnett County
Name / Title

Signature Date

Approved by: Gwinnett County Board of
Commissioners
Per Minutes Dated June 21, 2022

RESOLUTION OF THE GOVERNING BOARD

City of Lawrenceville

WHEREAS, **City of Lawrenceville** requested Community Development Block Grant [CDBG] Program funding from the Gwinnett County Board of Commissioners; and

WHEREAS, the Gwinnett County Board of Commissioners has awarded **\$169,100.00** from FFY 2018 CDBG Program funds to **City of Lawrenceville** for **Infrastructure Improvements: Paper Mill Road**

NOW, THEREFORE, the Governing Board of City of Lawrenceville does hereby resolve and authorize the following, as a result of an affirmative majority vote of the Governing Board at a meeting of said Governing Board which was held on _____

Date of Governing Board Action

1. Acceptance of an FFY 2018 Community Development Block Grant [CDBG] Program award **\$169,100.00** from the Gwinnett County Board of Commissioners to **City of Lawrenceville**
2. Authorize the **Mayor** and **City Clerk** of the Subrecipient's Governing Board to execute the Community Development Block Grant [CDBG] Program Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to **City of Lawrenceville**

Certified as accurate and true:

Signature – David R. Still, Mayor

Signature Date

[IMPRESS CORPORATE SEAL HERE]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gwinnett County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gwinnett County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
4. Notifying the employee in the statement required by subparagraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Lawrenceville
70 S. Clayton
Lawrenceville, GA 30046
GWINNETT COUNTY, GA

(p) It will comply with the other provisions of the Act and with other applicable laws.

[CDBG CERTIFICATION SIGNATURE PAGE – PROVIDED ON NEXT PAGE]

COMMUNITY DEVELOPMENT BLOCK GRANT

GRANTEE CERTIFICATIONS

SUBRECIPIENT SIGNATURE PAGE

SIGN:

Signature – Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

David R. Still

Name - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

Mayor

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Karen Pierce

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

City Clerk

Title

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement).

consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

EXHIBIT 2
SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency:	City of Lawrenceville
Activity Name:	Infrastructure Improvements: Paper Mill Road
Project Number:	
CDBG Priority:	5.2
CDBG Eligibility Citation:	24 CFR 570.201(c)
IDIS Matrix Code:	24 CFR 570.208(a)(2)
IDIS Matrix Code Description:	XX
HUD Objective:	Improving Availability/Accessibility
HUD IDIS Number:	XXXX
HUD Outcome:	Suitable Living Environment

ACTIVITY DESCRIPTION

The total FFY 2018 CDBG budget for this activity shall not exceed **\$169,100.00**. The Subrecipient shall contribute non-CDBG funds for this activity, if needed, to permit the project to be completed by the termination date. The Subrecipient's CDBG application listed the total project cost at **\$169,100.00**. The Agreement shall be effective on **June 22, 2022** and will terminate on **June 30, 2023**, after which date, Gwinnett County reserves the right to recapture any remaining unexpended CDBG funds.

Expenditure Requirements

Gwinnett County reserves the right to recapture CDBG grant funds based on the time periods and expenditure rate schedule for grant amounts set forth in this agreement.

Expenditure Period	Expenditure Rate
January 2022 - April 2022	0-15%
May 2022 - July 2022	16-25%
August 2022 - October 2022	26-50%
November 2022 - January 2023	51-75%
February 2023 - May 2023	76-99%
June 2023	100%

Beneficiary Requirements

The Subrecipient shall use the CDBG funds and other non-CDBG funds, if needed, to provide **Infrastructure Improvements: Paper Mill Road**. Total persons to be served: **54 of whom 54 [100%]** are income-eligible as defined by the CDBG Program. At least 51% of the households must have income that does not exceed the CDBG Maximum Income Limits applicable at the time the service is provided. Income limits in effect at the time of the preparation of this agreement are contained within the Monthly Services Report, Page 2, of this Exhibit.

General Requirements

A **Monthly Services Report** [see the form that follows] shall be submitted by the **10th calendar day of the month** following the initial month of operation. A copy of the monthly report shall be transmitted or delivered to the Gwinnett County Community Development Program Office by the 10th calendar of each month for all months CDBG Public Service funds are being utilized (for services provided during the prior month). The Subrecipient may stop submitting Monthly Service Reports once all Gwinnett County CDBG Public Service funds have been expended, reimbursement has been requested, and the beneficiary goal listed above have been met. The monthly utilization forms shall be retained in the Subrecipient's files, and filed with the Gwinnett County Community Development Program. The services data must be received from the Subrecipient to permit Gwinnett County to record services delivered by the Subrecipient into the HUD Integrated Disbursement and Information System, or any successor or replacement computer system at HUD.

Funds from these grant awards shall only be used to provide services associated with activities identified in this Scope of Services. No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity. Any changes in this agreement shall be requested by the Subrecipient, in writing, and must be approved by Gwinnett County.

Reimbursement Process

Each request for reimbursement for **Infrastructure Improvements** must be submitted to the Gwinnett County Community Development Program, which shall review and recommend reimbursement to the Subrecipient by the Gwinnett County Department of Financial Services.

Each request for reimbursement submitted to the Gwinnett County Community Development Program by the Subrecipient shall consist of:

- (1) A letter from your agency requesting reimbursement, identifying the activity and the amount of reimbursement requested; and
- (2) Copies of vendor(s) invoices, your agency's payment voucher(s) (if used by your agency), and your agency's check(s) issued to vendor(s) for expenditures contained in the requests for reimbursement; and
- (3) All payments to vendors(s) shall be reviewed and approved, in writing, by an authorized official of the Subrecipient; and
- (4) No reimbursement requests shall be submitted to the Gwinnett County Community Development program without the review and written approval by an authorized official of the Subrecipient; and
- (5) No reimbursement requests shall be submitted to the Gwinnett County Community Development Program until the Subrecipient has issued its check(s) payable to the vendor(s) identified in the requests for reimbursement.
- (6) The Subrecipient shall maintain documentation in its files to substantiate all expenditures/reimbursement requests, and to demonstrate that it has followed its written procurement procedures [see Item 3, of this Agreement] to obtain the goods and/or services associated with the completion of the activity identified in this Scope of Services.

GWINNETT COUNTY CDBG INVESTMENT EFFICIENCY REPORTING

When CDBG funds are expended, Subrecipients and their vendors [i.e., contractors, subcontractors, and architects/engineers] hire or retain employees as a direct result of the expenditure of CDBG funds. Another important product of the expenditure of CDBG funds is the investment of other governmental or private funds by the Subrecipients to implement and carry out CDBG-funded projects/activities.

Gwinnett County recognizes that the creation or retention of jobs and the investment of non-CDBG funds are important contributions to the local economy. In a pilot-test during 2012, the Gwinnett County Community Development Program analyzed these data and discovered results that were so dramatic that the reporting process will now be implemented as a permanent part of the Gwinnett County CDBG Program.

Therefore, effective with any new CDBG funds awarded after 10/1/2012, Subrecipient organizations must report the numbers and the dollar value of jobs created and/or retained as a direct result of the investment of CDBG grant funds. The reporting process also captures any non-CDBG funds [government funds or private funds] that are expended as a direct result of CDBG investments. Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Community Development Program. The Monthly Investment Efficiency Report is contained in this Exhibit.

Reports must be submitted by Subrecipients, by the **10th calendar day of each month**, to the Gwinnett County Community Development Program. The **Monthly Expenditure Report**, **Monthly Services Report**, and the **Monthly Investment Efficiency Report** template is contained in this Exhibit.

The information obtained from the monthly Subrecipient reports will be compiled by the Gwinnett County Community Development Program and will be reported to local elected officials and managers to document the impact of CDBG job creation/retention and to catalogue the actual non-CDBG funding leveraged by the CDBG expenditures.

MONTHLY SERVICES REPORT

Community Development Block Grant Program Budget – FFY 2018 - Gwinnett County, Georgia

COMPLETE AND SUBMIT TO GWINNETT COUNTY COMMUNITY DEVELOPMENT PROGRAM

Approved FFY2018 CDBG Budget

\$169,100.00

Invoice Date: 

Invoice Number: 

Organization Information

Vendor Name:	City of Lawrenceville
Address:	70 S. Clayton, Lawrenceville, GA 30046
Project Description:	Paper Mill Road
Vendor Number:	Contract Number:

Financial Information

Budget Categories	Approved Budget	Prior Expenses	Current Expenses	Cumulative Expenses	Remaining Balance
1. Infrastructure/ Renovation Costs					
A. Labor & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
B. Site Preparation	\$ -	\$ -	\$ -	\$ -	\$ -
C. Design Services	\$ -	\$ -	\$ -	\$ -	\$ -
Total:	\$ -	\$ -	\$ -	\$ -	\$ -

Subrecipient Signature: 

Date:

**GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
MONTHLY BENEFICIARY REPORT
[SUBMIT BY 10TH CALENDAR DAY FOR EACH PRIOR MONTH]
[DIRECT BENEFIT ACTIVITIES, ONLY]**

Agency Name: City of Lawrenceville	Activity Name: Paper Mill Road	DIS # : XXXX
Matrix Code:	Activity Description: Facility Renovations:	
Month/Year:		

New Individuals or Households Served This Month

Note: Households should be reported during the 1st month they are served and not reported again during that Program Year.

1. New Households Served - Listed By Income Groups - Percentages of Median Family/Household Income	Number of Households Served
A. New households served [Extremely Low Income - 0%-30% Median Family/Household Income]	
B. New households served [Very Low Income - 31%-50% Median Family/Household Income]	
C. New households served [Low Income - 51%-80% Median Family/Household Income]	
D. New households served [Over 80% Median Family/Household Income]	
Total:	

2. Number of New Households Served - Listed by Race/Sex/Ethnicity as identified by Head-of-Household - Number of New Households Served				
Race	Sex		Ethnicity	
	Male	Female	Hispanic or Latino	Non-Hispanic or Non-Latino
(1) White				
(2) Black/African-American				
(3) Asian				
(4) American Indian/Alaskan Native				
(5) Native Hawaiian/Other Pacific Islander				
(6) American Indian/Alaskan Native & White				
(7) Asian & White				
(8) Black/African-American & White				
(9) American Indian/Alaskan Native & Black/African-American				
(10) Other Multi-Racial				
Total:				

3. Number of New Female-Headed Households Served This Month-----	
---	--

4. Presumed Benefit Groups Served – Use only the category used to qualify your activity for CDBG funding.	
Presumed Benefit Group	Number Served
A. Elderly – Age 62 and Older	
B. Adults with Disabilities	
C. Homeless Persons	
D. Abused Spouses	
E. Abused/Neglected Children	
F. Illiterate Adults	
G. Persons living with AIDS	
H. Migrant Farm Workers	
Total :	

MONTHLY INVESTMENT EFFICIENCY REPORT

New Jobs Created/Retained This Month								
Note: All jobs created and/or retained are to be reported only during the month they are created or retained								
Jobs Created/ Retained and \$ Values	Full- Time Jobs	Part- Time Jobs	# Jobs Create d	# Jobs Retaine d	Total # Jobs Created/ Retained	Annualized \$ Value of Salaries/Benefit s for Jobs Created	Annualized \$ Value of Salaries/Benefit s for Jobs Retained	Annualized Total \$ Value of Salaries/Benefits for Jobs Created/ Retained
Subrecipient								
Contractor								
Subcontractor								
Subcontractor								
Subcontractor								
Architect/Engineer								
Total:								

New Non-CDBG Investments This Month			
Note: All expenditures during the month by the Subrecipient on the CDBG project/activity that have not been or will not be reimbursed from CDBG funds are to be reported only during the month they were incurred.			
CDBG Funds Expended	Non-CDBG Governmental Funds Expended	Private Funds Expended	Total Expenditures

CDBG Inventory Log						
Real Property Acquisition, Property Improvements, Equipment Purchases						
Purchase Date	Grant Year	Detailed Description <i>Include serial number, address, type of asset</i>	Location of Item	Quantity	Unit Price	Total Price

DISPOSITION: When equipment or real property acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition must be made in accordance with CDBG regulations 24CFR part 85.32 Disposition of Equipment and 24CFR570.505 Disposition of Real Property. Please contact your Program Specialist if you are selling, donating, or discarding any items purchased with CDBG funding.

CDBG Disposition Log					
Real Property Acquisition, Property Improvements, Equipment Purchases					
Disposed Date	Detailed Description <i>Include serial number, address, type of asset</i>	Location of Item	Quantity	Unit Price	Total Price

The inventory log should list assets purchased with CDBG funds that have a life span of one or more years. Examples Include, Property Acquisition and or Improvements, Equipment, Vans

Submit to:

Gwinnett County Community Development Program
One Justice Square, 446 West Crogan Street, Suite 420
Lawrenceville, GA 30046-2439
cdbg@gwinnettcounty.com

Print Name/Position (Subrecipient)

Print Name/Position (Community Development Program Office)

Signature

Date

Signature

EXHIBIT 3**AGREEMENT AMENDMENTS**

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 4**LEASE AGREEMENT**

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 5**PROPERTY USE REQUIREMENTS**

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 6**FEDERAL REGULATIONS****2 CFR 200**

"Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards"

24 CFR Part 58

"Environmental Review Procedures"

24 CFR Part 570

"Community Development Block Grant"



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 26, 2022

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	License Agreement – Central Baptist Church
Department:	Police
Date of Meeting:	Monday, September 26, 2022
Fiscal Impact:	N/A
Presented By:	Captain Brad Grove
Action Requested:	Approval of a License Agreement to allow access to electrical utilities located on Licensor's property.

Summary: As part of the School Zone Photo Enforcement program, this agreement would allow for the installation and maintenance of a power connection between a fixed photo speed enforcement camera installed on the right of way of Gwinnett Drive to be connected to the electrical utilities located on the property of Central Baptist Church.

Fiscal Impact: There is impact on budget.

Attachments/Exhibits:

License Agreement Central Bapt and Lawrenceville

PREPARED BY AND RETURN TO:

Grant, Konvalinka & Harrison, P.C.
 633 Chestnut Street, Suite 900
 Chattanooga, Tennessee 37450

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2022 (the “Effective Date”) by and between CENTRAL BAPTIST CHURCH, INC., a Georgia nonprofit corporation (“**Licensor**”) and the CITY OF LAWRENCEVILLE, GEORGIA (“**Licensee**”), a Georgia municipal corporation.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of certain real property more particularly described on that certain Boundary Survey recorded in Plat Book 128, Page 221, in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, and also shown on Exhibit A, attached hereto and incorporated herein (the “**Licensor Property**”);

WHEREAS, Licensee has requested that Licensor grant Licensee a license to enter across the northern property line of Licensor’s property, said property line is parallel with the southern line of Gwinnett Drive, for which only to allow the installation and maintenance of a power connection between a fixed photo speed enforcement camera installed in the right of way of Gwinnett Drive to be connected to the electrical utilities located on Licensor’s property, as shown on Exhibit B, attached hereto and incorporated herein (the “**Licensed Property**”); and

WHEREAS, Licensor has agreed to grant said license to Licensee, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at or before the execution of these presents, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties hereto do hereby agree as follows:

1. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive license to access and use the Licensed Property for the purpose of the installation and maintenance of a power connection between a fixed photo speed enforcement camera installed in the right of way of Gwinnett Drive to be connected to the electrical utilities located on Licensor’s Property.

2. Term. This Agreement and the rights granted herein shall remain in full force and effect until the earlier of (i) ninety (90) days after receipt of written notice from Licensor terminating this Agreement or (ii) until the sale of the Licensor Property, upon which Licensor and Licensee shall execute any documentation that is necessary to evidence such termination.

3. Representations and Warranties. Each of the parties represents and warrants to the other parties, which representations and warranties shall survive the execution and delivery of this Agreement, as follows:

(a) such party has the requisite power and authority to enter into and perform the obligations under this Agreement;

(b) the execution and delivery by such party of this Agreement and the performance by such party of all of its obligations under this Agreement have all been duly authorized and approved prior to the date hereof by all appropriate action of such party;

(c) the execution, delivery and performance by such party of this Agreement does not constitute or result in a breach or violation of, or a default under, the organizational documents of such party or any legal requirement applicable to such party; and

(d) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

4. Amendments; Waiver. This Agreement may be amended or modified only by a written agreement executed and delivered by all parties hereto.

5. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

6. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

8. Indemnity. To the extent allowed by law, Licensee shall indemnify, pay, reimburse and hold Licensor harmless from and against any losses, demands, damages, liability actions, claims and expenses, including, without limitation, reasonable attorneys’ fees actually incurred and court costs, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Licensor Property, or occasioned wholly or in part by any act or omission of Licensee, its tenants, agents, contractors, employees, or licensees.

9. Notices. All notices to be given under this Agreement shall be in writing and shall be deemed delivered upon personal delivery, or the next business day after deposit with overnight delivery service such as Federal Express, or when transmitted by email. All notices shall be addressed as follows, unless a party notifies the other in writing of a change in address:

If to Licensor: Central Baptist Church, Inc.
250 Gwinnett Drive
Lawrenceville, GA 30046

If to Licensee: City of Lawrenceville, Georgia
City Clerk - City Hall
70 S. Clayton Street
Lawrenceville, GA 30046

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSOR:

CENTRAL BAPTIST CHURCH, INC.

By: _____

Title: _____

Signed this ____ day of _____, 2022
In the presence of:

Unofficial Witness

Notary Public

My Commission expires: _____

LICENSEE:

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Title: _____

Signed this ____ day of _____, 2022
In the presence of: _____

ATTEST:

Unofficial Witness

Karen Pierce, City Clerk

Notary Public

My Commission expires: _____

EXHIBIT A**Survey of Licensor Property**

EXHIBIT B

Description of Licensed Property

