



LAWRENCEVILLE

GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA

Monday, April 11, 2022
6:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Approval of Agenda

Approval of Prior Meeting Minutes

- [1.](#) Approval of Regular Meeting Minutes for February 14, 2022 and March 14, 2022
- [2.](#) Approval of Executive Session Minutes for February 14, 2022 and March 14, 2022

Downtown Development Business

- [3.](#) April 2022 Treasurer's Report
- [4.](#) Lindavid Inc Invoice (C & C Fence)
- [5.](#) Authorized Spending Outside of Regular Meetings Discussion
- [6.](#) Intergovernmental Agreement with the City of Lawrenceville for the Public Works Outparcel
- [7.](#) 130 Clayton Street – Temporary Art Gallery use
- [8.](#) Façade Grant

Mainstreet Business

Other Business

Citizen Comments

Executive Session - Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: Approval of Regular Meeting Minutes for February 14, 2022 and March 14, 2022

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Regular Meeting Minutes for February 14, 2022 and March 14, 2022

Summary: Approval of Regular Meeting Minutes for February 14, 2022 and March 14, 2022



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: Approval of Executive Session Minutes for February 14, 2022 and March 14, 2022

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Approval of Executive Session Minutes for February 14, 2022 and March 14, 2022

Summary: Approval of Executive Session Minutes for February 14, 2022 and March 14, 2022



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: April 2022 Treasurer's Report

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Katrina Fellows, Treasurer

Action Requested: April 2022 Treasurer's Report

Summary: April 2022 Treasurer's Report



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Lindavid Inc Invoice (C & C Fence)

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Lindavid Inc Invoice (C & C Fence)

Summary: Lindavid Inc Invoice (C & C Fence)

Attachment:

- Lindavid Inc Invoice (C & C Fence)



Lindavid Inc dba C&C Fence

2680 Highway 42 N
McDonough GA 30253-4317

4.

Invoice

Date	Invoice #
1/3/2022	T-133

Bill To
CARROLL DANIEL CONSTRUCTION PO BOX 14738 GAINESVILLE, Georgia 30503

Ship To
LAWRENCEVILLE PERFORMING ARTS 128 EAST PIKE ST LAWRENCEVILLE, Georgia 30046

W.O.#	P.O. No.	Terms	Due Date	Rep	Crew
T307685		Due on receipt	1/3/2022	MDC	CHRIS B

Description	Qty	Rate	Amount
6-ft GATE LEAF [13ft-16ft] RELOCATED	2	112.50	225.00T
6-ft WINDSCREEN	121	2.25	272.25T
6-ft WIRE	188	2.70	507.60T
RELOCATED 6-ft PANELS	48	1.00	48.00
RELOCATED 6-ft WINDSCREEN	160	1.00	160.00
RELOCATED 6-ft WIRE	52	2.00	104.00
Rock Drilled Holes	4	8.00	32.00
CURRENTLY IN RENTAL EXTENSION			

PLEASE NOTE: FENCE WILL BE REMOVED IF NOT PAID IN 60 DAYS***	Subtotal	\$1,348.85
	Sales Tax (6.0%)	\$60.29
	Total	\$1,409.14
	Payments/Credits	\$0.00
	Balance Due	\$1,409.14

Phone #	Fax #	E-mail	Web Site
770-603-9745	770-603-9675	ar@cncfence.com	www.cncfence.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Authorized Spending Outside of Regular Meetings Discussion

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Authorized Spending Outside of Regular Meetings Discussion

Summary: Authorized Spending Outside of Regular Meetings Discussion

Attachment:

- Downtown Development Authority By-Laws

**BY-LAWS
OF
THE DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

**ARTICLE I
MEMBERS**

Section 1. Management Powers, Number, Qualification and Term. The property, affairs and business of the Downtown Development Authority of Lawrenceville, Georgia, shall be managed by its directors consisting of seven persons, appointed from time to time as provided by law. The qualifications of the directors shall be as provided by law. Each director shall serve for the length of time provided by law.

Section 2. Powers. The directors shall have such power and authority as is conferred upon them by the Downtown Development Authority Law (O.C.G.A. Title 36, Chapter 42), as the same now exists or may hereafter be amended, and such other power and authority as may be contained under the Constitution and the Laws of the State of Georgia as the same may now or hereafter exist.

Section 3. Regular Meetings. Regular meetings of the Authority shall be held on the 2nd Monday of each month. Notice of the time and place of such meeting may from time to time be fixed by resolution of the Authority, or, if not, fixed by the Chairman in the same manner as hereinafter specified for giving notice of special meetings.

Section 4. Special Meetings. Special meetings may be held upon the call of the Chairman, Vice-Chairman, Secretary, Treasurer, or any two directors at such time and hours and at such place within the City of Lawrenceville, Georgia, as shall be specified in the notice of such meeting. Notice of special meetings may be either oral or written and will follow the State of Georgia's Open Meetings Act (O.C.G.A. 50-14-1). Oral notice may be delivered personally or by telephone and shall be given at least twenty-four (24) hours prior to the time of the meeting. Written notice may be sent by mail or e-mail or delivered personally. If delivered personally or by e-mail, such notice shall be delivered twenty-four (24) hours prior to the time of the meeting. If written notice is sent by mail, such notice shall be mailed two (2) days prior to the time of the meeting. Unless specified otherwise, any notice hereinafter called for in these by-laws shall be given as specified in this section. No notice of any meeting need be given a director who attends such meeting unless such director attending at the beginning of such meeting states any objection or objections to the place and time of the meeting, to the manner in which it has been called or convened or to the transaction of business. No notice shall be required to be given any director who at any time before or after the meeting waives notice of the meeting in writing.

Section 5. Quorum. A majority of the seven directors, at a meeting duly assembled, shall constitute a quorum for the transaction of business. Unless otherwise specifically required by statute or these by-laws, the act of a majority of such directors present at a meeting at which a quorum is present shall be the act of the Authority, and if at any meeting of the Authority there shall be less than a quorum, a majority of those present may adjourn the meeting without further notice, until a quorum shall have been obtained.

Section 6. Parliamentary Procedures. In case of dispute concerning parliamentary procedures governing the conduct of meetings of the Authority, the latest published version of Roberts Rules of Order shall govern.

ARTICLE II **OFFICERS**

Section 1. Number. The directors shall elect from one of their number a Chairman, a Vice-Chairman, and shall elect a Secretary, and a Treasurer. The Secretary and Treasurer may be but need not be directors.

Section 2. Election. A meeting shall be held on November 29, 1983, and thereafter at the regular November meeting, or at the first regular meeting following the Mayor's appointment(s) to the Board of every year for the purpose of electing new officers. Notice of time and place of such meeting shall be given by the retiring chairman.

Section 3. Term and Removal. All officers shall be elected by and serve at the discretion of the directors and any officer may be removed from office, either with or without cause, at any time, by the affirmative vote of the majority of the directors of the Authority then in office. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the directors for the unexpired portion of the term. An officer whose term of office has expired shall continue to hold office until his successor is elected. Resignation shall be submitted in writing to the Chairman.

Section 4. Powers. The powers and duties of the several officers shall be provided from time to time by resolution or other directive of the directors. In the absence of such provisions, respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers.

Section 5. Executive Director and Staff. The Board of Directors shall have the authority to appoint and/or hire an Executive Director and any additional staff as may be needed from time to time. The Executive Director duties will be assigned by the Board as needed.

ARTICLE III FISCAL YEAR

Section 1. Time. The fiscal year of the Authority shall begin on the first day of January of each year and end on the last day of December of each year.

Section 2. Annual Meetings. The annual meeting of the Authority shall be held on the same date as the regular November meeting, or at the first regular meeting following the Mayor's appointment(s) to the Board but no later January. Notice of the time and place of such meeting shall be given by the Chairman.

Section 3. Annual Audit. The Treasurer shall cause an annual audit of the books of the Authority to be made by the firm which audits the books of the City of Lawrenceville and present such audit to the directors of the Authority. A copy of the audit shall be filed with the State Auditor, if necessary, to comply with the Local Government Financial Management Standards Act (Georgia Law, 1980, p. 1738).

ARTICLE IV CORPORATE SEAL

Section 1. Seal. The Seal of the Authority shall consist of an impression bearing the name "Downtown Development Authority of Lawrenceville, Georgia" around the perimeter and the word "SEAL" and the year of activation in the center thereof. In lieu thereof, the Authority may use an impression or writing bearing the "SEAL" enclosed in parentheses or scroll, which shall also be deemed the seal of the Authority.

ARTICLE V DEPOSITORIES

Section 1. Depositories. The Authority shall from time to time provide by resolutions for the establishment of depositories for funds of the Authority.

Section 2. Execution of Notes, Drafts, and Checks. All drafts, checks, etc. drawn against accounts of the Authority shall be signed by the Chairman, or the Treasurer or the Secretary or the Executive Director. All expenditures shall be approved by Board except for emergency situation where the Executive Director, or an officer if the Executive Director is not available, being able to expend and approve payments up to \$1,000.

ARTICLE VI

AMENDMENTS

Section 1. Amendments. The by-laws of the Authority shall be subject to alteration, amendment, or repeal, and new by-laws not inconsistent with any laws of the State of Georgia creating this Authority may be made by the affirmative vote of a majority of the directors then holding office at any regular or special meeting of the directors. Proposed amendments shall be submitted in writing to all directors of the Authority ten (10) days prior to the meeting at which such amendment will be considered. If such written proposed amendment is submitted by mail, it shall be deemed to be delivered when deposited in the United States Mails properly addressed and with sufficient postage thereon.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item:	Intergovernmental Agreement with the City of Lawrenceville for the Public Works Outparcel
Department:	Downtown Development Authority
Date of Meeting:	Monday, April 11, 2022
Fiscal Impact:	none
Presented By:	Chairman Lee Merritt
Action Requested:	Intergovernmental Agreement with the City of Lawrenceville for the Public Works Outparcel

Summary: Intergovernmental Agreement with the City of Lawrenceville for the Public Works Outparcel

Attachment:

- Intergovernmental Agreement with the City of Lawrenceville for the Public Works Outparcel

INTERGOVERNMENTAL AGREEMENT

Public Works Outparcel – Pike Street

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____day of _____, 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, the Act provides that the DDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

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

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

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

1. The City will transfer to the DDA the property described on Attachment A (“Subject Property”), which attachment is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the DDA agrees to pay to the City all proceeds received by the DDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other fees received by the DDA related to the redevelopment of the Subject Property. The DDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

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

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)

EXHIBIT A

LAND DESCRIPTION

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

To find the **POINT OF COMMENCEMENT**, begin at a point at the Intersection of the Northeasterly Right-of-Way of West Pike Street (a.k.a. State Route 120, R/W Varies) and the Southeasterly Right-of-Way of CSX Railroad (100-foot Right-of-Way, said Point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and traveling along aforesaid Right-of-Way of CSX Railroad, North 58 degrees 15 minutes 33 seconds East for a distance of 330.13 feet to a Point; THENCE South 32 degrees 34 minutes 15 seconds East for a distance of 305.59 feet to a Point; THENCE North 89 degrees 33 minutes 49 seconds East for a distance of 256.62 feet to a Point; THENCE South 01 degrees 27 minutes 44 seconds West for a distance of 20.50 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE South 15 degrees 23 minutes 30 seconds West for a distance of 68.45 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE North 88 degrees 30 minutes 43 seconds West for a distance of 19.95 feet to a 1/2" Rebar Found; THENCE South 02 degrees 08 minutes 19 seconds East for a distance of 25.21 feet to a 1/2" Rebar Found; THENCE South 01 degrees 13 minutes 48 seconds West for a distance of 224.75 feet to a 1/2" Rebar Found on the aforesaid Right-of-Way of West Pike Street (R/W Varies); THENCE traveling along said Right-of-Way for the following seven (7) courses and distances along a curve to the right having a radius of 5778.58 feet and arc length of 35.02 feet being subtended by a chord of North 78 degrees 54 minutes 51 seconds West for a distance of 35.02 feet to a Point; THENCE North 79 degrees 05 minutes 16 seconds West for a distance of 163.80 feet to a Point; THENCE along a curve to the right having a radius of 522.96 feet and arc length of 49.75 feet being subtended by a chord of North 76 degrees 21 minutes 46 seconds West for a distance of 49.73 feet to a Point; THENCE North 55 degrees 02 minutes 44 seconds West for a distance of 58.79 feet to a Point; THENCE along a curve to the right having a radius of 508.42 feet and arc length of 169.33 feet being subtended by a chord of North 57 degrees 53 minutes 51 seconds West for a distance of 168.54 feet to a Point; THENCE with a compound curve to the right having a radius of 548.67 feet and arc length of 101.51 feet being subtended by a chord of North 45 degrees 49 minutes 46 seconds West for a distance of 101.37 feet to a Point; THENCE North 41 degrees 06 minutes 06 seconds West for a distance of 231.45 feet to a Point, said point being **THE POINT OF BEGINNING**.

Said property contains 4.624 Acres as shown on a Composite Drawing for the City of Lawrenceville by Precision Planning, Inc. dated March 2, 2022 (PPI Project No. S21252).



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: 130 Clayton Street – Temporary Art Gallery use

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: 130 Clayton Street – Temporary Art Gallery use

Summary: 130 Clayton Street – Temporary Art Gallery use



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Façade Grant

Department: Downtown Development Authority

Date of Meeting: Monday, April 11, 2022

Fiscal Impact: none

Presented By: Jasmine Billings

Action Requested: Façade Grant

Summary: Façade Grant