LAWRENCEVILLE
GEORGIA

CITY COUNCIL WORK SESSION
AGENDA

Wednesday, November 19, 2025
2:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

1. Update to Council on School of the Arts (SOTA)
2. Procurement Function Operations Assessment – Presentation by Mauldin & Jenkins
3. MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Elberton
4. RZM2025-00021; Hayley Todd - Planners & Engineers Collaborative; Belmont Drive Parcel Assemblage
5. RZR2025-00030; North DTL CC PH1, LLC; 854 North Clayton Street
6. SUP2025-00111 & SUP2025-00112; Mechanical Trades Institute; 420 Grayson Highway
7. SUP2025-00113; Douglas Garcia; 899 Grayson Highway
8. SUP2025-00114; Precious Asoro – Edged Events; 3315 Sugarloaf Parkway, Suite 15
9. SUP2025-00115; Yhana Rouse – The Nexxt Space; 575 Wike Pike Street, Suite 21
10. Year 5 Contract Renewal of ReCAST Sub-Recipient Partners

11. Ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2026
12. Professional Services for Springlake Road at Paper Mill Road Roundabout
13. Amendment to Natural Gas Ordinance – Large Volume Industrial Customers
14. Lawrenceville Arts Center Audio Visual System for Conference Rooms
15. Intergovernmental Agreement (IGA) with the City of Mulberry to Address SB 139 Legislative Annexation of City of Lawrenceville Parcel R5179-296
16. Acquisition of 390 West Pike Street
17. Lease Agreement with Petal and Pond

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Update to Council on School of the Arts (SOTA)
Department:	City Manager
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager; Shane Orr, Principal and Megan Rose-Houchins. Assistant Principal
Action Requested:	No action required – Presentation only

Summary: Update to Council on School of the Arts (SOTA) – Shane Orr and Megan Rose-Houchins

Attachments/Exhibits:

- SOTA 2425 Year in Review Report (Presentation).pdf

School of the Arts

4-Year Report

school of the arts
@ CENTRAL GWINNETT HIGH SCHOOL



Prepared by

Shane Orr, Principal &
Megan Rose-Houchins,
Assistant Principal

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SOTA Overview

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SOTA OVERVIEW

School of the Arts @ Central Gwinnett High School opened in the 2021-2022 school year with a **mission** to nurture the talent, determination, and skill of student artists from across GCPS, providing them with the experience and education to pursue their passion at the college and professional level.

Our **vision** is to be a renowned arts preparatory high school that prepares the next generation of artists to be academically and artistically competitive in fine arts careers and for post-secondary opportunities.

Here's how we do it:

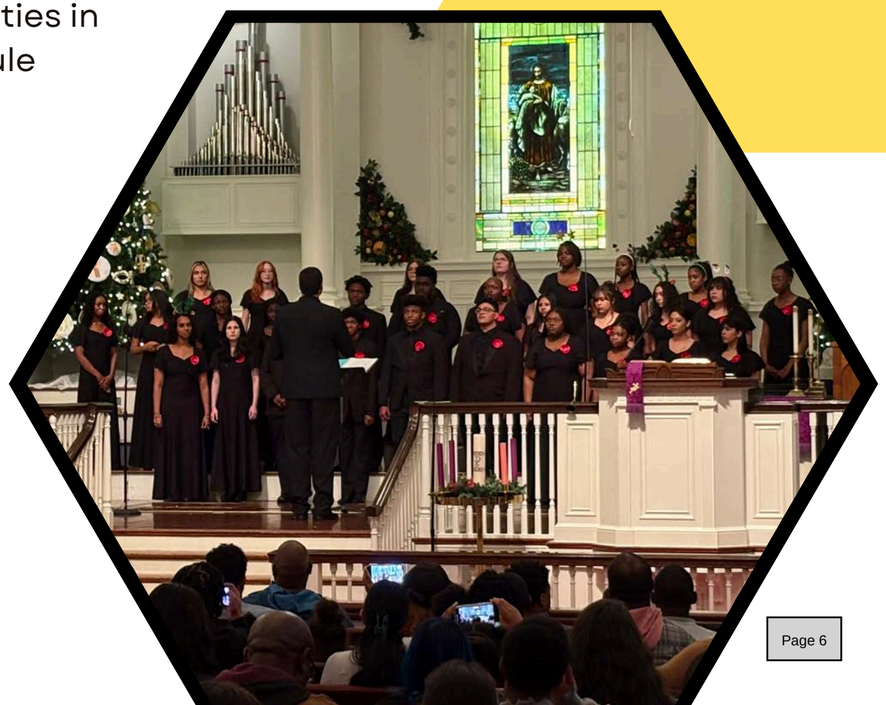
- SOTA is the fine arts department at CGHS providing all CGHS students with the ability to take multiple fine arts classes throughout their high school experience.

- SOTA Fellows– provides CGHS and transfer students with expanded elective course opportunities in art, dance, music, and theatre. SOTA Fellows students have a traditional core academic schedule while focusing their elective course work in the arts.

- SOTA Conservatory–A non-traditional schedule allows students to spend most of their school day in expanded arts classes, internships, and work experiences in the arts. Students "major" in one of 5 areas: Art and Design, Dance, Music Technology, Theatre, or Voice. Students from across the district may apply to be a part of the Conservatory. Admittance to the Conservatory is determined through an auditions and interviews.

We currently have a 129% increase in applications from this time last year.

Our vision is expanding as this year work has begun to unite the Central Cluster Schools in becoming the Central Cluster for the Arts!



Arts Programs



AV TECH & FILM



FASHION DESIGN (NEW)



ORCHESTRA



ART & DESIGN



GUITAR



THEATRE



BAND



MUSIC TECHNOLOGY



VOICE



DANCE



PIANO

Facts & Figures 25/26SY

Grade:

9 - 24%
10 - 20%
11 - 28%
12 - 28%

Gender:

M - 22%
F - 78%

Ethnicity:

Asian - 2%
Black - 53%
Hispanic - 18%
Two or More- 8%
White - 19%

Instructional Setting:

Gifted - 39%
SpEd - 6%
ML - 1%

Meals:

Free - 45%
Reduced - 22%

Programs:

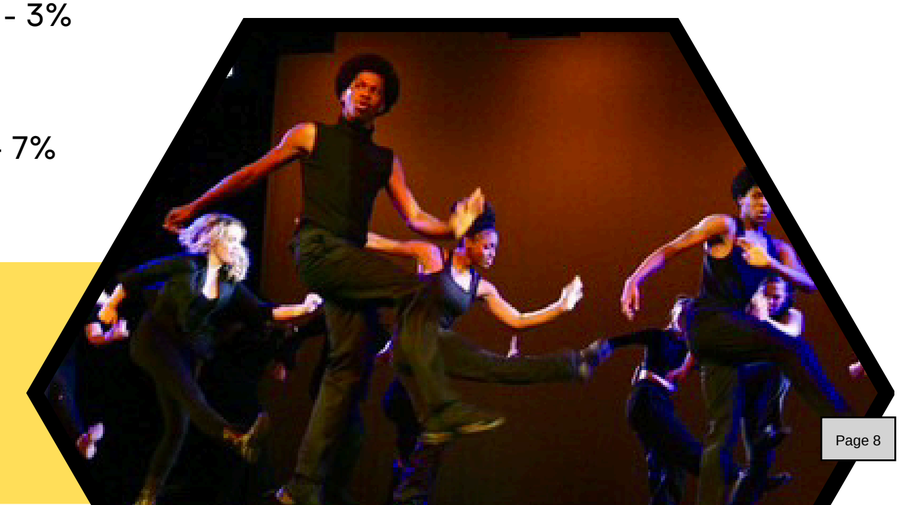
Fellows – 174
Conservatory – 192
- Voice - 29
- Theatre - 60
- Music Tech - 32
- Dance - 24
- Art & Design - 47

Total students per arts discipline:

Art – 715
Dance – 309
Theatre – 330
Music Technology – 135
Band – 205
Orchestra – 104
Guitar – 145
Piano – 146
Chorus – 110
Music Studies - 97
Music Theory – 59
Total - 2355

Cluster Representation:

Central - 30%
Archer - 8%
Berkmar - 3%
Brookwood - 4%
Collins Hill - 4%
Dacula - 6%
Discovery - 4%
Duluth - 5%
Grayson - 7%
Meadowcreek -2%
Mill Creek - 1%
Mountain View - 2%
Norcross - <1%
North Gwinnett - 2%
Out of County (parent works for GCPS) - 2%
Parkview - 4%
Peachtree Ridge - 3%
Seckinger - <1%
Shiloh - 7%
South Gwinnett - 7%



Awards & Accolades



OPENING NUMBER

SOTA was honored to open the GCPS Summer Leadership Conference (SLC) with a 10-minute excerpt from their award-winning production of HADESTOWN: Teen Edition! They truly wowed the crowd and set the audience up for an exciting conference experience!



MURAL

SOTA was also featured at the conference with a community mural designed by SOTA 2025 graduate, Faith Pascual.



FEATURED PRESENTER

SOTA 2025 graduate, Josue Martinez, was the featured student presenter at the conference!

PLUS SO MUCH MORE

- **2025 BEST OVERALL PRODUCTION AT THE GEORGIA HIGH SCHOOL MUSICAL TEHATRE “SHULER” AWARDS - LIVE ON GAPBS**
- **BEST FEATURED PERFORMER AWARD AT SHULERS**
- **3-TIME ONE-ACT PLAY REGI0N CHAMPIONS**
- **100% PASS RATE IN AP STUDIO ART**
- **STUDENT SELECTED FOR 2025 AP PORTFOLIO DISTINCTION (1 OF ONLY 50 OUT OF THOUSANDS NATI0NWIDE)**
- **NATIONAL HIGH SCHOOL DANCE FESTIVAL FEATURED PERFORMERS (ON OUR FIRST TRY!); OVER $500K IN SCHOLARSHIPS AWARDED**
- **STUDENTS RELEASING ORIGINAL MUSIC ON ALL STREAMING SERVICES**
- **GHSA RAY HORNE AWARD FOR EXCELLENCE IN LITERAY AND ONE-ACT COMEPTITION**
- **4-TIME REGION RUNNERS UP IN LITERARY, 3 INDIVIDUUAL STATE LITERARY WINNERS**
- **12 GHP FINALISTS**
- **NATIONWIDE FINALIST IN WILLIAM WARFIELD CLASSICAL VOCAL COMPETITION**
- **NUMEROUS VISUAL ARTS AWARD WINNERS**
- **STUDENTS EARNING SCHOLARSHIPS TO NUMEROUS TOP SUMMER INTENSIVES FOR THE ARTS**
- **STUDENTS WORKING WITH AWARD-WINNING CHOREOGRAPHERS**

school of the arts

@ CENTRAL GWINNETT HIGH SCHOOL

2022 - 95% Grad Rate
2023 - 100% Grad Rate
2024 - 100% Grad Rate
2025 - 100% Grad Rate



Where are they now?

Agnes Scott College
Ailey School at Fordham University
Alabama State University
Augusta University
Baldwin Wallace University
Berry College
Brenau University
Boston Conservatory at Berklee
Butler University
Catawba College
Columbia College Chicago
Columbus State University
DePaul University
Fashion Institute of Technology
Florida A&M University
Florida State University
Georgia College & State University
Georgia Gwinnett College
Georgia State University
Georgia Tech University
Hampton University
Hofstra University
Howard University
Ithaca College
Kennesaw State University
Lincoln University of Missouri
Louisiana State University
Marymount Manhattan University
Mercer University
Molloy University
Montclair State University
Morehouse College
New Jersey City University
New York Conservatory for Dramatic Arts
New York University
Northwestern University
Norwalk Conservatory
Oberlin College & Conservatory
Oglethorpe University
Oklahoma City University
Pace University
Penn State University
Point Park University
Pratt Institute
Savannah College of Art & Design (SCAD)
Shenandoah University
Spelman College
SUNY Purchase
Texas State University
Truett McConnell University
Virginia Commonwealth University
University of Bristol (England)
University of Georgia
University of Michigan
University of North Carolina Greensboro
University of Utah
Viterbo UNiversity
Wright State University
Yale University

In the 2025/2026 school year, the Central Gwinnett Cluster schools will join together to become an arts themed cluster ...

Central Cluster for the Arts!

What IS an arts-themed cluster?

It's a place where...

- students in grades K-12 are engaged in and have access to arts experiences.
- each and every classroom:
  - engages students in experimentation, exploration, and inquiry.
  - fosters problem solving skills.
  - encourages creativity and collaboration.
- students are exposed to and encouraged to pursue creative careers in the arts.
- resources and support are available for students whose interests lie in the arts.





Why is an arts-themed Cluster important to our community?

- We believe in the power of the arts to engage students in learning!
- We desire to prepare our K-8 students for the opportunities available at School of the Arts at Central Gwinnett High School.

Community Kick-off Event is April 25, 2026
(Place TBD -Lawrenceville Lawn or LAC)

Testimonials

“I just want to thank you for the opportunity to be able to join SOTA. You all were so nice during the audition and it really helped calm my nerves. Thank you!”
- Brooklyn Huff

I just wanted to thank you once again for making (our daughter’s) last 2 years of high school a wonderful experience. She always looked forward to going to classes. She loved her teachers and her classes.”
- The Pascuals

“(We) wanted to share how grateful we are. SOTA was such a positive and formative experience for (our son), and it truly set him up for a bright future.”
- The Youngs

“I have grown so much as an artist, a performer, and a person!”
- Connor Schenke, Class of 2025

“SOTA’s faculty has worked hard to continuously keep the student’s best interest in mind.”
- Jennifer Brown

“These students are being taught with great care and empathy for their fellow students, their community, and their world…This is a true gift that this program is giving all of our children.”
- Nickie and Ryan Moore

“The School of the Arts has changed my child’s life by providing him with the means to pursue his artistic dreams, fostering personal growth and development, and preparing him for a fulfilling and meaningful future in the world of art and creativity.”
- Ali Payne

“Your kids are standouts. It’s wonderful to see kids who are being trained by people who REALLY know dance.”
- Director of Kansas City Ballet at the Regional High School Dance Festival auditions at Texas A&M

“My family and I attended the SOTA production of Les Miserables on Saturday. I've mentioned this to you in the past, but I wanted to formally share that, once again, the AMAZING students and staff were phenomenal! Literally having all of us in tears at the end and of course a standing ovation. My niece has had the best year of her educational career at SOTA and I can't wait to see how she continues to grow in this program! BRAVO!!”
- Heidi Gholston

school of the arts

@ CENTRAL GWINNETT HIGH SCHOOL

Celebrating 5 Years!

2025-2026 EVENTS

SEP
OCT

Sept. 19 & 20, Honor Chorus
Sept. 22, KSU Symphony Orchestra (7:30PM)
Sept. 23, UGA Choral Day
Sept. 30, Fall Orchestra Concert
Oct. 3, Tri-M Open Mic (2:30-4)
Oct. 7, Fall Chorus Concert
Oct. 17, Art Throwdown
Oct. 23-25, Fall One-Act Play, URINETOWN
Oct. 29, One-Act Competition
Oct. 30, Fall Voice Recital

NOV
DEC

Nov. 6 & 7, Musical Theatre JUKEBOX Showcase
Nov. 10, SOTA Spotlight Night (6:30PM)
Nov. 20, Orchestra Concert & Music Tech Guitar Showcase
Dec. 4-6, Winter Play, MIGRATION SEASON
Dec. 9, Winter Chorus Concert
Dec. 11, Fall Art Show (5:30-6:30PM)
Dec. 11 & 12, Winter Dance Concert
Dec. 16, Winter Band Concert (6:30PM)
Dec. 18, Live Band Ensembles

JAN

Jan. 2, SOTA 26/27 Auditions
Jan. 3, New Year's Cabaret
Jan. 6-8, Spring Musical Auditions (after school)
Jan. 16, Voice Dept. Talent Show

FEB
MAR

Feb. 4, K-8 Juried Art Show
Feb. 5-7, ThesCon
Feb. 9, Acting Studio Showcase
Feb. 10, PreLGPE Orchestra Concert
Feb. 19-21, All-State Chorus
Feb. 24, PreLGPE Chorus Concert
Mar. 3, Region Literary Competition
Mar. 19-21, Spring Musical, ONCE UPON A ONE MORE TIME
Mar. 26-29, NYC Trip

APR

Apr. 21, Spring Orchestra Concert
Apr. 23, 10-Minute Play Festival
Apr. 25, Cluster for the Arts Kickoff Event
Apr. 26 Dance Banquet
Apr. 28, Spring Voice Recital
April 30, Spring Juried Art Show (5:30-6:30PM)
Apr. 30 & May 1, Spring Dance Concert

MAY

May 4, Fellows Acting Showcase
May 5, Spring Chorus Concert
May 6, Spring Band Concert (6:30PM)
May 7, Band Banquet
May 11, Chorus Banquet
May 12, SOTA Pinning Ceremony (6PM)
May 13, SENIOR Exit Art Show
May 18, Theatre Banquet

WWW.GCPSK12.ORG/SOTA
SCAN QR CODE FOR TICKETED EVENTS

DRAFT - subject to change

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Procurement Function Operations Assessment – Presentation by Mauldin & Jenkins
Department:	Finance
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	N/A
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Presentation of Procurement Function Operations Assessment

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Summary: Earlier this year, the City engaged Mauldin & Jenkins (M&J) to conduct a comprehensive Operational Assessment of the City's procurement function. M&J's scope included evaluation of both the centralized Purchasing Division and decentralized departmental procurement activities, with particular focus on Natural Gas. The assessment included review of organizational structure, roles and responsibilities, business processes, controls and governance, historical procurement activity, and alignment with industry leading practices.

M&J has completed the assessment work and has prepared a final report and summary presentation.

At this meeting, M&J will attend and will present their Executive Summary directly to Mayor and Council. The presentation will communicate the firm's independent review work, the high-level results of their analysis, and the directional themes for improvement.

Fiscal Impact: n/a

Attachments/Exhibits:

- Presentation

Presentation: Procurement Function Operational Assessment

Prepared for: Lawrenceville City Council

November 19, 2025

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III. Current State
IV. Maturity Model
V. Analysis and Evaluation
VI. Recommendations Summary
VII. Conclusion and Next Steps

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I. Overview and Background

The City of Lawrenceville engaged Mauldin & Jenkins to conduct an Operational Assessment of the City's procurement function, in order to enhance City-wide procurement operations and address potential weaknesses in governance and controls. The Operational Assessment assessed the entirety of the City's procurement function, including both the Purchasing Department and decentralized department activities, with a focus on the Natural Gas Department.

M&J commends the City's leadership for strongly responding to the suspected purchasing improprieties and making the decision to conduct a holistic review of the City's procurement function.

M&J would also like to thank the numerous City employees who gave their time coordinating logistics, participating in interviews, and providing requested information.

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II. Scope and Approach

The objectives of this Operational Assessment included:

- Reviewing the functional taxonomy, organizational makeup, staffing, and roles and responsibilities relevant to the City's procurement function
- Reviewing governing requirements (*e.g.*, statutes, regulations, policies and procedures) relevant to the City's procurement function
- Reviewing centralized and decentralized procurement functions to assess controls, governance, and oversight
- Reviewing business processes, workflows, inputs/outputs, and dependencies for both controls and risk mitigation, as well as efficiency and effectiveness
- Reviewing the current use of technology and identifying opportunities for automation/enhancement
- Reviewing five-year historical procurement activity from the Natural Gas Department to assess for trends and/or outliers
- Identifying procurement leading practices
- Developing meaningful recommendations to improve/enhance operations focusing on governance, compliance, and risk mitigation
- Creating a roadmap for a desired future state
- Conducting training with City-specific tailored materials based on City procurement-related artifacts and the recommendations resulting from the Operational Assessment

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II. Scope and Approach

1. Initiation & Planning

- Conducted Kick Off Meeting
- Prepared initial information and interview requests

2. Information Gathering

- Conducted interviews
- Reviewed City-provided information

3. Fieldwork & Analysis

- Tested implementation of processes
- Evaluated compliance and use of leading practices
- Developed meaningful recommendations

4. Validation & Reporting

- Developed and shared preliminary observations
- Shared draft report
- Prepared and presented final report



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III. Current State

Organizational Structure:

- The City uses a largely decentralized procurement model.
- There is a central Purchasing Department , responsible for overseeing the overall process and maintaining compliance with the City's governance requirement.
    - The Department maintains a Purchasing Director and a Buyer.
- End-user departments have responsibility in initiating and managing the purchase of goods and services utilized within that department.
    - Each department has different staff involved in the process, from administrative specialists through department leadership.
- Interactions between Purchasing and the end-user departments vary significantly.
    - Some departments utilize Purchasing predominantly for "processing".
    - Other departments rely on Purchasing for decision-making and support for each step of the process.

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III. Current State

Governance:

- The City currently has limited documented policies and procedures.
  - Most current documentation is compliance-driven (e.g. approval requirements, authorized methods), but doesn't necessarily provide operational guidance (e.g. how to select a solicitation method, what documentation should be prepared and retained, etc.)

Ethics:

- The City's Code of Ordinance includes a Code of Ethics, which includes subsections for both City leadership and City employees.
  - The City leadership subsection is detailed and specific, while the City employee subsection is less explicit.
- The City lacks additional polices, procedures, or guidelines for City employees on what is and is not required or prohibited, or processes to disclose a potential conflict, and how the City will respond.

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IV. Maturity Model

Maturity Model

Level 1 Non-Compliant	Level 2 Compliant	Level 3 Formally Governed	Level 4 Efficient & Effective	Level 5 Strategic Partner
Procurement processes are generally carried out without defined policies, procedures, or processes. There is minimal (if any) centralized procurement function enforcing consistency of procurement processes and compliance with relevant procurement requirements. Procurement is frequently "supplier-led."	Procurement is organized as a set of actions that produce defined results, treated similarly to other financial processes. There is no distinct procurement governance, with these actions instead being governed in a manner comparable to other financial processes.	Procurement activities are regulated by a defined set of policies which are enforced by a defined organizational unit, but procurement is generally still treated in a similar manner to other administrative processes. The purchasing function's focus is largely limited to overall process governance, with limited emphasis on long-term planning or maximizing performance.	Procurement is seen as a key organizational function, with the leader of the procurement function recognized as an organizational leader and resource. The procurement function is distinctly empowered to organize procurement activities, both to enforce compliance and enhance purchasing efficiency.	The organization emphasizes the value of the procurement function, going beyond compliance and emphasizing strategic, long-term planning and performance management. Key procurement-related staff, both within the centralized function and within end-user departments, are highly trained and have a deep understanding of procurement best practices.

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V. Analysis and Evaluation

Procurement Data

M&J analyzed City-provided procurement records from Tyler ERP for 8,926 requisitions entered from Jan 2020 through May 2025. Data provided includes:

- Fiscal year
- Requisition number
- Requisition entry date
- Brief description of the goods or services covered by the requisition
- Requisition value
- Associated Purchase Order number
- Requisition status (*e.g.*, rejected, converted into Purchase Order)
- Department code
- Comments field

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V. Analysis and Evaluation

Procurement Data

M&J reviewed for approval status, comment inclusion, and activity by end-user department. Details of this review are in the full report. Generally:

- M&J found no significant trends or themes in the rejected requisitions
- Use of the comment field was haphazard, and the entries were not standardized
- End-user activity generally followed expected norms based on departmental function and overall departmental budgets

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V. Analysis and Evaluation

End-User Perception of Purchasing Department

M&J sampled eight departments for additional review, including:

- Purchasing Style
- Interaction with the Purchasing Department
- How well the City's purchasing function meets the end user department's needs

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V. Analysis and Evaluation

Purchasing Style:

- Director-led Procurement
  - Primarily performed by Department leadership
- Specialized Procurement
  - Designated individual responsible for the tactical components
- Service Provider-based Procurement
  - Multiple individuals involved, based on subject matter or expertise

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V. Analysis and Evaluation

Interaction with Purchasing

Overall, departments found Purchasing easy to work with and accessible

Three primary relationship types, which impact the communications:

- Independent Relationship
  - Purchasing as “processor” and necessary final approvals
- Collaborative Relationship
  - Engagement with Purchasing at key steps, but can make initial decisions and prepare routine documents
- Dependent Relationship
  - Reliant on Purchasing for all purchasing steps and many decisions

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V. Analysis and Evaluation

How the City's function meets end-user needs:

- Overall, departments find Purchasing accessible
- End-user departments would appreciate additional operational guidance and training
- End-user departments expressed frustration with the requirement that Informal Purchase solicitations be awarded to the lowest priced quote
- End-user departments appreciate the opportunity for on-call contracts and "piggybacking" on contracts awarded by other public entities
- End-user departments feel that the purchasing timelines are not always sensitive to their operating needs

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V. Analysis and Evaluation

Other trends noted by M&J

- The City lacks a vendor management process that includes regular review of vendor performance or contract compliance
- There is not a formal PCard training program

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VI. Recommendations Summary

M&J provided 17 recommendations for steps that should be taken to improve the City's procurement function. The City has the ultimate responsibility to determine which, if nay of the recommendations should be implemented and the timing of such implementation. General themes of the recommendations are noted below:

- The City should work to develop additional written processes, job aids, and operating guidance for the procurement function as well as vendor/contract management.
- The City should consider updating its procurement code to reflect additional procurement models, and providing some flexibility in current models.
- The City should ensure that purchasing roles are fully cross-trained and that there is continuity of operation planning.
- The City should update its employee subsection of the Code of Ethics to be more detailed, and develop processes for reporting and responding to potential conflicts of interest.
- The City should develop formal training for purchasing and P-Card functions, and make this information available on-demand.

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VII. Conclusion and Next Steps

M&J commends Lawrenceville's leadership for responding to the City's procurement-related concerns and commencing this Operational Assessment, as this process has identified both areas where the City's current procurement activities succeed and areas where there the City has opportunities for improvement. The City now better understands the current state of its procurement function and has a roadmap that leadership can use to guide improvement into the future, helping to mitigate risk and create a stronger control environment.

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VII. Conclusion and Next Steps

The second component of this assessment will be the M&J team preparing and delivering procurement training, based on City ordinance and regulation, procurement leading practice, and the recommendations contained in our report.

The training will be provided to end-user department leadership and other employees involved in purchasing action. M&J will provide two sessions: one of the principles and ethics of public procurement, and one on solicitation methods and supporting documentation. All materials developed for use in the training will be provided to the City for continued use.

M&J's upcoming procurement training can serve as a strong first step in the City's pathway towards enhancing the effectiveness and efficiency of its procurement function.

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AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Elberton
Department:	City Manager
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Elberton

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Summary: MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Elberton.

Attachments/Exhibits:

- IPT Agreement_Elberton_to_Lawrenceville.docx

October 14, 2025

City of Elberton, Georgia
Attn: The Honorable R. Daniel Graves, Mayor
230 N. McIntosh Street
Elberton, GA 30635

City of Lawrenceville, Georgia
Attn: The Honorable David Still, Mayor
70 South Clayton Street
Lawrenceville, GA 30046

Re: MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Elberton

Dear Mayor Graves and Mayor Still:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of Elberton, Georgia ("Elberton"), and the City of Lawrenceville, Georgia ("Lawrenceville"), for MEAG Power's sale on behalf of Elberton of certain excess power to Lawrenceville pursuant to Section 312 of the Power Sales Contract between MEAG Power and Elberton. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Elberton and Lawrenceville, it is understood and agreed that:

(1) Sale of Excess Power by MEAG Power on Behalf of Elberton.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Elberton, Elberton has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. Elberton has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Lawrenceville this capacity and the output in each hour therefrom, including output directed to off system sales, as delivered energy (the “Sale Amount”) in accordance with the terms and conditions set forth in Attachment 1.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

(b) This Sale Amount shall not reduce Elberton's Entitlement Share of output and services under the Power Sales Contract, and Elberton shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Lawrenceville for the Sale Amount pursuant to this Letter Agreement shall be credited to Elberton's obligation to MEAG Power to pay for its Entitlement Share.

(c) MEAG Power shall treat that portion of the output sold to Lawrenceville on behalf of Elberton as Lawrenceville's resource from delivery at level B-1.

(2) Purchase of Excess Power by Lawrenceville. Lawrenceville agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Lawrenceville for such amount and Lawrenceville shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Lawrenceville.

(3) Costs. Elberton shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Elberton to enable it to verify any such costs.

(4) Indemnification. Elberton hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Elberton's sale of excess power pursuant to this Letter Agreement, only to the extent permitted by law

If you are in agreement with the foregoing, and after this Letter Agreement has been duly authorized by the governing bodies of Elberton and Lawrenceville, please execute this Letter Agreement in the space provided below.

MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA

ATTEST:

By: _____

James E. Fuller
President and Chief Executive Officer

_____

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

Agreed to and accepted, this ____ day of _____, _____.
Month Year

CITY OF ELBERTON

By:_____

ATTEST:

_____
City Clerk

[SEAL]

Agreed to and accepted, this ____ day of _____, _____.
Month Year

CITY OF LAWRENCEVILLE

By:_____

ATTEST:

_____
City Clerk

[SEAL]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

Attachment 1—Terms and Conditions page 1 of 1

Product:	Project 1 Capacity and Unit Output (5x16)	
Term:	Beginning hour ending 0700 Central Prevailing Time June 1, 2026 through hour ending 2200 Central Prevailing Time September 30, 2026 And Beginning hour ending 0700 Central Prevailing Time June 1, 2027 through hour ending 2200 Central Prevailing Time September 30, 2027	
Contract Quantity:	6.0 MW (approximately 0.690765% of Project 1)	
Pricing:	June 2026 – September 2026	$63.50/MWh
	June 2027 – September 2027	$67.50/MWh

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	RZM2025-00021; Hayley Todd - Planners & Engineers Collaborative; Belmont Drive Parcel Assemblage
Department:	Planning and Development
Date of Meeting:	Wednesday, November 19, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Rezone the subject property from BG (General Business District) and LM (Light Manufacturing District) to CMU (Community Mixed-Use District)
Planning & Development Recommendation:	**Approval with Conditions**
Planning Commission Recommendation:	**Approval with Recommendations**

Summary: The applicant is requesting to rezone the subject property to CMU (Community Mixed-Use District) to develop approximately 252 units of affordable senior housing, including apartment buildings with elevators, attached cottages, and townhomes. The subject property is an approximately 20-acre assemblage of twelve parcels located at the northern right-of-way of Hurricane Shoals Road, at its intersection with Belmont Drive.

Attachments/Exhibits:

- RZM2025-00021_RPRT_08062025.docx
- RZM2025-00021_P&D REC CNDS_08062025.docx
- RZM2025-00021_ATTCHMNTS_08112025.pdf
- RZM2025-00021_SITE PLN REV3 NTS_09182025.pdf

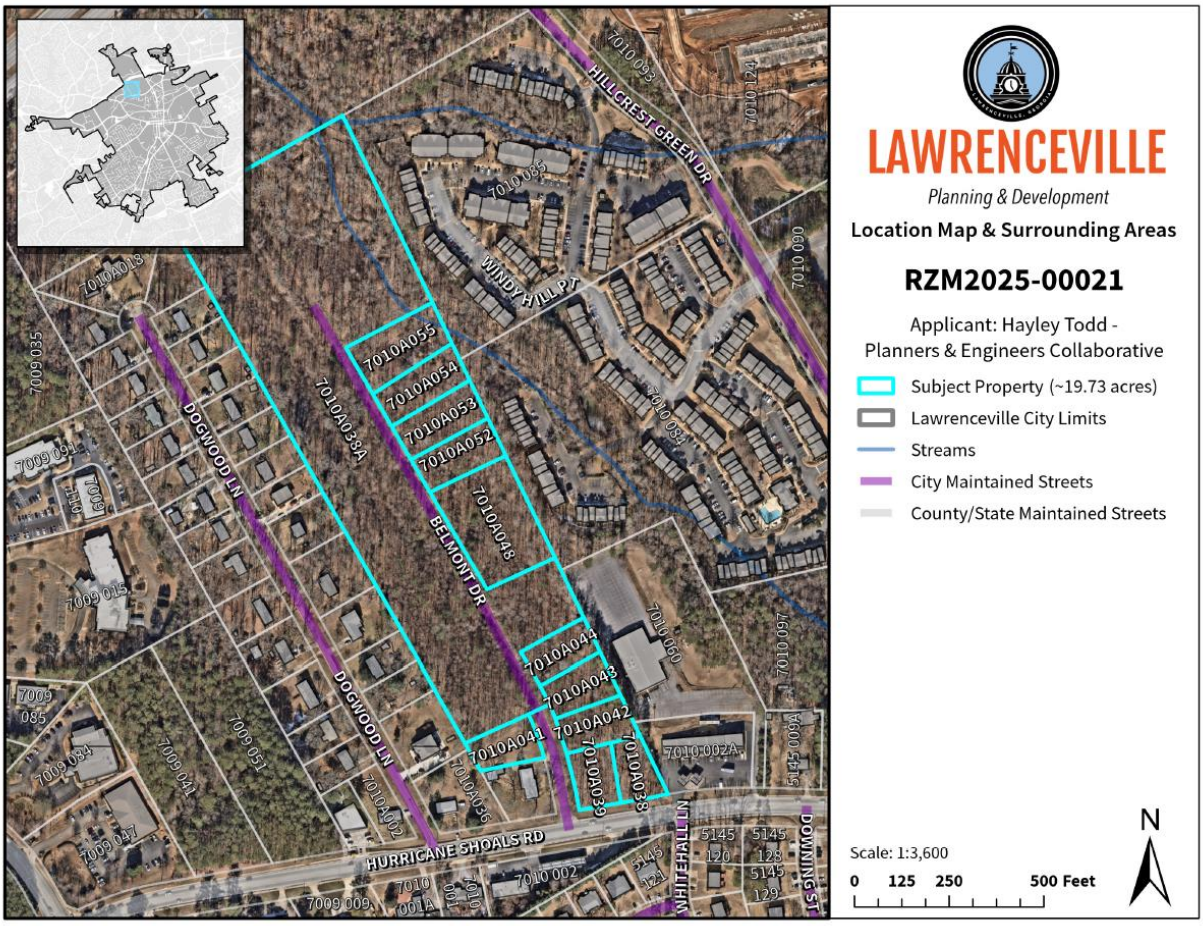
LAWRENCEVILLE

Planning & Development

REZONING

CASE NUMBER(S):	**RZM2025-00021**
APPLICANT(S):	HAYLEY TODD – PLANNERS & ENGINEERS COLLABORATIVE
PROPERTY OWNER(S):	SMITH CHARITABLE REMAINDER UNITRUST AND CE SMITH FAMILY, LLLP
LOCATION(S):	0 BELMONT DRIVE & 0 HURRICANE SHOALS ROAD
PARCEL IDENTIFICATION NUMBER(S):	R7010A038, R7010A038A, R7010A039, R7010A041, R7010A042, R7010A043, R7010A044, R7010A048, R7010A052, R7010A053, R7010A054, AND R7010A055
APPROXIMATE ACREAGE:	20 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT) & LM (LIGHT MANUFACTURING DISTRICT)
PROPOSED ZONING:	CMU (COMMUNITY MIXED-USE DISTRICT)
PROPOSED DEVELOPMENT:	252 SENIOR HOUSING UNITS
DEPARTMENT RECOMMENDATION:	**APPROVAL WITH CONDITIONS**

VICINITY MAP



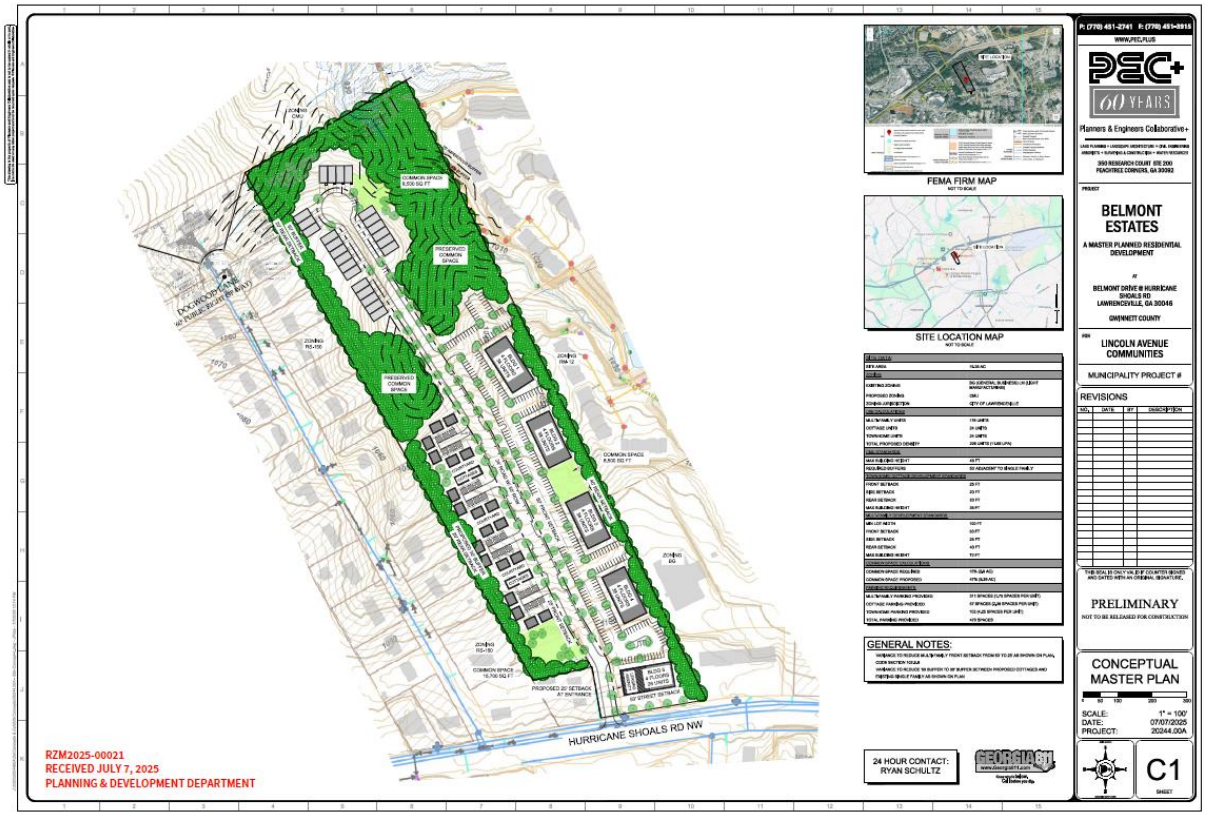
ZONING HISTORY

The earliest zoning records on file with the city show the subject property zoned as RS-120 (Single-Family Residential District) circa 1960. It was rezoned to split LM/BG zoning on December 7, 1987 and again in 1997 (RZ-97-09) to correct an error in placement of the zoning boundary line. The subject property remains zoned as split LM/BG to this day.

PROJECT SUMMARY

The applicant is requesting to rezone the subject property to CMU (Community Mixed-Use District) to develop approximately 252 units of affordable senior housing, including apartment buildings with elevators, attached cottages, and townhomes. The subject property is an approximately 20-acre assemblage of twelve parcels located at the northern right-of-way of Hurricane Shoals Road, at its intersection with Belmont Drive.

CONCEPT PLAN



ZONING AND DEVELOPMENT STANDARDS

The applicant requests to rezone the approximately 20-acre subject property to CMU (Community-Mixed Use District) in order to develop a 252-unit, mixed housing-style community featuring 204 apartment units, 24 attached cottage units, and 24 front-entry townhomes at a gross density of 13 units per acre (UPA). The development is specifically geared towards senior (age 55+) housing, with an emphasis on affordability; that is, units will be priced at 50-60% of Area Median Income (AMI).

Approval of the requested CMU (Community Mixed Use) zoning district is contingent on allowing variances from the minimum standards as outlined below:

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. and 2.

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

Land Use	*Percentage of Gross Land Area*			*Recommendation*
	Minimum	*Maximum*	*Proposed*	
Residential	*30%*	*75%*	*100%*	***Variance***
Civic/Institutional	*15%*	*50%*	*0%*	
Commercial/Retail, Light Industrial, Office	*15%*	*50%*	*0%*	

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

a. Single-family detached dwellings on large lots (at least 9,500 sq. feet)
b. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet)
c. Single-family detached dwellings on small lots (4,500-7,499 sq. feet)
d. Townhouses (see RM-8 standards, below)
e. Multifamily (see RM-24 standards, below)

Article 1 Districts, Section 102.7 RM-8 Townhouse Residential District, Subsection B. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	*5 acres*	*20 acres*	*N/A*
Minimum Unit Width	*20 feet*	*24 feet*	*N/A*
External Minimum Front Setback	*25 feet*	*25 feet*	*N/A*
External Minimum Side Setback	*20 feet*	*20 feet*	*N/A*
External Minimum Rear Setback	*20 feet*	*20 feet*	*N/A*
Minimum Heated Floor Area	*See Table Below*	*See Table Below*	*N/A*
Impervious Surface Coverage	*40% (7.74 acres)*	*40% (7.74 acres)*	*N/A*
Maximum Building Height	*35 feet*	*35 feet*	*N/A*
Green / Common Space %	*2.90 acres (15% of gross acreage)*	*9.29 acres (47% of gross acreage)*	*N/A*
Minimum Public Green Space	*3,000 SF*	*8,500 SF*	*N/A*
Adjacency to Public Green Space	*24 Units (50%)*	*48 Units (100%)*	*N/A*

Minimum Heated Floor Area

Standard	Requirement	Proposal	Recommendation
1-bedroom	*1,000 sq. ft*	*1,600 square feet*	*N/A*
2-bedroom	*1,200 sq. ft*		
3-bedroom	*1,400 sq. ft (40%)*		
4-bedroom	*1,600 sq. ft (10%)*		

Article 1 Districts, Section 102.9 RM-24 Multifamily Residential District, Subsection B. Lot Development Standards and Subsection E. Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	*5 acres*	*20 acres*	*CMU Project Standard: Minimum Acreage – 5 acres*
Minimum Lot Width	*100 feet*	*240 feet*	*N/A*
External Minimum Front Setback	*50 feet*	*50/25 feet*	***Variance***
External Minimum Side Setback	*25 feet*	*25 feet*	*N/A*
External Minimum Rear Setback	*40 feet*	*40 feet*	*N/A*
Minimum Heated Floor Area	*See Table Below*	*See Table Below*	*N/A*
Impervious Surface Coverage	*60% (11.61 acres)*	*53% (10.26 acres)*	*N/A*
Maximum Building Height	*70 feet*	*70 feet*	*N/A*
Maximum Number of Stories	*5 stories*	*5 stories*	*N/A*
Gross Density	*24 units per acre (UPA)*	*13 units per acre (UPA)*	*N/A*

Minimum Heated Floor Area

Standard	Requirement	Proposal	Recommendation
Studio	*650 sq. ft*	*750 – 1,100 square feet*	*N/A*
1-bedroom	*800 sq. ft*		
2-bedroom	*1,000 sq. ft*		
3-bedroom	*1,200 sq. ft (10%)*		

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection C. Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	*5 acres*	*20 acres*	*N/A*
Road Frontage	*40 feet per lot*	*N/A*	*N/A*
Maximum Height	*45 feet*	*45 feet*	*N/A*
Internal Minimum Front Setback	*5-15 feet*	*10 feet*	*N/A*
Internal Minimum Side Setback	*10-20 feet*	*10 feet*	*N/A*
Internal Minimum Rear Setback	*25-50 feet*	*25 feet*	*N/A*
Minimum Setback along classified Arterials/Collectors	*50 feet*	*50 feet*	*N/A*

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection I. Parking and Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required, Table 5-3

Standard	Requirement	Proposal	Recommendation
Multifamily Dwelling Unit (204 units)	*1.5 spaces per dwelling unit (306 spaces)*	*1.6 spaces per dwelling unit (308 spaces)*	*N/A*
Townhouse Dwelling Unit (24 units)	*1.5 spaces per dwelling unit (36 spaces)*	*4.25 spaces per dwelling unit (102 spaces)*	*N/A*
Cottage Dwelling Unit (24 units)	*1.5 spaces per dwelling unit (36 spaces)*	*2.38 spaces per dwelling unit (57 spaces)*	*N/A*

Article 4 Buffers, Section 403 Buffers Table

Standard	*Requirement*	*Proposal*	*Recommendation*
CMU / BG	*N/A*	*N/A*	*N/A*
CMU / CMU	*N/A*	*N/A*	*N/A*
CMU / RM-12	*N/A*	*N/A*	*N/A*
CMU / RS-150	*50 ft*	*30 ft*	***Variance***

Five (5) variances are specifically requested by the applicant. The required variances are as follows:

- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.11 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. Allows for an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.11 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. Allows for the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.11 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. Allows for the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15 %) to zero.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Development Standards. Allows for a reduction of the required fifty (50) feet front setback along Belmont Drive to twenty-five (25) feet.
- A variance from the Zoning Ordinance, Article 4 – Buffers, Section 401 – Standards for Permanent Buffers, Part 2. Allows for a reduction in the required buffer between CMU and RS-150 zoning districts from fifty (50) feet to thirty (30) feet.

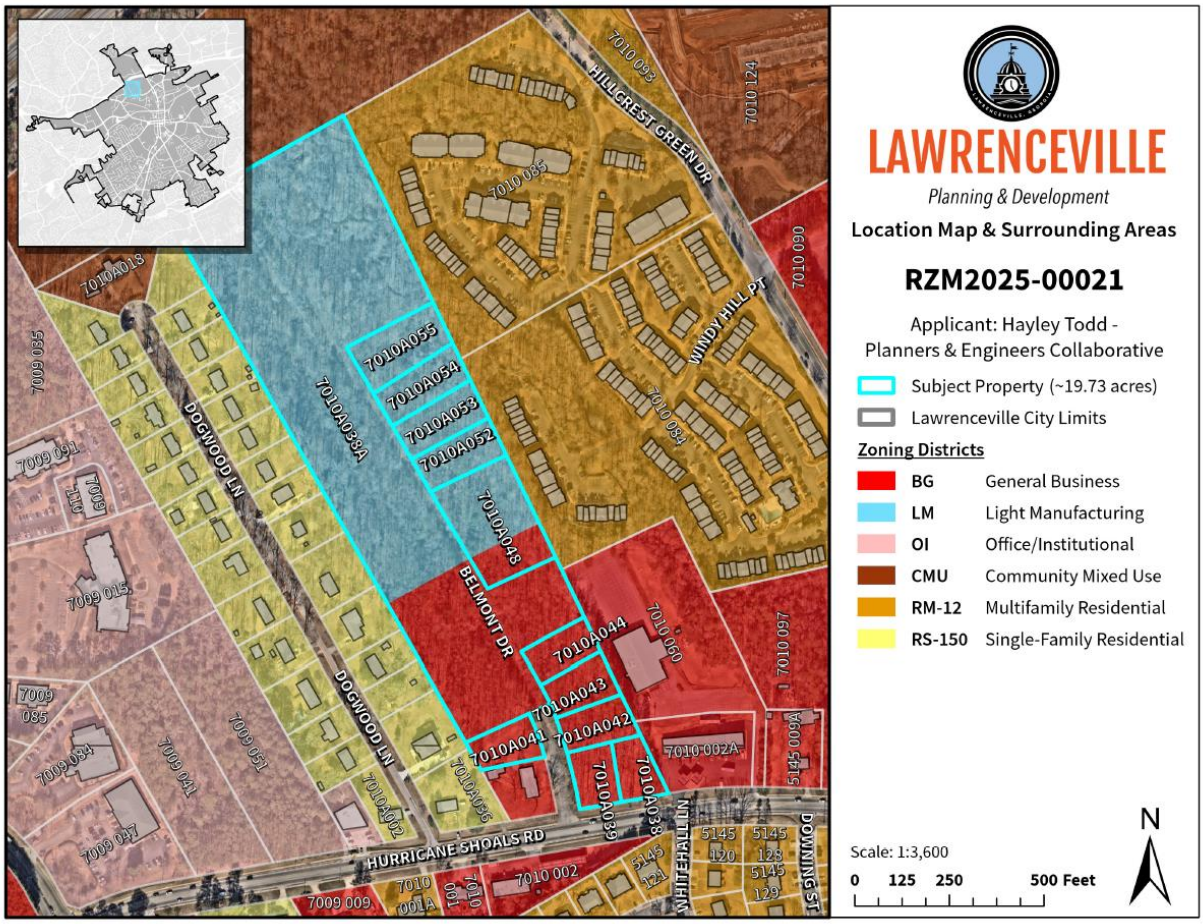
The applicant is requesting these variances to support a cohesive and context-sensitive residential community. First, a variance is needed to allow the development to be 100% residential, as the CMU zoning district typically requires a mix of uses; however, the proposed senior housing community is intended to serve a specific population with limited demand for commercial components, and its location near other residential developments may justify such a variance.

The requested front setback variance applies only to an internal road within the development (Belmont Drive) and does not affect the 50-foot front setback along Hurricane Shoals Road, which will be maintained. Additionally, a variance is requested to reduce the buffer along the western property line, where single-family scale cottages are proposed. These cottages may be more compatible in scale and use with the adjacent single-family neighborhood and provide a gentle transition in character and density.

The site is intentionally designed as a transect: townhomes are placed adjacent to the existing townhome development to the north, cottages near single-family homes to the west, and multifamily buildings next to an apartment complex to the east and along Hurricane Shoals Road. This thoughtful arrangement supports compatibility with surrounding uses and may help to justify the requested variances.

As presented, the proposed development generally meets the standards of the CMU zoning district concerning architecture, common space, and street and pedestrian connectivity. All plans will be subject to review and oversight throughout the development process to ensure compliance with the City's zoning, development, and architectural and design standards.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



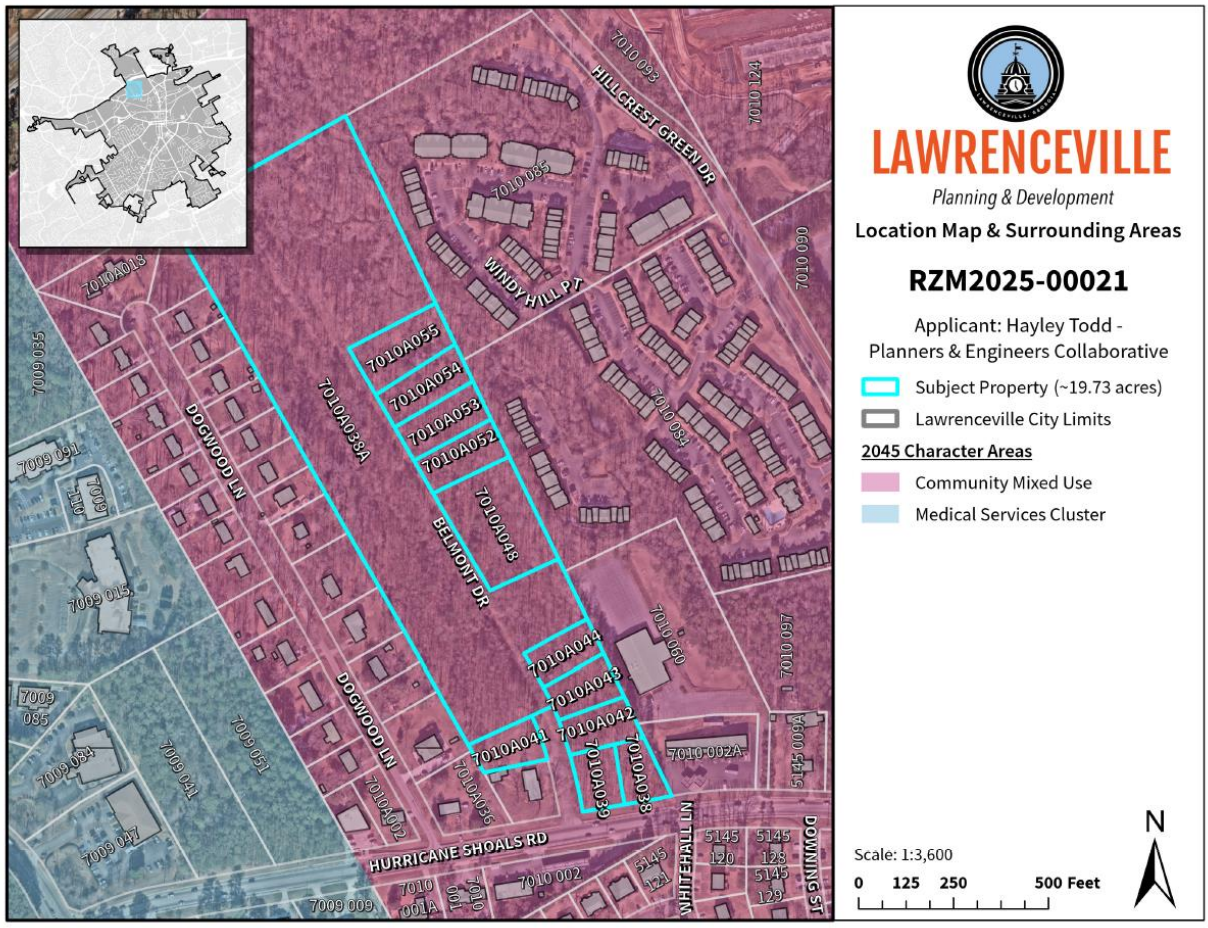
SURROUNDING ZONING AND USE

The area surrounding the subject property predominantly consists of residential zoning districts and uses of varying intensities, with some light commercial uses along Hurricane Shoals Road. The properties directly to the west of the subject property are single-family residences part of the Northern Heights subdivision, zoned RS-150 (Single-Family Residential District). Much of the eastern side of the property is adjacent to the Greens at Hillcrest apartment community, zoned RM-12 (Multifamily Residential District), while the remainder to the south is composed of commercial and retail uses on land zoned BG (General Business District). The northern end of the subject property is adjacent to land zoned CMU (Community Mixed-Use District), site of the future "Rovena at Hillcrest Green" multifamily residential development (approved in September 2024, per rezoning case RZM2024-00016). Other notable nearby uses include small retail/commercial uses

zoned BG on properties along Hurricane Shoals Road as well as residential duplexes zoned RM-12 on properties south of the subject property.

The proposed rezoning may be appropriate given the abundance of residential developments in the general vicinity, including a similar rezoning to the north approved in 2024 (RZM2024-00016). The project's internal layout reflects a thoughtful response to surrounding conditions, placing townhomes near existing townhouses, cottages near single-family homes, and multifamily buildings adjacent to apartments and commercial uses along Hurricane Shoals Road.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Community Mixed Use Character Area, defined as such:

> *The Community Mixed Use character area capitalizes on Lawrenceville's economic strengths and diverse population by fostering vibrant and walkable neighborhoods. This integration of residential, commercial, and recreational spaces caters to the needs and preferences of a dynamic and growing community.*

The proposal generally aligns with the vision of the 2045 Comprehensive Plan for the Community Mixed Use character area. While the project is entirely residential, it provides a diverse mix of housing types and targets an underserved population (seniors) within a walkable, infill location.

STAFF RECOMMENDATION

In conclusion, the proposed rezoning and associated variances support the development of a thoughtfully designed, affordable senior housing community that aligns with both the surrounding land uses and the vision of the 2045 Comprehensive Plan. By concentrating residential types in a transect-based layout and situating the project within a largely residential context, the proposal offers a rare infill opportunity that addresses local housing needs while maintaining compatibility with adjacent neighborhoods. Approval of the request, subject to design oversight and affordability commitments, would represent a meaningful step toward advancing inclusive, sustainable growth in Lawrenceville.

As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposed rezoning.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

Lawrenceville Power will not serve this development.

GAS DEPARTMENT

Lawrenceville Gas will serve this development.

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

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;**

   Yes, the zoning proposal permits a use that is suitable given the surrounding context, which includes a mix of single-family homes, multifamily residential developments, and smaller scale commercial developments, reflecting similar land use patterns and zoning designations.

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

   No, the zoning proposal is not expected to adversely affect the existing use or usability of adjacent or nearby properties, as the proposed development is residential in nature and designed to be compatible with surrounding residential uses through appropriate building types, buffering, and site design.

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

   Yes, the property has a reasonable economic use as currently zoned; however, the proposed rezoning may allow for a more context-sensitive and economically beneficial use that aligns with surrounding development patterns.

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

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

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

Yes, the zoning proposal aligns with the policy and intent of the Comprehensive Plan, as it supports the Community Mixed-Use character area's goals of providing diverse residential options and fostering a walkable, interconnected neighborhood that serves a growing and dynamic population.

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;**

Yes, the presence of similar recent rezonings nearby, ongoing housing developments, and the property's location within a transitioning area from commercial to residential uses provide supporting grounds for approval. Conversely, requested variances and the need to balance compatibility with adjacent single-family neighborhoods may warrant careful consideration and conditions.

LAWRENCEVILLE

Planning & Development

PLANNING & DEVELOPMENT

RECOMMENDED CONDITIONS

RZM2025-00021

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

1. <u>To restrict the use of the property as follows:</u>

A. A maximum of two hundred fifty-two (252) housing units, including a minimum of twenty-four (24) single-family attached cottages, a minimum of twenty-four (24) single-family attached townhomes, and a maximum of two hundred four (204) multifamily apartment units. Density of housing units is not to exceed thirteen units per acre (13 UPA).

B. The development shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated July 7, 2025, with variances necessary to meet zoning conditions and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development.

C. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.

D. Multifamily, Cottage, and Townhome Units shall meet the following standards:

1. Four (4) bedroom units shall be prohibited

2. All units shall include granite counter tops and stainless-steel appliances.

3. All dwelling units shall meet fifty to sixty percent (50%-60%) of the current Atlanta Region AMI and the development shall provide an annual certification to the Planning and Development Department indicating that this standard is being met.

4. Townhouse dwelling units shall be a minimum of twenty feet (20 ft.) from the forty foot (40 ft.) Private Access or Utility Easement.

E. All townhouse units shall have a two (2) car garage, with a driveway measuring sixteen (16) feet in width and twenty-six (26) feet in depth (as measured from the curb), 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

2. To satisfy the following site development considerations:

A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions, or through approval of a variance administratively, or by the Zoning Board of Appeals, as appropriate

B. The development shall be a gated community, with automated card access gates at all entrances/exits. The access gate system is required to always be maintained and functional, with any required repairs to be made within one week. Pending approval of the City of Lawrenceville Planning and Development Department, and Gwinnett County Department of Planning and Development Fire Plan Review Section.

C. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

D. Provide a fifty-foot-wide (50 ft.) front yard building setback adjacent to the northern right-of-way of Hurricane Shoals Road.

E. Provide a minimum 30-foot wide natural or enhanced buffer adjacent to the westernmost property line, where adjacent to residential properties.

F. Provide a 5-foot concrete sidewalk along the road frontage of Hurricane Shoals Road.

G. The required parking ratio for the townhouse section of development shall be a minimum of 4 spaces per unit.

H. The required parking ratio for the cottage section of development shall be a minimum of 2 spaces per unit.

I. The required parking ratio for the multifamily residential component of

development shall be a minimum of 1.5 spaces per unit.

J. Maximum multifamily building height shall be seventy feet (70 ft).

K. Ground signage shall be limited to one (1) monument type sign serving the overall development and shall be subject to review and approval by the Director of Planning & Development. The sign shall include a minimum two-foot-high brick or stacked stone base, and the sign cabinet shall be fully surrounded by the same materials, matching the building's architectural treatments.

L. Natural vegetation shall remain on the property until the issuance of a development permit.

M. New billboards or oversized signs shall be prohibited.

N. Outdoor storage shall be prohibited.

O. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.

P. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.

Q. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung or strung on the site. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.

R. Peddlers and/or parking lot sales shall be prohibited.

S. The owner shall repaint or repair any graffiti or vandalism within seventy two (72) hours of notice from the City.

3. <u>The following variances are approved:</u>

A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.11 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. Allows for an increase of the maximum percentage of Residential Uses from seventy-five percent (75 %) to one hundred percent (100 %).

B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.11 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. Allows for the elimination of the minimum percentage of Civic/Institutional Uses from fifteen percent (15 %) to zero.

C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.11 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. Allows for the elimination of the minimum percentage of Commercial/Retail, Light Industrial or Office Uses from fifteen percent (15 %) to zero.

D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – RM-24 Multifamily Residential District, Subsection B. Development Standards. Allows for a reduction of the required fifty (50) feet front setback along Belmont Drive to twenty-five (25) feet.

E. A variance from the Zoning Ordinance, Article 4 – Buffers, Section 401 – Standards for Permanent Buffers, Part 2. Allows for a reduction in the required buffer between CMU and RS-150 zoning districts from fifty (50) feet to thirty (30) feet.

RZM2025-00021
RECEIVED JULY 11, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Planners & Engineers Collaborative +	NAME: Smith Charitable Remainder Unitrust
ADDRESS: 350 Research Court	ADDRESS: 963 Buford Dr
CITY: Peachtree Corners	CITY: Lawrenceville
STATE: GA ZIP: 30092	STATE: GA ZIP: 30043

CONTACT PERSON: Hayley Todd PHONE: 678-684-6287

* 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): LM & BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R7010A055, R7010A054, R7010A041, R7010A052, R7010A053, R7010A042, R7010A043, R7010A044, R7010A038A, & R7010A048 ACREAGE: 19.3

ADDRESS OF PROPERTY: Belmont Dr, Lawrenceville, GA 30046

Hayley Todd 7/7/25
SIGNATURE OF APPLICANT DATE

Hayley Todd, on behalf of
Planners & Engineers Collaborative +
TYPED OR PRINTED NAME

NOTARY PUBLIC 7/7/2025 DATE
Nicole Maddox

NICOLE MADDOX NOTARY PUBLIC GEORGIA EXPIRES July 28, 2025 GWINNETT COUNTY

CE Smith 7/7/25
SIGNATURE OF OWNER DATE

Smith Charitable Remainder Unitrust
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Susan Peters
NOTARY PUBLIC
Barrow County, GEORGIA
My Commission Expires 10/12/2025

RZM2025-00021
RECEIVED JULY 11, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: _Planners & Engineers Collaborative +	NAME: CE Smith Family, LLLP
ADDRESS: 350 Research Court	ADDRESS: 963 Buford Dr
CITY: Peachtree Corners	CITY: Lawrenceville
STATE: GA ZIP: 30092	STATE: GA ZIP: 30043

CONTACT PERSON: Hayley Todd PHONE: 678-684-6287

* 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): BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R7010A039 & R7010A038 ACREAGE: 0.8

ADDRESS OF PROPERTY: Belmont Dr, Lawrenceville, GA 30046

Hayley Todd 7/7/25
SIGNATURE OF APPLICANT DATE

Hayley Todd, on behalf of
Planners & Engineers Collaborative +
TYPED OR PRINTED NAME

Nicole Maddox 7/7/2025
NOTARY PUBLIC DATE
Nicole Maddox

NICOLE MADDOX NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES July 28, 2025

CE Smith 7/7/25
SIGNATURE OF OWNER DATE

CE Smith Family, LLLP
TYPED OR PRINTED NAME

Susan Peters 7/7/25
NOTARY PUBLIC DATE

Susan Peters NOTARY PUBLIC Barrow County, GEORGIA My Commission Expires 10/12/2025

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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.

Planners & Engineers Collaborative+

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8/8/2025

Re: **Letter of Intent – CMU Rezoning**
Belmont Drive Assemblage (+/- 19.35 acres)
PEC+ Project No. 20244.00A

Dear Community Development Officials,

This application seeks to rezone the approximately 19.35-acre site near the intersection of Belmont Drive and Hurricane Shoals Road ("Belmont Drive Assemblage" or the "Subject Property," PIDs R7010A055, R7010A054, R7010A041, R7010A052, R7010A053, R7010A042, R7010A043, R7010A044, R7010A038A, R7010A048, R7010A039 & R7010A038) from BG & LM to CMU. The change would allow for the development of approximately 252 units of new, Affordable senior housing. Housing types would include apartment buildings with elevators, attached cottages, and townhomes.

Site and Proposal

The Subject Property consists of an assemblage of twelve parcels with the street address 0 Belmont Drive. It is located between State Route 316 and Hurricane Shoals Road in the city of Lawrenceville.

There are streams located on the property, and in general the terrain is varied with gentle slopes. Immediately to the north is a senior residential development with a similar mix of uses that is under construction by McKinley Homes. To the immediate east is Groves of Lawrenceville, a LIHTC senior apartment development. Single-family lots that are approximately 0.3 acres in size on average are along the western property line. The project fits the context of the surrounding area by land use and zoning designation. This is a rare and important infill development opportunity.

The zoning actions requested include:

- An amendment to the City of Lawrenceville zoning map for parcels 7010A041, 7010A038A, 7010A055, 7010A054, 7010A053, 7010A052, 7010A048, 7010A044, 7010A043, 7010A042, 7010A039, and 7010A038 to change the zoning from BG & LM to CMU.
- A variance to permit 100% of the land uses to be residential

The proposed development would consist of approximately 252 affordable senior homes that would be priced at 50% to 60% of the Area Median Income. Of these units, there would be approximately 204 garden-style multifamily with elevator, 24 senior cottages, and 24 townhomes. The total density would be approximately 13 units per acre. Multifamily units would have a parking ratio of 1.5 spaces per unit; cottages would have a minimum parking ratio of 2 spaces per unit, and townhomes would have a minimum parking ratio of 4 spaces per unit.
The proposed development would be gated, per the recommendation of the Planning Department.

Constitutional Objections

The portions of the Code of Ordinances and Zoning Ordinance for City of Lawrenceville (the "Zoning Ordinance") which classifies or conditions the Property into any more or less intensive zoning classification and/or zoning conditions other than as requested by the Applicant and property owner are unconstitutional, in that they would destroy the Applicant's and property owner's property rights without

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first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Ordinance which presently restricts the Property's use to the present zoning classification, uses, regulations, requirements, and conditions is unconstitutional, illegal, null and void, and constitutes a taking of the Applicant's and the property owner's property rights in violation of the Just Compensation Clause of the Fifth Amendment and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983, and in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States by denying economic and viable use of the Property while not substantially advancing legitimate state interests.

The Property is presently suitable for CMU as proposed in the requested rezoning, as amended by the Applicant, and is not economically suitable for uses restricted under its present zoning and development classification, conditions, regulations, and restrictions due to its location, shape, size, surrounding development, and other factors. A denial of the requested rezoning and related variances would constitute an arbitrary and capricious act by City of Lawrenceville and the City Council without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraphs I and II of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment. A refusal by City of Lawrenceville and the City Council to approve this requested rezoning, with only such additional conditions as agreed to by the Applicant and/or owner, so as to permit the only feasible economic use of the Property, would be unconstitutional between the Applicant, owner, and similarly situated property owners, in violation of Article I, Section I, Paragraph II of the Constitution of the State by discriminating of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment.

Conclusion

The applicant and owner respectfully request that the City of Lawrenceville City Council, Planning Commission and Planning Staff approve and support the Applicant's rezoning request to allow for the development of a new, mixed, affordable residential development for seniors. The developer and their representatives welcome the opportunity to meet with all interested parties and representatives.

Sincerely,

Hayley Todd

Zoning Manager, Planners and Engineers Collaborative, Inc.

LEGAL DESCRIPTION
OVERALL TRACT

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

BEGIN at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Sholas Road (100 public right of way) and the west side of Belmond Drive, said rebar being the POINT OF BEGINNING;

THENCE leaving said northerly right of way of Hurricane Sholas Road and proceed along west side of Belmont Drive the following courses and distances: N09°16'26"W a distance of 150.00 feet to a point; along a curve turning to the left with an arc length of 17.15 feet, having a radius of 477.46 feet, being subtended by a chord bearing of N13°13'16"W, and a chord length of 17.15 feet to a set 1/2 inch rebar with cap; thence leaving west side of Belmont Drive and proceed S71°50'02"W a distance of 172.21 feet to a found 1 inch open top pipe; thence N29°29'14"W a distance of 82.00 feet to a set 1/2 inch rebar with cap; thence N29°29'14"W a distance of 166.68 feet to a found 3/4 inch crimp top pipe; thence N29°31'46"W a distance of 1126.71 feet to a found 1/2 inch rebar; thence N28°38'00"W a distance of 89.38 feet to a found 1/2 inch rebar disturbed; thence N29°51'52"W a distance of 215.63 feet to a found 1/2 inch open top pipe; thence N60°14'41"E a distance of 534.10 feet to a set 1/2 inch rebar with cap; thence S25°36'58"E a distance of 542.89 feet to a set 1/2 inch rebar with cap; thence S25°35'53"E a distance of 120.00 feet to a set 1/2 inch rebar with cap; thence S26°02'46"E a distance of 109.92 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.03 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.05 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 300.00 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 39.14 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 135.51 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 100.05 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 123.28 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 120.13 feet to a found 1 1/2 inch open top pipe disturbed; thence S25°40'40"E a distance of 169.95 feet to a set 1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way the following courses and distances: S80°23'13"W a distance of 127.22 feet to a set 1/2 inch rebar with cap; S80°23'13"W a distance of 119.89 feet to a set 1/2 inch rebar with cap; S78°18'55"W a distance of 61.35 feet to a found 3/4 inch rebar, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 872,175 square feet or 20.022 acres.

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LEGAL DESCRIPTION
TRACT 1

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

BEGIN at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Sholas Road (100 public right of way) and the west side of Belmond Drive, said rebar being the POINT OF BEGINNING;

THENCE leaving said northerly right of way of Hurricane Sholas Road and proceed along west side of Belmont Drive the following courses and distances: N09°16'26"W a distance of 150.00 feet to a point; along a curve turning to the left with an arc length of 17.15 feet, having a radius of 477.46 feet, being subtended by a chord bearing of N13°13'16"W, and a chord length of 17.15 feet to a set 1/2 inch rebar with cap; thence leaving west side of Belmont Drive and proceed S71°50'02"W a distance of 172.21 feet to a found 1 inch open top pipe; thence N29°29'14"W a distance of 82.00 feet to a set 1/2 inch rebar with cap; thence N29°29'14"W a distance of 166.68 feet to a found 3/4 inch crimp top pipe; thence N29°31'46"W a distance of 1126.71 feet to a found 1/2 inch rebar; thence N28°38'00"W a distance of 89.38 feet to a found 1/2 inch rebar disturbed; thence N29°51'52"W a distance of 215.63 feet to a found 1/2 inch open top pipe; thence N60°14'41"E a distance of 534.10 feet to a set 1/2 inch rebar with cap; thence S25°36'58"E a distance of 542.89 feet to a set 1/2 inch rebar with cap; thence S25°35'53"E a distance of 120.00 feet to a set 1/2 inch rebar with cap; thence S26°02'46"E a distance of 109.92 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.03 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.05 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 300.00 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 39.14 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 135.51 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 100.05 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 123.28 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 120.13 feet to a found 1 1/2 inch open top pipe disturbed; thence S76°34'22"W a distance of 81.09 feet to a found 1 inch open top pipe disturbed; thence S76°34'22"W a distance of 120.15 feet to a set 1/2 inch rebar with cap on the east side of Belmont Drive; thence along said east side of Belmond Drive the following courses and distances: along a curve turning to the right with an arc length of 16.93 feet, having a radius of 498.43 feet, being subtended by a chord bearing of S10°44'31"E, and a chord length of 16.93 feet to a set 1/2 inch rebar with cap; S09°46'36"E a distance of 133.00 feet to a set1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way of Hurricane Shoals Road S78°18'55"W a distance of 61.35 feet to a found 3/4 inch rebar, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 836,960 square feet or 19.214 acres.

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LEGAL DESCRIPTION
TRACT 2

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

To find the POINT OF BEGINNING COMMENCE at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Shoals Road (100 public right of way) and the west side of Belmont Drive; thence along said northerly right of way of Hurricane Shoals Road N78°18'55"E a distance of 61.35 feet to a found 3/4 inch rebar at the intersection of said northerly right of way of Hurricane Shoals Road and the east side of Belmont Drive, said rebar being the POINT OF BEGINNING;

With the POINT OF BEGINNING thus established thence leaving said northerly right of way and proceed along east side of Belmont Drive N09°46'36"W a distance of 133.00 feet to a set 1/2 inch rebar with cap; along a curve turning to the left with an arc length of 16.93 feet, having a radius of 498.43 feet, being subtended by a chord bearing of N10°44'31"W, and a chord length of 16.93 feet to a set 1/2 inch rebar with cap; thence leaving said east side of Belmont Drive N76°34'22"E a distance of 120.15 feet to a found 1 inch open top pipe disturbed; thence S09°52'21"E a distance of 157.92 feet to a set 1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way S80°23'13"W a distance of 119.89 feet to a set 1/2 inch rebar with cap, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 18,437 square feet or 0.423 acres.

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LEGAL DESCRIPTION
TRACT 3

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

To find the POINT OF BEGINNING COMMENCE at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Shoals Road (100 public right of way) and the west side of Belmont Drive; thence along said northerly right of way of Hurricane Shoals Road N78°18'55"E a distance of 61.35 feet to a found 3/4 inch rebar at the intersection of said northerly right of way of Hurricane Shoals Road and the east side of Belmont Drive; thence continue along said northerly right of way N80°23'13"E a distance of 119.89 feet to a set 1/2 inch rebar with cap, said rebar being the POINT OF BEGINNING;

With the POINT OF BEGINNING thus established thence leaving said northerly right of way and proceed N09°52'21"W a distance of 157.92 feet to a found 1 inch open top pipe disturbed; thence N76°34'22"E a distance of 81.09 feet to a found 1 1/2 inch open top pipe disturbed; thence S25°40'40"E a distance of 169.95 feet to a set 1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way S80°23'13"W a distance of 127.22 feet to a set 1/2 inch rebar with cap, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 16,779 square feet or 0.385 acres.

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This drawing is the property of Planners and Engineers Collaborative and is not to be used in whole or part for any other project without written authorization from Planners and Engineers Collaborative.

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

1. MONUMENTS PLACED OR FOUND AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY, AND SHOWN HEREON.

2. ADDRESS(ES) OF THE SURVEYED PROPERTY: BELMONT DRIVE AT HURRICANE SHOALS ROAD, LAWRENCEVILLE, GEORGIA 30046

3. FLOOD ZONE INFORMATION IS INCLUDED IN GENERAL NOTES, NOTE 2.

4. GROSS LAND AREA OF SUBJECT PROPERTY IS:
   TRACT ONE: 19.214 ACRES / 836,960 SQ. FT.
   TRACT TWO: 0.385 ACRES / 16,779 SQ. FT.
   TRACT THREE: 0.423 ACRES / 18,437 SQ. FT.
   TOTAL SITE: 20.022 ACRES.

6(A). IF THE CURRENT ZONING CLASSIFICATION, SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, LIST THE ABOVE ITEMS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.

6(B). IF THE ZONING SETBACK REQUIREMENTS SPECIFIC TO THE SURVEYED PROPERTY ARE SET FORTH IN A ZONING REPORT OR LETTER PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE, AND IF THOSE REQUIREMENTS DO NOT REQUIRE AN INTERPRETATION BY THE SURVEYOR, GRAPHICALLY DEPICT THOSE REQUIREMENTS ON THE PLAT OR MAP AND IDENTIFY THE DATE AND SOURCE OF THE REPORT OR LETTER.

8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SOWN HEREON.

10. THERE ARE NO ENCROACHMENTS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS LOCATED ON THE PROPERTY, AND NO ENCROACHMENTS ONTO THE PROPERTY BY BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS SITUATED ON ADJOINING PREMISES, EXCEPT AS FOLLOWS:.

11. OBSERVED EVIDENCE OF UNDERGROUND UTILITIES EXISTING ON OR SERVING THE SURVEYED PROPERTY LOCATED AND SHOWN HEREON. NO ADDITIONAL LOCATE OR INVESTIGATION OF UTILITIES REQUESTED BY THE CLIENT.

13. ADJACENT OWNER INFORMATION IS SHOWN HEREON AS REQUIRED BY GEORGIA STANDARDS.

14. DISTANCE FROM PROPERTY TO INTERSECTION OF THE (NEAREST STREET) IS SHOWN HEREON.

16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

17. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION SUPPLIED AND TO THE SURVEYOR'S BEST KNOWLEDGE ARE APPROXIMATELY AS SHOWN. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.

2. I HAVE EXAMINED THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR GWINNETT COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13135C0073E, PANEL 73 OF 155, EFFECTIVE DATE SEPTEMBER 29, 2006 AND FOUND NO PORTION OF THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "A" (AREAS OF 100 YEAR FLOOD). THE PROPERTY SHOWN HEREON TO FALL WITHIN A DESIGNATED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.

3. THE ORTHOMETRIC HEIGHTS (ELEVATIONS AND CONTOURS) SHOWN HEREON WERE DETERMINED BY GPS OBSERVATIONS AND WERE ADJUSTED BY PLANNERS AND ENGINEERS COLLABORATIVE IN AUGUST 2025. NORTH AMERICAN DATUM OF 1983 (NAD83), NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEORGIA WEST ZONE STATE PLANE COORDINATES.

4. THE TERM "CERTIFICATION" RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

5. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.

6. NO ZONING INFORMATION PROVIDED FOR BUILDING SETBACKS.

7. THIS SURVEY WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF GEORGIA.

8. THE PROPERTY HAS DIRECT ACCESS TO HURRICANE SHOALS ROAD, A DEDICATED PUBLIC STREET OR HIGHWAY.

9. THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

811 Know what's below. Call before you dig.

LEGAL DESCRIPTION – OVERALL TRACT

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THENCE leaving said northerly right of way of Hurricane Shoals Road and proceed along west side of Belmont Drive the following courses and distances: N09°16'26"W a distance of 150.00 feet to a point; along a curve turning to the left with an arc length of 17.15 feet, having a radius of 477.46 feet, being subtended by a chord bearing of N13°13'16"W, and a chord length of 17.15 feet to a set 1/2 inch rebar with cap; thence leaving west side of Belmont Drive and proceed S71°50'02"W a distance of 172.21 feet to a found 1 inch open top pipe; thence N29°29'14"W a distance of 82.00 feet to a set 1/2 inch rebar with cap; thence N29°29'14"W a distance of 166.68 feet to a found 3/4 inch crimp top pipe; thence N29°31'46"W a distance of 1126.71 feet to a found 1/2 inch rebar; thence N28°38'00"W a distance of 89.38 feet to a found 1/2 inch rebar disturbed; thence N29°51'52"W a distance of 215.63 feet to a found 1/2 inch open top pipe; thence N60°14'41"E a distance of 534.10 feet to a set 1/2 inch rebar with cap; thence S25°36'58"E a distance of 542.89 feet to a set 1/2 inch rebar with cap; thence S25°35'53"E a distance of 120.00 feet to a set 1/2 inch rebar with cap; thence S26°02'46"E a distance of 109.92 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.03 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.05 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 300.00 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 39.14 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 135.51 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 100.05 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 123.28 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 120.13 feet to a found 1 1/2 inch open top pipe disturbed; thence S25°40'40"E a distance of 169.95 feet to a set 1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way the following courses and distances: S80°23'13"W a distance of 127.22 feet to a set 1/2 inch rebar with cap; S80°23'13"W a distance of 119.89 feet to a set 1/2 inch rebar with cap; S78°18'55"W a distance of 61.35 feet to a found 3/4 inch rebar, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 872,175 square feet or 20.022 acres.

LEGAL DESCRIPTION – TRACT 1

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

BEGIN at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Shoals Road (100 public right of way) and the west side of Belmont Drive, said rebar being the POINT OF BEGINNING;

THENCE leaving said northerly right of way of Hurricane Shoals Road and proceed along west side of Belmont Drive the following courses and distances: N09°16'26"W a distance of 150.00 feet to a point; along a curve turning to the left with an arc length of 17.15 feet, having a radius of 477.46 feet, being subtended by a chord bearing of N13°13'16"W, and a chord length of 17.15 feet to a set 1/2 inch rebar with cap; thence leaving west side of Belmont Drive and proceed S71°50'02"W a distance of 172.21 feet to a found 1 inch open top pipe; thence N29°29'14"W a distance of 82.00 feet to a set 1/2 inch rebar with cap; thence N29°29'14"W a distance of 166.68 feet to a found 3/4 inch crimp top pipe; thence N29°31'46"W a distance of 1126.71 feet to a found 1/2 inch rebar; thence N28°38'00"W a distance of 89.38 feet to a found 1/2 inch rebar disturbed; thence N29°51'52"W a distance of 215.63 feet to a found 1/2 inch open top pipe; thence N60°14'41"E a distance of 534.10 feet to a set 1/2 inch rebar with cap; thence S25°36'58"E a distance of 542.89 feet to a set 1/2 inch rebar with cap; thence S25°35'53"E a distance of 120.00 feet to a set 1/2 inch rebar with cap; thence S26°02'46"E a distance of 109.92 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.03 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 110.05 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 300.00 feet to a set 1/2 inch rebar with cap; thence S25°40'28"E a distance of 39.14 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 135.51 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 100.05 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 123.28 feet to a set 1/2 inch rebar with cap; thence S25°51'42"E a distance of 120.13 feet to a found 1 1/2 inch open top pipe disturbed; thence S76°34'22"W a distance of 81.09 feet to a found 1 inch open top pipe disturbed; thence S76°34'22"W a distance of 120.15 feet to a set 1/2 inch rebar with cap on the east side of Belmont Drive; thence along said east side of Belmont Drive the following courses and distances: along a curve turning to the right with an arc length of 16.93 feet, having a radius of 498.43 feet, being subtended by a chord bearing of S10°44'31"E, and a chord length of 16.93 feet to a set 1/2 inch rebar with cap; S09°46'36"E a distance of 133.00 feet to a set1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way of Hurricane Shoals Road S78°18'55"W a distance of 61.35 feet to a found 3/4 inch rebar, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 836,960 square feet or 19.214 acres.

LEGAL DESCRIPTION – TRACT 2

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

To find the POINT OF BEGINNING COMMENCE at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Shoals Road (100 public right of way) and the west side of Belmont Drive; thence along said northerly right of way of Hurricane Shoals Road N78°18'55"E a distance of 61.35 feet to a found 3/4 inch rebar at the intersection of said northerly right of way of Hurricane Shoals Road and the east side of Belmont Drive, said rebar being the POINT OF BEGINNING;

With the POINT OF BEGINNING thus established thence leaving said northerly right of way and proceed along east side of Belmont Drive N09°46'36"W a distance of 133.00 feet to a set 1/2 inch rebar with cap; along a curve turning to the left with an arc length of 16.93 feet, having a radius of 498.43 feet, being subtended by a chord bearing of N10°44'31"W, and a chord length of 16.93 feet to a set 1/2 inch rebar with cap; thence leaving said east side of Belmont Drive N76°34'22"E a distance of 120.15 feet to a found 1 inch open top pipe disturbed; thence S09°52'21"E a distance of 157.92 feet to a set 1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way S80°23'13"W a distance of 119.89 feet to a set 1/2 inch rebar with cap, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 18,437 square feet or 0.423 acres.

LEGAL DESCRIPTION – TRACT 3

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

To find the POINT OF BEGINNING COMMENCE at a found 3/4 inch rebar located at the intersection of northerly right of way line of Hurricane Shoals Road (100 public right of way) and the west side of Belmont Drive; thence along said northerly right of way of Hurricane Shoals Road N78°18'55"E a distance of 61.35 feet to a found 3/4 inch rebar at the intersection of said northerly right of way of Hurricane Shoals Road and the east side of Belmont Drive; thence continue along said northerly right of way N80°23'13"E a distance of 119.89 feet to a set 1/2 inch rebar with cap, said rebar being the POINT OF BEGINNING;

With the POINT OF BEGINNING thus established thence leaving said northerly right of way and proceed N09°52'21"W a distance of 157.92 feet to a found 1 inch open top pipe disturbed; thence N76°34'22"E a distance of 81.09 feet to a found 1 1/2 inch open top pipe disturbed; thence S25°40'40"E a distance of 169.95 feet to a set 1/2 inch rebar with cap on said northerly right of way of Hurricane Shoals Road; thence along said northerly right of way S80°23'13"W a distance of 127.22 feet to a set 1/2 inch rebar with cap, said rebar being the POINT OF BEGINNING.

Tract or parcel contains 16,779 square feet or 0.385 acres.



SITE MAP (NTS)

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS COLLECTED USING A TOPCON TOTAL STATION "ES103", "ES105", GEOMAX ZOOM90 ROBOTIC STATATION, A GEOMAX ZENIUS800 SERIES DATA COLLECTOR, eGPS 2011, GNSS RECEIVER WITH A SITE-LOCALIZED RTK NETWORK, AND HAS A RELATIVE POSITIONAL ACCURACY OF 0.1 FEET.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 279,688 FEET.

To Lincoln Avenue Communities:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1–4, 8, 9, 10, 13, and 16 of Table A thereof. The field work was completed on: 7/25/2025

Date of Map or Plat: 8/6/2025

_____
Surveyor's Signature

_____
Printed name

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

Date of Map or Plat: 8/6/2025

PEC+ (4)
Planners & Engineers Collaborative+
LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORISTS + SURVEYING & CONSTRUCTION + WATER RESOURCES
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770)451-2741 WWW.PEC.PLUS
C.O.A. LSF000004

REVISIONS

REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			

LAND LOT(S) 10
DISTRICT 7TH

ALTA/NSPS LAND TITLE SURVEY
FOR
LINCOLN AVENU ECOMMUNITIES
AND
TITLE COMPANY

CITY OF LAWRENCEVILLE

GWINNETT COUNTY
GEORGIA

SHEET 1 OF 2
DRAWN BY: MS
CHECKED BY: MCS
FILE NO.: 20244.00
DATE: 08/06/2025
SCALE: 1" = 60'
DATE OF FIELD WORK: 7/25/25

0 30 60 120

RZM2025-00021
RECEIVED AUGUST 11, 2025
PLANNING & DEVELOPMENT DEPARTMENT

This drawing is the property of Planners and Engineers Collaborative and is not to be used in whole or part without the written permission of Planners and Engineers Collaborative.

ABBREVIATIONS

APPROX.	Approximate	IPS	Iron Pin Set
#4	1/2" Rebar	LP	Light Pole
C&G	Curb and Gutter	MW	Monitoring Well
CLF	Chain Link Fence	N/F	Now or Formerly
CMP	Corrugated Metal Pipe	OCS	Outlet Control Structure
CO	Clean Out	OTP	Open Top Pipe
CPP	Corrugated Plastic Pipe	PB	Plat Book
CTP	Crimp Top Pipe	PG	Page
DB	Deed Book	PKF	PK Nail Found
DI	Drop Inlet	PKS	PK Nail Set
DE	Drainage Easement	POB	Point of Beginning
EOP	Edge of Pavement	POC	Point of Commencement
EPP	Electric Power Pole	PVC	Polyvinyl Chloride Pipe
EPAN	Electric Panel	RBC	Rebar Capped
ESMT	Easement	RCP	Reinforced Concrete Pipe
FES	Flared End Section	RMW	Right of Way Monument
FFE	Finish Floor Elevation	SSE	Sanitary Sewer Easement
FH	Fire Hydrant	SSMH	Sanitary Sewer Manhole
FLGP	Flag Pole	TRAN	Transformer
FOMRK	Fiber Optic Marker	TTB	Telephone Terminal Box
GA	Georgia	TSIGP	Traffic Signal Pole
GM	Gas Meter	TSIGB	Traffic Signal Loop Control Box
GW	Guy Wire	USTR	Utility Structure
HDR	Hand Rail	VCP	Vitrified Clay Pipe
H.W.	Hard Wood	W.O.F.	Wood Fence
HW	Headwall	WM	Water Meter
ICV	Irrigation Control Valve	WV	Water Valve
I.E.	Invert Elevation	XF	Crosswalk Signal Pole
IPF	Iron Pin Found		

LINETYPES

PROPERTY
- Adjacent Property
- Property Line
- Center of Creek

FENCE LINES
- Barb Wire Fence
- Chain link fence
- Wood Fence
- Woven Wire Fence

SITE / TOPOGRAPHIC FEATURES
- Guardrail

EXISTING OVERHEAD
- Overhead Wires

EXISTING UNDERGROUND
- Cable
- Electric
- Fiber Optic
- Gas
- Telecommunications
- Water
- Television
- Storm Drainage Line
- Sanitary Sewer

STRUCTURE LEGEND

CABLE / TV
- Cable / TV Marker
- Cable / TV Pedestal
- Cable / TV Manhole
- Cable / TV Handhole
- Cable / TV Cable Box

ELECTRIC/POWER
- Transformer
- Guy Wire
- Electric Meter
- Power Pole/Utility Pole
- Street Light/Light Pole
- Electric Panel
- Electric Box
- Electric Manhole
- Electric Handhole
- Electric / Power Marker
- Spot Light

FIBER OPTIC
- Fiber Optic Marker
- Fiber Optic Manhole
- Fiber Optic Pedestal

GAS
- Gas Meter
- Gas Valve
- Gas Fill Cap
- Gas Manhole
- Gas Marker
- Gas Pressure Relief Valve
- Gas Vault
- Gas Vent Pipe

PAVEMENT MARKING
- Turn Arrow Left
- Turn Arrow Right
- Traffic Arrow Straight

PROPERTY MONUMENTS
- Right-of-Way Monument Found
- Concrete Monument Found
- Iron Pin Set
- Iron Pin Found (Rebar found)
- PK Nail Set
- PK Nail Found
- Point
- Benchmark

MISCELLANEOUS UTILITIES
- Utility Structure

SEWER
- Grease Trap
- Sanitary Sewer Manhole
- Cleanout

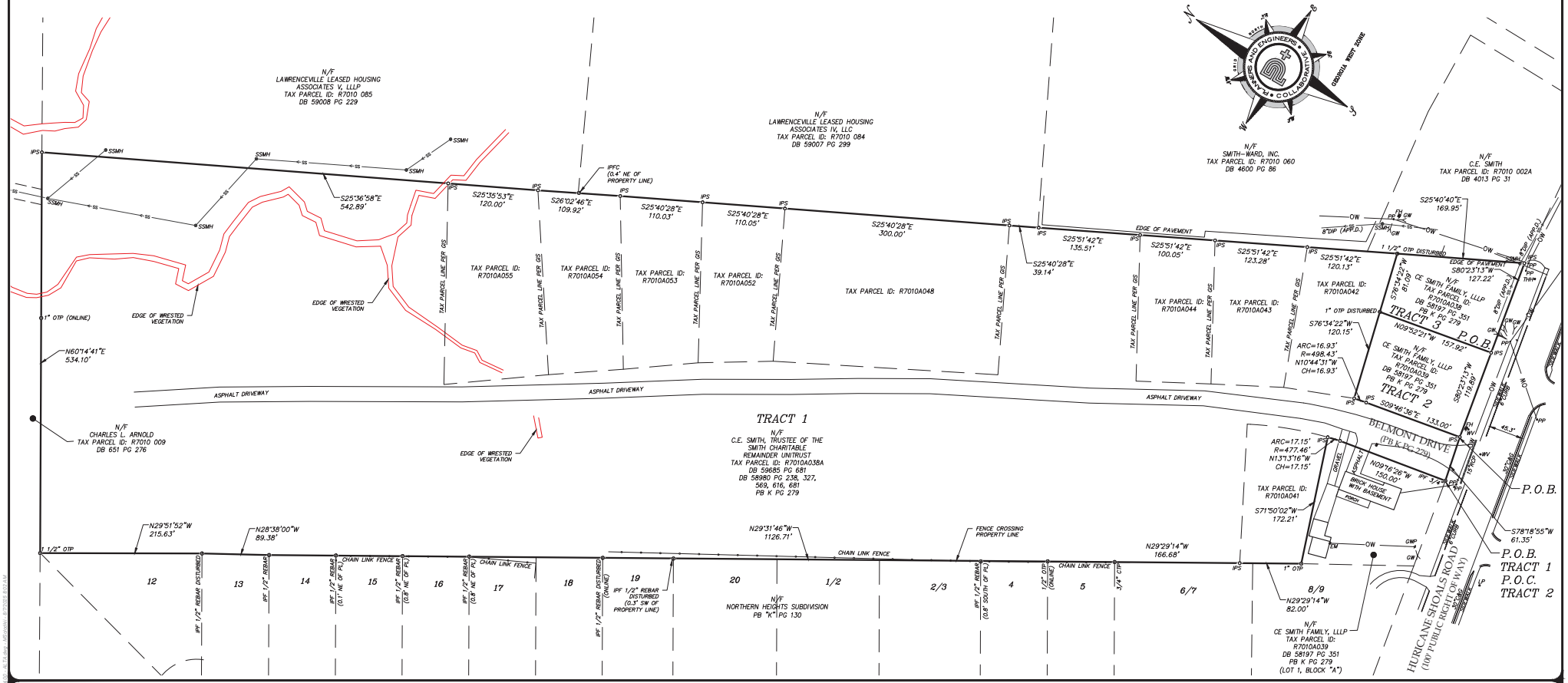
SITE / TOPOGRAPHIC FEATURES
- Street Sign
- Air Condition Unit
- Mailbox
- Satellite Dish
- Flag Pole

STORM / DRAINAGE
- Storm Structure Lid
- Drop Inlet
- Catch Basin
- Single Wing Catch Basin
- Double Wing Catch Basin
- Weir Inlet
- Head Wall
- Junction Box

TELEPHONE
- Telephone Terminal Box
- Telephone Marker
- Telephone Handhole Box
- Telephone Manhole
- Telephone Cabinet

WATER
- Fire Hydrant
- Irrigation Control Valve
- Water Meter
- Water Valve
- Fire Department Connection
- Water Vault
- Pressure Irrigation Valve
- Water Vent Pipe
- Water Valve Marker
- Water Marker
- Water Manhole
- Water Air Release Valve
- Water Back Flow Preventer
- Sprinkler Head
- Sprinkler Valve

Know what's below. Call before you dig. 811



REVISIONS			
REV	DATE	DESCRIPTION	BY
5			
4			
3			
2			
1			

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ALTA/NSPS LAND TITLE SURVEY

FOR

LINCOLN AVENU ECOMMUNITIES AND TITLE COMPANY

LAND LOT(S) 10
DISTRICT 7TH
CITY OF LAWRENCEVILLE
GWINNETT COUNTY GEORGIA

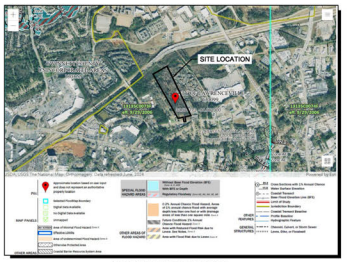
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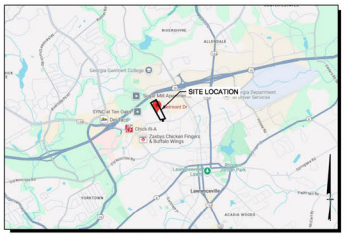
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FEMA FIRM MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

SITE DATA:	
SITE AREA	19.35 AC
ZONING	
EXISTING ZONING	BG (GENERAL BUSINESS) LM (LIGHT MANUFACTURING)
PROPOSED ZONING	CMU
ZONING JURISDICTION	CITY OF LAWRENCEVILLE
USE CALCULATIONS	
MULTI-FAMILY UNITS	204 UNITS
COTTAGE UNITS	24 UNITS
TOWNHOME UNITS	24 UNITS
TOTAL PROPOSED DENSITY	252 UNITS (13 UPA)
CMU STANDARDS	
MAX BUILDING HEIGHT	45 FT
REQUIRED BUFFERS	50' ADJACENT TO SINGLE FAMILY
TOWNHOME/ COTTAGE DEVELOPMENT STANDARDS	
FRONT SETBACK	25 FT
SIDE SETBACK	20 FT
REAR SETBACK	20 FT
MAX BUILDING HEIGHT	35 FT
MULT-FAMILY DEVELOPMENT STANDARDS	
MIN LOT WIDTH	100 FT
FRONT SETBACK	50 FT
SIDE SETBACK	25 FT
REAR SETBACK	40 FT
MAX BUILDING HEIGHT	70 FT
COMMON SPACE CALCULATIONS	
COMMON SPACE REQUIRED	15% (2.9 AC)
COMMON SPACE PROPOSED	47% (9.29 AC)
PARKING REQUIREMENTS	
MULTI-FAMILY PARKING PROVIDED	308 SPACES (1.5 SPACES PER UNIT)
COTTAGE PARKING PROVIDED	57 SPACES (2.38 SPACES PER UNIT)
TOWNHOME PARKING PROVIDED	102 (4.25 SPACES PER UNIT)
TOTAL PARKING PROVIDED	467 SPACES

GENERAL NOTES:

VARIANCE TO REDUCE '50 BUFFER TO 30' BUFFER BETWEEN PROPOSED COTTAGES AND EXISTING SINGLE FAMILY AS SHOWN ON PLAN

24 HOUR CONTACT:
RYAN SCHULTZ

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PEACHTREE CORNERS, GA 30092

PROJECT

BELMONT ESTATES

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

BELMONT DRIVE @ HURRICANE SHOALS RD
LAWRENCEVILLE, GA 30046

GWINNETT COUNTY

FOR

LINCOLN AVENUE COMMUNITIES

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

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

PRELIMINARY
NOT TO BE RELEASED FOR CONSTRUCTION

CONCEPTUAL MASTER PLAN

0 50 100 200 300

SCALE: 1" = 100'
DATE: 08/08/2025
PROJECT: 20244.00A

C1
SHEET



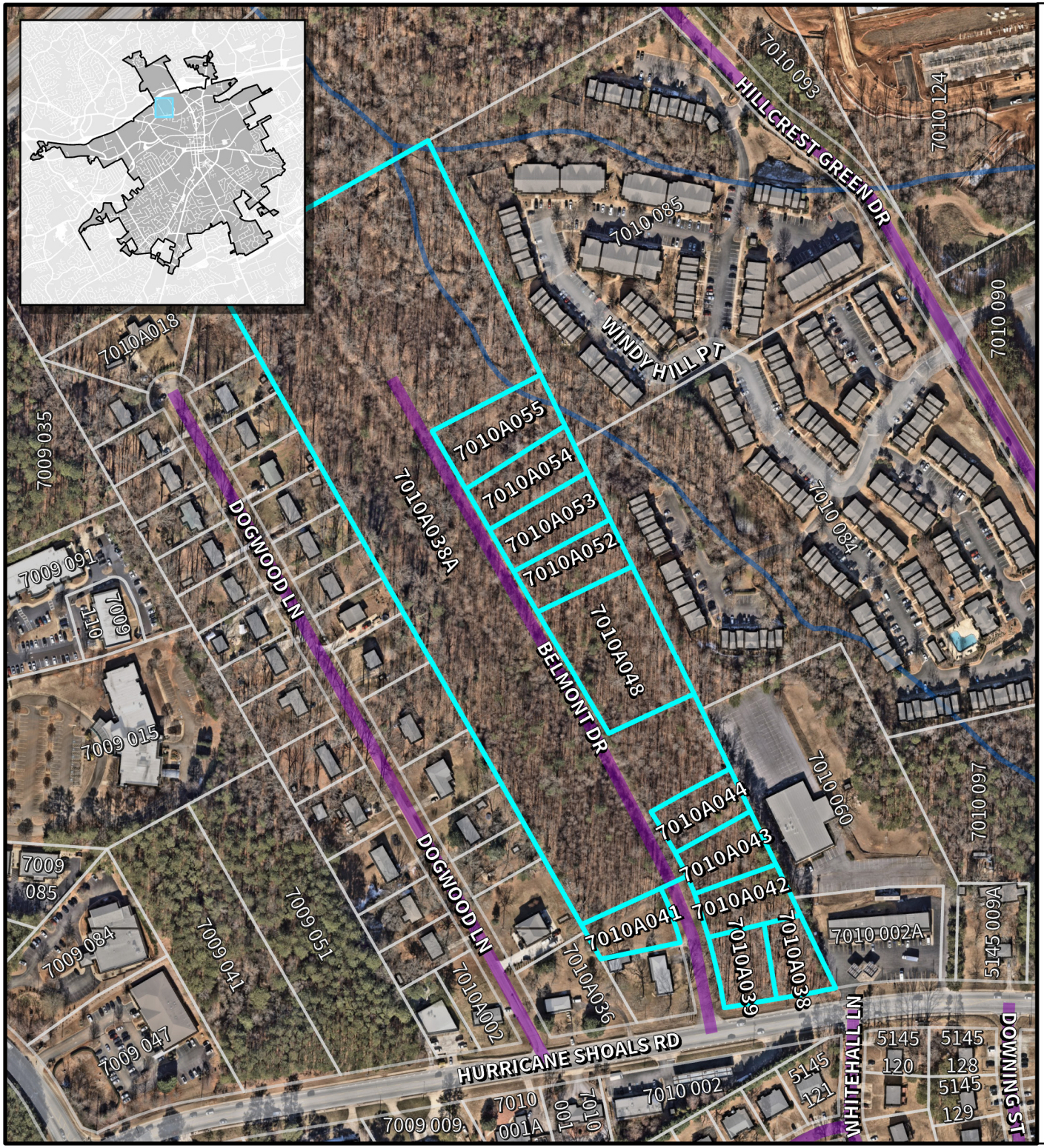
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LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

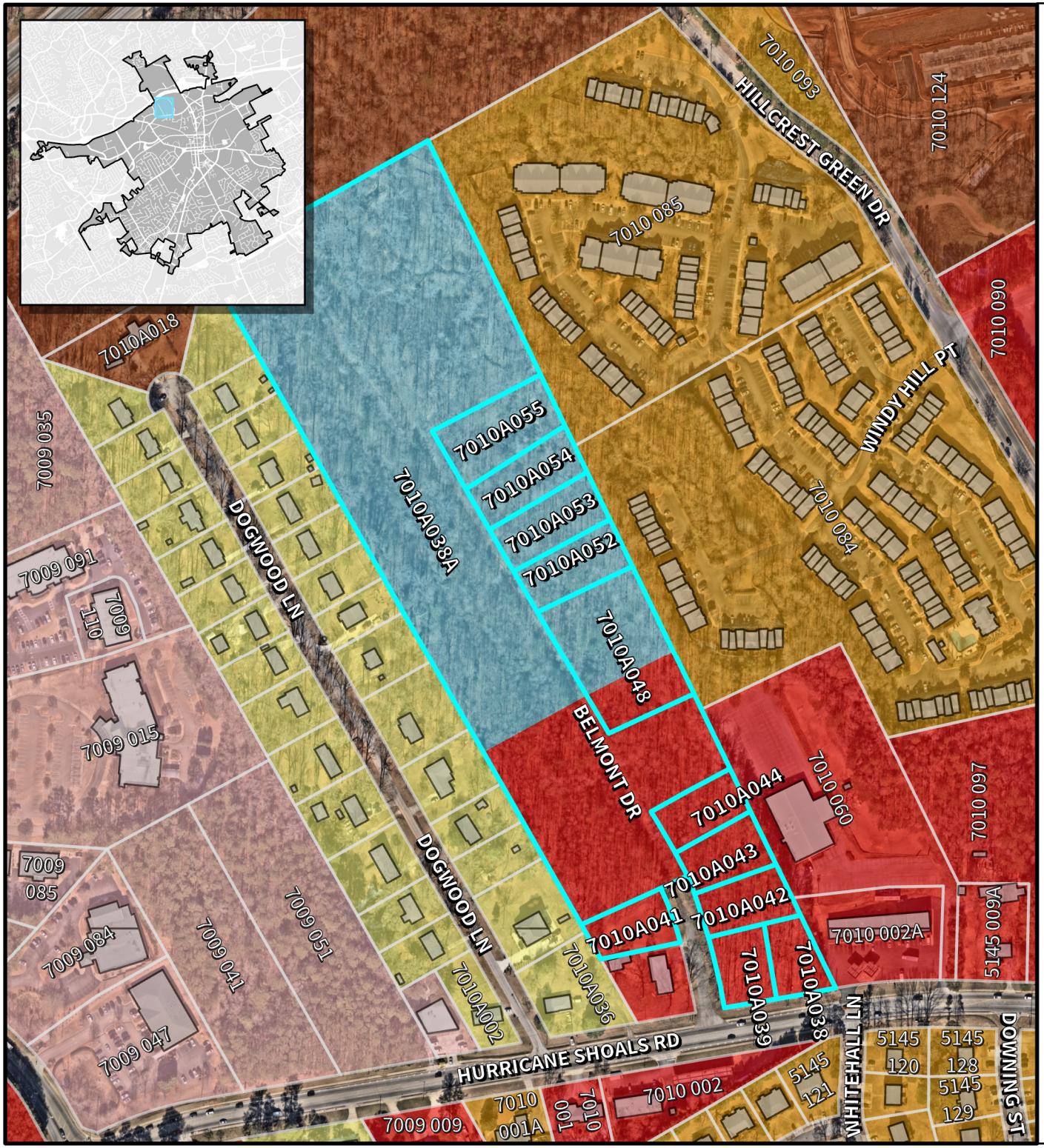
Applicant: Hayley Todd - Planners & Engineers Collaborative

- Subject Property (~19.73 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

Applicant: Hayley Todd - Planners & Engineers Collaborative

Subject Property (~19.73 acres)

Lawrenceville City Limits

Zoning Districts

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

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

Applicant: Hayley Todd - Planners & Engineers Collaborative

Subject Property (~19.73 acres)

Lawrenceville City Limits

2045 Character Areas

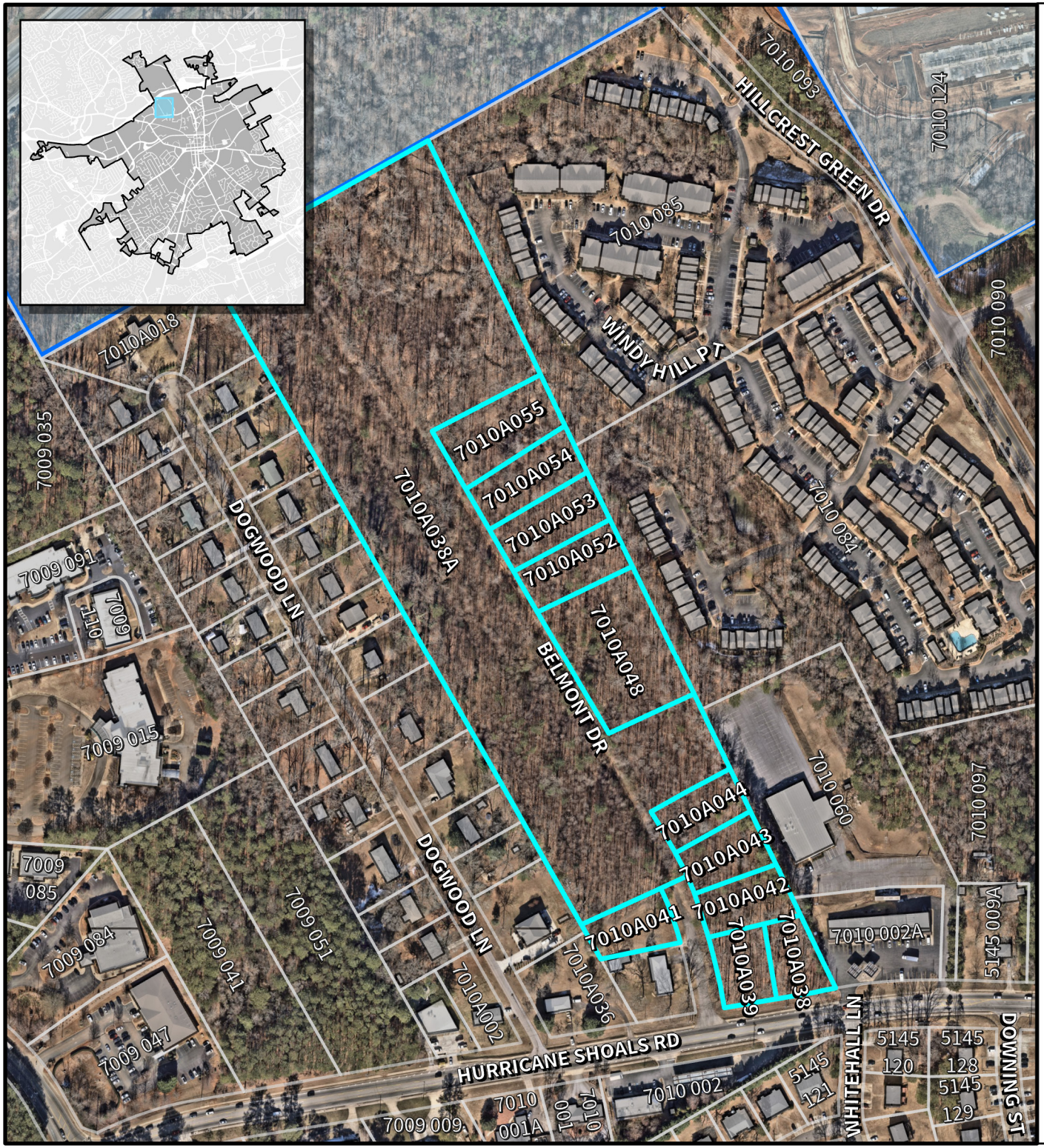
Community Mixed Use

Medical Services Cluster

Scale: 1:3,600

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LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

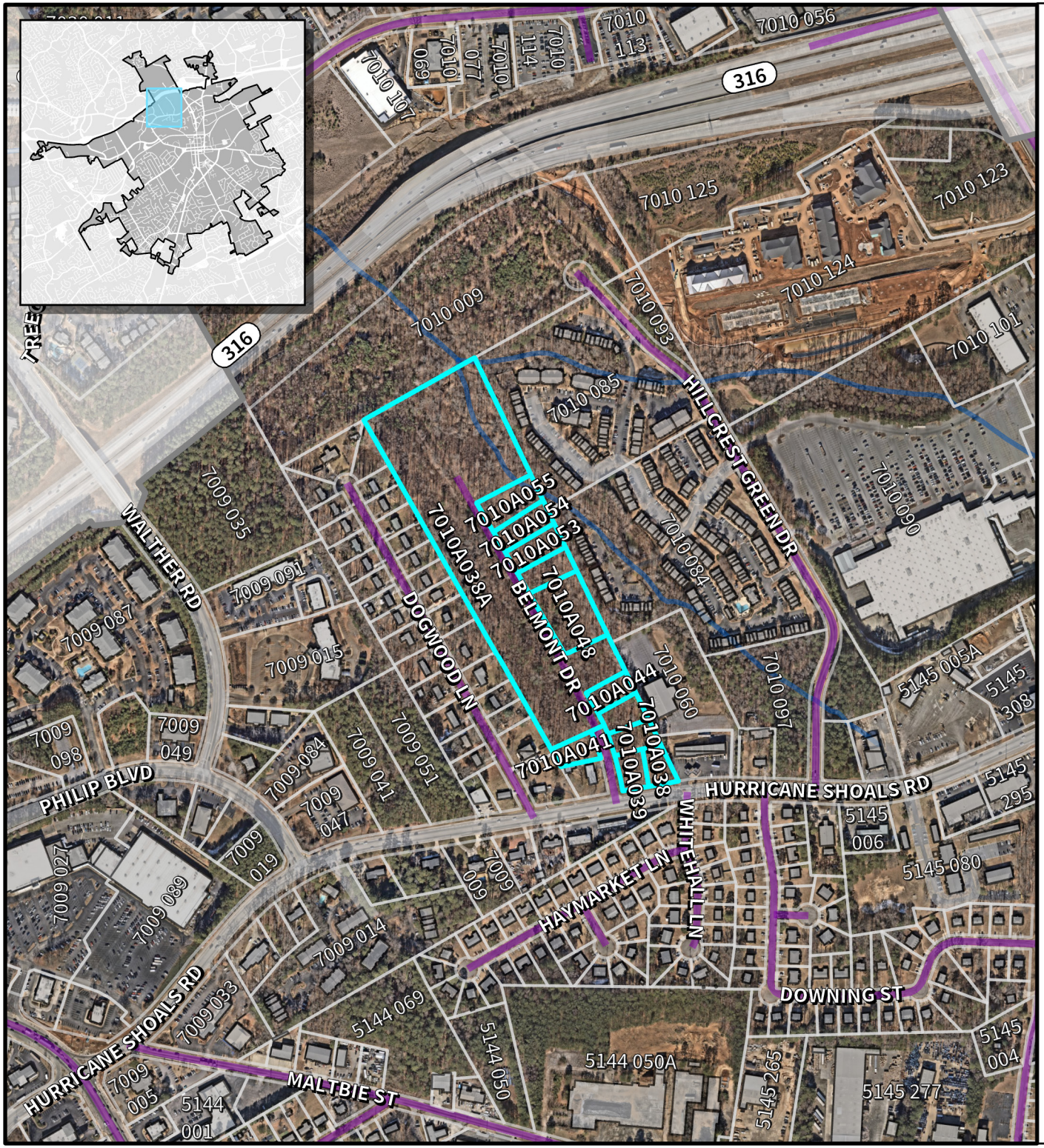
Applicant: Hayley Todd - Planners & Engineers Collaborative

- Subject Property (~19.73 acres)
- Lawrenceville City Limits
- DDA Boundary

Scale: 1:3,600

0 125 250 500 Feet

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LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

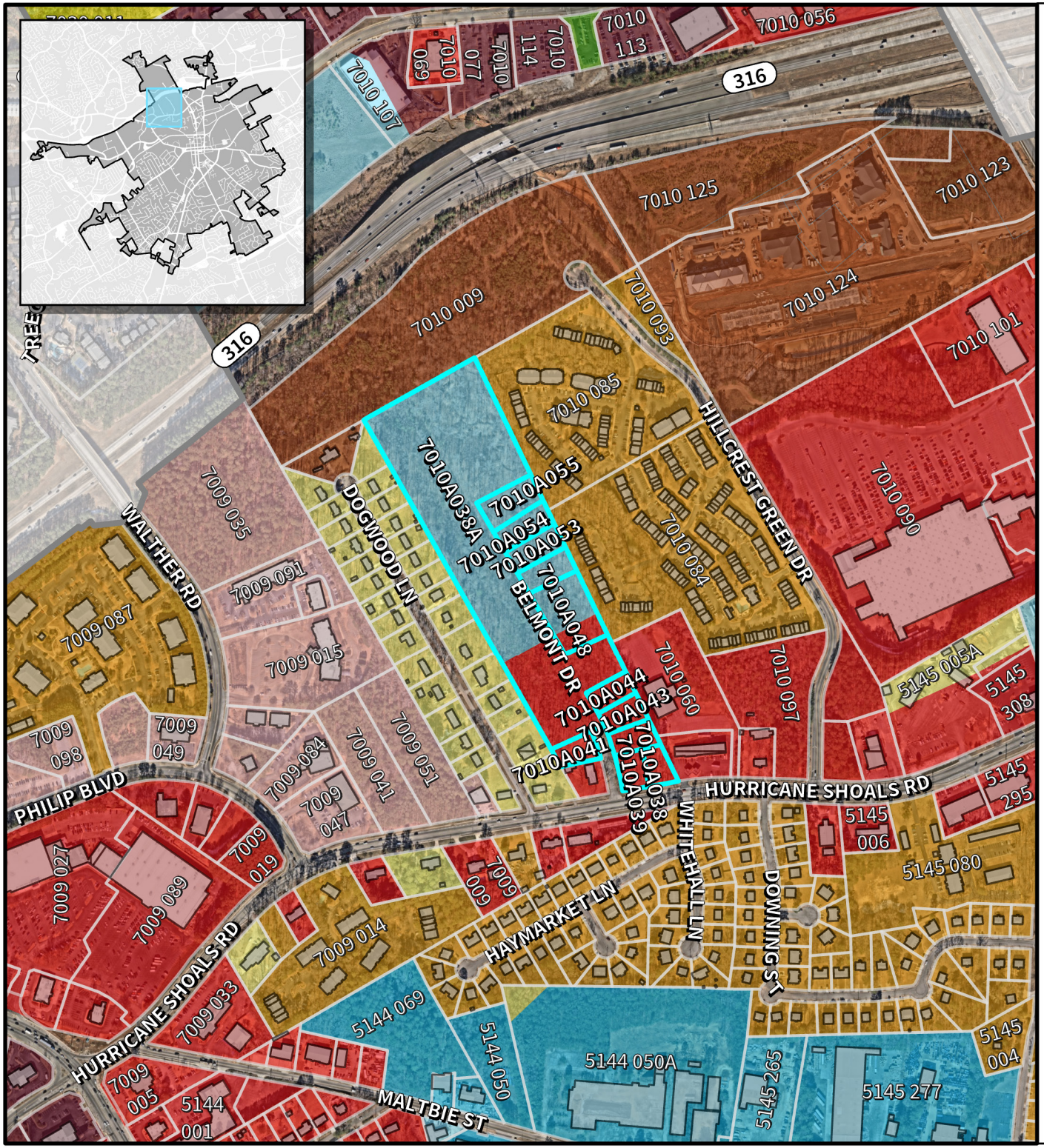
Applicant: Hayley Todd - Planners & Engineers Collaborative

- Subject Property (~19.73 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:7,200

0 250 500 1,000 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

Applicant: Hayley Todd - Planners & Engineers Collaborative

- Subject Property (~19.73 acres)
- Lawrenceville City Limits

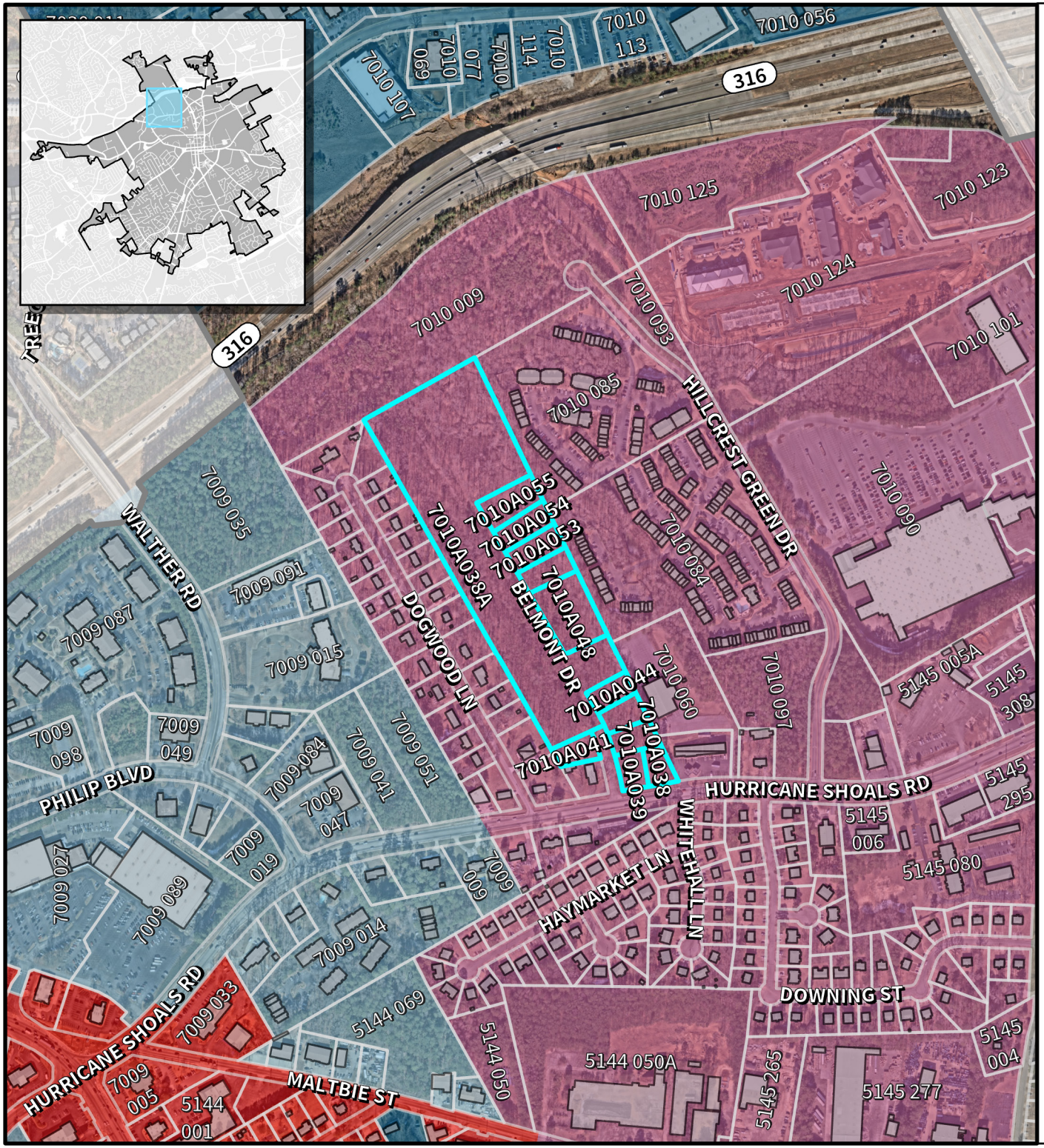
Zoning Districts

AR	Agricultural Residential
BG	General Business
HSB	Highway Service Business
LM	Light Manufacturing
HM	Heavy Manufacturing
OI	Office/Institutional
CMU	Community Mixed Use
RM-12	Multifamily Residential
RS-150	Single-Family Residential
RS-180	Single-Family Residential

N

Scale: 1:7,200

0 250 500 1,000 Feet



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

Applicant: Hayley Todd - Planners & Engineers Collaborative

- Subject Property (~19.73 acres)
- Lawrenceville City Limits

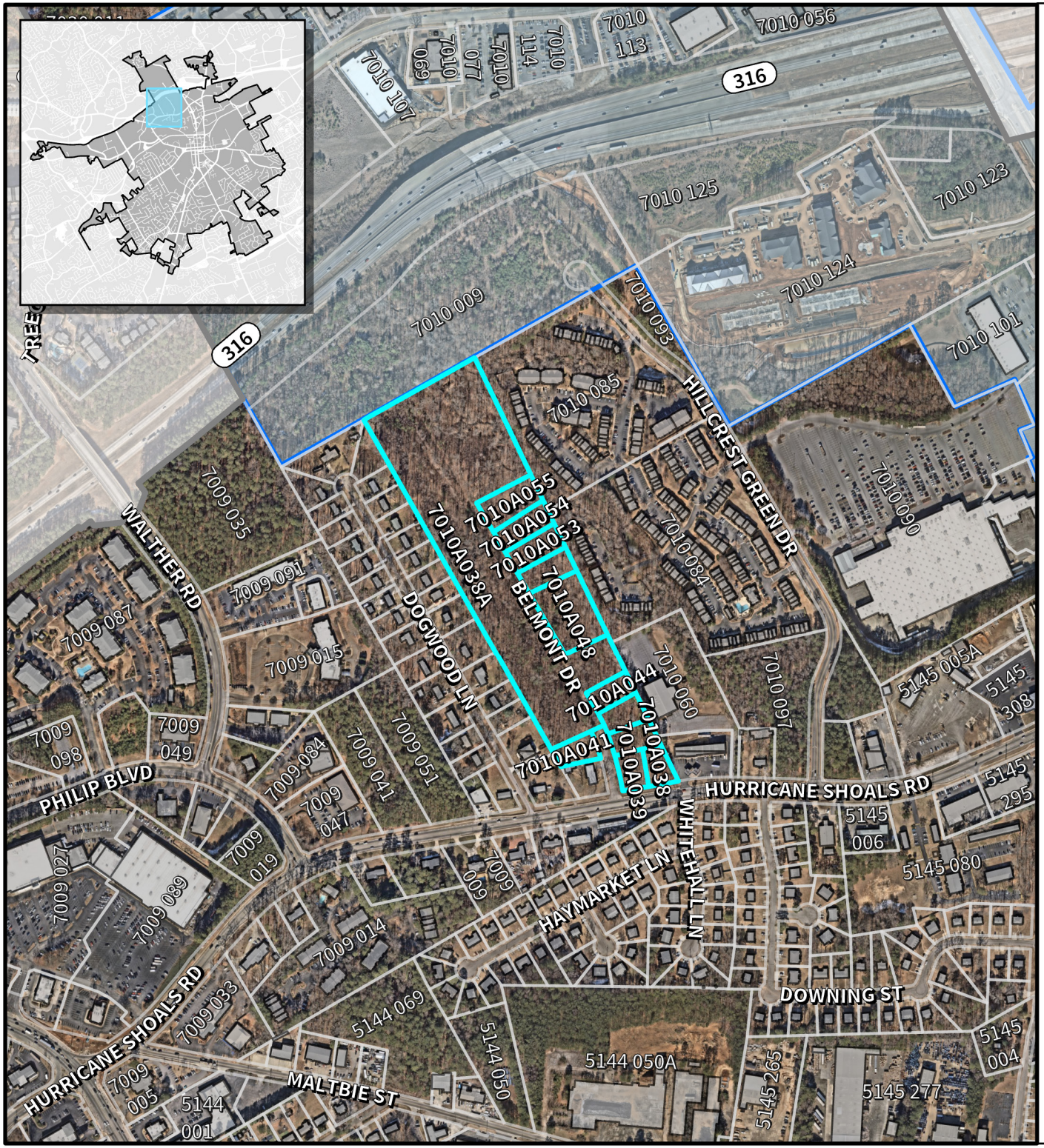
2045 Character Areas

- Downtown
- Community Mixed Use
- Commercial Corridor
- Medical Services Cluster
- Education Center

Scale: 1:7,200

0 250 500 1,000 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZM2025-00021

Applicant: Hayley Todd - Planners & Engineers Collaborative

- Subject Property (~19.73 acres)
- Lawrenceville City Limits
- DDA Boundary

Scale: 1:7,200

0 250 500 1,000 Feet

N

GWINNETT COUNTY
DEPARTMENT OF WATER RESOURCES
684 Winder Highway | Lawrenceville, GA 30045-5012
678.376.6700
www.gwinnettcounty.com | www.gwinnetth2o.com

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RECEIVED AUGUST 11, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Date: 8/6/2025

Applicant: Ramona Booker @ PEC+

Case No.: _____

Email: RBooker@pec.plus

Development Name: Belmont Estates

Location: Belmont Dr.

DISTRICT: 70 **LANDLOT:** 10A **PARCEL:** 038A

WATER AVAILABILITY:

The available utility records show that the subject development is currently in the vicinity of a 16 inch water main located on the North right-of-way of In front of the subject parcel crossing Belmont Dr. running east and west.

Demands imposed by the proposed development may require upsizing or extensions of existing water mains in order to meet Gwinnett County Standards and fire flow demands. Any cost associated with such required improvements will be the responsibility of the development and will not be provided by this department. Current Gwinnett County Standards require a minimum of 12" pipe size for commercial developments and a minimum of 8" pipe size for residential developments, including connections to existing mains. This department makes no guarantees as to the minimum pressures or volumes available at a specific point within its system. It is the responsibility of the developer's engineer to confirm pressure and volumes are available for the development.

SANITARY SEWER AVAILABILITY:

The available utility records show that the subject development is currently in the vicinity of a 8 inch sanitary sewer main located On the NE corner of the subject parcel running north and south.

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Proposed Development Utility Letter

Sewer Availability continued

The subject development is located within the Collins Hill Business Park Service area. This does not guarantee there is sewer capacity to serve this development. A Sewer Capacity Certification must be obtained from Gwinnett County to confirm the existing system can serve the development.

Demands imposed by the proposed development may require upsizing and/or extensions of existing sewer mains, and/or upsizing of an existing pump station, and/or installation of a new pump station. Any cost associated with such required improvements will be the responsibility of the development and will not be provided by this department. The developer shall provide easements for future sewer connection to all locations designated by Gwinnett County during plan review.

Water, Sewer, and Stormwater Requirements

Extensions of the water and/or sanitary sewer systems within the subject development must conform to this department's policies, Gwinnett County's ordinances, and the Water Main and Sanitary Sewer Design and Construction Standards and Specifications, dated April 5th, 2016. Subsequent to design, construction, inspection, and final acceptance of the required utilities, service would then become available under the applicable utility permit rate schedules.

Stormwater facilities must comply with the current Gwinnett County codes and ordinances.

Private Road Developments

Any development with private roads must comply with the Standard Policy Requirement for the Installation of Water and Sanitary Sewer Mains within Private Developments. This policy stipulates minimum easement requirements and location of public mains and appurtenances, among other requirements.

Master Water Meter

Master water meters are only allowed under certain conditions to be approved by Gwinnett County. If there are multiple owners within one property, master meters will not be allowed. Individual water meters must be placed off of county-maintained water mains.

NOTE: As-built information for this department is dependent upon outside entities to provide record drawings for the utilities. Therefore, this department does not guarantee the accuracy of the information provided.

Respectfully,

Robert Krasnoff

Gwinnett County Department of Water Resources
Infrastructure Support
678-376-7139

RZM2025-00021
RECEIVED AUGUST 11, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

TO: Ramona Booker

FROM: Todd Hardigree, Gas Director

DATE: August 6, 2025

SUBJECT: LOA for Belmont Estates

Please be advised that the City of Lawrenceville has natural gas available for the proposed development referenced as **"Belmont Estates"**. Natural gas main is located on the right of way on or near the proposed sight and the City will install and provide services to the proposed development provided we receive an original copy of the attached signed "Gas Main Agreement". Gas tap applications are now to be completed on our website at https://www.lawrencevilleutilities.com/223/Tap-Application. Tap fees are determined based on equipment installed, length and total gas load. There is ample capacity on our gas main at this location to supply your needs.

If you need any additional information, please do not hesitate to contact our office. The City of Lawrenceville looks forward to serving your project and thanks you for considering natural gas.

Sincerely,

Todd Hardigree
Gas Director

RZM2025-00021
RECEIVED AUGUST 11, 2025
PLANNING & DEVELOPMENT DEPARTMENT

8/5/25

Thank you for your request regarding:

Property:

Belmont Estates

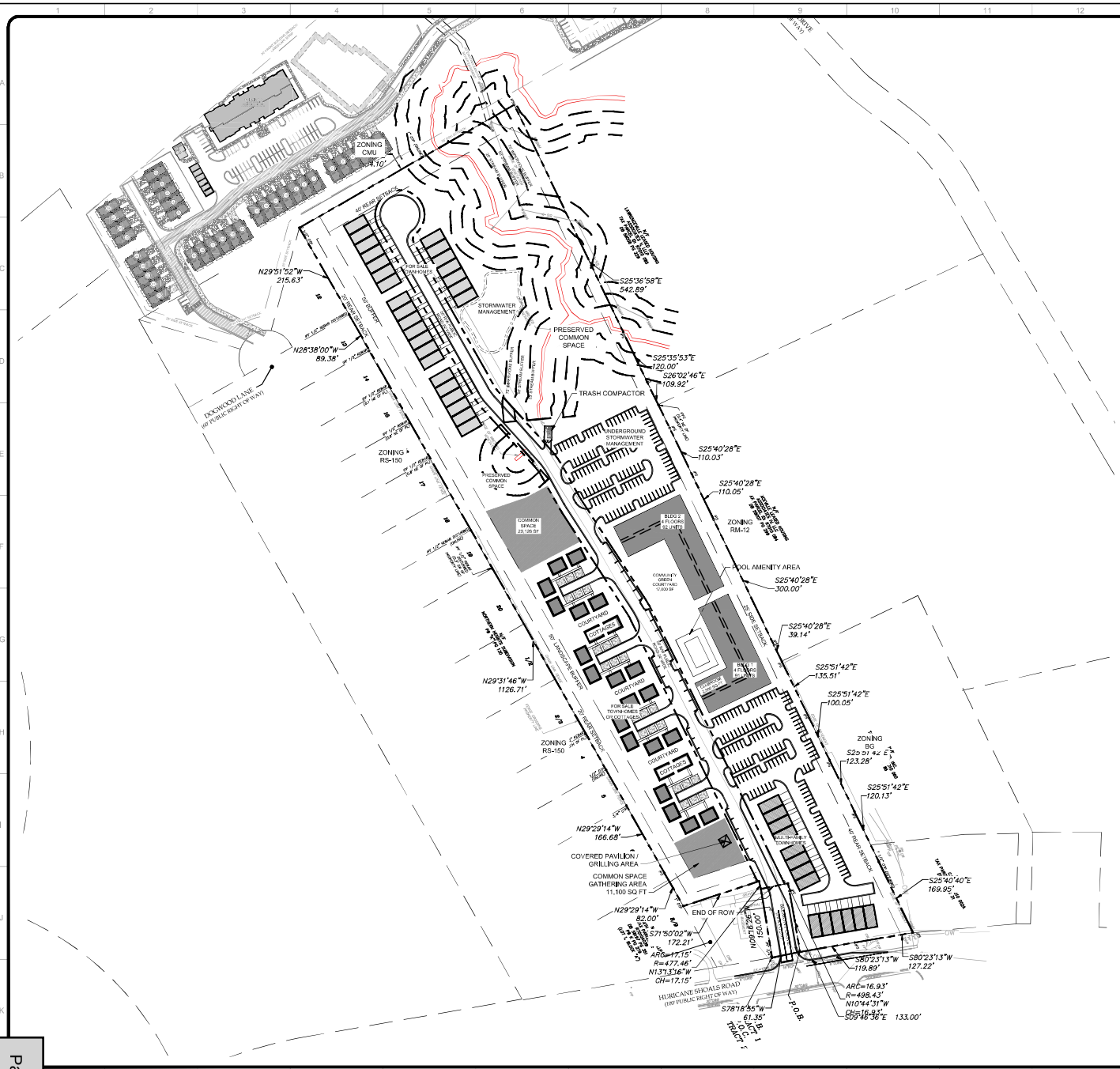
Comcast has facilities in this area and could potentially be the service provider for this property. However, this information is submitted to you under the following conditions:

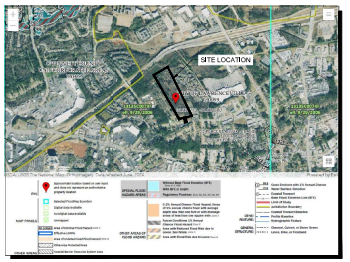
1. This is not an agreement or bid to begin work.
2. Service to the property will be based upon easement allowances made via final plat.
3. This letter does not bind or commit Comcast to any construction schedule.

If we may provide any additional information, or if you have questions, please feel free to contact me at.

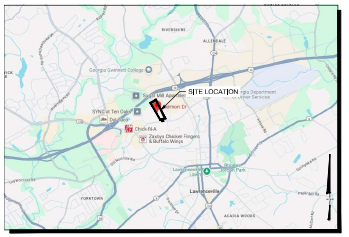
Thank You
Patrick Mise
Comcast Business Development
Mobile 678 898 3201
Patrick_mise@cable.comcast.com

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FEMA FIRM MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

SITE DATA	
SITE AREA	19.35 AC
ZONING	
EXISTING ZONING	BG (GENERAL BUSINESS) LM (LIGHT MANUFACTURING)
PROPOSED ZONING	CMU
ZONING JURISDICTION	CITY OF LAWRENCEVILLE
USE CALCULATIONS	
4 STORY MULTI-FAMILY UNITS	183 UNITS
TOWNHOME MULTI-FAMILY UNITS	14 UNITS
FOR SALE COTTAGE OR TOWNS	24 UNITS
FOR SALE TOWNHOMES	27 UNITS
TOTAL PROPOSED DENSITY	248 UNITS (12.82 UPA)
CMU STANDARDS	
MAX BUILDING HEIGHT	52 FEET (VARIANCE FROM 45 FEET)
REQUIRED BUFFERS	50' ADJACENT TO SINGLE FAMILY
TOWNHOME/ COTTAGE DEVELOPMENT STANDARDS	
FRONT SETBACK	5 FT
SIDE SETBACK	5 FT
REAR SETBACK	5 FT
MAX BUILDING HEIGHT	35 FT
MULTI-FAMILY DEVELOPMENT STANDARDS	
MIN LOT WIDTH	100 FT
FRONT SETBACK (HURRICANE SHOALS	20 FEET
FRONT SETBACK (INTERNAL R/W ROAD	10 FEET
SIDE SETBACK	25 FT
REAR SETBACK	40 FT
MAX BUILDING HEIGHT	52 FT MAX HEIGHT
COMMON SPACE CALCULATIONS	
COMMON SPACE REQUIRED	15% (2.9 AC)
COMMON SPACE PROPOSED	47% (9.29 AC)
PARKING REQUIREMENTS	
MULTI-FAMILY PARKING PROVIDED	375 SPACES (1.51 SPACES PER UNIT)
COTTAGE PARKING PROVIDED	52 SPACES (2.10 SPACES PER UNIT)
TOWNHOME PARKING PROVIDED	164 (4.10 SPACES PER UNIT)
TOTAL PARKING PROVIDED	491 SPACES

24 HOUR CONTACT:
RYAN SCHULTZ

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PEACHTREE CORNERS, GA 30092

PROJECT

BELMONT ESTATES

A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

BELMONT DRIVE @ HURRICANE SHOALS RD
LAWRENCEVILLE, GA 30046

GWINNETT COUNTY

FOR

LINCOLN AVENUE COMMUNITIES

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION
*1	09-09-2025	KW	COUNCIL COMMENTS
*2	09-10-2025	KW	CLIENT COMMENTS
*3	09-17-2025	KW	ADDED FOR SALE UNITS

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

GEORGIA REGISTERED PROFESSIONAL ENGINEER KENNETH J WOOD No. 34330

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # 0000059389 EXP. 10/31/2027

ZONING MASTER PLAN

0 50 100 200 300

SCALE: 1" = 100'
DATE: 08/25/2025
PROJECT: 20244.00A

Z1
SHEET

The contents this drawings and specifications are the property of PEC+ and shall not be reused in whole or in part for any other project without the written authorization of PEC+. Visual Contact with these drawings and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	RZR2025-00030; North DTL CC PH1, LLC; 854 North Clayton Street
Department:	Planning and Development
Date of Meeting:	Wednesday, November 19, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Rezone from BG (General Business) to CMU (Community Mixed Use) to allow for a housing master plan.
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Staff Conditions

---

Summary: The applicant requests a rezoning of an approximately 0.58-acre parcel from BG (General Business District) to CMU (Community Mixed-Use District), in addition to approved rezoning cases RZR2024-00025 and RZR2025-00029. This would represent a shift towards higher-density residential development in place of the established commercial, multifamily residential, office institutional and one-family residential zoning. The subject property is located on the eastern right-of-way of North Clayton Street, just south of its intersection with North Clayton Connector Road. It is located on the far northeastern extent of the overall proposal as detailed in cases RZR2024-00025, RZR2025-00029, RZR2025-00030.

Attachments/Exhibits:

- RZR2025-00030_P&D RPRT COND ATTCH_10132025.pdf
- RZR2025-00030_P&D REC CNDS_10072025.pdf
- RZR2025-00030_PC REC CNDS_11032025.pdf

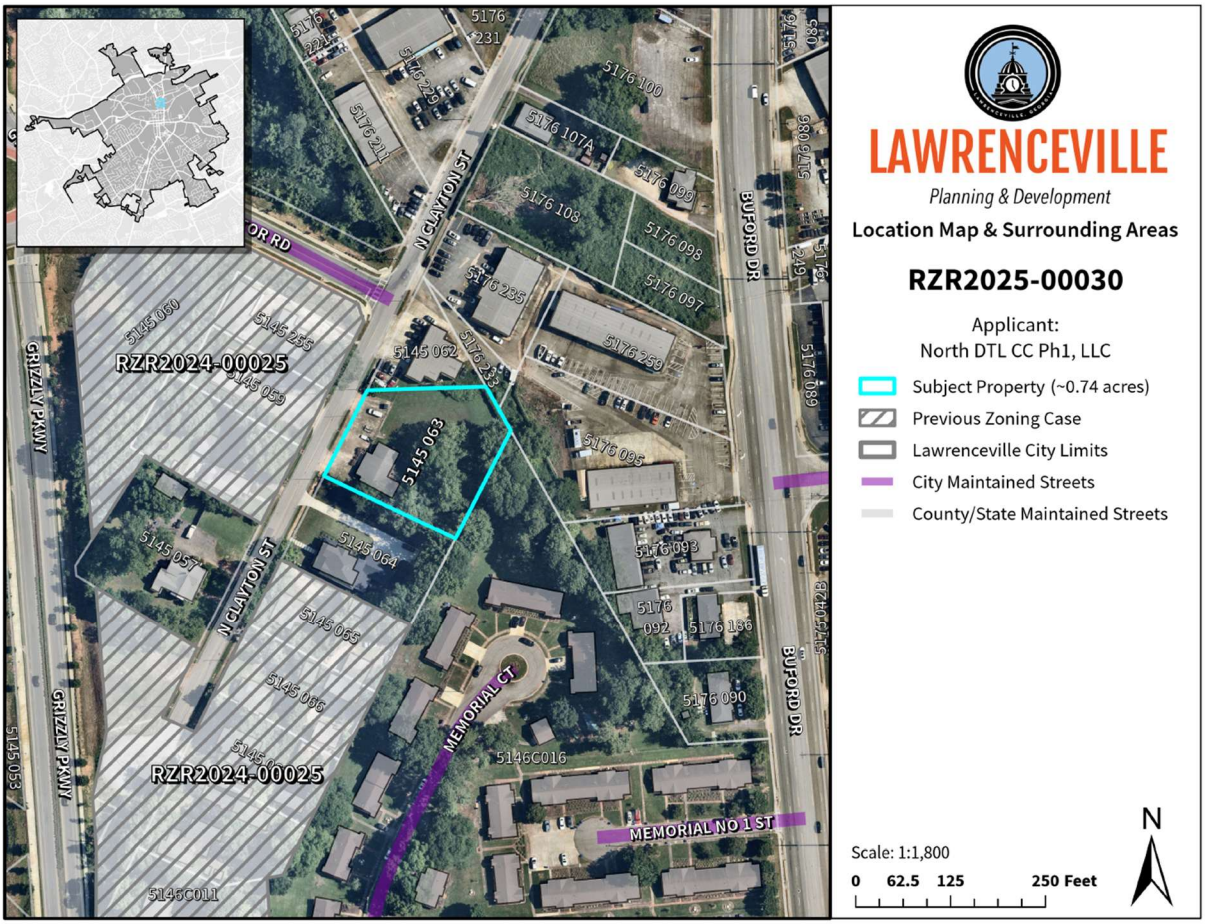
LAWRENCEVILLE

Planning & Development

REZONING

CASE NUMBER(S):	**RZR2025-00030**
APPLICANT(S):	NORTH DTL CC PH1, LLC
PROPERTY OWNER(S):	CARLTON & DOLORES BOHON
LOCATION(S):	854 NORTH CLAYTON STREET
PARCEL IDENTIFICATION NUMBER(S):	R5145 063
APPROXIMATE ACREAGE:	0.58 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED ZONING:	CMU (COMMUNITY MIXED-USE DISTRICT)
PROPOSED DEVELOPMENT:	ADDITION OF LAND/UNITS TO THE PROPOSED DEVELOPMENT OF 88 TOWNHOUSES AND 14 ONE-FAMILY HOMES
DEPARTMENT RECOMMENDATION:	**APPROVAL WITH CONDITIONS**

VICINITY MAP



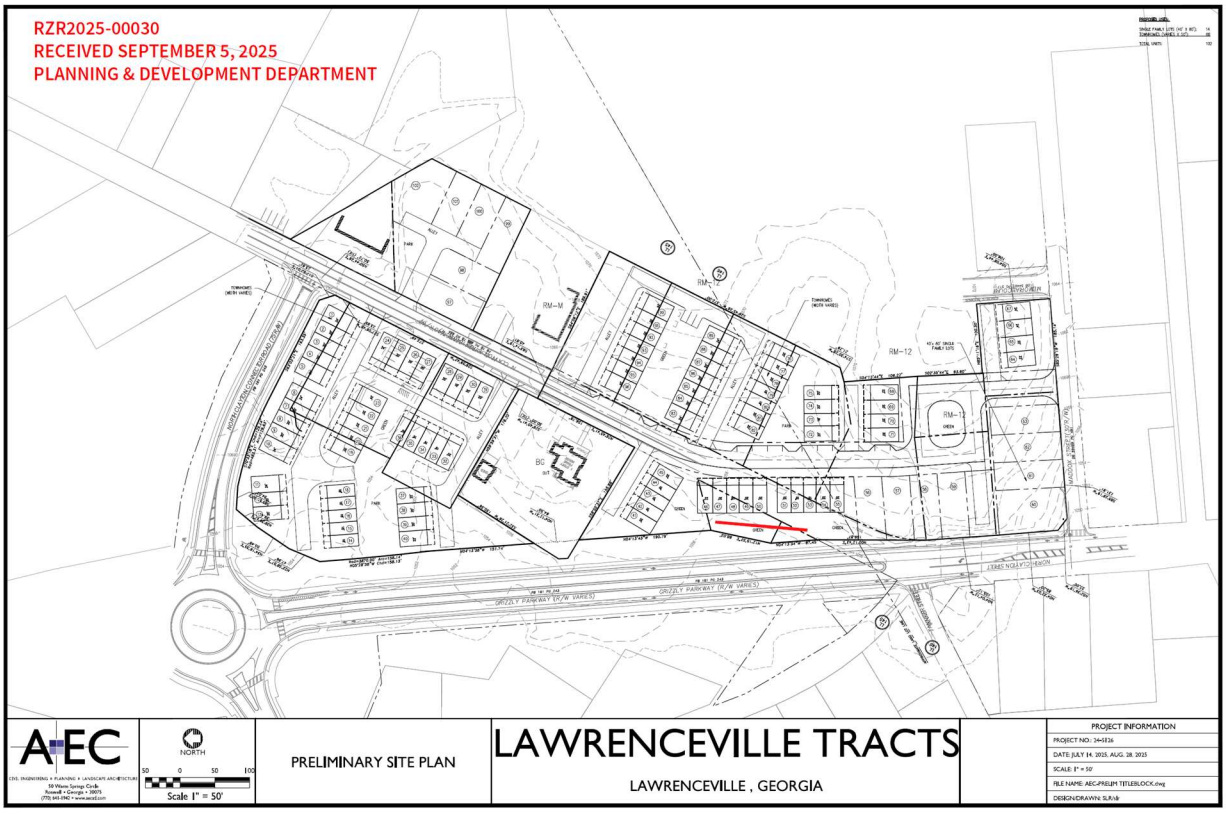
ZONING HISTORY

The earliest zoning records for the subject property show it as being zoned RS-120 (Single-Family Residential District) in 1960. The subject property was rezoned to the BG (General Business) zoning district on 10/6/2003, per rezoning case RZ-03-17. The property remains zoned BG today.

PROJECT SUMMARY

The applicant requests a rezoning of an approximately 0.58-acre parcel from BG (General Business District) to CMU (Community Mixed-Use District), an addition to approved rezoning cases RZR2024-00025 and RZR2025-00029. This would represent a shift towards higher-density residential development in place of the established commercial, multifamily residential, office institutional and one-family residential zoning. The subject property is located on the eastern right-of-way of North Clayton Street, just south of its intersection with North Clayton Connector Road. It is located on the far northeastern extent of the overall proposal as detailed in cases RZR2024-00025, RZR2025-00029, RZR2025-00030.

CONCEPT PLAN



ZONING AND DEVELOPMENT STANDARDS

The request represents a shift towards higher-density residential development in place of the traditional commercial, multifamily residential, office institutional and one-family residential zoning. By allowing for townhouses and smaller one-family homes, the development would likely increase housing density on the site, possibly making the area more walkable and increasing the local population.

As proposed, the development would consist of a mix of eighty-eight (88) attached and fourteen (14) detached dwellings and dwelling units for a total of one-hundred two (102) dwellings. They are described as follows:

1. **Detached Single Family**
    - Type: Detached Dwelling and Dwelling Unit
    - Building Height: Two Story (35 feet maximum)
    - Building Size: 2,400 to 3,200 square feet
    - Layout: Three bedrooms, two and one-half bathrooms
    - Features: Private yard, front and back porches, two-car garages
    - Architecture: The exterior will feature a blend of traditional and contemporary design elements using materials like brick, stacked stone, and wooden elements (cedar/cementitious shake or board-and-batten siding), which could evoke a more rustic or upscale neighborhood feel
    - Lot Area: 2,840 to 5,250 square feet (40 – 50 ft. width & 71 - 105 ft. depth)
2. **Townhomes**
    - Type: Attached Dwelling and Dwelling Units
    - Building Height: Three stories (35 feet maximum)
    - Building Size: 1,500 square feet
    - Configuration: Two bedrooms, two bathrooms
    - Features: Consolidated attached dwelling with shared common area, front stoops and back porches.
    - Architecture: The same style of materials will be used here, continuing the cohesive design theme across the development
    - Lot Area: 1,440 to 1,600 square feet (18 – 20 ft. width & 80 ft. depth)

Approval of the requested CMU (Community Mixed Use) zoning district would require variances from the minimum standards as outlined below:

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. and 2.

Each CMU development shall include a mix of land uses, as indicated in the table below.

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

   Exception: The minimum percentage of gross land area for civic/institutional, commercial/retail, industrial or office land uses may be reduced administratively for CMU developments within the Infill District, which consist solely of RS-50 INF & RS-TH INF residential zoning and land uses. Exceptions to the rule shall be subject to the review and approval of the Director of the Planning and Development Department.

Land Use	*Percentage of Gross Land Area*			*Recommendation*
	Minimum	*Maximum*	*Proposed*	
Residential	*30%*	*75%*	*100%*	***Administrative Variance*** *(within Infill District)*
Civic/Institutional	*15%*	*50%*	*0%*	
Commercial/Retail, Light Industrial, Office	*15%*	*50%*	*0%*	

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

a. Single-family detached dwellings on large lots
b. Single-family detached dwellings on mid-size lots
c. Single-family detached dwellings on small lots (see RS-50 INF standards, below)

d. Townhouses (see RS-TH INF standards, below)
e. Multifamily

Article 1 Districts, Section 102.5 RS–50 INF – One-Family Infill Residential District, B. Lot Development Standards

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Lot Area	*3,500 sq. ft.*	*2,840 sq. ft.*	***Variance***
Minimum Lot Width	*50 feet*	*40 feet*	***Variance***
Minimum Front Yard Setback	*10 feet*	*10 feet*	*N/A*
Minimum Rear Yard Setback	*10 feet*	*10 feet*	*N/A*
Minimum Side Yard Setback	*5 feet*	*5 feet*	*N/A*
Minimum Heated Floor Area	*1,600 sq. ft. (1 story)* *1,800 sq. ft. (2 stories)*	*1,600 sq. ft. (1 story)* *1,800 sq. ft. (2 stories)*	*N/A*
Maximum Building Height	*35 feet*	*35 feet*	*N/A*

Article 1 Districts, Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Lot Area	*1,600 sq. ft.*	*1,440 sq. ft.*	***Variance***
Maximum Building Height	*35 feet*	*35 feet*	*N/A*
Maximum Number of Stories	*3 stories*	*3 stories*	*N/A*
Minimum Lot/Unit Width	*20 feet*	*18 feet*	***Variance***
Maximum Units Per Row (UPR)	*8 units*	*6 units*	*N/A*

Minimum Units Per Row (UPR)	*3 units*	*1 unit*	***Variance***
Minimum Front Yard Setback	*10 feet*	*10 feet*	*N/A*
Minimum Rear Yard Setback	*10 feet*	*10 feet*	*N/A*
Minimum Side Yard Setback	*0 feet*	*0 feet*	*N/A*
Minimum Heated Floor Area	*1,200 sq. ft. (2-bedroom)*	*1,500 sq. ft. (2-bedroom)*	*N/A*

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection C. Lot Development Standards

Standard	*Requirement*	*Proposal*	*Recommendation*
Minimum Lot Area	*5 acres*	*5.9 acres*	*N/A*
Road Frontage	*40 feet per lot*	*N/A*	*N/A*
Maximum Height	*45 feet*	*45 feet*	*N/A*
Internal Minimum Front Setback	*5-15 feet*	*10 feet*	*N/A*
Internal Minimum Side Setback	*10-20 feet*	*10 feet*	*N/A*
Internal Minimum Rear Setback	*25-50 feet*	*25 feet*	*N/A*
Minimum Setback along classified Arterials/Collectors	*50 feet*	*0 feet*	***Variance***

Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, Subsection I. Parking *and* ***Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required, Table 5-3***

Standard	*Requirement*	*Proposal*	*Recommendation*
Dwelling Unit (80 units)	*1.5 spaces per dwelling unit (120 spaces)*	*1.5 spaces per dwelling unit (120 spaces)*	*N/A*

Article 1 Districts, Section 102.5 RS–50 INF – One-Family Infill Residential District *and* ***Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, C. Site Development Standards, 2. Off-Street Parking***

Standard	Requirement	Proposal	Recommendation
Off-Street Attached or Garage	*2 spaces per dwelling unit (160 spaces)*	*2 spaces per dwelling unit (160 spaces)*	*N/A*
Off-Street Parking Lot	*2.5 spaces per dwelling unit (200 spaces)*		

Article 4 Buffers, Section 403 Buffers Table

Standard	Requirement	Proposal	Recommendation
CMU / BG	*N/A*	*N/A*	*N/A*
CMU / RM-12	*N/A*	*N/A*	*N/A*
CMU / RS-150	*50 ft*	*0 ft*	***Variance***

The specific variances requested are as follows:

- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards to provide that single-family detached lots shall be designed and developed in accordance with the standards set forth in Section 102.5 RS-50 INF – One-Family Infill Residential District, B Lot Development standards and that townhome lots shall be designed and developed in accordance with the standards set forth in Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and North Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, J. Parking, 1. Vehicle Parking. Allows for satisfaction of off-street parking in conformance with Section 102.5 RS-50 INF – One-Family Infill Residential District, C. Site Development Standards. 2. Off-Street Parking and Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, C. Site Development Standards. 2. Off-Street Parking.
- A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF –One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.

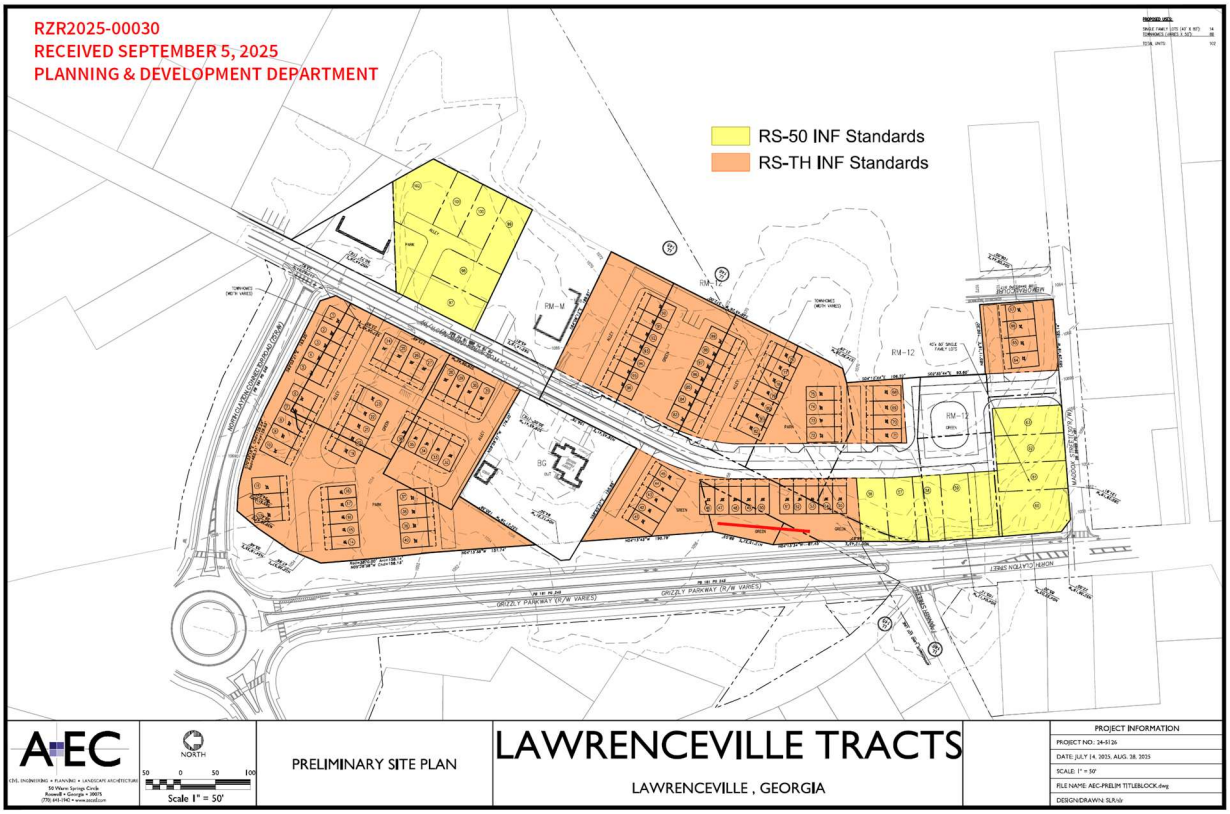
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).
- A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF –One-Family Infill Residential District, B. Lot Development Standards. TH INF –Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).
- A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF –Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.
- A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

The recently adopted RS-50 INF (One-Family Infill Residential District) and RS-TH INF (Townhouse-Family Infill Residential District) zoning districts have specific provisions that will impact the need for certain variances. Specifically, the Minimum Dwelling Separation rule indicates multiple detached one-family and attached townhouse dwellings on a singular lot could be developed and

constructed to the requirements of the International Residential Code (IRC), Part III, Section R302, which addresses Fire-Resistant Construction. Specific requirements of this section shall be reviewed and monitored throughout the development process, should this proposal be approved.

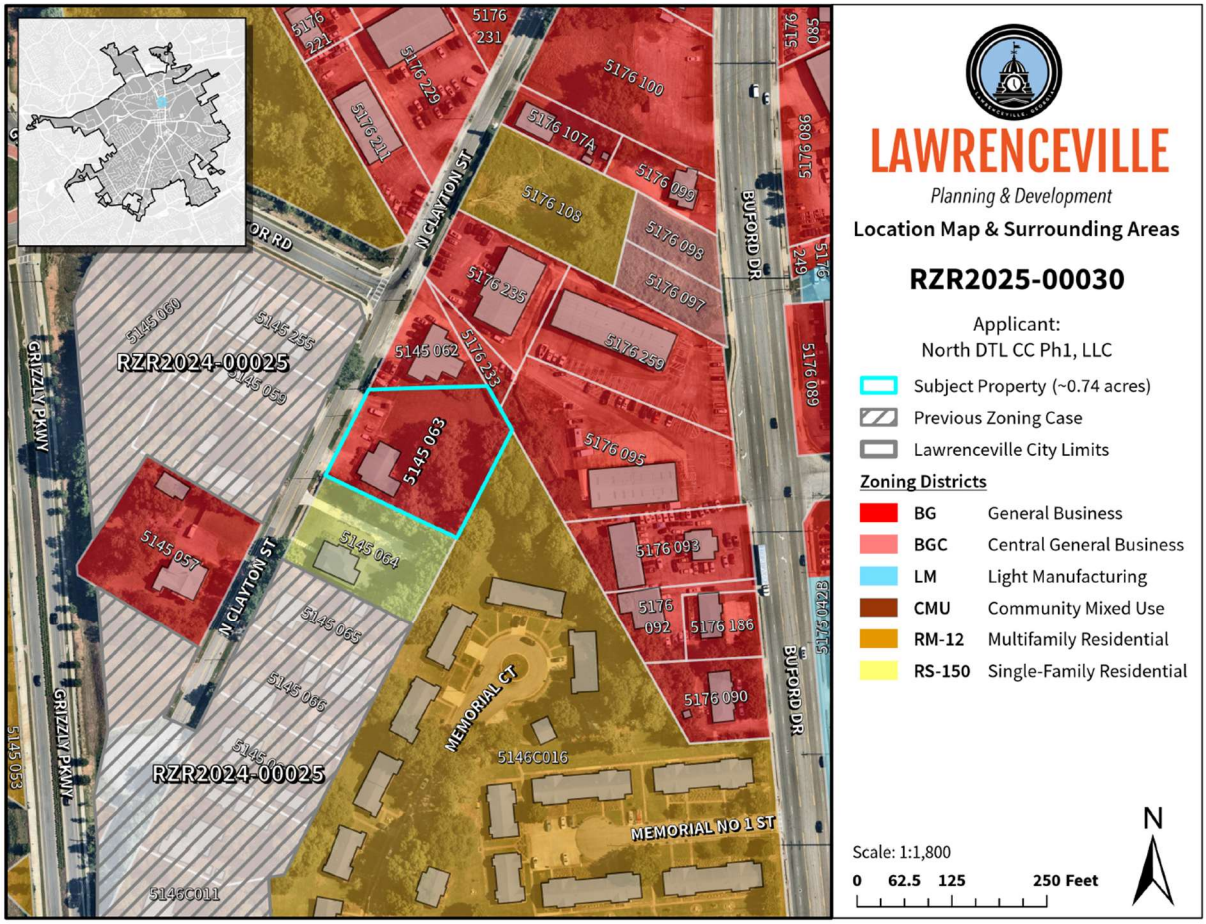
See ***Exhibit A*** below for approximate boundaries of proposed development that will be designed according to RS-50 INF or RS-TH INF standards.

EXHIBIT A – ZONING STANDARDS BOUNDARIES



A full-sized version of this exhibit is included in this item's attachments.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



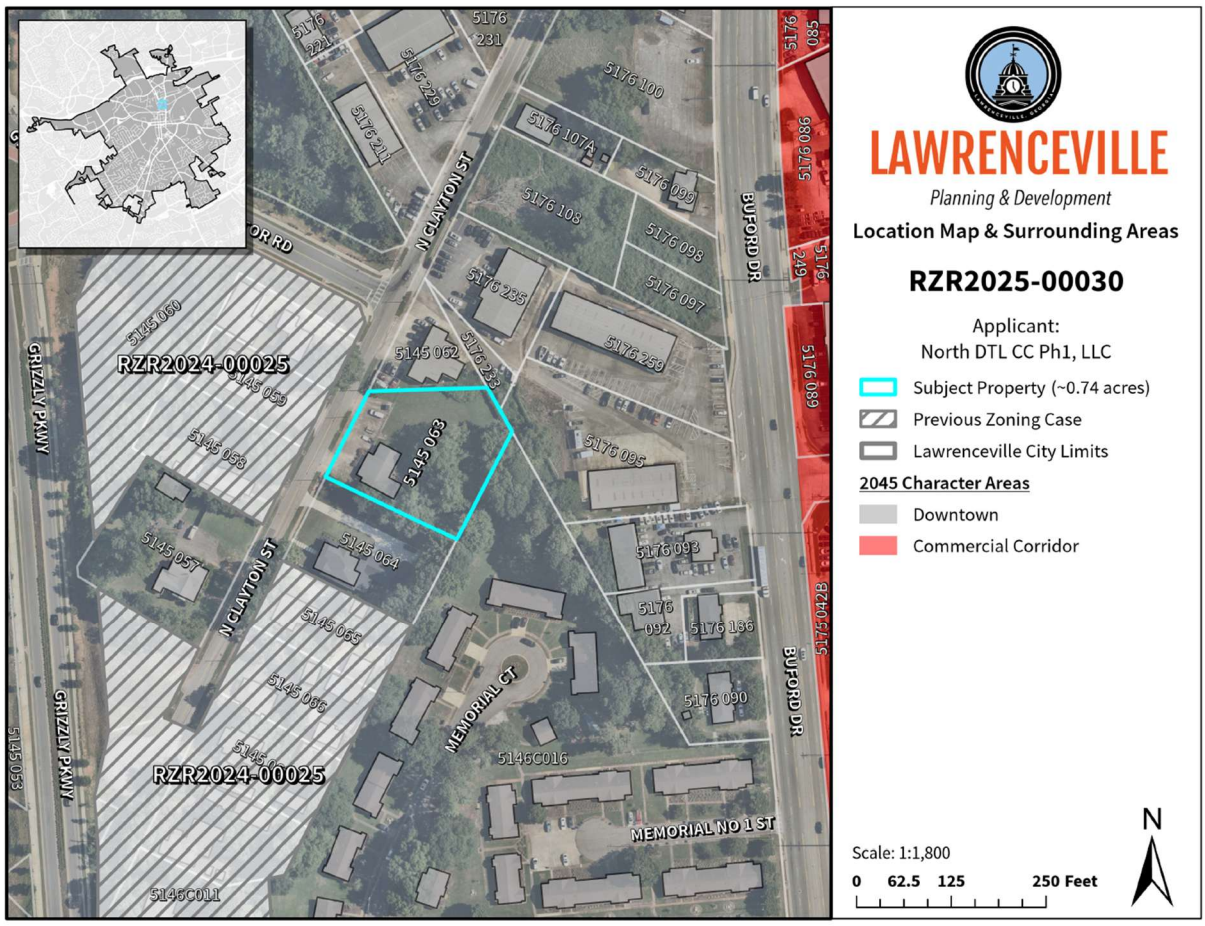
SURROUNDING ZONING AND USE

The area surrounding the subject property consists of a wide variety of uses and zoning categories. The properties to the north and northeast of the subject property are zoned BG (General Business District) and contain commercial and light industrial uses such as offices and existing nonconforming warehouses and auto service garages. To the east is a Lawrenceville Housing Authority (LHA) property zoned RM-12 (Multifamily Residential District), the location of several duplexes. Otherwise, the surrounding area is composed of single-family homes used both residentially (zoned RS-150 – Single-Family Residential District) and commercially (zoned BG). Further out from the subject property – west of Northdale Road and east of Buford Drive – there are locations zoned LM (Light Manufacturing District) and HM (Heavy Manufacturing District), used for a variety of industrial activities; for example, distilleries/breweries, warehouses, auto service garages, used car lots, self-storage facilities, and vehicle impound lots.

This proposal would continue with the precedent set by City Council's approvals for RZM2021-00009, RZM2022-00012, RZM2024-00016, and RZM2024-00019, all similar projects in the nearby vicinity that were rezoned to CMU (Community Mixed Use District) to allow for the development of mixed-use projects consisting of large tracts of land, and a variety of multifamily, townhouse, and retail components.

The purpose of infill zoning classifications is to enable the development of new structures on unused or underutilized land within existing urban areas. This approach aims to revitalize neighborhoods, promote density, reduce urban sprawl, enhance accessibility, and improve urban sustainability (quality of life). Therefore, the requested rezoning aligns with the City Council's policies, which are designed to encourage positive growth and development.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Downtown Character Area. Lawrenceville's Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce. The development, by incorporating townhouses and smaller single-family homes, is expected to raise the housing density, potentially enhancing the walkability of the area and boosting the local population. Additionally, investments in pedestrian infrastructure and streetscape upgrades will focus on improving walkability and accessibility.

STAFF RECOMMENDATION

In conclusion, the requested rezoning is a strategic step towards achieving higher-density, sustainable urban development and aligns with the city's long-term goals of fostering positive community growth and enhancing the downtown area.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the proposed rezoning.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

Lawrenceville Power will serve this development.

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

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;**

   Yes. The surrounding area is host to a wide variety of commercial, industrial, multifamily, and single-family uses.

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

   No. As discussed; the area is predominantly a mix of commercial, industrial, office institutional and residential uses and zoning in nature.

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

   Yes; the properties could be developed according to the current standards of the BG zoning district. However, such a rezoning will help in the assemblage of a variety of parcels into a larger development with a cohesive design.

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

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

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

   Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The Downtown character area is intended as a mixed-use district that includes both townhomes and single-family homes, so this rezoning conforms with the long-range 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 would continue with the precedent set by similar recent rezonings and variance request in the immediate vicinity, including V-19-01, RZM2021-00009, RZM2022-00012, RZM2024-00016, and RZM2024-00019.

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

RZR2025-00030

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

1. <u>To restrict the use of the property as follows:</u>

A. A maximum of one-hundred two (102) housing units, including a minimum of fourteen (14) single-family dwellings and a maximum of eighty-eight (88) rear-entry townhomes. These limits may be modified only through an approved rezoning of adjacent or nearby properties and a corresponding amendment to the master site plan.

B. The development shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated September 5, 2025, with variances necessary to meet zoning conditions and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. The final design and exterior appearance shall be approved by the Director of Planning and Development.

C. All detached residential units shall have a two-car garage.

2. <u>To satisfy the following site development considerations:</u>

A. Natural vegetation shall remain on the property until the issuance of a development permit.

B. The homeowner's association shall repaint or repair any graffiti or vandalism in common areas within seventy-two (72) hours of notice from the City.

C. The required parking ratio shall be one and one half (1.5) spaces per unit.

D. Provide City Standard Pedestrian lighting along Grizzly Parkway, both sides

of North Clayton Street (to North Clayton Connector Road), and the south side of North Clayton Connector Road.

E. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

F. Any use or expansion of existing City owned water quality/quantity facilities shall be reviewed and approved by the City Engineer.

G. Pedestrian connections from the development to Grizzly Parkway and North Clayton Street shall be provided and shall be reviewed and approved by the City Engineer.

H. A minimum five-foot (5 ft.) sidewalk shall be provided (if not existing) along both sides of North Clayton Street from the end of North Clayton Street to North Clayton Connector Road.

I. Vehicle access to Grizzly Parkway or North Clayton Connector Road for alleyways, driveways, and the extensions shall be prohibited.

J. Internal alleyways shall be privately owned and maintained by the Homeowners Association.

K. The Developer shall coordinate and receive approval from the City Engineer to relocate and extend North Clayton Street. Dedicate Right-of-Way to the City

3. <u>The following variances are approved:</u>

A. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.

B. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and North Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the

Lawrenceville Zoning Ordinance.

C. A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.

D. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.

E. A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).

F. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF – One-Family Infill Residential District, B. Lot Development Standards. TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.

G. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).

H. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).

I. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, D. Lot Dimensional

Standards. 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.

J. A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

BLUM & CAMPBELL, LLC
Attorneys at Law
3000 Langford Road, Building 100
Peachtree Corners, Georgia 30071

JODY CHARLES CAMPBELL
ATTORNEY AT LAW
LICENSED IN GA

TELEPHONE: (470) 365-2890
FACSIMILE: (470) 365-2899
JODY@BLUMCAMPBELL.COM

September 3, 2025

RZR2025-00030
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

VIA Electronic Delivery

Honorable Mayor David Still
Council Member Bruce Johnson
Council Member Victoria Jones
Council Member Austin Thompson
Council Member Marlene Taylor-Crawford
City of Lawrenceville, Georgia
70 South Clayton Street
PO Box 2200
Lawrenceville, Georgia 30046

Re: **North DTL CC PH1, LLC**
Rezoning Application
Property Address: 854 N. Clayton Street, Lawrenceville, Georgia 30046
Parcel Nos. R5145 063

Dear Mayor and City Council Members:

As you are aware, this law firm has the pleasure of representing North DTL CC PH1, LLC ("North DTL"). North DTL has this day filed a rezoning application for the above-referenced property in the old Depot District located on North Clayton Street (the "Bohon Parcel"). This application is the third filed by North DTL as part of an assemblage project designed to develop high-quality, executive-style housing along the North Clayton Street and Grizzly Parkway corridor within walking distance of the Downtown area. The first two applications received approval from this body and were designed as case numbers RZR2024-00025 (ZON-ORD-2025-18) and RZR2025-00029 (ZON-ORD-2025-20). This third application should be read in conjunction with these prior zoning applications, as the Bohon Parcel will be developed as part of the overall master development. If approved, the rezoning would allow for the addition of six (6) single-family detached lots with a small pocket park/greenspace area.

Below you will find an area map showing the present zoning for the properties that are the subject of the enclosed application as well as a number of parcels that are located immediately adjacent thereto:

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RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT



North DTL seeks to rezone the Bohon Parcel from BG to Community Mixed-Use District (CMU) with an administrative variance as permitted by Section 102.11(b) of the Code to reduce the percentage of civic/institutional, commercial/retail, industrial and office land used to 0% and allow 100% of the project to be developed in accordance with the Lot Development Standards of the City's new RS 150 INF and RS TH INF districts.

I. Description of the Property and Surrounding Area

The Bohon Parcel contain a small residential structure that has been converted to a commercial office building with concrete parking lot. The surrounding area contains a variety of uses including both residential and commercial applications. The project is adjoined by the following zoning classifications and uses.

Location	Land Use	Zoning
Proposed Site	Commercial	BG
North	Commercial	BG
South	Residential	OI
East	Residential	CMU
West	Residential	RM12

In the City's 2045 Comprehensive Plan, the Project lies within the Downtown Character Area, which is designed to serve as the historical and cultural heart of the City. The Comprehensive Plan calls for an emphasis on redevelopment of existing properties using urbanist principles including pedestrian friendly streetscapes, promotion of walkability to the city center

and infill residential development targeting the "missing middle" housing options that includes higher density single-family detached, bungalow and townhome style housing.



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II. Project Summary

As shown on the attached Site Plan, North DTL proposes to add the Bohon Parcel to the overall masterplan development, which consists entirely of executive-housing products. The prior rezoning applications approved the development of develop the Project into a residential development, which presently includes a minimum of eight (8) executive-style single-family detached houses and a maximum of (88) high-end townhomes. If approved, this rezoning application would add an additional six (6) executive-style, detached single-family lots to the overall plan. The proposed housing products are targeted toward young professionals and executives who seeks intown living options within walking distance to the City's entertainment and employment centers. The development will provide a new living option for doctors, nurses, teachers, public safety employees, public sector workers, and employees of Georgia Gwinnett College.

The development's European Village aesthetic will feature cottage style detached homes and townhomes with rear entry garages and rear porches. The façade of the homes will include a mixture of brick, stone, and cityscape finishes facing Grizzly Parkway, Maddox Street and the Project's greenspaces. The Project will have homes ranging in size from 1,200 to 3,200 square feet with luxury interior finishes and appliances. Attached to the Site Plan also contains illustrative pictures and floorplans showing examples of the types of housing options that the Project will offer. Further examples of the European Village inspired development at Trilith in Fayetteville, Serenbe in Chattahoochee Hills, and The 1858 and Mayfair on Main in Alpharetta.

North DTL has developed its Site Plan and discussed possible zoning conditions with the City's staff using the dimensional and development requirements of the City's Infill Zoning Districts. However, the possibility of future phases of the development necessarily compels North DTL to maintain the maximum amount of flexibility relative to possible adjustments and changes to the Site Plan as additional properties are added. Given this reality, demarcating specific portions of the Project as infill townhome versus infill single-family detached is problematic.

The solution to this problem is to amend the rezoning request to instead seek CMU zoning and take advantage of the exception provision in Section 102.11(B)(1). This exception provision allows the Director of Planning and Development to administratively vary the required division of

CMU uses to make the development 100% residential if the property is located within the Infill District identified in Section 103.3 of the Code. Additionally, Section 102.11(B)(2)(c) and (d) further provides that single family detached dwellings on small lots shall be developed in accordance with the RS-50 INF standards and that townhomes be developed using RS-TH INF standards and dimensions.

In addition to appropriate zoning conditions confirming the above, North DTL respectfully requests the following waivers, modifications, variances and/or conditions of zoning, as applicable:

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RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

1. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.

2. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards to provide that single family detached lots shall be designed and developed in accordance with the standards set forth in Section 102.5 RS-50 INF – One-Family Infill Residential District, B Lot Development standards and that townhome lots shall be designed and developed in accordance with the standards set forth in Section 102.6 RS–TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards.

3. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the Lawrenceville Zoning Ordinance.

4. A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.

5. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS– 50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.

6. A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred, forty square feet (2,840 sq. ft.).

7. A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

III. Site Impact Analysis

The Ordinance outlines the standards and considerations the City Council should utilize in exercising its Zoning Power. Section 907(c) of the Ordinance outlines six factors the Council should weigh:

1. Whether a proposed rezoning will permit a use that is suitable in view of the use and development adjacent and nearby property:

Yes. The proposed use is consistent with existing residentially zoned properties in the vicinity, which are primarily older, higher density housing including RS 150 and RM 12. The proposed development would further provide needed rooftops to support both the Downtown commercial uses and the burgeoning Depot District businesses.

2. Whether a proposed rezoning will adversely affect the existing use or useability of adjacent or nearby properties.

No. The proposed use would further the process of redeveloping the existing, older residential properties along North Clayton Street. Additionally, commercial uses along the North Clayton Street Connector will not be impacted by the additional traffic from the Project, which will be funneled to Buford Drive and Grizzly Parkway. The addition of additional residences will support and bolster the expanding Depot District and Downtown businesses.

3. Whether the property to be affected by a proposed rezoning has reasonable economic use as currently zoned.

No. North DTL respectfully submits that the present zoning is not consistent with the Future Character area and will be under utilized in light of approved rezonings.

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

No. The proposed development will not create an excessive burden on the City's existing infrastructure. The City of Lawrenceville has already invested significant amounts in the development of the Grizzly Parkway with both traffic control devices (roundabouts, etc.), sidewalks and stormwater facilities. These improvements were installed to promote a denser redevelopment of adjacent parcels. Traffic to the development will be funneled to the North Clayton Connector Road, which in turn allows for the orderly distribution of traffic onto major arterials. Specifically, these Maddox Street Parcels allows for the secondary entrance to the development to exit onto Maddox Street rather than Grizzly Parkway. Although the Project will add additional housing units to the City, the target market for said development will not unreasonably increase its burden on the school system.

5. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan.

Yes. The proposed development is consistent with and in furtherance of the policy and intent of the land use plan expressed in the 2045 Comprehensive Plan. The Project is within the

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RECEIVED SEPTEMBER 5, 2025
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Downtown Character Area, which seeks to redevelop older properties in a manner that creates high quality, executive housing. The Project promotes walkability to the City's employment and entertainment centers while offering housing solutions for the "missing middle" identified in the 2045 Comprehensive Plan Downtown character area.

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

Yes. The continued growth of the college corridor along Grizzly Parkway and the Depot District has greatly expanded the City's commercial offerings that now require additional houses and customers. The Project will provide much needed balance to the redevelopment of older properties along Grizzly Parkway and in Depot District.

North DTL is excited to bring this Project to the City Council for consideration. We believe that the Project is the next step in the redevelopment of the northern part of the Downtown area and implementation of the 2045 Comprehensive Plan. We look forward to working with the City and its staff to bring the Project to fruition. Should the City have any additional questions or need any additional information, please do not hesitate to contact me. I remain,

Very Truly Yours,

BLUM & CAMPBELL, LLC

Jody Charles Campbell

RZR2025-00030
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

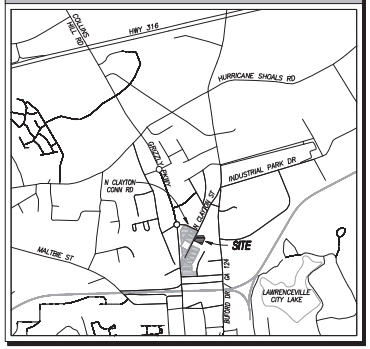
Legal Description

All that tract or parcel of land lying and being in Land Lot 145 of the 5th District, Gwinnett County, Georgia, being depicted as Lot 63 on a survey prepared for Charles D. Durham and Debra J. Durham, by Richard E. McDaniel, Jr., Georgia RLS No. 2734, dated August 17, 2000, and being more particularly described as follows:

BEGINNING at a point on the southerly right of way of North Clayton Street (right of way varies) located South 86 degrees 25' 23" West from an A.P.K. set at the intersection of the center lines of Northdale Road and North Clayton Street a distance of 725.88 feet; running thence along the southern right of way of North Clayton Street, North 85 degrees 56' 58" East a distance of 125.00 feet to a point; running thence South 33 degrees 58' 20" East a distance of 154.00 feet to a point located on the land lot line common to Land Lots 145 and 170 of the 5th District, Gwinnett County; running thence South 85 degrees 45' 40" West a distance of 162.00 feet to an open top pipe found; running thence North 04 degrees 44' 49" West a distance of 189.53 feet to a point located on the southern right of way of North Clayton Street; said point being the TRUE POINT OF BEGINNING.

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VICINITY MAP



LEGEND

ABBREVIATIONS

ACP - ASBESTOS CEMENT PIPE
AT - ANGLE IRON
BL - BUILDING SETBACK LINE
BM - BENCHMARK
CI - CURB INLET
CO - CLEANOUT
CRG - CURB & GUTTER
CL - CENTERLINE
CLF - CHAIN LINK FENCE
CMP - CORRUGATED METAL PIPE
CONC - CONCRETE
CTP - CRIMP TOP PIPE
D - DEPTH
DB - DEED BOOK
DE - DRAINAGE EASEMENT
DI - DROP INLET
DIP - DUCTILE IRON PIPE
DIST - DISTURBED
DWCB - DOUBLE WING CATCH BASIN
E - EAST
EA - EDGE OF ASPHALT
EC - EDGE OF CONCRETE
FFE - FINISHED FLOOR ELEVATION
FH - FIRE HYDRANT
FM - FORCE MAIN
-G- - UNDERGROUND GAS LINE
GM - GAS METER
HR - HALF ROUND
HW - HEAD/END WALL
ICB - IRRIGATION CONTROL BOX
IM - IRRIGATION METER
IPS - IRON PIN SET
JB - JUNCTION BOX
LLL - LAND LOT LINE
N - NORTH
N/F - NOW OR FORMERLY
OTP - OPEN TOP PIPE
PB - PLAT BOOK
PBX - POWER BOX
PG - PAGE
PKN - SURVEY NAIL (PARKER-KALON)
PL - PROPERTY LINE
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PVC - POLYVINYL CHLORIDE PIPE
RB - REBAR
RCP - REINFORCED CONCRETE PIPE
REC - RECORDED
R/W - RIGHT-OF-WAY
S - SOUTH
SR - SOLID STEEL ROD
SSE - SANITARY SEWER EASEMENT
SWCB - SINGLE WING CATCH BASIN
UC - UNDERGROUND CABLE
UP - UNDERGROUND POWER
UT - UNDERGROUND TELEPHONE
VCP - VITRIFIED CLAY PIPE
W - WEST
-W- - WATER LINE
WI - WATER INLET
WIF - WROUGHT IRON FENCE
WM - WATER METER
WVT - WATER VAULT

SYMBOLS

IRON PIN FOUND
IRON PIN SET
COMPUTED POINT (NOT SET)
JUNCTION BOX
DROP INLET
HEAD/END WALL
SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
FIRE HYDRANT
WATER VALVE
WATER METER
SPIGOT
TELECOM MANHOLE
UTILITY POLE
GUY WIRE
LIGHT POLE
GAS METER

TREE ABBREVIATIONS

PCN - PECAN
WAO - WATER OAK

LINETYPES

WIRE FENCE
WOODEN FENCE
CHAIN LINK FENCE
RIGHT-OF-WAY LINE
OVERHEAD UTILITY LINE
STORM PIPE
SANITARY SEWER LINE
WATER LINE
NATURAL GAS LINE
UNDERGROUND TELECOM

NOTES

1) THE PURPOSE OF THIS PLAT IS TO DEPICT THE ALL OF THE LAND CONVEYED TO CARLTON RAY BOHON AND DOLORES C. BOHON BY CARLTON RAY BOHON WA DB 36875 PG 101 ON JANUARY 27TH, 2004. THIS PLAT IS ALSO INTENDED TO SHOW THE CURRENT TOPOGRAPHIC CONDITIONS AS WELL AS ON-SITE TREES THAT ARE 6" OR GREATER AT BREAST HEIGHT. THE PROPERTY IS ALSO KNOWN AS GWINNETT COUNTY PARCEL 5145 063.

2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO WARRANTY IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.

3) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 88.

4) ALL IRON PINS SET(IPS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE.

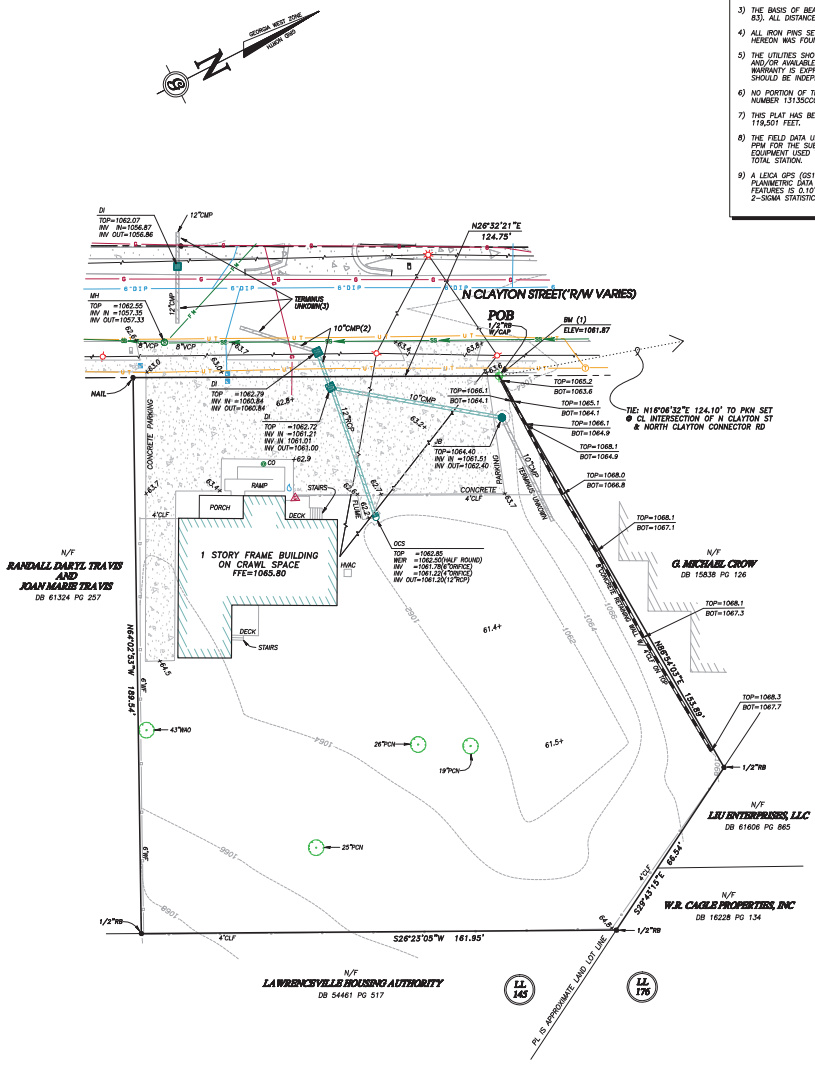
5) THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK, AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.

6) NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER FEMA FIRM MAP NUMBER 13135C0074F, EFFECTIVE DATE 09/29/2006.

7) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 119,501 FEET.

8) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET + 50 PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A LEICA TS12 ROBOTIC TOTAL STATION.

9) A LEICA GPS (GS14) DUAL FREQUENCY RTK SYSTEM WAS USED IN THE COLLECTION OF TOPOGRAPHIC/PLANIMETRIC DATA FOR THIS SURVEY. RELATIVE POSITIONAL TOLERANCE FOR TOPOGRAPHIC/PLANIMETRIC FEATURES IS 0.10'. RELATIVE POSITIONAL TOLERANCE WAS CALCULATED AT 95% CONFIDENCE LEVEL BASED ON 2-SIGMA STATISTICAL VALUE OF OBSERVATION RESIDUALS.



854 N CLAYTON STREET
0.728 ACRES

SHEET	1	OF	1

REVISIONS	
DRAWING DATE: 09/24/2025	LAST FIELD WORK: 09/22/2025
MANAGER: BJD	CAD: BV
JOB NUMBER: GWN-145-2	CREW CHIEF: JMF
	FILE: Lawrenceville\Quad TOPO.prv

GRAPHIC SCALE 1"=20' (0', 20', 40', 60')

GEORGIA PROFESSIONAL LAND SURVEYOR BENJAMIN L. DEWARD

BOUNDARY & TOPOGRAPHIC SURVEY
OF
854 N CLAYTON STREET
PARCEL: R5145 063
FOR
CUSTOM HOMES CONSTRUCTION

LOCATED IN
LAND LOT 145 OF THE 5TH DISTRICT
CITY OF LAWRENCEVILLE
GWINNETT COUNTY, GEORGIA

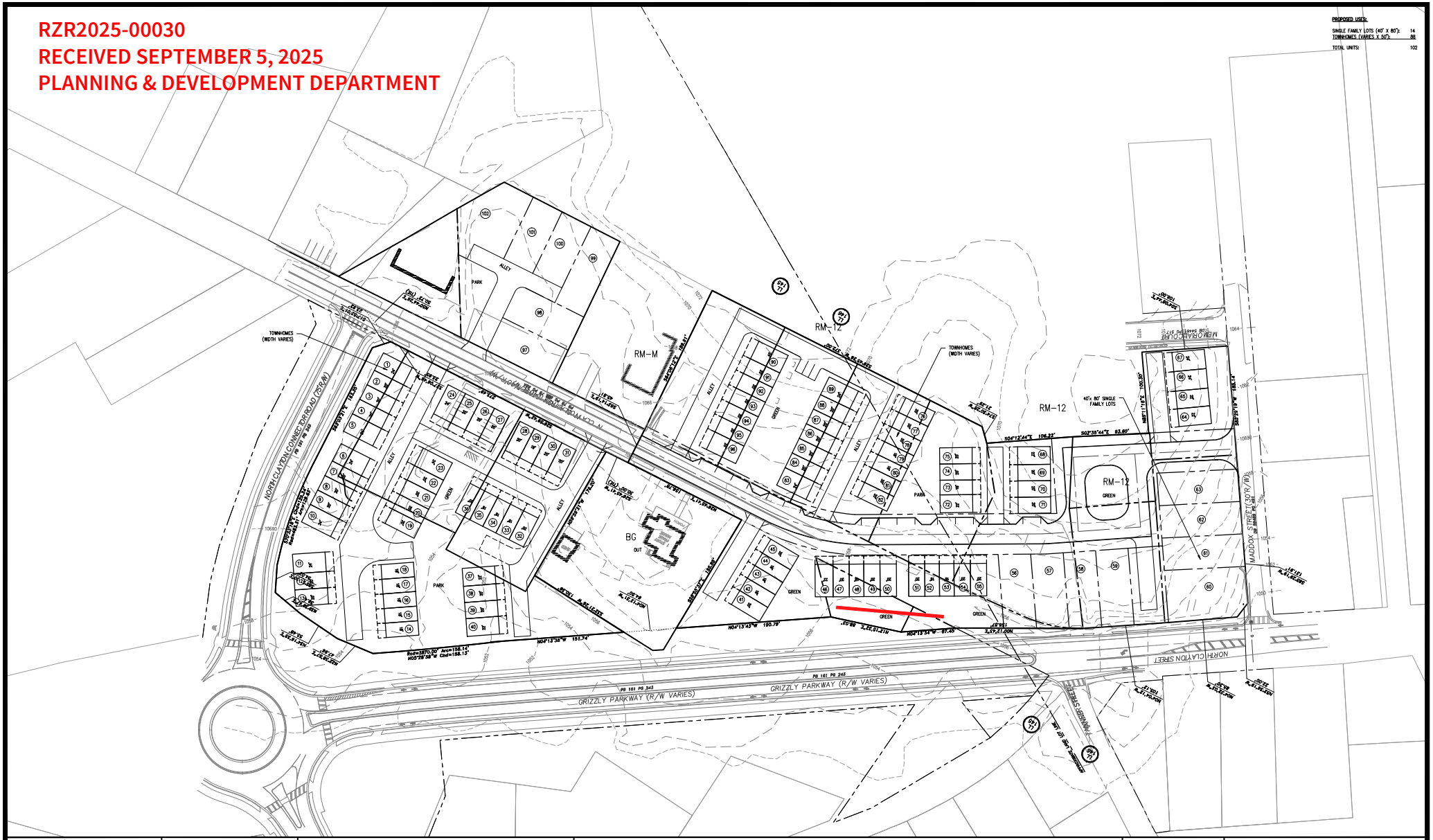
GENUINE MAPPING & DESIGN

P.O. BOX 453 JEFFERSON, GA 30549
PHONE: (678) 257-4437
BOB@GENUINEMAPPING.COM

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RZR2025-00030
RECEIVED OCTOBER 2, 2025
PLANNING & DEVELOPMENT DEPARTMENT

RZR2025-00030
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT



AEC
CIVIL ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
50 Warm Springs Circle
Roswell • Georgia • 30075
(770) 641-1942 • www.aecatl.com

NORTH
50 0 50 100
Scale 1" = 50'

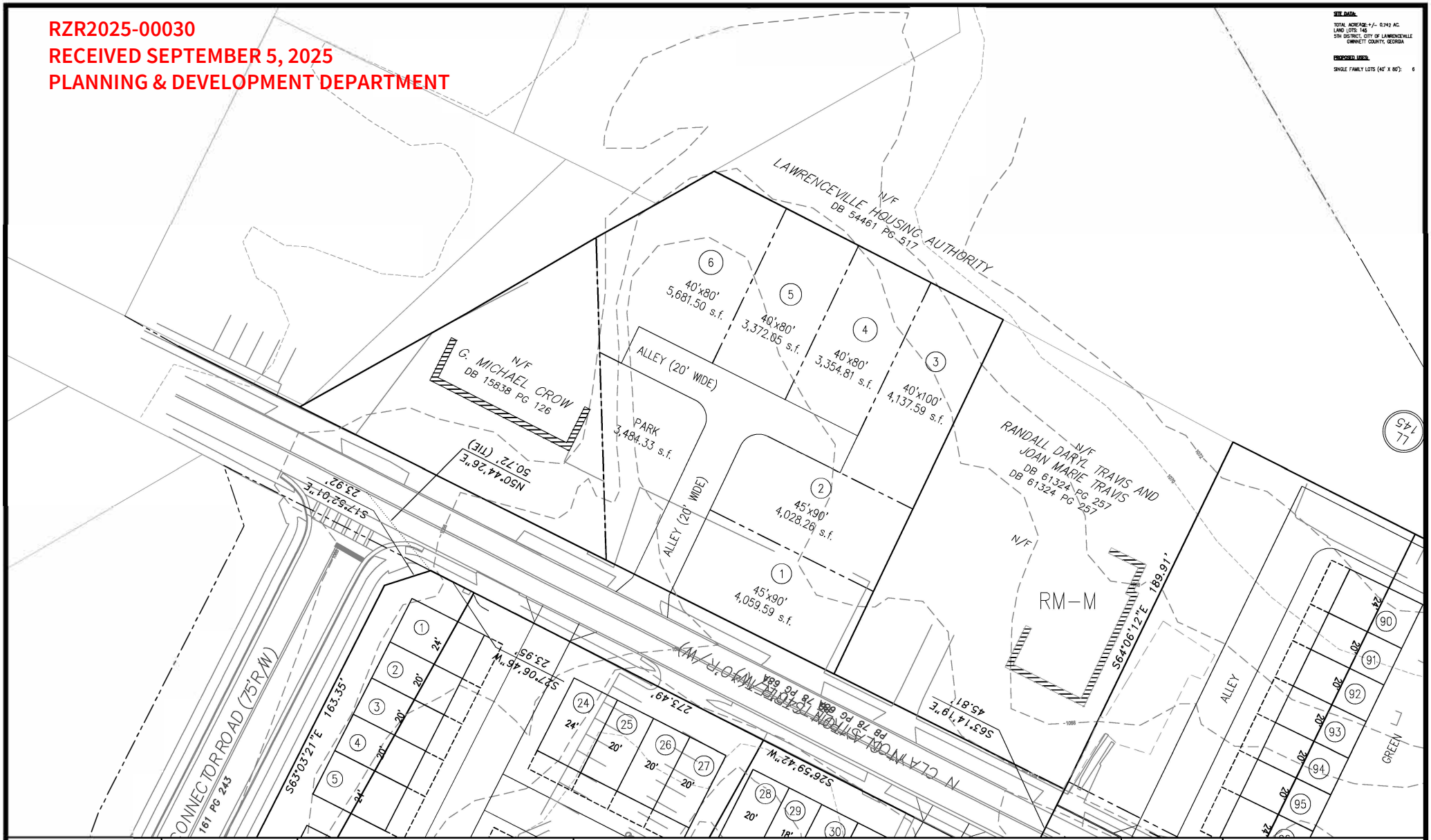
PRELIMINARY SITE PLAN

LAWRENCEVILLE TRACTS

LAWRENCEVILLE , GEORGIA

PROJECT INFORMATION
PROJECT NO.: 24-5126
DATE: JULY 14, 2025, AUG. 28, 2025
SCALE: 1" = 50'
FILE NAME: AEC-PRELIM TITLEBLOCK.dwg
DESIGN/DRAWN: SLR/sll

RZR2025-00030
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT



AEC
CIVIL ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
50 Warm Springs Circle
Roswell • Georgia • 30075
(770) 641-1942 • www.aecatl.com

NORTH
50 0 50 100
Scale 1" = 50'

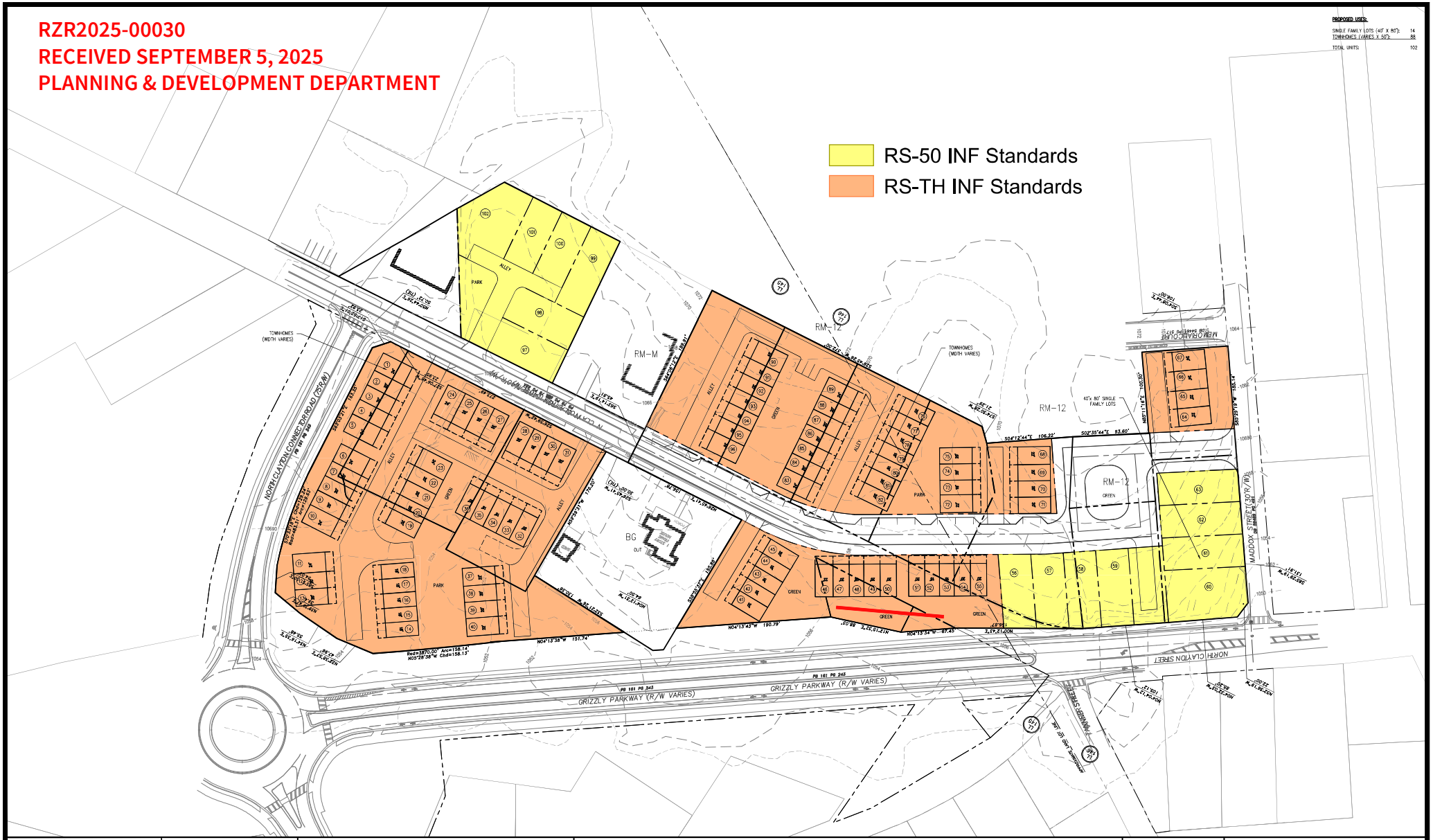
PRELIMINARY SITE PLAN

BOHON TRACT

LAWRENCEVILLE , GEORGIA

PROJECT INFORMATION
PROJECT NO.: 24-5126
DATE: September 5, 2025
SCALE: 1" = 20'
FILE NAME: AEC-PRELIM TITLEBLOCK.dwg
DESIGN/DRAWN: SLR/slr

RZR2025-00030
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT



AEC CIVIL ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE 50 Warm Springs Circle Roswell • Georgia • 30075 (770) 641-1942 • www.aecatl.com	NORTH 50 0 50 100 Scale 1" = 50'	PRELIMINARY SITE PLAN	LAWRENCEVILLE TRACTS LAWRENCEVILLE , GEORGIA	PROJECT INFORMATION PROJECT NO.: 24-5126 DATE: JULY 14, 2025, AUG. 28, 2025 SCALE: 1" = 50' FILE NAME: AEC-PRELIM TITLEBLOCK.dwg DESIGN/DRAWN: SLR/slr

RZR2025-00030
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: North DTL CC PH1, LLC	NAME: Dolores C. Bohon
ADDRESS: 2494 Jett Ferry Rd., Ste. 202	ADDRESS: 1628 College Pkwy
CITY: Atlanta	CITY: Gulf Breeze
STATE: GA ZIP: 30338	STATE: FL ZIP: 32563-2718

CONTACT PERSON: Ty White PHONE: 770-844-9976

* 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): BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R5145 063 ACREAGE: 0.58

ADDRESS OF PROPERTY: 854 North Clayton Street, Lawrenceville, Georgia 30046

9/10/25
SIGNATURE OF APPLICANT DATE

Dolores C Bohon 9-3-2025
SIGNATURE OF OWNER DATE

North DTL CC PH1, LLC
TYPED OR PRINTED NAME

Dolores C. Bohon
TYPED OR PRINTED NAME

9.10.25
NOTARY PUBLIC DATE

9.3.2025
NOTARY PUBLIC DATE

MICHELLE URREA
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 15, 2028

MELISSA G. RING
MY COMMISSION # HH 412124
EXPIRES: Sept. 9, 2027

RZR2025-00030
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

RZR2025-00030
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: North DTL CC PH1, LLC	NAME: Carlton Ray Bohon
ADDRESS: 2494 Jett Ferry Rd., Ste. 202	ADDRESS: 1628 College Pkwy
CITY: Atlanta	CITY: Gulf Breeze
STATE: GA ZIP: 30338	STATE: FL ZIP: 32563-2718

CONTACT PERSON: Ty White PHONE: 770-844-9976

* 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): BG REQUESTED ZONING DISTRICT: CMU

PARCEL NUMBER(S): R5145 063 ACREAGE: 0.58

ADDRESS OF PROPERTY: 854 North Clayton Street, Lawrenceville, Georgia 30046

9/10/25
SIGNATURE OF APPLICANT DATE

9/3/25
SIGNATURE OF OWNER DATE

North DTL CC PH1, LLC
TYPED OR PRINTED NAME

Carlton Ray Bohon
TYPED OR PRINTED NAME

9.10.25
NOTARY PUBLIC DATE

MICHELLE URREA
Notary Public - State of Georgia
Fulton County
My Commission Expires Apr 15, 2028

9-3-2025
NOTARY PUBLIC DATE

MELISSA G. RING
MY COMMISSION # HH 412124
EXPIRES: Sept. 9, 2027

RZR2025-00030
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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Y/N

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

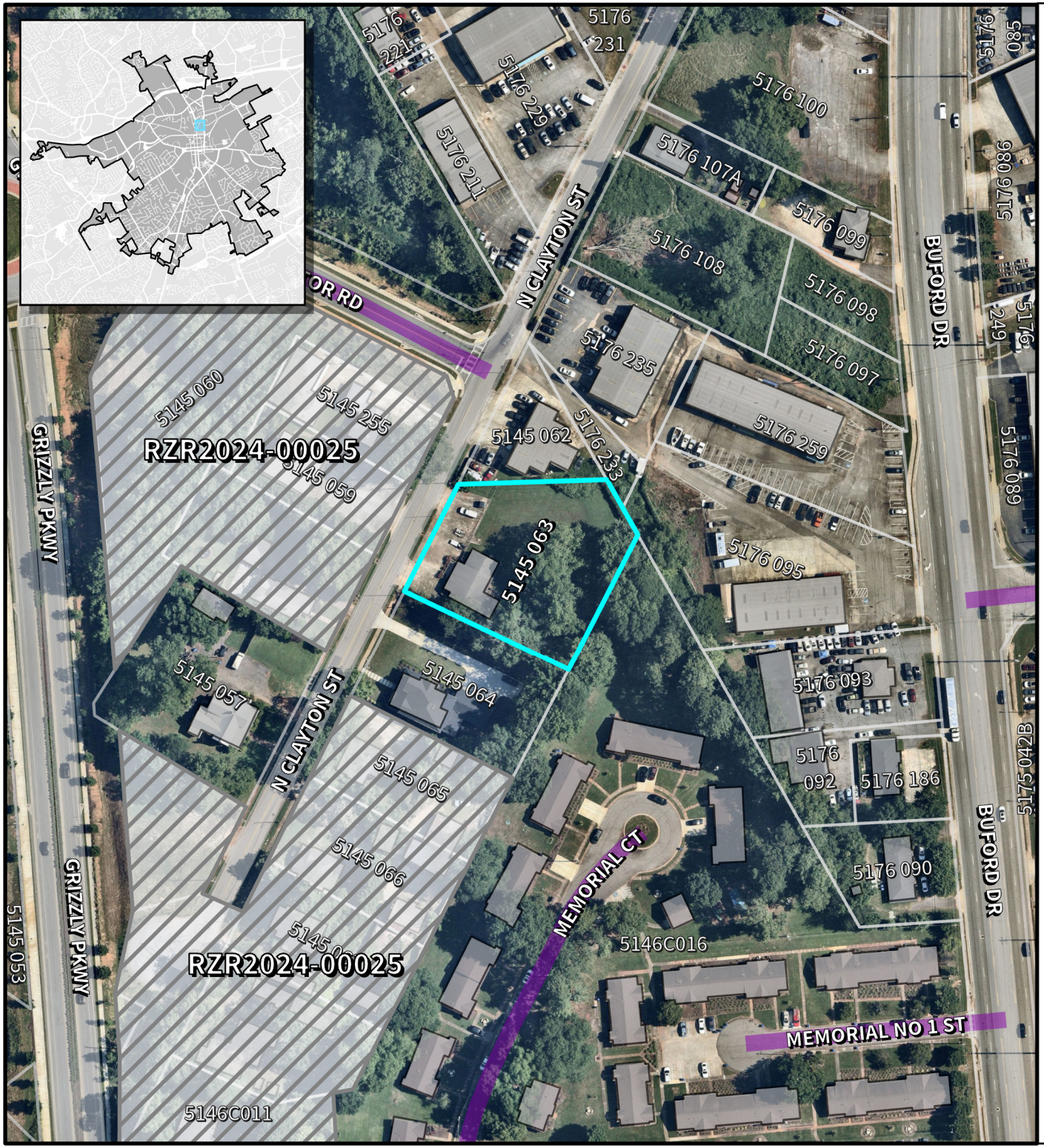
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Y/N

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



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZR2025-00030

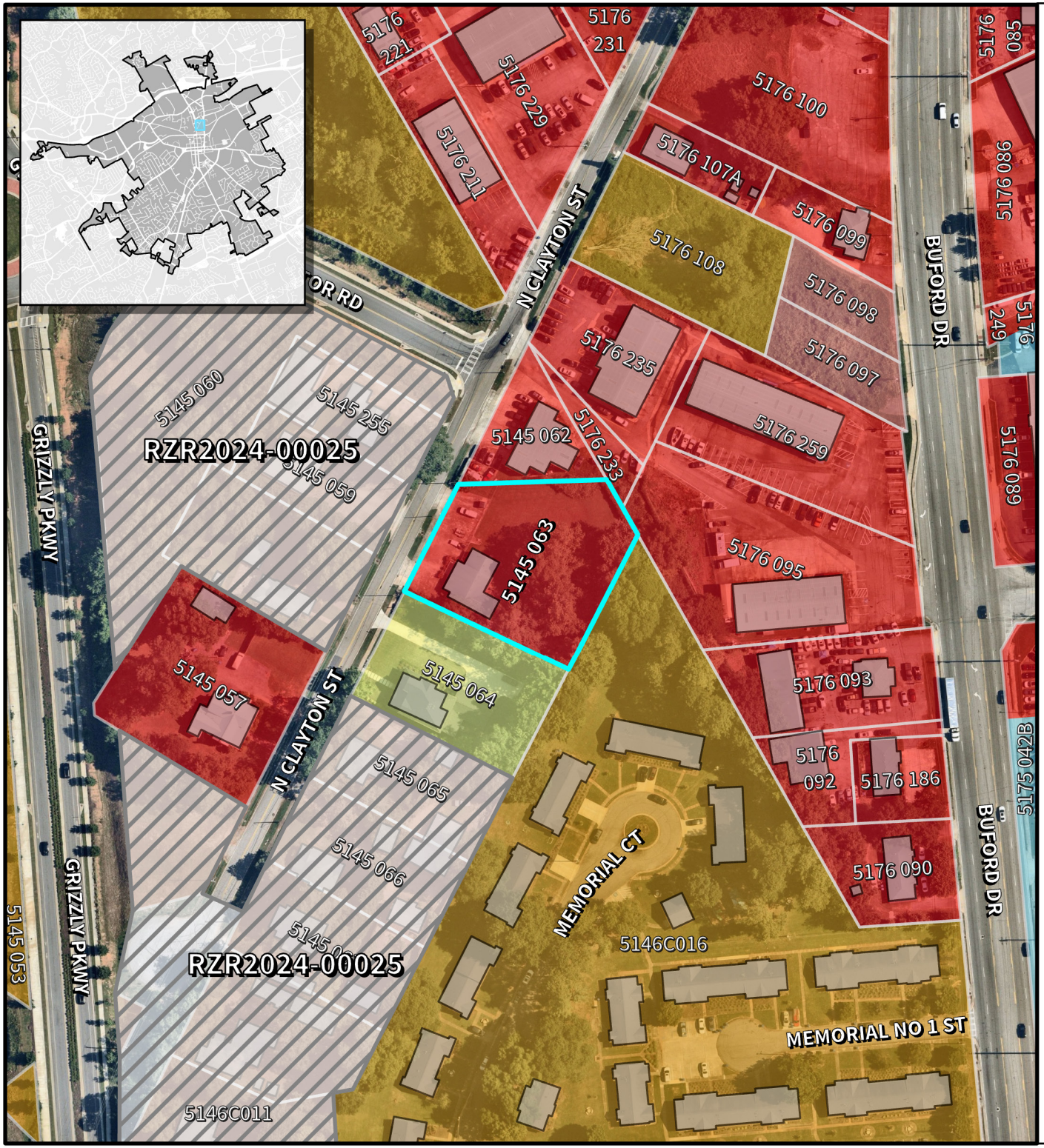
Applicant:
North DTL CC Ph1, LLC

- Subject Property (~0.74 acres)
- Previous Zoning Case
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZR2025-00030

Applicant:
North DTL CC Ph1, LLC

- Subject Property (~0.74 acres)
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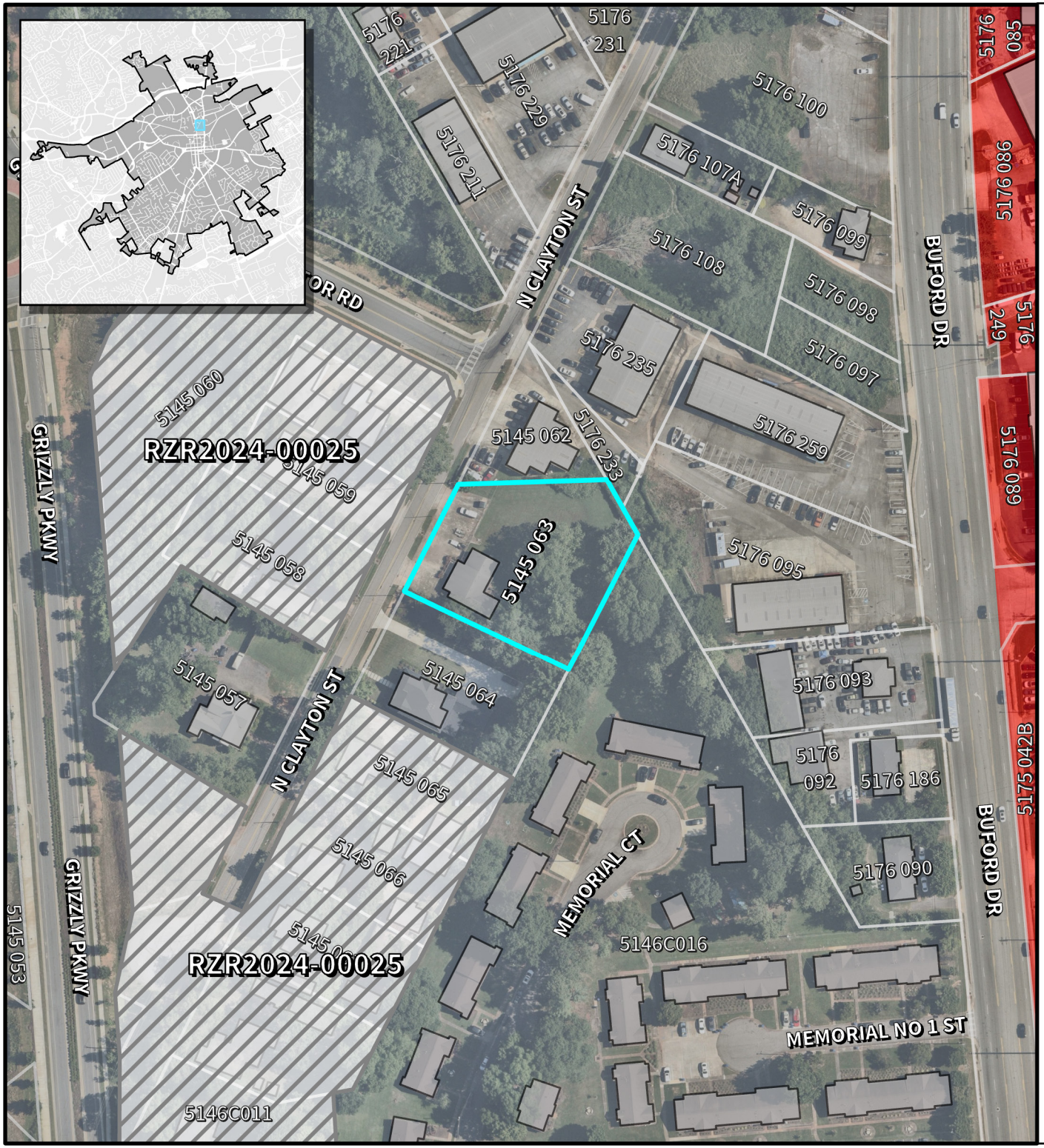
Zoning Districts

BG	General Business
BGC	Central General Business
LM	Light Manufacturing
CMU	Community Mixed Use
RM-12	Multifamily Residential
RS-150	Single-Family Residential

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZR2025-00030

Applicant:
North DTL CC Ph1, LLC

- Subject Property (~0.74 acres)
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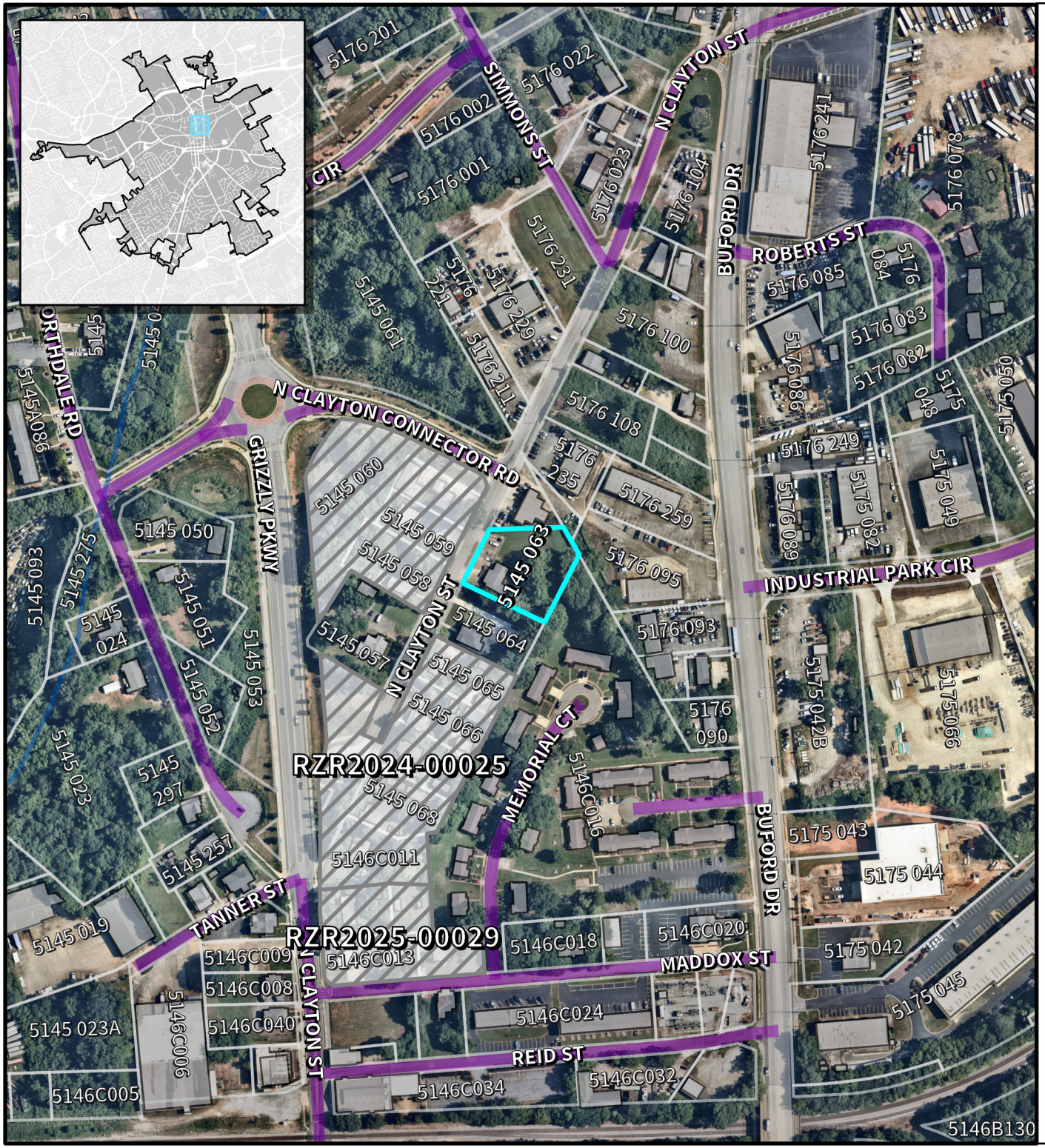
2045 Character Areas

- Downtown
- Commercial Corridor

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZR2025-00030

Applicant:
North DTL CC Ph1, LLC

- Subject Property (~0.74 acres)
- Previous Zoning Case
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

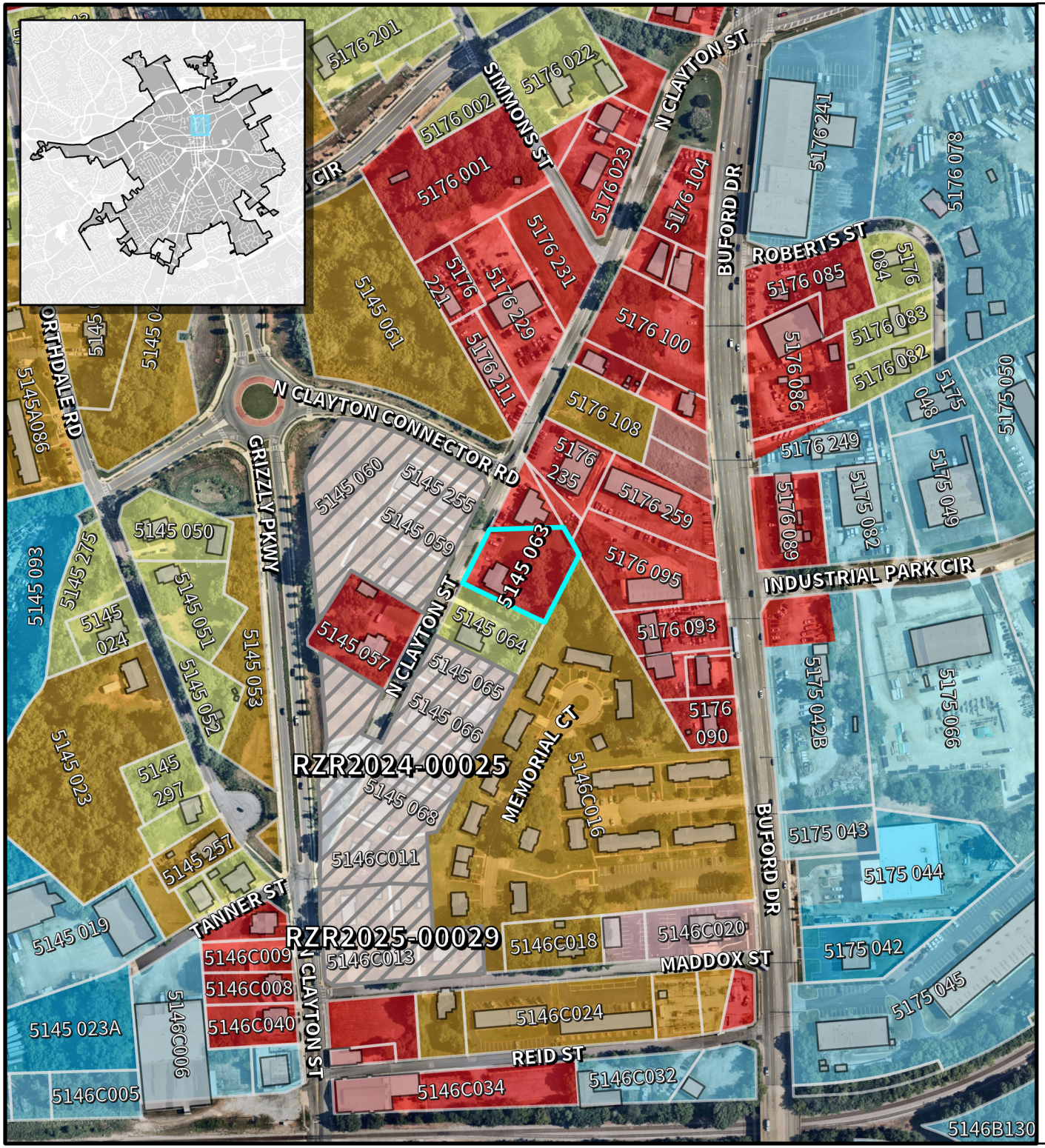
RZR2025-00030

Applicant:
North DTL CC Ph1, LLC

- Subject Property (~0.74 acres)
- Previous Zoning Case
- Lawrenceville City Limits

Zoning Districts

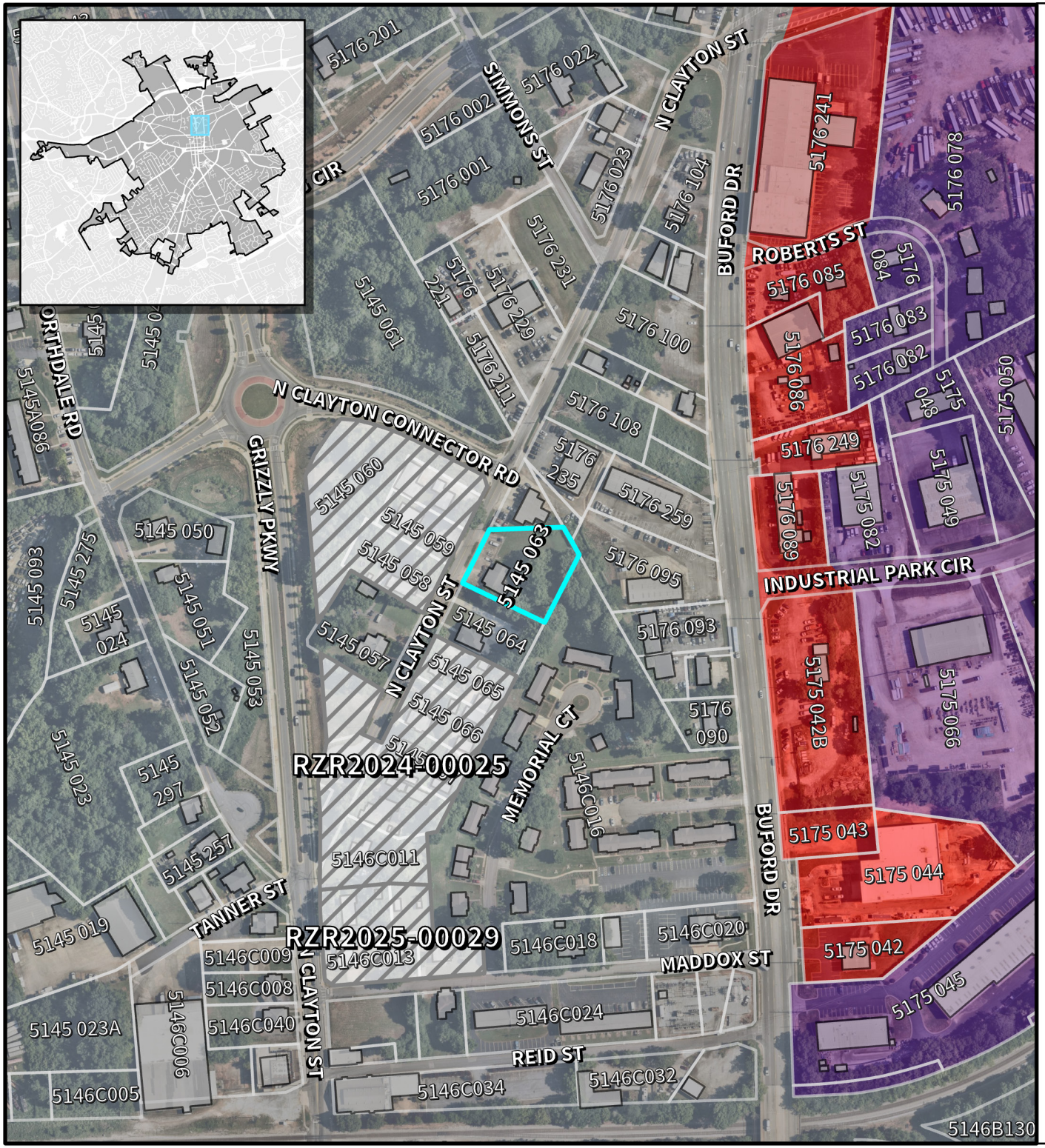
BG	General Business
BGC	Central General Business
LM	Light Manufacturing
HM	Heavy Manufacturing
OI	Office/Institutional
CMU	Community Mixed Use
RM-12	Multifamily Residential
RS-150	Single-Family Residential



Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

RZR2025-00030

Applicant:
North DTL CC Ph1, LLC

- Subject Property (~0.74 acres)
- Previous Zoning Case
- Lawrenceville City Limits

2045 Character Areas

- Downtown
- Commercial Corridor
- Industrial

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

RZR2025-00030

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

1. <u>To restrict the use of the property as follows:</u>

A. A maximum of one-hundred two (102) housing units, including a minimum of fourteen (14) single-family dwellings and a maximum of eighty-eight (88) rear-entry townhomes. These limits may be modified only through an approved rezoning of adjacent or nearby properties and a corresponding amendment to the master site plan.

B. The development shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated September 5, 2025, with variances necessary to meet zoning conditions and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development. The final design and exterior appearance shall be approved by the Director of Planning and Development.

C. All detached residential units shall have a two-car garage.

2. <u>To satisfy the following site development considerations:</u>

A. Natural vegetation shall remain on the property until the issuance of a development permit.

B. The homeowner's association shall repaint or repair any graffiti or vandalism in common areas within seventy-two (72) hours of notice from the City.

C. The required parking ratio shall be one and one half (1.5) spaces per unit.

D. Provide City Standard Pedestrian lighting along Grizzly Parkway, both sides

RZR2025-00030_PC REC CNDS_11032025

of North Clayton Street (to North Clayton Connector Road), and the south side of North Clayton Connector Road.

E. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

F. Any use or expansion of existing City owned water quality/quantity facilities shall be reviewed and approved by the City Engineer.

G. Pedestrian connections from the development to Grizzly Parkway and North Clayton Street shall be provided and shall be reviewed and approved by the City Engineer.

H. A minimum five-foot (5 ft.) sidewalk shall be provided (if not existing) along both sides of North Clayton Street from the end of North Clayton Street to North Clayton Connector Road.

I. Vehicle access to Grizzly Parkway or North Clayton Connector Road for alleyways, driveways, and the extensions shall be prohibited.

J. Internal alleyways shall be privately owned and maintained by the Homeowners Association.

K. The Developer shall coordinate and receive approval from the City Engineer to relocate and extend North Clayton Street. Dedicate Right-of-Way to the City

3. <u>The following variances are approved:</u>

A. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, F.2. Allows for reduction of the net project acreage dedicated to Green/Common Space from 15% to 10%.

B. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.11 CMU Community Mixed-Use District, C. Lot Development Standards, Footnote 11. Allows for reduction of building setbacks adjacent to a classified arterial or collector (Principal, Major, Minor) shall be zero (0 ft.) adjacent to Grizzly Parkway and North Clayton Connector Road. Alternatively, all setbacks may be administratively varied in accordance with footnote 5 of Table 102.5 C.2 and footnote 9 of Table 102.6 C.2 of the

RZR2025-00030_PC REC CNDS_11032025

Lawrenceville Zoning Ordinance.

C. A variance from Zoning Ordinance, Article 102.11 CMU Community Mixed-Use District, K. Landscape, Buffers, and Tree Protection. 2. Allows for a reduction of required buffers between CMU and RS-150 properties from 50 feet to zero feet.

D. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot Width for the detached single-family residential dwellings from fifty (50) feet to forty (40) feet.

E. A variance from Zoning Ordinance, Article 1 Districts, Section 102.5 RS-50 INF – One-Family Infill Residential District, B. Lot Development Standards. Allows for a reduction in the Minimum Lot Size for the detached single-family residential dwelling from three thousand, five hundred square feet (3,500 sq. ft) to two thousand, eight hundred forty square feet (2,840 sq. ft).

F. A variance from the Zoning Ordinance, Article 1 Districts, Section 102.5 RS–50 INF – One-Family Infill Residential District, B. Lot Development Standards. TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for the reduction of the Minimum Lot/Unit Width for the attached townhouse residential dwelling units from twenty (20) feet to eighteen (18) feet.

G. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, B. Lot Development Standards. Allows for reduction in the Minimum Lot Area from one thousand, six hundred square feet (1,600 sq. ft) to one thousand, four hundred and forty square feet (1,440 sq. ft).

H. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, D. Lot Dimensional Standards. 1. RS-Townhouse Units – General. a. Allows front façade(s) of townhouse dwelling units to be either parallel or radial or perpendicular to a Public Street (Public Right-of-Way).

I. A variance from Zoning Ordinance, Article 1 Districts, Section 102.6 RS-TH INF – Townhouse-Family Infill Residential District, D. Lot Dimensional

RZR2025-00030_PC REC CNDS_11032025

Standards. 1. RS-TH Townhouse Units – General. c. Allows rear elevations of each townhouse dwelling unit shall consist of porch measuring 10 feet in width and 10 feet in depth rather than 18 feet in width and 10 feet in depth.

J. A variance from Zoning Ordinance, Article 504 Residential Parking and Driveways, 6. Allows for impervious surfaces in front yard area to be limited from 35% to 90%.

RZR2025-00030_PC REC CNDS_11032025

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	SUP2025-00111 & SUP2025-00112; Mechanical Trades Institute; 420 Grayson Highway
Department:	Planning and Development
Date of Meeting:	Wednesday, November 19, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Special Use Permits for a Trade or Vocational School and for Outdoor Storage
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Planning Commission Conditions

---

Summary: The applicant requests Special Use Permits for 420 Grayson Highway to allow for a Trade or Vocational School with associated Outdoor Storage. The subject property is an approximately 11.94-acre parcel zoned BG (General Business District), located along the eastern right-of-way of Grayson Highway at its intersection with Gwinnett Drive.

Attachments/Exhibits:

- SUP2025-00111 & SUP2025-00112_P&D RPRT COND ATTCH_10122025.pdf
- SUP2025-00111 & 00112; PC RECO COND; 11032025.pdf
- SUP2025-00111 & 00112; MC REC CNDS; 11022025.pdf

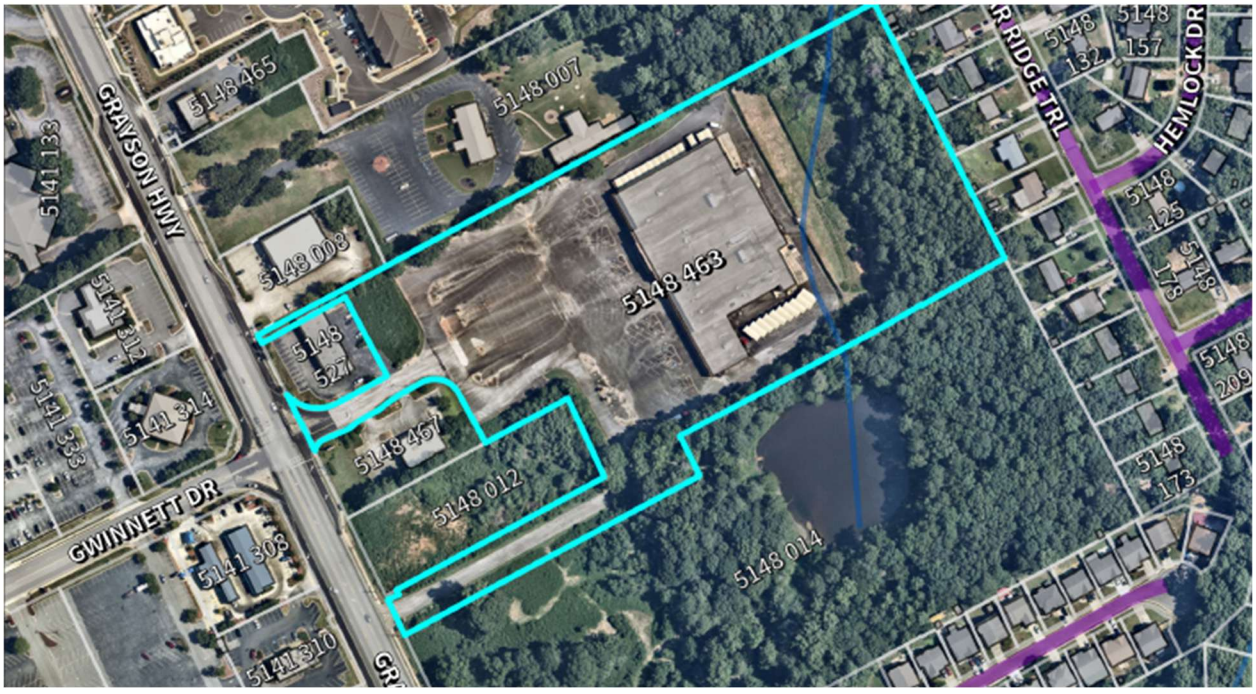
LAWRENCEVILLE

Planning & Development

SPECIAL USE PERMIT

CASE NUMBER(S):	**SUP2025-00111 & SUP2025-00112**
APPLICANT(S):	MECHANICAL TRADES INSTITUTE
PROPERTY OWNER(S):	LAWRENCEVILLE HAND PROPERTIES, LLC
LOCATION(S):	420 GRAYSON HIGHWAY
PARCEL IDENTIFICATION NUMBER(S):	R5148 463
APPROXIMATE ACREAGE:	11.94 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	TRADE OR VOCATIONAL SCHOOL & OUTDOOR STORAGE
DEPARTMENT RECOMMENDATION:	**APPROVAL WITH CONDITIONS**

VICINITY MAP



ZONING HISTORY

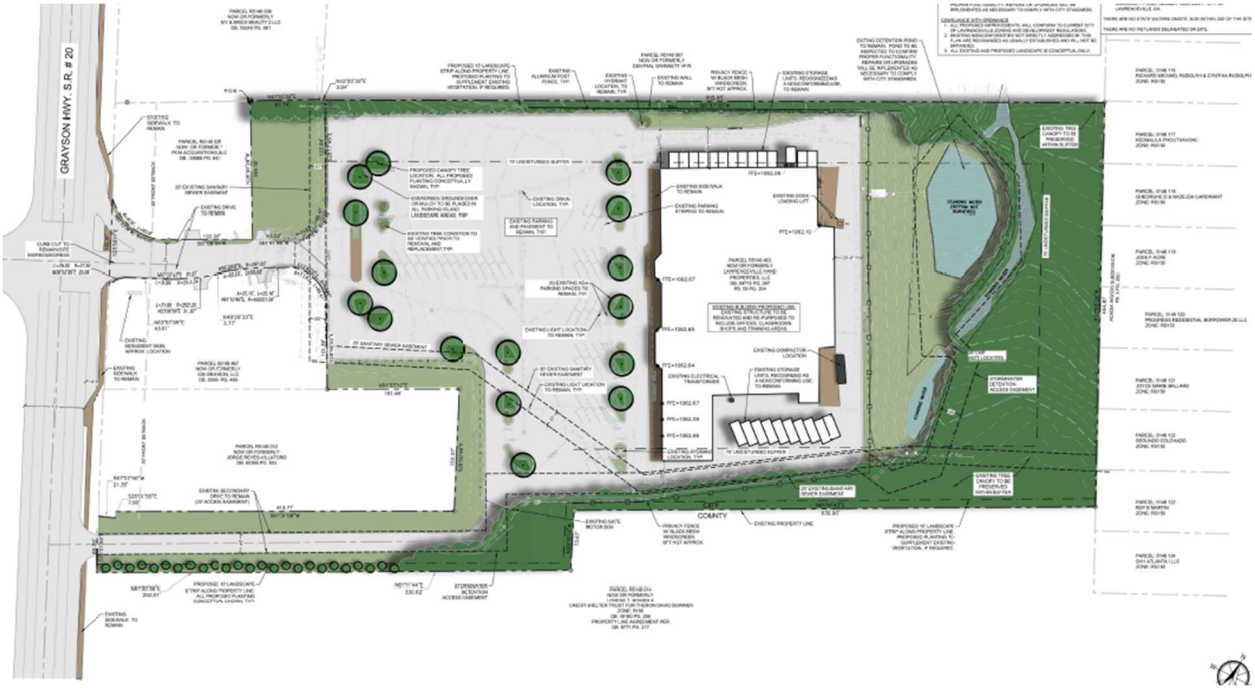
The subject property has been zoned BG (General Business District) since circa 1994, when the parcel was annexed into the city limits. Following the closure of a grocery store at the location circa 2014, the property has been the subject for several zoning and Special Use hearings. These include:

1. ***SU-15-02:*** APPROVAL of a Special Use Permit to Allow Self-Storage Facility (2015)
2. ***SU-CIC-18-15:*** APPROVAL of Special Use Permit/Change-In-Conditions to Allow Covered Outdoor Storage for RVs and Boats, Rear/Side Yards Only (5/2019)
3. ***CIC2020-00006:*** DENIAL of Change-in-Conditions to Allow Non-Covered Outdoor Storage for RVs and Boats (12/2020)

PROJECT SUMMARY

The applicant requests Special Use Permits for 420 Grayson Highway to allow for a Trade or Vocational School with associated Outdoor Storage. The subject property is an approximately 11.94-acre parcel zoned BG (General Business District), located along the eastern right-of-way of Grayson Highway at its intersection with Gwinnett Drive.

PROPOSED SITE PLAN



ZONING AND DEVELOPMENT STANDARDS

The property consists of an approximately 60,752 square-foot one-story retail building with accessory driveways and parking. The property is currently being used as a Self-Storage Facility and access is provided via curb-cuts extending from Grayson Highway at two separate locations.

The applicant intends to transition the use of the site to a Trade or Vocational School, specifically an apprenticeship training school for plumbers, pipefitters, and HVAC technicians. As a separate request, the applicant proposes utilizing the existing storage units to the north and south of the facility to support the daily operations of the school, including materials, tools, and equipment. The two requests are related and may be approved or denied independently; for example, City Council may choose to approve the use of property for a Trade School while denying the Outdoor Storage component.

Article 1 Districts, Section 103.2 Use Table

Standard	*Requirement*	*Proposal*	*Recommendation*
School, Trade or Vocational	Special Use Permit	Special Use Permit	*Approval w/ Conditions*
Outdoor Storage	Special Use Permit	Special Use Permit	*Approval w/ Conditions*

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.55 Outdoor Storage (Retail) reads as follows:

> *In non-residential zoning districts (other than industrial), outdoor storage of equipment, materials and/or merchandise shall be subject to approval of a Special Use Permit.*

Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required, Table 5-3

Standard	*GSF* [1]	*Requirement*	*Proposal*	*Recommendation*
Retail Sales and Services	*60,752 GSF*	*1 space per 500 GSF (122 spaces)*	*1 space per 202 GSF (301 spaces)*	*N/A*

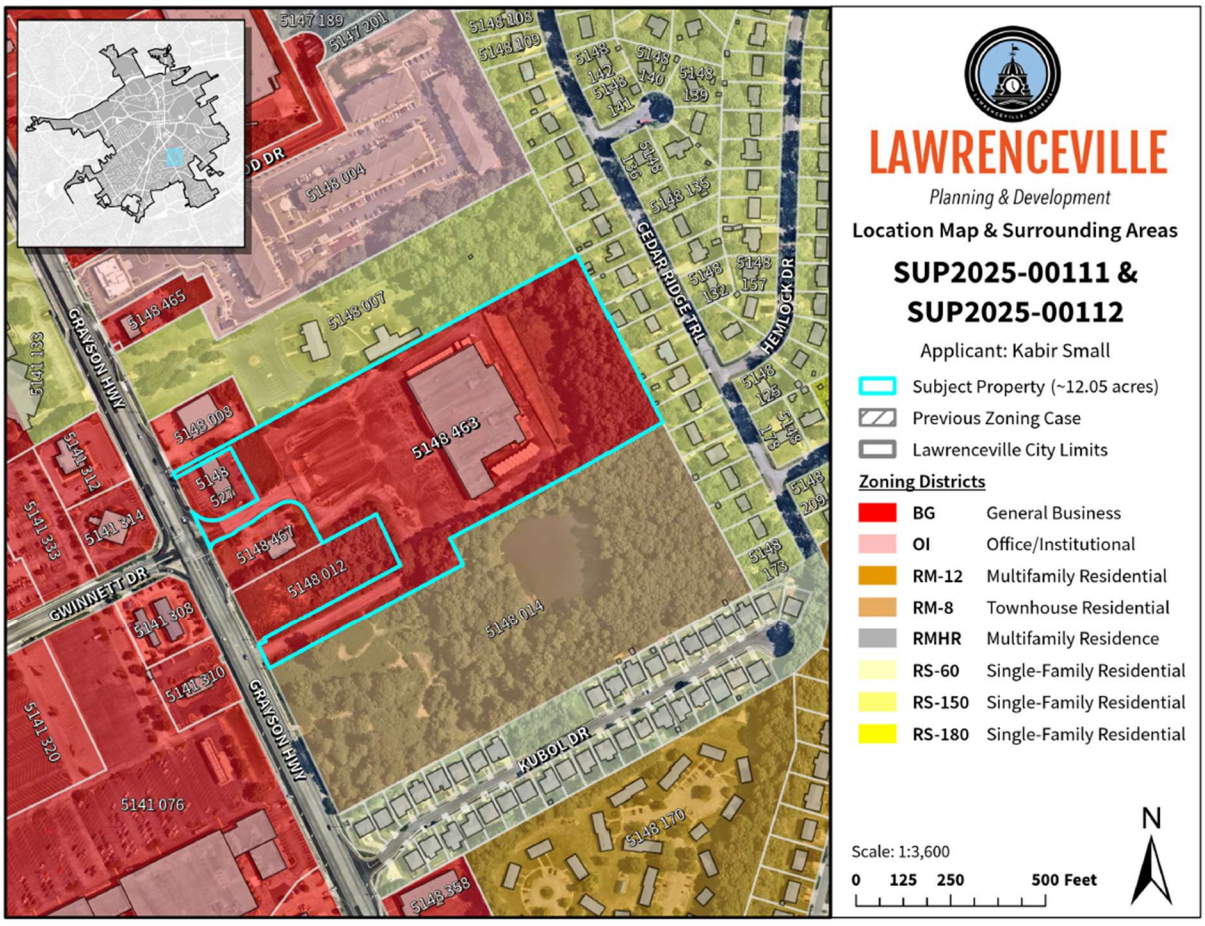
[1] GSF – Gross Square Footage

The parking requirements for a Trade/Vocational School are determined by the number of classroom and auditorium seats, which have not yet been finalized. As such, the number of parking spaces required can be estimated based on the Gross Square Footage (GSF) of the existing building. With a total of three hundred one (301) parking spaces currently on the site, there is approximately one parking space available per 202 Gross Square Feet of building area. This generally exceeds the minimum requirements and adequately provides enough off-street parking.

The applicant intends to renovate and repurpose the existing structure to include offices, classrooms, shops, and other training areas. All structural changes must comply with current Building and Fire Codes and must be reviewed and permitted by the proper authorities (Lawrenceville and Gwinnett County). As indicated in the conceptual site plan, the site will be improved with additional tree and shrub plantings, where feasible.

Given that the subject property was initially developed without buffers with the residential properties directly to the north and south and the subsequent zoning hearings upheld this design, its current lack of these buffers may be considered legally nonconforming. The undeveloped buffer to the rear (eastern end) of the property shall be maintained in its entirety.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP

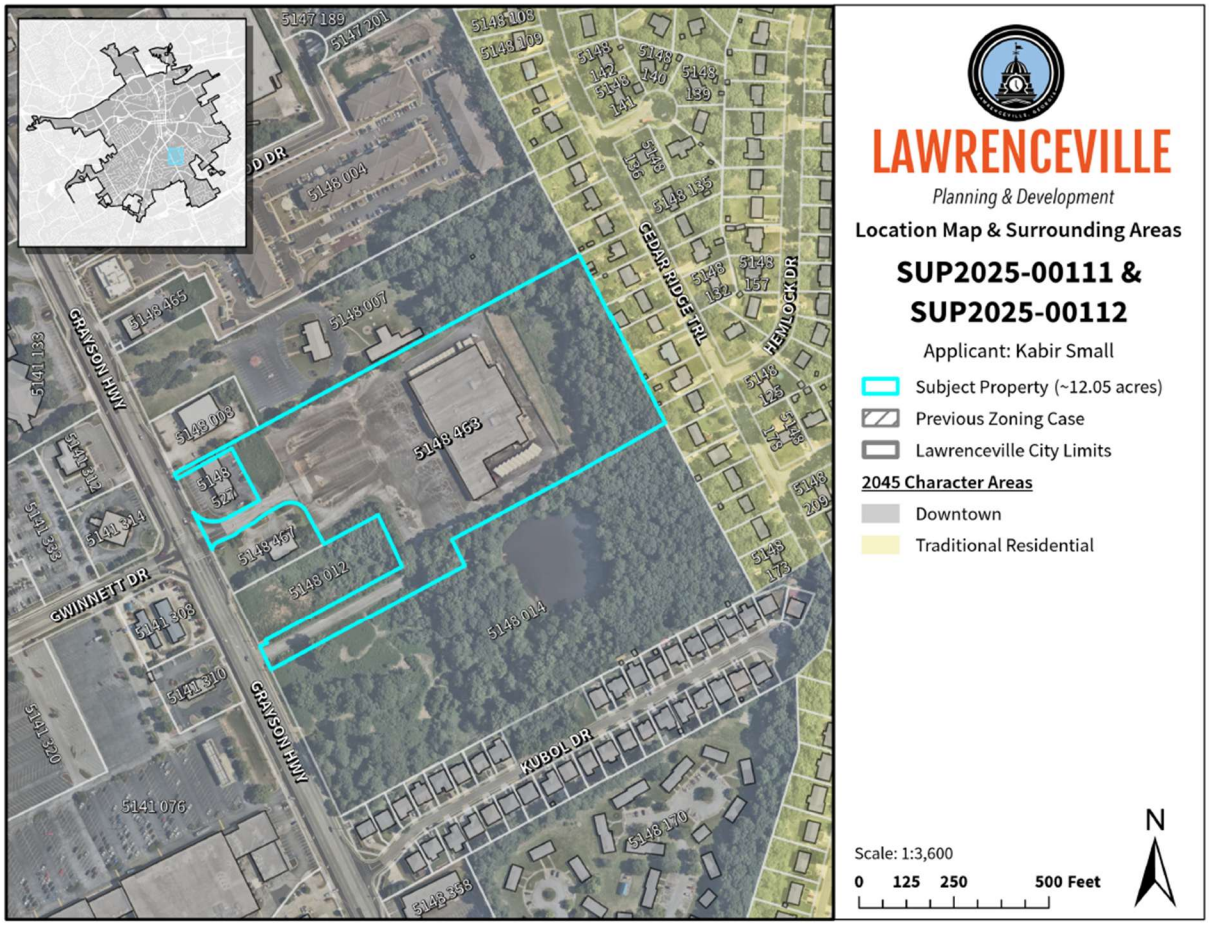


SURROUNDING ZONING AND USE

The area surrounding the subject property consists of both commercial and residential uses and zoning categories. The western side of Grayson Highway is predominantly composed of retail/commercial uses in a BG zoning district, including the Lawrenceville Town Center shopping center. The eastern side is decidedly more mixed-use, including the Southtown Square apartment community (zoned OI – Office/Institutional District) and Central Gwinnett VFW 119 (zoned RS-150 – Single-Family Residential District) to the north of the subject property. To the south is an undeveloped 14-acre parcel zoned RM-8 (see ***RZR2024-00022***) as well as the Wynfield Park residential subdivision, zoned RS-60 (Single-Family Residential District). Finally, the Acadia Woods residential subdivision abuts the property to its rear and is composed of single-family dwelling units zoned RS-150.

Overall, the proposed use may represent a suitable transition between the highway's commercial corridor and the nearby residential areas if developed with appropriate design considerations.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Downtown character area, defined as such:

> *Lawrenceville's Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce.*

> *[The Downtown character area] emphasizes urbanist principles such as mixed-use zoning to encourage a diverse range of activities, pedestrian-friendly streetscapes for accessibility and leisure, a diverse array of cultural events and festivals to create a sense of place and community. Where appropriate, emphasize historic preservation to maintain architectural heritage.*

Given that the subject property is located at the periphery of the Downtown character area — near its transition with the Traditional Residential and Commercial Corridor character areas — the proposed use of a Trade/Vocational School with Outdoor Storage may be considered conditionally appropriate.

STAFF RECOMMENDATION

The request to allow a Trade/Vocational School with associated Outdoor Storage at 420 Grayson Highway is consistent with the intent of the BG (General Business District) and generally aligns with the transitional nature of the area between the commercial corridor and nearby residential neighborhoods. The proposed use would repurpose an existing commercial structure for educational and workforce training purposes, supporting economic development and providing a productive reuse of a long-underutilized structure and long-overdue improvements to the site.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for both requests.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment

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 proposed Trade/Vocational School would be suitable in view of surrounding uses, as it provides an appropriate transition between the commercial corridor along Grayson Highway and nearby residential neighborhoods while repurposing an existing commercial structure for educational use.

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

   The proposed use is not expected to adversely affect adjacent or nearby properties, as operations will occur primarily indoors within the existing structure, and appropriate buffering and screening can mitigate any potential impacts from limited outdoor storage.

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 for general business; however, approval of these Special Use Permits would allow for a more productive reuse of an underutilized commercial building.

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 and utility demand; however, these impacts may 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 proposal is generally consistent with the policy and intent of the Comprehensive Plan, as it supports employment and educational opportunities within the Downtown character area while providing an appropriate transitional use near commercial and residential zones.

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

   Existing conditions, including the property's prior commercial use, ample parking, and proximity to both commercial and residential areas, support approval of the proposal as an adaptive reuse that aligns with the area's evolving mixed-use character.

   Unlike other rezoning proposals at the location, the intent is not to expand the scope or visibility of the Outdoor Storage on the site.

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00111

Approval of Special Use Permit for a Trade/Vocational School at the subject property, subject to the following enumerated conditions:

1. <u>To restrict the Special Use Permit as follows:</u>

A. General Business uses, which may include a Trade/Vocational School as a special use.

B. Site/landscape improvements shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated September 5, 2025. Any changes shall be subject to review and approval by the Director of Planning and Development.

C. 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.

D. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

E. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00112

Approval of Special Use Permit for Outdoor Storage for a Trade/Vocational School at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. Outdoor storage shall be limited to the existing storage units in the rear/side yards only, shown on the submitted site plan titled "420 Grayson Highway" prepared by "W&A Engineering", dated September 2, 2025. Outdoor storage outside this area is prohibited. Outdoor repair of equipment shall be prohibited.

B. The Special Use Permit shall be specific to operation of the Mechanical Trades Institute (Applicant) on the subject property, and in the event of a transfer, this Special Use Permit shall expire. The Applicant shall notify the City's Planning and Development Department within thirty (30) days of transfer of property ownership and operation.

C. In the event that the property is issued three (3) citations by the City's Code Enforcement Department within one (1) year, 365-day period, this Special Use Permit shall be revoked following appropriate advertisement and public hearing procedures.

D. Hours of operation of equipment in the enclosed outdoor storage area shall be from 8:30am to 6:30pm Monday – Saturday.

W&A ENGINEERING
A BETTER COMMUNITIES COLLABORATIVE COMPANY

Letter of Intent

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Project Name: Mechanical Trades Institute
Joint Apprenticeship & Training Trust
6120 Purdue Drive, SW
Atlanta, GA 30336

September 5, 2025

Planning and Development Department
City of Lawrenceville
70 S Clayton Street, PO Box 2200
Lawrenceville, GA 30046-2200

RE: Letter of Intent — Special Use Permit Application for 420 Grayson Hwy

To Whom It May Concern,

On behalf of the Mechanical Trades Institute, Joint Apprenticeship & Training Trust (MTI-JATT), this letter is submitted in support of our Special Use Permit (SUP) application for the property located at 420 Grayson Highway, Lawrenceville, GA.

This request is connected to the previously submitted case (SUP2025-00111), which seeks approval to establish an apprenticeship training school within the existing building. The present application is focused specifically on the existing storage units located on the north and south sides of the building, which are already in place on the property.

The property is currently classified and used as a storage facility. MTI-JATT proposes to change the use of the site to establish an apprenticeship training school that will serve as a state-of-the-art educational facility for training plumbers, pipefitters, and HVAC technicians.

Purpose of This Request

The intent of this SUP is to ensure that the existing storage units are formally recognized as part of the site program associated with the training facility. These units will continue to be used for storage to support the daily operations of the school, including materials, tools, and equipment required for hands-on training in plumbing, pipefitting, and HVAC systems.

W&A ENGINEERING
A BETTER COMMUNITIES COLLABORATIVE COMPANY

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Relationship to SUP2025-00111

This request is not a separate use but a companion to SUP2025-00111. Together, the two cases reflect a comprehensive plan for repurposing the property:

- SUP2025-00111 covers the renovation of the main building into classrooms, offices, and shop areas for training.
- This SUP addresses the existing storage units, ensuring their continued use is properly aligned with zoning requirements and incorporated into the approved educational program.

Site Utilization

- The existing structures will be renovated and repurposed to include offices, classrooms, shops, and training areas. Including the existing storage units, ensuring their continued use. Proposed upgrades will focus on enhancing safety and security, while ensuring the existing storage units are fully utilized to support training operations and equipment needs.
- All proposed site modifications will comply with zoning, life safety, accessibility, and building code requirements.

Commitment

MTI-JATT is committed to working collaboratively with the City of Lawrenceville to ensure that both applications are coordinated, consistent with city ordinances, and beneficial to the surrounding community. These approvals will allow the property to be transformed into a unified, state-of-the-art training facility while maintaining necessary support infrastructure.

We respectfully request your favorable consideration of this application, in connection with SUP2025-00111, to allow the existing storage units to remain in use as an integral part of the training center.

Thank you for your time and consideration.

Sincerely,



Curt A. Jackson
Director of Landscape Architecture – Atlanta

Kabir Small
Mechanical Trades Institute

cjackson@waengineering.com Business Administrator

Kabir Small
Mechanical Trades Institute
Business Administrator

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 148 OF THE 5th DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 (A 90-FOOT RIGHT-OF-WAY AT SUCH POINT) WITH THE CENTER LINE OF APPLEWOOD DRIVE; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 THE FOLLOWING COURSES AND DISTANCES: SOUTH 25° 28' 24" EAST 324.47 FEET TO A POINT; NORTH 64° 15' 58" EAST 5.00 FEET TO A POINT; AND SOUTH 25° 30' 29" EAST 515.02 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING NORTH 61° 10' 32" EAST 252.74 FEET TO A 4" CONCRETE MONUMENT FOUND; THENCE RUNNING NORTH 62° 20' 30" EAST 3.34 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, THENCE RUNNING NORTH 62° 20' 30" EAST 955.71 FEET TO A 4" CONCRETE MONUMENT FOUND; THENCE RUNNING SOUTH 26° 36' 49" EAST 494.34 FEET TO AN IRON PIN FOUND (1/2" PIPE); THENCE RUNNING SOUTH 61° 42' 15" WEST 640.07 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 24° 48' 00" EAST 74.39 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 61° 46' 30" WEST 330.59 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 62° 02' 02" WEST 250.01 FEET TO AN IRON PIN SET LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 NORTH 25' 30' 29" WEST 69.29 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING NORTH 67° 54' 16" EAST 21.35 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 25' 30' 29" WEST 7.90 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 62° 02' 02" EAST 413.51 FEET TO AN IRON PIN FOUND; THENCE RUNNING NORTH 25° 24' 38" WEST 150.01 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 62° 06' 28" WEST 161.48 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 28° 17' 45" WEST 101.35 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 47.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 66.47 FEET BEARING NORTH 73° 17' 45" WEST, A DISTANCE OF 73.83 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 61° 42' 15" WEST 25.16 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 297.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 60.58 FEET BEARING SOUTH 55° 51' 37" WEST, A DISTANCE OF 60.68 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 50° 00' 59" WEST 3.77 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 252.77 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF 63.62 FEET BEARING SOUTH 57° 15' 15" WEST, A DISTANCE OF 63.79 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 64° 28' 35" WEST 43.61 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 27.50 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 25.04 FEET BEARING SOUTH 37° 24' 31" WEST , A DISTANCE OF 25.99 FEET TO AN IRON PIN SET;

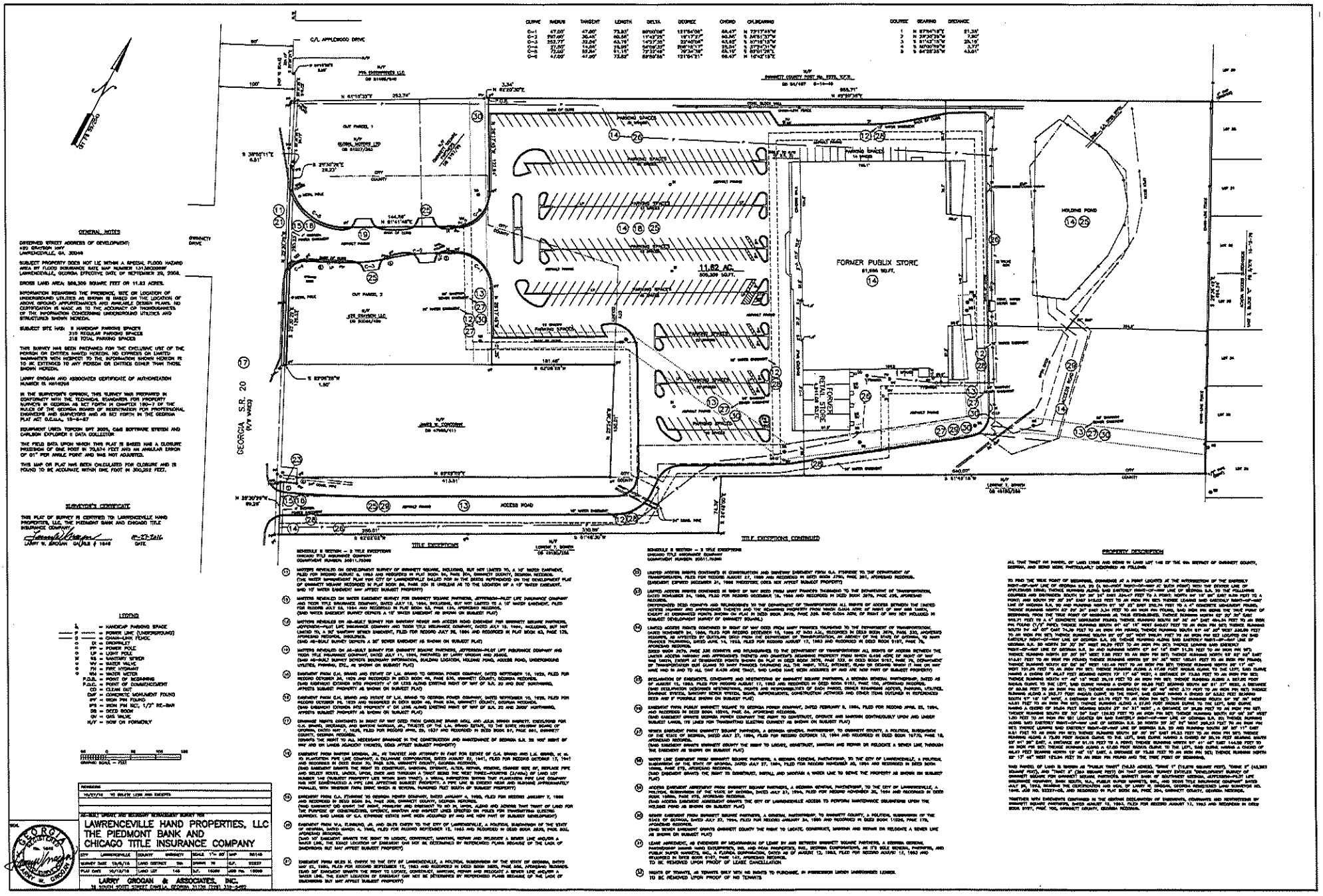
SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

THENCE RUNNING SOUTH 25°30' 29" EAST 126.52 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 62° 06' 28" WEST 1.50 FEET TO AN IRON PIN SET LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 NORTH 25° 30' 29" WEST 265.23 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING SOUTH 38° 50' 11" EAST 6.51 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 25° 30' 29" EAST 26.23 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 72.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 85.19 FEET BEARING SOUTH 82° 01' 28" EAST, A DISTANCE OF 91.15 FEET TO A POINT; THENCE RUNNING NORTH 61°41' 48" EAST 144.59 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 47.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 66.47 FEET BEARING NORTH 16° 42' 15" EAST, A DISTANCE OF 73.82 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 28°17' 45" WEST 122.94 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND IS SHOWN AS "PUBLIX TRACT" (10.33 ACRES), "DRIVE 1" (12,878 SQUARE FEET), "DRIVE 2" (43,203 SQUARE FEET), AND "TRACT 3" (393 SQUARE FEET) ON THAT CERTAIN SURVEY ENTITLED "DEVELOPMENT SURVEY OF GWINNETT SQUARE FOR GWINNETT SQUARE PARTNERS, BARNETT BANK OF SOUTHWEST GEORGIA, JEFFERSON-PILOT LIFE INSURANCE COMPANY, BANK SOUTH, N.A., PUBLIX SUPER MARKETS, INC., AND TICOR TITLE INSURANCE COMPANY" DATED JULY 28, 1993, BEARING THE CERTIFICATION AND SEAL OF LARRY W. GROGAN, GEORGIA REGISTERED LAND SURVEYOR NO. 1649, JOB NO. 92227-05, AND RECORDED IN PLAT BOOK 59, PAGE 204, GWINNETT COUNTY, GEORGIA RECORDS.

TOGETHER WITH EASEMENTS CONTAINED IN THE CERTAIN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY GWINNETT SQUARE PARTNERS, DATED AUGUST 12, 1993, FILED FOR RECORD AUGUST 17, 1993 AND RECORDED IN DEED BOOK 9197, PAGE 100, GWINNETT COUNTY, GEORGIA RECORDS.

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT


GENERAL NOTES
SURVEYOR'S CERTIFICATE
LEGEND
TITLE EXCEPTIONS
TITLE EXCEPTIONS CONTINUED
PROPERTY DESCRIPTION
GEORGIA S.R. 20
FORMER PUBLIX STORE
11.82 AC.
HOLDING POND
ACCESS ROAD
LAWRENCEVILLE HAND PROPERTIES, LLC
THE PIEDMONT BANK AND
CHICAGO TITLE INSURANCE COMPANY
LARRY GROGAN & ASSOCIATES, INC.



VICINITY MAP
NTS

SITE PLAN: SPECIAL USE PERMIT (SUP) APPLICATION

SPECIAL USE PERMIT
1. PROPOSED USE: APPRENTICESHIP/TRADE SCHOOL IN ACCORDANCE WITH OI ZONING DISTRICT AND SPECIAL USE PERMIT APPROVAL.
2. NO STATE WATERS, OR STREAM BUFFERS EXIST ON SITE.
3. EXISTING UTILITY CONNECTIONS (WATER/SEWER/ELECTRIC) TO BE REUSED. UPGRADES AS REQUIRED BY BUILDING RENOVATIONS
4. FUTURE SIGNAGE TO BE PERMITTED SEPARATELY; FINAL DESIGN WILL COMPLY WITH CITY OF LAWRENCEVILLE SIGN ORDINANCE.

NONCONFORMITIES – ARTICLE 3
1. EXISTING HARDSCAPE ENCROACHES INTO THE REQUIRED 75' UNDISTURBED BUFFER ALONG THE PLAN NORTH PROPERTY LINE.
2. PARKING LOT TREE PLANTING DOES NOT MEET THE STANDARD OF ONE TREE PER TEN SPACES; DUE TO THE EXISTING LOT CONFIGURATION, NEW TREES WILL BE INSTALLED ONLY WITHIN EXISTING ISLANDS.
3. EXISTING STRUCTURES AND SITE FEATURES ARE LEGALLY NONCONFORMING. RENOVATIONS AND SITE IMPROVEMENTS WILL CONFORM TO CURRENT CODE / ZONING ORDINANCE WHERE APPLICABLE.
4. THE SITE CONTAINS EXISTING STORAGE UNITS THAT WERE ESTABLISHED AND ARE RECOGNIZED AS A NONCONFORMING USE UNDER ARTICLE 3 OF THE ZONING ORDINANCE. RENOVATIONS AND SITE IMPROVEMENTS WILL COMPLY WITH CURRENT CODE STANDARDS WHERE APPLICABLE.

LANDSCAPING IMPROVEMENTS
1. EXISTING PARKING LOT ISLANDS, AS SHOWN, TO BE REPLANTED WITH CANOPY TREES AND GROUNDCOVER IN COMPLIANCE WITH CURRENT LANDSCAPE ORDINANCE.
2. A 10-FOOT LANDSCAPE STRIP TO BE PROPOSED ALONG THE SECONDARY DRIVEWAY, REPLACING KUDZU WITH APPROPRIATE PLANTING PER APPROVED LANDSCAPE PLAN.
   REQUIRED UNDISTURBED BUFFERS TO ADJACENT RESIDENTIAL DISTRICTS WILL BE MAINTAINED:
   - 50-FOOT UNDISTURBED BUFFER ADJACENT TO RS-60.
   - 75-FOOT UNDISTURBED BUFFER ADJACENT TO RS-150.

STORMWATER MANAGEMENT
1. EXISTING DETENTION POND WILL BE INSPECTED TO CONFIRM PROPER FUNCTIONALITY. REPAIRS OR UPGRADES WILL BE IMPLEMENTED AS NECESSARY TO COMPLY WITH CITY STANDARDS.

COMPLIANCE WITH ORDINANCE
1. ALL PROPOSED IMPROVEMENTS, WILL CONFORM TO CURRENT CITY OF LAWRENCEVILLE ZONING AND DEVELOPMENT REGULATIONS.
2. EXISTING NONCONFORMITIES NOT DIRECTLY ADDRESSED BY THIS PLAN ARE RECOGNIZED AS LEGALLY ESTABLISHED AND WILL NOT BE EXPANDED.
3. ALL EXISTING AND PROPOSED LANDSCAPE IS CONCEPTUAL ONLY.

PROJECT DATA

PROPERTY OWNER: LAWRENCEVILLE HAHO PROPERTIES
3350 RIVERWOOD PKWY, SUITE 1900
ATLANTA, GA 30339

DEVELOPER: MECHANICAL TRADES INSTITUTE
6120 PURDUE DR. SW
ATLANTA, GA 30336
ATTN: KABIR SMALL (404.984.0391)

AUTHORIZED AGENT: W&A ENGINEERING
2300 WINDY RIDGE PKWY SE, SUITE 560S
ATLANTA, GA 30339
ATTN: CURT JACKSON (770.366.9966)

PHYSICAL ADDRESS: 420 GRAYSON HWY LAWRENCEVILLE, GA 30046

TAX PARCEL: 5148463

TOTAL PROJECT ACREAGE: 11.94 ACRES

CONTOUR INTERVAL: 1' FIELD RUN TOPO BY SAM.biz DATED 5/29/24.

BOUNDARY SURVEY: THIS DRAWING WAS PREPARED USING A SAM.biz TOPOGRAPHIC SURVEY FOR LAWRENCEVILLE HAND PROPERTIES, LLC, DATED 5/29/24.

EXISTING ZONING: BG (GENERAL BUSINESS)

PROPOSED ZONING: OI (OFFICE INSTITUTIONAL)

EXISTING USE: STORAGE FACILITY

PROPOSED USE: INSTITUTIONAL

FLOOD PLAIN: SUBJECT PROPERTIES ARE WITHIN AREAS HAVING ZONE DESIGNATION OF ZONE X, DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NO. 13135C0086F, WITH AN EFFECTIVE DATE OF REVISED FOR COMMUNITY PANEL NUMBER 13099 0086 F, CITY OF LAWRENCEVILLE, GA.

THERE ARE NO STATE WATERS ONSITE, NOR WITHIN 200' OF THE SITE.

THERE ARE NO WETLANDS DELINEATED ON SITE.

W&A ENGINEERING
CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE
LAND SURVEYING | TRAFFIC ENGINEERING
ECONOMIC DEVELOPMENT
2300 Windy Ridge Pkwy SE, Suite 560S, Atlanta, GA 30339
P: (706) 310-0400
waengineering.com

ALL DRAWINGS SHALL REMAIN THE PROPERTY OF W&A ENGINEERING. THESE INSTRUMENTS OF SERVICE ARE TO BE USED SOLELY FOR THIS SPECIFIC PROJECT. W&A ENGINEERING SHALL RETAIN ALL LEGAL RIGHTS TO THE USE OF THE INSTRUMENTS OF SERVICE AND SHALL RETAIN FULL PROTECTION UNDER UNITED STATES COPYRIGHT LAW.

420 GRAYSON HWY

GWINNETT COUNTY, GA

420 GRAYSON HWY, LAWRENCEVILLE - 11.94 ACRES

Know what's below. Call before you dig. 811

REVISIONS

DATE	COMMENT

INITIAL SUB. DATE: 9/2/2025

ISSUANCE DATE: 9/2/2025

GEORGIA REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT CURT A. JACKSON 9/2/2025

W&A PROJECT #: 25-00283

REZONE CONCEPT PLAN

L201

SCALE 1" = 50'

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Mechanical Trades Institute	NAME: LAWRENCEVILLE HAND PROPERTIES, LLC FRED B. HAND III - MANAGER
ADDRESS: 6120 Purdue Dr. SW	ADDRESS: 3350 RIVERWOOD PARKWAY SUITE 1900
CITY: Atlanta	CITY: ATLANTA
STATE: GA ZIP: 30336	STATE: GA ZIP: 30339
PHONE: 404-696-7121	PHONE: 770 984 5475

CONTACT PERSON: Kabir Small PHONE: 404-984-0391

CONTACT'S E-MAIL: Kabir.small@72jatt.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): 5 ACREAGE: 11.94

PARCEL NUMBER(S): R5148 463

ADDRESS OF PROPERTY: 420 GRAYSON HIGHWAY, LAWRENCEVILLE

PROPOSED SPECIAL USE: Apprenticeship School

Kabir Small 8/25/25
SIGNATURE OF APPLICANT DATE

08.13.2025
SIGNATURE OF OWNER DATE

Kabir Small
TYPED OR PRINTED NAME

FRED B. HAND III
TYPED OR PRINTED NAME

Chanda Brewer 4/4/28
NOTARY PUBLIC DATE

08/13/2025
NOTARY PUBLIC DATE

CHANDA BREWER NOTARY PUBLIC PAULDING COUNTY, GEORGIA COMMISSION EXPIRES APRIL 4, 2028

JARED MOORE NOTARY PUBLIC DeKalb County STATE OF GEORGIA My Comm. Expires July 10, 2028

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

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?_____
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

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

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 CITY OF LAWRENCEVILLE, 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) 5 (District) - 148 (Land Lot) - R5148 463 (Parcel)

FPB/K — MANAGER 08.14.2025
Signature of Applicant Date

LAWRENCEVILLE HAND PROPERTIES, LLC
FRED B. HAND III — 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.

REVENUE TECHNICIAN'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)

Kimberly Bailey
NAME

Revenue Technician
TITLE

8/14/2025
DATE

Kabir Small
Business Administrator

Andrew Wilson
Training Director

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Mechanical Trades Institute
Joint Apprenticeship & Training Trust
6120 Purdue Drive, SW
Atlanta, GA 30336

August 18, 2025

Planning and Development Department
City of Lawrenceville
70 S Clayton Street, PO Box 2200
Lawrenceville, GA 30046-2200

RE: Letter of Intent – Special Use Permit Application for 420 Grayson Highway

To Whom It May Concern,

On behalf of the Mechanical Trades Institute, Joint Apprenticeship & Training Trust (MTI-JATT), this letter is submitted in support of our Special Use Permit (SUP) application for the property located at **420 Grayson Highway, Lawrenceville, GA**.

The property is currently classified and used as a **storage facility**. MTI-JATT proposes to change the use of the site to establish an **apprenticeship training school** that will serve as a state-of-the-art educational facility for training **plumbers, pipefitters, and HVAC technicians**.

Purpose and Community Benefit
The mission of MTI-JATT is to provide high-quality, hands-on education that equips apprentices with the technical skills and certifications necessary to succeed in the mechanical trades. This training center will:

- Create a direct pipeline of skilled labor to meet the growing workforce demand in Gwinnett County and the surrounding region.
- Offer career opportunities for local residents through earn-while-you-learn apprenticeship programs.
- Strengthen partnerships with contractors, businesses, and the community by supplying qualified, safety-trained professionals.
- Positively contribute to the local economy by increasing workforce readiness and supporting infrastructure development.

Kabir Small
Business Administrator

Andrew Wilson
Training Director

SUP2025-00111 & SUP2025-00112
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Site Utilization

- The existing structure will be renovated and repurposed to include offices, classrooms, shops, and training areas.
- Dedicated shop spaces will provide hands-on training in plumbing, HVAC, and pipefitting.
- Adequate parking and site circulation will be maintained to accommodate students, faculty, and staff.
- All proposed site modifications will comply with zoning, life safety, accessibility, and building code requirements.

Commitment

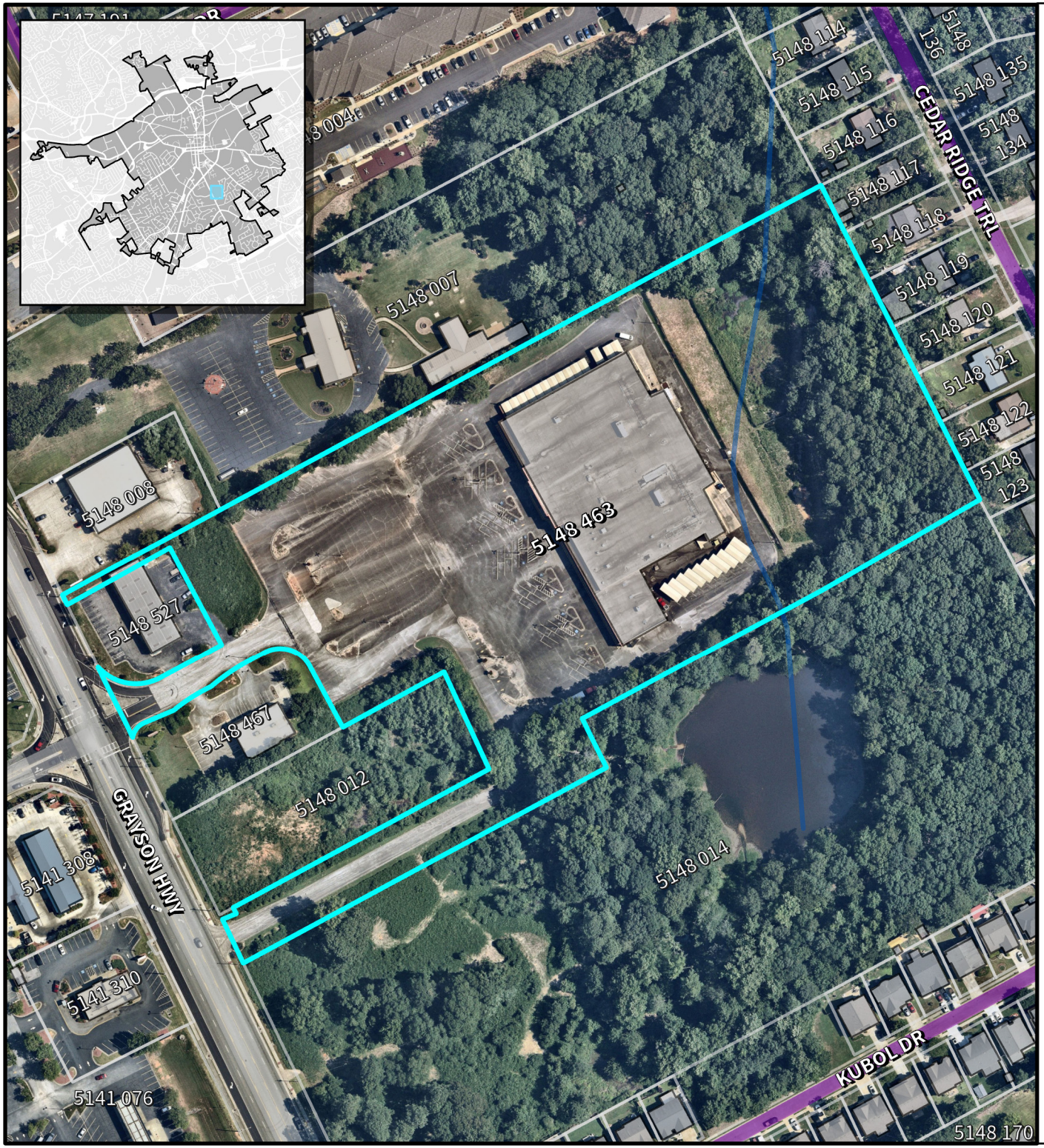
We understand the importance of thoughtful planning in the City of Lawrenceville. MTI-JATT is committed to ensuring the facility operates in full compliance with applicable ordinances, enhances the surrounding community, and fulfills the requirements set forth by the City for Special Use Permits.

We respectfully request your favorable consideration of this application so that we may move forward with transforming this facility into a vibrant educational institution that benefits both students and the community.

Thank you for your time and consideration.

Sincerely,

Kabir Small
Business Administrator



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00111 & SUP2025-00112

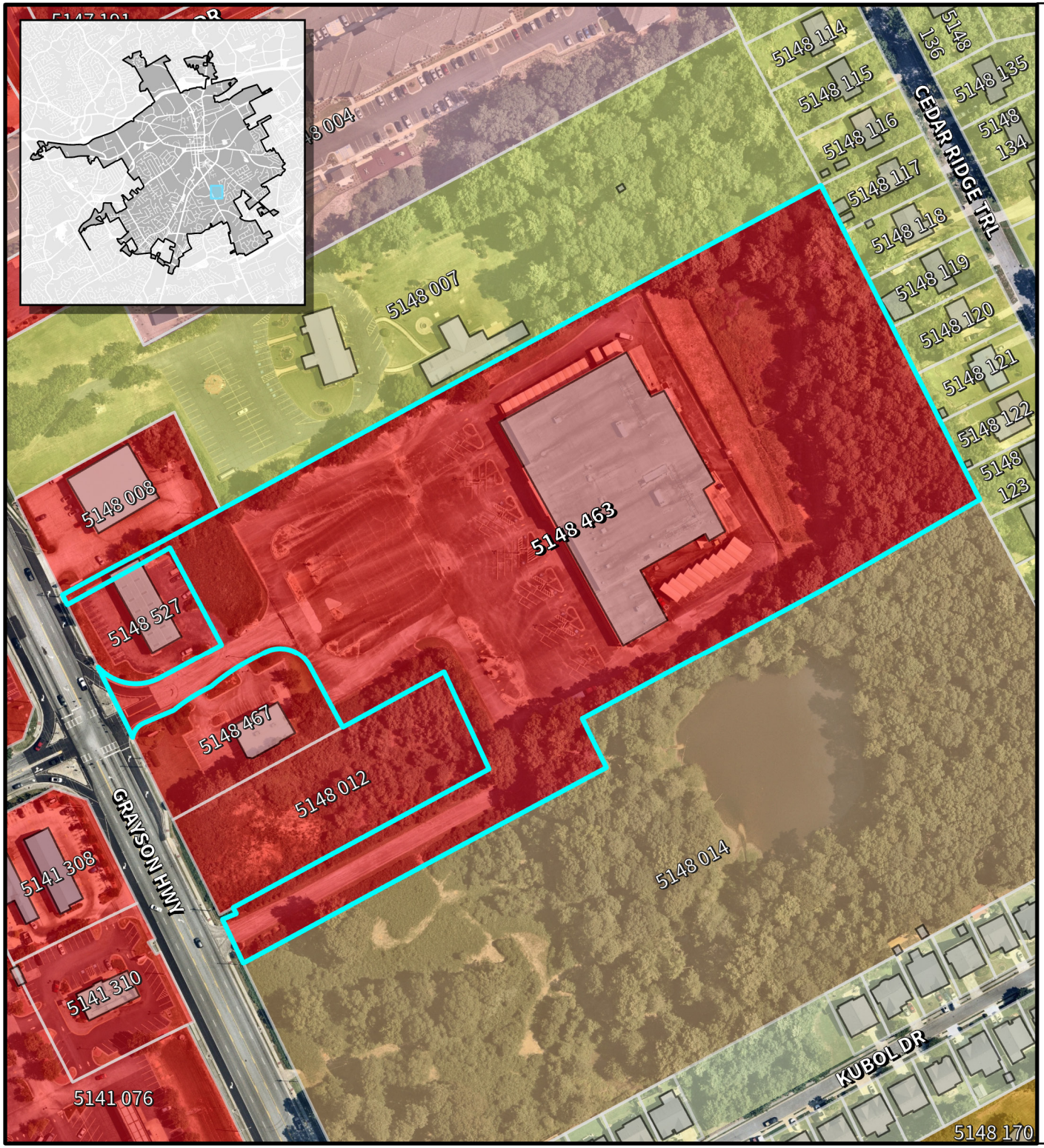
Applicant: Kabir Small

- Subject Property (~12.05 acres)
- Previous Zoning Case
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:2,400

0 80 160 320 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00111 & SUP2025-00112

Applicant: Kabir Small

- Subject Property (~12.05 acres)
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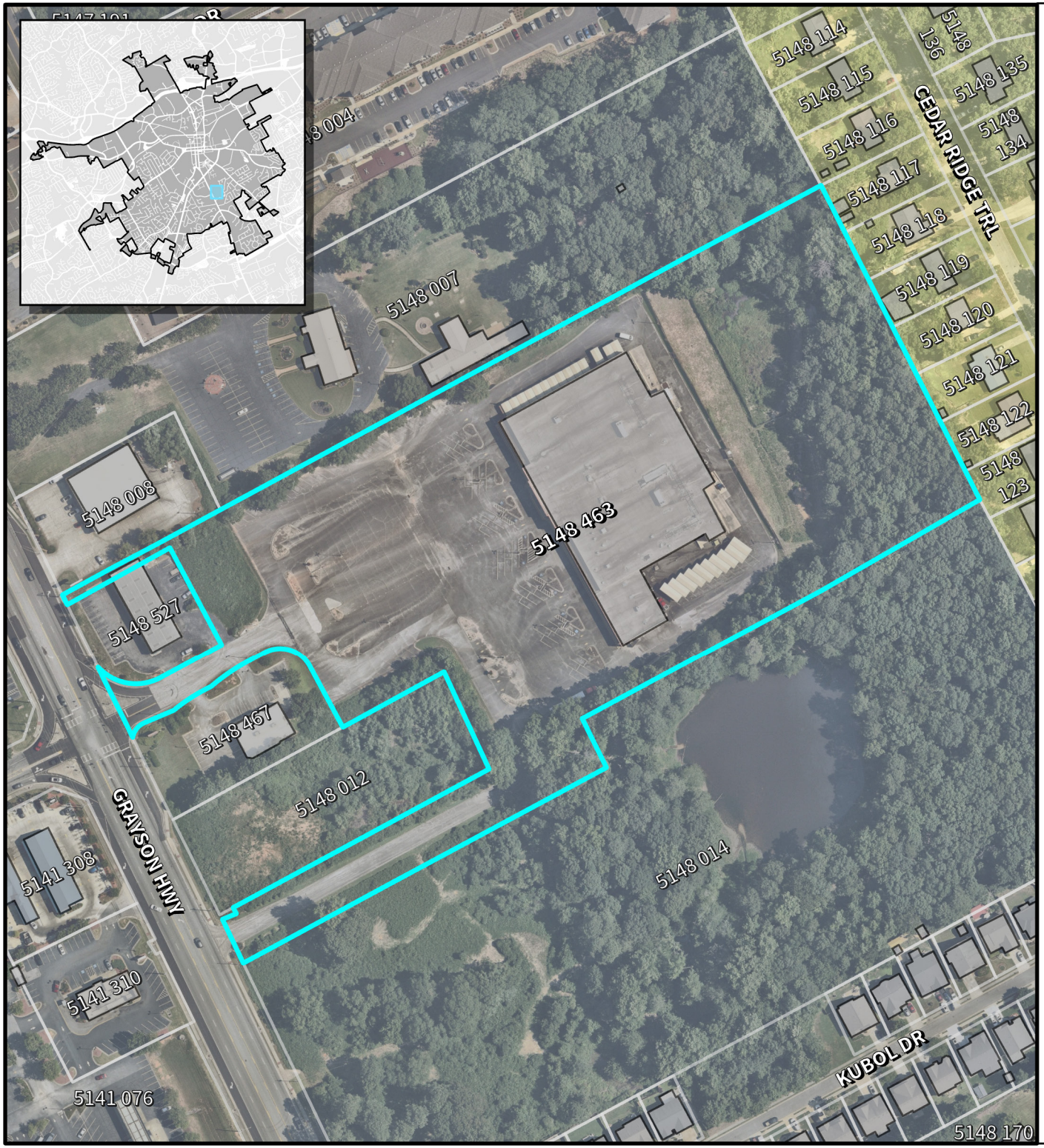
Zoning Districts

	BG	General Business
	OI	Office/Institutional
	RM-12	Multifamily Residential
	RM-8	Townhouse Residential
	RS-60	Single-Family Residential
	RS-150	Single-Family Residential

Scale: 1:2,400

0 80 160 320 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00111 & SUP2025-00112

Applicant: Kabir Small

- Subject Property (~12.05 acres)
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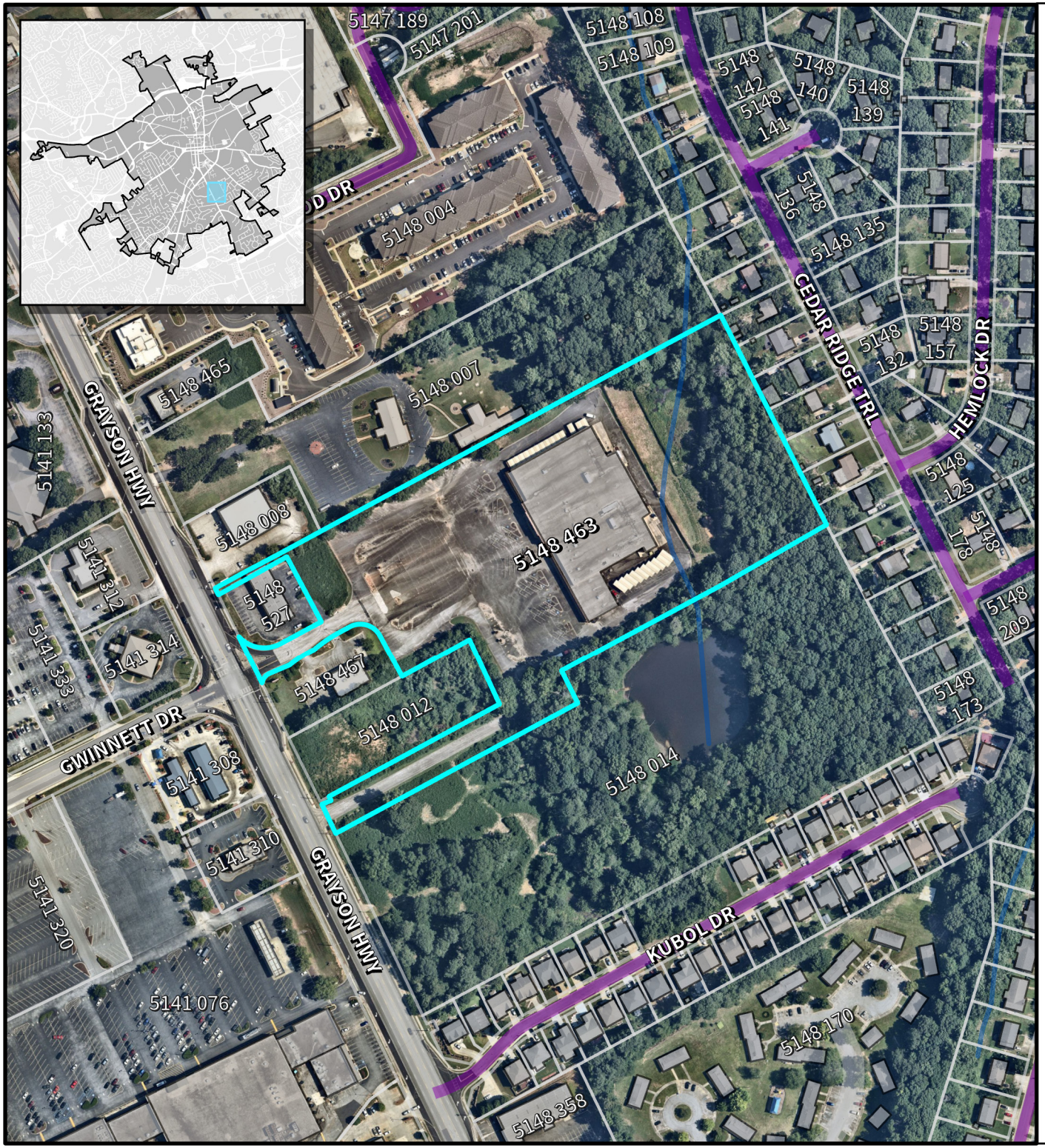
2045 Character Areas

- Downtown
- Traditional Residential

Scale: 1:2,400

0 80 160 320 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00111 & SUP2025-00112

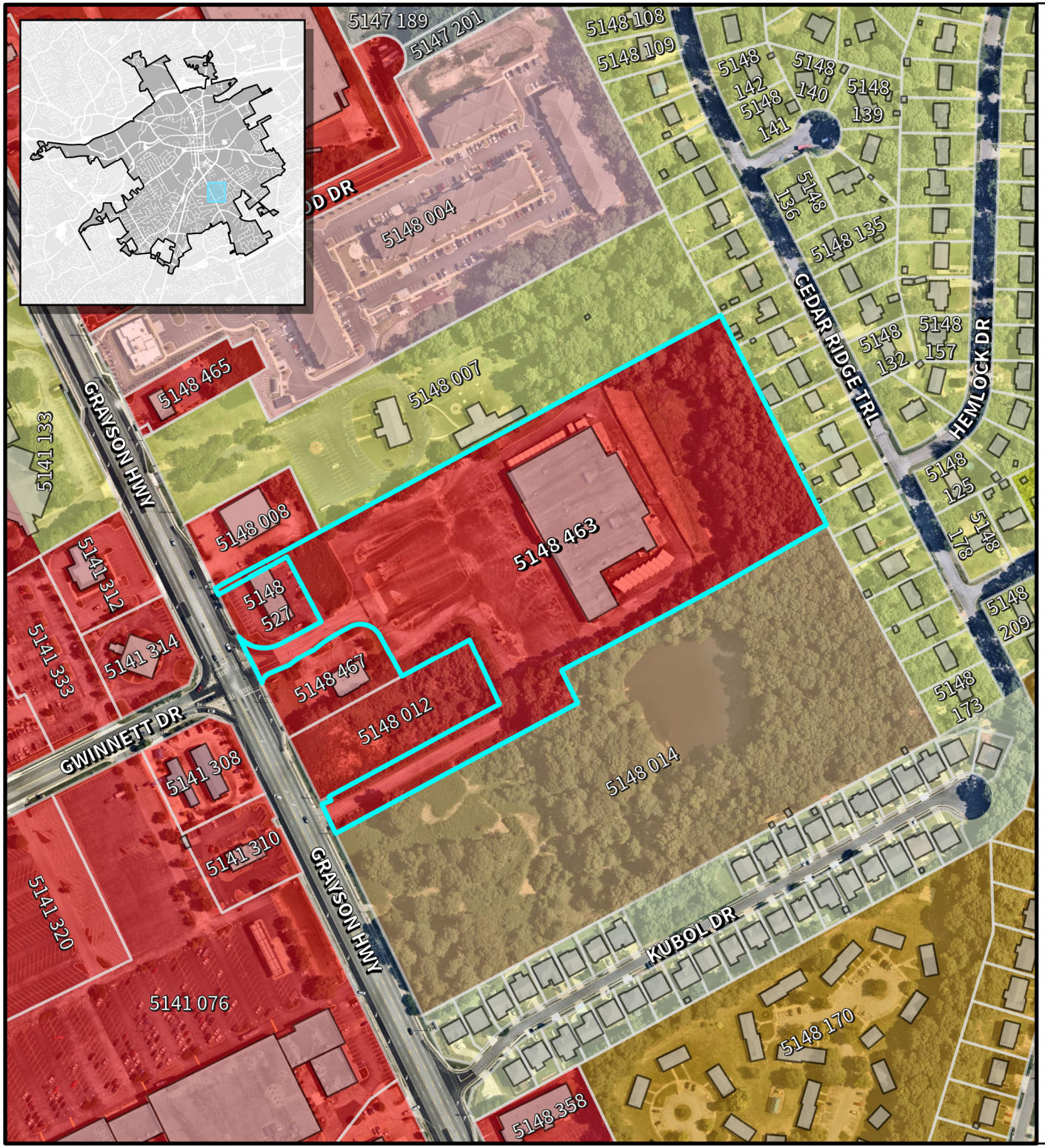
Applicant: Kabir Small

- Subject Property (~12.05 acres)
- Previous Zoning Case
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00111 & SUP2025-00112

Applicant: Kabir Small

- Subject Property (~12.05 acres)
- Previous Zoning Case
- Lawrenceville City Limits

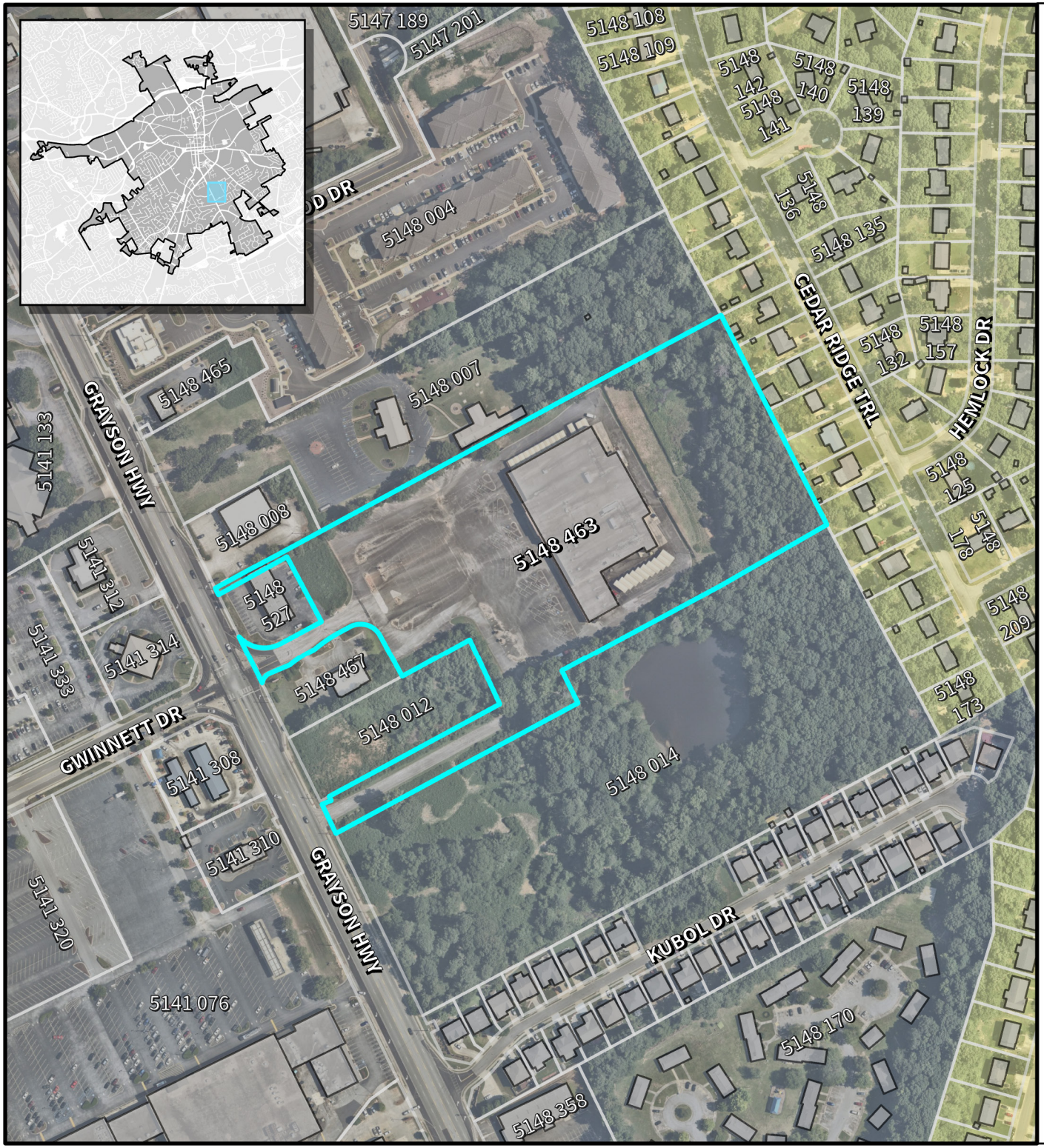
Zoning Districts

BG	General Business
OI	Office/Institutional
RM-12	Multifamily Residential
RM-8	Townhouse Residential
RMHR	Multifamily Residence
RS-60	Single-Family Residential
RS-150	Single-Family Residential
RS-180	Single-Family Residential

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00111 & SUP2025-00112

Applicant: Kabir Small

- Subject Property (~12.05 acres)
- Previous Zoning Case
- Lawrenceville City Limits

2045 Character Areas

- Downtown
- Traditional Residential

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00111

Approval of Special Use Permit for a Trade/Vocational School at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. General Business uses, which may include a Trade/Vocational School as a special use.

B. Site/landscape improvements shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated September 5, 2025. Any changes shall be subject to review and approval by the Director of Planning and Development.

C. 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, unless granted approval of a banner or temporary use permit by the City. 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.

D. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

E. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

P2025-00111 & 00112; PC RECO COND; 11032025

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00112

Approval of Special Use Permit for Outdoor Storage for a Trade/Vocational School at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. Outdoor storage shall be limited to the existing storage units in the rear/side yards only, shown on the submitted site plan titled "420 Grayson Highway" prepared by "W&A Engineering", dated September 2, 2025. Outdoor storage outside this area is prohibited. Outdoor repair of equipment shall be prohibited.

B. The Special Use Permit shall be specific to operation of the Mechanical Trades Institute (Applicant **and its various related corporations and subsidiaries**) on the subject property. In the event of a transfer of the **business or property to another entity or owner,** this Special Use Permit shall expire. The Applicant shall notify the City's Planning and Development Department within thirty (30) days of transfer of property ownership and**/or** operation.

C. In the event that the property is issued three (3) citations by the City's Code Enforcement Department within one (1) year, 365-day period, this Special Use Permit shall be revoked following appropriate advertisement and public hearing procedures.

D. Hours of operation of equipment in the enclosed outdoor storage area shall be from 8:00 a.m. to **9:00** p.m. Monday – **Friday, and 8:00 a.m. to 6:00 p.m.** Saturday - **Sunday.**

P2025-00111 & 00112; PC RECO COND; 11032025

LAWRENCEVILLE

Planning & Development

MAYOR AND COUNCIL ~~PLANNING COMMISSION~~PLANNING COMMISSION~~

RECOMMENDED CONDITIONS_111043~~3~~2025

SUP2025-00111

Approval of Special Use Permit for a Trade/Vocational School at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. General Business uses, which may include a Trade/Vocational School as a special use.

B. Site/landscape improvements shall be in general accordance with the submitted site plan received by the Department of Planning and Development, dated September 5, 2025. Any changes shall be subject to review and approval by the Director of Planning and Development.

C. 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. ~~, unless granted approval of a banner or temporary use permit by the City.~~ No decorative balloons or hot-air balloons shall be displayed on the site at any time. Yard and/or bandit signs, sign-twirlers, or sign-walkers shall be~~remain~~ prohibited.~~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.~~

D. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

E. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

P2025-00111 & 00112; MC RECO COND; 11022025

G. Within one hundred eighty (180) days of approval of this Special Use Permit, the applicant shall submit a written request to the Planning and Development Director to withdraw Special Use Permit SU-15-02, which authorizes a Self Storage Facility. The withdrawal request shall be processed in accordance with City of Lawrenceville Zoning Ordinance, Article 9 (Administration and Enforcement) requirements and presented to the City Council for approval prior to the issuance of any permits.

~~***G.***~~***H.*** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

P2025-00111 & 00112; MC RECO COND; 11022025

LAWRENCEVILLE

Planning & Development

MAYOR AND COUNCIL ~~APPLICANTPLANNING COMMISSION~~

RECOMMENDED CONDITIONS_111003~~03~~2025

SUP2025-00112

Approval of Special Use Permit for Outdoor Storage for a Trade/Vocational School at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. Outdoor storage shall be limited to orderly stacked pipe storage ~~the existing storage units~~ in the rear/side yards only, shown on the submitted site plan titled "420 Grayson Highway" prepared by "W&A Engineering", dated September 2, 2025. Outdoor storage outside this area is prohibited. Outdoor repair of equipment shall be prohibited.

B. The Special Use Permit shall apply exclusively ~~be specific~~ to the operation of the Mechanical Trades Institute (Applicant) and its affiliated corporations or~~various corporations and s~~subsidiaries on the subject property. In the event of a sale,~~–~~ transfer, or conveyance of the business or property to another entity or owner, this Special Use Permit shall automatically expire. The Applicant shall notify the City's Planning and Development Department within thirty (30) days of transfer.~~ of property.The Special Use Permit shall be specific to operation of the Mechanical Trades Institute (Applicant) on the subject property, and in the event of a transfer, this Special Use Permit shall expire. The Applicant shall notify the City's Planning and Development Department within thirty (30) days of transfer of property ownership and operation~~. The Applicant's failure to notify the City's Planning and Development Department of the sale, transfer, or conveyance of the business or the property shall authorize the Director of the Planning and Development Department to recommend withdrawal of the Special Use Permit in accordance with Article 9 (Administration and Enforcement) of the City of Lawrenceville Zoning Ordinance, by presenting the withdrawal request to the City Council for a decision.

C. In the event that the property is issued three (3) citations by the City's Code

P2025-00111 & 00112; MC RECO COND; 11022025

Enforcement Department within one (1) year, 365-day period, this Special Use Permit shall be revoked following appropriate advertisement and public hearing procedures.

D. Hours of operation of equipment in the enclosed outdoor storage area shall be from 8:0~~3~~0 a.m. to 9~~6~~:0~~3~~0 p.m. Monday – Fri~~Satur~~day; 8:00 a.m. to 6:00 p.m. Saturday and Sunday.~~.~~

E. Within one hundred eighty (180) days of approval of this Special Use Permit, the applicant shall submit a written request to the Planning and Development Director to withdraw Special Use Permit SU-CIC-18-15, which authorizes covered outdoor storage of recreational vehicles and vessels. The withdrawal request shall be processed in accordance with City of Lawrenceville Zoning Ordinance, Article 9 (Administration and Enforcement) requirements and presented to the City Council for approval prior to the issuance of any permits.

F. Within 180 days of approval of this special use request, the applicant shall remove existing canopies on the sides and rear of the facility.

G. Outdoor speakers or sound amplification systems shall be prohibited.

H. Applicant shall maintain existing solid brick wall (minimum 10' in length) at the northern side of the building and ensure that the wall is in good repair.

~~***D.***~~***I.*** Applicant shall ensure slatted chainlink fence on the sides and rear of the property is in good repair.

P2025-00111 & 00112; MC RECO COND; 11022025

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	SUP2025-00113; Douglas Garcia; 899 Grayson Highway
Department:	Planning and Development
Date of Meeting:	Wednesday, November 19, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Special Use Permit for an Auto Broker's Office
Planning & Development Recommendation:	Denial
Planning Commission Recommendation:	Denial

Summary: The applicant requests a Special Use Permit for 899 Grayson Highway to allow for an Auto Broker's Office with no stored inventory at the subject property. The subject property is an approximately 0.39-acre parcel zoned BG (General Business District), located along the western right-of-way of Grayson Highway, north of its intersection with Plantation Boulevard/Park Place Drive.

Attachments/Exhibits:

- SUP2025-00113_P&D RPRT COND ATTCH_10082025.pdf
- SUP2025-00113_PC RECO CNDS_11032025.pdf

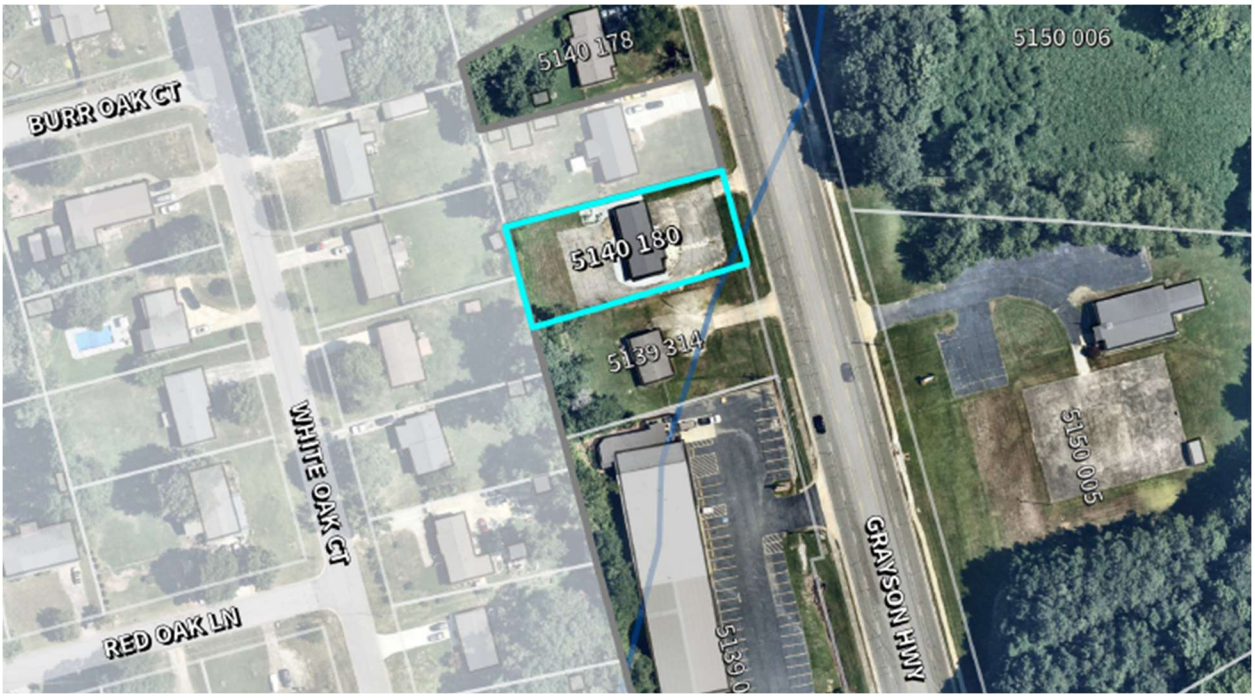
LAWRENCEVILLE

Planning & Development

SPECIAL USE PERMIT

CASE NUMBER(S):	**SUP2025-00113**
APPLICANT(S):	DOUGLAS GARCIA
PROPERTY OWNER(S):	VIZUETH REALTY HOLDINGS 1 LLC
LOCATION(S):	899 GRAYSON HIGHWAY
PARCEL IDENTIFICATION NUMBER(S):	R5140 180
APPROXIMATE ACREAGE:	0.39 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	AUTO BROKER OFFICE
DEPARTMENT RECOMMENDATION:	**DENIAL**

VICINITY MAP



ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1987, the earliest zoning record on file for the parcel. In 2018, a Special Use Permit to allow expanded use of the property for auto inventory (Outdoor Storage) was denied, pursuant to***SU-18-17***.

PROJECT SUMMARY

The applicant requests a Special Use Permit for 899 Grayson Highway to allow for an Auto Broker's Office with no stored inventory at the subject property. The subject property is an approximately 0.39-acre parcel zoned BG (General Business District), located along the western right-of-way of Grayson Highway, north of its intersection with Plantation Boulevard/Park Place Drive.

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 1,581 square-foot one-story office building, accessory driveways, and parking. The applicant requests a Special Use Permit for the subject property to allow its use as the administrative offices of Skylion Co, LLC, a licensed vehicle broker.

Article 1 Districts, Section 103.2 Use Table

Standard	*Requirement*	*Proposal*	*Recommendation*
Automobile Sales or Auction and Related Service (outdoor sales) Including Autobroker	BG- Special Use Permit	BG- Special Use Permit	*Denial*
Automobile Sales or Auction and Related Service (indoor only) Including Autobroker	LM & HM Zoning Districts Only	N/A	*N/A*

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.8 Automobile Sales or Auction and Related Service (Used or New Outdoor Car Outdoor Sales Lot) reads as follows:

A. No used car lots are permitted within 100 feet of any residential property.

B. No lots smaller than 25,000 square feet.

C. All buildings must have a permanent foundation. Architectural exterior treatments must consist of brick, or stone.

D. The building must be at least 1000 square feet.

E. No metal building facades; and

F. A 15-foot landscape buffer shall be provided fronting the street.

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.9 Automobile Sales (Indoor) or Auction and Related Service reads as follows:

A. No used car lots are permitted within 100 feet of any residential property.

B. No lots smaller than 25,000 square feet.

C. All buildings must have a permanent foundation. Architectural exterior treatments must consist of brick, or stone.

D. The building must be at least 1000 square feet.

E. No metal building facades; and

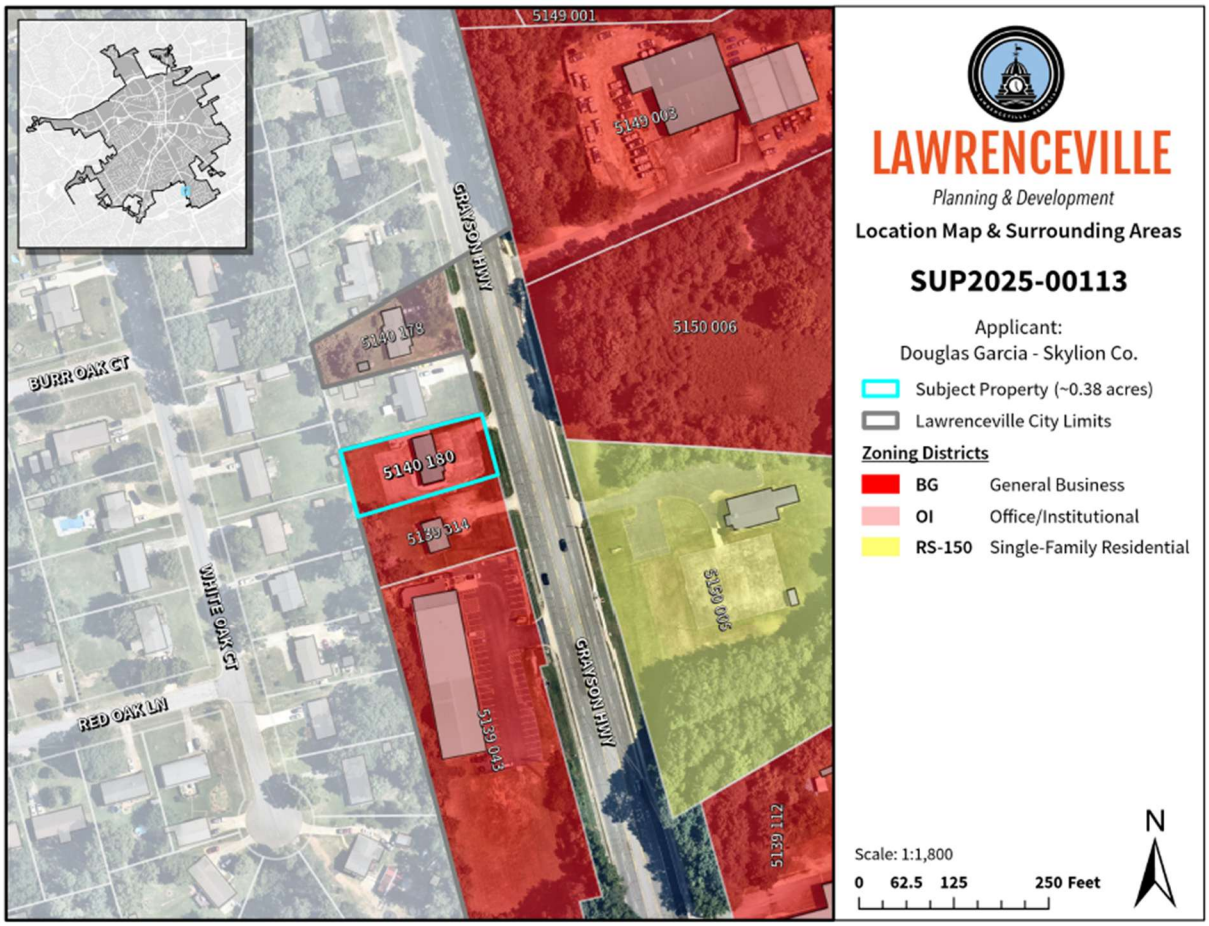
F. A 15-foot landscape buffer shall be provided fronting the street.

G. Auto repair shall be prohibited.

H. Display and outdoor storage shall be prohibited.

The subject property is both directly adjacent to residential properties (the unincorporated Oakland Woods residential subdivision, to the rear) and, at 16,988 square feet / 0.39 acres in size, does not meet the 25,000 square foot / 0.57 acre minimum lot size. Given the current supplementary standards governing auto brokers and related uses, approval of the proposal will require rezoning the property to LM or HM and/or amendments to both Article 1 and Article 2.

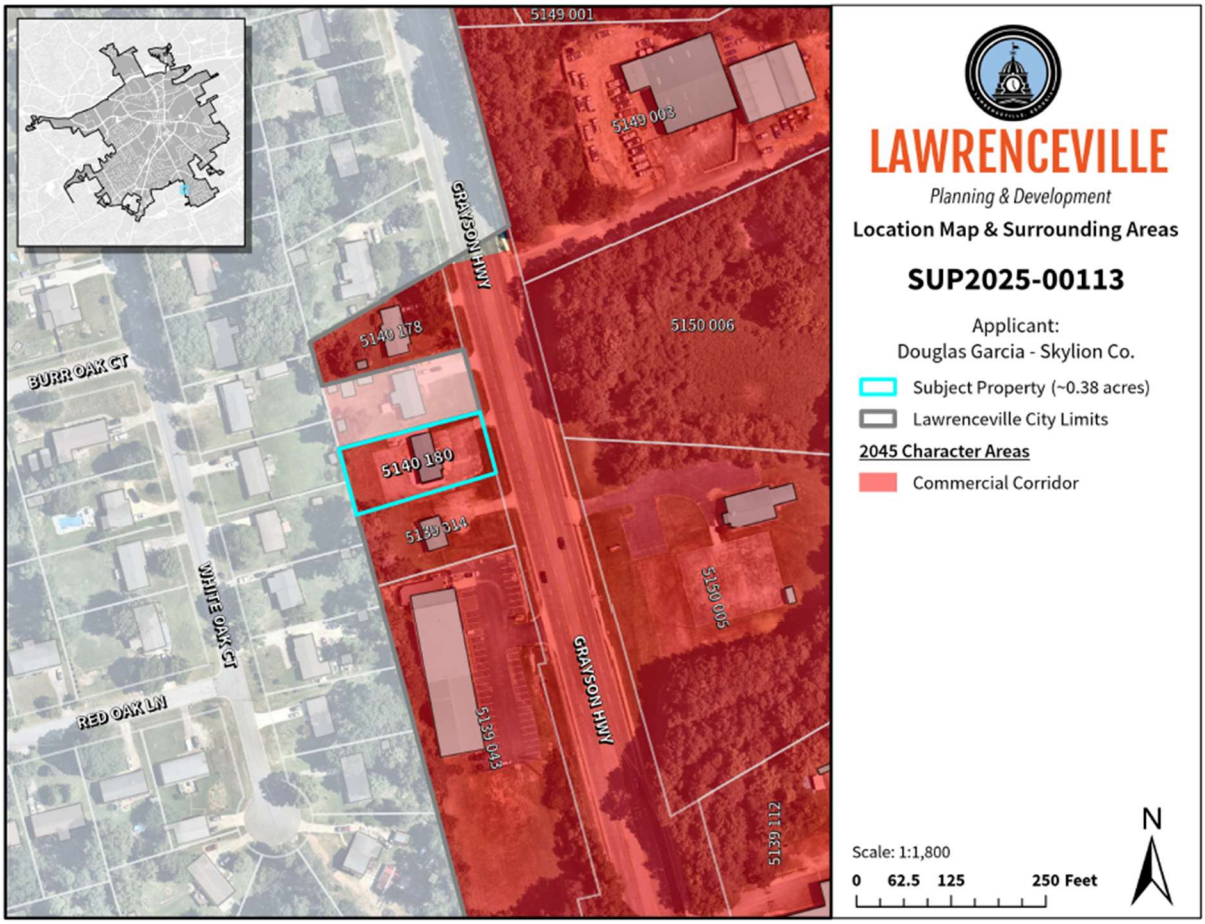
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses zoned BG (General Business District) along Grayson Highway, with single-family residential uses and zoning districts further away from the main throughfare. The aforementioned Oakland Woods residential subdivision to the rear of the property is zoned Gwinnett County R-75 (Single-Family Residential) district, analogous to the City of Lawrenceville R-150 zoning district. Further, Meadowbrook Baptist Church occupies the lot directly across the street from the subject property, located within a RS-150 residential zoning district. Given the proximity of residential land uses and zoning districts, the proposal may be incompatible for the area.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Commercial Corridor character area, defined as such:

> *The commercial corridor character area corresponds to a major road corridor into the city. It is intended to accommodate large-scale commercial uses that serve the traveling public via automobiles. These uses include, but are not limited to, big box' retail stores, car dealerships, car washes, and large corporate offices. All such uses require careful site planning to ensure interconnectivity and compliance with applicable parking, lighting, landscaping, and signage standards. Commercial corridors are typically less pedestrian-oriented than neighborhood and community centers.*

Uses related to automobiles may be appropriate for the Commercial Corridor character area.

STAFF RECOMMENDATION

The requested Special Use Permit to allow an Auto Broker's Office at 899 Grayson Highway is inconsistent with current zoning and supplemental standards, as the property is undersized, directly abuts residential uses, and would require rezoning or ordinance amendments to operate legally. Therefore, the Planning and Development Department recommends **DENIAL** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment

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 proposed Auto Broker's Office is not suitable in view of the adjacent and nearby properties, as it directly abuts residential uses, which may be negatively impacted by increased traffic and commercial activity associated with the use.

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

   The proposed use may adversely affect the existing residential and institutional properties nearby due to its proximity to homes, introducing potential noise, traffic, and aesthetic impacts inconsistent with surrounding land uses.

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

   The property has reasonable economic use as currently zoned.

4. **Whether the zoning proposal will result in a use 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 and utility demand; however, these impacts may 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 Commercial Corridor Character Area are intended to provide a center for a variety of retail activities. As such, the proposed Special Use Permit allowing an Auto Broker's Office at this location could be consistent with the 2045 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;**

   Given the current state of supplementary regulations governing auto sales, including auto brokers, the subject property is not eligible for such a use. Further, City Council has continuously reinforced a precedent for denial of such uses – including at the subject property.

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_10122025

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

SUP2025-00113

Approval of Special Use Permit for an Auto Broker's Office at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. The Special Use Permit shall be specific to operation of Skylion Co. (Applicant) on the subject property, and in the event of a transfer, this Special Use Permit shall expire. The Applicant shall notify the City's Planning and Development Department within thirty (30) days of transfer of property ownership and operation.

B. In the event that the property is issued three (3) citations by the City's Code Enforcement Department within one (1) year, 365-day period, this Special Use Permit shall be revoked.

C. The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.

D. Outdoor storage (including vehicle inventory) shall be prohibited.

E. 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.

F. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

G. Peddlers and/or any parking lot sales unrelated to the Special Use shall be

prohibited.

H. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

SKYLION CO

September 03, 2025

City of Lawrenceville
Planning and Zoning Department
70 S Clayton St
Lawrenceville, GA 30046

Letter of Intent
Request for Special Use Permit

To Whom It May Concern:

On behalf of **Skylion Co, LLC**, we respectfully submit this Letter of Intent in support of our application for a **Special Use Permit** for the property located at **899 Grayson Highway, Lawrenceville, GA 30045**.

Our company is a **licensed vehicle broker**, and our operations are strictly limited to providing **administrative and legal services** related to vehicle transactions. These activities include assisting clients with documentation, title processing, registration, licensing, and other required paperwork.

We would like to emphasize the following:

1. No vehicle sales, storage, or display will take place on the premises. The property will not be used for showcasing inventory or operating as a car lot.
2. The property will be used exclusively as office space. All activities will be administrative in nature, including client consultations and paperwork processing.

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

3. No structural modifications or redesigns are planned. The property is already configured for office use, and we intend to maintain it as such without any physical alterations.
4. Minimal impact on surrounding properties. Since our business does not involve the movement of vehicles in or out of the property, it will not generate significant traffic, noise, or disturbances.

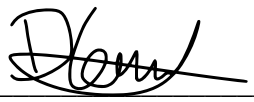
We believe that this proposed use is consistent with the intent of the zoning regulations and will ensure that the property contributes positively to the local business environment.

For these reasons, we respectfully request approval of our **Special Use Permit** application. Please feel free to contact us should you require any additional information or supporting documentation.

Thank you for your time and consideration.

Respectfully submitted,

Douglas Garcia
Owner
Skylion Co, LLC
skylioncollc@gmail.com
678-704-1605



Signature

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

DEED B: 61505 P: 00650
10/31/2024 03:42 PM Pgs: 4 Fees: $230.00
TTax: $205.00
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672024026008
ERECORDED
eFile Participant IDs: 0175575547,

After Recording, Return to:
Jules Law Group
3985 Steve Reynolds Blvd
Building D
Norcross, GA 30093
Attn: Jules Junker, Esquire

R 5140 180

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT

2410-26

THIS INDENTURE, made this **24th** day of **October, 2024,** between **RUBI AND FERNANDA REALTY LLC, a Florida limited liability company,** having an address of 1393 Sutters Walk, Lawrenceville, GA 30045 ("**Grantor**") and **VIZUETH REALTY HOLDINGS I, LLC, a Georgia limited liability company,** having an address of 5181 Parks Rd, Cumming, GA 30041 ("**Grantee**").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, and all improvements situated thereon ("**Property**").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, improvements, and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This Limited Warranty Deed and the warranty of title contained herein are made subject to the matters set forth on Exhibit B attached hereto.

Except with respect to matters set forth on Exhibit B, hereto, Grantor will warrant and forever defend the right and title to the Property, unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=86750267&key1=61505&key2=650&county=67&countyname=GWINNETT&userid=368762… 1/4

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

JULES JUNKER NOTARY PUBLIC DEKALB COUNTY, GEORGIA My Commission Expires 03-26-2025

RUBI AND FERNANDA REALTY LLC
a Florida limited liability company

Managing Member

BY: DESIREC B. TORRES CHAVIANO
ITS: MANAGING MEMBER

Managing Member

BY: REINALDO PEREZ
ITS: MANAGING MEMBER

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

EXHIBIT "A"

LEGAL DESCRIPTION

899 GRAYSON HIGHWAY, LAWRENCEVILLE, GA 30046

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 140 OF THE 5TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING LOT 51, BLOCK "G", OAKDALE WOODS SUBDIVISION, UNIT TWO AS PER PLAT RECORDED IN PLAT BOOK V, PAGE 5, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLAT IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION.

LESS AND EXCEPT THAT PORTION OF THE ABOVE LAND CONVEYED TO THE DEPARTMENT OF TRANSPORTATION IN DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DEED DATED MAY 11, 1987, RECORDED MAY 19, 1987 IN BOOK 4313, PAGE 83, GWINNETT COUNTY, GEORGIA RECORDS, WHICH DEED IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION.

TAX ID # R5140 180

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Recorded May 6, 1971 — Milland Peavy C.S.C.

SUP2025-00113
RECEIVED SEPTEMBER 9, 2025
PLANNING & DEVELOPMENT DEPARTMENT

7.

PROTECTIVE COVENANTS

LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH ARE COVENANTS RUNNING WITH THE LAND AND MAY BE ENFORCED BY THE OWNER OF ANY LOT IN THE SUBDIVISION AND SHALL REMAIN IN FORCE AND EFFECT UNTIL THE 30th DAY OF APRIL, 1996.

1. LOTS SHOWN SHALL BE FOR SINGLE FAMILY RESIDENCE PURPOSES ONLY.
2. NO LOT SHALL BE SUBDIVIDED, NOR SHALL MORE THAN ONE HOUSE BE ERECTED ON ANY ONE LOT.
3. NO HOUSE SHALL BE NEARER A FRONTING STREET THAN BUILDING LINE SHOWN ON PLAT, NOR NEARER TO ANY SIDE STREET THAN BUILDING LINE SHOWN ON PLAT, NOR NEARER THAN 10' TO ANY SIDE LOT LINE.
4. NO BUILDING SHALL BE ERECTED ON ANY LOT TO BE USED AS A SCHOOL, CHURCH, OR KINDERGARTEN.
5. NO TEMPORARY HOUSE, SHACK, TENT, OR TRAILER SHALL BE ERECTED OR OCCUPIED ON ANY LOT AS A RESIDENCE, SCHOOL, CHURCH, OR KINDERGARTEN.
6. NO RESIDENCE SHALL BE ERECTED ON ANY LOT TO HAVE LESS THAN 1000 SQ. FT.
7. STREETS TO BE PAVED BY DEVELOPER.

OWNER'S ACKNOWLEDGMENT

STATE OF GEORGIA
GWINNETT COUNTY

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

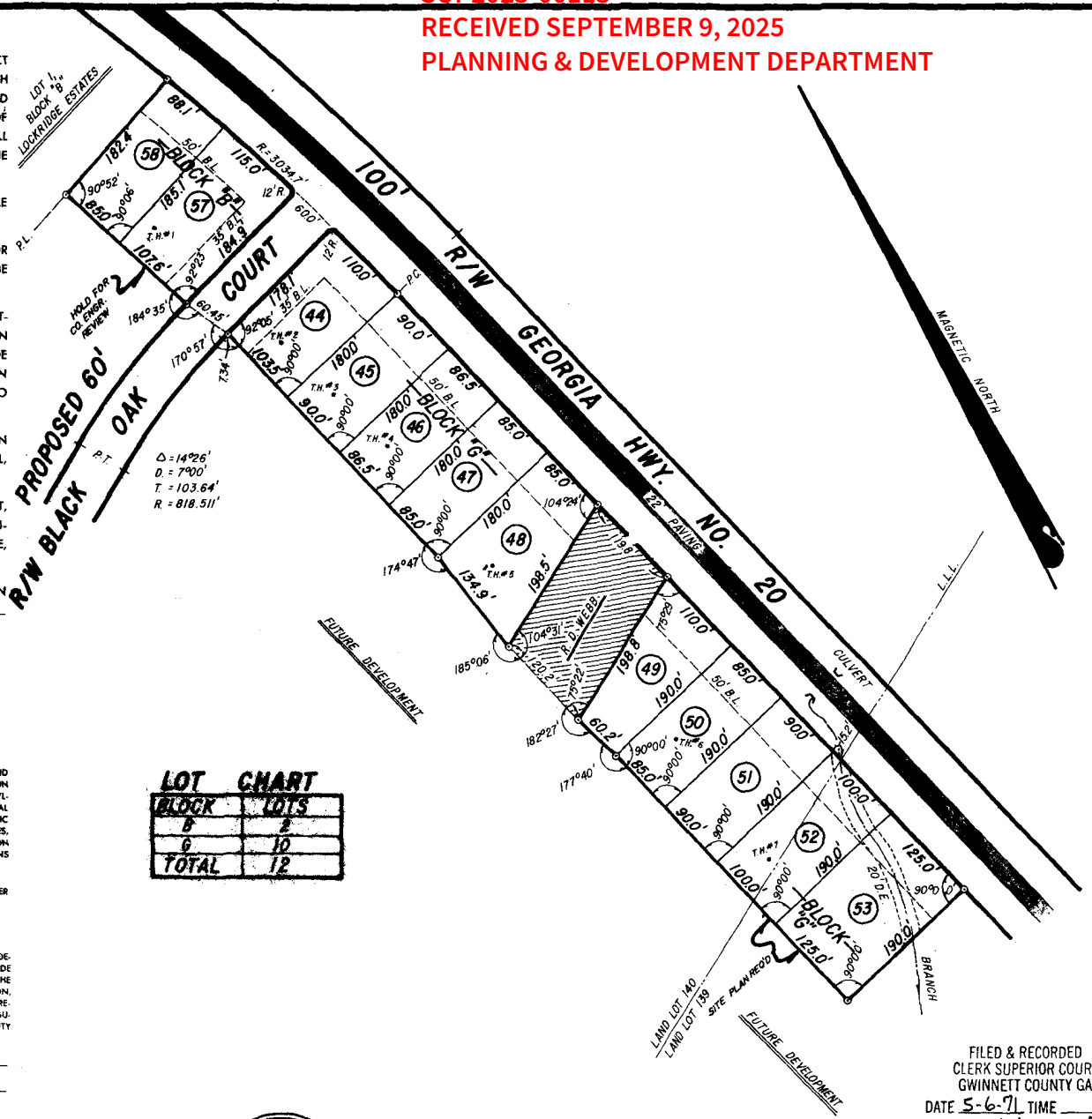
Charles W. Moore — OWNER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, AND IS TO THE ACCURACY AND SPECIFICATIONS REQUIRED BY THE GWINNETT COUNTY SUBDIVISION REGULATIONS, THE COUNTY ENGINEER, AND THE COUNTY COMMISSION.

BY: Miles H. Hannon

REG. GEORGIA LAND SURVEYOR NO. 1528



LOT CHART

BLOCK	LOTS
F	2
G	10
TOTAL	12

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DATE 5-6-71 TIME ____
PLAT BOOK V PAGE 5
TOM LAWLER, CLERK
KS 11-1-01

GEORGIA REGISTERED No 1528 No 1497 PROFESSIONAL Exp 12-31-71 MILES HANNON • MACK I. MEEKS LAND SURVEYORS

HANNON & MEEKS, SURVEYORS

220 PIKE STREET, N.W. ... STARK BUILDING
LAWRENCEVILLE, GEORGIA
TELEPHONE: 404/963-7161

LAND PLANNING
LAND SURVEYING
FEASIBILITY STUDIES & ENGINEERING

UNIT TWO OAKDALE WOODS

LAND LOT(S) 139 & 140 of the 5th DISTRICT
GWINNETT COUNTY, GEORGIA
RECORDED PLAT BOOK "V", PAGE 5, GWINNETT COUNTY RECORDS

DATE: APRIL 30, 1971
SCALE: 1" = 100'
REVISIONS:

LEGEND:

I.P.F.	= IRON PIN FOUND	D.E.	= DRAINAGE EASEMENT
I.P.S.	= IRON PIN SET	S.E.	= SEWER EASEMENT
P.L.	= PROPERTY LINE	D.A.	= DRAINAGE AREA
C.L.	= CENTER LINE	H.W.	= HEAD WALL
B.L.	= BUILDING LINE	C.B.	= CATCH BASIN
L.L.L.	= LAND LOT LINE	C.D.	= CROSS DRAIN
R/W	= RIGHT-OF-WAY	P.T.	= POINT OF TANGENCY
—P—	= POWER LINE	P.C.	= POINT OF CURVATURE
—T—	= TELEPHONE	R.	= RADIUS
—W—	= WATER LINE		
—S—	= SEWER LINE		
T.H.	= TEST HOLE		
M.H.	= MANHOLE		

CERTIFICATION OF COUNTY ENGINEER —

THIS PLAT HAS BEEN SUBMITTED TO AND REVIEWED BY THE COUNTY ENGINEER AND IS APPROVED, SUBJECT TO THE INSTALLATION OF ALL STREETS, UTILITIES, AND OTHER IMPROVEMENTS IN AN ACCEPTABLE MANNER AND ACCORDING TO GWINNETT COUNTY SPECIFICATIONS. THE OWNER HAS POSTED A TWELVE MONTH MAINTENANCE BOND WITH THE OFFICE OF THE COUNTY ENGINEER.

DATED THIS 3rd DAY OF MAY, 1971
Nolan Wallace
GWINNETT COUNTY ENGINEER

CERTIFICATION BY COUNTY HEALTH DEPARTMENT

THE LOTS SHOWN HEREON HAVE BEEN REVIEWED BY THE GWINNETT COUNTY HEALTH DEPARTMENT AND WITH THE EXCEPTION OF LOTS 2 + 12 Lot B ARE APPROVED FOR DEVELOPMENT WITH septic tank system

EACH LOT IS TO BE REVIEWED BY THE GWINNETT COUNTY HEALTH DEPARTMENT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

DATED THIS 3 DAY OF May, 1971
BY: George M. Lee Jr.
TITLE: Asst. Director of Environmental Hlth.

CERTIFICATION BY WATER ENGINEER —

THIS PLAT AND DESIGN OF THE WATER DISTRIBUTION SYSTEM HAVE BEEN SUBMITTED TO AND REVIEWED BY THE WATER ENGINEER AND ARE APPROVED, SUBJECT TO THE INSTALLATION OF THE WATER SYSTEM IN AN ACCEPTABLE MANNER.

DATED THIS 3 DAY OF May, 1971
BY: O.P. Ackerman
TITLE: General Manager

APPROVAL OF MUNICIPAL—GWINNETT COUNTY PLANNING COMMISSION —

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE MUNICIPAL-GWINNETT COUNTY PLANNING COMMISSION, AND IS APPROVED BY SUCH COMMISSION.

DATED THIS 4 DAY OF May, 1971
BY: _____ CHAIRMAN
BY: M.C. Griffin SECRETARY

APPROVAL OF THE COMMISSIONERS OF ROADS AND REVENUES OF GWINNETT COUNTY, GEORGIA

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS OF GWINNETT COUNTY, GEORGIA AND IS APPROVED SUBJECT TO THE PROTECTIVE COVENANTS SHOWN HEREON.

DATED THIS ____ DAY OF ____, 1971
CHAIRMAN, BOARD OF COMMISSIONERS
GWINNETT COUNTY, GEORGIA

NOTES:

1. GWINNETT COUNTY ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BE... ON THE APPROVED AND REC...
2. IRON PINS SET ON ALL LOT...

Job No. 764-70

File No. ____

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Douglas Garcia	NAME: VIZUETH REALTY HOLDINGS 1 LLC
ADDRESS: 258 Knightsbridge In	ADDRESS: 899 GRAYSON HWY
CITY: Winder	CITY: LAWRENCEVILLE
STATE: GA ZIP: 30680	STATE: GA ZIP: 30046
PHONE: 678-704-1605	PHONE: 678-223-6792

CONTACT PERSON: Javier Rosillo PHONE: 470-546-5118

CONTACT'S E-MAIL: javier.rosillo@kw.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): BG0003 ACREAGE: 0.39 AC

PARCEL NUMBER(S): R5140 180

ADDRESS OF PROPERTY: 899 Grayson Hwy, Lawrenceville, GA 30046

PROPOSED SPECIAL USE: Office for used motor vehicle brokerage (no vehicle display or storage on-site)

09/03/2025
SIGNATURE OF APPLICANT DATE

EDGAR VIZUETH -OWNER VIZUETH REALTY HOLDINGS 1 LLC 70d5ea
09-03-2025
SIGNATURE OF OWNER DATE

Douglas Garcia
TYPED OR PRINTED NAME

EDGAR VIZUETH
TYPED OR PRINTED NAME

LEYDI K DELGADO Notary Public Gwinnett County, Georgia My Commission Expires August 15, 2026
09/03/2025
NOTARY PUBLIC DATE

LEYDI K DELGADO Notary Public Gwinnett County, Georgia My Commission Expires August 15, 2026
09/03/2025
NOTARY PUBLIC DATE

SUP2025-00113
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

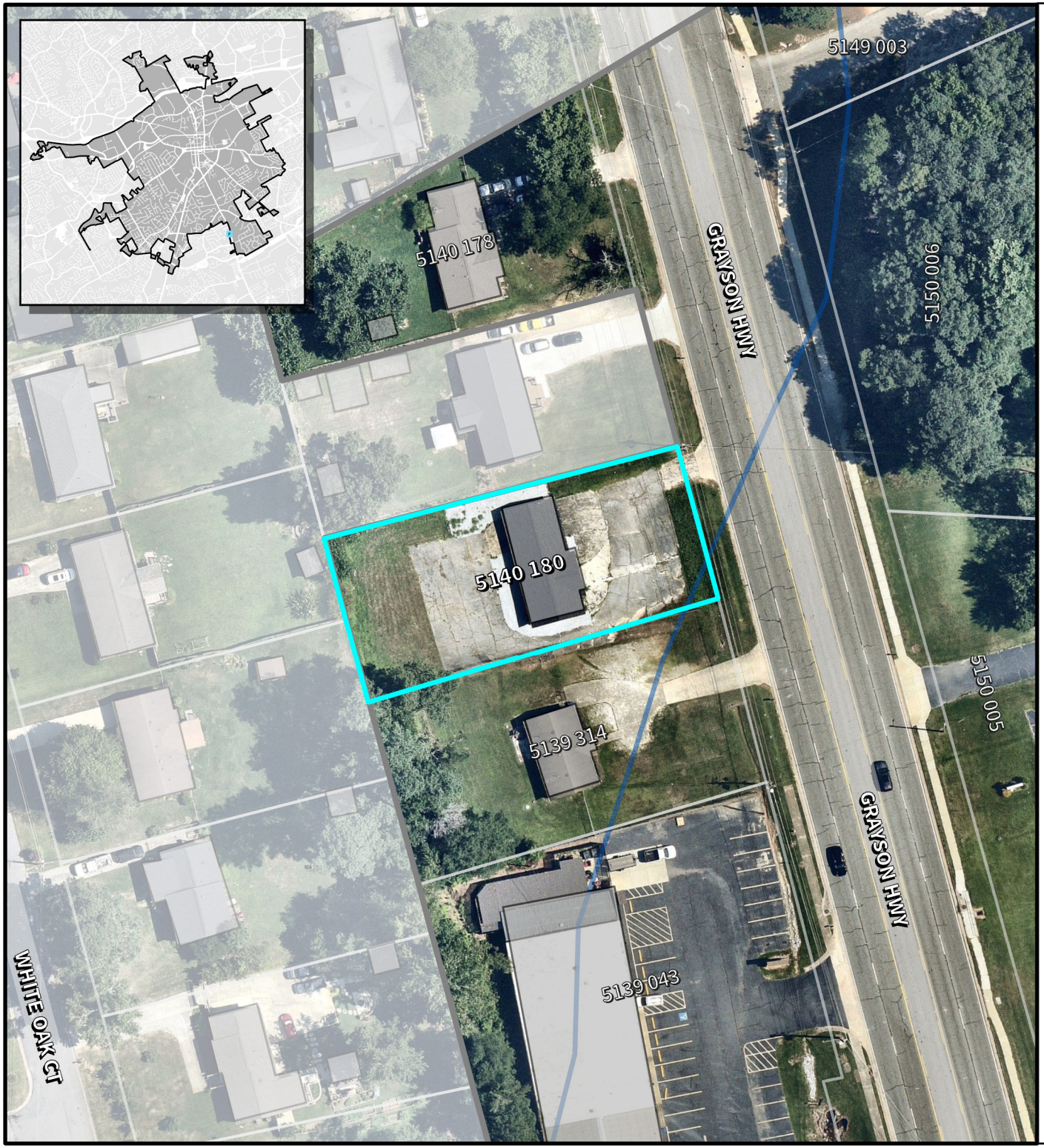
NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to $250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

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

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

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

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



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00113

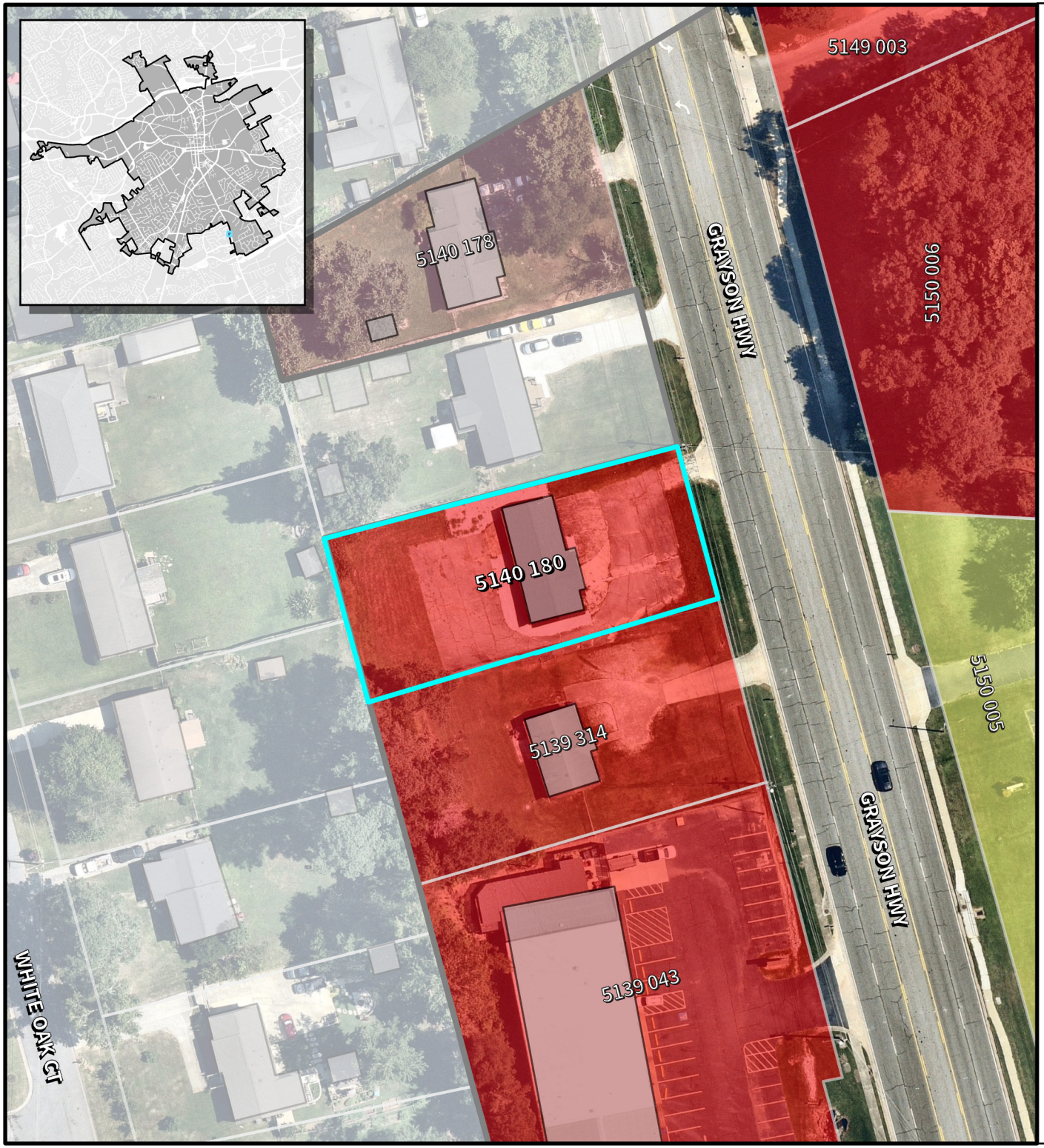
Applicant:
Douglas Garcia - Skylion Co.

- Subject Property (~0.38 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00113

Applicant:
Douglas Garcia - Skylion Co.

Subject Property (~0.38 acres)

Lawrenceville City Limits

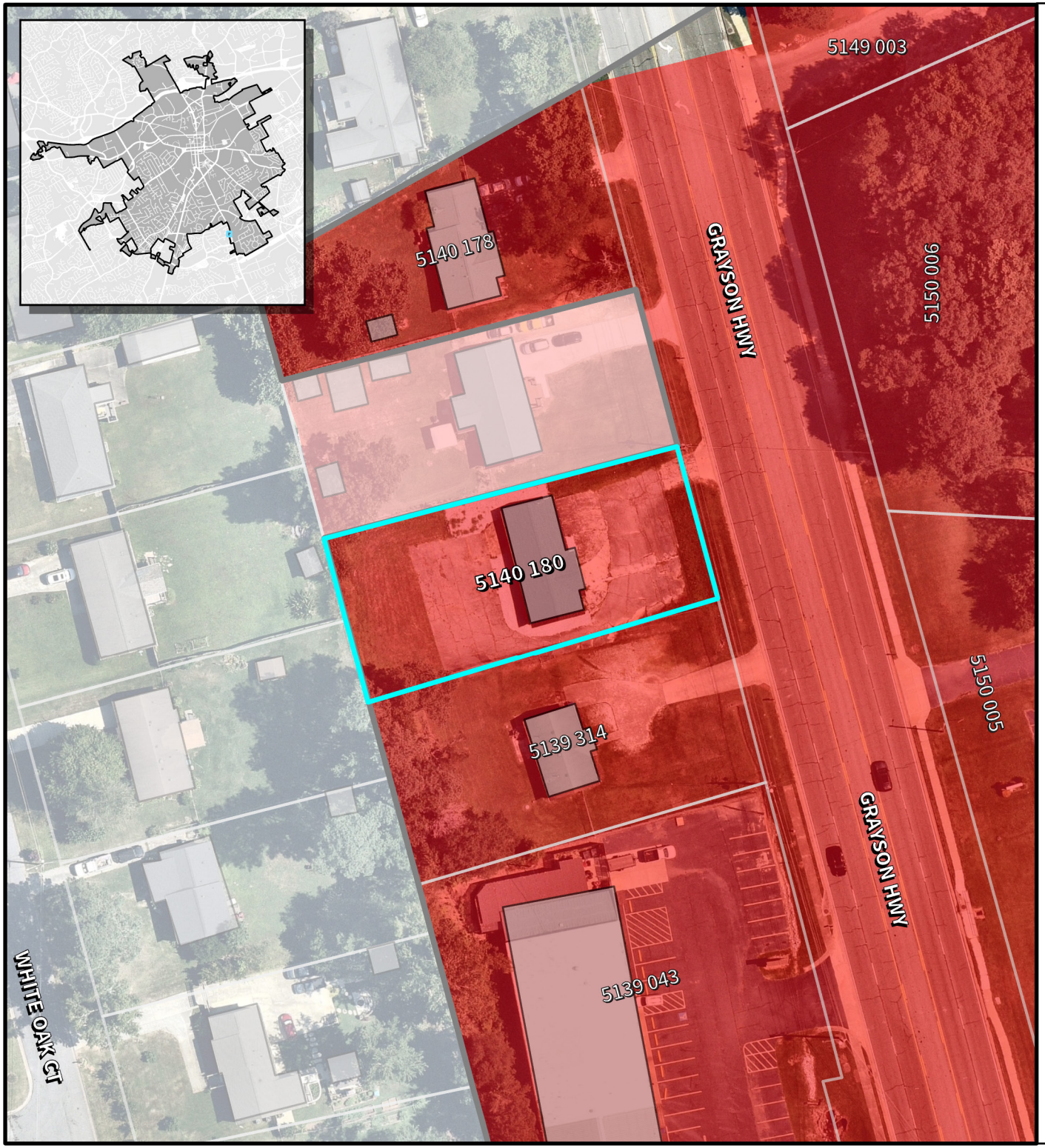
Zoning Districts

BG	General Business
OI	Office/Institutional
RS-150	Single-Family Residential

Scale: 1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00113

Applicant:
Douglas Garcia - Skylion Co.

Subject Property (~0.38 acres)

Lawrenceville City Limits

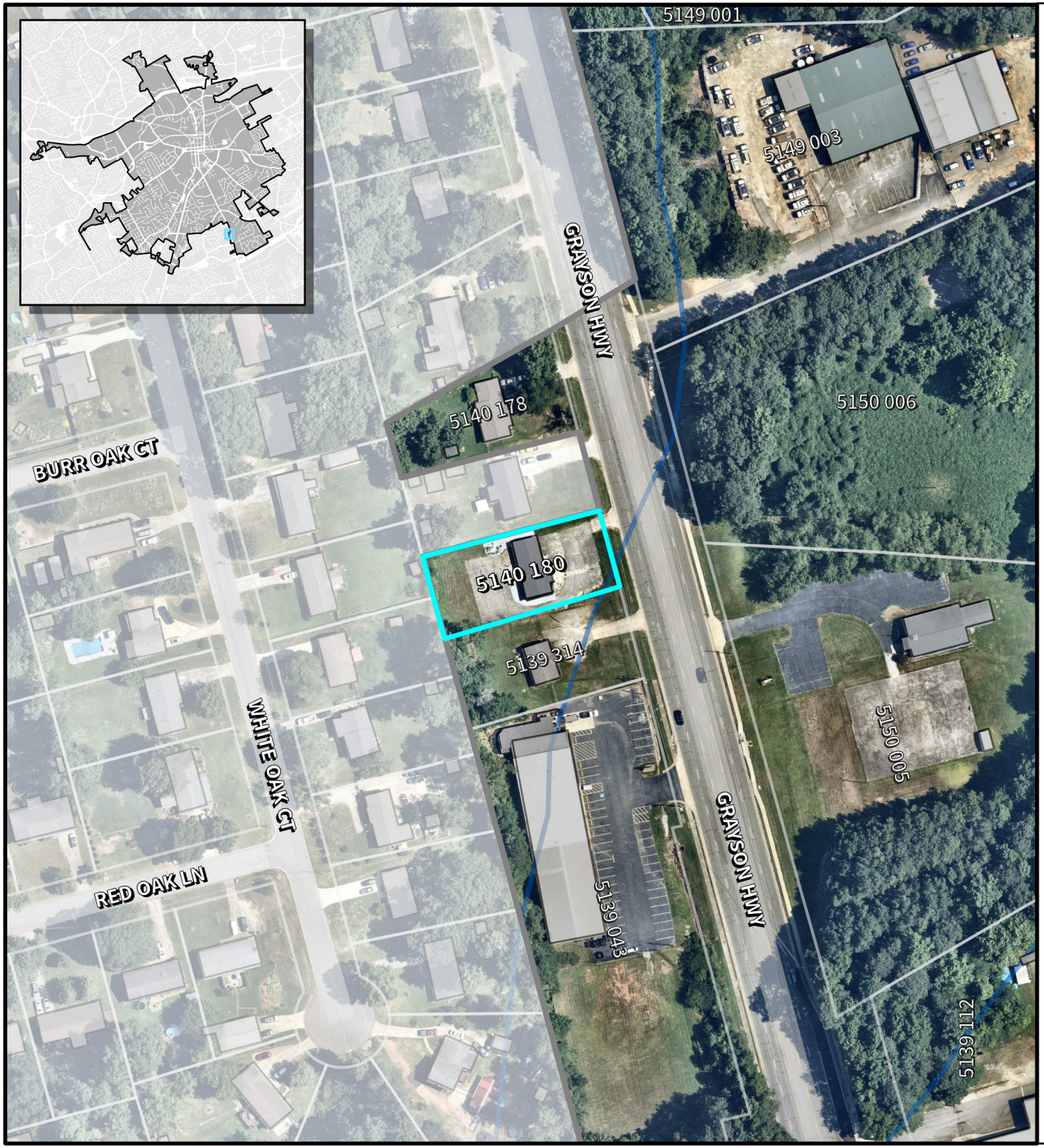
2045 Character Areas

Commercial Corridor

Scale: 1:900

0 30 60 120 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00113

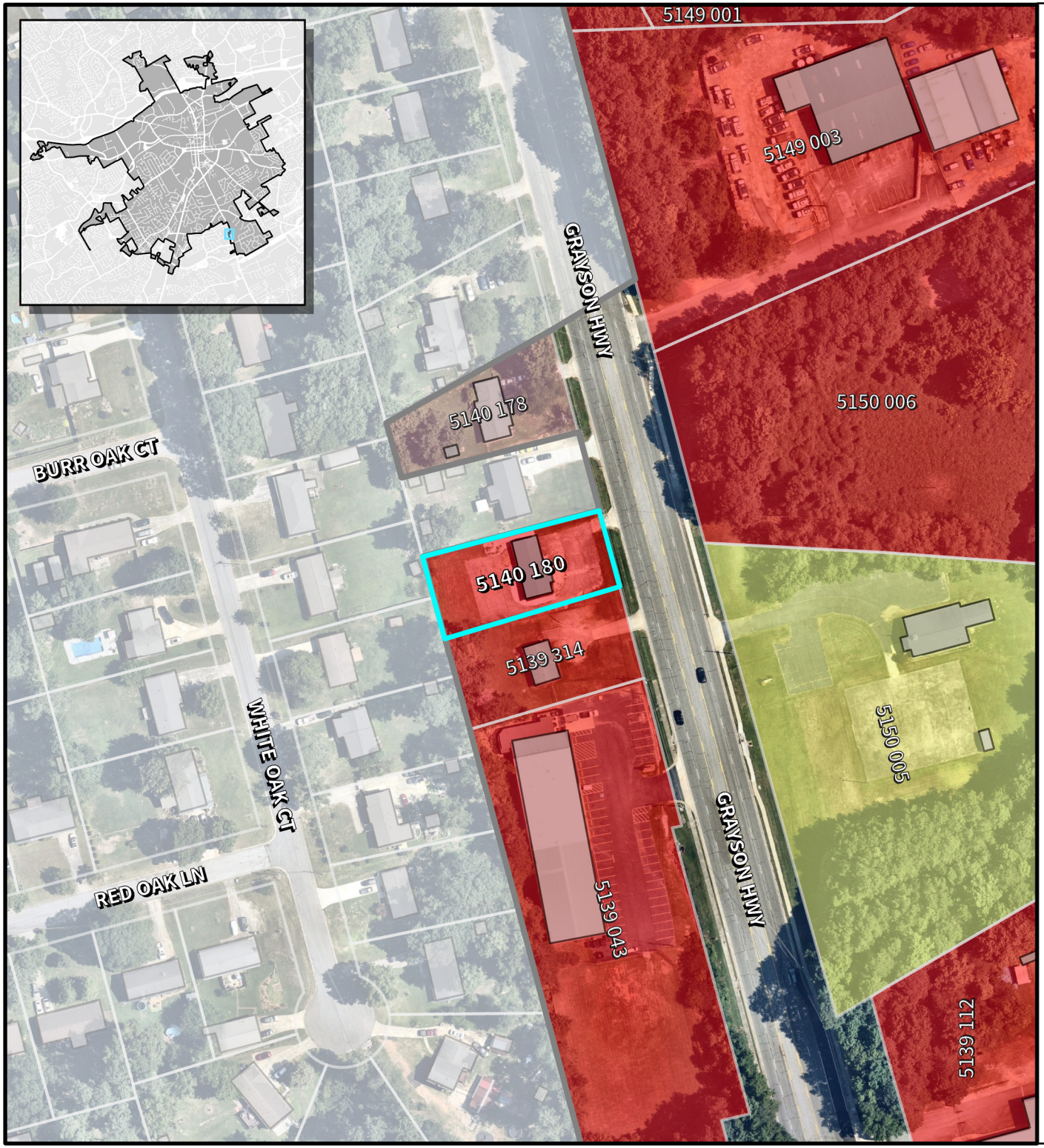
Applicant:
Douglas Garcia - Skylion Co.

- Subject Property (~0.38 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00113

Applicant:
Douglas Garcia - Skylion Co.

- Subject Property (~0.38 acres)
- Lawrenceville City Limits

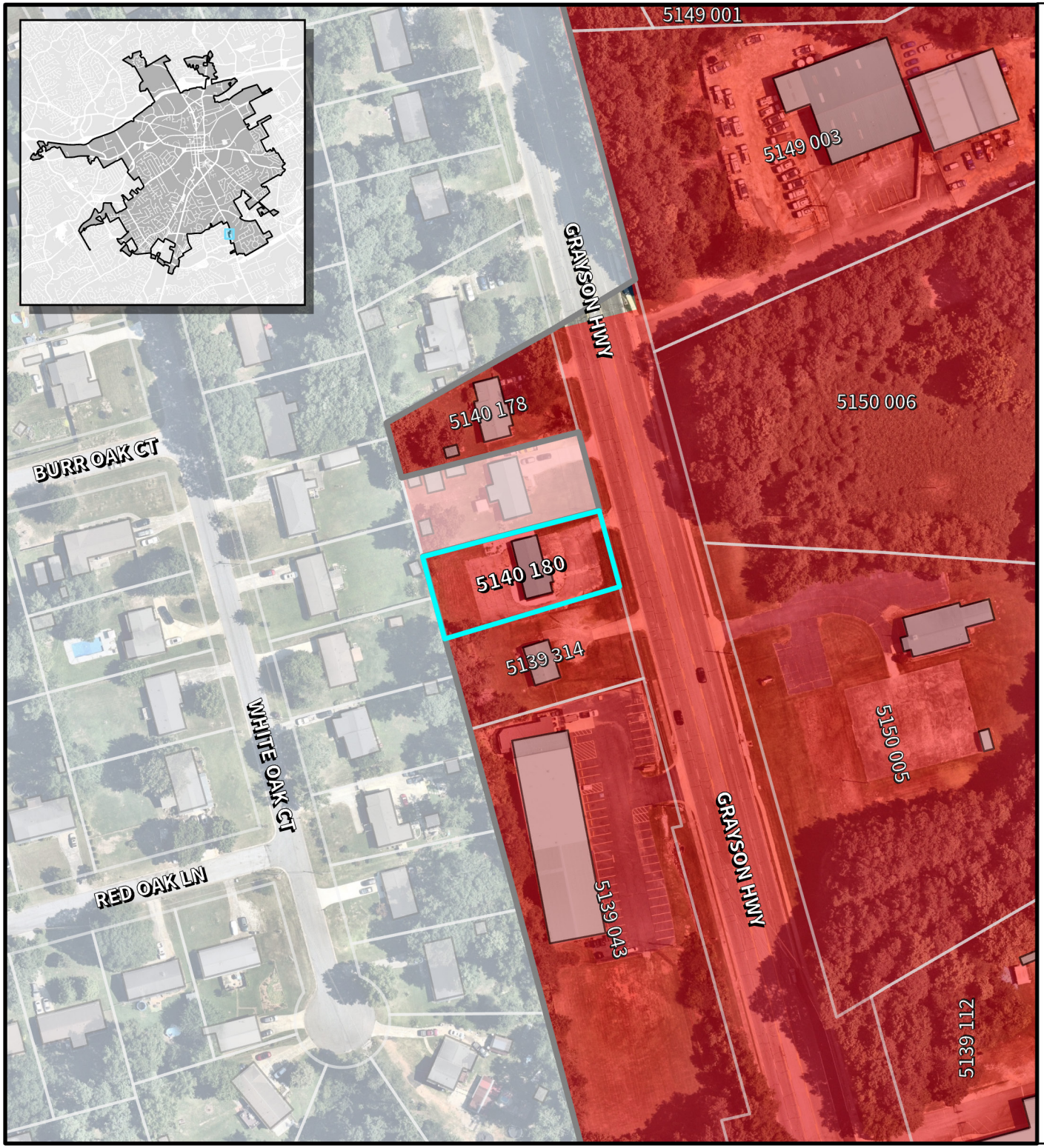
Zoning Districts

BG	General Business
OI	Office/Institutional
RS-150	Single-Family Residential

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00113

Applicant:
Douglas Garcia - Skylion Co.

Subject Property (~0.38 acres)

Lawrenceville City Limits

2045 Character Areas

Commercial Corridor

Scale: 1:1,800

0 62.5 125 250 Feet

N

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_1103~~012~~2025

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

SUP2025-00113

~~Approval~~ DENIAL of Special Use Permit for an Auto Broker's Office ~~at the subject property, subject to the following enumerated conditions~~:

~~***1.*** To restrict the Special Use Permit as follows:~~

~~***A.*** The Special Use Permit shall be specific to operation of Skylion Co. (Applicant) on the subject property, and in the event of a transfer, this Special Use Permit shall expire. The Applicant shall notify the City's Planning and Development Department within thirty (30) days of transfer of property ownership and operation.~~

~~***B.*** In the event that the property is issued three (3) citations by the City's Code Enforcement Department within one (1) year, 365 day period, this Special Use Permit shall be revoked.~~

~~***C.*** The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.~~

~~***D.*** Outdoor storage (including vehicle inventory) shall be prohibited.~~

~~***E.*** 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.~~

~~***F.*** Lighting shall be contained in cut off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.~~

~~***G.*** Peddlers and/or any parking lot sales unrelated to the Special Use shall be~~

~~prohibited.~~

~~***H.*** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~

~~***I.*** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~

P2025-00113_PC RECO CNDS_11032025

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	SUP2025-00114; Precious Asoro – Edged Events; 3315 Sugarloaf Parkway, Suite 15
Department:	Planning and Development
Date of Meeting:	Wednesday, November 19, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Renew Special Use Permit for a Special Events Facility/Banquet Hall
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Staff Conditions

---

Summary: The applicant requests a Special Use Permit for 3315 Sugarloaf Parkway to allow for the continued operation of a Special Event Facility/Banquet Hall. The subject property is an approximately 4.63-acre parcel zoned BG (General Business District), located along the eastern right-of-way of Five Forks Trickum Road, near its intersection with Sugarloaf Parkway.

Attachments/Exhibits:

- SUP2025-00114_P&D RPRT COND ATTCH_10122025.pdf
- SUP2025-00114_PC RECO CNDS_11032025.pdf

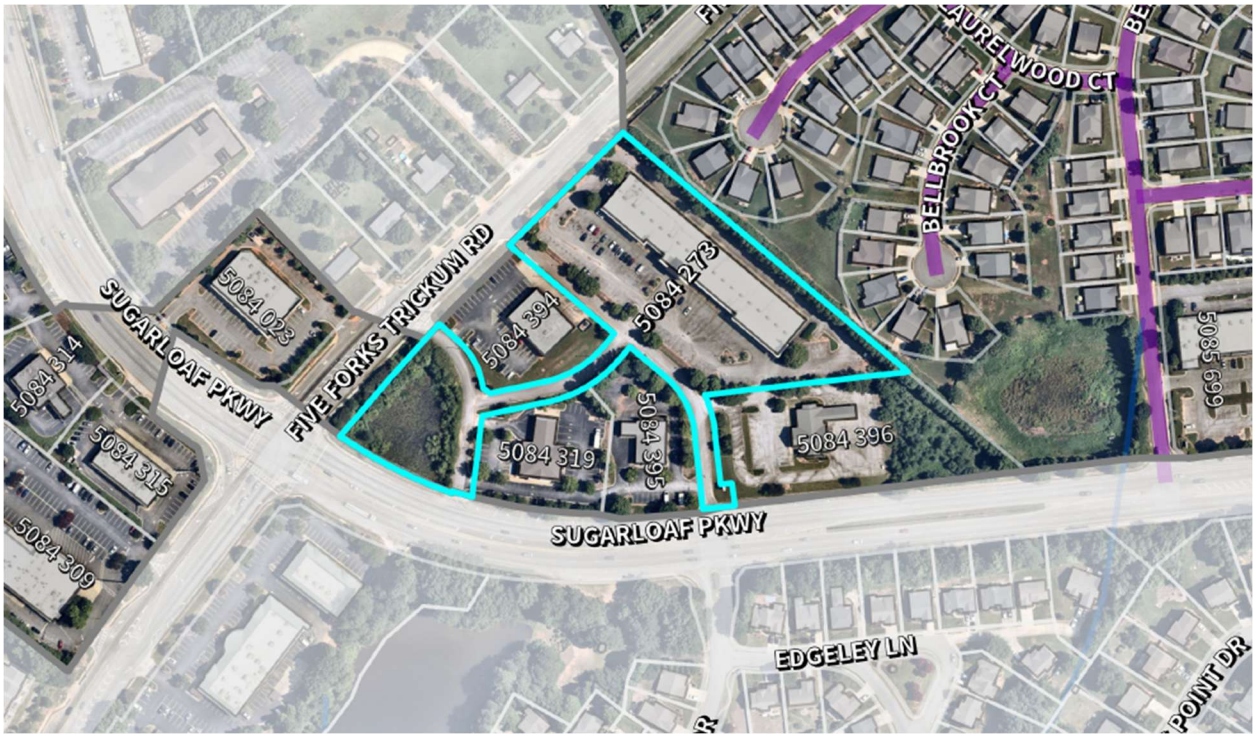
LAWRENCEVILLE

Planning & Development

SPECIAL USE PERMIT

CASE NUMBER(S):	**SUP2025-00114**
APPLICANT(S):	PRECIOUS ASORO
PROPERTY OWNER(S):	3315 SUGARLOAF, LLC
LOCATION(S):	3315 SUGARLOAF PARKWAY
PARCEL IDENTIFICATION NUMBER(S):	R5084 273
APPROXIMATE ACREAGE:	4.63 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	SPECIAL EVENT FACILITY/BANQUET HALL
DEPARTMENT RECOMMENDATION:	**APPROVAL WITH CONDITIONS**

VICINITY MAP



ZONING HISTORY

The subject property has been zoned BG (General Business District) since 2002, the earliest zoning record on file for the parcel. ***SUP2023-00083*** was approved on 12/13/2023, allowing a special events facility at the address. The Special Use Permit was conditioned with a two-year sunset, which expires December 2025, necessitating this SUP renewal (submitted 9/5/2025).

PROJECT SUMMARY

The applicant requests a Special Use Permit for 3315 Sugarloaf Parkway to allow for the continued operation of a Special Event Facility/Banquet Hall. The subject property is an approximately 4.63-acre parcel zoned BG (General Business District), located along the eastern right-of-way of Five Forks Trickum Road, near its intersection with Sugarloaf Parkway.

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 29,099 square-foot one-story retail building, accessory driveways, and parking.

Article 1 Districts, Section 103.2 Use Table

Standard	*Requirement*	*Proposal*	*Recommendation*
Special Event Facility	Special Use Permit	Special Use Permit	*Approval w/ Conditions*

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.73 Special Event Facility reads as follows:

A. *Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.*

B. *During inclement weather, there shall be sufficient space to safely shelter guests.*

C. *Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.*

D. *Adequate off-street parking facilities shall be provided on-site.*

E. *Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.*

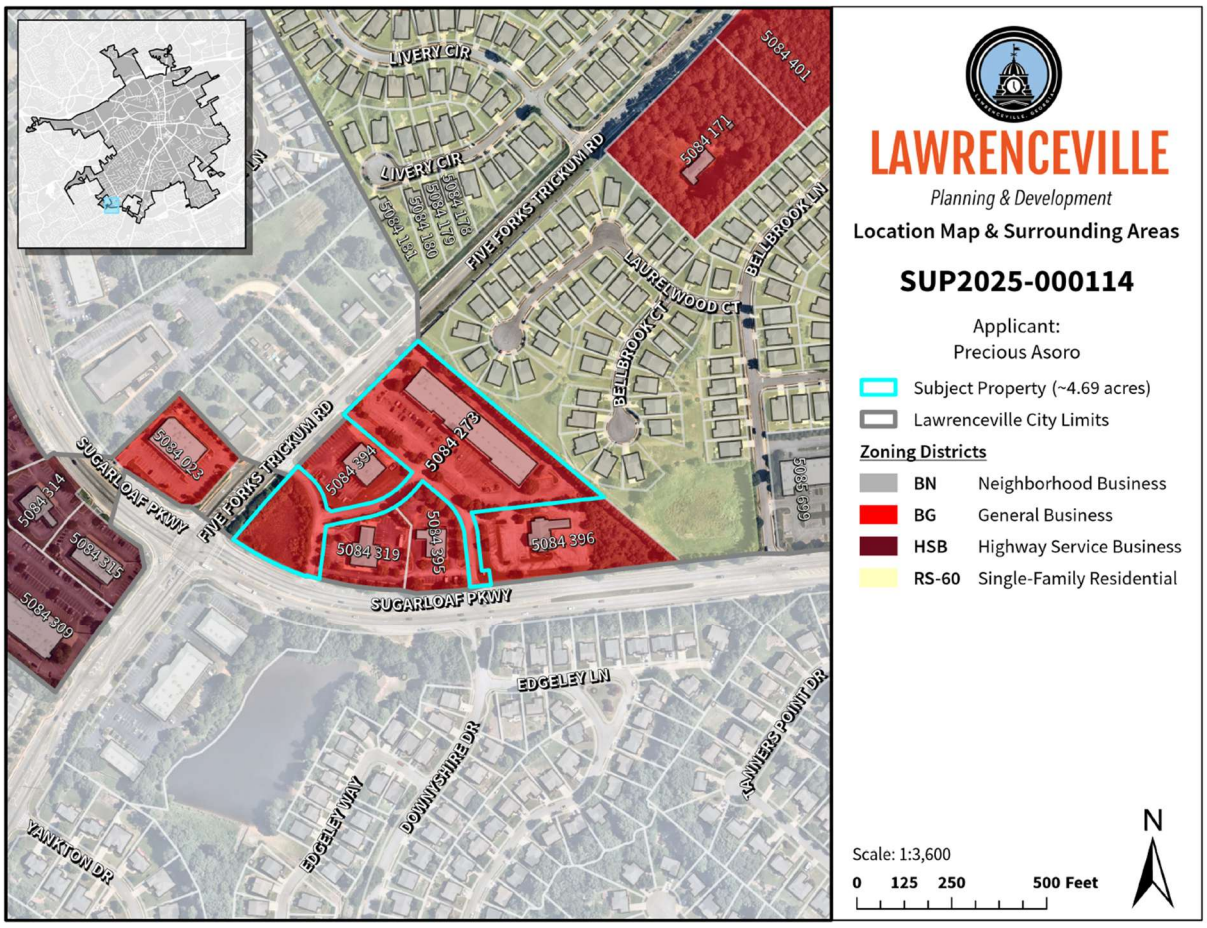
F. Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district.

The applicant occupies Suite 15 of the Markets of Sugarloaf shopping center, a 2,886 square foot retail space. They are requesting a renewal for the Special Use Permit approved in December 2023 that allowed a Special Event Facility/Banquet Hall at this location (SUP2023-00083). Access to the property is provided via curb-cuts extending from Sugarloaf Parkway and Five Forks-Trickum Road.

As proposed, the parking regulations require twenty-nine (29) parking spaces for this type and size of facility, however, the existing parking lot consists of 151 parking spaces, which exceeds the minimum requirements and adequately provides enough off-street parking. Additionally, all associated parking spaces are in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Event Facilities/Banquet Halls be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with the intent of the Code of Ordinance as it relates to Special Event Facilities/Banquet Halls. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities/Banquet Halls to operate throughout the city limits in specific zoning classifications, which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.

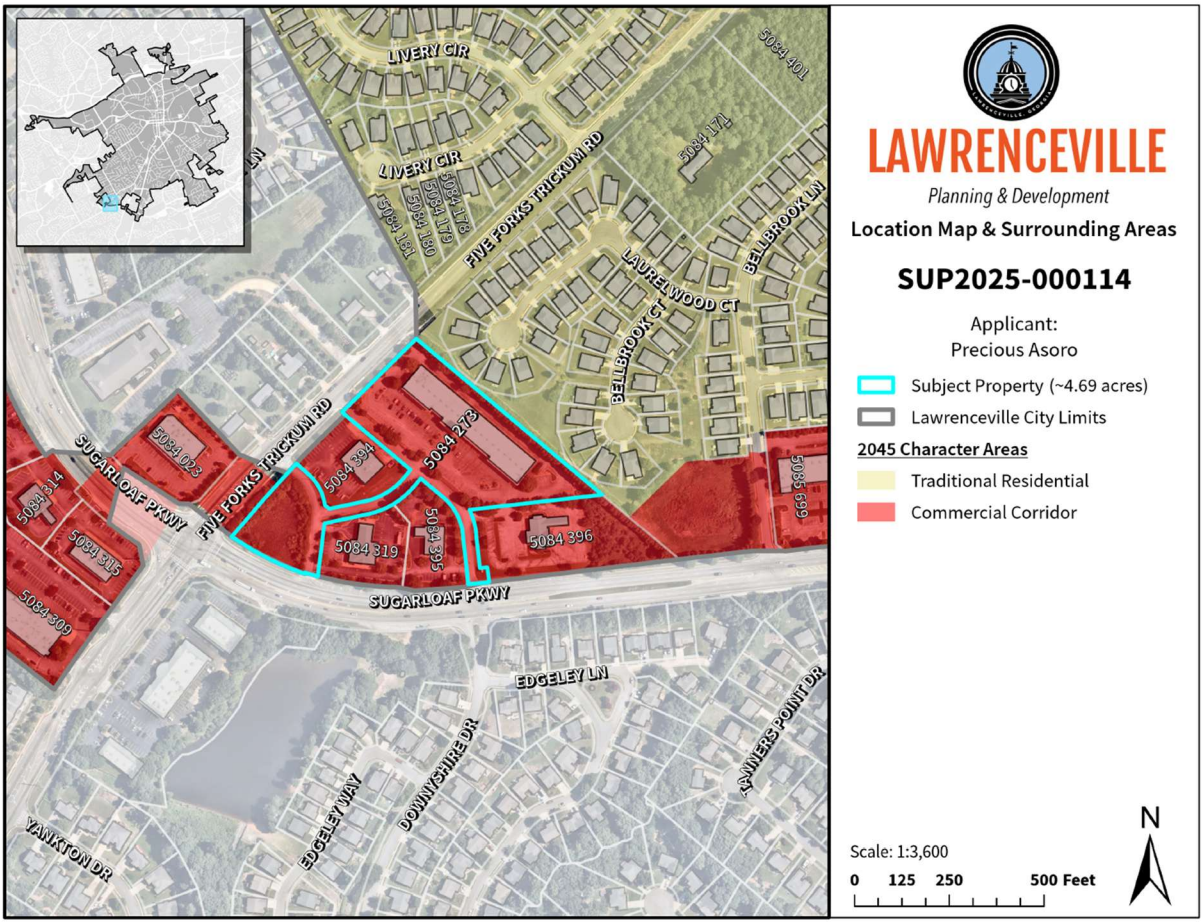
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses zoned BG (General Business District), with residential uses zoned RS-60 (Single Family Residential District) located to the north and northeast of the subject property (Courtyards at Sugarloaf subdivision). Furthermore, the property is adjacent to several properties in unincorporated Gwinnett County; there are single family houses zoned RS-75 (Single Family Residential District) on the western right-of-way of Five Forks-Trickum Road, a retail center zoned C1 (Neighborhood Business District) at the southeastern corner of Sugarloaf and Five Forks-Trickum Road, and a residential subdivision (Villages of Flowers Crossing) zoned RZT (Single Family Residential District) on the southern right-of-way of Sugarloaf Parkway. The mixture of zoning and uses in the immediate area further support the requested Special Use Permit.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Commercial Corridor character area, defined as such:

> *The commercial corridor character area corresponds to a major road corridor into the city. It is intended to accommodate large-scale commercial uses that serve the traveling public via automobiles. These uses include, but are not limited to, big box' retail stores, car dealerships, car washes, and large corporate offices. All such uses require careful site planning to ensure interconnectivity and compliance with applicable parking, lighting, landscaping, and signage standards. Commercial corridors are typically less pedestrian-oriented than neighborhood and community centers.*

The proposed use may be appropriate for the Commercial Corridor character area.

STAFF RECOMMENDATION

As submitted, the proposal to renew the SUP for a Special Event Facility/Banquet Hall at this location is appropriate, as it is in a mixed-use area along Sugarloaf Parkway. It is located within the Commercial Corridor character area, which is appropriate for smaller-scale retail uses such as banquet halls. Furthermore, there is precedent for City Council approving (and renewing) such uses in similar zoning districts and there have been no Code Enforcement cases open regarding the use since the approval of the original Special Use Permit in December 2023.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment

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;**

   In light of the mixture of uses and zoning in the immediate area, the requested Special Events Facility could be suitable for the area.

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

   With the recommended conditions, potential impacts on adjacent and nearby properties could be minimized.

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

   The property has reasonable economic use as currently zoned.

4. **Whether the zoning proposal will result in a use 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 and utility demand; however, these impacts may 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 Commercial Corridor Character Area are intended to provide a center for a variety of retail activities. As such the proposed Special Use Permit allowing a Special Event Facility/Banquet Hall at this location could be consistent with the 2045 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;**

   In December 2023, SUP2023-00083 was approved for a Special Event Facility/Banquet Hall at this location. This Special Use Permit expires in December 2025 due to its two-year sunset clause. Since the original Special Use Permit, there have been no Code Enforcement cases opened at the location that are related to the use.

   Additionally, SUP2024-00086 was renewed for the same Special Use in June 2024 at a location close both in physical distance and general character to the subject property.

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00114

Approval of Special Use Permit for a Special Event Facility/Banquet Hall at the subject property, subject to the following enumerated conditions:

1. <u>To restrict the Special Use Permit as follows:</u>

A. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.

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. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

D. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

E. Outdoor storage shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

H. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of

the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.

I. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

Edged Events LLC
3315 Sugarloaf Parkway
Suite 15
Lawrenceville, GA 30044
Edgedevents@gmail.com
678-779-3630

To whom it may concern,

I am writing to express my intent to pursue a zoning change for the property located at 3315 Sugarloaf Parkway, Suite 15, Lawrenceville, GA 30044. I have a compelling vision for transforming this location into a vibrant event space business that will not only contribute to the economic growth of our community but also serve as a gathering place for our residents.

The proposed zoning change would involve reclassifying the current zoning designation from Community center to Event Space. This change aligns with the city's long-term development goals and supports the diversification of local businesses.

The development of this event space business aims to cater to a wide range of events, including weddings, corporate meetings, cultural gatherings, and community celebrations. Our vision includes:

- **Architectural Enhancements**: We have already renovated and upgraded the existing structure to create an inviting and aesthetically pleasing event space that complements the surrounding neighborhood.
- **Ample Parking and Accessibility**: Our location ensure sufficient on-site parking and ADA-compliant access to accommodate guests, making it convenient and inclusive for all.
- **Sound and Noise Control**: Have already Implemented in the facility soundproofing measures to minimize noise disturbances to nearby residents during events.
- **Environmental Sustainability**: Commitment to eco-friendly practices, such as energy-efficient lighting and waste reduction, to minimize the environmental impact.
- **Economic Impact**: The event space will create job opportunities, boost tourism, and generate tax revenue for the city.

To initiate this process, I am committed to working closely with the City Planning & Development Department and following all required procedures, including conducting

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RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

necessary environmental impact assessments and public hearings to gather feedback from the community.

I believe that this proposed zoning change and development will contribute positively to our city's growth and enhance our community's quality of life. I am eager to collaborate with the city and its residents to bring this project to fruition.

Thank you for your consideration of my letter of intent. I look forward to discussing this proposal further and working together to make our shared vision a reality. Please feel free to contact me at 678-779-3630 or Edgedevents@gmail.com to arrange a meeting at your earliest convenience.

Sincerely,

Eghosa Precious Asaro
Edged Events LLC
Owner
678-779-3630

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DEED B: 56279 P: 00098
11/29/2018 01:23 PM Pgs: 2 Fees: $12.00
TTax: $0.00
Richard T. Alexander, Jr., Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672018032535

PLEASE RETURN TO:
STELL, SMITH & MATTISON, P.C.
P.O. BOX 644
WINDER, GEORGIA 30680
JES, JR. /R18-7388

STATE OF GEORGIA

COUNTY OF BARROW

WARRANTY DEED

THIS INDENTURE, made this 27 day of Nov., 2018, between **HAI TANG LOR** and **JESSICA KOUCH**, of the first part and **3315 SUGARLOAF, LLC,** of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his successors and assigns, the following described property, to-wit:

See Attached Exhibit "A".

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said party of the second part, his successors and assigns, forever, in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and seals, the day and year first above written.

Hai Tang Lor (SEAL)
Hai Tang Lor

Jessica Kouch (SEAL)
Jessica Kouch

Signed, sealed and delivered
in the presence of:

Witness

Notary Public, State of Georgia
Date Executed: 11/27/18
My Commission Expires: 8/15/2020

NOTARY PUBLIC GEORGIA EXPIRES AUGUST 15, 2020 BARROW COUNTY

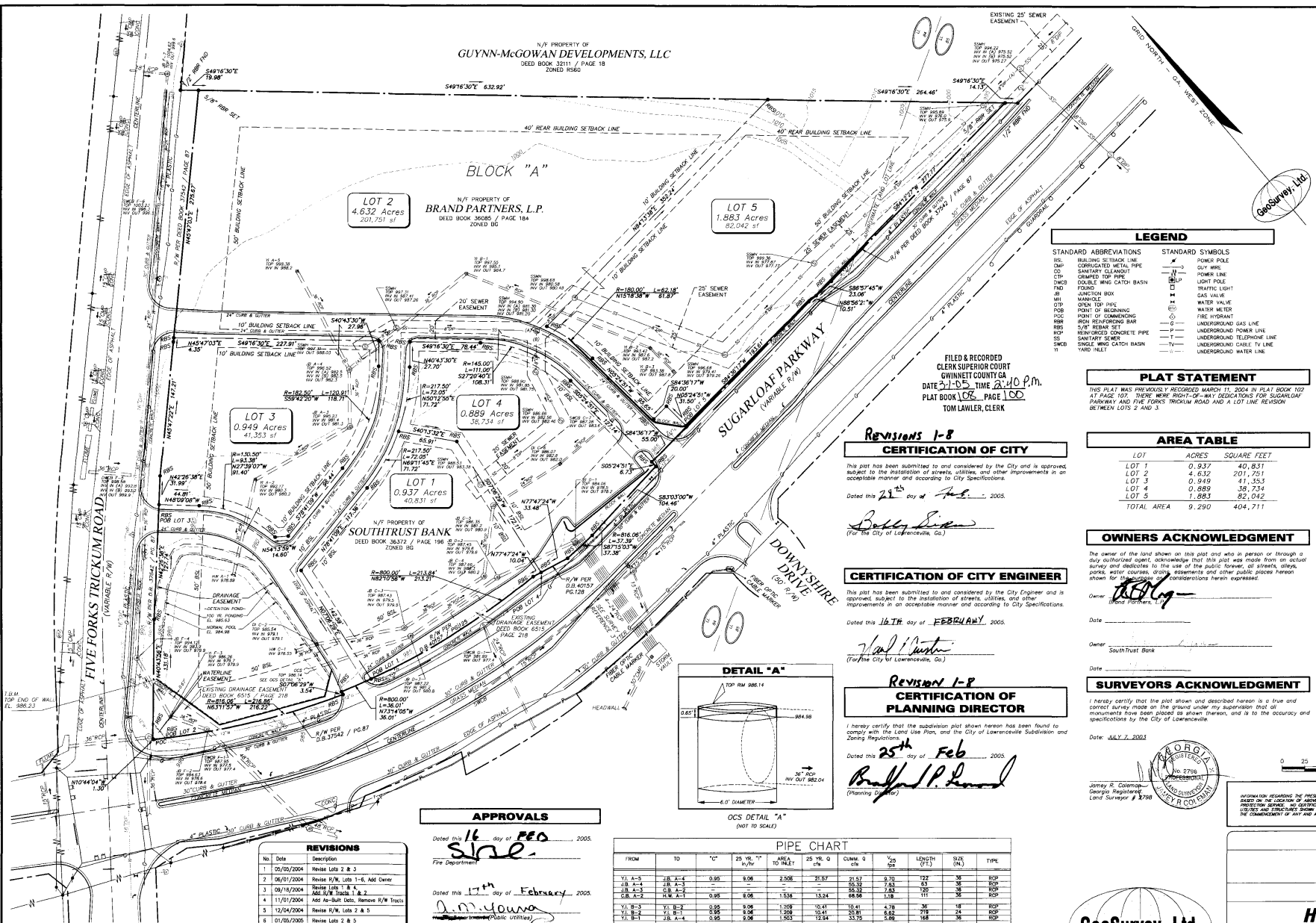
SUP2025-00114
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PLANNING & DEVELOPMENT DEPARTMENT

2/12

EXHIBIT A
LEGAL DESCRIPTION

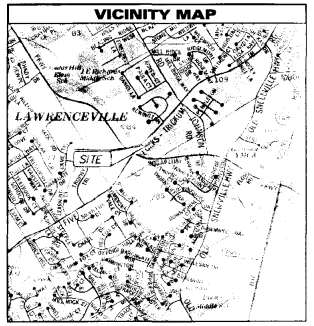
ALL that tract or parcel of land, together with all improvements thereon, situate, lying and being in Land Lot 84 of the 5th District of Gwinnett County, Georgia and being known and designated as Lot 2 containing 4.632 acres, more or less, as shown per Subdivision Plat of Sugarloaf Station for Hendon Properties LLC & Brand Partners, L.P., prepared by GeoSurvey, Ltd., James R. Coleman, Georgia Registered Land Surveyor No. 2798, dated July 7, 2003, last revised February 3, 2005, recorded in Plat Book 108, page 100, in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia and being incorporated herein by reference for a more particular description.

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FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DATE 2-1-05 TIME 2:40 P.M.
PLAT BOOK 108 PAGE 100
TOM LAWLER, CLERK

VICINITY MAP



LEGEND

STANDARD ABBREVIATIONS

BSL	BUILDING SETBACK LINE
CMP	CORRUGATED METAL PIPE
CO	SANITARY CLEANOUT
CTP	CRIMPED TOP PIPE
DWCB	DOUBLE WING CATCH BASIN
FND	FOUND
JB	JUNCTION BOX
MH	MANHOLE
OTP	OPEN TOP PIPE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
RBR	IRON REINFORCING BAR
RBS	5/8" REBAR SET
RCP	REINFORCED CONCRETE PIPE
SS	SANITARY SEWER
SWCB	SINGLE WING CATCH BASIN
YI	YARD INLET

STANDARD SYMBOLS

	POWER POLE
	GUY WIRE
	POWER LINE
	LIGHT POLE
	TRAFFIC LIGHT
	GAS VALVE
	WATER VALVE
	WATER METER
	FIRE HYDRANT
G	UNDERGROUND GAS LINE
P	UNDERGROUND POWER LINE
T	UNDERGROUND TELEPHONE LINE
TV	UNDERGROUND CABLE TV LINE
W	UNDERGROUND WATER LINE

GENERAL NOTES

OWNERS: BRAND PARTNERS, L.P.
c/o HENDON PROPERTIES
TWO LIVE OAK CENTER, SUITE 465
3445 PEACHTREE ROAD
ATLANTA, GEORGIA 30326
(404-262-7400)

SOUTHTRUST BANK
360 INTERSTATE NORTH PARKWAY
SUITE 500
ATLANTA, GEORGIA 30339
(770-951-4031)

ENGINEER: HAINES, GIPSON & ASSOCIATES, INC.
1550 NORTH BROWN ROAD
SUITE 100
LAWRENCEVILLE, GEORGIA 30043
CONTACT: DAVID FOSTER (770-491-7550)

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13032C 0195 C, AND THE DATE OF SAID MAP IS MAY 6, 1992. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THIS SITE ON SAID FIRM MAPS UNLESS OTHERWISE NOTED.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON GWINNETT COUNTY SURVEY CONTROL MONUMENTS "804" AND "1055".

THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON GWINNETT COUNTY SURVEY CONTROL MONUMENT "1055", ELEVATION IS 1029.36 FEET MSL.

CONTOUR INTERVAL IS 5 FEET.

THE SITE IS ZONED "OG" (GENERAL BUSINESS DISTRICT) IN THE CITY OF LAWRENCEVILLE. PROPOSED USE: COMMERCIAL SUBDIVISION.
THE MINIMUM YARD SETBACKS ARE: FRONT - 50 FEET, SIDE - 10 FEET, AND REAR - 10 FEET, BUT 40 FEET WHEN ABUTTING A RESIDENTIAL DISTRICT.
MAXIMUM HEIGHT OF STRUCTURES: 35 FEET.
BUFFERS (15 FEET - 50 FEET) WHEN ABUTTING A RESIDENTIAL DISTRICT

NOTE: SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

NOTE: IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO BE IN COMPLIANCE WITH THE APPLICABLE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND CLEAN WATER ACT REQUIREMENTS.

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

NOTE: DETENTION FOR THE SUBDIVISION WILL BE A COMMON FACILITY; BUILT PRIOR TO IMPERVIOUS SURFACE BEING INSTALLED DURING THE FIRST SITE DEVELOPMENT.

SURVEY REFERENCES

1> GWINNETT COUNTY RIGHT-OF-WAY PLANS, PROJECT NUMBER T410146, PREPARED BY RILEY, PARK, HAYDEN AND ASSOCIATES, INC., DATED MAY 30, 1990 AND LAST REVISED JANUARY 9, 1999.

2> ALTA/ACSM LAND TITLE SURVEY FOR HENDON PROPERTIES, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY, PREPARED BY GEOSURVEY, LTD., DATED JULY 7, 2003 AND LAST REVISED OCTOBER 9, 2003.

3> ACKNOWLEDGEMENT LETTER FROM GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION TO REMER H. DRUM REGARDING THE MAINTENANCE OF THE FOUR 24" DRAIN PIPES CROSSING SUGARLOAF PARKWAY.

PLAT STATEMENT

THIS PLAT WAS PREVIOUSLY RECORDED MARCH 11, 2004 IN PLAT BOOK 102 AT PAGE 107. THERE WERE RIGHT-OF-WAY DEDICATIONS FOR SUGARLOAF PARKWAY AND FIVE FORKS TRICKUM ROAD AND A LOT LINE REVISION BETWEEN LOTS 2 AND 3.

AREA TABLE

LOT	ACRES	SQUARE FEET
LOT 1	0.937	40,831
LOT 2	4.632	201,751
LOT 3	0.949	41,353
LOT 4	0.889	38,734
LOT 5	1.883	82,042
TOTAL AREA	9.290	404,711

Revisions 1-8

CERTIFICATION OF CITY

This plat has been submitted to and considered by the City and is approved, subject to the installation of streets, utilities, and other improvements in an acceptable manner and according to City Specifications.

Dated this 23rd day of Feb., 2005.

(For the City of Lawrenceville, Ga.)

OWNERS ACKNOWLEDGMENT

The owner of the land shown on this plat and who in person or through a duly authorized agent, acknowledge that this plat was made from an actual survey and dedicates to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and other public places hereon shown for the purposes and considerations herein expressed.

Owner (Brand Partners, L.P.)

Date

Owner SouthTrust Bank

Date

CERTIFICATION OF CITY ENGINEER

This plat has been submitted to and considered by the City Engineer and is approved, subject to the installation of streets, utilities, and other improvements in an acceptable manner and according to City Specifications.

Dated this 16TH day of FEBRUARY 2005.

(For the City of Lawrenceville, Ga.)

SURVEYORS ACKNOWLEDGMENT

I hereby certify that the plat shown and described hereon is a true and correct survey made on the ground under my supervision that all monuments have been placed as shown thereon, and is to the accuracy and specifications by the City of Lawrenceville.

Date: JULY 7, 2003

GEORGIA REGISTERED No. 2798 PROFESSIONAL LAND SURVEYOR

Jamey R. Coleman
Georgia Registered
Land Surveyor # 2798

Revision 1-8

CERTIFICATION OF PLANNING DIRECTOR

I hereby certify that the subdivision plat shown hereon has been found to comply with the Land Use Plan, and the City of Lawrenceville Subdivision and Zoning Regulations.

Dated this 25th day of Feb 2005.

(Planning Director)

APPROVALS

Dated this 16 day of FEB 2005.

Fire Department

Dated this 17th day of February 2005.

(Public Utilities)

REVISIONS

No.	Date	Description
1	05/05/2004	Revise Lots 2 & 3
2	06/01/2004	Revise R/W, Lots 1-6, Add Owner
3	09/18/2004	Revise Lots 1 & 4 Add R/W Tracts 1 & 2
4	11/01/2004	Add As-Built Data, Remove R/W Tracts
5	12/04/2004	Revise R/W, Lots 2 & 5
6	01/05/2005	Revise Lots 2 & 5
7	01/21/2005	Revise Lots 1 & 2
8	02/03/2005	Combine Lot 6 with Lot 5

PIPE CHART

FROM	TO	"C"	25 YR. "I" in/hr	AREA TO INLET	25 YR. Q cfs	CUMM. Q cfs	V_{25} fps	LENGTH (FT.)	SIZE (IN.)	TYPE
Y.I. A-5	J.B. A-4	0.95	9.08	2.508	21.57	21.57	9.70	122	36	RCP
J.B. A-4	J.B. A-3	–	–	–	–	55.32	7.83	63	36	RCP
J.B. A-3	C.B. A-2	–	–	–	–	55.32	7.83	120	36	RCP
C.B. A-2	H.W. A-1	0.95	9.08	1.538	13.24	68.56	1.18	111	36	RCP
Y.I. B-3	Y.I. B-2	0.95	9.08	1.209	10.41	10.41	4.78	36	18	RCP
Y.I. B-2	Y.I. B-1	0.95	9.08	1.209	10.41	20.81	6.62	719	24	RCP
Y.I. B-1	J.B. A-4	0.95	9.08	1.503	12.94	33.75	5.08	168	36	RCP
C.B. C-7	D.I. C-6	0.95	9.08	0.209	1.80	1.80	2.67	78	18	RCP
D.I. C-6	J.B. C-5	0.95	9.08	1.293	11.13	12.93	1.83	87	24	RCP
J.B. C-5	J.B. C-4	–	–	–	–	12.93	1.83	78	36	RCP
J.B. C-4	J.B. C-3	–	–	–	–	12.93	1.83	105	36	RCP
J.B. C-3	D.I. C-2	–	–	–	–	12.93	4.12	99	36	RCP
D.I. C-2	H.W. A-1	0.95	9.08	0.694	5.97	18.90	1.02	25	36	RCP
O.C.S.	J.B. D-3	–	–	–	–	29.00	4.57	122	36	RCP
J.B. D-3	J.B. D-2	–	–	–	–	29.00	4.89	115	36	RCP
J.B. D-2	J.B. D-1	–	–	–	–	29.00	5.40	96	36	RCP
J.B. F-7	S.W.C.B. F-6	–	–	–	–	8.22	5.00	145	24	RCP
S.W.C.B. F-6	D.W.C.B. F-5	0.95	9.08	0.864	0.72	8.94	8.01	299	24	RCP
D.W.C.B. F-5	J.B. F-4	0.95	9.08	0.864	0.72	19.66	8.94	204	36	RCP
J.B. F-4	Y.I. F-3	–	–	–	–	19.66	3.14	75	36	RCP
Y.I. F-3	J.B. F-2	0.95	9.08	0.146	2.70	22.36	3.71	43	36	RCP
J.B. F-2	S.W.C.B. F-1	–	–	–	–	22.36	8.72	28	48	RCP
D.W.C.B. G-1	EXIST. H.W.	0.95	9.08	0.601	5.17	5.17	4.26	126	24	RCP

IF YOU DIG

IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
(770) 623-4344
(METRO ATLANTA ONLY)
UTILITIES PROTECTION CENTER, INC.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

CLOSURE INFORMATION

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 98,943 AN ANGULAR ERROR OF 01 SECONDS PER SETUP, AND WAS NOT ADJUSTED. A SOKKIA ELECTRONIC TOTAL STATION AND HEWLETT PACKARD 48GX DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 213,677 FEET. MCE INIT.

GRAPHIC SCALE 1"=50'
0 25 50 125 250

PLEASE NOTE

INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THIS INFORMATION HAS BEEN PLOTTED FROM THE ABOVE GROUND APPURTENANCES, CONSULTATION WITH PLANS AND PLATS AND FIELD MARKINGS BY THE UNDERGROUND UTILITIES PROTECTION SERVICE. BECAUSE OF THE NATURE OF UNDERGROUND UTILITIES, EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON, PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

SUBDIVISION PLAT OF

Sugarloaf Station

FOR

Hendon Properties LLC & Brand Partners, L.P.

SITE INFORMATION

CITY: LAWRENCEVILLE COUNTY: GWINNETT STATE: GEORGIA
LAND LOTS: 84 & 85 DISTRICT: 5TH
FIELD WORK: JC PROJ MGR: WCC REVIEWED: JRC
SURVEY DATE: JULY 7, 2003 DRAWING SCALE: 1" = 50'
GS Dwg File: 20031544-final-2.dwg GS Job No.: 20031544

GeoSurvey, Ltd.
Land Surveying & Mapping
1800 Sandy Plains Ind. Parkway
Suite 104
Marietta, Georgia 30066
Phone: (770) 795-9900
Fax: (770) 795-8880

SUP2025-00114
RECEIVED SEPTEMBER 5, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

3315 Sugarloaf LLC

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: Precious ASoro	NAME: Jessica Kouch, Tang Lor
ADDRESS: 3315 Sugarloaf Pkwy Suite 15	ADDRESS: 528 Carl cedar Hill Rd
CITY: Lawrenceville	CITY: Winder
STATE: GA ZIP: 30044	STATE: GA ZIP: 30680
PHONE: 678·779·3630	PHONE: 678.516.3006

CONTACT PERSON: Precious ASoro PHONE: 678-729-3630

CONTACT'S E-MAIL: ~~Eghosa~~ edgedevents@gmail.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: 4.6

PARCEL NUMBER(S): 5084-273

ADDRESS OF PROPERTY: 3315 Sugarloaf Pkwy, Lawrenceville, GA 30044

PROPOSED SPECIAL USE: Event Space - Renewal

9/5/25
SIGNATURE OF APPLICANT DATE

Jessica Kouch TANG LOR 9/4/2025
SIGNATURE OF OWNER DATE

Precious ASoro
TYPED OR PRINTED NAME

Jessica Kouch Tang Lor
TYPED OR PRINTED NAME

Alicia Darlene Beamon 9/5/25
NOTARY PUBLIC DATE

Deborah M. Register 9/4/25
NOTARY PUBLIC DATE

NOTARY PUBLIC SEAL
ALICIA DARLENE BEAMON
NOTARY PUBLIC-GEORGIA
GWINNETT COUNTY
My Comm. Expires Sept. 8, 2028

DEBORAH M. REGISTER NOTARY PUBLIC EXP. JULY 28, 2028 BARROW COUNTY, GA

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LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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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:

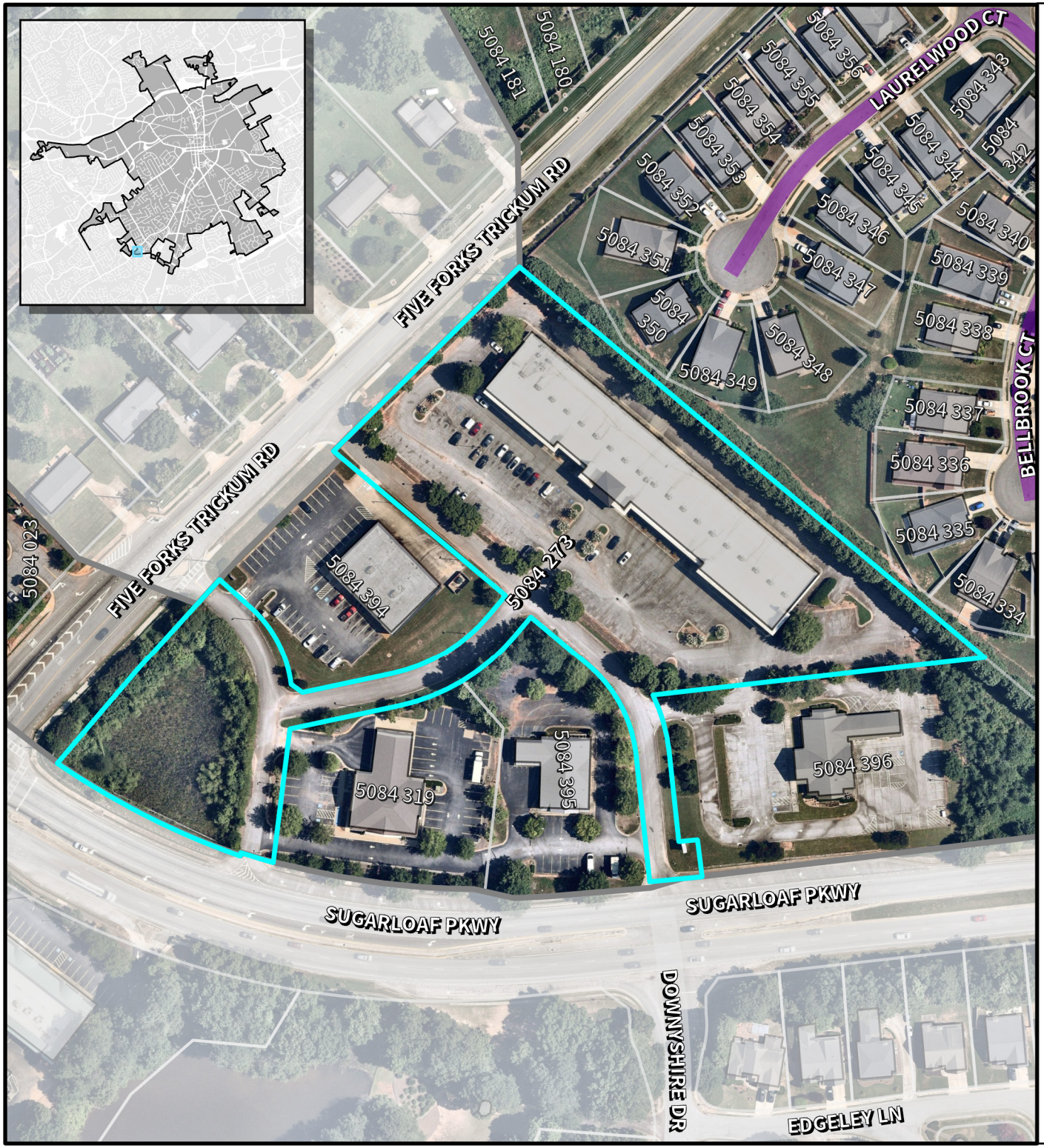
NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to $250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

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

Planning & Development

Location Map & Surrounding Areas

SUP2025-000114

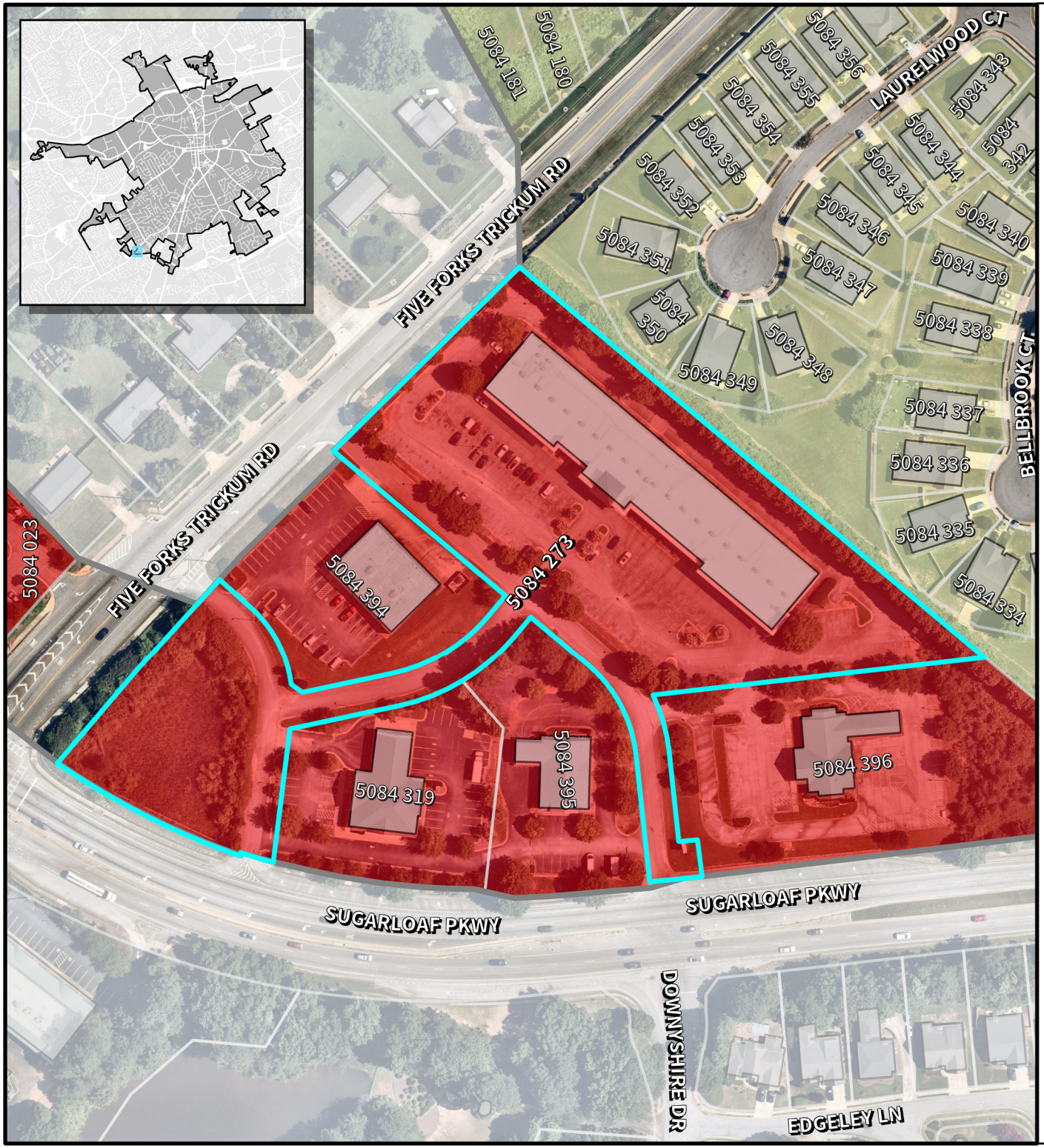
Applicant:
Precious Asoro

- Subject Property (~4.69 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets

N

Scale: 1:1,800

0 62.5 125 250 Feet



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-000114

Applicant:
Precious Asoro

Subject Property (~4.69 acres)

Lawrenceville City Limits

Zoning Districts

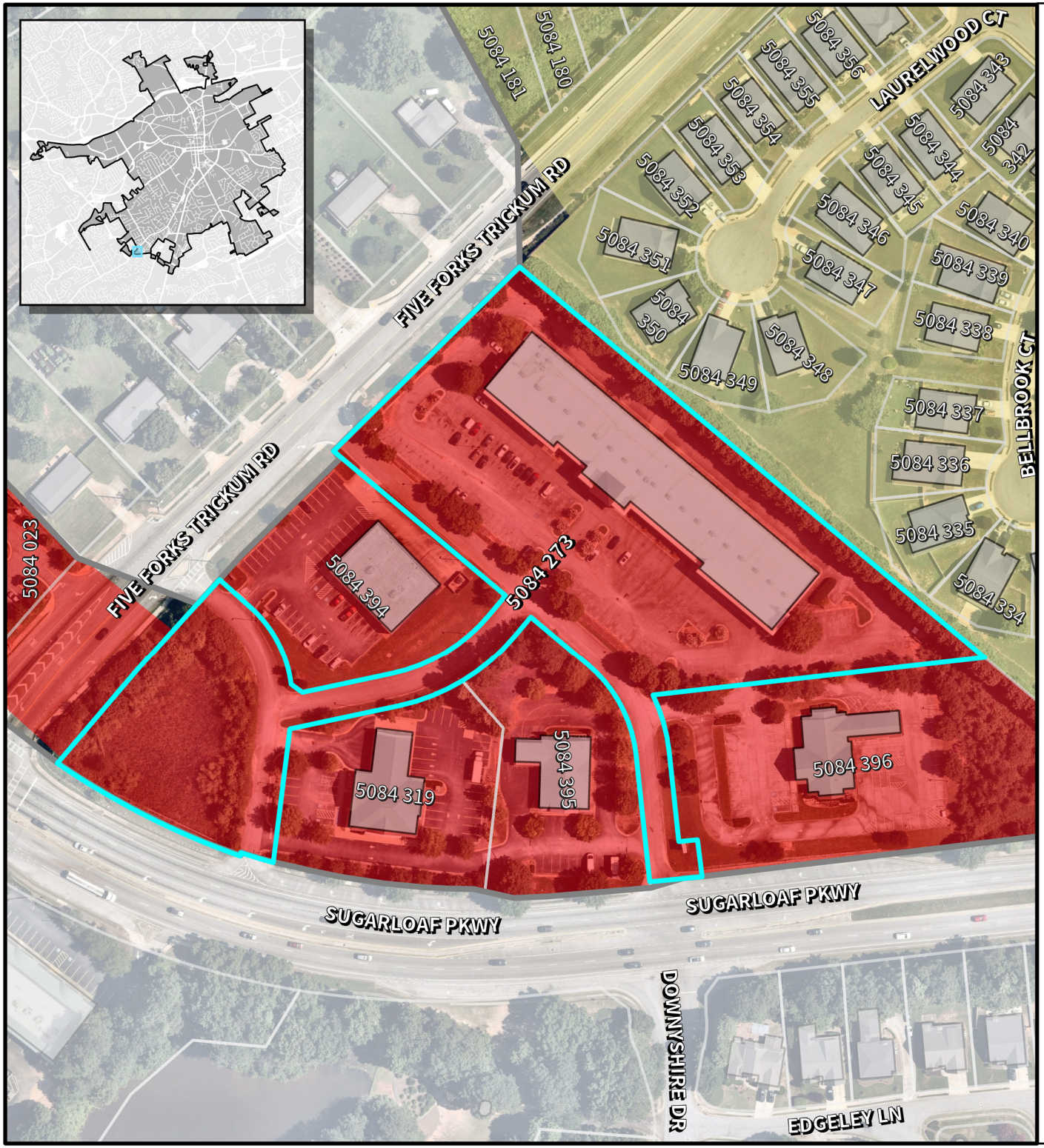
BG General Business

RS-60 Single-Family Residential

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-000114

Applicant:
Precious Asoro

Subject Property (~4.69 acres)

Lawrenceville City Limits

2045 Character Areas

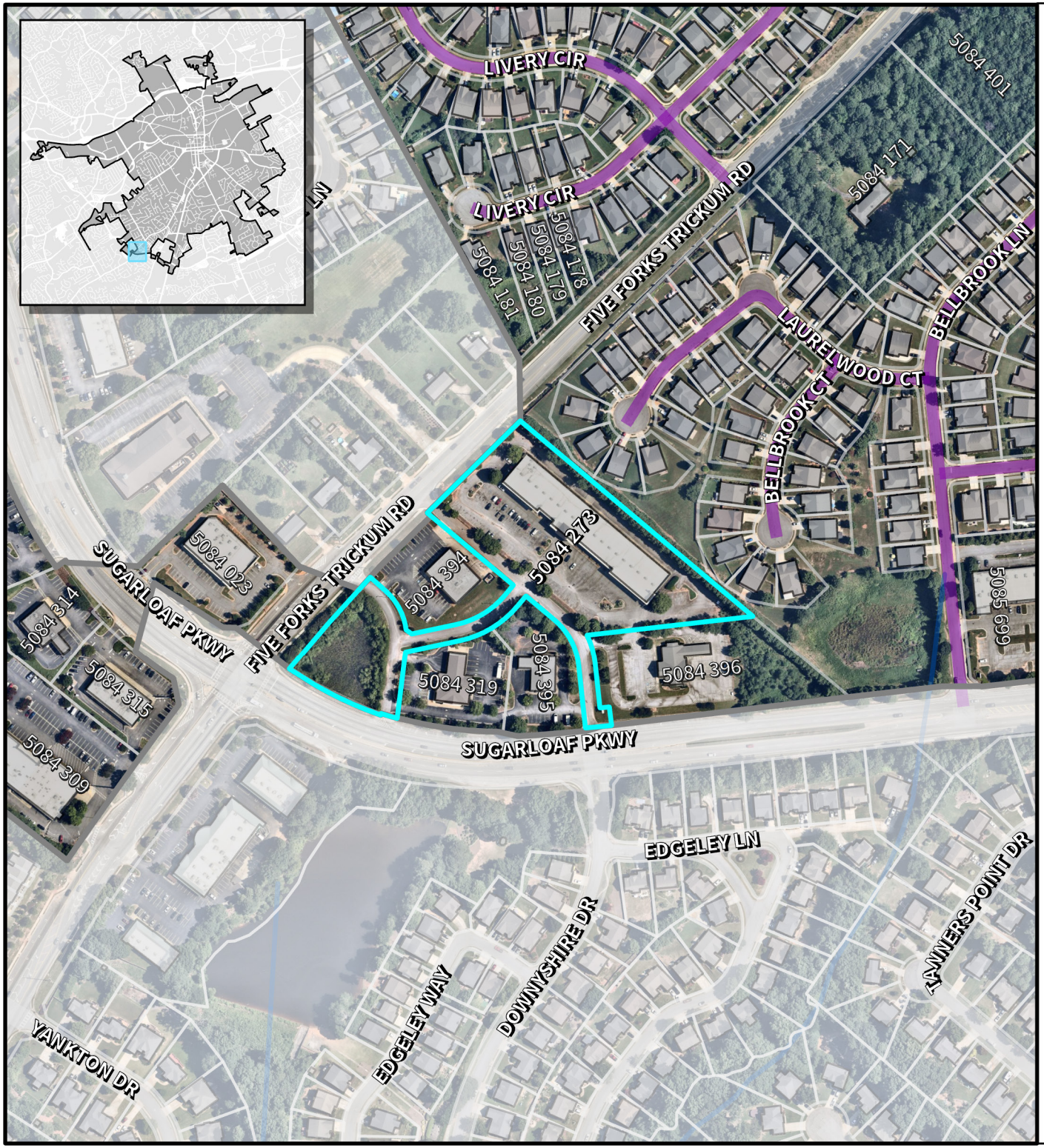
Traditional Residential

Commercial Corridor

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-000114

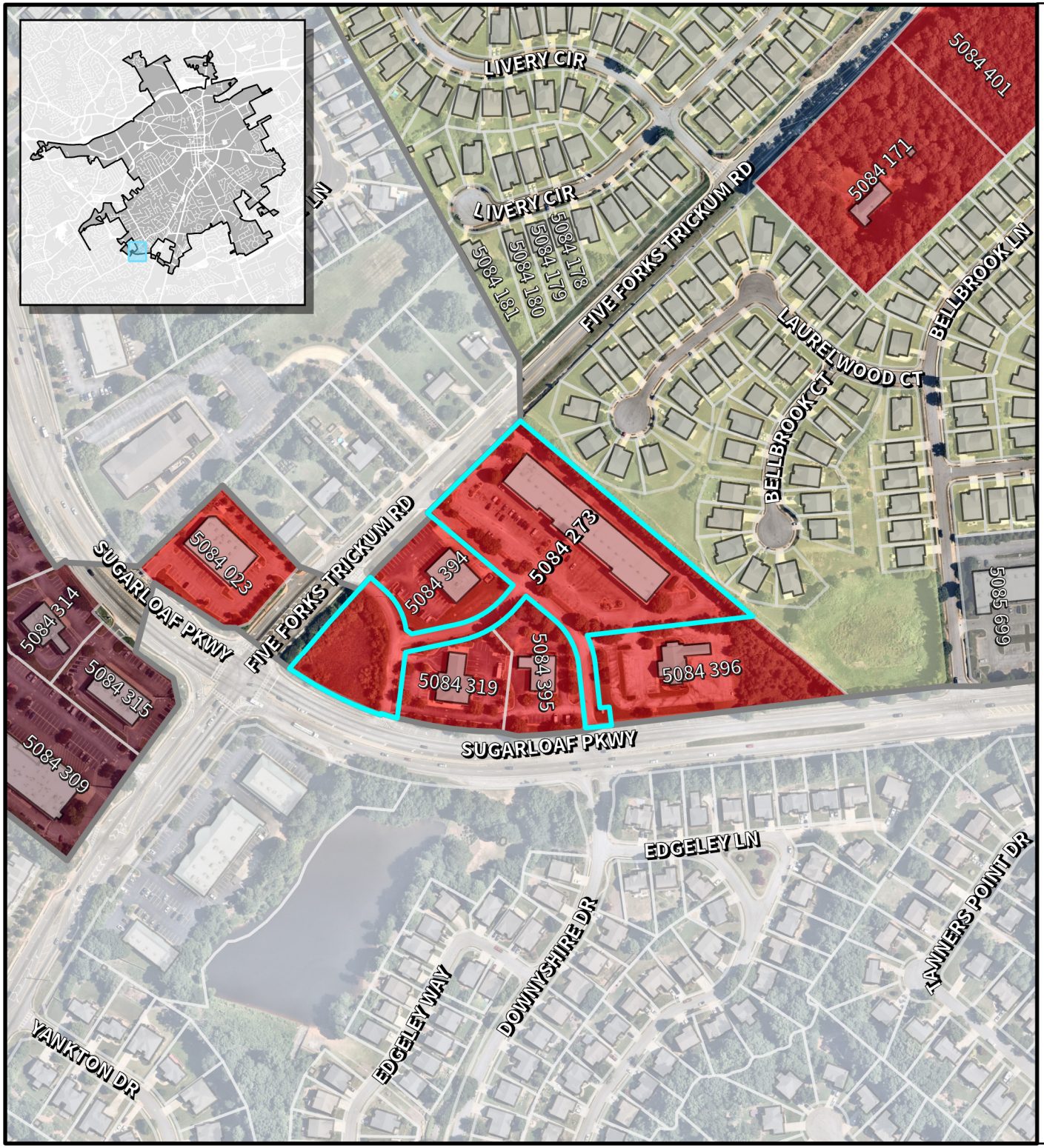
Applicant:
Precious Asoro

- Subject Property (~4.69 acres)
- Lawrenceville City Limits
- Streams
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-000114

Applicant:
Precious Asoro

- Subject Property (~4.69 acres)
- Lawrenceville City Limits

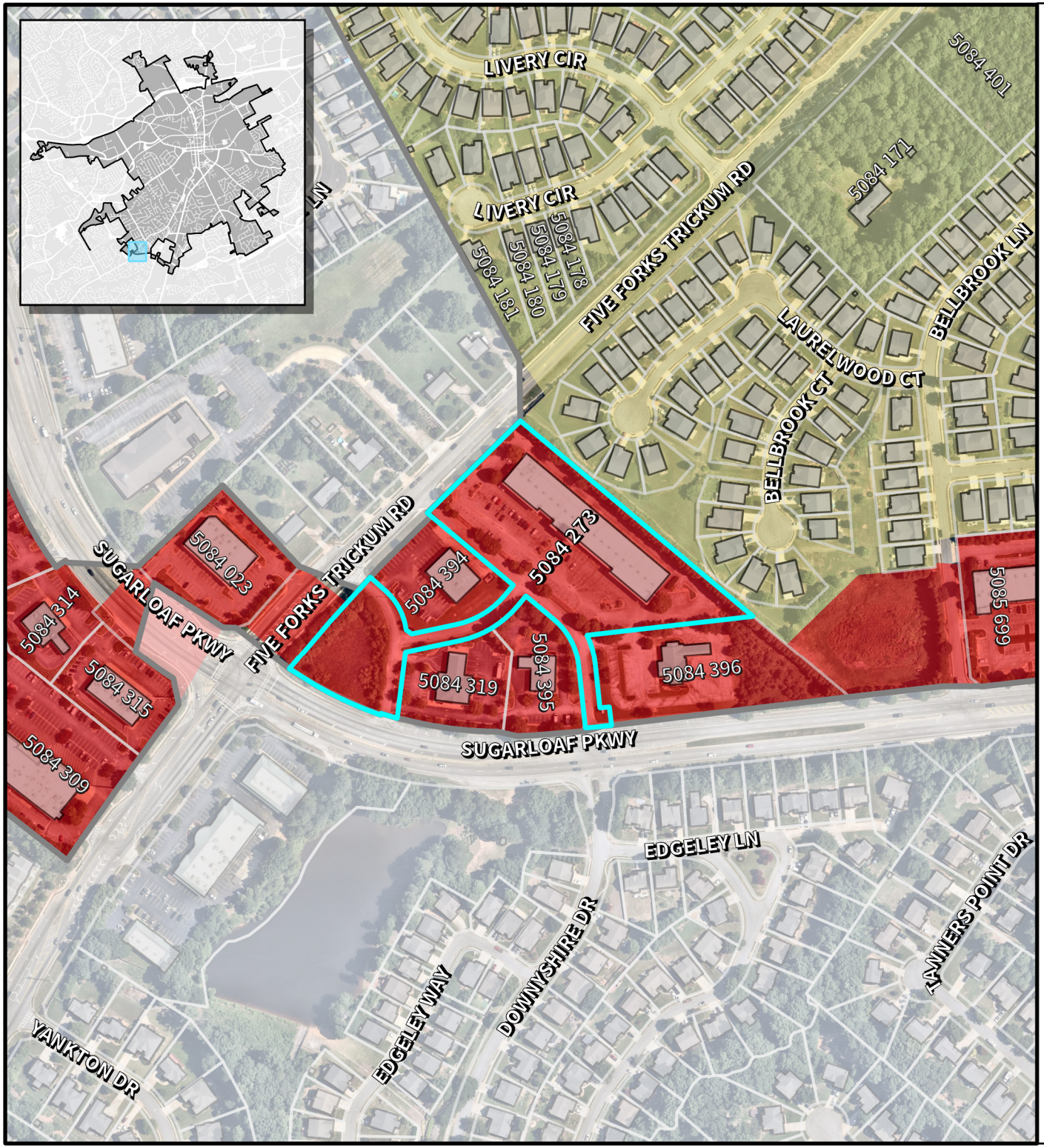
Zoning Districts

BN	Neighborhood Business
BG	General Business
HSB	Highway Service Business
RS-60	Single-Family Residential

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-000114

Applicant:
Precious Asoro

- Subject Property (~4.69 acres)
- Lawrenceville City Limits

2045 Character Areas

- Traditional Residential
- Commercial Corridor

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00114

Approval of Special Use Permit for a Special Event Facility/Banquet Hall at the subject property, subject to the following enumerated conditions:

1. <u>To restrict the Special Use Permit as follows:</u>

A. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.

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. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

D. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

E. Outdoor storage shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

H. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of

P2025-00114_PC RECO CNDS_11032025

the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.

I. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

P2025-00114_PC RECO CNDS_11032025

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	SUP2025-00115; Yhana Rouse – The Nexxt Space; 575 Wike Pike Street, Suite 21
Department:	Planning and Development
Date of Meeting:	Wednesday, November 19, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Renew Special Use Permit for a Special Events/Banquet Hall
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Staff Conditions

---

Summary: The applicant requests a Special Use Permit for 575 West Pike Street to allow for the continued operation of a Special Event Facility/Banquet Hall. The subject property is an approximately 2.70-acre parcel zoned BG (General Business District), located along the northeastern right-of-way of West Pike Street, near its intersection with Hurricane Shoals Road.

Attachments/Exhibits:

- SUP2025-00115_P&D RPRT COND ATTCH_10132025.pdf
- SUP2025-00115_PC RECO COND_11032025.pdf

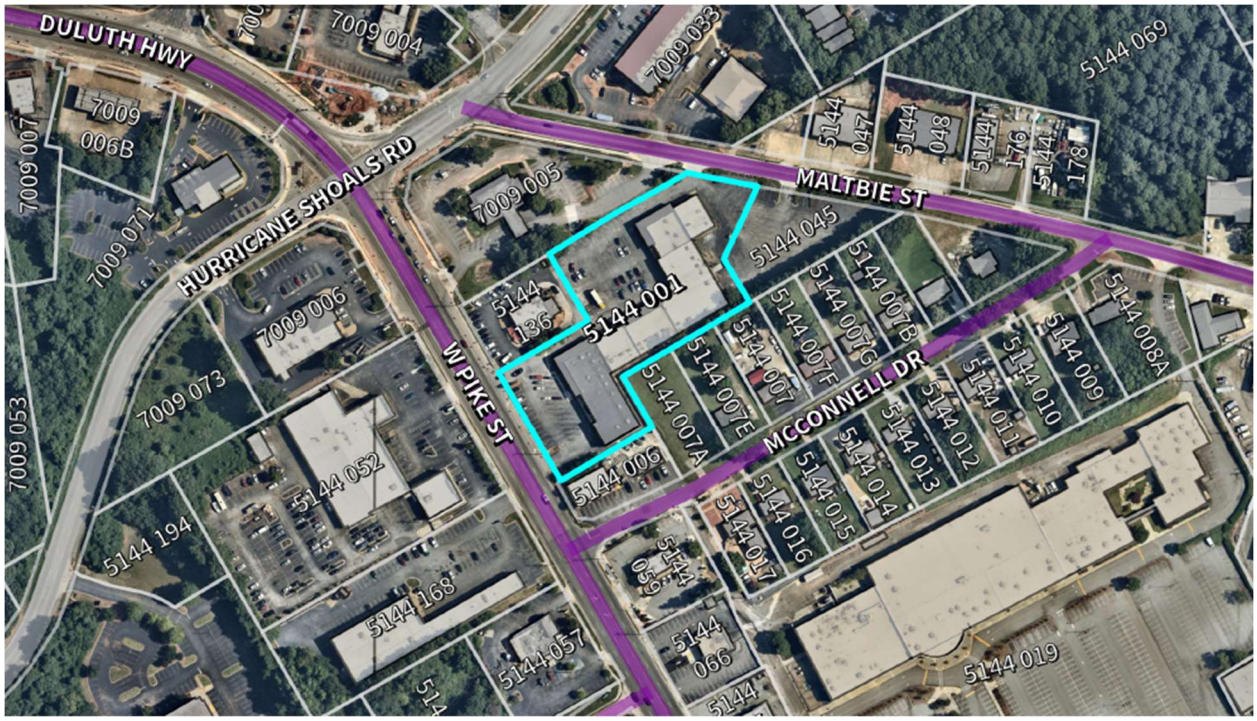
LAWRENCEVILLE

Planning & Development

SPECIAL USE PERMIT

CASE NUMBER(S):	**SUP2025-00115**
APPLICANT(S):	YHANA ROUSE – THE NEXXT SPACE
PROPERTY OWNER(S):	CENTRAL LANDMARK LLC
LOCATION(S):	575 WEST PIKE STREET
PARCEL IDENTIFICATION NUMBER(S):	R5144 001
APPROXIMATE ACREAGE:	2.70 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	SPECIAL EVENT FACILITY/BANQUET HALL
DEPARTMENT RECOMMENDATION:	**APPROVAL WITH CONDITIONS**

VICINITY MAP



ZONING HISTORY

The subject property has been zoned BG (General Business District) since 1986, the earliest zoning record on file for the parcel. ***SUP2023-00084*** was approved on 12/13/2023, allowing a special events facility at the address. The Special Use Permit was conditioned with a two-year sunset, which expires December 2025, necessitating this SUP renewal (submitted 9/10/2025).

PROJECT SUMMARY

The applicant requests a Special Use Permit for 575 West Pike Street to allow for the continued operation of a Special Event Facility/Banquet Hall. The subject property is an approximately 2.70-acre parcel zoned BG (General Business District), located along the northeastern right-of-way of West Pike Street, near its intersection with Hurricane Shoals Road.

ZONING AND DEVELOPMENT STANDARDS

The property consists of a 37,254 square-foot one-story retail building, accessory driveways, and parking.

Article 1 Districts, Section 103.2 Use Table

Standard	*Requirement*	*Proposal*	*Recommendation*
Special Event Facility	Special Use Permit	Special Use Permit	*Approval w/ Conditions*

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.73 Special Event Facility reads as follows:

A. *Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.*

B. *During inclement weather, there shall be sufficient space to safely shelter guests.*

C. *Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.*

D. *Adequate off-street parking facilities shall be provided on-site.*

E. *Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.*

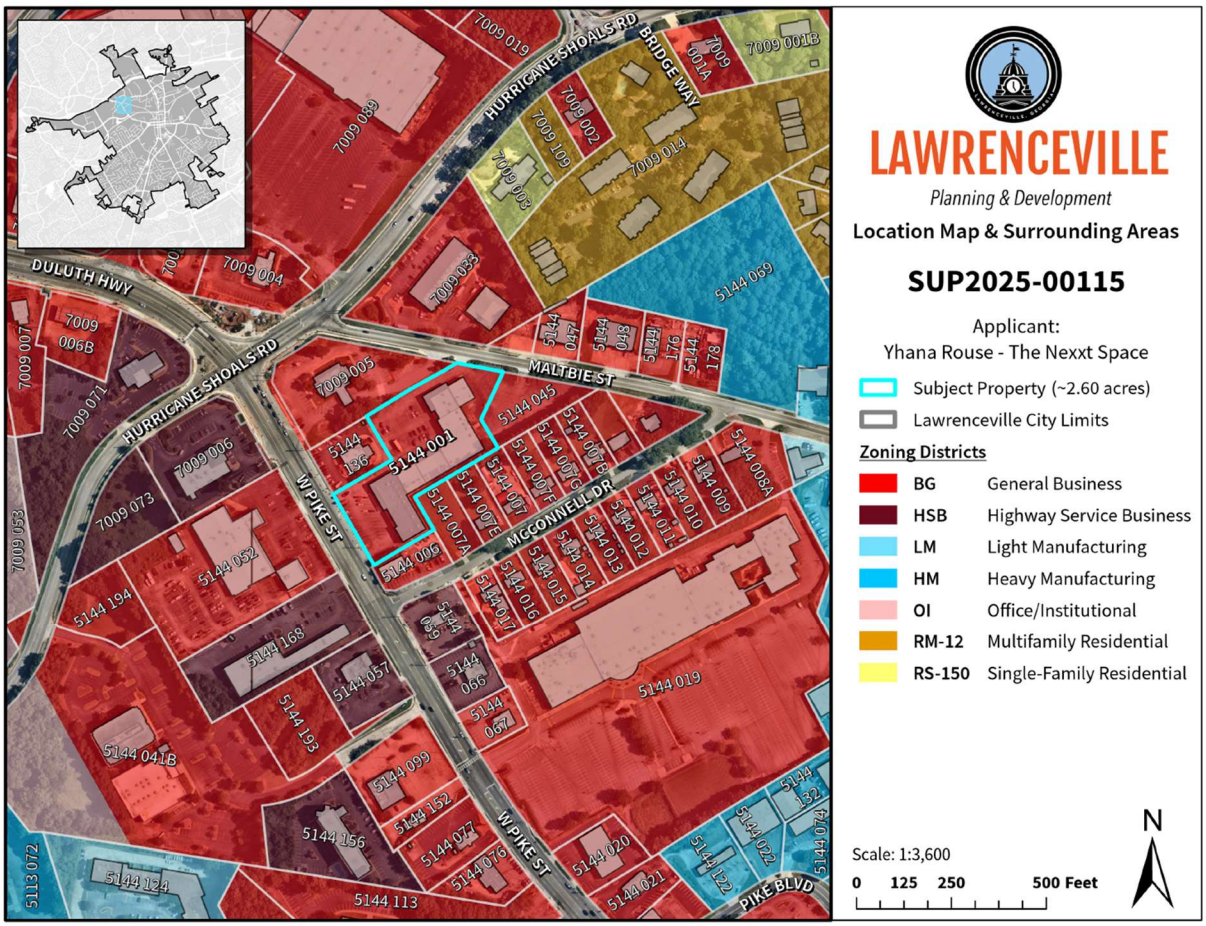
F. Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district.

The applicant occupies Suite 21 of the Township Village shopping center, a 1,920 square foot retail space. They are requesting a renewal for the Special Use Permit approved in December 2023 that allowed a Special Event Facility/Banquet Hall at this location (SUP2023-00084). Access to the property is provided via curb-cuts extending from West Pike Street and Maltbie Street.

As proposed, the parking regulations require nineteen (19) parking spaces for this type and size of facility, however, the existing parking lot consists of approximately 150 parking spaces, which exceeds the minimum requirements and adequately provides enough off-street parking. Additionally, all associated parking spaces are in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Event Facilities/Banquet Halls be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with the intent of the Code of Ordinance as it relates to Special Event Facilities/Banquet Halls. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities/Banquet Halls to operate throughout the city limits in specific zoning classifications, which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.

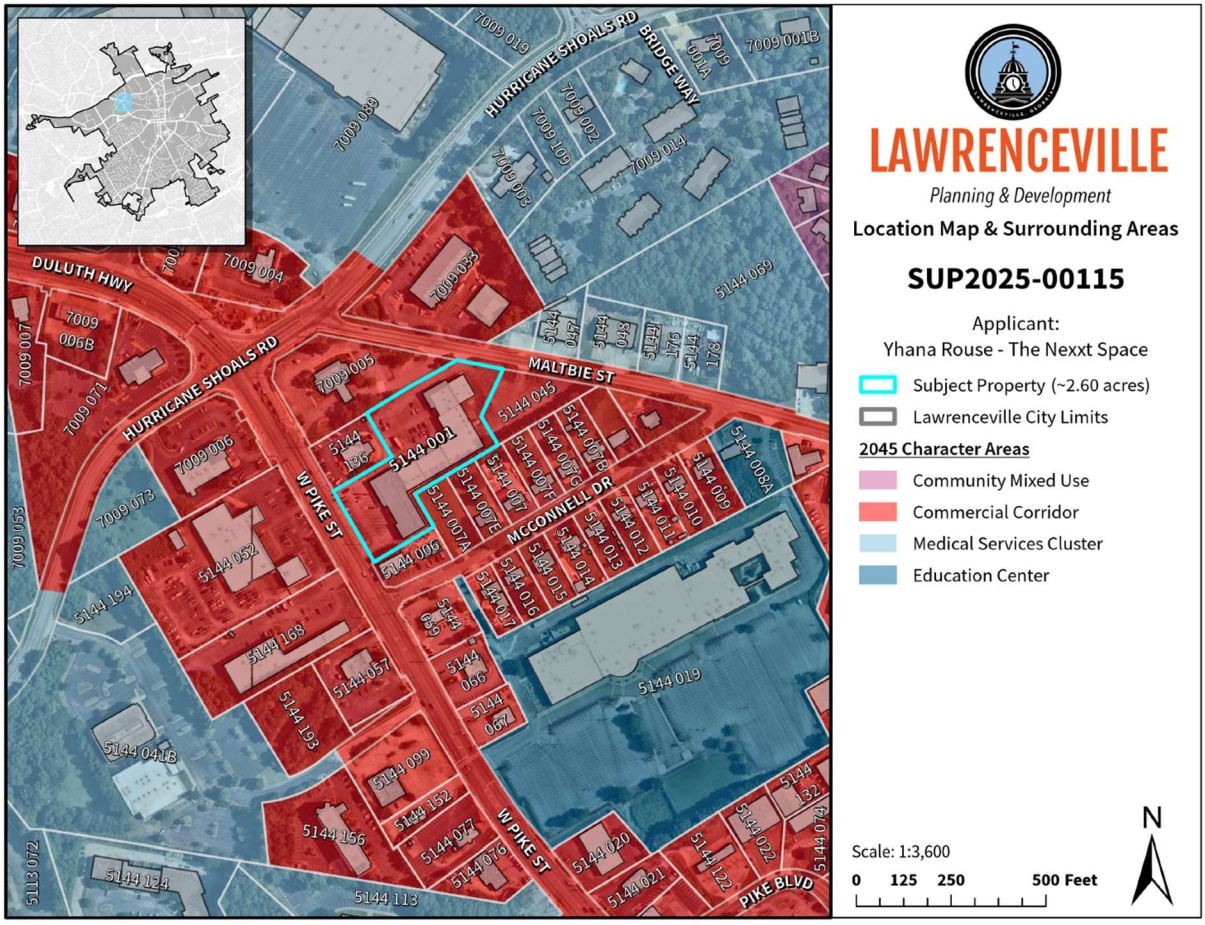
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses zoned BG (General Business District) and HSB (Highway Service Business District). There are limited residential uses in the general area, including properties zoned RS-150 (Single Family Residential District) and RM-12 (Multifamily Residential District) to the north, along Hurricane Shoals Road. Furthermore, there are also intensive industrial uses zoned HM (Heavy Manufacturing District) to the east and southeast, along Maltbie Street. Further west, there are medical uses in the form of Northside Hospital Gwinnett and other medical facilities, which are typically zoned OI (Office Institutional District). Overall, the immediate area surrounding the subject property is predominantly commercial in nature.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicates the property lies within the Commercial Corridor character area, defined as such:

> *The commercial corridor character area corresponds to a major road corridor into the city. It is intended to accommodate large-scale commercial uses that serve the traveling public via automobiles. These uses include, but are not limited to, 'big box' retail stores, car dealerships, car washes, and large corporate offices. All such uses require careful site planning to ensure interconnectivity and compliance with applicable parking, lighting, landscaping, and signage standards. Commercial corridors are typically less pedestrian-oriented than neighborhood and community centers.*

The proposed use may be appropriate for the Commercial Corridor character area.

STAFF RECOMMENDATION

As submitted, the proposal to renew the SUP for a Special Event Facility/Banquet Hall at this location is appropriate, as it is in a predominantly commercial/retail corridor along West Pike Street. Additionally, the site is located within the Commercial Corridor character area, which is appropriate for smaller-scale retail uses such as banquet halls. Furthermore, there is precedent for City Council approving (and renewing) such uses in similar zoning districts and there have been no Code Enforcement cases open regarding the use since the approval of the original Special Use Permit in December 2023.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment

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;**

   In light of the mixture of uses and zoning in the immediate area, the requested Special Events Facility could be suitable for the area.

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

   With the recommended conditions, potential impacts on adjacent and nearby properties could be minimized.

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

   The property has reasonable economic use as currently zoned.

4. **Whether the zoning proposal will result in a use 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 and utility demand; however, these impacts may 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 Commercial Corridor Character Area are intended to provide a center for a variety of retail activities. As such the proposed Special Use Permit allowing a Special Event Facility/Banquet Hall at this location could be consistent with the 2045 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;**

   In December 2023, SUP2023-00084 was approved for a Special Event Facility/Banquet Hall at this location. This SUP expires in December 2025 due to its two-year sunset clause. Since approval of the original SUP, there have been no Code Enforcement cases opened at the location that are related to the use.

   Additionally, SUP2024-00086 was renewed for the same Special Use in June 2024 at a location close in general character to the subject property.

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00115

Approval of Special Use Permit for a Special Event Facility/Banquet Hall at the subject property, subject to the following enumerated conditions:

1. <u>To restrict the Special Use Permit as follows:</u>

A. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.

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. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

D. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

E. Outdoor storage shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

H. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.

I. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

The Nexxt Space
P. O. Box 492502
Lawrenceville, GA 30049
Phone: 770-415-8360
Info@TheNexxt.org

September 10, 2025

City of Lawrenceville
City Council Members
70 S. Clayton Street
Lawrenceville, GA 30046

RE: Letter of Intent

To Whom It May Concern:

We are writing to provide a letter of intent from Nexxt Level Investment Holdings Group LLC DBA The Nexxt Space. We appreciate the Council Members time and the opportunity to discuss information regarding The Nexxt Space. We are excited to bring a new multi-purpose venue to the City of Lawerenceville that will be located at 575 W. Pike Street; Suite 21 in the Township Village Shopping Center. The venue will be a chic, modern, and versatile space designed to accommodate a variety of needs from networking events, small business expos, 501(c)3 fundraisers, retirement celebrations, corporate meetings and conferences to intimate micro weddings, anniversaries, little league sports banquets, bar mitzvahs, and other celebrations. The space will feature venue rental, decor, audiovisual equipment, customizable layouts of tables and chairs, and ample parking.

Our mission is to create a welcoming atmosphere that is chic, modern, affordable, and inclusive for the residents, businesses, and other community members. Our goal is to provide excellent customer service and we aim to become the go-to space for creatives. The Nexxt Space is a majority women owned LLC who have been passionate about event planning, design, and execution for as long as we can remember. We are turning our decades-long passion projects into our purpose. However, we now know it's not just a passion—it's our calling.

Sincerely,

The Nexxt Space
Info@TheNexxt.org
770-415-8360 Ph

SUP2025-00115
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPAR

LEGAL DESCRIPTION

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

BEGINNING at the point of intersection of the northeasterly right-of-way line of Georgia Highway No. 120 with the line dividing the 5th District and the 7th District of Gwinnett County, Georgia; thence leaving said right-of-way line and running north 60 degrees 56 minutes 54 seconds east along said District line, 299.18 feet to a point; running thence north 61 degrees 04 minutes 07 seconds east along said District line, 142.80 feet to a point located on the southwesterly right-of-way line of Maltbie Street (a 60-foot right-of-way); running thence south 77 degrees 42 minutes 37 seconds east along the southwesterly right-of-way line of Maltbie Street, 386.80 feet to a point; thence leaving said right-of-way line and running south 61 degrees 04 minutes 37 seconds west, 562.55 feet to a point; running thence south 27 degrees 50 minutes 32 seconds east, 97.23 feet to an iron pin found; running thence south 61 degrees 49 minutes 08 seconds west, 180.23 feet to a point located on the northeasterly right-of-way line of Georgia Highway No. 120; running thence north 27 degrees 00 minutes 47 seconds west along the northeasterly right-of-way line of Georgia Highway No. 120, 349.23 feet to the **POINT OF BEGINNING**; and being a tract or parcel of land containing 3.86 acres, together with improvements thereon, all as more particularly shown on and described in accordance with a plat of survey prepared for Simon Chan by McClung Surveying, bearing the seal and certification of Perry E. McClung, Georgia Registered Land Surveyor No. 1541, dated July 2, 1996.

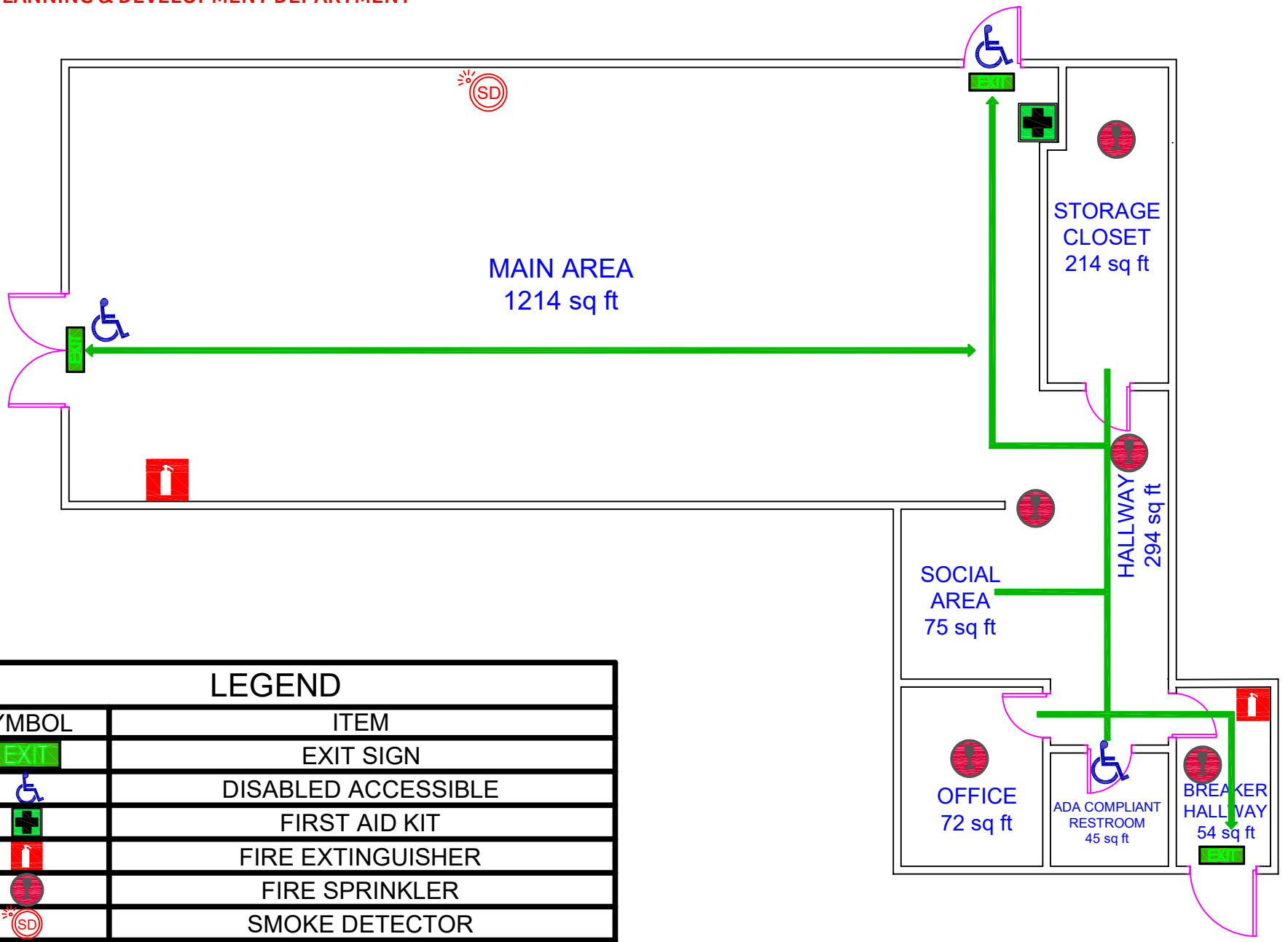
Legal Includes:	575 West Pike Street, Lawrenceville, GA 30046	Parcel: R5144 001
	585 West Pike Street, Lawrenceville, GA 30046	Parcel: R5144 136
	555 Maltbie Street, Lawrenceville, GA 30046	Parcel: R5144 045

SUP2025-00115
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

Customer Name: The Nexxt Space	Customer Address: 575 W. Pike St. Ste. 21; Lawrenceville, GA 30046		Occupancy Type: Assembly
Description: Detailed Floor Plan	NFPA Max (Standing) Occupancy: 85	Scale: 1 : 1	Emergency Contacts:
Total Area: 1919.50 SQ. FT.	NFPA Seated Occupancy: 65	Page: 1 OF 1	Yhana Rouse - (773) 981-1 Tiffany Shaver - (334) 233-0121

9.

SUP2025-00115
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT



LEGEND	
SYMBOL	ITEM
EXIT	EXIT SIGN
	DISABLED ACCESSIBLE
	FIRST AID KIT
	FIRE EXTINGUISHER
	FIRE SPRINKLER
SD	SMOKE DETECTOR

SUP2025-00115
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: The Nexxt Space	NAME: Central Landmark LLC
ADDRESS: 575 W Pike Street, Suite 21	ADDRESS: 3940 Buford Hwy, Suite A101
CITY: Lawrenceville	CITY: Duluth
STATE: GA ZIP: 30046	STATE: GA ZIP: 30096
PHONE: 770-415-8360 / 773-981-1671	PHONE: 678-887-1297

CONTACT PERSON: Yhana Rouse PHONE: 773-981-1671

CONTACT'S E-MAIL: YhanaR@gmail.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: 2.70

PARCEL NUMBER(S): R5144 001

ADDRESS OF PROPERTY: 575 W Pike Street, Suite 21, Lawrenceville, GA 30046

PROPOSED SPECIAL USE: Special Events Facility / Banquet Hall / Multi-Purpose Venue

Yhana Rouse 9/10/25
SIGNATURE OF APPLICANT DATE

Yhana Rouse
TYPED OR PRINTED NAME

09/10/2025
NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

SIMON CHAN
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SUP2025-00115
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPARTMENT

LAWRENCEVILLE
GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

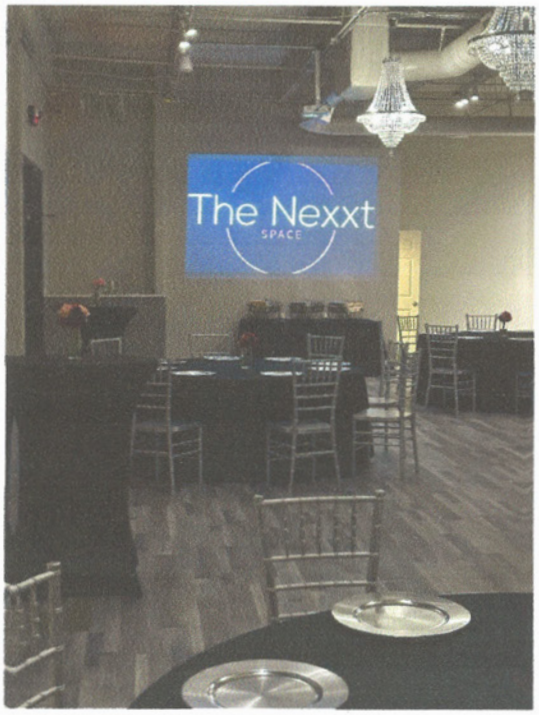
If the answer is yes, please complete the following section:

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

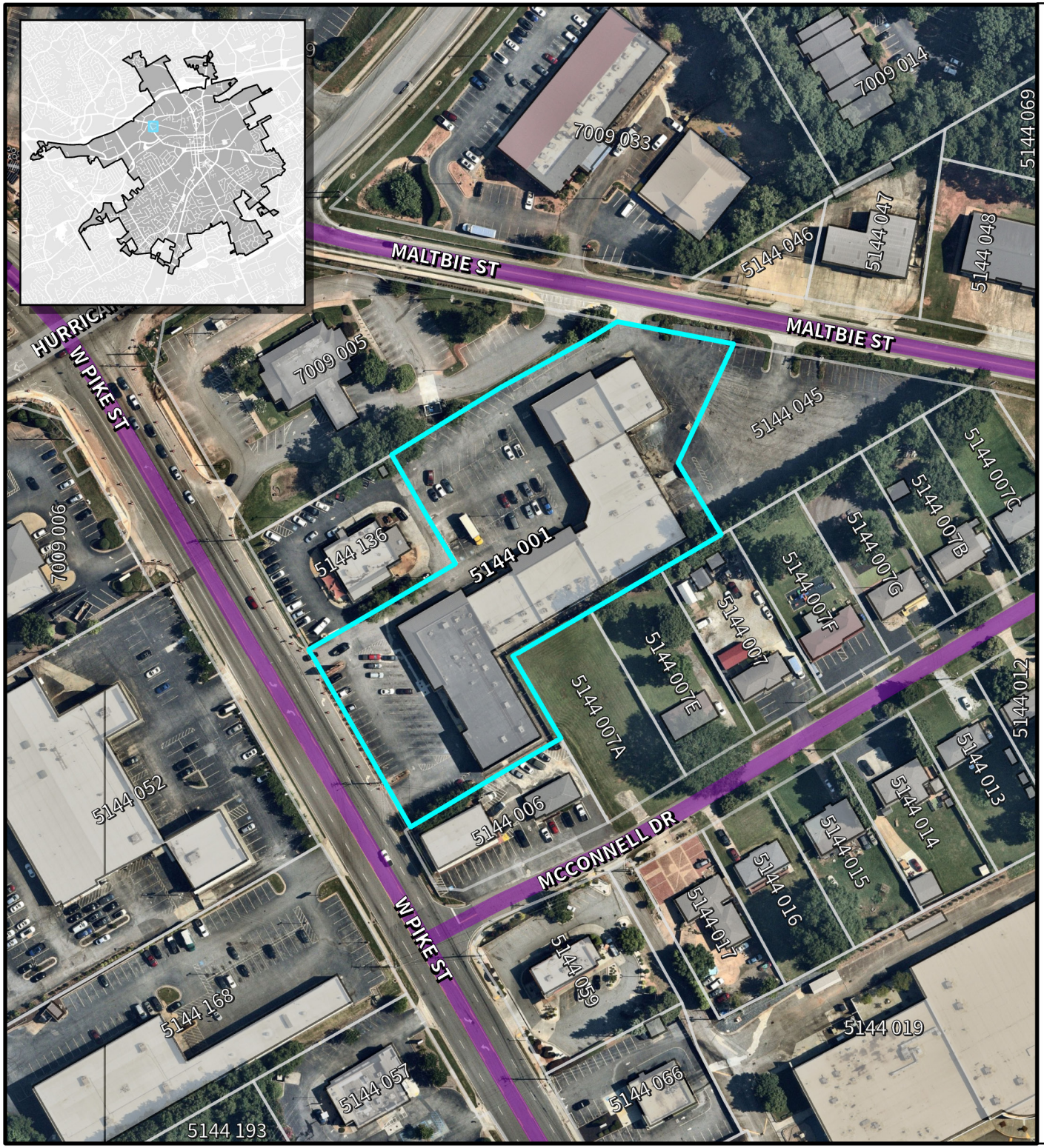
Attach additional sheets if necessary to disclose or describe all contributions/gifts.

THE NEXXT SPACE – INTERIOR PICTURE





SUP2025-00115
RECEIVED SEPTEMBER 10, 2025
PLANNING & DEVELOPMENT DEPAR



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00115

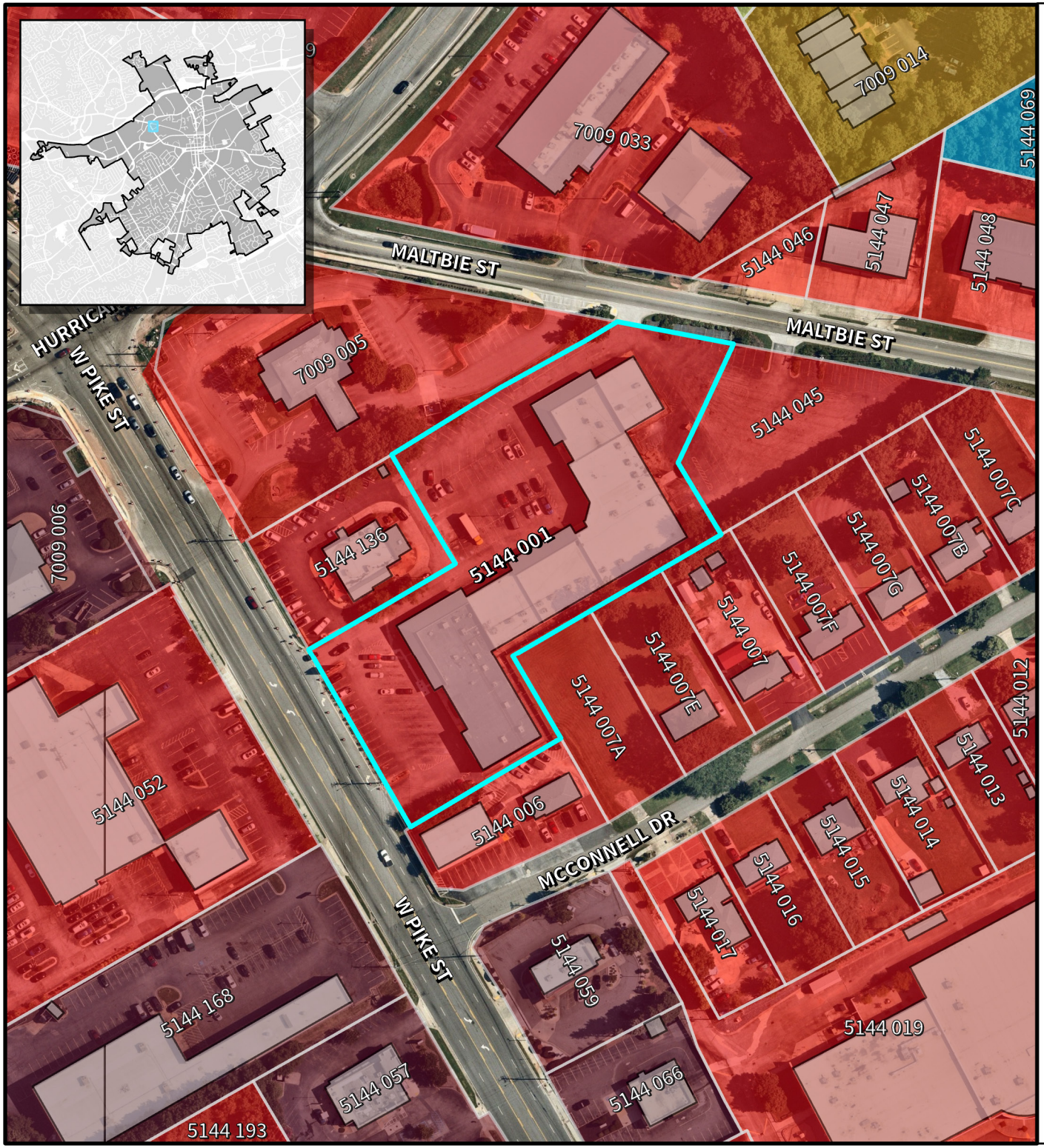
Applicant:
Yhana Rouse - The Nexxt Space

- Subject Property (~2.60 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00115

Applicant:
Yhana Rouse - The Nexxt Space

Subject Property (~2.60 acres)

Lawrenceville City Limits

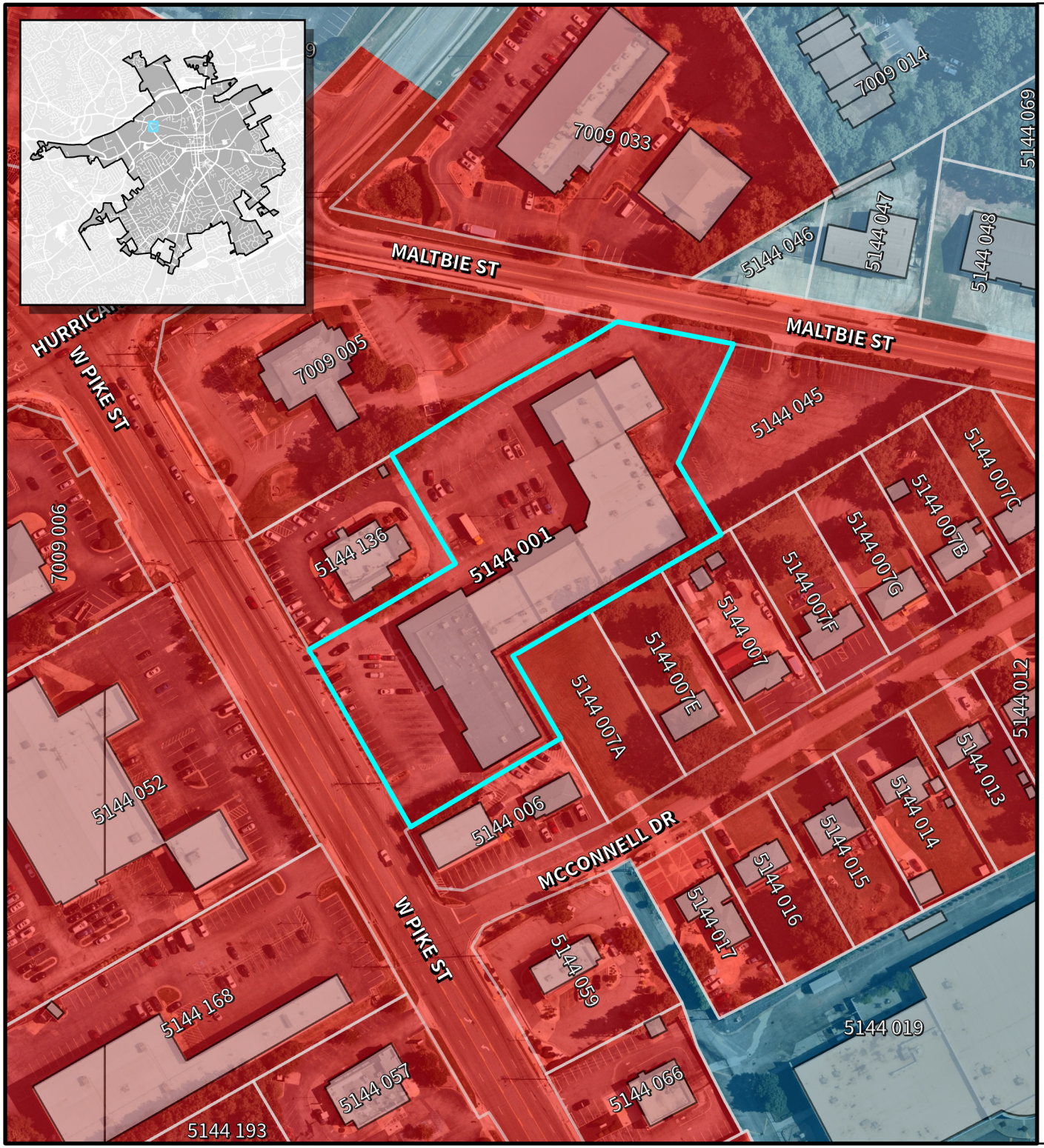
Zoning Districts

BG	General Business
HSB	Highway Service Business
HM	Heavy Manufacturing
RM-12	Multifamily Residential
RS-150	Single-Family Residential

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00115

Applicant:
Yhana Rouse - The Nexxt Space

- Subject Property (~2.60 acres)
- Lawrenceville City Limits

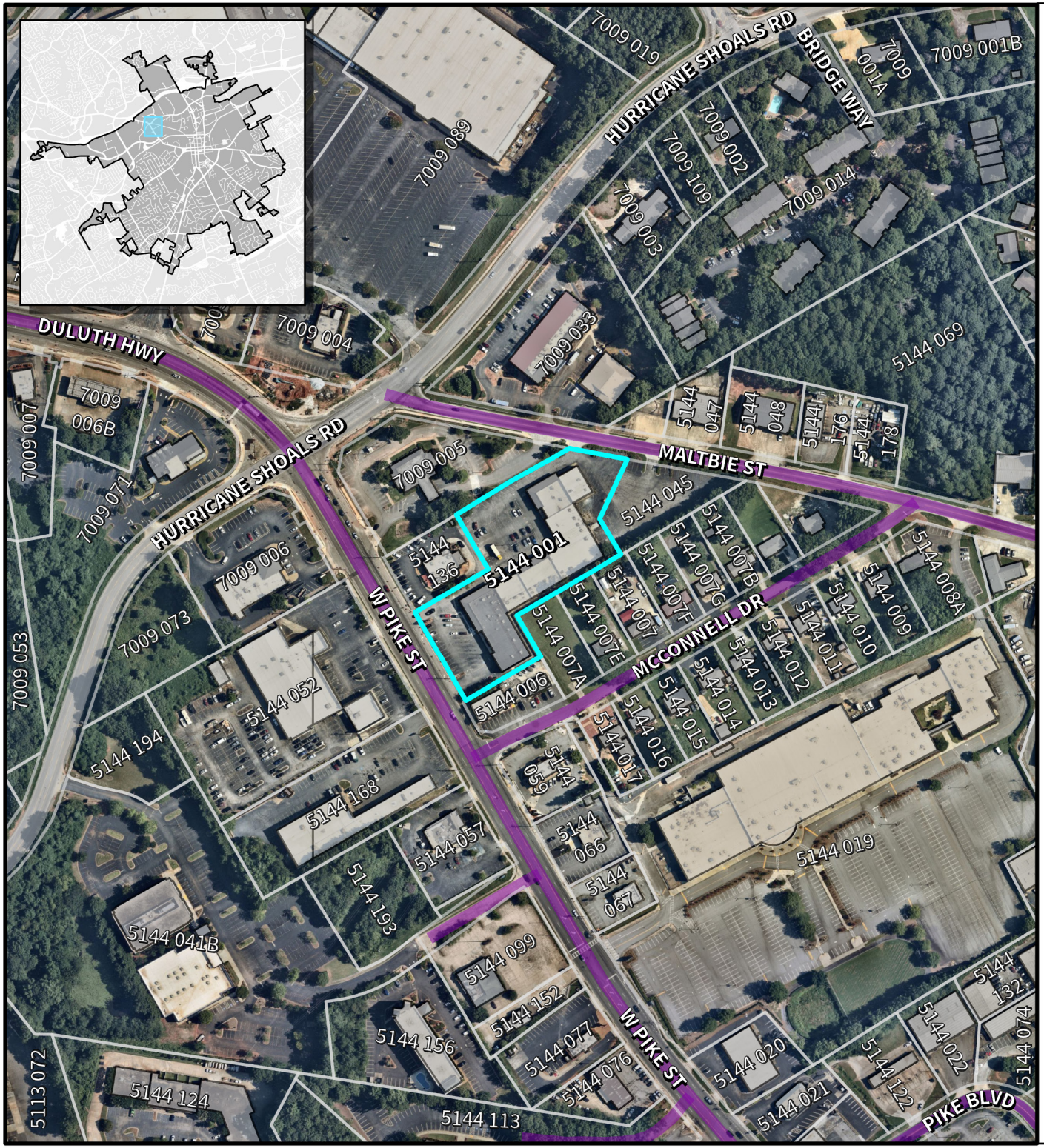
2045 Character Areas

- Commercial Corridor
- Medical Services Cluster
- Education Center

Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00115

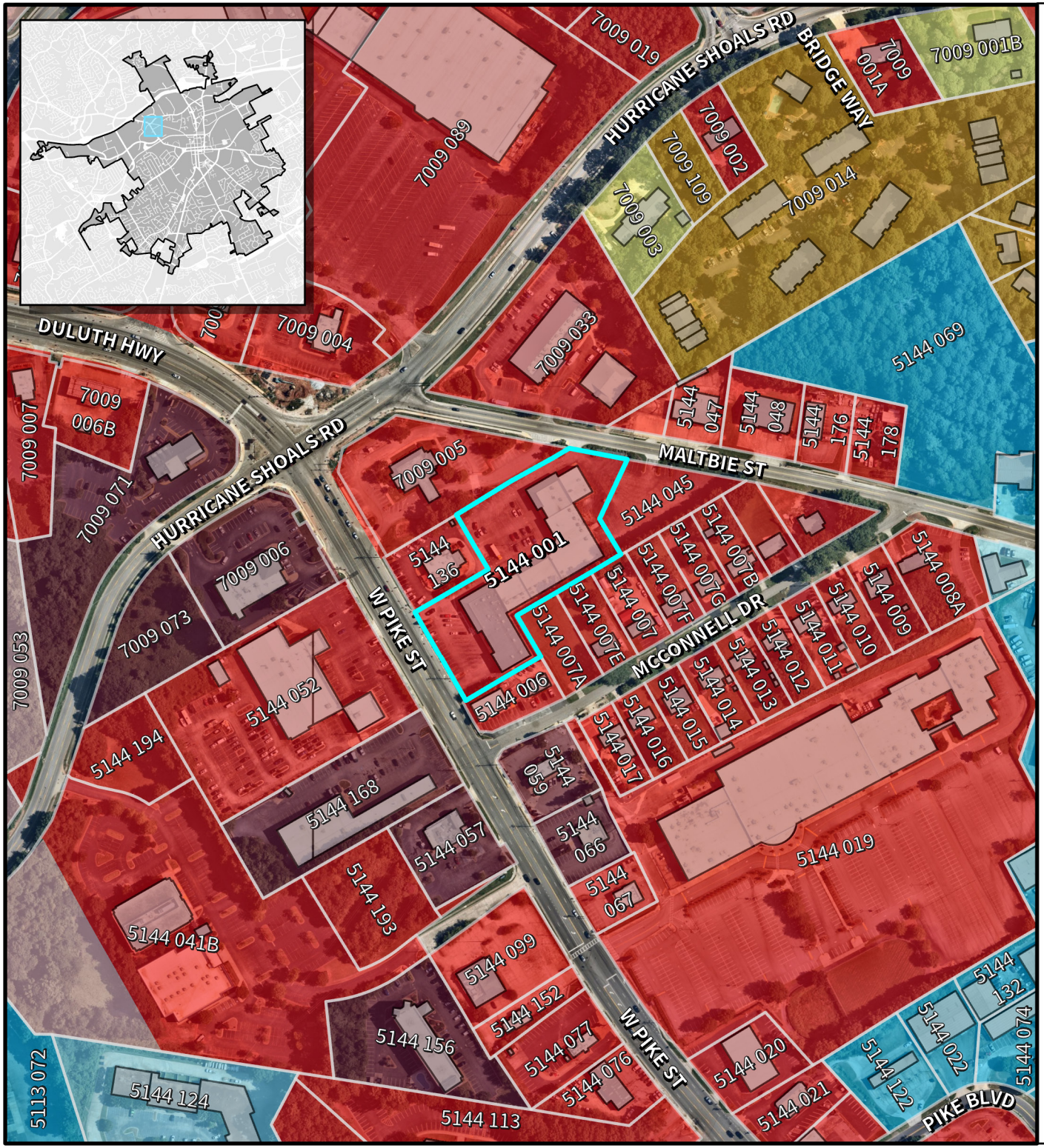
Applicant:
Yhana Rouse - The Nexxt Space

- Subject Property (~2.60 acres)
- Lawrenceville City Limits
- City Maintained Streets
- County/State Maintained Streets

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00115

Applicant:
Yhana Rouse - The Nexxt Space

- Subject Property (~2.60 acres)
- Lawrenceville City Limits

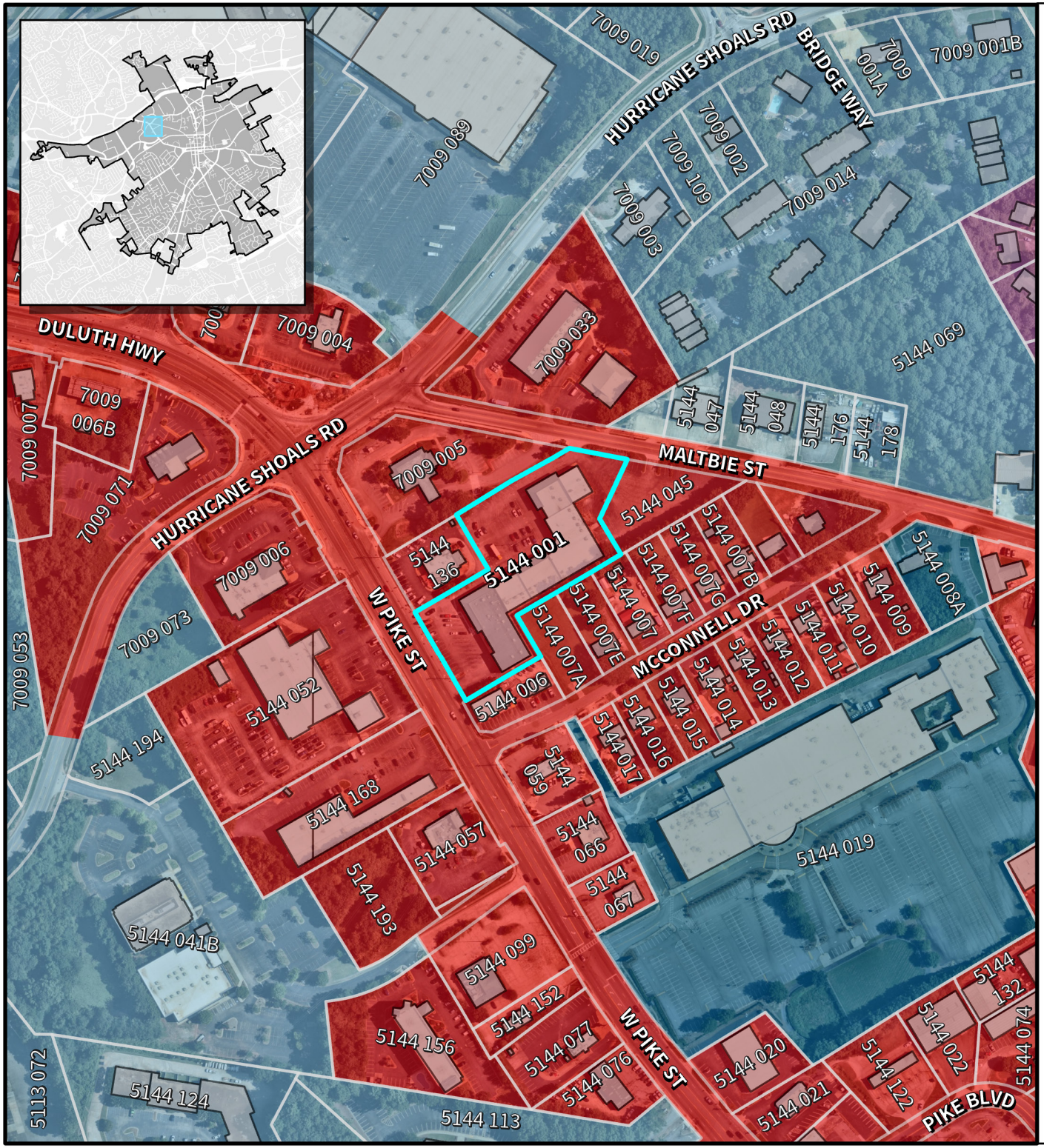
Zoning Districts

BG	General Business
HSB	Highway Service Business
LM	Light Manufacturing
HM	Heavy Manufacturing
OI	Office/Institutional
RM-12	Multifamily Residential
RS-150	Single-Family Residential

Scale: 1:3,600

0 125 250 500 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00115

Applicant:
Yhana Rouse - The Nexxt Space

- Subject Property (~2.60 acres)
- Lawrenceville City Limits

2045 Character Areas

- Community Mixed Use
- Commercial Corridor
- Medical Services Cluster
- Education Center

Scale: 1:3,600

0 125 250 500 Feet

N

LAWRENCEVILLE

Planning & Development

PLANNING COMMISSION

RECOMMENDED CONDITIONS_11032025

SUP2025-00115

Approval of Special Use Permit for a Special Event Facility/Banquet Hall at the subject property, subject to the following enumerated conditions:

1. <u>To restrict the Special Use Permit as follows:</u>

A. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.

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. Lighting shall be contained in cut-off type luminaries and shall be directed towards the property so as not to shine directly into adjacent properties or rights-of-way.

D. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.

E. Outdoor storage shall be prohibited.

F. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

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

P2025-00115_PC RECO CNDS_11032025

H. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.

I. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

P2025-00115_PC RECO CNDS_11032025

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Year 5 Contract Renewal of ReCAST Sub-Recipient Partners
Department:	Community & Economic Development
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	$0
Presented By:	Marcus Thorne, Grants Administrator
Action Requested:	Approve contract renewal for Year 5 of ReCAST sub-recipient partners, Georgia Center for Opportunity, Impact46, ViewPoint Health, and the ReCAST Program Director and authorize the Mayor or City Manager to execute contracts subject to approval by the City Attorney.

Summary: ReCAST Lawrenceville enters its fifth and final year of the grant cycle, which began on October 1, 2025. The Community & Economic Development Department seeks approval to renew four key contracts: Georgia Center for Opportunity, Impact46, ViewPoint Health, and the Program Director. These contracts will ensure the continued delivery of essential services, including workforce development, behavioral health support, student programming, and grant management oversight. ReCAST stands for Resiliency in Communities After Stress & Trauma and is a grant program awarded through the Substance Abuse & Mental Health Services Administration.

Authorization is sought for the Mayor or City Manager to execute contracts with ViewPoint Health, the Georgia Center for Opportunity, Impact46, and the Program Director, subject to approval by the City Attorney.

Attachments/Exhibits:

- ReCAST_GCO Agreement, Yr5, v1.pdf
- ReCAST_I46 Agreement, Yr5, v1.pdf
- ReCAST_VPH Agreement, Yr5, v1.pdf
- ReCAST_PD Agreement, Yr5, v1.pdf

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

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

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-05; and

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

As the Project enters its fifth and final award year;

The parties agree that:

1. **SCOPE OF SERVICES**

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

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

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

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

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Hiring Well, Doing Good Program Specialist
- Soft-skills training.
- Mentoring.
- Support outreach events with an organizational representative and with organizational materials.

2. **TIME OF PERFORMANCE**
The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

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

A. Subrecipient: Georgia Center for Opportunity

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

B. Local Government: City of Lawrenceville

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

4. **BUDGET**
The Local Government will pass through to the Subrecipient no more than $110,000 in

SAMHSA funds for eligible incurred costs and expenses for the Project according to the project budget, incorporated herein by reference.

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

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

5. **PAYMENT**

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

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

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

6. **PERFORMANCE MONITORING**

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

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

7. **GENERAL CONDITIONS**

A. <u>Independent Contractor</u>

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent

contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

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

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

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

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

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

F. Suspension or Termination

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

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

i. Accounting Standards

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

ii. Cost Principles

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

iii. Duplication of Costs

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

B. Documentation and Record Keeping

i. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

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

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

iii. Audits and Inspections

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

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will

constitute a violation of this Agreement and may result in the withholding of future payments.

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

C. Reporting

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

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

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

D. Use and Reversion of Assets

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

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

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

i. Assignability

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

ii. Conflict of Interest

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

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an

explanation to this contract.

10. **PERFORMANCE WAIVER**

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

11. **ENTIRE AGREEMENT**

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

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

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

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

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

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-05; and

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

As the Project enters its fifth and final award year;

The parties agree that:

1. **SCOPE OF SERVICES**

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

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

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

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

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Case Management/Intake Specialist/Community Engagement Coordinator
- Training and delivery of Student Community Leadership Program
- Marketing/Recruitment for Summer of Impact Businesses
- Support outreach events with an organizational representative and with organizational materials

2. **TIME OF PERFORMANCE**
The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

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

A. Subrecipient: Impact46

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

B. Local Government: City of Lawrenceville

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

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

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

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

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

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

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

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

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

7. **GENERAL CONDITIONS**

A. <u>Independent Contractor</u>
Nothing contained in this Agreement is intended to, or will be construed in any

manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless

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

C. Workers’ Compensation

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

D. Insurance and Bonding

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

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

E. Amendments

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

Government or Subrecipient from its obligations under this Agreement.

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

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

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

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

iii. Duplication of Costs
The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other

contract, subcontract, or other source.

B. Documentation and Record Keeping

i. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

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

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

iii. Audits and Inspections

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

Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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

C. Reporting

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

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

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

D. Use and Reversion of Assets

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

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

termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

i. Assignability

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

ii. Conflict of Interest

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

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. **PERFORMANCE WAIVER**

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

11. **ENTIRE AGREEMENT**

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

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

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

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND VIEWPOINT HEALTH, INC.

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

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-05; and

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

As the Project enters its fifth and final award year;

The parties agree that:

1. **SCOPE OF SERVICES**

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

Principal Tasks

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

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

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

resource allocation and expenditure expectations of the Subrecipient.

Principal Tasks

- Behavioral Health Services
- Project Evaluation and Data Collection
- Violence prevention and trauma-informed training
- Client assessment and screening; case management aftercare
- Support of outreach events with an organizational representative and with organizational materials

2. **TIME OF PERFORMANCE**
The term of this agreement shall extend from October 1, 2025, through September 29, 2026, in accordance with the ReCAST Grant Cycle.

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

A. Subrecipient: View Point Health

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

B. Local Government: City of Lawrenceville

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

4. **BUDGET**

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

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

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

5. **PAYMENT**

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

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

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

6. **PERFORMANCE MONITORING**

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

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

7. **GENERAL CONDITIONS**

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any

manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless

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

C. Workers' Compensation

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

D. Insurance and Bonding

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

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

E. Amendments

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

Government or Subrecipient from its obligations under this Agreement.

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

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

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

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

iii. Duplication of Costs
The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other

contract, subcontract, or other source.

B. Documentation and Record Keeping

i. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

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

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

iii. Audits and Inspections

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

Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

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

C. Reporting

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

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

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

D. Use and Reversion of Assets

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

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

termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

i. Assignability

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

ii. Conflict of Interest

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

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. **PERFORMANCE WAIVER**

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

11. **ENTIRE AGREEMENT**

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

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

City of Lawrenceville	View Point Health
Sign:	Sign:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

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

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

As the Local Government has applied for and received a Substance Abuse and Mental Health Services Administration (SAMHSA) award, Unique Federal Award Identification Number (FAIN) H79SM084920, to fund the Project with Federal Award Identification Number 5H79SM084920-05; and

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

As the Project enters its fifth and final award year;

The parties agree that:

1. **SCOPE OF SERVICES**

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

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

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

   Principal Tasks

- Tasks are outlined in the attached job description.

2. **TIME OF PERFORMANCE**
The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

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

A. Program Director: Impact46

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

B. Local Government: City of Lawrenceville

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

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

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

5. **PAYMENT**

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

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

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

6. **PERFORMANCE MONITORING**

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

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

7. **GENERAL CONDITIONS**

A. Independent Contractor

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

B. Hold Harmless

The Program Director will hold harmless, defend, and indemnify the Local Government from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Program Director's performance or

nonperformance of the services or subject matter called for in this Agreement.

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

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

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

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

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

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;

ii. Failure, for any reason, of the Program Director to fulfill in a timely and proper manner its obligations under this Agreement.

iii. Ineffective or improper use of funds provided under this Agreement; or

iv. Submission by the Program Director to the Local Government of reports that are incorrect or incomplete in any material respect.

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

8. **ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

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

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

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

B. Documentation and Record Keeping

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

1. Records providing a full description of each activity undertaken;

2. Records demonstrating that each activity undertaken meets the objectives of the project;

3. Records required to determine the eligibility of activities;

4. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;

5. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. Access to Records and Retention

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

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

iii. Audits and Inspections

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

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

~~The Program Director that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Program Director audits and 2 CRF 200.501. The Catalog of~~

~~Federal Domestic Assistance (CFDA) number is 14.228.~~

C. Reporting

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

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

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

D. Use and Reversion of Assets

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

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

9. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Conduct

i. Assignability
The Program Director will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due

to the Program Director from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

ii. Conflict of Interest

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

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

10. **PERFORMANCE WAIVER**

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

waiver of such right or provision.

11. **ENTIRE AGREEMENT**

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

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

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

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2026
Department:	City Clerk
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	N/A
Presented By:	Karen Pierce, City Clerk
Action Requested:	Consider the ordinance setting the time and place of the regularly scheduled meetings of the Lawrenceville City Council for 2026

Summary: The City Council is required to adopt the schedule of their regularly scheduled meeting dates each year. The attached calendar reflects the recommended meeting dates for 2026 with consideration of holidays and training dates.

Attachments/Exhibits:

- Ordinance to set meeting dates for 2026.pdf

ORDINANCE ADM-ORD-2025-

ORDINANCE SETTING TIME AND PLACE OF
REGULARLY SCHEDULED MEETINGS
OF THE LAWRENCEVILLE CITY COUNCIL FOR YEAR 2026

WHEREAS, the Council of the City of Lawrenceville desires to establish the time and place of its regular meetings for the 2026 calendar year in accordance with the requirements of Georgia Law.

NOW THEREFORE, the Council of the City of Lawrenceville hereby ordains that its regularly scheduled Council Meetings and Work Sessions will be held every month, as shown on the attached schedule. Meetings will be held in the Lawrenceville City Hall Council Chambers located at 70 S. Clayton Street, Lawrenceville, Georgia; and

IT IS FURTHER ORDAINED, that other special call meetings may be duly called as needed and properly noticed. All meetings are open to the public, and the City Council welcomes and encourages attendance at these meetings.

IT IS SO ORDAINED this 19th day of November 2025.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

LAWRENCEVILLE
GEORGIA

2026 CITY COUNCIL MEETING SCHEDULE

The City Council meets on the second Wednesday for Work Session each month at 5:00 PM and on the fourth Monday of each month at 7:00 PM for Regular Council Meetings unless otherwise specified. All meetings are held on the fourth floor of City Hall in the Council Assembly Room

City Council Work Session (2nd Wednesday)	City Council Regular Meeting (4th Monday)
01/14/2026	01/28/2026 (Wednesday)
02/11/2026	02/23/2026
03/04/2026	03/19/2026 (Thursday)
04/01/2026 (Wednesday)	04/27/2026
05/13/2026	05/27/2026 (Wednesday)
06/10/2026	06/22/2026
07/08/2026	07/27/2026
08/12/2026	08/24/2026
09/09/2026	09/28/2026
10/14/2026	10/26/2026
11/17/2026 (2:00 PM)	11/17/2026 (Tuesday)
12/16/2026 (2:00 PM)	12/16/2026 (Wednesday)

DRAFT

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Professional Services for Springlake Road at Paper Mill Road Roundabout
Department:	Engineering
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	$232,573.00
Presented By:	Reginald Anderson, Public Works Director
Action Requested:	Award Professional Services for Springlake Road at Paper Mill Road Roundabout to Kimley-Horn, amount not to exceed $232,573.00.

Summary: The City of Lawrenceville has requested transportation engineering design services to convert the intersection of Springlake Road at Paper Mill Road to a roundabout. The proposal consists of data collection and survey, concept & final designs, bidding, and construction support. The proposed roadway improvements will meet Gwinnett County, GDOT, AASHTO, and MUTCD roadway design standards.

Background: The existing intersection is a T-intersection with Paper Mill Road as both the west and south legs and Springlake Road as the east leg. Northbound traffic on Paper Mill Road has a yielding right turn lane and a stop controlled left turn lane. Eastbound Paper Mill Road has one through lane and a yielding right turn lane, while westbound Springlake Road consists of a single through lane and a left turn lane.

Attachments/Exhibits:

- LetterAgreement_Springlake Rd at Papermill Rd RAB Design_20250922.pdf

9/22/2025

Chuck Warbington, P.E.
City Manager, City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Re: Letter Agreement for Professional Services for
Springlake Road at Paper Mill Road Roundabout Design

Dear Chuck:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the City of Lawrenceville ("Client") for providing professional engineering services for a Roundabout at the intersection of Springlake Road at Paper Mill Road.

Project Understanding

The intersection of Springlake Road @ Paper Mill Road was identified by the City as an intersection to be studied for conversion to a roundabout. Kimley-Horn performed a feasibility study, dated February 3, 2025, and developed two (2) roundabout concept geometries for the subject intersection. The concept geometries are single lane roundabouts with the option to be expandable to hybrid multilane roundabouts. The City has requested Kimley-Horn provide engineering design phase services for the City's preferred roundabout concept geometry produced from the feasibility study.

The Consultant's scope of services, fee, and schedule are as follows:

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

SPRINGLAKE ROAD AT PAPER MILL ROAD

Task 1 – Data Collection, SUE QL-B, SUE QL-A and Topographic Survey

Kimley-Horn is partnering with Rochester & Associates | DCCM, who will provide topographic survey for the project area at the intersection of Springlake Road at Papermill Road and prepare the corresponding database in MicroStation ORD format. The survey database will be approximately 925-feet along Paper Mill Road at a width of approximately 200-feet and will extend approximately 650-feet down Springlake Road. The survey will be prepared by a duly registered land surveyor and complete a field review of the survey database while performing a quality control review of the deliverables for general compliance in accordance with the most current Minimum Technical Standards of Georgia Survey Law.

Survey data will consist of edge of pavement, roadway crown, curb and gutter, front and back of existing sidewalk and hardscape areas, building corners, trees with type and caliper size, driveway limits, retaining walls, existing street and business signage limits to scale, visible above ground utilities, and existing top and invert information for storm drain and sanitary sewer structures, pipe size and material as evident from structure connections and traced to outfalls.

Subsurface Utility Exploration Quality Level-B services to locate and mark traceable subsurface utilities within the survey database limits will be included. Also, up to three (3) SUE Quality Level-A test holes will be included.

Rochester and Associates will also provide exhibits for required ROW and easement and legal descriptions for each parcel requiring ROW and easements.

Task 1A – Concept Validation

Based on the information provided by the City for the proposed developments adjacent to the intersection, Kimley-Horn will revise the operational analysis performed in the feasibility study to determine if the changes in traffic volume or driveway locations warrant any changes to the concept layouts. Kimley-Horn will implement these changes and submit a revised analysis (if needed) to the city prior to the concept validation meeting.

Up to two Kimley-Horn staff members will meet with the City to review the two proposed concept alternatives developed from the feasibility study. The meeting will be used to decide which alternative to proceed to final design.

Once final geometry is determined by the City, Kimley-Horn will prepare a preliminary light pole layout for the subject intersection. Kimley-Horn will coordinate with the City to determine preferred light pole fixtures and wattage to proceed with producing a photometric design layout. The design will ensure proper illuminance is provided for pedestrians and vehicles traveling through the roundabout intersection. Lighting design and construction documentation to be completed in Task 2.

Upon receipt of the topographic survey files, Kimley-Horn will review and format the data to comply with the required specifications to comply with the design software.

Once final decisions and geometry are completed, Kimley-Horn will determine an updated engineer's opinion of probable construction cost. Representatives from Kimley-Horn will attend one (1) meeting, to review the final changes made with the City for final concurrence, before proceeding to Task 2.

Task 2 - Construction Plans, OPCC, and Specifications

This task consists of development of roadway construction plan documents for the proposed roadway improvements. Kimley-Horn will advance design and plan preparation of the roadway improvements in accordance with the GDOT Plans Preparation Guide. The construction drawings will be prepared at a scale of 1" = 20'.

The roadway construction drawings will consist of the following:

- Cover
- Index
- General Notes
- Typical Sections
- Summary of Quantities
- Construction Layout Plan

- Mainline Construction Plans
- Roadway Profiles
- Driveway Profiles (if required)
- Special Grading Plans
- Staging Plan Schematic – Options to be presented:
    - Option 1: maintain traffic onsite.
    - Option 2: utilize offsite detour.
- Drainage Area Map (if required)
- Drainage Profiles (if required)
- Cross sections (at 50' intervals)
- Utility Plans
    - Kimley-Horn will submit one (1) utility submittal to utility providers to verify their facilities and identify any needed relocations. Relocations will be designed by utility providers and incorporated into the plans as a courtesy. Any relocation agreements and permits will be the responsibility of the utility owner and the City.
- Lighting Plans & Details
    - Kimley-Horn will submit photometric plan with lighting layout, wire schedule, and details.
- Signing and Marking Plans
- Landscaping Plans (if required)
- Wall Envelopes (if required)
    - It is assumed that any walls will be standard GDOT walls. No special design walls are anticipated.

- Erosion Control BMP Location Plans
    - It is understood the improvement will have land disturbance (more than one (1) acre) and NPDES plans will be required.
    - Kimley-Horn will assist the City with preparation of the Notice of Intent (NOI)
- Preliminary Right of Way Plans – Including data tables (if required)

Kimley-Horn will develop an opinion of probable construction cost (OPCC) using GDOT pay item format and will develop a Construction Plan set for review by the City. We will address two (2) rounds of comments (90% and 100%). Georgia Department of Transportation (GDOT) and Gwinnett County construction details and standard specifications will be referenced, where applicable. Consultant will prepare special provisions or supplemental specifications for items that are not covered by the standard GDOT, current edition, or Gwinnett County specifications. All submittals are anticipated to be provided in electronic format (PDF or DGN, as appropriate). No hardcopy submittals are anticipated in this Scope of Services.

Anticipated permit approvals in this phase consist of a City of Lawrenceville Land Disturbance Permit (LDP). Additional permits, beyond those specifically described herein, will be considered Additional Services. The Consultant is not responsible for fees associated with any permits.

Task 3 – Bidding Support

Kimley-Horn will provide construction quantities for the City's bid documents. Kimley-Horn will attend one (1) Pre-Bid Meeting and assist the City in preparing responses to bidder's questions during the bidding period. Kimley-Horn will also support up to two (2) addenda during bidding. The City will prepare the contract documents based on the City's standard templates and will reference the construction plans, Georgia Department of Transportation's (GDOT) 2021 Standard Specifications, or then current version, and related GDOT Special Provisions, collectively the "Contract Documents".

Task 4 – Construction Support

Kimley-Horn will respond to three (3) reasonable and appropriate Contractor RFIs made in accordance with the Contract Documents and issue necessary clarifications and interpretations for design related elements. Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by the Contractor in accordance with the Contract Documents. Any orders authorizing variations from the Contract Documents will be made only by the City.

Kimley-Horn will attend one (1) on-site Pre-Construction Meeting conducted by the City before the start of construction. Kimley-Horn will attend up to nine (9) construction coordination meetings via Microsoft Teams. The Consultant's roadway design staff will be available during coordination meetings to answer design related questions that may arise during construction. Consultant will perform initial 7-day inspection of BMP's installed by contractor according to the approved LDP and erosion, sedimentation, and pollution control plan. This inspection is assumed to occur once, not over the course of multiple phases.

Kimley-Horn will review Shop Drawings, which the Contractor is required to submit, for general conformance with construction plans, current GDOT Standard Specifications, and maintaining agency preferences. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a Shop Drawing will not constitute a change in the Contract Documents. Kimley-Horn will add the following stamp to reviewed shop drawings with the applicable action or position indicated and return to the City:

☐ **No Exceptions Taken** ☐ **Revise and Resubmit**
☐ **Exceptions Noted** ☐ **Rejected**
☐ **For Information Only**

Our limited review is only for conformance with the design concept of the project and general compliance with the information given in the Plans and Specifications. Contractor is responsible for: dimensions to be confirmed and correlated at the job site, information that pertains to the fabrication processes or to techniques of construction, quantities, safety, coordination with other work, and for conformance to the requirements of the plans and specifications. Review does not authorize changes to the contract unless stated specifically in a separate letter or change order.

KIMLEY-HORN AND ASSOCIATES, INC.

Date_____ **By**_____

After construction is completed, Kimley-Horn will partner with Rochester DCCM to provide as-built drawings. Rochester will prepare a survey of new/updated improvements of the corridor including streets, sanitary sewer, storm sewer and above ground utilities. As-built drawings will be completed to the "Minimum Technical Standard requirements for the State of Georgia".

Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's reviews or visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the City. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Geotechnical services
- ESA Hazmat/UST studies
- Signal design
- US Army Corps of Engineers 404 Permitting
- Signal Permitting with GDOT
- Structural design
- MS4 Analysis and BMP Design
- Preparation of environmental special studies and/or NEPA/GEPA documentation
- Determination of size, depth, and pressure of water, force main, or gas mains
- Determination of size & depth for electric, phone & cable lines
- Proposed centerline staking
- Additional parcel boundary surveys
- Utility relocation design services
- CLOMR/LOMR services
- Construction Phase services including but not limited to general observation, material certification, RFI responses during construction, monthly progress meetings, and review of pay applications
- Value Engineering Services
- Public Information Open House

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to available City of Lawrenceville and Gwinnett County GIS
- Bid document preparation services
- Survey files and records of property already acquired by the City
- Traffic Impact Analysis for adjacent proposed developments

Schedule

Consultant will provide services based on the following schedule assumptions, assuming orderly progress of tasks from NTP through completion of services:

(1) NTP	Approximately October 01, 2025
(2) Data Collection	Approximately December 03, 2025
(3) Construction Plans, OPCC, & Specs	Approximately May 6, 2026

Schedule assumptions above will require extension if the assumed NTP or maximum review duration is extended.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-4 on a label fee plus expenses basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1*	Data Collection, SUE QL-B, SUE QL-A, and Topographic Survey	$32,129.00	Hourly, Not-to-Exceed
1A	Concept Validation	$18,266.00	Hourly, Not-to-Exceed
2	Construction Plans, OPCC, and Specifications	$149,700.00	Hourly, Not-to-Exceed
3	Bidding Support	$7,236.00	Hourly, Not-to-Exceed
4**	Construction Support	$25,242.00	Hourly, Not-to-Exceed
	Total	$232,573.00	
*sub consultant fee **Include $8,500 sub consultant fee for as-built drawings			

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed based on current master contract hourly rates established in our 2025 renewal. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments.

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Darren Wilton, P.E.
Project Manager

Attachments:

1. Fee Schedule

CITY OF LAWRENCEVILLE

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

MANHOUR ESTIMATE SHEET

Project: Springlake at Papermill RAB Design

No.	Task Description	Principal-in-Charge	Project Manager	Engineer, Senior	Engineer	Engineer, Associate	Technician	CADD Technician	Admin Support	Survey Crew (3 man)	SUE Crew (2 man)	TOTAL
	Task 1 - Data Collection, SUE QL-B, SUE QL-A, and Topographic Survey											
								40		150	28	218
	TOTAL Task 1	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**150**	**28**	**218**
	Task 1A - Concept Validation											
1	Revise operational analysis for adjacent proposed developments		2	5	15	25						47
2	Meeting with City (x2 pre and post)		4		4							8
3	Finalize Geometry			2	10	15						27
4	Site Visit		3		3	3						9
5	Preliminary Light Pole Layout				5	5						10
6	Updated Opinion of Probable Construction Cost			1	2	5						8
	TOTAL Task 1A		**9**	**8**	**39**	**53**	**0**	**0**	**0**	**0**	**0**	**109**
	Task 2 - Construction Plans, OPCC, and Specifications											
1	Project Management and Coordination		5	3	5				5			18
	Plan Preparation											0
2	Cover Sheet				1	2						3
3	Index				1	2						3
4	General Notes				1	2						3
5	Typical Sections				5	15						20
6	Construction Quantities				2	10						12
7	Construction Layout Plans			2	10	25						37
8	Mainline Plan Sheets			2	10	30						42
9	Mainline Profile Sheets			2	15	25						42
10	Driveway Profiles (1 driveway)				1	2						3
11	Special Grading Plans (Roundabout)				10	25						35
12	Staging Plan Schematic			5	10	30						45
13	Drainage Area Map (if required)				5	10						15
14	Storm Drainage Profiles				5	20						25
15	Mainline Earthwork Cross Sections (25' Intervals) (includes modeling)			15	40	65						120
16	Utility Plans				5	15						20
17	Lighting Plans and Details		5	20	5	30						60
18	Signing and Marking			5	15	25						45
19	Landscaping Plans (if required)			15		20						35
20	Wall Envelopes (if required)				5	20						25
21	Erosion Control Plans (NPDES Plans per GAR1000002 w/ notes, maps, and BMP sheets)			10	30	50						90
22	EPD Review		10		10	25						45
23	Preliminary Right of Way Plans				10	25						35
24	Special Provisions and Specifications (Non Structural)		15		5	10						30

MANHOUR ESTIMATE SHEET

Project: Springlake at Papermill RAB Design

No.	Task Description	Principal-in-Charge	Project Manager	Engineer, Senior	Engineer	Engineer, Associate	Technician	CADD Technician	Admin Support	Survey Crew (3 man)	SUE Crew (2 man)	TOTAL
25	QC Plans (90% Submittal)		5	15								20
26	90% Submittal Response to Comments				15	30						45
27	QC Plans (100% Submittal)		5	15								20
28	100% Submittal (Sign and Seal)				5							5
29	Opinion of Probable Construction Cost			1	2	5						8
30	Respond to City review of deliverables		5									5
	TOTAL Task 2	**0**	**50**	**110**	**228**	**518**	**0**	**0**	**5**	**0**	**0**	**911**
												0
	Task 3 Bidding Support											
1	Project Management and Coordination		1	1	1							3
2	Attend one (1) Pre-Bid Meeting		2	2	2							6
3	Respond to questions, assist City		2	4	4				2			12
4	Assist with addendum preparation (up to 2)		4	4	8							16
												0
	TOTAL Task 3	**0**	**9**	**11**	**15**	**0**	**0**	**0**	**2**	**0**	**0**	**37**
												0
	Task 4 Construction Administration											0
1	Project Management and Coordination (up to 9 monthly team meetings during construction)		9	9	9							2
2	Perform 7-day Erosion Control Site Visit and Report		8		8							16
3	Attend one (1) Pre-Construction Meeting		4		4							8
4	Respond to Bidder RFIs (up to 3)		3	3	6	6			8			26
5	Shop Drawings		2	2	4	6						14
6	As-Built Drawings							25		40		65
	TOTAL Task 4	**0**	**26**	**14**	**31**	**12**	**0**	**25**	**8**	**40**	**0**	**156**
	TOTAL MANHOURS	**0.0**	**94.0**	**143.0**	**313.0**	**583.0**	**0.0**	**65.0**	**15.0**	**190.0**	**28.0**	**1431.0**

Cost Estimate Worksheet

Project: Springlake at Papermill RAB Design

All Phases - Total Project

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Principal-in-Charge	0	$ 216.49	$0.00	
Project Manager	94	$ 211.07	$19,840.98	
Engineer, Senior	143	$ 216.49	$30,957.56	
Engineer	313	$ 184.01	$57,596.22	
Engineer, Associate	583	$ 140.72	$82,037.53	
Technician	0	$ 108.24	$0.00	
CADD Technician	65	$ 108.24	$7,035.81	
Admin Support	15	$ 97.42	$1,461.28	
Landscape Arch, Senior	0	$ 216.49	$0.00	
Landscape Arch	0	$ 184.01	$0.00	
Surveyor, Prinicipal	0	$ 135.30	$0.00	
Surveyor, Senior	0	$ 119.07	$0.00	
Surveyor, Project	0	$ 97.42	$0.00	
Survey Crew (3 man)	190	$ 146.13	$27,764.38	
SUE Crew (2 man)	28	$ 209.99	$5,879.77	
Vacuum Excav Crew	0	$ 260.87	$0.00	
Planner, Principal	0	$ 259.78	$0.00	
Planner, Senior	0	$ 216.49	$0.00	
Planner	0	$ 184.01	$0.00	
Total Direct Labor	1431			$232,573.54

Task 1 - Data Collection, SUE QL-B, SUE QL-A, and Topographic Survey

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Technician	40	$108.24	$4,329.73	
Survey Crew (3 man)	150	$ 146.13	$21,919.25	
SUE Crew (2 man)	28	$ 209.99	$5,879.77	
Total Direct Labor	218			$32,128.75

Task 1A - Concept Validation

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Principal-in-Charge	0	$216.49	$0.00	
Project Manager	9	$211.07	$1,899.67	
Engineer, Senior	8	$216.49	$1,731.89	
Engineer	39	$184.01	$7,176.53	
Engineer, Associate	53	$140.72	$7,457.96	
Technician	0	$108.24	$0.00	
CADD Technician	0	$108.24	$0.00	
Admin Support	0	$97.42	$0.00	
Landscape Arch, Senior	0	$216.49	$0.00	
Landscape Arch	0	$184.01	$0.00	
Surveyor, Prinicipal	0	$135.30	$0.00	
Surveyor, Senior	0	$119.07	$0.00	
Surveyor, Project	0	$97.42	$0.00	
Survey Crew (3 man)	0	$146.13	$0.00	
Aerial Survey	0	$0.00	$0.00	
Mobile Scanner	0	$0.00	$0.00	
SUE Crew (2 man)	0	$209.99	$0.00	
Vacuum Excav Crew	0	$260.87	$0.00	
Planner, Principal	0	$259.78	$0.00	
Planner, Senior	0	$216.49	$0.00	
Planner	0	$184.01	$0.00	
Total Direct Labor	109			$18,266.04

Task 2 - Construction Plans, OPCC, and Specifications

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Principal-in-Charge	0	$216.49	$0.00	
Project Manager	50	$211.07	$10,553.71	
Engineer, Senior	110	$216.49	$23,813.51	
Engineer	228	$184.01	$41,955.07	
Engineer, Associate	518	$140.72	$72,890.98	
Technician	0	$108.24	$0.00	
CADD Technician	0	$108.24	$0.00	
Admin Support	5	$97.42	$487.09	
Landscape Arch, Senior	0	$216.49	$0.00	
Landscape Arch	0	$184.01	$0.00	
Surveyor, Prinicipal	0	$135.30	$0.00	
Surveyor, Senior	0	$119.07	$0.00	
Surveyor, Project	0	$97.42	$0.00	
Survey Crew (3 man)	0	$146.13	$0.00	
SUE Crew (2 man)	0	$209.99	$0.00	
Vacuum Excav Crew	0	$260.87	$0.00	
Planner, Principal	0	$259.78	$0.00	
Planner, Senior	0	$216.49	$0.00	
Planner	0	$184.01	$0.00	
Total Direct Labor	911			$149,700.37

Task 3 Bidding Support

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Principal-in-Charge	0	$216.49	$0.00	
Project Manager	9	$211.07	$1,899.67	
Engineer, Senior	11	$216.49	$2,381.35	
Engineer	15	$184.01	$2,760.20	
Engineer, Associate	0	$140.72	$0.00	
Technician	0	$108.24	$0.00	
CADD Technician	0	$108.24	$0.00	
Admin Support	2	$97.42	$194.84	
Landscape Arch, Senior	0	$216.49	$0.00	
Landscape Arch	0	$184.01	$0.00	
Surveyor, Prinicipal	0	$135.30	$0.00	
Surveyor, Senior	0	$119.07	$0.00	
Surveyor, Project	0	$97.42	$0.00	
Survey Crew (3 man)	0	$146.13	$0.00	
SUE Crew (2 man)	0	$209.99	$0.00	
Vacuum Excav Crew	0	$260.87	$0.00	
Planner, Principal	0	$259.78	$0.00	
Planner, Senior	0	$216.49	$0.00	
Planner	0	$184.01	$0.00	
Total Direct Labor	37			$7,236.06

Task 4 Construction Administration

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Principal-in-Charge	0	$216.49	$0.00	
Project Manager	26	$211.07	$5,487.93	
Engineer, Senior	14	$216.49	$3,030.81	
Engineer	31	$184.01	$5,704.42	
Engineer, Associate	12	$140.72	$1,688.59	
Technician	0	$108.24	$0.00	
CADD Technician	25	$108.24	$2,706.08	
Admin Support	8	$97.42	$779.35	
Landscape Arch, Senior	0	$216.49	$0.00	
Landscape Arch	0	$184.01	$0.00	
Surveyor, Prinicipal	0	$135.30	$0.00	
Surveyor, Senior	0	$119.07	$0.00	
Surveyor, Project	0	$97.42	$0.00	
Survey Crew (3 man)	40	$146.13	$5,845.13	
SUE Crew (2 man)	0	$209.99	$0.00	
Vacuum Excav Crew	0	$260.87	$0.00	
Planner, Principal	0	$259.78	$0.00	
Planner, Senior	0	$216.49	$0.00	
Planner	0	$184.01	$0.00	
Total Direct Labor	156			$25,242.32

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Amendment to Natural Gas Ordinance – Large Volume Industrial Customers
Department:	Finance
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	N/A
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Consideration of change to natural gas ordinance for large volume industrial customers

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Summary: Lawrenceville continues to see increasing interest from large industrial users whose annual natural gas usage patterns materially differ from our traditional commercial base. To maintain competitiveness, provide appropriate rate structure clarity, protect cost recovery, and ensure the City can legally execute custom facility / service agreements when necessary, staff has prepared an ordinance amendment establishing a specific tariff class and surcharge structure for Large Volume Industrial Customers.

The attached ordinance amendment:

- defines a “Large Volume Industrial Customer” qualification threshold
- formalizes the City’s ability to require a Facilities Agreement (to recover capital costs where needed)
- updates the surcharge table to establish a dedicated LVIC surcharge rate
- clarifies special-rate authority for off-season, system-beneficial loads (subject to Council approval)

This amendment does not place additional burden on existing residential or commercial ratepayers. It provides a clear and lawful framework to:

- negotiate industrial service terms

- ensure capital cost recovery
- protect the system during peak periods
- leverage shoulder-season / off-season load to reduce transportation cost per unit

Fiscal Impact: N/A

Attachments/Exhibits:

- City of Lawrenceville Ordinance Natural Gas Large Volume.docx
- ARTICLE_IX.___NATURAL_GAS_UTILITY.docx
- Natural Gas Public Notic of Public Hearing.docx

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 38 AND SECTION 240 TO THE ESTABLISHMENT OF A NEW RATE TARIFF FOR NATURAL GAS SERVICE TO LARGE VOLUME INDUSTRIAL CUSTOMERS

The City Council of the City of Lawrenceville, Georgia hereby ordains that the Code of the City of Lawrenceville, Georgia shall be amended as follows and become effective on January 1, 2026, or after based on the City's Manager's determination; however, in no event later than July 1, 2026, unless modified by City Council:

Section 1:

That subsection 38-240(b) related to application is hereby amended by adding the following:

(5) A Large Volume Industrial Customer meets the minimum average annual usage threshold of 250 MCF/day, will receive interruptible service; and, if additional facilities are required to serve said Customer, the City may require the Customer to execute a Natural Gas Facilities Agreement and pay all related costs.

Section 2:

That subsection 38-240(c)(2) related to surcharges is hereby amended by deleting subsection (c)(2) in its entirety and replacing the language to read as follows:

(2) Surcharge. In addition to the cost calculated pursuant to subsection (1) above, an additional surcharge shall be charged to each customer for each MCF used. This surcharge is the cost charged by the City for providing the services from the point of delivery of the units to the city on the transportation system to the customers residential or commercial site for utilization. This rate is subject to modification after a public hearing before the City Council, which meeting shall be properly advertised for the purpose of notification of gas customers. The surcharge is effective on July 1 of each year and shall be:

	2025	2026	2027
Residential and commercial	$4.20	$4.35	$4.50
Large volume industrial customers	$3.33	$3.33	$3.33

Section 3:

That subsection 38-240(c)(4) related to surcharges is hereby amended by deleting subsection (c)(4) in its entirety and replacing the language to read as follows:

(4) *Special rates.*

a. The City Manager is authorized to enter into specific contracts with customers for gas rates that differ from subsections (1), (2) and (3) above in the event the customer can demonstrate that they utilize a large quantity of natural gas during off-season periods when demand is lower and the utilization of the natural gas assists the City in covering the cost of transportation. This special rate procedure shall only be authorized after a written agreement is submitted to the City Council for review and approval.

Section 4:

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

Section 5:

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

Section 6:

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

IT IS SO ORDAINED this 19th day of November, 2025.

_____
David R. Still, Mayor

Attest:

_____
Karen Pierce, City Clerk

ARTICLE IX. NATURAL GAS UTILITY

Sec. 38-240. Natural gas ordinance.

(a) *Purpose.* The purpose of this article is to insure the safe, reliable and efficient distribution of natural gas to the natural gas customers of the City.

(b) *Application.*

(1) For projects to be constructed inside the City limits, the application shall cross reference the plats filed in the City Planning and Development Department.

(2) For projects to be constructed outside the City limits, the contractor or developer shall submit a final plat to the Gas Department showing the lot numbers and addresses of the lots in the subdivision.

(3) The Gas Department shall review the application, the plats, and approve the application. An approved City Official shall sign any contracts.

(4) Should the Gas Department refuse to approve an application, the contractor or developer may appeal to the City Council for review of the Department's decision. The appeal must be submitted in writing to the City Clerk within ten days of the Department's decision.

(5) A Large Volume Industrial Customer meets the minimum average annual usage threshold of 250 MCF/day, will receive interruptible service; and, if additional facilities are required to serve said Customer, the City may require the Customer to execute a Natural Gas Facilities Agreement and pay all related costs.

(c) *Rates.*

(1) *Base consumption rate.* The base consumption rate for natural gas charges to all customers shall be the actual cost of gas per unit paid by the City. The rate per unit is calculated by the Municipal Gas Authority of Georgia and submitted to the City in the form of an invoice for all natural gas units consumed by the City natural gas system. The invoice of the Municipal Gas Authority of Georgia shall include all costs of transportation, regulatory fees and all charges for the units of natural gas consumed. The calculation shall be reduced to a unit measure of 1,000 cubic feet ("MCF").

(2) *Surcharge.* In addition to the cost calculated pursuant to subsection (1) above, an additional surcharge shall be charged to each customer for each MCF used. This surcharge is the cost charged by the City for providing the services from the point of delivery of the units to the city on the transportation system to the customers residential or commercial site for utilization. This rate is subject to modification after a public hearing before the City Council, which meeting shall be properly advertised for the purpose of notification of gas customers. The surcharge is effective on July 1 of each year and shall be:

	2025	2026	2027
Residential and commercial	$4.20	$4.35	$4.50
Large volume industrial customers	$3.33	$3.33	$3.33

~~(2) *Surcharge.* In addition to the cost calculated pursuant to subsection (1) above, an additional surcharge shall be charged to each customer for each MCF used. This surcharge is the cost charged by the City for providing the services from the point of delivery of the units to the city on the transportation system to the customers residential or commercial site for utilization. This rate is subject to modification after a~~

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~~public hearing before the City Council, which meeting shall be properly advertised for the purpose of notification of gas customers. The surcharge is effective on July 1 of each year and shall be:~~

	~~2025~~	~~2026~~	~~2027~~
~~Residential and commercial~~	~~$4.20~~	~~$4.35~~	~~$4.50~~

(3) *Base charge.* In addition to the costs in subsection (2) above an additional monthly base fee for residential [and] commercial customers will be charged per meter per month. The rates are as follows and shall be effective on July 1 of each year:

	2025	2026	2027
Residential	$28.00	$30.00	$32.00
Dual fuel additional charge	$10.00	$10.00	$10.00
Small commercial	$34.00	$36.00	$38.00
Large commercial 1.5M	$45.00	$47.50	$50.00
Large commercial 2.0M	$50.00	$55.00	$60.00
Large commercial 3.0M	$55.00	$60.00	$65.00
Large commercial 5.0M	$75.00	$80.00	$85.00
Large commercial 7.0M	$80.00	$85.00	$90.00
Large commercial 11.0M	$100.00	$105.00	$110.00
Large commercial 16.0M	$215.00	$220.00	$225.00
Large commercial 23.0M	$250.00	$260.00	$275.00

(4) *Special rates.*

a. The City Manager is authorized to enter into specific contracts with customers for gas rates that differ from subsections (1), (2) and (3) above in the event the customer can demonstrate that they utilize a large quantity of natural gas during off-season periods when demand is lower and the utilization of the natural gas assists the City in covering the cost of transportation. This special rate procedure shall only be authorized after a written agreement is submitted to the City Council for review and approval.

~~(4) *Special rates.*~~

~~a. The City Manager is authorized to enter into specific contracts with customers for gas rates that differ from subsections (1), (2) and (3) above in the event the customer can demonstrate that they utilize a large quantity of natural gas during off-season periods when demand is lower and the utilization of the natural gas assists the City in covering the cost of transportation. In addition, the City Manager shall be authorized to enter into contracts with large volume customers at preferred rates. This special rate procedure shall only be authorized after a written agreement is submitted to the City Council for review and approval.~~

~~b. As of the adoption of this article, the City has a special rate for Publix Distribution Center facility, Ricoh and the Gwinnett County Hospital System. Contracts with these three specialized users are hereby approved consistent with the contracts that have already been reviewed by the City Council. Specialized contracts for specialized rates must be reduced to writing and be available for review at the City Clerk's Office.~~

(5) *Permit fee.* If the Gas Department approves the application, it shall notify the contractor or developer in writing. The Gas Department shall also assess a permit fee based on the number of linear feet of

pipe needed for construction of the pipeline. The Gas Department shall set and publish permitting fees based on linear feet of pipe and shall be the exclusive agent for installing and supplying pipe. Upon payment of the permitting fee, the City shall install the pipe and connect it to the City's system. This permit fee may be waived by the Department Director of the Gas Department provided the contractor or developer installs sufficient natural gas appliances to qualify for the City's Marketing Program.

(6) *Inspection.* The City Gas Department is authorized to inspect and access all gas lines and meters at any time.

(7) *Minimum monthly charge.* The minimum monthly charge will be the Base Service Charge.

(8) *Senior discount.* Persons aged 65 years of age or older may request a discount. To qualify for the discount the customer must:

a. Have a total household income at or below 150 percent of the current year's federal poverty guidelines.

b. Have a residential City gas account for a primary residence in the customer's name.

c. Have gas service from a single meter that is installed for individual use.

d. Complete a senior/low-income discount application form.

(d) *Terms of payment.* If the account is not paid by the due date, a late fee in the amount specified in this Code will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in this Code.

(Ord. No. 2025-6, § 4, 4-23-2025)

Public Notice

At the Lawrenceville City Council meeting on November 19, 2025, at 7pm a public hearing will be held to consider an ordinance to modify rates charged to Lawrenceville Natural Gas utility customers. The meeting will be held at the Lawrenceville City Hall at 70 S. Clayton St., Lawrenceville, GA 30046 in the Council Chambers.

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Lawrenceville Arts Center Audio Visual System for Conference Rooms
Department:	Information Technology
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	$155,035.76
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Approval to award the Lawrenceville Arts Center Audio Visual System for Conference Rooms project to Solutionz, Inc. under Georgia Statewide Contract #99999-SPD-SPD0000210-0016, in an amount not to exceed $155,035.76, and to authorize the Mayor to execute any necessary agreements with Solutionz, Inc., pending the City Attorney's review and approval.

Summary: Approval of a contract award to Solutionz, Inc. for design, installation, programming, and commissioning of a new Audio Visual System for the Lawrenceville Arts Center's divisible conference rooms (Rooms 101 and 102). The project will create a modern, easy-to-use environment for City staff and external clients to conduct meetings, events, and presentations with reliable audio and video capabilities in both combined and separated room configurations.

Background: The Lawrenceville Arts Center requires a professional-grade AV system that supports presentations, videoconferencing, and hybrid meetings. The two adjacent conference rooms can function independently or as a single large meeting space. Each room will feature wall-mounted LED displays (136" and 110"), in-ceiling speakers, wireless microphones, ceiling array microphones for audience capture, HD cameras for Zoom/Teams, and on-wall touch controllers for system management.

Solutionz, Inc. was selected through the State of Georgia's cooperative purchasing contract to ensure competitive pricing and compliance with procurement requirements.

The proposed system prioritizes simplicity, flexibility, and reliability, ensuring both City staff and public users can easily operate the equipment without technical assistance. The system's design also maintains the room's architectural appeal while integrating the latest in Crestron, LG, Biamp, Shure, and Sennheiser technologies.

Solutionz will provide on-site training, quick reference materials, and a 12-month integrated support plan that includes 24/7 remote technical assistance, unlimited on-site service for issues, and expedited replacement of failed hardware.

Purpose
To implement a fully integrated, user-friendly AV system that enhances functionality, supports virtual and hybrid meetings, and ensures the City's premier Arts Center is equipped for professional presentations and public events.

Project Work Scope
The awarded contract covers design, engineering, project management, installation, programming, testing, commissioning, and as-built documentation. Equipment includes:

- 136" and 110" LG LED displays
- Crestron network AV system with in-room touch controllers
- Shure ceiling array microphones and Sennheiser wireless systems
- Biamp Tesira digital signal processing
- Full integration for both independent and combined room modes

Solutionz will also provide training for staff and one year of on-site and remote support coverage.

Procurement Method
This purchase is being made under the Georgia Statewide Contract #99999-SPD-SPD0000210-0016, which satisfies competitive bidding requirements and provides pre-negotiated pricing and terms for audiovisual systems and services.

Conclusion
Awarding this contract ensures the City's conference facilities at the Lawrenceville Arts Center are equipped with a reliable, modern audiovisual system that supports the City's operational and community engagement needs.

Fiscal Impact: The total cost for design, equipment, installation, and support is $155,035.76.

Attachments/Exhibits:

- 2505125 City of Lawrenceville LAC AV R1.pdf

SOLUTIONZ

4357 Park Drive, Suite E
Norcross, GA 30093
Phone: 888.815.6128
Help Desk: 888.815.0322
www.solutionzinc.com

Proposal

LAC

Estimate Number: 064301
Project Number: 2505125

Prepared for:

City of Lawrenceville
Jasmine Jackson
Jasmine.Billings@LawrencevilleGa.org

70 South Clayton Street
Lawrencevillve, GA 30046 US

Prepared by:
Steve Curry
678.462.6937
scurry@solutionzinc.com

11/6/2025

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Solutionz.com

SOLUTIONZ

Dear Valued Customer,

Thank you for trusting Solutionz with your project. Our goal is to deliver top-notch, innovative solutions tailored to your needs. We know that the current economic climate, with ongoing tariff changes and market fluctuations, creates uncertainty. We truly understand how pricing changes can be challenging.

That said, these shifts affect us all financially. To ensure fairness and clarity, our proposals include the following terms:

- **Price Adjustments:** If product costs change before we place orders with our suppliers, Solutionz reserves the right to update our pricing to you in a corresponding manner.
- **Stored Goods:** While our goal is to order your equipment in an appropriate time to meet your project's needs, the current economic climate may force us jointly to order your product early to avoid price increases. If Solutionz, with your consent, makes product purchases early to preserve pricing, we will ask that you take title to and pay for the product at the time of purchase. Solutionz will store the product in our warehouse for a reasonable period without charge. Should Solutionz hold your product in our warehouses for an extended period prior to deployment, Solutionz may be forced to charge a storage fee or ask you to take delivery. If this occurs, we will notify you immediately.
- **Open Communication:** We are committed to keeping you informed about any significant changes that might impact your project's pricing.

We appreciate your understanding as we navigate these shared challenges. Please feel free to reach out with any questions or concerns. We look forward to a successful partnership.

Sincerely,

Bill Warnick

Bill Warnick, Chief Executive Officer

System Functionality and Client Scope Overview

The City of Lawrenceville Arts Center requires a reliable and user-friendly AV environment in the new space, with features that can be used by staff and external clients to host events and meetings in the new divisible conference room.

This summary explains the essential equipment being installed and programmed, and the critical aspects of the functionality.

Environment

The subject room is a large and appealing space that can be configured to be used as one room, with the divisible wall open, or as two separate rooms, with the divisible wall closed.

The AV system will support meetings and events in both spaces in separate mode, as well as in the combined mode, with identical features available to the users for either configuration

The rooms are numbered as 101 and 102 in the plans, with 101 being slightly larger than 102. Each room will have significant architectural features. The AV system will not hinder those architectural features or detract from the visual appeal of the spaces.

Simplicity and ease of use have been the key design goals here, knowing that both the City and Clients will need to be able to use the system with minimal understanding of technical devices.

Overview

Each room will be equipped with LED displays to match the size of the room. Room 101 requires a 136” Direct View LED panel, while Room102 requires a smaller 110” LED panel.

Each room, (101 and 102) will also be equipped with:

- In-ceiling recessed full spectrum speakers
- Wireless systems for presentations and videoconferencing hosted by the user’s laptops
- Wireless (hand held and body pack) microphones for in-room presentations
- Dual HD cameras for hosting Zoom/Teams sessions from the user’s laptops
- An in-ceiling microphone array to capture the audience during Zoom/Teams sessions
- An on-wall 10” LCD touch controller to manage the functions of the room
- An in-wall plate to allow for wired connections from the user’s laptops

User Scenarios

Users will come to the room, start the system by touching either control panel (101 or 102) and begin.

They will be asked if they are going to use the room(s) in a combine mode or separately.

They will then be asked if they are going to be simply present content in the room or if they will be using the videoconferencing system.

Depending on their selections, they will be provided with simple step by step instructions on how to use the system.

These instructional steps will be designed by Solutionz with the active participation of the City's team, assuring that the controls and features match the environment and the City's expectations.

Support

Solutionz will provide extensive training by our adoption team after the system is installed.

Solutionz will also develop and deliver a quick reference guide specifically designed for this installation.

Following the training, Solutionz will provide the following for one full year:

- 24/7/365 remote tech support and troubleshooting via email, phone or video.
- Remote support with end user training questions.
- Unlimited on-site tech support in response to trouble tickets once remote troubleshooting reveals what's needed.
- Prioritized scheduling of our dedicated National Field Technicians
- Expedited advance parts replacements in case of hardware failure.
- Programming updates to preserve the original functionality.
- Dedicated Customer Success Manager to ensure we not only meet/exceed expectations.

Initials: _____ By initaling here, the customer confirms they have read and understand the Client Scope Overview.

Summary

Location	Equipment	Professional Services	Location Total
GA State Contract	$0.00	$0.00	$0.00
Displays	$47,149.24	$0.00	$47,149.24
Shared Display Components	$2,363.30	$0.00	$2,363.30
Room 101	$12,033.97	$0.00	$12,033.97
Room 102	$12,033.97	$0.00	$12,033.97
AV Closet	$26,627.25	$0.00	$26,627.25
Services	$0.00	$53,918.03	$53,918.03
Shipping/Delivery	$910.00	$0.00	$910.00
Location Sub Total:			$155,035.76

Please Note: Sales tax is not included in the amounts listed on this summary page.

Bill of Materials

GA State Contract

Qty.	Item	Description	Unit Price	Ext. Price
1	Solutionz GA State Contract 2023	GA STATEWIDE CONTRACT # 99999-SPD-SPD0000210-0016 2023 - Georgia State Contract (SPD0000210) Summit Solutionz, Inc (dba Solutionz, Inc.)	$0.00	$0.00
GA State Contract Total				**$0.00**

Displays

Qty.	Item	Description	Unit Price	Ext. Price
1	LG 110UM5K-B	110'' UHD Signage Display with webOS 6.0, Pro:Idiom, Supports Crestron Connected, Cisco Certified, SuperSign Compatible	$17,397.50	$17,397.50
1	LG LG LAPA136-GF.AUSQ	LG, LAPA DVLED 136'' P1.56 1920x1080 All In One (AIO)	$29,640.00	$29,640.00
1	LG WM-L1560S	Wall Mount For 110UM5K-B	$111.74	$111.74
Displays Total				**$47,149.24**

Shared Display Components

Qty.	Item	Description	Unit Price	Ext. Price
2	Arlington LV1	Low Voltage Mounting Bracket	$2.69	$5.38
2	Crestron DM-NVX-D200	DM NVX® 4K60 4:2:0 Network AV Decoder with Scaler	$750.00	$1,500.00
2	DataComm 45-0018-UHW	DataComm, 1-Gang Brush Wall Plate, Ultra White	$5.86	$11.72
2	Liberty AV HALO-HC01MBP	Halo 18G HDMI Cable Cl2 Black, 1.0M	$423.10	$846.20
Shared Display Components Total				**$2,363.30**

Bill of Materials

Room 101

Qty.	Item	Description	Unit Price	Ext. Price
4	Arlington LV1	Low Voltage Mounting Bracket	$2.69	$10.76
2	Arlington LV2	Low Voltage Mounting Bracket	$4.05	$8.10
2	AVer COM520PR3	Professional USB 3.1 Conferencing Camera for Mid-to-Large Rooms	$1,336.94	$2,673.88
2	AVer COMVCMNT6	[Included Accessory] - CAM520 PRO Wall Mount - COMVCMNT6		
1	C2G CG28102	2m USB 2.0 A/B CBL BLK	$6.24	$6.24
1	C2G CG28833	10ft USB MALE C TO A MALE 3.2 GEN 1 3A	$19.99	$19.99
1	Crestron DM-NVX-E20-2G-W-T	DM NVX® 4K60 4:2:0 Network AV Encoder, Wall Plate, White Textured	$750.00	$750.00
2	Crestron HD-RXC-4KZ-101	DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	$268.75	$537.50
2	Crestron HD-TXC-4KZ-101-1G-W	DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	$306.25	$612.50
6	Crestron SAROS IC6T-W-T-EACH+	Saros® 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$158.75	$952.50
1	Crestron TSW-1070-W-S	10.1 in. Wall Mount Touch Screen, White Smooth	$1,906.25	$1,906.25
1	Liberty AV DL-ADR	Universal HDMI Adapter Ring Complete Assembly with 5 Cable Adapter	$134.00	$134.00
2	Liberty AV HALO-HC00.3M	HALO 18G HDMI CBL AWM BLK 0.3M	$13.78	$27.56
2	Liberty AV HALO-HC02M	HALO 18G HDMI CBL AWM BLK 2.0M	$17.18	$34.36
1	Liberty AV HALO-HC03MBP	Halo 18G HDMI Cable Cl2 Black, 3.0M	$209.13	$209.13
1	Liberty AV INT-USB2-50C	USB 2.0 EXTENDER CLIENT BOX	$68.43	$68.43
1	Liberty AV INT-USB2-50HWP	USB 2.0 EXTENDER HOST WP	$99.11	$99.11
2	Liberty AV UWGS0000-WH	Economy Structured Solution Bulk Wire Plate with Reversible Nose In Single Gang format	$1.58	$3.16
1	Shure A900-S-GM	Gripple Suspension Mount Kit for MXA910 or MXA920-S	$51.06	$51.06
1	Shure MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	$3,929.44	$3,929.44
Room 101 Total				**$12,033.97**

Bill of Materials

Room 102

Qty.	Item	Description	Unit Price	Ext. Price
4	Arlington LV1	Low Voltage Mounting Bracket	$2.69	$10.76
2	Arlington LV2	Low Voltage Mounting Bracket	$4.05	$8.10
2	AVer COM520PR3	Professional USB 3.1 Conferencing Camera for Mid-to-Large Rooms	$1,336.94	$2,673.88
2	AVer COMVCMNT6	[Included Accessory] - CAM520 PRO Wall Mount - COMVCMNT6		
1	C2G CG28102	2m USB 2.0 A/B CBL BLK	$6.24	$6.24
1	C2G CG28833	10ft USB MALE C TO A MALE 3.2 GEN 1 3A	$19.99	$19.99
1	Crestron DM-NVX-E20-2G-W-T	DM NVX® 4K60 4:2:0 Network AV Encoder, Wall Plate, White Textured	$750.00	$750.00
2	Crestron HD-RXC-4KZ-101	DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	$268.75	$537.50
2	Crestron HD-TXC-4KZ-101-1G-W	DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	$306.25	$612.50
6	Crestron SAROS IC6T-W-T-EACH+	Saros® 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	$158.75	$952.50
1	Crestron TSW-1070-W-S	10.1 in. Wall Mount Touch Screen, White Smooth	$1,906.25	$1,906.25
1	Liberty AV DL-ADR	Universal HDMI Adapter Ring Complete Assembly with 5 Cable Adapter	$134.00	$134.00
2	Liberty AV HALO-HC00.3M	HALO 18G HDMI CBL AWM BLK 0.3M	$13.78	$27.56
2	Liberty AV HALO-HC02M	HALO 18G HDMI CBL AWM BLK 2.0M	$17.18	$34.36
1	Liberty AV HALO-HC03MBP	Halo 18G HDMI Cable Cl2 Black, 3.0M	$209.13	$209.13
1	Liberty AV INT-USB2-50C	USB 2.0 EXTENDER CLIENT BOX	$68.43	$68.43
1	Liberty AV INT-USB2-50HWP	USB 2.0 EXTENDER HOST WP	$99.11	$99.11
2	Liberty AV UWGS0000-WH	Economy Structured Solution Bulk Wire Plate with Reversible Nose In Single Gang format	$1.58	$3.16
1	Shure A900-S-GM	Gripple Suspension Mount Kit for MXA910 or MXA920-S	$51.06	$51.06
1	Shure MXA920W-S	Ceiling Array Microphone, Square, White, 24 inch	$3,929.44	$3,929.44
Room 102 Total				**$12,033.97**

Bill of Materials

AV Closet

Qty.	Item	Description	Unit Price	Ext. Price
2	Biamp Tesira EX-USB	PoE AVB/USB expander	$487.50	$975.00
1	Biamp TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	$1,238.75	$1,238.75
1	Biamp TesiraFORTE AVB AI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and 128 x 128 channels of AVB	$2,270.00	$2,270.00
2	C2G CG28102	2m USB 2.0 A/B CBL BLK	$6.24	$12.48
2	C2G CG28106	2m USB 2.0 A MALE/A MALE CBL BLK	$4.99	$9.98
2	C2G CG54174	2m USB 3.0 AM-BM CBL BLK	$8.58	$17.16
2	Crestron AM3-212 KIT	AirMedia® Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Adaptors, and Cradle	$2,581.25	$5,162.50
2	Crestron AMP-X300	X-Series Amplifier, 300 W	$550.00	$1,100.00
2	Crestron DM-NVX-E20	DM NVX® 4K60 4:2:0 Network AV Encoder	$618.75	$1,237.50
1	Crestron HD-MD4X2-4KZ-E	4x2 4K60 4:4:4 HDR AV Switcher	$847.50	$847.50
1	Crestron RMC4	4-Series™ Control System	$687.50	$687.50
1	Extron 60-954-02	SW4 USB PLUS	$762.50	$762.50
2	Leviton 10063672	LANmark-6 FTP Plenum Black	$7.50	$15.00
1	Liberty AV 16-2C-P-BLK	Black Commercial Grade General Purpose 16 AWG 2 Conductor Plenum Cable	$314.49	$314.49
1	Liberty AV 22-2C-PSH-BLK	Black Audio and Control 22 AWG 1 pair Shielded Plenum	$163.19	$163.19
4	Liberty AV HALO-HC02M	HALO 18G HDMI CBL AWM BLK 2.0M	$17.18	$68.72
2	Magewell 32060	One channel high definition USB capture device, generation 2	$298.75	$597.50
1	Middle Atlantic D3	3SP ANODIZED DRAWER	$306.00	$306.00
1	Middle Atlantic DWR-RR16	16SP REAR RL KIT DWR/EWR	$51.40	$51.40
2	Middle Atlantic EB1	1SP FLANGED ECONO BLANK	$10.99	$21.98
1	Middle Atlantic EWR-16-17SD	16SP/17D ECONO WLRK,BK,DR	$672.74	$672.74
1	Middle Atlantic LBP-1A	10 PACK L LACER BAR	$40.43	$40.43
1	Middle Atlantic PD-815SC-NS	SLIM PWR STRIP,8 OUTLET,1	$120.70	$120.70
1	Middle Atlantic PDX-915R-SP	15A 9 OUT SERIES SURGE W/CTRL	$582.08	$582.08
1	Middle Atlantic UFA-8-4	1SP UNIV FA SHLF 8"D,4PK	$161.13	$161.13
1	Middle Atlantic UTR1	1SP UNIVERSAL HALF-RACK T	$37.55	$37.55
2	Middle Atlantic VT1	1SP PERFORATED VENT PANEL	$17.91	$35.82
1	Netgear GSM4230P-100NAS	24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch (Americas)	$1,534.49	$1,534.49
4	Neutrik NC3FXX	3 pole female cable connector with Nickel housing and silver contact	$3.79	$15.16
1	RF Venue D-ARCDISTRO4	Diversity Architectural Antenna DISTRO4 Pack	$1,320.00	$1,320.00
4	Sennheiser 508860	Rechargeable battery pack for EW-D SK and EW-D SKM-S, lithium ion	$45.00	$180.00
2	Sennheiser 508861	Charger for BA 70, 2 charging slots, cascadable. Includes (1) NT 5-20 UCW power supply	$54.00	$108.00
2	Sennheiser 509328	Digital wireless lavalier/handheld set. Includes (1) EW-DX EM 2 receiver, (1) SKM-S handheld transmitter, (1) EW-DK SK bodypack transmitter, (1) MKE 2 lavalier, (1) MMD 835 capsule and (2) BA 70 batteries, frequency range: Q1-9 (470.2 - 550 MHz)	$2,295.00	$4,590.00
50	Sentinel 111S08080091C34	Category 6 Shielded 8P8C RJ45 Plug Bag	$2.40	$120.00
1	Solutionz Misc-Cable		$1,250.00	$1,250.00
AV Closet Total				**$26,627.25**

Bill of Materials

Services

Qty.	Item	Description	Unit Price	Ext. Price
1	Solutionz Professional Services	Engineering, Project Management, Test Lab Build, Installation, Programming, Commissioning, Testing, and As-Built CAD Drawings & Documentation	$45,488.00	$45,488.00
1	Solutionz Train-Custom-OS	On-site training delivered to end-users with hands on exercises to increase adoption, proficiency, and ease of use. This program is designed based on the technology in the room. (10 participant limit)	$2,380.00	$2,380.00
1	SS-IS-Preferred-12	Our Preferred Integrated Support plan provides all the support you need. Both remote and onsite support along with the reassurance of knowing your equipment failures are covered by Solutionz. Below is a description of your support which is a 12-month term. Provides 24/7/365 remote tech support and troubleshooting via email, phone or video. Remote support with end user training questions. Unlimited onsite tech support in response to trouble tickets once remote troubleshooting reveals what's needed. Prioritized scheduling of our dedicated National Field Technicians - and if needed, our PSNI Global Alliance. Expedited advance parts replacements in case of hardware failure. Programming updates to preserve the original functionality. Dedicated Customer Success Manager to ensure we not only meet but exceed expectations. Once your project is complete, our Support Coordinators, Technical Helpdesk and Customer Success Managers stand ready to deliver a quick response from talented people who care about you!	$6,050.03	$6,050.03
Services Total				**$53,918.03**

Shipping/Delivery

Qty.	Item	Description	Unit Price	Ext. Price
1	Solutionz S&H-S		$910.00	$910.00
Shipping/Delivery Total				**$910.00**

Proposal Overview and Terms

Equipment:	$101,117.73
Professional Services	$53,918.03

Grand Total **$155,035.76**

1. This contract is controlled by Georgia State Contract 99999-SPD-SPD0000210-0016. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be in conflict with the terms and conditions in SWC 99999-SPD-SPD0000210-0016, the Georgia state contract terms prevail and control.

2. ALL SALES ARE FINAL. Any subsequent design changes at the direction of the customer must be agreed upon in writing.

3. PAYMENT TERMS: Invoices are due and payable within 30 days of the invoice date (i.e. Net 30).

4. INVOICING TERMS: Refer to the Payment Schedule on the final page for Invoicing Terms

5. AGREEMENT: The prices and terms on this Estimate are not subject to verbal changes, verbal approvals or other verbal agreements. Any changes to prices, terms and conditions must be agreed upon in writing by both parties. Prices are based on market conditions existing on the date of this Estimate and Solutionz, Inc. may revise this Estimate as conditions change prior to final acceptance.

6. LABOR: All labor hours are based on regular working hours, Monday through Friday, 8:00AM-5:00PM. Any work outside of these hours will result in additional charges unless otherwise specified in the Estimate. In addition, all labor hours are based on continuous unrestricted access to the jobsite and facility where the work is to take place. Any access restrictions, interruptions, work stoppages or rescheduling of work not directly caused by, Solutionz, Inc. will result in additional labor charges.

7. SALES TAX: Customer tax status may vary, therefore, all Solutionz, Inc. pricing is agreed to on a pre-tax basis. Taxes on Solutionz, Inc. Estimates are estimated as well. The actual amount and/or corrected amount of taxes are the customer's sole responsibility regardless of how taxes were presented in the signed Estimate. Any and all applicable taxes (e.g., Sales Tax, Use Tax, Value Added Tax) will be added to customer invoices pursuant to local laws.

8. FREIGHT, TAXES & TARIFFS: All freight is FOB Origin unless specified otherwise. Some items may drop ship directly to jobsite from the manufacturer. Unless specifically identified in a line item of this Estimate, import tariffs or other international shipping and freight charges are the customer's responsibility and are not included in this Estimate.

Initials: _____ By initaling here, the customer confirms they have read and understand the Proposal Terms.

Project Responsibilities and Exceptions

In Solutionz Scope	Out of Scope	Task
		PROJECT DOCUMENTATION
X		System One-Line Drawings and Rack Elevations
X		Floor Plan, RCP and Elevations Drawings
X		Equipment Data Sheets
X		Equipment Owner/Operator Manuals
X		Device IP and Frequency Schedules
		INSTALLATION TASKS
X		Off-Site Rack Fabrication and Pre-Staging
X		Provide Low Voltage Wire, Cable & Connections
X		On-Site Installation of AV Equipment
X		System Setup, Testing and Commissioning
X		Control System Programming
X		Customer Training
		OWNER FURNISHED EQUIPMENT
	X	De-Installation of Existing Equipment
	X	E-Waste Recycling of Existing Equipment
	X	Verification and/or Documentation of Owner-Furnished Equipment
	X	Storage of Owner Furnished Equipment
	X	Client Specific Inventory Tagging
	X	Provisioning of Computer/Codecs/VoIP Systems
		NETWORKING
	X	Data Cabling to Owner's Network
	X	Owner's Network Configuration
		OTHER TRADES
	X	Coordination with Other Trades ("Work by Others")
	X	General Construction & Millwork
	X	Drywall, Ceiling Grid & Finish Work
	X	In-ceiling Structural Support for Projectors
	X	In-wall Structural Support for Displays
	X	Vibration Isolation
	X	110/220V Panels, Breakers, Recep, etc.
	X	Conduit, Wire tray, Raceway & Junction Boxes
	X	Fireproofing
	X	Supply Floor Boxes
	X	Install Floor Boxes
	X	Required Aerial Lifts and/or Scaffolding
SITE ACCESS EXPECTATIONS		
Free On-Site Parking Permissions and Passes		
Truck Height Dock Access		
On-Site Trash Disposal (Dumpster Provided by Others)		

Initials: _____ By initaling here, the customer confirms they have read and understand the Project Responsibilities.

Payment Schedule and Agreement

Payment Schedule	Amount
Total	$155,035.76

NOTICE TO CUSTOMER

By signing below or incorporating this Estimate (or referencing the Estimate number) into a contract or purchase order, the Customer acknowledges receipt of and agrees to comply with all terms outlined herein, as well as Solutionz's Terms & Conditions provided within. This Estimate, including any associated drawings, specifications, and designs, is the proprietary property of Solutionz and is intended solely for the Customer to whom it is addressed. It shall not be duplicated, shared, or used for any purpose other than evaluating this proposal. This Estimate is valid for 14 days from the date of issuance.

I certify that I am authorized to sign this agreement on behalf of the company named below.

I understand that ALL SALES ARE FINAL.

Client Signature: _____

Signer's Name: _____

Date: _____

Solutionz, Inc. Steve Curry 6-Nov-25

To help us better manage your account, please provide the following information:

Accounts Payable Contact:

Name:

Email:

Phone:

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Intergovernmental Agreement (IGA) with the City of Mulberry to Address SB 139 Legislative Annexation of City of Lawrenceville Parcel R5179-296
Department:	City Administration
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of the Intergovernmental Agreement (IGA) with the City of Mulberry to address SB 139 Legislative Annexation of City of Lawrenceville Parcel R5179-296

Summary: In the 2025 Georgia Legislative Session, SB 139 annexed multiple unincorporated Gwinnett County properties into the City of Mulberry. Parcel R5179-296, currently in the City of Lawrenceville, was incorrectly listed in the parcels to be annexed. This IGA addresses the following:

1. Both Cities jointly agree to request the Georgia General Assembly to adopt legislation during the 2026 session to confirm that the above named parcel is not part of the City of Mulberry and will remain within the boundaries of the City of Lawrenceville.
2. Until this is corrected by the Legislature, both Cities agree that the City of Lawrenceville will provide normal City services to this parcel.
3. Both Cities agree that the City of Lawrenceville shall be entitled to charge and receive fees and taxes for this parcel.

Attachments/Exhibits:

- Mulberry IGA.docx

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the _____ day of _____, 2025, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia ("Lawrenceville"), and the CITY OF MULBERRY, GEORGIA, a Georgia municipal corporation in the State of Georgia ("Mulberry").

W I T N E S S E T H:

WHEREAS, the Georgia General Assembly adopted Senate Bill 139 on March 13, 2025, and

WHEREAS, the Governor of Georgia signed Senate Bill 139 on May 14, 2025, and the legislation became effective on that date; and

WHEREAS, Senate Bill 139 added certain properties to the corporate boundaries of Mulberry; and

WHEREAS, Senate Bill 139 contained a typographical error in line 290 of the legislation that incorrectly identified a parcel of property by reference to a Deed Book and page number of the Gwinnett County deed records; and

WHEREAS, the typographical error incorrectly identified a parcel of land known as Gwinnett County Tax parcel R5179-296 which property is located within the geographic boundaries of Lawrenceville as a parcel of land to be annexed into Mulberry; and

WHEREAS, Lawrenceville and Mulberry desire to address how to deal with this typographical error in the legislation;

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, Lawrenceville and Mulberry do hereby agree as follows:

1. Lawrenceville and Mulberry shall jointly request that the General Assembly adopt such legislation during the 2026 session as required to confirm that Gwinnett County Tax parcel R5179-296 is not part of Mulberry and that the property will continue to be located within the boundaries of Lawrenceville.

2. Until the legislation referenced in paragraph 1 is adopted and becomes effective, Lawrenceville and Mulberry agree that Lawrenceville will continue to provide all municipal

services for the property known as Gwinnett County Tax parcel R5179-296, including, but not limited to, garbage collection, stormwater services, code enforcement, police protection, municipal gas and electric utilities, and shall be entitled to charge and receive and fees associated with providing these municipal services.

3. Lawrenceville shall be entitled to collect City ad valorem taxes for Gwinnett County Tax parcel R5179-296 for the year 2025 and all subsequent years.

4. The elected officials, appointed officials and city attorneys for Lawrenceville and Mulberry are authorized and directed to take all actions necessary to carry out the intent of this Intergovernmental Agreement.

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 MULBERRY

Date Signed:_____ By_____
Mayor

Attest_____
City Clerk

(City Seal)

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Acquisition of 390 West Pike Street
Department:	City Administration
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	$81,868.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of the Purchase and Sale Agreement for 390 West Pike Street (Tax Parcel 5143 274) and authorize the Mayor or City Manager to sign any documents to execute this transaction.

Summary: Approval of the Purchase and Sale Agreement for 390 West Pike Street (Tax Parcel 5143 274) and authorize the Mayor or City Manager to sign any documents to execute this transaction.

Fiscal Impact:

- $81,868.00

Attachments/Exhibits:

- 390 West Pike Street PSA.pdf
- 390 West Pike Street-Map.pdf

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 **KUAN LING HUNG** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer") 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 1.04+/- acres of property known as 390 West Pike Street (Tax Parcel #5143 274) together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property).

2. Purchase Price.

(a) The purchase price for the Property shall be ~~SIXTY EIGHT THOUSAND DOLLARS~~ AND ZERO CENTS ~~($68,000.00)~~. CW KLH EIGHTY ONE THOUSAND EIGHT HUNDRED SIXTY EIGHT DOLLARS $81,868.00 CW KLH

(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 recorded general utility easements, restrictions and covenants serving or affecting 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) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

viii) 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.

ix) 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 the Property that development of the Property would be restricted or require any special approval.

x) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (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 45 days from the execution of this Agreement, Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the Property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the Property for Buyer's intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period.

5. Objections to Title.

On or before October 31, 2025, 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 fifteen (15) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections prior to closing, Buyer may terminate this Agreement by providing written notice to Seller within ten (10) days of receipt of Seller's response notice, and Buyer 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 thirty (30) days after the end of the Inspection Period or any Objections of Title, 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. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to 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 Seller, 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 Buyer.

b) the Property is being conveyed unencumbered except for the Permitted Exceptions (listed in the title commitment or otherwise applicable to the Property), 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 reasonably 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 the Property (other than attorney's fees incurred by Seller), including, without limitation, any transfer tax, 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, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial 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 TEN THOUSAND DOLLARS ($10,000.00). All Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder all earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

No brokers are involved in this transaction.

10. Notices.

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

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

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

SELLER: Kuan Ling Hung

Attn:
Email:

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 merge into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the Property shall not survive the closing.

16. Special Stipulations

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

This Agreement is agreed to this 7th day of October, 2025.

KUAN LING HUNG

By: Kuan Ling Hung

Title: owner

This Agreement is agreed to this 7th day of OCTOBER, 2025.

CITY OF LAWRENCEVILLE, GEORGIA

By:

Title: CITY MANAGER


255
R5143 214
R5143 226
LANGLEY DR
390
R5143 274
225
R5143 215
436
R5143 258
HUFF ST

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, NOVEMBER 19, 2025
AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Lease Agreement with Petal and Pond
Department:	City Manager
Date of Meeting:	Wednesday, November 19, 2025
Fiscal Impact:	$0
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Lease Agreement with Petal and Pond as presented, and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney.

Summary: Petal and Pond has relocated from the site at 523 W Crogan (across from Central Gwinnett High School) but wishes to continue leasing this property for growing and propagating their plants for Spring/summer 2026. As part of the lease agreement, Petal and Pond will maintain the property in a neat & orderly manner.

Fiscal Impact: $0

Attachments/Exhibits:

- 523 W Crogan Lease Updated.docx

COMMERCIAL LEASE

THIS LEASE (the "Lease") is made as of _____, 2025 (the "Effective Date") by and between **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Landlord"), and **PETAL AND POND, INC.** (collectively called "Tenant").

WITNESSETH:

1. **PREMISES.**

Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (being hereinafter called the "Premises"), to wit:

The property known as 523 W. Crogan St, Lawrenceville, GA (TAX PARCEL R5143 152), such Premises being more particularly described and shown on Exhibit A attached hereto and by this reference made a part hereof.

2. **TERM.**

Tenant shall have and hold the Premises for a term of **8 months** beginning on November 1, 2025 (the "Commencement Date"), and ending on June 30, 2026 at 11:59 p.m., Atlanta, Georgia, time, unless sooner terminated as hereinafter provided (such period being referred to herein as the "Term" or the "lease term").

Notwithstanding the foregoing, at any time during the Term Landlord or Tenant shall have the right to terminate this Lease. The City may terminate the Lease by written notice given to the Tenant at least sixty (60) days prior to the termination date. Tenant may terminate the Lease by giving at least sixty (60) days written notice to the City of its desire to terminate the Lease. Upon the effective date of said termination (as shall be noted in the aforementioned written notices), this Lease shall terminate and neither party shall have any further rights or obligations hereunder except those which by their terms survive the expiration or sooner termination of this Lease.

3. **RENTAL.**

Tenant agrees to pay to Landlord the annual base rent and all other sums due and payable under this Lease in advance on the first day of each calendar month during the Term hereof, at the address stipulated by Landlord herein. Rental for any period during the term hereof which is for less than one month shall be a prorated portion of the monthly rental due. Said annual rent shall be paid without demand, deduction or setoff, and in the amount per month for each individual law office as described below:

Monthly Rent Rate: $1500.00/mo

4. **LATE CHARGES.**

If Landlord fails to receive all or any portion of a rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate

the costs Landlord will incur by reason of such late payment.

5. UTILITY BILLS, LANDSCAPING, MAINTENANCE EXPENSES AND TAXES.

Tenant agrees to pay all utility bills directly to the provider of such services for gas, trash collection, water and sewer, internet, and electricity to the Premises. Landlord shall pay, when due, all real property taxes due for the Premises, if any (it being understood and agreed that Tenant shall have no liability for same). Tenant shall be responsible for any personal property taxes, occupation taxes, and similar taxes or fees owed for operating a business at this location.

Tenant agrees to provide landscaping and grounds maintenance for the Premises and for the corner property with an address of 533 W. Crogan Street. Landscaping services shall be performed on a routine schedule. Any issues related to inadequate maintenance shall be addressed by Tenant within 10 days of written notice from Landlord. If Tenant does not complete maintenance with 10 days, Landlord shall be permitted to complete the required maintenance and bill Tenant the actual cost of completion.

6. USE OF PREMISES.

The Premises shall be used for growing and propagating plants (and all incidental uses ancillary thereto, but no direct sales from the Property) and any other use which complies with all applicable laws, and local ordinances. The Premises shall not be used for any illegal purposes.

7. INDEMNITY; INSURANCE.

Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs actually incurred, except in the case of gross negligence or willful misconduct on the part of Landlord. Supplementing the foregoing and in addition thereto, Tenant shall during the Term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of at least $300,000.00 per person and $500,000.00 per incident, which insurance shall name Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the Term of this Lease.

Tenant agrees to purchase at its expense and keep in force during the term of this Lease, personal property insurance covering “all risks” of physical loss, including loss of use, fire or other insurance peril. The insurance shall insure the value of all Tenants’ property on the Premises including but not limited to improvements, fixtures, equipment, furniture and other personal property. Tenant hereby waives any right of action against Landlord for loss or damage to its improvements, fixtures or personal property except in the case of gross negligence or willful misconduct on the part of Landlord.

8. REPAIRS BY TENANT.

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

9. ALTERATIONS.

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 9 within thirty (30) days after Landlord's written request therefor. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. As a condition to giving its approval to any such alterations, additions, or improvements, Landlord may require Tenant to remove any alterations, additions or improvements at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

10. REMOVAL OF FIXTURES.

Tenant may prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal. On or before the expiration of the lease term, Tenant shall remove all personal property then located upon the Premises. In the event that Tenant fails to remove said personal property from the Premises, and such failure continues for thirty (30) days after written notice from Landlord, then Landlord shall be deemed to be storing the property at Landlord’s expense and may, upon five (5) days written notice to Tenant, sell such property at a public or private sale, or may dispose of the property in any other manner without liability. The proceeds of such sale shall remain with the Landlord.

11. DESTRUCTION OF OR DAMAGE TO PREMISES.

If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed. Notwithstanding the foregoing, at any time that the Premises is damaged as set forth in this Section, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

12. GOVERNMENTAL ORDERS.

Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such noti

and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

13. CONDEMNATION.

Intentionally omitted.

14. ASSIGNMENT AND SUBLETTING.

Tenant shall not transfer this Lease or sublet the Premises.

15. EVENTS OF DEFAULT.

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an ("Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant:

(A) Tenant fails to pay the rental as provided for herein within five (5) days after written notice from Landlord that such rental remains unpaid (provided, however, that Landlord shall only be required to give such written notice two (2) times during any twelve-month period of the lease term); (B) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and such failure continues for thirty (30) days after written notice from Landlord (provided however, if a cure cannot be effected in such 30-day period, Tenant shall not be held in default if Tenant is diligently pursuing a cure to completion); (C) Tenant is adjudicated bankrupt; (D) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (E) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or (F) Tenant makes an assignment for benefit of creditors.

16. REMEDIES UPON DEFAULT.

Upon the occurrence of an Event of Default, Landlord shall have the option of pursuing any one or more of the following remedies:

A. Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

B. Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional re

and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Landlord shall use commercially reasonable efforts to relet the Premises as soon as practicable to minimize Tenant’s financial obligations. The Landlord shall make reasonable effort to ensure the rental rate and terms of such reletting are similar to that of the Tenant’s current lease agreement. If the Premises are successfully relet, the Lease shall be deemed terminated as of the date the new tenant’s lease begins, and Tenant’s obligations shall be limited to amounts due prior to that date, including any shortfall in rent and reasonable reletting costs.

Anything in this Lease to the contrary notwithstanding, if Tenant is in default hereunder, Landlord shall not be entitled to receive from Tenant any consequential, special or punitive costs or damages incurred by Landlord as a result of Tenant’s default.

Landlord shall be in default of this Lease if it fails to perform any term or provision under this Lease required to be performed by Landlord, and such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant; provided, if the nature of Landlord’s default is such that more than thirty (30) days are reasonably required in order to cure, Landlord shall not be in default if Landlord commences to cure such failure within such thirty (30) day period, and thereafter diligently pursues the cure of such failure to completion. If Landlord shall fail to cure within the times permitted for cure herein, Landlord shall be subject to all remedies as may be available to Tenant at law or in equity (subject to other provisions of this Lease), including, without limitation, the right of Tenant to terminate this Lease.

17. EXTERIOR SIGNS.

Tenant shall place no signs upon the outside walls or roof of the Premises except with the writt

consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

18. LANDLORD'S ENTRY OF PREMISES.

Landlord may enter the Premises at reasonable hours upon at least 24 hours' advance written notice to Tenant (except in the event of an emergency, in which event no such notice shall be required) to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any, and to exhibit the Premises to prospective purchasers.

19. EFFECT OF TERMINATION OF LEASE.

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

20. SUBORDINATION.

Intentionally omitted.

21. QUIET ENJOYMENT.

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

22. NO ESTATE IN LAND.

This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale.

23. HOLDING OVER.

If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be one hundred fifty percent (150%) of the monthly rental otherwise payable under Section 3 above.

24. ATTORNEY'S FEES.

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitl

to recover reasonable attorney's fees actually incurred to be fixed by the court in such action or proceeding.

25. RIGHTS CUMULATIVE.

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

26. WAIVER OF RIGHTS.

No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliances by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

27. AGENCY DISCLOSURE

Tenant and Landlord each represents to the other that neither has dealt with brokers in connection with this Lease. In addition, no broker procured this Lease or is entitled to any commission in connection therewith. In the event either party has so dealt with a broker such party shall, to the extent permitted by law, if any, indemnify, defend and hold forever harmless the other party from and against any claim by such broker and from and against any and all costs directly or indirectly arising out of any such hiring.

28. ENVIRONMENTAL LAWS.

During the Term, Tenant shall comply with all applicable environmental laws at the Premises and Tenant shall not permit any of his employees, brokers, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be liable or responsible for the clean-up or any other remedial measures for any environmental contamination, if any, which was introduced in, on or under the Premises (a) prior to the Commencement Date hereof or (b) as a result of any act, negligence or willful misconduct by any prior tenant or owner of the Premises**.**

29. TIME OF ESSENCE.

Time is of the essence of this Lease.

30. DEFINITIONS.

“Landlord” as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises, “Tenant” shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. “Landlord” and “Tenant” include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

31. NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by national overnight courier, or by U.S. Certified Mail, return receipt requested, postage prepaid. Notices shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord: CITY OF LAWRENCEVILLE, GA
70 S Clayton St.
P.O. Box 2200
Lawrenceville, GA 30046
Attention: Chuck Warbington, City Manager

Tenant: PETAL AND POND, INC.
1026 Lawrenceville Highway
Lawrenceville, Georgia 30046
Attention: David Waters

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

32. ENTIRE AGREEMENT.

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TENANT: **PETAL AND POND, INC.**

By: _____(Seal)
Name:
Title:

LANDLORD: **CITY OF LAWRENCEVILLE, GEORGIA**

By: _____(Seal)
Name:
Title: