



# LAWRENCEVILLE

## GEORGIA

### DEVELOPMENT AUTHORITY AGENDA

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Tuesday, July 02, 2024  
4:00 PM

Third Floor GwMA Conference Room  
70 S. Clayton St, GA 30046

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#### **Call to Order**

#### **Approval of Agenda**

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

- [1.](#) Approval of Annual Meeting Minutes from January 23, 2024

#### **New Business**

- [2.](#) Election to Replace Chairman
- [3.](#) Intergovernmental Agreement with the City of Lawrenceville Regarding McGee Tract
- [4.](#) Purchase and Sale Agreement with Luxury Landscape Regarding McGee Tract
- [5.](#) Intergovernmental Agreement with the City of Lawrenceville Regarding the Reynolds Road Parcels
- [6.](#) Assignment of Reynolds Road Parcels Purchasing and Sale Agreements to Luxury Landscape

#### **Old Business**

#### **Executive Session - Real Estate**

#### **Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: DEVELOPMENT AUTHORITY  
AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

- Item:** Approval of Annual Meeting Minutes from January 23, 2024
- Department:** Development Authority
- Date of Meeting:** Tuesday, July 2, 2024
- Fiscal Impact:** None
- Presented By:** Barry Mock
- Action Requested:** Approval of Annual Meeting Minutes from January 23, 2024

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**Summary:** Approval of Annual Meeting Minutes from January 23, 2024



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: DEVELOPMENT AUTHORITY  
AGENDA CATEGORY: NEW BUSINESS

- Item:** Election to Replace Chairman
- Department:** Development Authority
- Date of Meeting:** Tuesday, July 2, 2024
- Fiscal Impact:** None
- Presented By:** Barry Mock
- Action Requested:** Election to Replace Chairman

**Summary:** Election to Replace Chairman



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: DEVELOPMENT AUTHORITY  
AGENDA CATEGORY: NEW BUSINESS

- Item:** Intergovernmental Agreement with the City of Lawrenceville Regarding McGee Tract
- Department:** Development Authority
- Date of Meeting:** Tuesday, July 2, 2024
- Fiscal Impact:** None
- Presented By:** Barry Mock
- Action Requested:** Intergovernmental Agreement with the City of Lawrenceville Regarding McGee Tract

**Summary:** Intergovernmental Agreement with the City of Lawrenceville Regarding McGee Tract

**Attachment:**

- Intergovernmental Agreement with the City of Lawrenceville Regarding McGee Tract

**INTERGOVERNMENTAL AGREEMENT**  
**McGee Property**  
**(Gwinnett Tax Parcel R7012 022A)**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

**WITNESSETH:**

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “Act”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

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

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

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

1. Following its acquisition by the City, the City will transfer to the LDA the property described on Exhibit A, which property is currently under contract for purchase by the City, (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the

lease of the Subject Property, the management of the Subject Property or any other fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall not sale the Subject Property to another party for less than Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) unless the sale for a lesser price is specifically approved by a vote of the City Council.

- 4. The transfer of the Subject Property by the LDA may be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right, but not the obligation, to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the Subject Property to any private owner. If a potential purchaser of the Subject Property files for a rezoning of the Subject Property, the rezoning will go through the normal process, and the City makes no representations as to the outcome of any rezoning proposed.
- 5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
- 6. 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.
- 7. This IGA expresses the entire understanding and agreement between the parties hereto.
- 8. 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.
- 9. 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.
- 10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

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

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

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

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

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

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

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

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: DEVELOPMENT AUTHORITY  
AGENDA CATEGORY: NEW BUSINESS

- Item:** Purchase and Sale Agreement with Luxury Landscape Regarding McGee Tract
- Department:** Development Authority
- Date of Meeting:** Tuesday, July 2, 2024
- Fiscal Impact:** None
- Presented By:** Barry Mock
- Action Requested:** Purchase and Sale Agreement with Luxury Landscape Regarding McGee Tract

**Summary:** Purchase and Sale Agreement with Luxury Landscape Regarding McGee Tract



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: DEVELOPMENT AUTHORITY  
AGENDA CATEGORY: NEW BUSINESS

- Item:** Intergovernmental Agreement with the City of Lawrenceville Regarding the Reynolds Road Parcels
- Department:** Development Authority
- Date of Meeting:** Tuesday, July 2, 2024
- Fiscal Impact:** None
- Presented By:** Barry Mock
- Action Requested:** Intergovernmental Agreement with the City of Lawrenceville Regarding the Reynolds Road Parcels

**Summary:** Intergovernmental Agreement with the City of Lawrenceville Regarding the Reynolds Road Parcels

**Attachment:**

- Intergovernmental Agreement with the City of Lawrenceville Regarding the Reynolds Road Parcels

**INTERGOVERNMENTAL AGREEMENT  
Reynolds Road Assemblage**

**(Gwinnett Tax Parcels R7012 035, 026A, 049, 021,061, 062, and 039)**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

**WITNESSETH:**

**WHEREAS**, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “Act”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

**WHEREAS**, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

**WHEREAS**, the City now desires to transfer certain contract rights to the LDA subject to certain terms and conditions, which contracts will be used by the LDA for redevelopment purposes; and

**WHEREAS**, the properties subject to the contracts are located within the geographic boundaries of the City, and the LDA is willing to accept the contracts from the City subject to the terms and conditions of this Agreement.

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

1. The City has entered into certain Purchase and Sale Contracts for the purchase of multiple adjacent tracts of real estate being 1.64 acres known as Gwinnett Tax Parcels R7012 035, R7012 026A, and R7012 049; 1.08 acres known as Gwinnett Tax Parcel R7012 021; 1.03 acres known as Gwinnett Tax Parcel 7012 061; 1.04 acres known as Gwinnett Tax Parcel 7012 062; and .98 acres known as Gwinnett

Tax Parcel 7012 039 (The Contracts). The City will assign the Contracts to the LDA.

- 2. In consideration of the assignment of the Contracts, the LDA agrees to pay to the City all proceeds received by the LDA for the further assignment of the Contracts to a private party for purchase and redevelopment, or any return of Earnest Money received by the LDA upon the termination of the Contracts. The amount received by the LDA for the assignment of the Contracts and due to the City shall not be less than the amounts paid by the City as Earnest Money under the Contracts, unless the assignment for a lesser price is specifically approved by a vote of the City Council.
- 4. If the LDA has not assigned the Contracts to a third party and received payment for the assignment by August 19, 2024, the LDA shall take all appropriate action required to either terminate the Contracts and obtain the return of the Earnest Money or to enter into an amended IGA with the City for the funding of the purchase of some or all of the properties subject to the Contracts.
- 5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the assignment of the Contracts and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
- 6. 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.
- 7. This IGA expresses the entire understanding and agreement between the parties hereto.
- 8. 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.
- 9. 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.
- 10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

**CITY OF LAWRENCEVILLE, GEORGIA**

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

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

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

(City Seal)

**DEVELOPMENT AUTHORITY OF  
LAWRENCEVILLE, GEORGIA**

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

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

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

(Authority Seal)



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: DEVELOPMENT AUTHORITY  
AGENDA CATEGORY: NEW BUSINESS

- Item:** Assignment of Reynolds Road Parcels Purchasing and Sale Agreements to Luxury Landscape
- Department:** Development Authority
- Date of Meeting:** Tuesday, July 2, 2024
- Fiscal Impact:** None
- Presented By:** Barry Mock
- Action Requested:** Assignment of Reynolds Road Parcels Purchasing and Sale Agreements to Luxury Landscape

**Summary:** Assignment of Reynolds Road Parcels Purchasing and Sale Agreements to Luxury Landscape