



LAWRENCEVILLE

GEORGIA

STORMWATER BOARD AGENDA

Wednesday, September 21, 2022
6:00 PM

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

Call to Order

Review of Current Projects

- [1.](#) Stormwater Masterplan Update

Review of Proposed New Projects

- [2.](#) Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC, (Park Place)
- [3.](#) Creation of a Special Drainage District

Comments from Utility Board Staff

Final Adjournment

STORMWATER MANAGEMENT INFRASTRUCTURE EVALUATION PROJECT SCHEDULE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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TASK 4 - CAPITAL IMPROVEMENT PROGRAM																																																					
Develop 5-yr CIP proj outlook based on current funding																																																					
Assess future program needs and priorities																																																					
Stormwater Rate Analysis																																																					
Review current fees to determine if sufficient																																																					
Recommend fee that would meet City's goals																																																					
Summary Report																																																					
Meetings/Presentations																																																					
TASK 5 - STORMWATER MANAGEMENT/DETENTION FACILITIES																																																					
ID existing storm ponds, property owner, and area served by pond																																																					
Document findings (Property Owner & Area Served by Pond)																																																					
Notes:																																																					
Hourly estimate based on 100 detention ponds																																																					
TASK 6 - STORMWATER UTILITY MASTER PLAN																																																					
Prepare Stormwater Master Plan utilizing Tasks 1-5																																																					
Provide/coordinate public meetings for citizens & stakeholders																																																					
Present reports & studies to stormwater board &/or City Council																																																					

*Note: Some adjustments to the calendar may be necessary to allow for meetings or to adjust to the City's priorities



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: STORMWATER UTILITY BOARD
AGENDA CATEGORY: REVIEW OF CURRENT PROJECTS

Item: Stormwater Masterplan Update

Department: Engineering

Date of Meeting: Wednesday, September 21, 2022

Fiscal Impact: N/A

Presented By: Jim Wright

Action Requested: None

Summary: Update for Stormwater Masterplan

Fiscal Impact: TBD

Attachments/Exhibits: Schedule

COST AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

PARK PLACE:

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

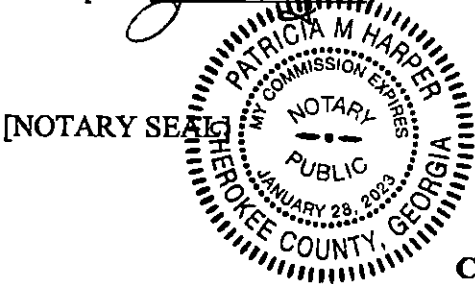
Signed, sealed and delivered in the
presence of:

N. Hunter Holby Jr.
Unofficial Witness

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

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

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



CITY:

CITY OF LAWRENCEVILLE, GEORGIA,
a Georgia municipal corporation

Signed, sealed and delivered in the
presence of:

Unofficial Witness

By: _____
David R. Still, Mayor

Notary Public
My Commission expires: _____

Attest: _____
Karen Pierce, City Clerk

[NOTARY SEAL]

[CITY SEAL]

EXHIBIT "A"

Legal Description of the Property

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

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

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

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

EXHIBIT “B”

Site Plan

[See Attached]

Drawing name: KALP_Plan014518000 - 2nd phase layout and drainage plan - C3-50 DRAINAGE PLAN - Aug 28, 2022, 3:01pm, by: Cullenford

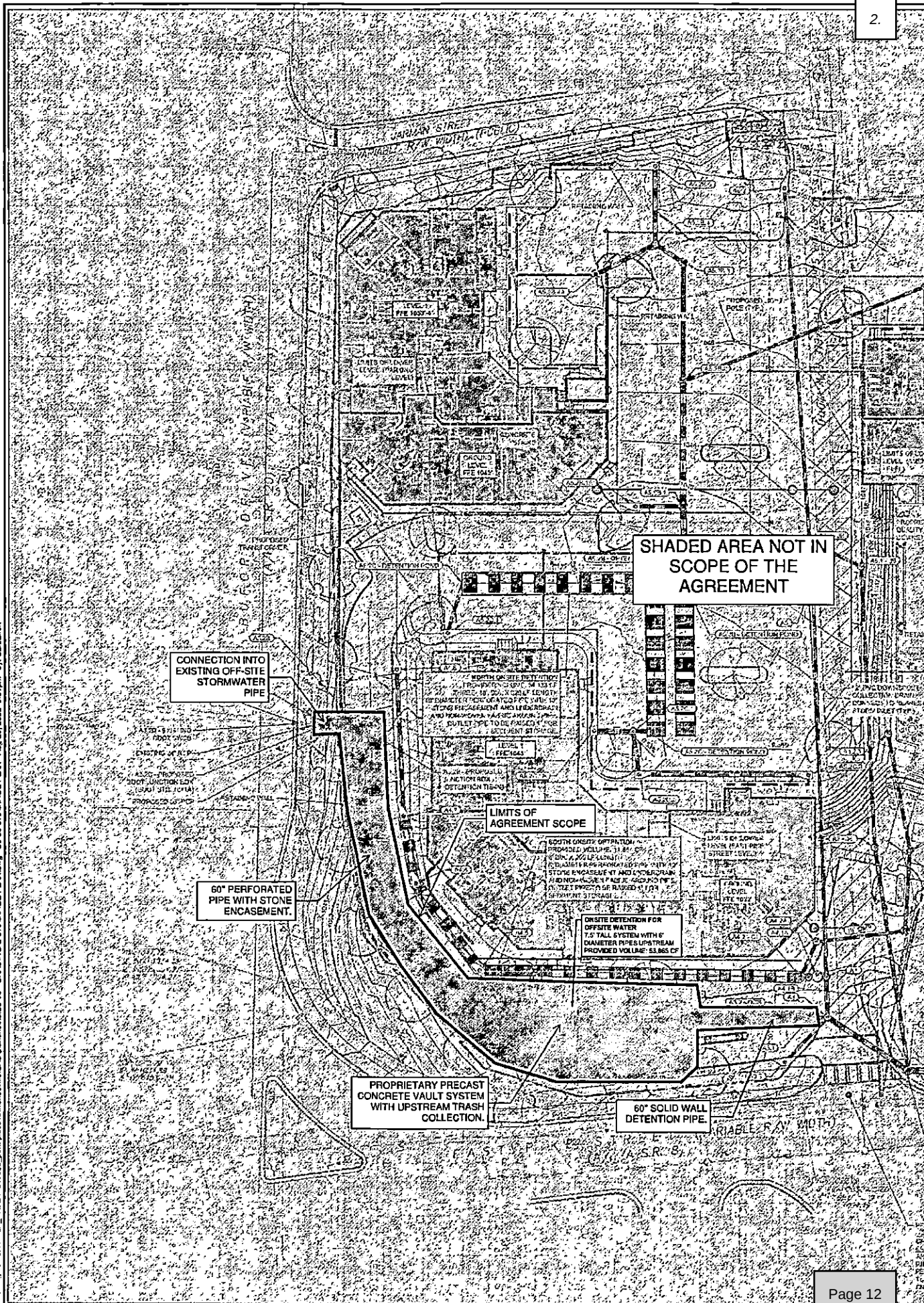


EXHIBIT "C"**Site Improvements**

[See attached]

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



Friday, August 19, 2022

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

Re: Off Site Water Detention System Cost

Dave,

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

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

Total - \$903,100.00

Sincerely,

David S. Logan
 Senior Project Manager



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: STORMWATER UTILITY BOARD
AGENDA CATEGORY: REVIEW OF PROPOSED NEW PROJECTS

Item: Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC, (Park Place)

Department: Engineering Dept.

Date of Meeting: Wednesday, September 21, 2022

Fiscal Impact: Not to exceed \$1,000,000.00

Presented By: Jim Wright, PE, City Engineer

Action Requested: Approval of Agreement

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

Fiscal Impact: \$1,000,000.00

Concurrences: Other departments, agencies, personnel, who agree and have formally supported.

Attachments/Exhibits: Agreement

**Proposed Special Drainage District
Proposed Parcels**

Parcel ID	Address	Acreage	Detention Fee
5146B048	308 NORTH CLAYTON ST	0.38	\$27,608.85
5146B049	288 NORTH CLAYTON ST	0.36	\$26,155.75
5146B050	270 NORTH CLAYTON ST	0.25	\$18,163.72
5146B051	248 NORTH CLAYTON ST	0.54	\$39,233.63
5146B053	135 EAST PIKE ST	0.39	\$28,335.40
5146B054	224 EAST PIKE ST	0.23	\$16,710.62
5146B055	193 EAST PIKE ST	0.23	\$16,710.62
5146B056	251 CHESTNUT ST	0.3	\$21,796.46
5146B057	CHESTNUT ST	0.7	\$50,858.41
5146B058	269 CHESTNUT ST	0.22	\$15,984.07
5146B059	164 OAK ST	0.17	\$12,351.33
5146B060	142 OAK ST	0.21	\$15,257.52
5146B063	321 CHESTNUT ST	0.89	\$64,662.83
5146B061	145 OAK ST	0.16	\$11,624.78
5146B065A	395 CHESTNUT ST	0.29	\$21,069.91
5146B081	407 CHESTNUT ST	0.36	\$26,155.75
5146B139	414 CHESTNUT ST	0.4	\$29,061.95
5146B157	BUFORD DR	0.45	\$32,694.69
5146B083	386 CHESTNUT ST	0.31	\$22,523.01
5146B095	141 BUFORD DR	0.56	\$40,686.73
5146B086	292 CHESTNUT ST	0.32	\$23,249.56
5146B094	132 BUFORD DR	0.42	\$30,515.04
5146B087	274 CHESTNUT ST	0.15	\$10,898.23
5146B088	250 CHESTNUT ST	0.14	\$10,171.68
5146B093	128 BUFORD DR	0.18	\$13,077.88
5146B089	250 CHESTNUT ST	0.24	\$17,437.17
5146B090	117 BUFORD DR	0.41	\$29,788.50
5146B092	203 CHESTNUT ST	0.34	\$24,702.65
Right-of-Way	Oak St. ROW	0.28	\$20,343.36
Right-of-Way	Chestnut St. ROW	0.69	\$50,131.86
Right-of-Way	Corner of Buford Dr. and Clayton St.	1.5	\$108,982.30
Right-of-Way	Mill St. ROW	0.36	\$26,155.75
		12.43	\$903,100.00

Detention Fee/Acre

\$72,654.87





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: STORMWATER UTILITY BOARD
AGENDA CATEGORY: REVIEW OF PROPOSED NEW PROJECTS

Item: Creation of a Special Drainage District

Department: Engineering

Date of Meeting: Wednesday, September 21, 2022

Fiscal Impact: TBD

Presented By: Jim Wright, PE, City Engineering

Action Requested: None

Summary: The Pike Park Development located at 77 E. Pike St. is proposing to detain stormwater originating from offsite. A drainage sub-basin approximately 12.6 Acres in size currently drains through this parcel and will be benefitted by this detention. Pike Park is proposing a Cost Agreement where the City will reimburse the Developer for additional stormwater detention infrastructure that will be built to handle the off-site stormwater. The Engineering Dept. is proposing the creation of a Special Drainage District for the benefitted area of 12.6 Acres. Any Parcel that would be redeveloped in the future would not need to provide stormwater detention and would be required to pay a stormwater detention fee.

Fiscal Impact: TBD

Attachments/Exhibits: Map and Parcel List