



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, September 14, 2022
5:00 PM

Council Assembly Room
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.](#) SUP2022-00071; GA Lawrenceville Sugarloaf, LLC; 3975 Sugarloaf Parkway
- [2.](#) SUP2022-00072; Learning Time; 141 Langley Drive
- [3.](#) SUP2022-00073; David White; 725 Scenic Highway
- [4.](#) RZR2022-00011; Fairlane Capital LLC; 448 Grayson Highway
- [5.](#) Valhall K-9 International
- [6.](#) Acquisition of 205 Culver Street
- [7.](#) Provision of Landscape and Maintenance Services on an Annual Contract
- [8.](#) View Point Co-Responder Amended Contract for Behavioral Health Services
- [9.](#) Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way
- [10.](#) Parking Requirements in Residential Areas; Article 5: Parking
- [11.](#) Diversity, Equity & Inclusion Discussion

[12.](#) Discussion of Electric Utility Rates

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Wednesday, September 14, 2022

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

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

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

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

Attachments/Exhibits:

- SUP2022-00071_Municode
- SUP2022-00071_REPORT_08152022
- SUP2022-00071_P&D RECO COND_08152022
- SUP2022-00071_PC RECO COND_09062022
- SUP2022-00071_LOI_07102022
- SUP2022-00071_APP_07102022
- SUP2022-00071_ALTA ACSM_07102022
- SUP2022-00071_SITE PLN_07102022

- PDZonedMap_SUP2022-00071
- PDZoneMapAerial_SUP2022-00071
- PDZoneMapAerial_SUP2022-00071_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

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

ZONING HISTORY:

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

PROJECT DATA

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

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

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

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

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No comment.

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

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

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

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

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

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

The property has a reasonable economic use as currently zoned.

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

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

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

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

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

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

PLANNING AND DEVELOPMENT**RECOMMENDED CONDITIONS_08152022****SUP2022-00071**

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

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

A. The following uses shall be prohibited:

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

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

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited;

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

D. Outdoor storage shall be prohibited;

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

2. To satisfy the following site development considerations:

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

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

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

PLANNING COMMISSION

RECOMMENDED CONDITIONS_09062022

SUP2022-00071

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

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- J.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- K.** Natural vegetation shall remain on the property until the issuance of a development permit.
- L.** Any utility relocations shall be the responsibility of the developer.

Date: June 15, 2022

City of Lawrenceville Planning Commission & City Council

70 S Clayton St

Lawrenceville, GA 30046

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

Parcel PIN: 5082 193

Dear Sir or Madam:

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

Sincerely,



Name: Jonathan Cochrane

Title: Development Manager

P2022-00071_LOI_07102022



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

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

 7/5/22
SIGNATURE OF APPLICANT DATE

 6/22/2022
SIGNATURE OF OWNER DATE

JONATHAN COCHRANE

TYPED OR PRINTED NAME

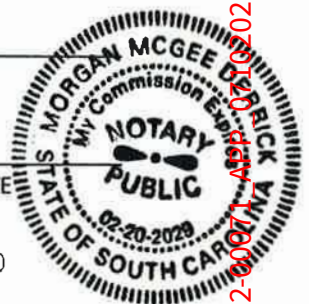


 7-5-22
NOTARY PUBLIC DATE

SCOTT SMITH

TYPED OR PRINTED NAME

 6-22-22
NOTARY PUBLIC DATE



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

P2022-00071-APP-C-0000022



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Y/N

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

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

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

Y/N

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

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

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



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER:

(Map Reference Number)

86

District

5082

Land Lot

193

Parcel

T. Scott Smith
Signature of Applicant

6/22/2022
Date

T Scott Smith *Manager*
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

NAME

TITLE

DATE

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

P2022-00071_APP_07102022



LAWRENCEVILLE

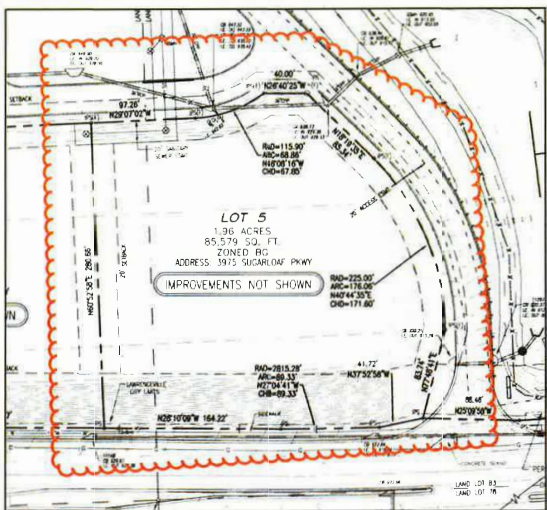
GEORGIA

2022 CITY COUNCIL AND PLANNING COMMISSION SCHEDULES

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

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

VICINITY MAP



SCALE: 1" = 50'

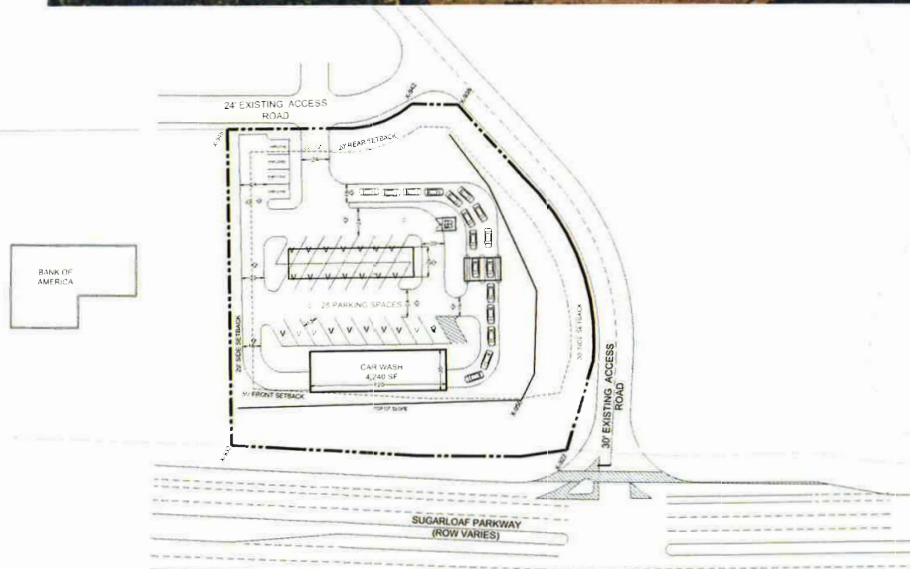


Note
- All of property is out of the flood zone.
- No existing structures on site.
- No streams or wetlands on site.

CAR WASH SITE INFO

Zoning:	BG
Overlay Dist:	N/A
Acres:	1.96 ACRES
City:	LAWRENCEVILLE, GA
Setbacks Required By Code:	
Front	50'
Rear	20'
Any Road	Sides 20'
Buffers Required By Code:	
0' adjacent to B:	
Parking:	
90' Aisle Min.	24'
All Space Min.	9' x 19'
Car Wash Min.	2-Bay, 1-500sf
Parking Provided	28
Parking Ratio	6.60
Building Area:	4,240 SF

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



SITE PLAN / REZONING

CONCEPTUAL SITE PLAN
GA Lawrenceville Sugarloaf
STARTING WITH SURVEY
P2022-00071 SITE PLAN 07102022
DATE 06-10-22
DRAWN BY

EXHIBIT



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00071

Applicant: GA Lawrenceville
Sugarloaf, LLC

Legend

 Subject Property

 Parcels

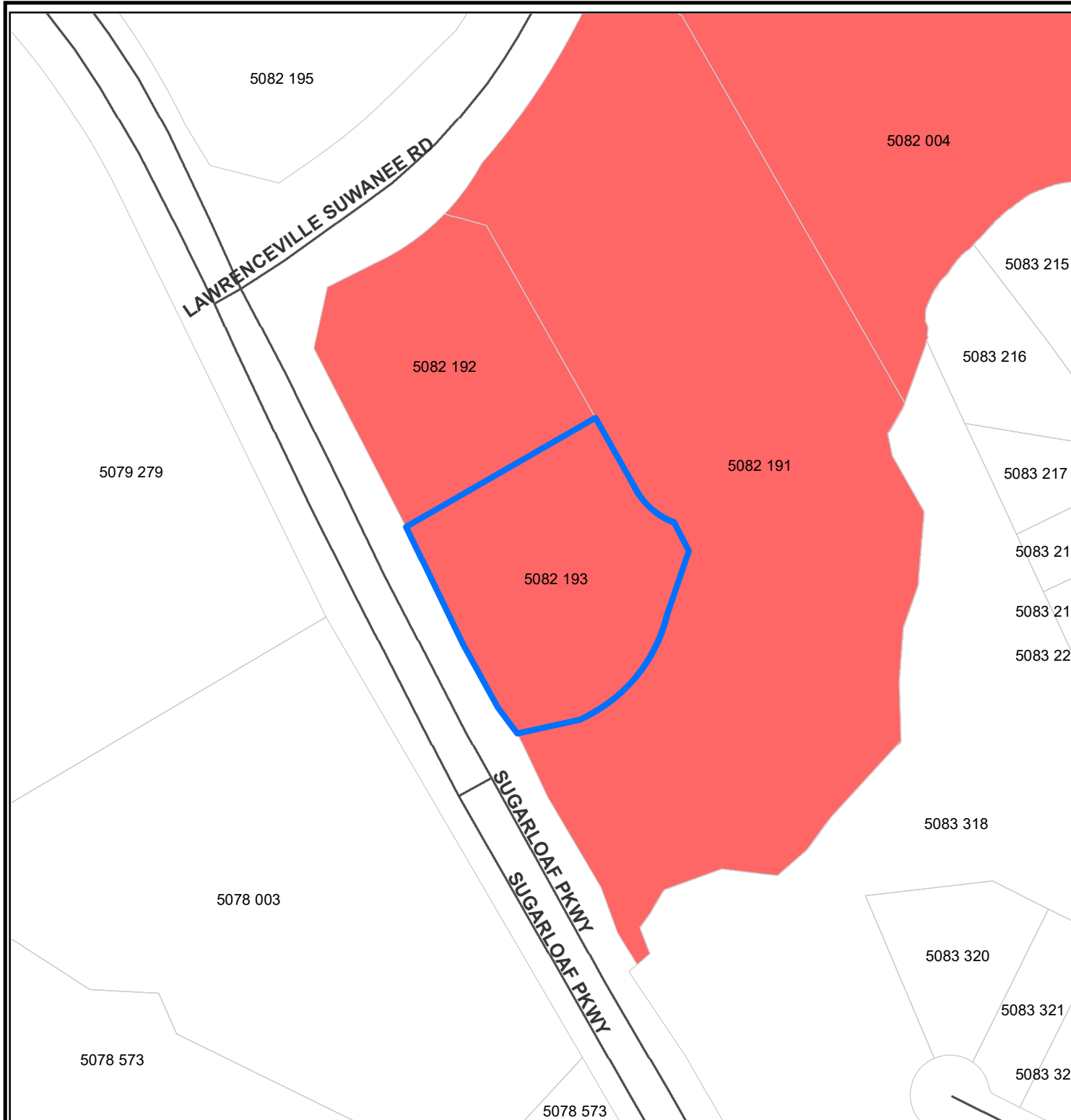
Zoning Districts

 BG General Business

 Roads



0 95 190





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00071

Applicant: GA Lawrenceville
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Legend

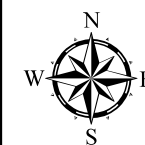
 Subject Property

 Parcels

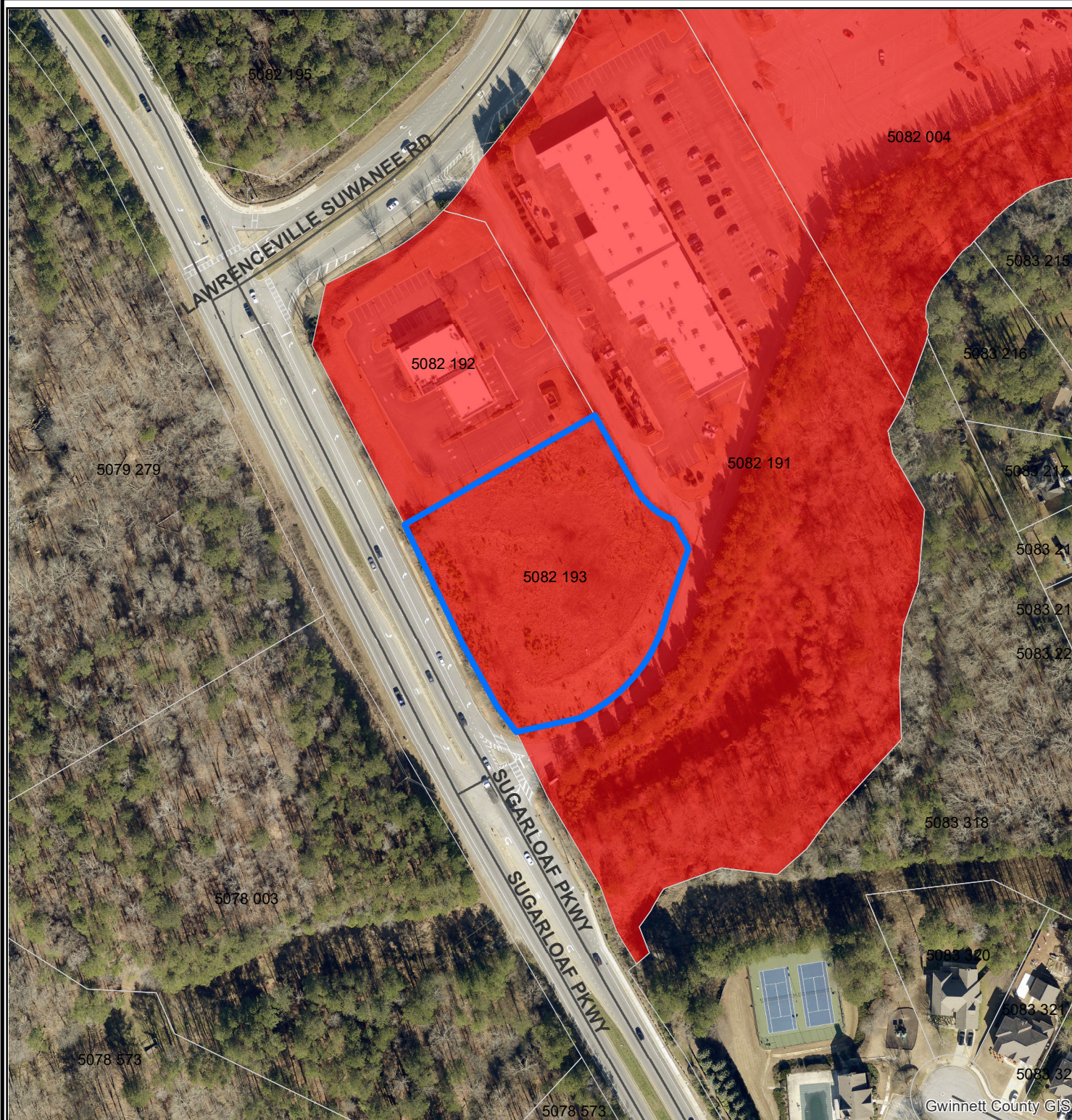
Zoning Districts

 BG General Business

 Roads



0 95 190



*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00071

**Applicant: GA Lawrenceville
Sugarloaf LLC**

Legend

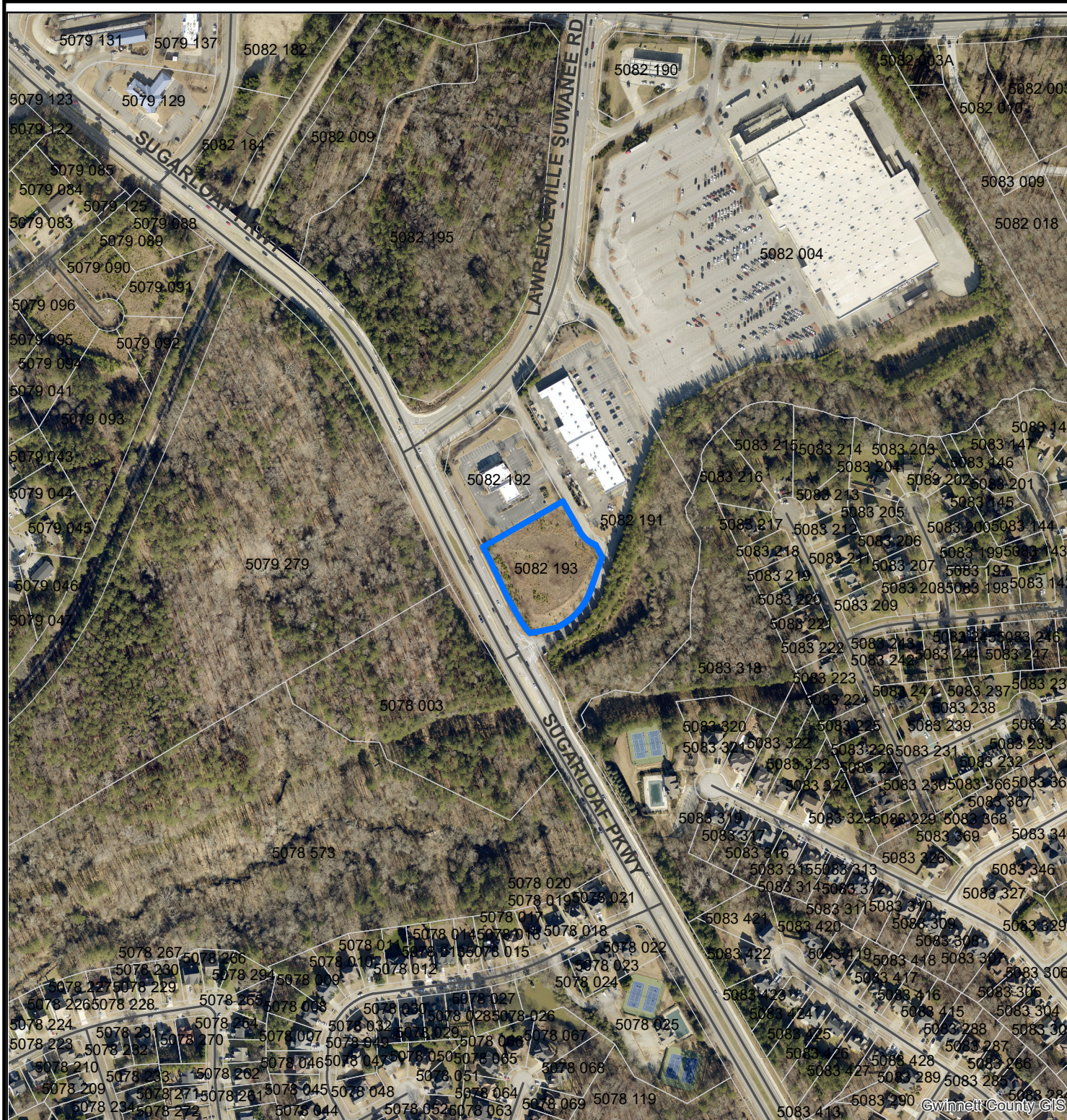
☐ Subject Property

 Parcels

5 — Roads



0	230	460
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LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Wednesday, September 14, 2022

Applicant Request: Special Use Permit to allow Day Care Facility

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

Department Recommendation: **Approval with Conditions**

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

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

Attachments/Exhibits:

- SUP2022-00072_MUNICODE_08152022
- SUP2022-00072_REPORT_08152022
- SUP2022-00072_P&D RECO COND_08152022
- SUP2022-00072_PC RECO COND_09062022
- SUP2022-00072_LEGAL_07102022
- SUP2022-00072_LOI_07102022
- SUP2022-00072_APP_07102022
- SUP2022-00072_LND SRVY_07102022
- SUP2022-00072_VCNTY MAP_07102022

- PDZonedMap_SUP2022-00072
- PDZoneMapAerial_SUP2022-00072
- PDZoneMapAerial_SUP2022-00072_5000FT

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

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

ZONING HISTORY:

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

PROJECT DATA

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

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

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No comment.

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

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

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08152022

SUP2022-00072

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

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

A. The following uses shall be prohibited:

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

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

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited;

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

D. Outdoor storage shall be prohibited;

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

2. The following variance is granted:

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

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

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

PLANNING COMMISSION

RECOMMENDED CONDITIONS_09062022

SUP2022-00072

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

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

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

- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
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Corporation, prepared by Solar Land Surveying Company, dated January 31, 2005, and presented to the Planning Commission during the September 6, 2022 public hearing.

LEGAL DESCRIPTION

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

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

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

SAID TRACT TO CONTAIN 28.916 ACFT.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 151 ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT IS BE ACCURATE TO 1 FOOT IN 100,000+ FEET. AN ELECTRONIC TOTAL STATION AND A USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE COORDINATE MONUMENT

June 29, 2022

Dear Sir/Madam:

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



LAWRENCEVILLE GEORGIA

2022 CITY COUNCIL AND PLANNING COMMISSION SCHEDULES

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

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

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

Thank you for your consideration,

Learning Time Owners

Alberta Berhannan & Ashley Sanon



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Learning Time</u>	NAME: <u>Alberta Berhannan</u>
ADDRESS: <u>141 Langley Dr</u>	ADDRESS: <u>6582 Leman Grass Ln</u>
CITY: <u>Lawrenceville</u>	CITY: <u>flowery Branch</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30542</u>
PHONE: <u>770-822-0354</u>	PHONE: <u>330-881-7504</u>
CONTACT PERSON: <u>Alberta Berhannan</u> PHONE: <u>330-881-7504</u>	
CONTACT'S E-MAIL: <u>AGwill1218@aol.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>5m</u> ACREAGE: <u>.43</u>	
PARCEL NUMBER(S): <u>5143 219</u>	
ADDRESS OF PROPERTY: <u>141 Langley Dr Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Daycare facility</u>	

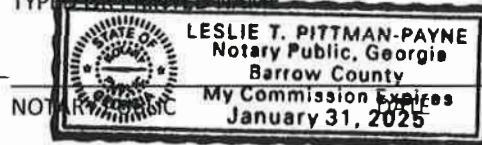
Alberta Berhannan 7/1/22
SIGNATURE OF APPLICANT DATE

Alberta Berhannan
TYPED OR PRINTED NAME

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

Alberta Berhannan 7/1/22
SIGNATURE OF OWNER DATE

Alberta Berhannan
TYPED OR PRINTED NAME



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

Acknowledgment Certificate

State of Georgia

County of Hall

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

by Ashley Saxon



My Commission Expires: January 31, 2025

Signer's identity verified in the following manner:

☐ Personally Known

☒ Produced Identification

Type of ID: Ohio Drivers License

(Seal)



LAWRENCEVILLE

GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

The applicant is required to notify all adjoining property owners (including those across any streets) of their intention to rezone the property. The notification shall be sent by Certified Mail and be postmarked no later than the published deadline contained in the Rezoning Schedule. A sample notification letter is provided at the end of this packet.

The written notice shall include:

1. Special Use case number
2. Dates, times and place of public hearings
3. Copy of the application
4. Applicant contact information
5. Letter of Intent
6. Site plan
7. Vicinity map

Proof that the notifications were mailed as required must be delivered to the Planning Department as soon as is feasible, but no later than 12:00 p.m. (noon) on the Wednesday prior to the Planning Commission meeting. Failure to submit the required proof of mailing will result in the application being tabled to the next month's meeting.

Notification Sign

The applicant is required to post a notification sign (provided by the Planning Department) in a clearly visible location on the property, at or near the public street, no later than the published deadline contained in the Rezoning Schedule. It is the responsibility of the applicant to insure that the notification sign remain on the property throughout the rezoning proceedings. (COPY TO BE GIVEN TO APPLICANT)

CASE NUMBER

Alberta Berhannan
AKNOWLEDGED BY (PRINT NAME)

6/29/22
DATE

Alberta Berhannan
SIGNATURE

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

P2022-00072_APP_07102022



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER:

(Map Reference Number)

5th

District

143

Land Lot

5143 219

Parcel

Signature of Applicant

Date

Alberta Bernhannan

Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

V. Scholz

NAME

TSA II Revenue Specialist

TITLE

6/29/2022

DATE

6/29/22

Current for: 2020

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

P2022-00072_APP_07102022

n/a

2.



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____
Y/N

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____
Y/N

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

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

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

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

P2022-00072_APP_07102022



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Learning Time</u>	NAME: <u>Ashley Sanon</u>
ADDRESS: <u>141 Langley Dr</u>	ADDRESS: <u>3058 Heritage Oaks Cir</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Dacula</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30019</u>
PHONE: <u>770-822-0354</u>	PHONE: <u>347-816-8003</u>
CONTACT PERSON: <u>Alberta Bernhannon</u> PHONE: <u>330-881-7504</u>	
CONTACT'S E-MAIL: <u>AGWILL1218@aol.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>5M</u> ACREAGE: <u>.43</u>	
PARCEL NUMBER(S): <u>5143 219</u>	
ADDRESS OF PROPERTY: <u>141 Langley Drive Lawrenceville 30046</u>	
PROPOSED SPECIAL USE: <u>Daycare</u>	

Ashley Sanon
SIGNATURE OF APPLICANT

7/1/2022
DATE

Ashley S
SIGNATURE OF OWNER

7/1/2022
DATE

Ashley Sanon
TYPED OR PRINTED NAME

Ashley Sanon
TYPED OR PRINTED NAME

Leslie T. Pittman-Payne
NOTARY PUBLIC

7/1/22
DATE

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

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

Acknowledgment Certificate

State of Georgia

County of Hall

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

by Alberta Berkman.

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

My Commission Expires: January 31, 2025

Signer's identity verified in the following manner:

- ☐ Personally Known
☒ Produced Identification

Type of ID: Ohio Drivers License

(Seal)



LAWRENCEVILLE

GEORGIA

NOTIFICATION REQUIREMENTS

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CASE NUMBER

Alberta Bernhannan
AKNOWLEDGED BY (PRINT NAME)

6/29/22
DATE

Alberta Bernhannan
SIGNATURE

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

P2022-00072_APP_07102022



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER: 5th - 143 - 5143 219
(Map Reference Number) District Land Lot Parcel

[Signature] 6/29/22
Signature of Applicant Date

Alberta Bernhannan
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

V. Scholby TSA II
NAME TITLE

6/29/2022 6/29/22 Current for: 2020
DATE

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

P2022-00072_APP_07102022

n/a



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____
Y/N

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____
Y/N

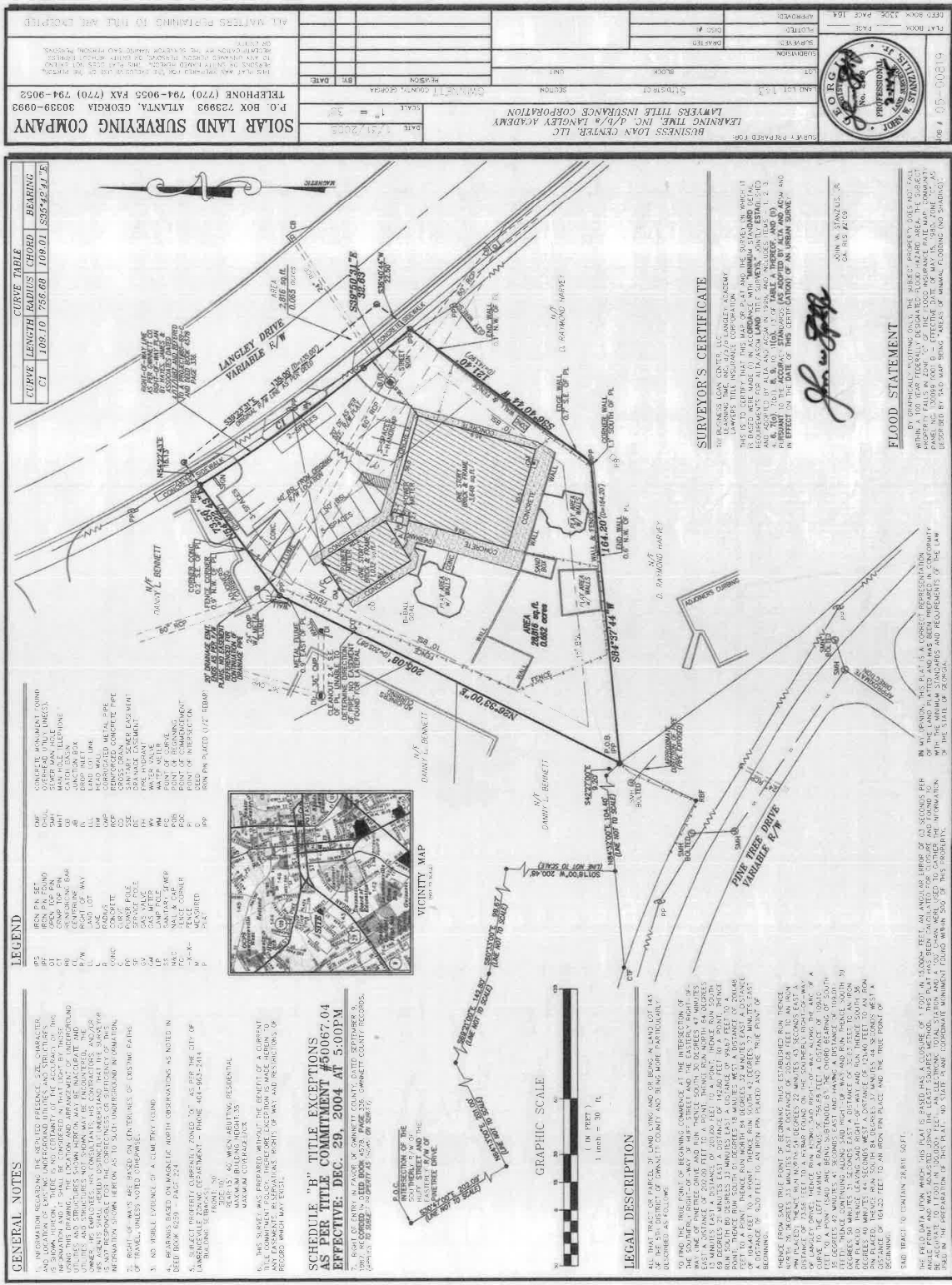
If the answer is yes, please complete the following section:

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

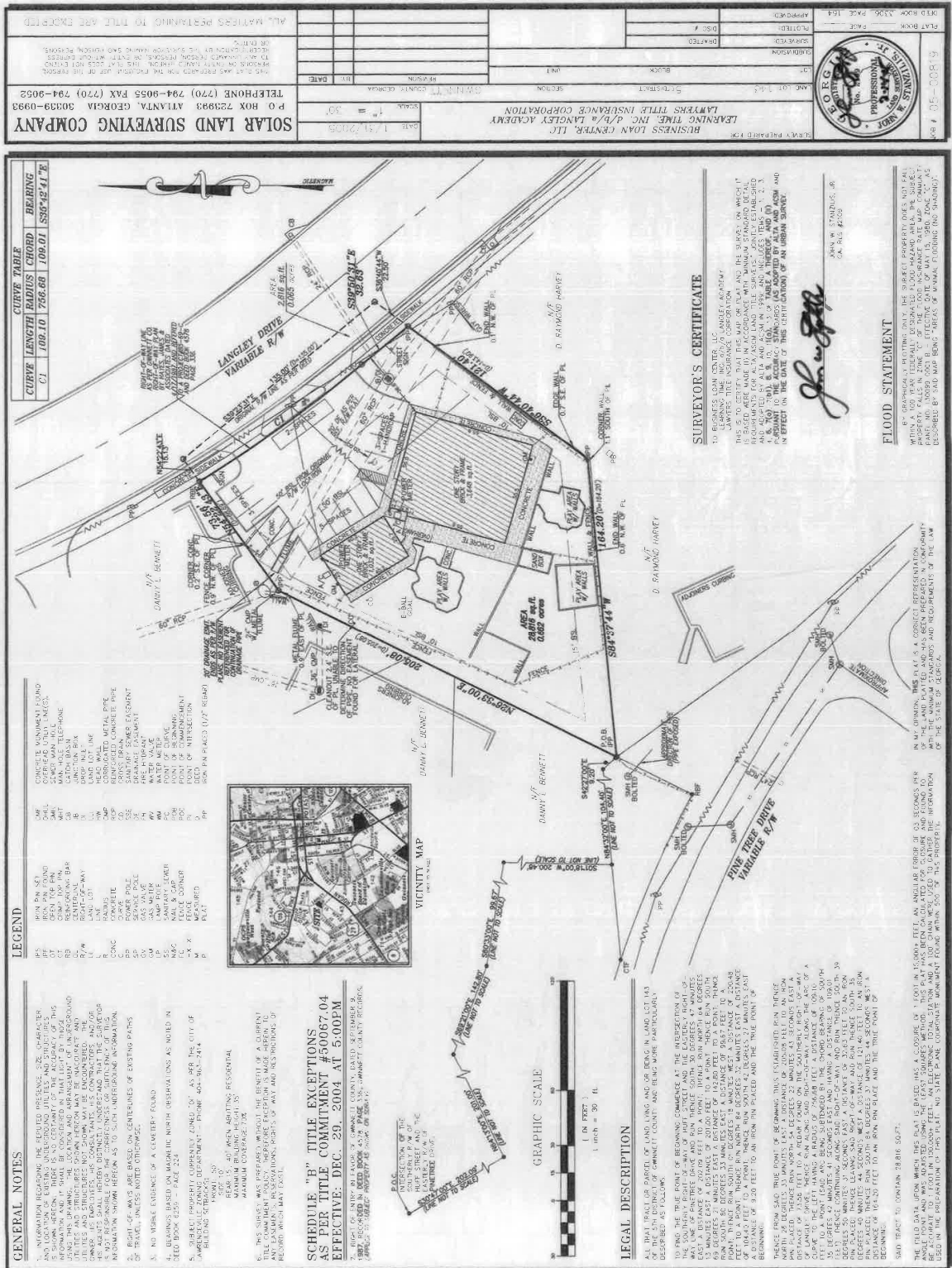
Attach additional sheets if necessary to disclose or describe all contributions/gifts.

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P2022-00072_APP_07102022













[illegible]





P2022-00072_Vicinity Map_07102022

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

7. RIGHT OF ENTRY IN FAVOR OF GRIMMETT COUNTY, DATED SEPTEMBER 8, 1967, RECORDED IN DEED BOOK #67A, PAGE 339, GRIMMETT COUNTY RECORDS (APPLIES TO SUBJECT PROPERTY AS SHOWN ON SURVEY)



LEGAL DESCRIPTION

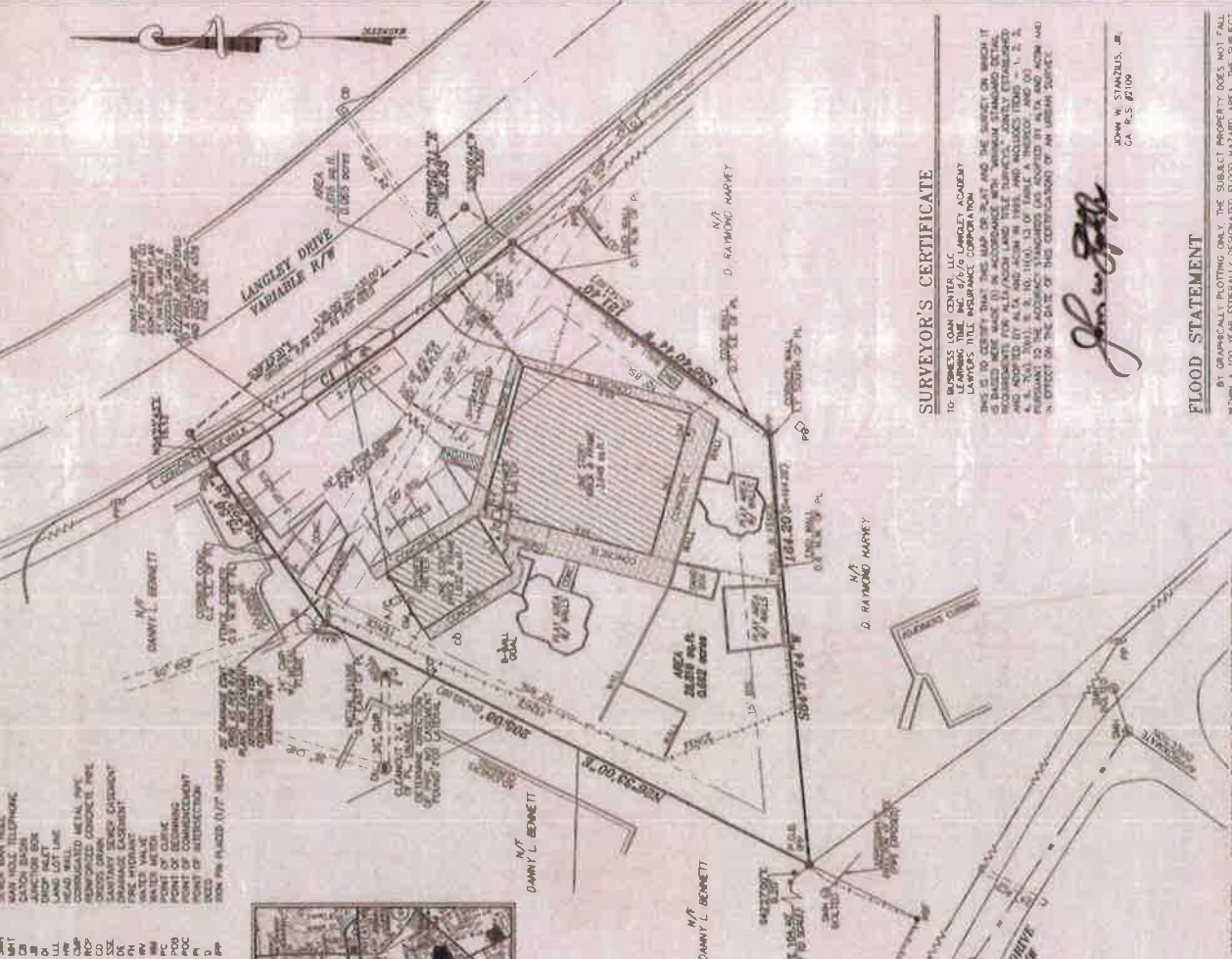
ALL THAT TRACT OR PARCEL OF LAND LYING AND OR BEING IN LAND LOT 143 OF THE 5TH DISTRICT OF QUINCY COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

SAND TRACT TO CONTAIN 28.016 SQ. FT.

[illegible]

CURVE TABLE					
	CURVE	LENGTH	RADIUS	CHORD	BEARING
	CI	109.10	755.65	109.01	S35°42'41"E



SURVEYOR'S CERTIFICATE

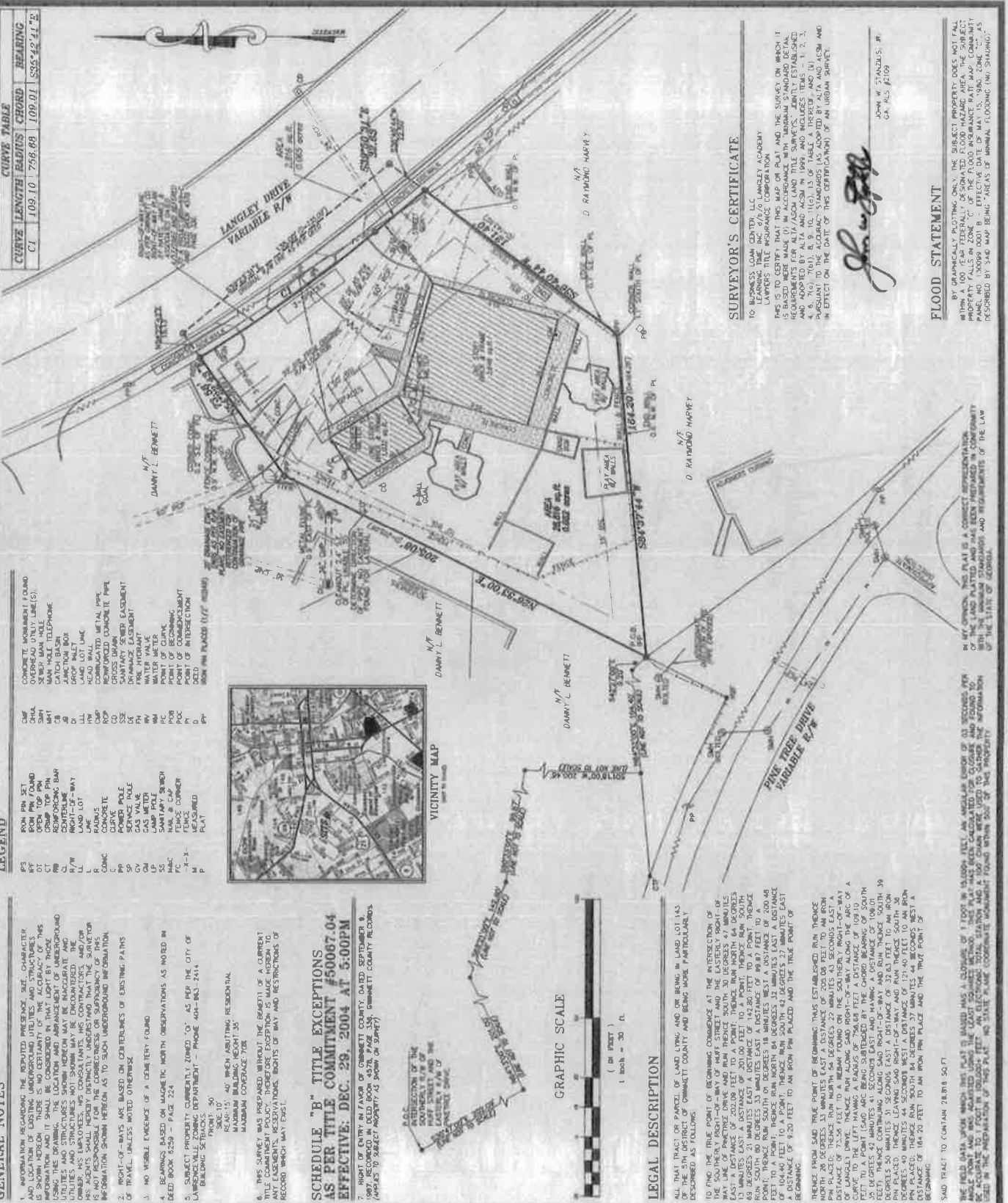
TO BUSINESS LOAN CENTER, LLC
LEARNING TIME ACADEMY
LAWYERS TITLE INSURANCE CORPORATION

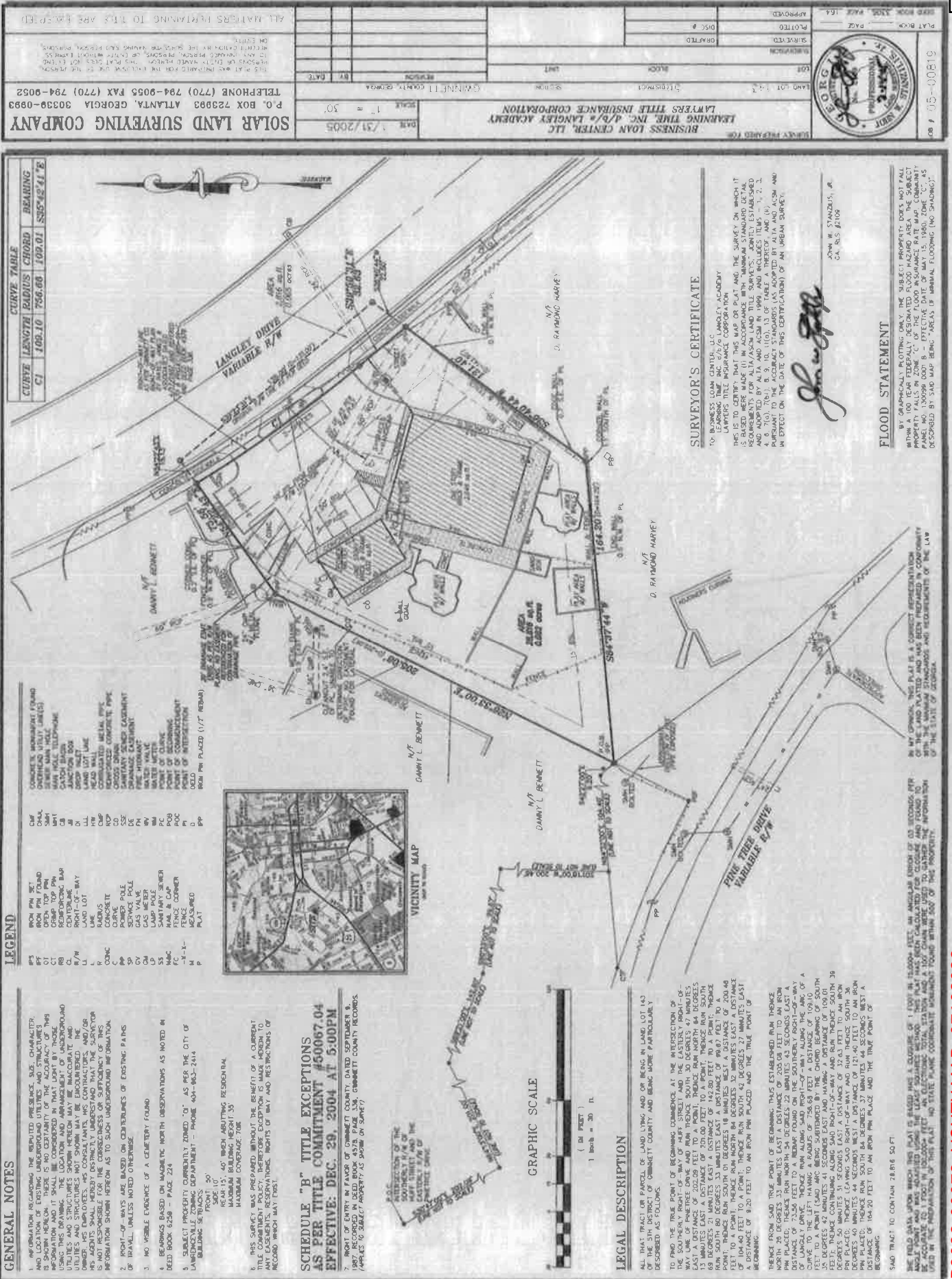
JOHN W STANZILLUS, JR
GA R.S #2109

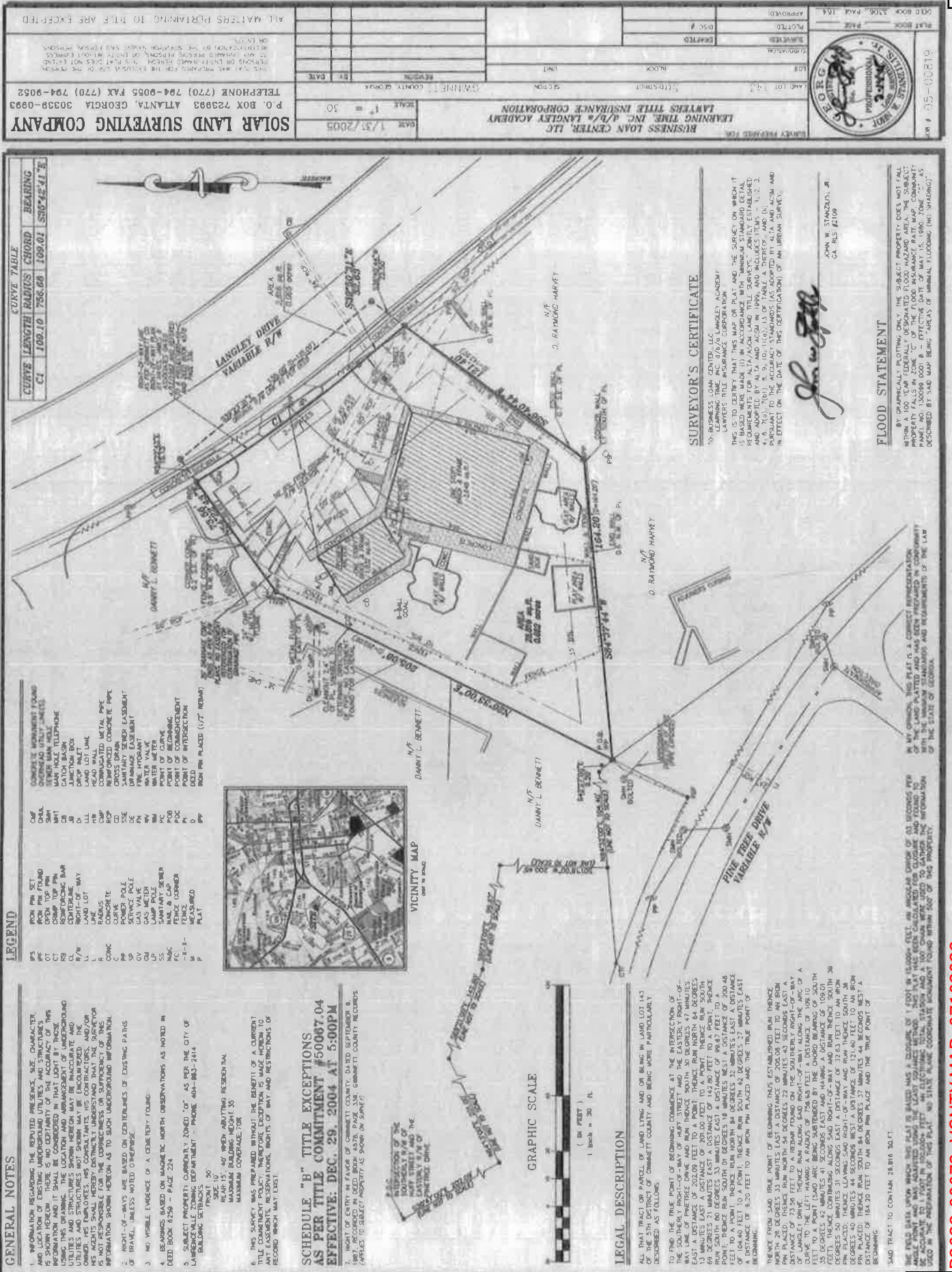
FLOOD STATEMENT

BY GRAPHICALLY PLOTTING ONLY, THE SUBJECT PROPERTY DOES NOT FALL WITHIN A 100 YEAR FEDERALLY DESIGNATED FLOOD HAZARD AREA. THE SUBJECT PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NO. 130099 0001 B - EFFECTIVE DATE OF MAY 15, 1980. ZONE "C" AS DESCRIBED BY SAID MAP BEING AREAS OF MINIMAL FLOODING (NO SHADING).

		STATE BOOK 2306 PAGE 214 APPROVED	
LAND LOT 141		PLOTTED DISC #	
SECTION TOWNSHIP RANGE		DATED BY	
COUNTY, GEORGIA		APPROVED	
DATE 1/23/2005 BY 1 = 30		ALL MATTERS PERTAINING TO THIS ARE EXPEDITED	



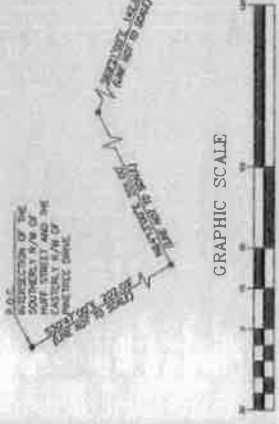




[illegible]

1. INFORMATION REGARDING THE REVISED PRESENCE, SIZE, CHARACTER, LOCATION, AND CONDITION OF THE SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INADEQUATE. THE UTILITIES AND STRUCTURES SHOWN MAY BE ENCOUNTERED. THE SHOWN HEREON SHALL HEREBY BECOME THE PROPERTY OF THE CITY OF PHOENIX. THE CITY OF PHOENIX IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION OF RIGHT. UNLESS NOTED OTHERWISE.
2. RIGHT-OF-WAYS ARE BASED ON CENTERLINES OF EXISTING PATHS OF TRAVEL.
3. NO POSITIVE EVIDENCE OF A COUNTRY FOUND.
4. BE AROUNDS BASED ON MAGNETIC NORTH OBSERVATIONS AS NOTED IN DEED BOOK 8250 - PAGE 224
5. SUBJECT PROPERTY CURRENTLY ZONED "O" AS PER THE CITY OF LAMARSHAW ZONING DEPARTMENT - PHONE 401-663-2814
6. BUILDING SETBACK FRONT 50' SIDE 10' REAR 10' 40' HIGH ADJUTING RECREATIONAL MAXIMUM BUILDING HEIGHT 35' MAXIMUM COVERAGE 70%
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT RECORDING OF ALL EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD WHICH MAY EXIST.

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



LEGAL DESCRIPTION

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

TO THE SOUTH POINT OF BEGINNING CORNER AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HIGH STREET AND THE EASTING RIGHT-OF-WAY OF PINEHURST DRIVE AND RUN THENCE SOUTH 30 DEGREES 47 MINUTES EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE RUN NORTH 64 DEGREES 00 MINUTES EAST A DISTANCE OF 14.00 FEET TO A POINT; THENCE RUN NORTH 60 DEGREES 21 MINUTES EAST A DISTANCE OF 14.00 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 33 MINUTES EAST A DISTANCE OF 19.67 FEET TO A POINT; THENCE RUN SOUTH 10 DEGREES 18 MINUTES WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE RUN SOUTH 21 DEGREES 27 MINUTES EAST A DISTANCE OF 10.40 FEET TO A POINT; THENCE RUN SOUTH 42 DEGREES 17 MINUTES EAST A DISTANCE OF 9.20 FEET TO AN IRON PIN PLACED AND THE SOUTH POINT OF BEGINNING.

[illegible]

SALD TRACT TO CONTAIN 20.816 SQ.FT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 15,000 FEET, AN ANGLE-AN ERROR OF 0.2 SECONDS PER ANGLE POINT AND WAS OBTAINED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALLED FOR CLOSURE AND FOUND TO BE AS ACCURATE AS 1 FOOT IN 10,000 FEET. AN ALTERNATE METHOD, LASSER, TOTAL STATION AND A LOG CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. NO STATE OR FINE COORDINATE MEASUREMENT FOUND WITHIN 50' OF THIS PROPERTY.

SURVEYOR'S CERTIFICATE

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

JENN W STANZULIS JR
CA RLS #2109

FLOOD STATEMENT

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

[illegible]



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00072

Applicant: Learning Time

Legend

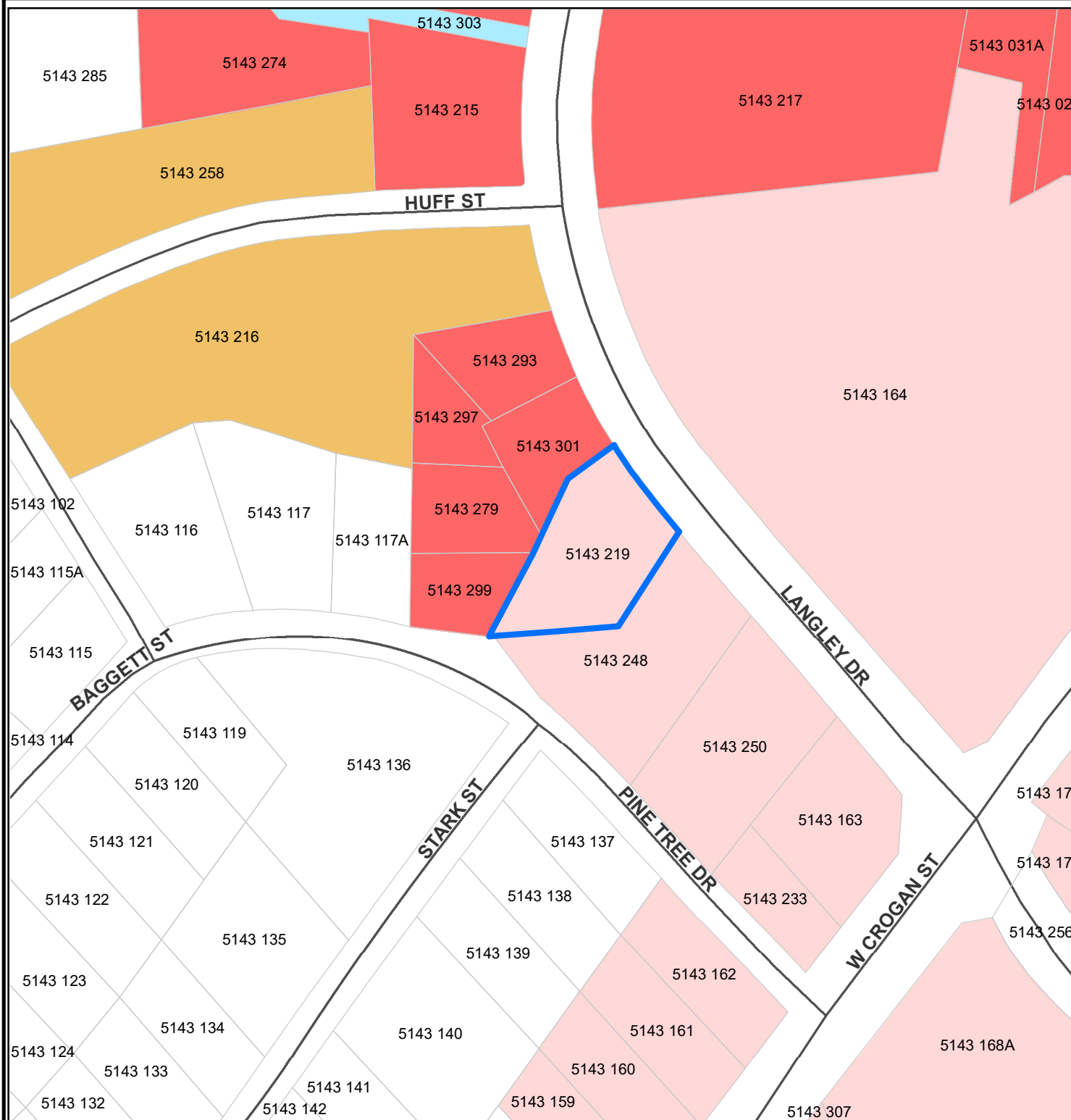
-  Subject Property
-  Parcels

Zoning Districts

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



0 95 190





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2022-00072

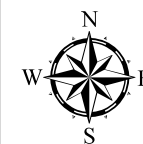
Applicant: Learning Time

Legend

-  Subject Property
-  Parcels

Zoning Districts

-  BG General Business
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-  Roads



0 95 190





LAWRENCEVILLE

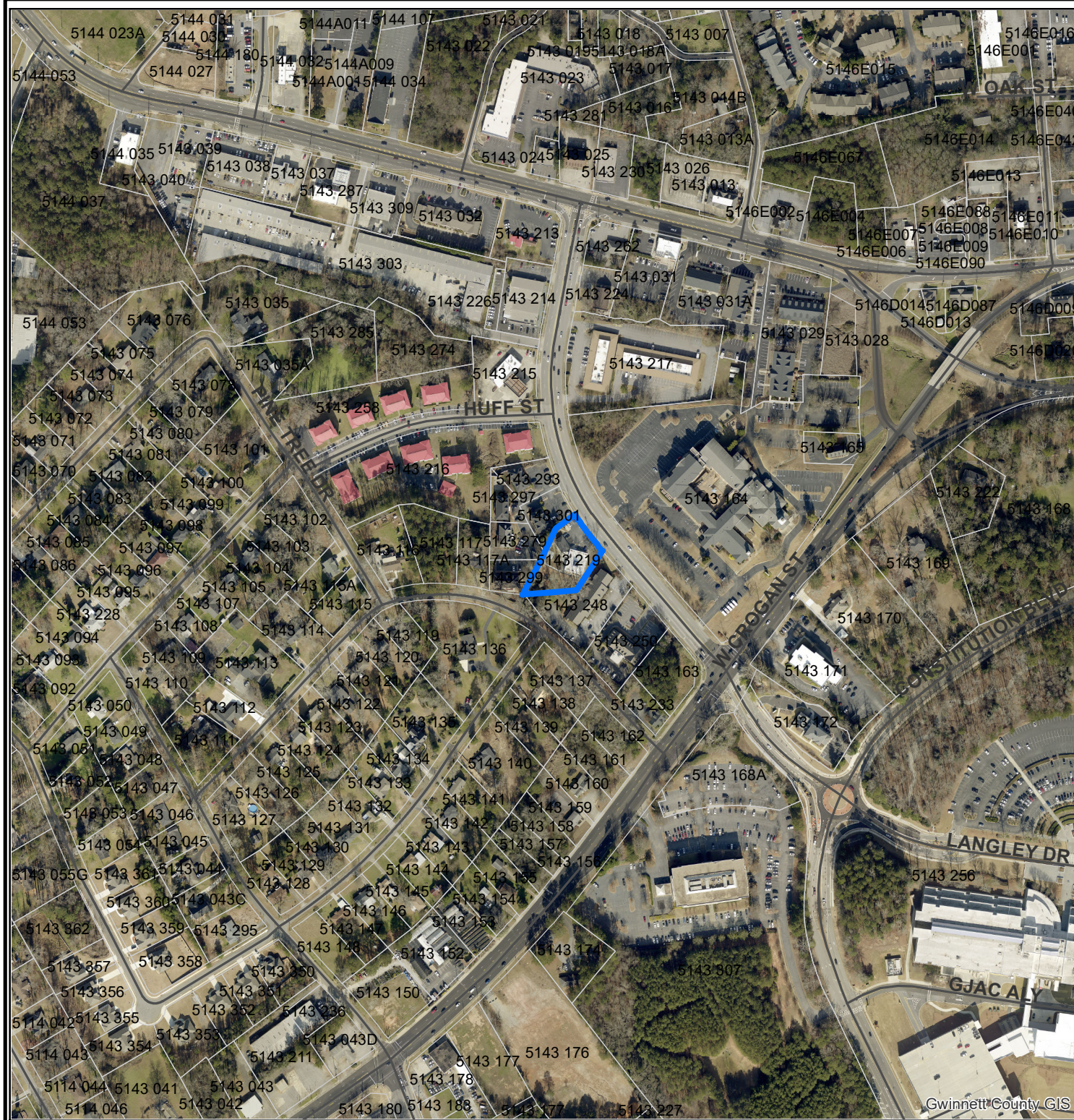
GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

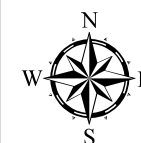
File # SUP2022-00072

Applicant: Learning Time



Legend

-  Subject Property
-  Parcels
-  Roads



0 230 460



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Wednesday, September 14, 2022

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

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

Department Recommendation: **Approval with Conditions**

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

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

Attachments/Exhibits:

- SUP2022-00073_MUNICODE_08152022
- SUP2022-00073_REPORT_08152022
- SUP2022-00073_P&D RECO COND_08152022
- SUP2022-00073_PC RECO COND_09062022
- SUP2022-00073_LEGAL_07072022
- SUP2022-00073_LOI_07072022

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

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT

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

ZONING HISTORY:

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

PROJECT DATA

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

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

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

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No comment.

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

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

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

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

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

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

The property has a reasonable economic use as currently zoned.

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

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

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

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

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

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

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08192022

SUP2022-00073

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

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

A. The following uses shall be prohibited:

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

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

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited;

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

D. Outdoor storage shall be prohibited;

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

2. To satisfy the following site development considerations:

A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

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

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

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

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

PLANNING COMMISSION

RECOMMENDED CONDITIONS_09062022

SUP2022-00073

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

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

A. The following uses shall be prohibited:

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

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

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited;

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

D. Outdoor storage shall be prohibited;

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

2. To satisfy the following site development considerations:

A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

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

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

Legal Description

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

Said tract containing 3.08 acres more or less.

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

July 7, 2022

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

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

Mr. Todd Hargrave:

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

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

Best regards,



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

P2022-00073_LOI_07072022



LAWRENCEVILLE

GEORGIA

SPECIAL USE APPLICATION

The application and all required documents must be complete and fees must be paid or the application will not be accepted.

Documents, exhibits and fees required at the time of application submittal:

1. Application Form (signed and notarized)
2. Disclosure of Campaign Contributions Form
3. Letter of Intent describing the proposed zoning change and development
4. Typed, metes and bounds Legal Description
5. Boundary survey (sealed by a Registered Land Surveyor)
6. Site Plan/Rezoning Exhibit: Provide one 11"x 17" copy and six full size copies:
 - a. Prepared by a Registered Land Surveyor, Professional Engineer or Landscape Architect
 - b. Drawn to scale of 1"= 50' or greater
 - c. Show property line data (metes and bounds) as well as existing infrastructure and existing site conditions, including:
 - i. Existing structures
 - ii. Full width of existing streets and intersecting streets
 - iii. Streams, stream buffers and impervious setbacks
 - iv. Flood hazard zones (reference source of data)
 - v. A vicinity map
 - d. Show proposed improvements, including:
 - i. Proposed buildings, setbacks, buffers and required screening
 - ii. Proposed streets, ingress/egress, driveways, sidewalks and parking
7. Application Fee
 - a. Payment may be made in cash, check or credit card (Visa, MasterCard). Please make checks payable to the City of Lawrenceville. One check is preferred.



LAWRENCEVILLE

GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

The applicant is required to notify all adjoining property owners (including those across any streets) of their intention to rezone the property. The notification shall be sent by Certified Mail and be postmarked no later than the published deadline contained in the Rezoning Schedule. A sample notification letter is provided at the end of this packet.

The written notice shall include:

1. Special Use case number
2. Dates, times and place of public hearings
3. Copy of the application
4. Applicant contact information
5. Letter of Intent
6. Site plan
7. Vicinity map

Proof that the notifications were mailed as required must be delivered to the Planning Department as soon as is feasible, but no later than 12:00 p.m. (noon) on the Wednesday prior to the Planning Commission meeting. Failure to submit the required proof of mailing will result in the application being tabled to the next month's meeting.

Notification Sign

The applicant is required to post a notification sign (provided by the Planning Department) in a clearly visible location on the property, at or near the public street, no later than the published deadline contained in the Rezoning Schedule. It is the responsibility of the applicant to insure that the notification sign remain on the property throughout the rezoning proceedings. (COPY TO BE GIVEN TO APPLICANT)

CASE NUMBER

7/6/22
DATE

David White
ACKNOWLEDGED BY (PRINT NAME)

David White
SIGNATURE

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

P2022-00073_APP_07072022



LAWRENCEVILLE

GEORGIA

PUBLIC HEARING PROCESS

The Applicant is required to appear at the Planning Commission Meeting, the City Council Work Session, and the City Council Public Hearing. Failure to attend a meeting may result in tabling of the application until the next meeting of that group. However, the Planning Commission and the City Council may act on the application should they so choose. Meeting dates, times and place are as published in the Rezoning Schedule.

1. Approximately one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be available at the Planning and Development office.
2. The applicant shall appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. Any opposition to the rezoning request will be given equal time to present its case. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.
3. The applicant shall be present at the City Council Work Session. The applicant may be asked to present their case, or to answer questions, at the desire of the City Council.
4. The applicant shall appear before the City Council for the Public Hearing. The applicant and any opposition will be given equal time to present their cases. The City Council may ask questions of the applicant and opposition prior to making their final decision regarding the application.
5. If the special use application is denied by the Mayor and City Council, any new application for the same use classification on subject property may not be submitted for at least twelve (12) months from the date of denial. Application for a different zoning classification may be submitted after six (6) months from the date of the denial.



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

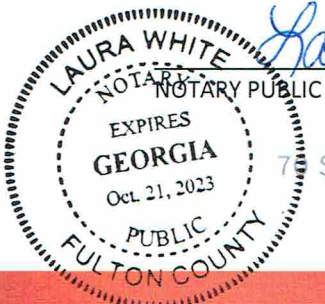
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>David White</u>	NAME: <u>Ann S Smith F/K/A Ann Street Wages</u>
ADDRESS: <u>500 Sun Valley Dr, Ste H3</u>	ADDRESS: <u>P.O. Box 1566</u>
CITY: <u>Roswell</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30076</u>	STATE: <u>GA</u> ZIP: 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

David White 7/6/22
SIGNATURE OF APPLICANT DATE

David White
TYPED OR PRINTED NAME

SIGNATURE OF OWNER DATE

Ann S Smith
TYPED OR PRINTED NAME



Laura White 7/6/22
NOTARY PUBLIC DATE

NOTARY PUBLIC DATE

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

P2022-00073_APP_07072022



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

If the answer is yes, please complete the following section: N/A

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

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



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER: 5 - 108 - 001
 (Map Reference Number) District Land Lot Parcel

David White
 Signature of Applicant

7/6/22
 Date

David White, Purchaser
 Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

 NAME

 TITLE

 DATE

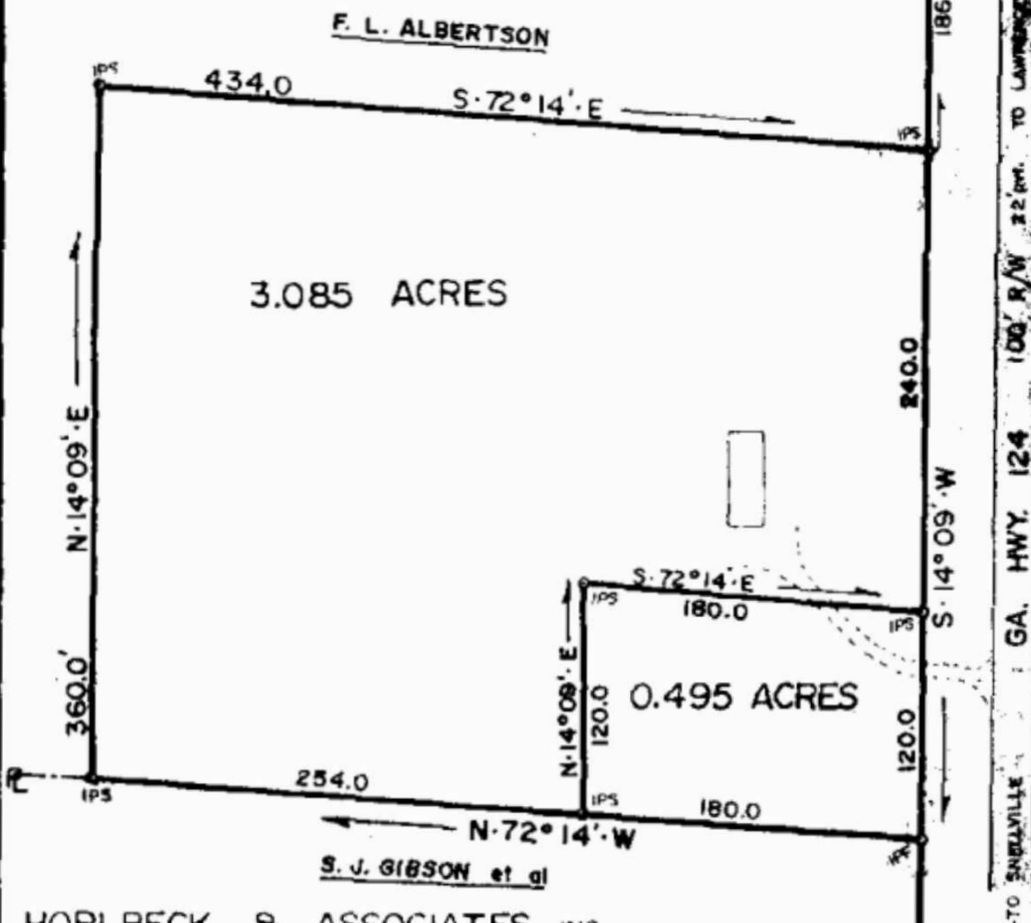
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 770.963.2414 • www.lawrencevillega.org

P2022-00073_APP_07072022

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

LEGEND:

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



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

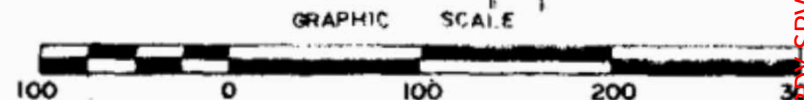
3.



K. Z. Hall



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



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

ROUTE-1 DACULA, GEORGIA

SURVEY FOR:
E. S. FOSTER

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

REVISIONS _____ 022



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



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

*The City of Lawrenceville
Planning & Development*

File # SUP2022-00073

Applicant: David White

Legend

☐ Subject Property

Parcels

Zoning Districts

 BG General Business

HSB Highway Service Business

— Roads



0 110 220



*The City of Lawrenceville
Planning & Development*

File # SUP2022-00073

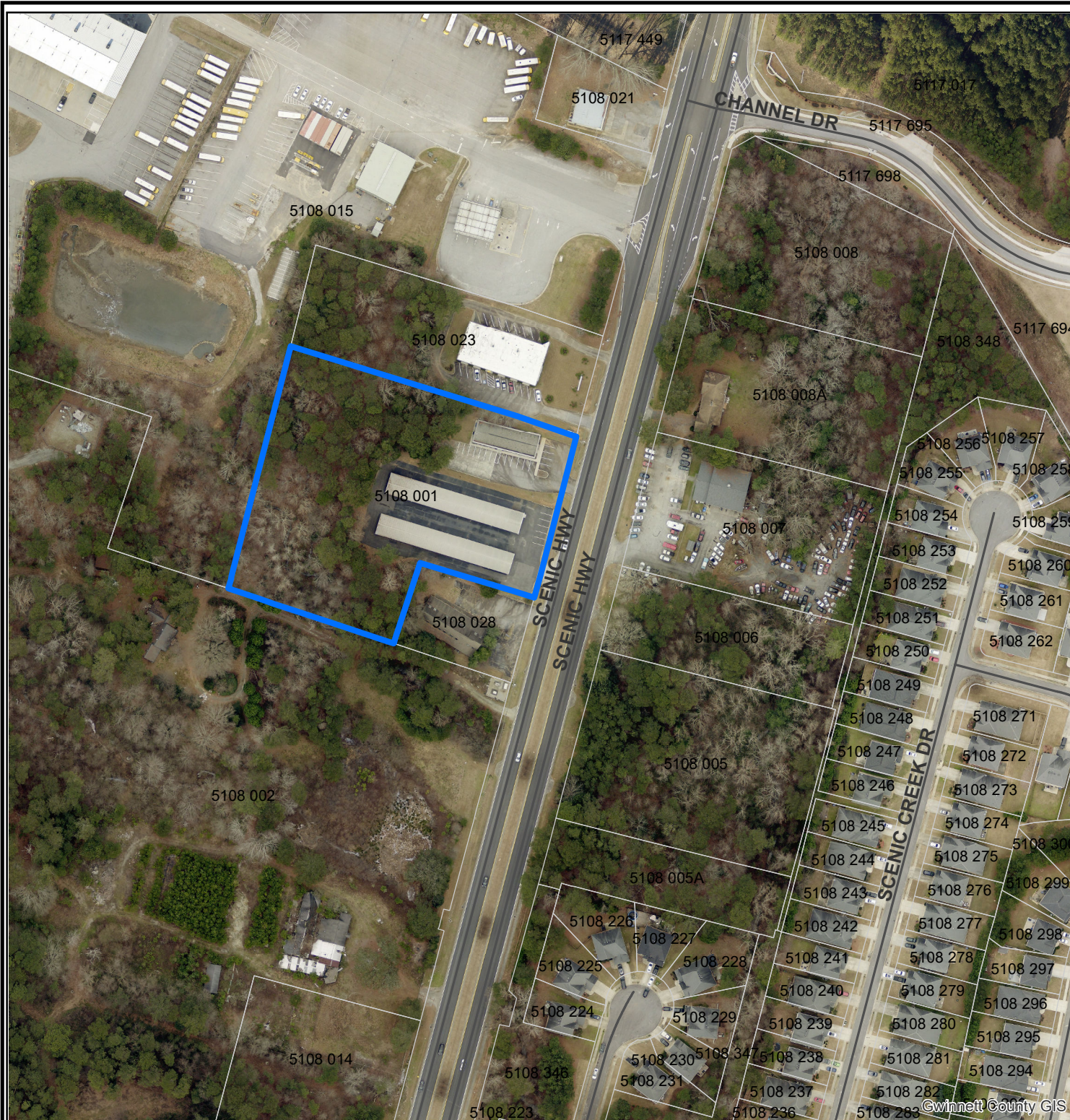
Applicant: David White

Legend

 Subject Property
 Parcels
 Roads



0 110 220





LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

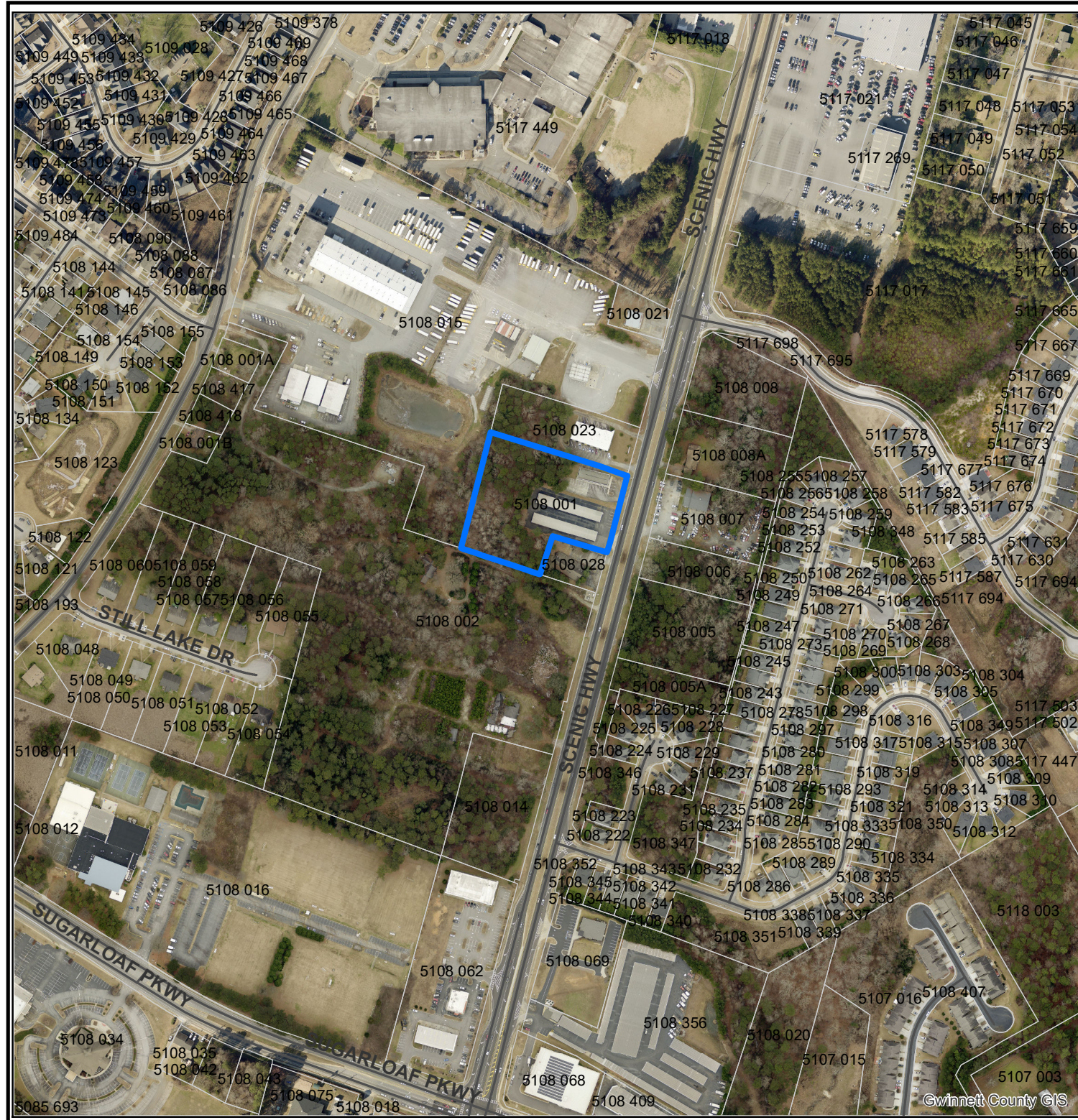
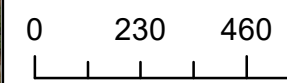
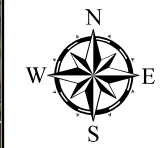
Location Map and Surrounding Zoning

File # SUP2022-00073

Applicant: David White

Legend

-  Subject Property
-  Parcels
-  Roads





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Wednesday, September 14, 2022

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

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

Department Recommendation: **Denial**

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

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

Attachments/Exhibits:

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

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

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING

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

ZONING HISTORY:

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

PROJECT DATA

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

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

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

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

GAS DEPARTMENT

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

CODE ENFORCEMENT

No comment.

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

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

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

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

The area along the eastern right-of-way of Grayson Highway has long suffered due to antiquated policies and lack of enforcement. New decisions must be consistent with the policies relating to the long range plans for the immediate area in order for the City to flourish.

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

The property has a reasonable economic use as currently zoned.

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

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

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

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

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

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

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_08152022

RZR2022-00011

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

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

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

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

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

approval of the Director of the Planning and Development Department.

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

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

B. RM-8 Townhouse Residential District – Attached Units

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

C. CMU Community Mixed Use District

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

Warranty Deed — Page 3

Exhibit "A"

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

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

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

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

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

Warranty Deed — Page 4

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

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

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

LETTER OF INTENT FOR REZONING

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

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

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Fairlane Captial LLC</u>	NAME: <u>Lorene T Bowen Trustee Credit Shelter Trust</u>
ADDRESS: <u>P.O. Box 2789</u>	ADDRESS: <u>130 Greenfield Way</u>
CITY: <u>Suwanee</u>	CITY: <u>Covington</u>
STATE: <u>GA</u> ZIP: <u>30024</u>	STATE: <u>GA</u> ZIP: <u>30016</u>
CONTACT PERSON: <u>Mike Embry</u> PHONE: <u>404-569-9756</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>Residential Vacant</u> REQUESTED ZONING DISTRICT: <u>RM-8</u>	
PARCEL NUMBER(S): <u>R5148-014</u> ACREAGE: <u>14</u>	
ADDRESS OF PROPERTY: <u>488 Grayson Highway</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

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



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

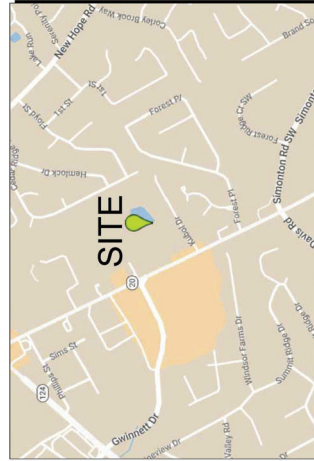
If the answer is yes, please complete the following section:

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

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

My 3-2-2022

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



SITE LOCATION MAP (NOT TO SCALE)



ADDRESS: 448 GRAYSON HIGHWAY
LAWRENCEVILLE
GWINNETT COUNTY

PARCEL INFO: 5148 014

SITE AREA: 14.0 ACRES

CURRENT ZONING: RS-150

PROPOSED ZONING: RM-8

[illegible]

PROPOSED DENSITY: 3.2 UNITS/ACRE

RM-8 LOT STANDARDS:

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

EXTERNAL SETBACK:

SIDE SETBACK

REAR SETBACK 20-FT

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

COMMON AREA REQUIRED 15%

MIN. TOWNHOUSE BLDG LENGTH

CABACE PARKING 2 SPACES//IN

DRIVEWAY PARKING
2 SPACES/DRIVEWAY
(01/1/2011)

ADDITIONAL PARKING
10 SPACES



ADDRESS: 448 GRAYSON HIGHWAY
LAWRENCEVILLE
GWINNETT COUNTY

PARCEL INFO: 5148 014

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

CURRENT ZONING: RS-150

PROPOSED ZONING: RM-8
(TOWNHOUSE RESIDENTIAL DISTRICT)

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

RM-8 LOT STANDARDS:

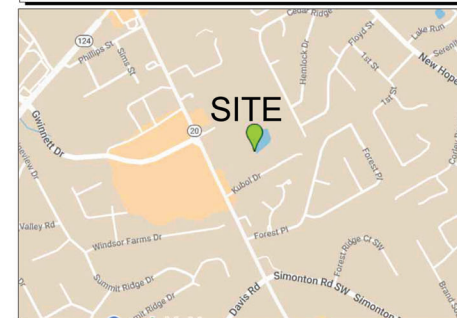
ZONING BUFFER: 25-FT (ABUTS RS-60)
50-FT (ABUTS RS-150)

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

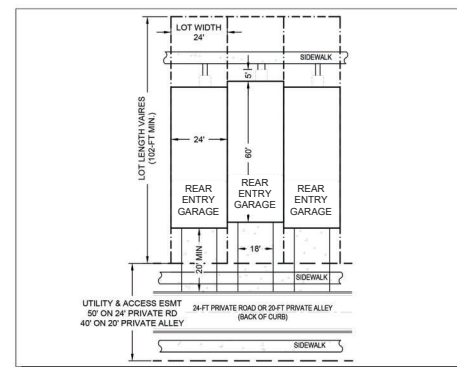
INTERNAL SETBACK: 20-FT GRASS STRIP
(BETWEEN BLDG & INTERIOR PRIVATE DRIVES)

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

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



SITE LOCATION MAP (NOT TO SCALE)



TYPICAL LOT CONFIGURATION

LDS

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

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

PROJ. # 22004

NOT FOR
CONSTRUCTION

07-09-2022

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

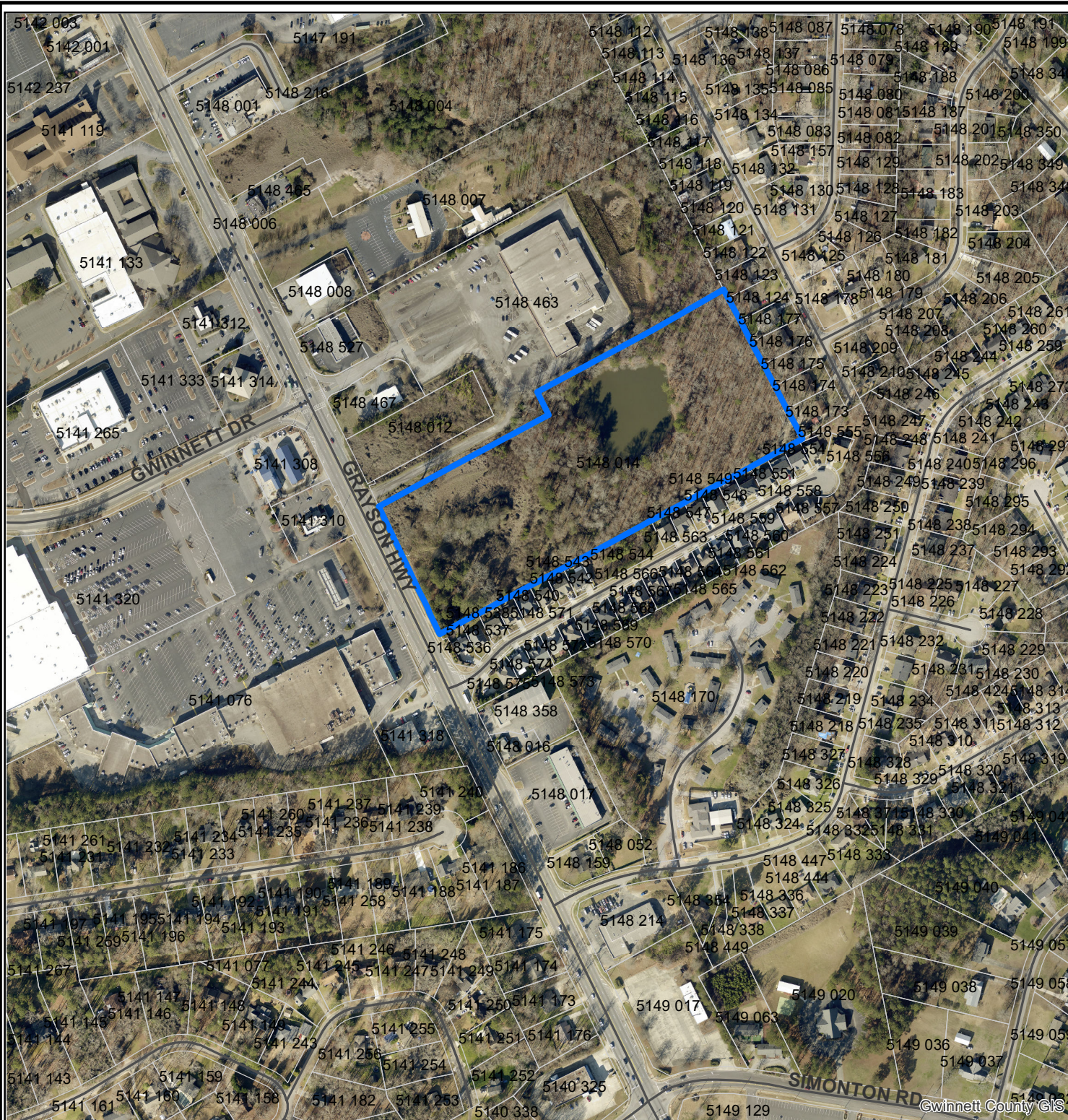
SHEET TITLE
CONCEPT SITE PLAN
SHEET NUMBER







Ashton T201 & Brayton T202 Front Load 24'



LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
Planning & Development

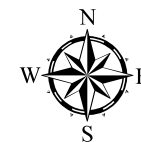
Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

-  Subject Property
-  Parcels
-  Roads



0 230 460

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

 Subject Property

Parcels

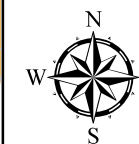
Zoning Districts

 BG General Business

OI Office Institutional

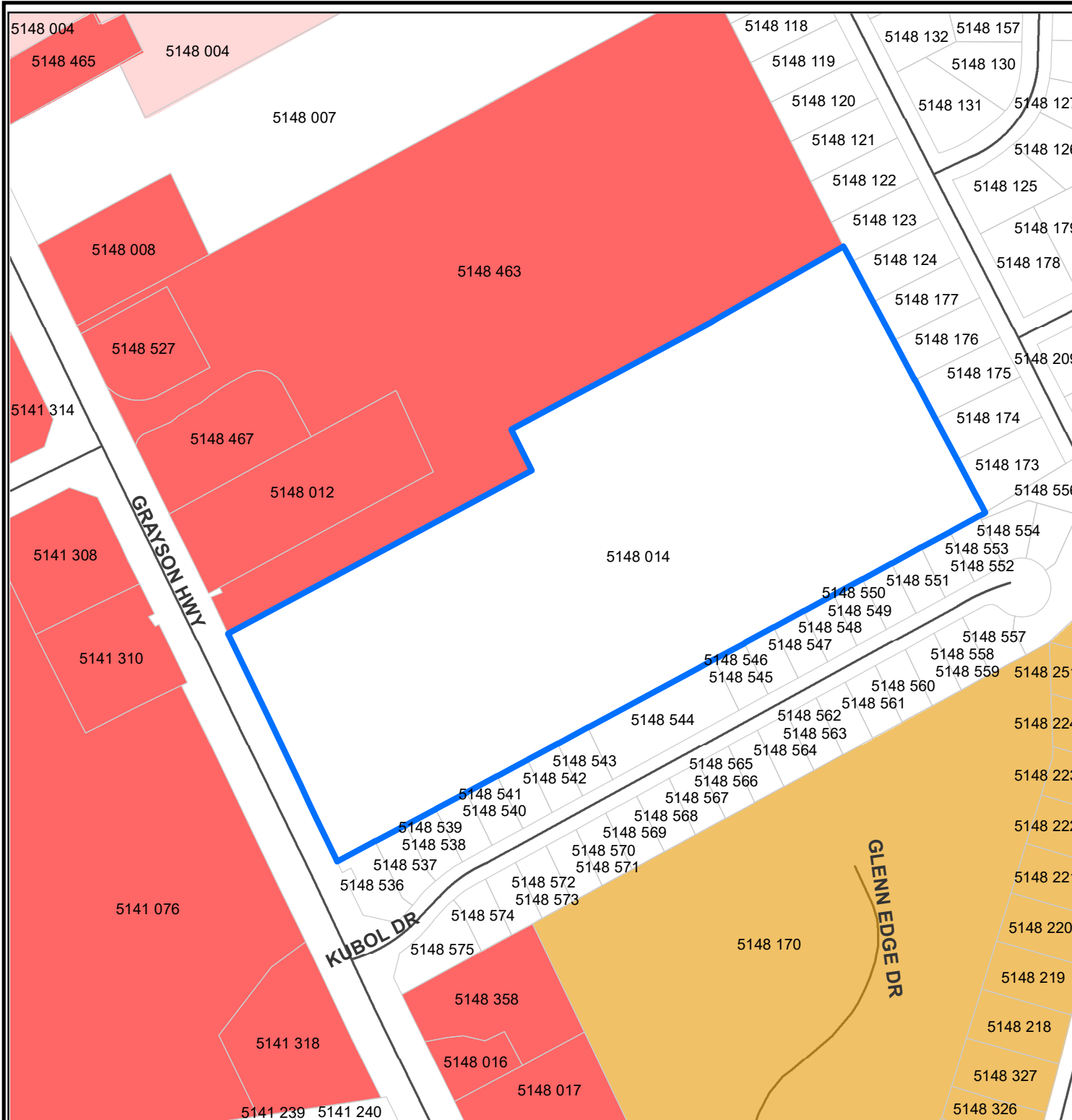
RM-12 General Residence

— Roads



0	125	250
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LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # RZR2022-00011

Applicant: Fairlane Capitol LLC

Legend

-  Subject Property
-  Parcels
-  Roads



0 125 250





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Valhall K-9 International
Department:	Police
Date of Meeting:	Wednesday, September 14, 2022
Fiscal Impact:	\$22,500.00
Presented By:	Captain Phil Byers
Action Requested:	Approval to Purchase Dual-Purpose K-9 to Replace Retired K-9 Ali to be Funded by Federal Asset Forfeiture 210-111111

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

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

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

Attachments/Exhibits:

Captain Byers Memo

Valhall K-9 International Proposal

Previous Quote from K-9 Mahx



LAWRENCEVILLE

POLICE DEPARTMENT

To: Interim Chief Myron Walker

From: Captain Philip Byers 

Date: August 23, 2022

Re: Purchase of K9

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

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

And

(1) 8 Week Handler Training

Lawrenceville Police Department - Dual Purpose K9 and Handler Training

5.

18 August 2022



LEAD OR BE LED!

VALHALL K-9
INTERNATIONAL
ALWAYS ON TARGET

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

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

CONFIDENTIAL



VALHALL K9 INTERNATIONAL. LEAD OR BE LED

Lawrenceville Police Department

Attn: Capt. Philip Byers

300 Jackson Street

Lawrenceville, GA 30046

Captain Byers,

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

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

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

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

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

Very Respectfully,

Peter Schnurrer

Owner, Valhall K-9 International

706-372-4351

info@valhallk9.com



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Summary

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

Recommendations

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



Figure 1. Detection Training

Proposed Offer

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

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

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

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

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

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



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

Deliverables:

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

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



Figure 2. Dual Purpose Training



Case Study

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

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

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



Figure 3. Apprehension Training

Capabilities Statement

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

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



Figure 4. Working Dog Bloodlines

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

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

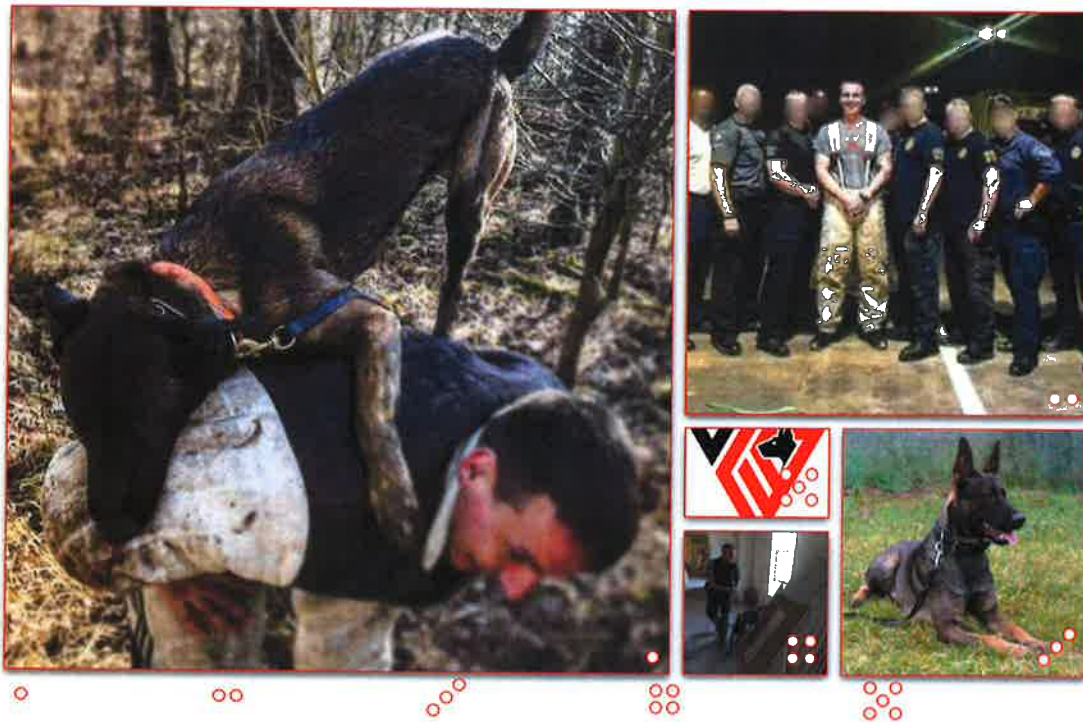


VALHALL K9 INTERNATIONAL. LEAD OR BE LED

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

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

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



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

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



VALHALL K9 INTERNATIONAL. LEAD OR BE LED

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

Key Personnel Bios



Peter Schnurrer, Founder, Lead Trainer

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

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

Education:

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

Accreditation:

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

Peter's Previous Employment History

US Army

MAR2005 - JUL2010

Section Leader, Recon Group, Infantry Unit

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

Southside Fire Department, Savannah GA

MAY2009 - APR2012

Firefighter and Emergency Medical Technician - Intermediate

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



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Georgia Ports Authority Police Department

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

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

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

JAN2010 – Present

Working Dog Behaviorist

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

Peter's Accreditation

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

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

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

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

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

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



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5.

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

Professional member of the International Association of Canine Professionals

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

Professional member of the International Association of Animal Behavior Consultants

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

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

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

Additional Accreditation

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



Stacie Schnurrer, Assistant Trainer, Chief Marketing Officer

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



VALHALL K9 INTERNATIONAL. LEAD OR BE LED



Matthew Palm, Managing Partner, Chief Operations Officer

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

Past Performance References

1. USDA – National Detector Dog Training Center

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

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

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

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

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

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

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

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

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



Quote 0913

Date

August 18, 2021

To

Lawrenceville Police Department

Ship To

Lawrenceville
PoliceDepartment

Instructions

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

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

Terms and Conditions:

This quote is valid for 90 days.

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

*See Terms and Conditions for warranty information.

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

Thank you for your business!

Vendor

Sign

Customer

Sign

Name and Title

Name and Title

Peter Schnurrer, CEO



Contractual Terms and Conditions

CONTRACT FOR K-9 SERVICES

Order Number: 0913

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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



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

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

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

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

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

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

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

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

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

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



limited.

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

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

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

Buyer:
Lawrenceville Police Department

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

Seller:
Valhall K-9 International LLC

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

VALHALLK-9 INTERNATIONAL

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



5.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Acquisition of 205 Culver Street
Department:	City Manager
Date of Meeting:	Wednesday, September 14, 2022
Fiscal Impact:	\$395,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the acquisition of 205 Culver Street for \$395,000.00

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

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

Attachments/Exhibits:

Purchase and Sale Agreement with Terry E Williams

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **TERRY E. WILLIAMS** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer" or "Purchaser") a Georgia Municipal Corporation.

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Agreement to Buy and Sell.**

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy approximately 0.34+/- acres of property known as 205 Culver Street represented as Gwinnett County Tax Parcel R5146D045 together with all rights, members, appurtenances and improvements thereto set forth herein.

2. **Purchase Price.**

(a) The purchase price for the said property shall be THREE HUNDRED NINTY FIVE THOUSAND AND ZERO CENTS (\$395,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. **Seller's Warranties and Representations.**

(a) Seller hereby warrants and represents that to the actual knowledge of the seller, without any independent investigation (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.

- iv) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Buyer. Buyer acknowledges that Seller may encumber the Property provided that the encumbrance contains a provision that the Property will be released free and clear of encumbrance at or before closing for an amount less than the Purchase Price.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vi) there are no encroachments upon the Property.
- vii) there are no deed restrictions or covenants that affect or apply to the Property.
- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.
- x) to the best of Seller's knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property and Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial

objects, cemeteries, sites or structures of historical significance located on or in such close proximity to the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

The purchase of the Property is contingent upon the substantial accuracy of the Seller's material representations and warranties.

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through and until October 28, 2022, Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph. This period shall be deemed the Inspection Period.

(b) Seller shall provide Buyer copies of all engineering reports, soil and percolation test reports, environmental studies or analyses, feasibility studies, surveys, and other documents, permits, title and hazardous insurance policies, or agreements affecting the Property to the extent that Seller has any of these in its possession within seven (7) business days following the Effective date of the Agreement.

5. Objections to Title.

On or before October 28, 2022, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed thirty days, to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Agreement and recover the earnest money, or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than January 27, 2023, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable limited warranty deed.
- ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Attorney and/or Title Company, be in such form and content acceptable to Buyer and Buyer's Attorney and/or Title Company and contain without limitation the following information: That:
 - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
 - b) the Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
 - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) there are no parties in possession of the Property being conveyed other than Seller.
 - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
- iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a "foreign person" as defined by the Internal Revenue Code.
- iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.

(c) Ad valorem taxes shall be prorated as of the date of closing.

(d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and all earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). The Earnest Money shall be paid to the law firm of Thompson, Sweeny, Kinsinger & Pereira, P.C. and held in escrow. At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If the sale of the Property does not close because of Buyer's Default, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. If Seller defaults under this Agreement, Seller acknowledges that the Buyer will suffer significant damages and costs, the total of which would be difficult or impossible to ascertain.

9. Broker.

The Seller and Buyer hereby warrants and covenants that the Buyer does not have any real estate brokers or agents involved in this transaction representing the Buyer. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

BUYER: City of Lawrenceville, Georgia
70 S Clayton St
P.O. Box 2200
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, City Manager

Copy To: Thompson, Sweeny, Kinsinger & Pereira, P.C.
P.O. Box 1250 Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Fax No: 770-822-2913

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

11. Miscellaneous.

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

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

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

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

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

(f) **Effective Date.** The Effective Date of the Agreement shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

12. **Modification of Contract.**

No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

13. **Entire Contract.**

This Agreement constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

14. **Mutual Drafting.**

Each party has participated in the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. **Survival of Contract.**

This Agreement shall not be merged into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the property shall survive the closing.

16. **Special Stipulations.**

(a) None

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

TERRY E WILLIAMS



Title: _____

SELLER

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

CITY OF LAWRENCEVILLE, GEORGIA

Title: _____

BUYER



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Provision of Landscape and Maintenance Services on an Annual Contract
Department:	Public Works
Date of Meeting:	Wednesday, September 14, 2022
Fiscal Impact:	\$500,000.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Approval to renew Provision of Landscape and Maintenance Services on an Annual Contract to Russell Landscape, LLC in the amount of \$500,000.00.

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

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

First renewal: \$425,000.00.

Second renewal: \$425,000.00.

Third renewal: \$400,000.00.

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

Attachments/Exhibits:

Cost Tabulation

RP006-18

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

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

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

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

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	View Point Co-Responder Amended Contract for Behavioral Health Services
Department:	Police
Date of Meeting:	Wednesday, September 14, 2022
Fiscal Impact:	\$125,000.00 - \$152,000.00
Presented By:	Officer Jacob Baird
Action Requested:	Select and Approve Contractual Option

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

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

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

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

Concurrences: Project FIRST.

Attachments/Exhibits:
Proposed amended contract



Contract for Services



BETWEEN:

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

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

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

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

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

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

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

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

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

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

D. Responsibilities of View Point Health:

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

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

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

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

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

E. Responsibilities of the Lawrenceville Police Department:

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

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

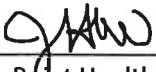
VPH and the Lawrenceville Police Department agree that their designated representatives will meet monthly to evaluate the program's progress. Issues that hinder progress will be addressed in a timely and collaborative manner. A monthly report will be provided by VPH on PMHC's activity.

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

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

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

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



View Point Health
Jennifer S. Hibbard
Chief Executive Officer

David Still
Mayor
City of Lawrenceville



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 14, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way
Department:	City Manager
Date of Meeting:	Wednesday, September 14, 2022
Fiscal Impact:	Revenue
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way

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

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

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

Attachments/Exhibits: Draft lease

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

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

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

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

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

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

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

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

3. Notices:

Notice to the TENANT shall be delivered to:

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

Notice to the CITY shall be delivered to:

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

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

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

It is so agreed this _____ day of September 2022.

LAWRENCEVILLE IMPACT 46, INC

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
Jen Young, Executive Director

By: _____
David R. Still, Mayor

ATTEST: _____
Secretary

ATTEST: _____
Karen Pierce, Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: DISCUSSION

Item: Parking Requirements in Residential Areas; Article 5: Parking

Department: Planning and Development

Date of Meeting: Wednesday, September 14, 2022

Presented By: Todd Hargrave, Director of Planning and Development

Action Requested: Discussion

Summary: Discussion on Parking Requirements in Residential Areas. This includes street parking, four (4) car limit, parking on grass, boats, RVs, etc., and oversized vehicles like sprinter vans.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

Item: Diversity, Equity & Inclusion Discussion

Department: Community Relations

Date of Meeting: Wednesday, September 14, 2022

Fiscal Impact: \$0

Presented By: Jasmine Billings, Community Development Manager

Action Requested: Informational

Summary: Jasmine Billings will share insights into the City of Lawrenceville's Diversity, Equity & Inclusion Plan that has evolved into the creation of an employee-led program and additional trainings supported by ReCAST (Resiliency in Communities After Stress and Trauma).

Attachments/Exhibits:
ReCAST DEI



Diversity, Equity & Inclusion Committee

Table of Contents

- History of DEI discussions in the city
- ReCAST Needs Assessment
- ReCAST Goals
- Cities Championing internal-DEI committees
- Employee-Led Committee
- ReCAST Year 2
- Cities Championing external-DEI commissions



History

- **June 2020** – City Protests
- **July 2020** – Mayor provides Proclamation for Social and Racial Justice.
- **Late 2020/Early 2021** – Joint submission of RECAST Grant
City of Lawrenceville, Impact 46, Georgia Center for Opportunity,
and Families First
- **Spring 2021** – Initial *Draft* of Diversity and Inclusion Committee and plan for
submittal of FY 2022 budget request



History

- **June 2021** – Approval of City FY 2022 Budget with \$75,600 for Diversity and Inclusion City Employee Committee.
- **July 2021** – Notice from SAMHSA of 5 year funding award to City of Lawrenceville for ReCAST Grant
- **August 2021** – Mayor attended Georgia Municipal Association Diversity Equity & Inclusion Training
- **September 2021** – Presentation to Council regarding the award of SAMHSA's ReCAST Grant



History

- **September 2021** – Press Release Announcement of SAMHSA ReCAST award to the City of Lawrenceville
- **December 2021** – Council Approval of ReCAST Advisory Board Ordinance
- **June 2022** – During the June 2022 Work Session, staff made a presentation to Council concerning the ReCAST Strategic Plan – A copy of the 150 page document was provided to Council



ReCAST Needs Assessment

[Areas of Improvement]

1. Lack of civics education and understanding of **local governmental policies and procedures.**
2. Lack of **trauma informed practices.**
3. Lack of a cohesive system to address **social determinants of health.**
4. Lack of **community engagement**
5. Lack of **diversity and cultural competency.**



ReCAST Goals

- Increase well-being, resiliency, and community healing through community-based, participatory approaches (Addresses Needs: 1, 4)
- Increase community and youth engagement, leadership development, improved governance, and capacity building by creating community change through community-based, participatory approaches (4, 5)
- Increase access to trauma-informed community behavioral health resources through more equitable access (2, 3)
- **Increase the level of cultural competency of the City of Lawrenceville's employees and citizens to promote understanding and developmentally appropriate city-led policies and programs (2, 5)**
- Strengthen the integration of community-based services addressing the social determinants of health for high-risk youth and their families (Addresses Need: 3)



Goal 4 / Increase the level of cultural competency of the City of Lawrenceville's employees and citizens to promote understanding and developmentally appropriate city-led policies and programs

- Creating a employee-led diversity and inclusion council at the City of Lawrenceville
- Delivering diversity and inclusion training to City staff.



Cities Championing D&I

City of Griffin – “EDIT”

- Launched in September 2020
- Defined Diversity & Inclusion
- Created goals & tasks
- Created Structure – Meeting schedules, Term limits, Recruitment, etc.
- Strategic Plan



Diversity, Equity & Inclusion Committee – Draft Plan

- **Employee-led** Committee
- **Recruit** ~12 staff members
- **Collaborate** to design, build, and advance diversity and inclusion initiatives city-wide through **education, training, opportunities, awareness, observances, and communication**
- Work together to **build the foundation** through goal setting
- Serve as a soundboard that elevates the unique ideas and innovations here in **Lawrenceville**.
- Collaborate with **Georgia Municipal Association**



Next Steps

➤ Recruitment

- Staff, department heads, and informational sessions at city buildings

➤ DEI Training

- Georgia Municipal Association
- 8 sessions beginning mid-September – October
- Aims to help employees remove and recognize the importance of respecting differences, embracing equity, creating inclusion, and nurturing more civil workplace cultures.





RECAST
LAWRENCEVILLE

Year 2

To connect and empower
Lawrenceville youth and families
to build a stronger **community**.



Goal 4 / Increase the level of cultural competency of the City of Lawrenceville's employees and citizens to promote understanding and developmentally appropriate city-led policies and programs

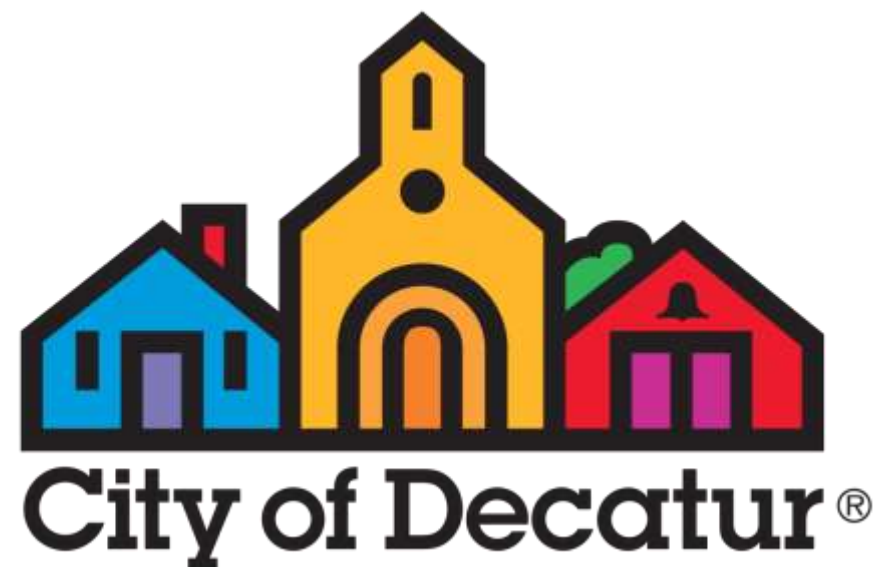
- Expand the DEI Council to include diverse citizen representation
- Leverage training to develop and deliver youth and community facing implicit bias workshops and webinars available six (6) times per year



Cities Championing DEI

City of Decatur – Better Together Community Action Plan

- Decatur City Commission established the Better Together Advisory Board in 2016
- 800 citizens contributed a combined total of 1,300+ hours to create the [Better Together Community Action Plan for Equity, Inclusion and Engagement](#).
- The plan contains specific action items for individuals, organizations, and local government to undertake in order to cultivate a just, welcoming, inclusive, equitable and compassionate city.



Cities Championing DEI

Athens-Clark County – [Athens Together](#)

- Inclusion Office, created in 2019 by Mayor and Commission
- 9 Focus Areas identified by Task Force
- Developed a Strategic Plan
- External Programming: ATHistory Podcast – Athens Stories x Athens People

**CAN WE CREATE A
BETTER ATHENS?**

ATHENS TOGETHER



To connect and empower
Lawrenceville youth and families
to build a stronger **community**.





RECAST
LAWRENCEVILLE

Questions?



RECAST
LAWRENCEVILLE

Thank You



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 14, 2022

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Discussion of Electric Utility Rates
Department:	Finance
Date of Meeting:	Wednesday, September 14, 2022
Fiscal Impact:	Increases Electric Revenues to support on-going operations
Presented By:	Keith Lee, Chief Financial Officer Huston Gillis, Electric Director
Action Requested:	Consideration of Updated Electric Rates and amendment to electric utility rate ordinances.

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

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

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

Fiscal Impact:	Will reduce a project shortfall in the Electric Fund
Attachments/Exhibits:	PowerPoint presentation

ELECTRIC RATE PROPOSAL

September 14, 2022





Agenda

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



Overview (Projected Transfers)

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

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



Overview (Expense Projection)

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

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

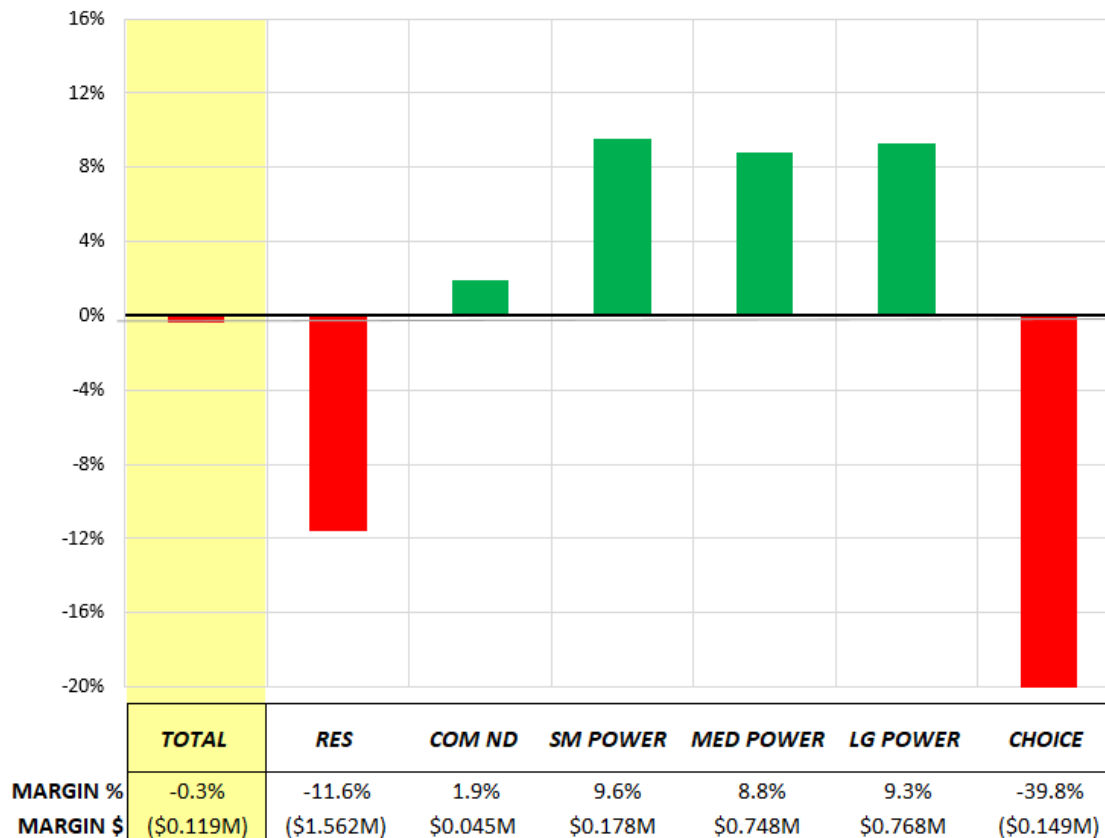


Overview

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



Overview (COS: Margin %)



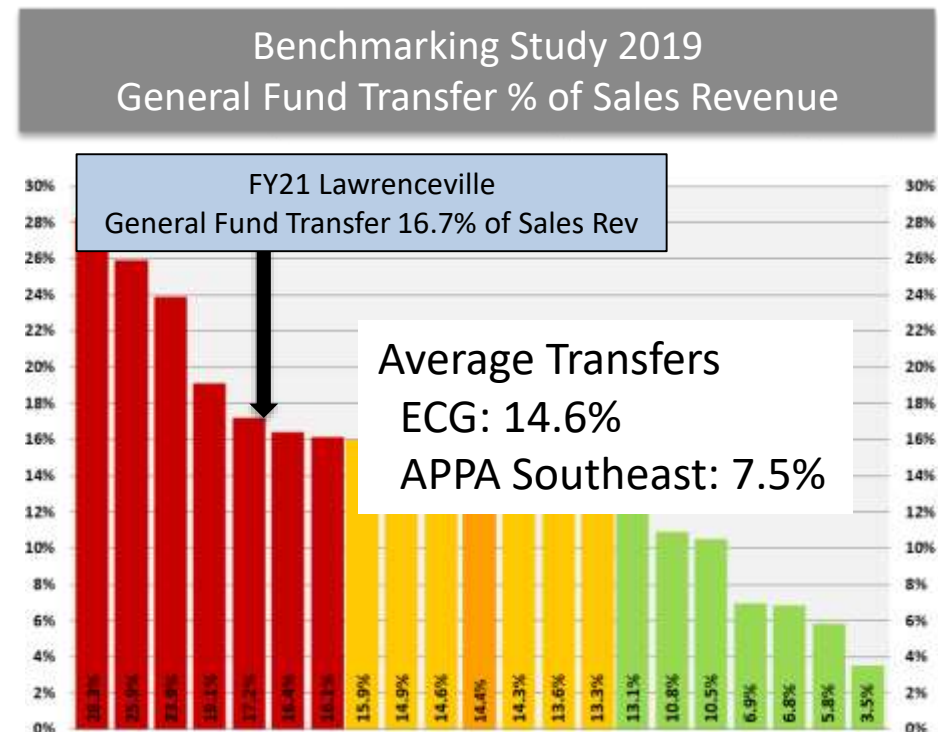
Residential & Choice
subsidized by Commercial
classes



Overview (General Fund Transfers)

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

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





Recommendations

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



Recommendations (Changes)

3-Year Rate Plan

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

Re-evaluate in 2025

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

Georgia Power:

June 2022 Rate Filing

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



Residential

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



Residential

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



Residential

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

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



Residential





Residential Option

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



Commercial Non-Demand

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



Commercial Non-Demand

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



Commercial Non-Demand

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

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



Commercial Non-Demand





Small Power Commercial

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



Small Power Commercial

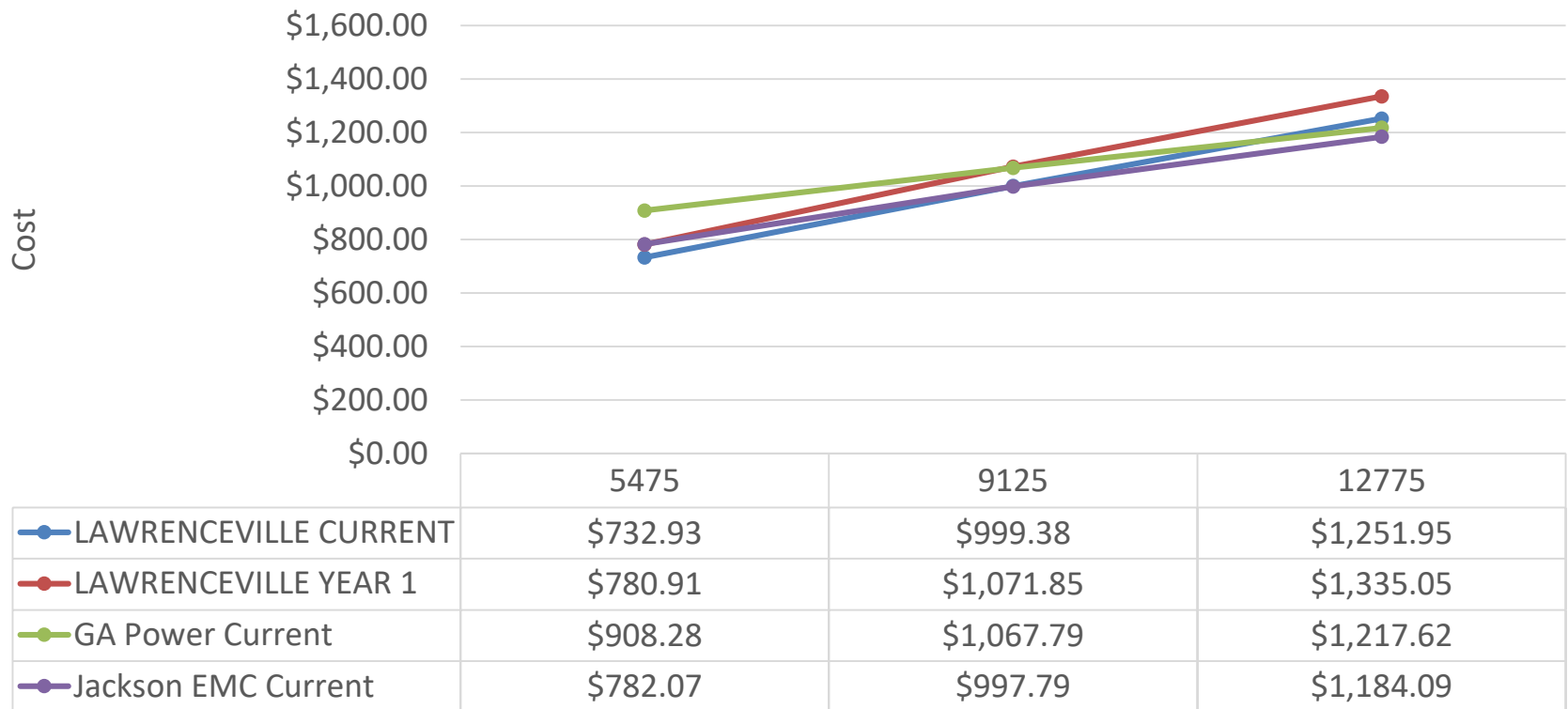
KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
5475	\$732.93	\$908.28	\$782.07	\$780.91	\$804.42	\$817.92
9125	\$999.38	\$1,067.79	\$997.79	\$1,071.85	\$1,098.86	\$1,108.53
12775	\$1,251.95	\$1,217.62	\$1,184.09	\$1,335.05	\$1,365.56	\$1,371.40

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

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



Small Power Commercial





Medium Power Commercial

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



Medium Power Commercial

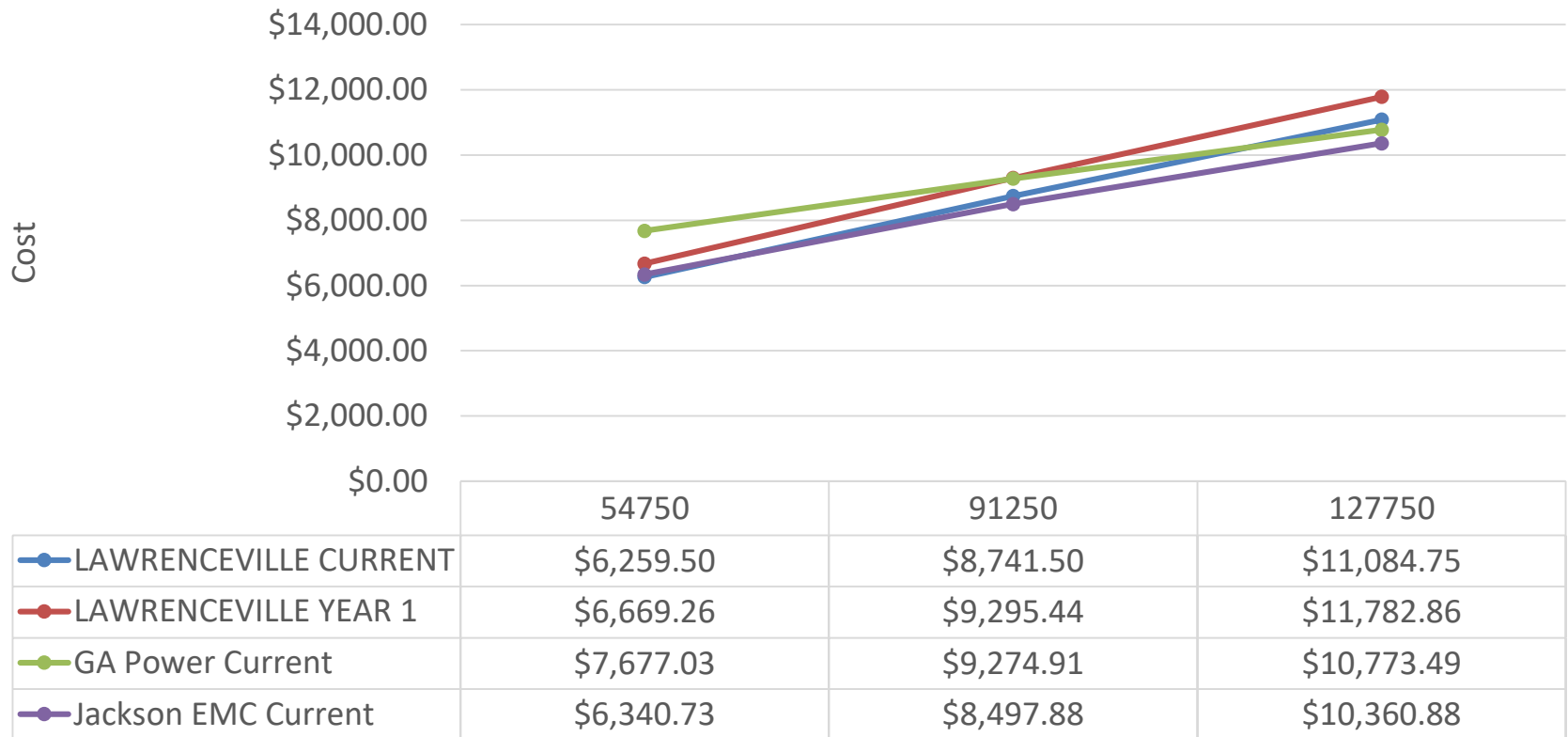
KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
54,750	\$6,259.50	\$7,677.03	\$6,340.73	\$6,669.26	\$6,839.14	\$6,906.60
91,250	\$8,741.50	\$9,274.91	\$8,497.88	\$9,295.44	\$9,491.23	\$9,512.34
127,750	\$11,084.75	\$10,773.49	\$10,360.88	\$11,782.86	\$12,004.57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

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

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



Medium Power Commercial





Large Power Commercial

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



Large Power Commercial

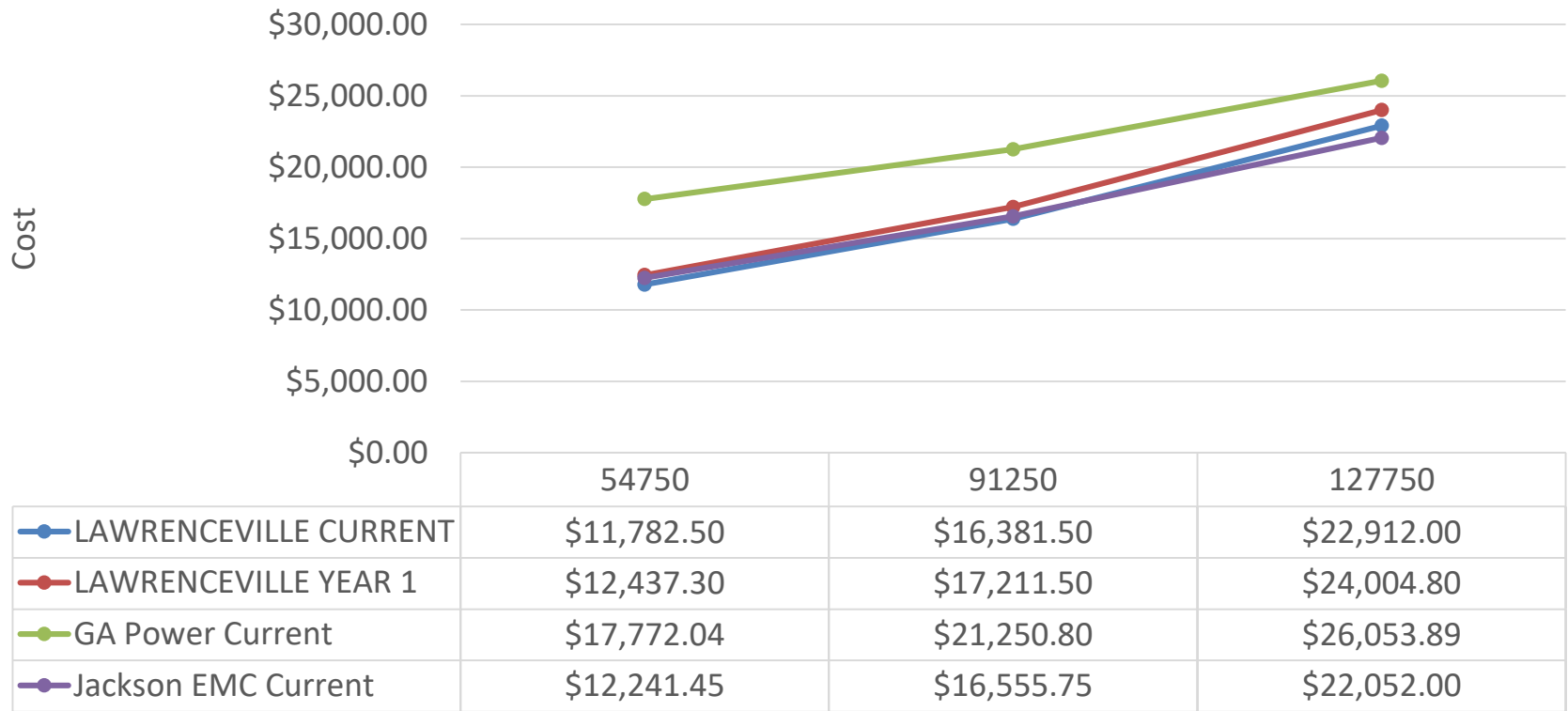
KWH/MO	LAWRENCEVILLE CURRENT	GA Power Current	Jackson EMC Current	YEAR 1	YEAR 2	YEAR 3
54,750	\$11,782.50	\$17,772.04	\$12,241.45	\$12,437.30	\$12,701.45	\$12,931.88
91,250	\$16,381.50	\$21,250.80	\$16,555.75	\$17,211.50	\$17,469.08	\$17,679.80
127,750	\$22,912.00	\$26,053.89	\$22,052.00	\$24,004.80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

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

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



Large Power Commercial





Solar

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



Distributed Generation (DG)

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



Security Lighting Rates

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



Questions?