



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, September 25, 2023
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Manager of Marketing and Communications

Approval of Prior Meeting Minutes

2. August 28, 2023 Regular and Executive Session Minutes
3. September 11, 2023 Special Call, Work Session and Executive Session Minutes

Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

- [4.](#) Lawrenceville Police Parking Improvements Project

- [5.](#) 2023 Annual LMIG Resurfacing Project
- [6.](#) Change Order 1 for the Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC
- [7.](#) Right-of-Way Maintenance Services on an Annual Contract
- [8.](#) Intergovernmental Agreement with Gwinnett County Water and Sewerage Authority for Implementation of the Sandalwood Water Improvement Project
- [9.](#) Tax Allocation District Intergovernmental Agreement Modification

Public Hearing New Business

Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

- [10.](#) CIC2023-00010; Hearthside Lawrenceville, LP c/o Dennis J. Webb, Jr. – Smith, Gambrell & Russell, LLP; 213 Scenic Highway

Council Business New Business

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

- [11.](#) Acquisition of 2555 University Parkway

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 25, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Lawrenceville Police Parking Improvements Project
- Department:** Engineering
- Date of Meeting:** Monday, September 25, 2023
- Fiscal Impact:** \$148,966.60
- Presented By:** Jim Wright, Public Works Director
- Action Requested:** Award Lawrenceville Police Parking Improvements Project to low bidder, Smith & Co., Inc., amount not to exceed \$148,966.60. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of, but is not limited to, demolition, grading, paving, striping, erosion control, and curb & gutter to expand the rear parking area at Police Headquarters.

Fiscal Impact: Amount not to exceed \$148,966.60. This contract is funded by the Speed Zone Camera Fund (2853210.541000) Project 09-025.

Attachments/Exhibits:

Bid Tabulation

**SB004-24
Lawrenceville Police Parking Improvements Project
Engineering Department**

				A&S Paving, Inc.		BM&K Construction, Inc.		CGS	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$12,000.00	\$12,000.00	\$60,000.00	\$60,000.00	\$5,500.00	\$5,500.00
2	Grading Complete	1	LS	\$88,300.00	\$88,300.00	\$55,000.00	\$55,000.00	\$35,829.21	\$35,829.21
3	Asphalt Paving	760	SY	\$66.50	\$50,540.00	\$70.00	\$53,200.00	\$125.00	\$95,000.00
4	Striping	1	LS	\$8,000.00	\$8,000.00	\$1,150.00	\$1,150.00	\$3,000.00	\$3,000.00
5	24" Curb and Gutter	400	LF	\$48.00	\$19,200.00	\$40.00	\$16,000.00	\$45.00	\$18,000.00
6	Landscape Wall (Modular Split-Faced Block)	50	LF	\$400.00	\$20,000.00	\$100.00	\$5,000.00	\$230.00	\$11,500.00
7	1019A Storm Drain Inlet W/ Hood (Doghouse)	1	EA	\$14,500.00	\$14,500.00	\$15,000.00	\$15,000.00	\$14,500.00	\$14,500.00
8	Sediment Erosion Control	1	LS	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
TOTAL					\$216,540.00		\$215,350.00		\$185,329.21

				PE Structures & Associates, LLC		Smith & Co., Inc.		Woodwind Construction Company, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$10,700.00	\$10,700.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2	Grading Complete	1	LS	\$53,600.00	\$53,600.00	\$60,890.00	\$60,890.00	\$54,400.00	\$54,400.00
3	Asphalt Paving	760	SY	\$92.00	\$69,920.00	\$53.61	\$40,743.60	\$90.00	\$68,400.00
4	Striping	1	LS	\$2,430.00	\$2,430.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
5	24" Curb and Gutter	400	LF	\$17.00	\$6,800.00	\$27.15	\$10,860.00	\$40.00	\$16,000.00
6	Landscape Wall (Modular Split-Faced Block)	50	LF	\$402.00	\$20,100.00	\$147.00	\$7,350.00	\$120.00	\$6,000.00
7	1019A Storm Drain Inlet W/ Hood (Doghouse)	1	EA	\$26,200.00	\$26,200.00	\$17,270.00	\$17,270.00	\$9,000.00	\$9,000.00
8	Sediment Erosion Control	1	LS	\$10,100.00	\$10,100.00	\$4,353.00	\$4,353.00	\$5,000.00	\$5,000.00
TOTAL				\$199,850.00		\$148,966.60		\$164,800.00	

Recommended Vendor:

Smith & Co., Inc.
 1269 Old Monroe Madison Hwy
 Monroe, GA 30655
 P: 404-456-8769
tony.smith@smithandco.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, SEPTEMBER 25, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** 2023 Annual LMIG Resurfacing Project
- Department:** Engineering
- Date of Meeting:** Monday, September 25, 2023
- Fiscal Impact:** \$897,000.00
- Presented By:** Jim Wright, Public Works Director
- Action Requested:** Award 2023 Annual LMIG Resurfacing Project to low bidder, Sunbelt Asphalt Surfaces, Inc., amount not to exceed \$897,000.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of approximately 2.1 miles of asphalt paving, milling, patching, adjusting of manholes to final elevations, and striping of various city streets. The FY 2023 GDOT portion of this project is \$288,000.00.

Fiscal Impact: Amount not to exceed \$897,000.00. This project is funded by the Capital Outlay Fund (3554200.522225). Project 26-005.

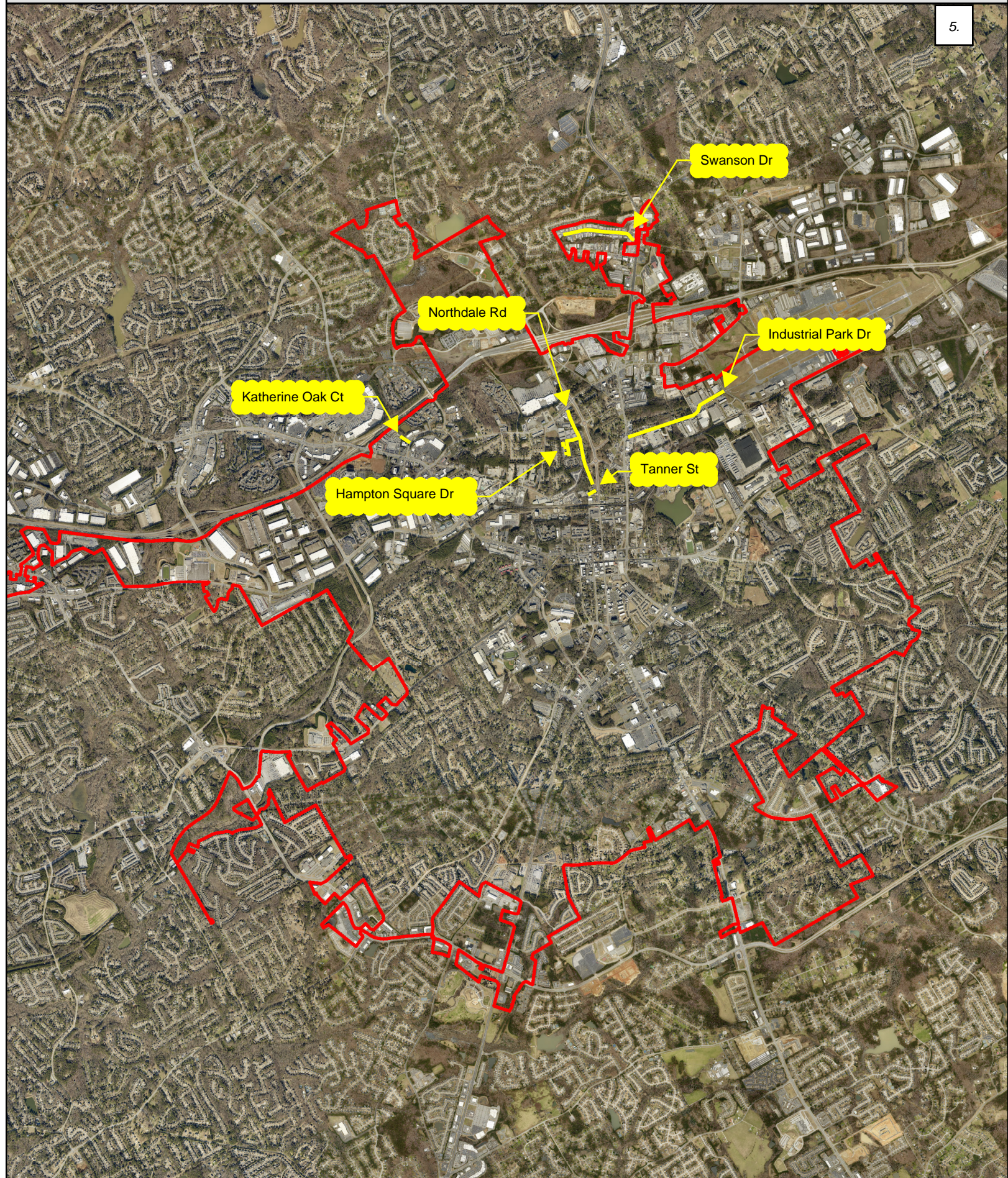
Attachments/Exhibits:
Bid Tabulation
Map

SB005-24
2021 Annual LMIG Resurfacing Project
Engineering

			C.W. Matthews Contracting Co., Inc.		Stewart Brothers, Inc.		Summit Construction and Development, LLC		Sunbelt Asphalt Services, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
Section A: Industrial Park Dr (From Buford Dr to Hosea Rd)											
1	Mobilization	1	LUMP	\$7,092.00	\$7,092.00	\$3,750.00	\$3,750.00	\$40,126.75	\$40,126.75	\$7,500.00	\$7,500.00
2	Traffic Control	1	LUMP	\$88,633.99	\$88,633.99	\$69,150.00	\$69,150.00	\$49,011.75	\$49,011.75	\$20,000.00	\$20,000.00
3	Temporary Striping	1	LUMP	\$5,200.00	\$5,200.00	\$6,200.00	\$6,200.00	\$9,500.00	\$9,500.00	\$6,000.00	\$6,000.00
4	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm, SP, GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack. Milling Included.	158	TON	\$224.83	\$35,523.14	\$373.10	\$58,949.80	\$200.00	\$31,600.00	\$179.00	\$28,282.00
5	PROFILE EDGE Milling Asphalt conc. Pvm. 2.5" below curb face. 2% SLOPE.	7,537	SY	\$13.38	\$100,845.06	\$13.10	\$98,734.70	\$12.50	\$94,212.50	\$5.20	\$39,192.40
6	2.5" of Recycled Asphalt conc. 12.5 mm SURFACE COURSE, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	2,073	TON	\$134.39	\$278,590.47	\$174.50	\$361,738.50	\$155.00	\$321,315.00	\$138.50	\$287,110.50
7	STRIPING DOUBLE SOLID 5" YELLOW line Thermoplastic, INCL. Reflective Pavement markers all colors.	3,250	LF	\$1.50	\$4,875.00	\$1.80	\$5,850.00	\$1.50	\$4,875.00	\$2.00	\$6,500.00
8	STRIPING SOLID 5" WHITE line Thermoplastic	5,870	LF	\$0.75	\$4,402.50	\$1.00	\$5,870.00	\$0.75	\$4,402.50	\$1.50	\$8,805.00
9	Thermoplastic STRIPING 24" STOP BAR	26	LF	\$12.00	\$312.00	\$15.00	\$390.00	\$15.00	\$390.00	\$15.00	\$390.00
10	X-WALK per walking SF Thermoplastic	34	SY	\$15.00	\$510.00	\$18.00	\$612.00	\$18.00	\$612.00	\$20.00	\$680.00
11	MANHOLES/VALVES RINGS/RISERS	6	EACH	\$3,274.00	\$19,644.00	\$550.00	\$3,300.00	\$1,500.00	\$9,000.00	\$600.00	\$3,600.00
Section A Total				\$545,628.16		\$614,545.00		\$565,045.50		\$408,059.90	
Section B: Northdale Rd (From Hurricane Shoals Rd to END)											
1	Mobilization	1	LUMP	\$7,683.00	\$7,683.00	\$3,750.00	\$3,750.00	\$22,954.50	\$22,954.50	\$6,000.00	\$6,000.00
2	Traffic Control	1	LUMP	\$36,606.93	\$36,606.93	\$37,960.00	\$37,960.00	\$31,429.50	\$31,429.50	\$10,000.00	\$10,000.00
3	Temporary Striping	1	LUMP	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00
4	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm, SP, GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack. Milling Included	135	TON	\$246.00	\$33,210.00	\$373.10	\$50,368.50	\$240.00	\$32,400.00	\$187.00	\$25,245.00
5	PROFILE EDGE Milling Asphalt conc. Pvm. 2% SLOPE variable below curb face. 1.5" below curb face	3,505	SY	\$8.85	\$31,019.25	\$13.10	\$45,915.50	\$9.50	\$33,297.50	\$4.50	\$15,772.50
6	1.5" of Recycled Asphalt conc. 9.5 mm SURFACE COURSE, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	626	TON	\$162.73	\$101,868.98	\$186.20	\$116,561.20	\$155.00	\$97,030.00	\$150.00	\$93,900.00
7	ARROWS TP 2 & 3 Thermoplastic (Reference: GDOT T-12B and T-12B sheet details)	1	EACH	\$100.00	\$100.00	\$120.00	\$120.00	\$125.00	\$125.00	\$200.00	\$200.00
8	Pavement Marking Hatching White/Yellow Thermoplastic (Reference: GDOT T-14 sheet detail)	239	SY	\$10.00	\$2,390.00	\$12.00	\$2,868.00	\$15.00	\$3,585.00	\$20.00	\$4,780.00
9	STRIPING DOUBLE SOLID 5" YELLOW line Thermoplastic, INCL. Reflective Pavement markers all colors.	2,358	LF	\$1.50	\$3,537.00	\$1.80	\$4,244.40	\$2.00	\$4,716.00	\$2.00	\$4,716.00
10	MANHOLES/VALVES RINGS/RISERS	9	EACH	\$3,274.00	\$29,466.00	\$550.00	\$4,950.00	\$1,500.00	\$13,500.00	\$600.00	\$5,400.00
Section B Total				\$249,681.16		\$271,237.60		\$242,837.50		\$170,513.50	
Section C: Tanner St (From Collins Hill Rd Ext to END)											
1	Mobilization	1	LUMP	\$4,728.00	\$4,728.00	\$3,750.00	\$3,750.00	\$7,643.00	\$7,643.00	\$3,000.00	\$3,000.00
2	Traffic Control	1	LUMP	\$9,177.03	\$9,177.03	\$3,163.00	\$3,163.00	\$6,768.00	\$6,768.00	\$3,000.00	\$3,000.00
3	PROFILE EDGE Milling Asphalt conc. Pvm. 2% SLOPE variable. 1.5" below curb face	372	SY	\$25.30	\$9,411.60	\$13.10	\$4,873.20	\$28.00	\$10,416.00	\$5.00	\$1,860.00
4	1.5" of Recycled Asphalt conc. 9.5 mm SURFACE COURSE, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	67	TON	\$253.12	\$16,959.04	\$186.20	\$12,475.40	\$190.00	\$12,730.00	\$200.00	\$13,400.00
Section C Total				\$40,275.67		\$24,261.60		\$37,557.00		\$21,260.00	

Section D: Hampton Square Dr (From Northdale Rd Ext to END)											
1	Mobilization	1	LUMP	\$7,092.00	\$7,092.00	\$3,750.00	\$3,750.00	\$14,629.00	\$14,629.00	\$1,500.00	\$1,500.00
2	Traffic Control	1	LUMP	\$24,923.04	\$24,923.04	\$17,398.00	\$17,398.00	\$13,704.00	\$13,704.00	\$9,500.00	\$9,500.00
3	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm, SP, GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack. Milling Included	16	TON	\$1,280.90	\$20,494.40	\$373.10	\$5,969.60	\$280.00	\$4,480.00	\$200.00	\$3,200.00
4	PROFILE Milling Asphalt conc. Pvm. 2% SLOPE variable. 1.5" below curb face	4,144	SY	\$10.55	\$43,719.20	\$13.10	\$54,286.40	\$8.50	\$35,224.00	\$4.75	\$19,684.00
5	1.5" of Recycled Asphalt conc. 9.5 mm SURFACE COURSE, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	342	TON	\$141.32	\$48,331.44	\$186.20	\$63,680.40	\$165.00	\$56,430.00	\$150.00	\$51,300.00
6	Thermoplastic STRIPING 24" STOP BAR	12	LF	\$12.00	\$144.00	\$15.00	\$180.00	\$15.00	\$180.00	\$15.00	\$180.00
7	MANHOLES/VALVES RINGS/RISERS	6	EACH	\$3,274.00	\$19,644.00	\$550.00	\$3,300.00	\$1,250.00	\$7,500.00	\$600.00	\$3,600.00
8	Asphalt Speed Bump (24 LF)	4	EACH	\$2,233.95	\$8,935.80	\$3,950.00	\$15,800.00	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00
Section D Total				\$173,283.88		\$164,364.40		\$142,147.00		\$104,964.00	
Section E: Katherine Oak Ct (From Philip Blvd to END)											
1	Mobilization	1	LUMP	\$4,728.00	\$4,728.00	\$3,750.00	\$3,750.00	\$8,684.00	\$8,684.00	\$4,000.00	\$4,000.00
2	Traffic Control	1	LUMP	\$12,288.29	\$12,288.29	\$7,910.00	\$7,910.00	\$10,959.00	\$10,959.00	\$1,500.00	\$1,500.00
3	PROFILE Milling Asphalt conc. Pvm. 2% SLOPE variable. 1.5" below curb face	1,470	SY	\$9.05	\$13,303.50	\$13.10	\$19,257.00	\$15.00	\$22,050.00	\$5.00	\$7,350.00
4	1.5" of Recycled Asphalt conc. 9.5 mm SURFACE COURSE, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	121	TON	\$183.82	\$22,242.22	\$186.10	\$22,518.10	\$165.00	\$19,965.00	\$190.00	\$22,990.00
5	MANHOLES/VALVES RINGS/RISERS	2	EACH	\$3,274.00	\$6,548.00	\$550.00	\$1,100.00	\$1,500.00	\$3,000.00	\$600.00	\$1,200.00
6	Thermoplastic STRIPING 24" STOP BAR	12	LF	\$12.00	\$144.00	\$15.00	\$180.00	\$15.00	\$180.00	\$15.00	\$180.00
Section E Total				\$59,254.01		\$54,715.10		\$64,838.00		\$37,220.00	
Section F: Swanson Dr (From Buford Dr to END)											
1	Mobilization	1	LUMP	\$7,092.00	\$7,092.00	\$3,750.00	\$3,750.00	\$23,198.75	\$23,198.75	\$4,500.00	\$4,500.00
2	Traffic Control	1	LUMP	\$40,833.67	\$40,833.67	\$25,306.00	\$25,306.00	\$55,523.75	\$55,523.75	\$5,000.00	\$5,000.00
3	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm, SP, GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack. Milling Included	34	TON	\$678.07	\$23,054.38	\$373.10	\$12,685.40	\$280.00	\$9,520.00	\$200.00	\$6,800.00
4	PROFILE EDGE Milling Asphalt conc. Pvm. 2% SLOPE variable. 1.5" below curb face	4,328	SY	\$8.60	\$37,220.80	\$13.10	\$56,696.80	\$9.50	\$41,116.00	\$4.50	\$19,476.00
5	1.5" of Recycled Asphalt conc. 9.5 mm SURFACE COURSE, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	714	TON	\$145.65	\$103,994.10	\$186.20	\$132,946.80	\$155.00	\$110,670.00	\$145.00	\$103,530.00
6	MANHOLES/VALVES RINGS/RISERS	10	EACH	\$3,274.00	\$32,740.00	\$550.00	\$5,500.00	\$1,500.00	\$15,000.00	\$600.00	\$6,000.00
7	STRIPING DOUBLE SOLID 5" YELLOW line Thermoplastic, INCL. Reflective Pavement markers all colors.	45	LF	\$1.50	\$67.50	\$1.80	\$81.00	\$2.50	\$112.50	\$2.00	\$90.00
Section F Total				\$245,002.45		\$236,966.00		\$255,141.00		\$145,396.00	
WARRANTIES AND BONDS				3,550.00		13,660.90		52,600.00		9,586.60	
BID TOTAL				\$1,316,675.33		\$1,379,750.60		\$1,360,166.00		\$897,000.00	

Recommended Vendor:
 Sunbelt Asphalt Surfaces, Inc.
 1410 Sunbelt Way
 Auburn, GA 30011
 770-867-5312
 jmitchell@sunbeltasphalt.com



- Municipal Boundary



THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. COL GIS makes no warranty concerning the completeness of the content represented.





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 25, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Change Order 1 for the Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC
- Department:** Engineering
- Date of Meeting:** Monday, September 25, 2023
- Fiscal Impact:** \$201,644.00
- Presented By:** Jim Wright, P.E., Director of Public Works
- Action Requested:** Approval of Change Order 1 for the Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC. Authorization for Mayor to execute Change Order 1.

Summary: The cost agreement was approved by City Council September 26, 2022 for GA Gwinnett Lawrenceville Pike, LLC to provide stormwater detention for a 12.6 drainage sub-basin that drained an area outside of the development. The original estimate was \$1,000,000.00, during construction, unsuitable soil was encountered and had to be mitigated. This increased the total cost of the reimbursable project to \$1,201,644.00. Change Order #1 will increase the reimbursement by \$201,644.00.

Attachments/Exhibits: Change Order 1, Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC



CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

Department: Engineering Change Order #: 1

Project/PO: Cost Agreement for Park Place Public Drainage Improvements Change Order Date: 8/8/2023

Contractor/Vendor: GA Gwinnett Lawrenceville Pike, LLC

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
n/a	B	Unsuitable soils were encountered and were removed and replaced with rock under the direction of a geotechnical engineer.	\$201,644.00
		Net Amount	\$201,644.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$1,000,000.00

Previous Change Order Amount: \$0

Amount of Change Order Requested (Increase/Decrease) \$201,644.00

New Contract/PO Amount (Including this Change Order) \$1,201,644.00

This contract period provided for completion will be increased/decreased by n/a calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Jim Wright
Requestor

Jim Wright
Department Director

Authorized Approval

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO (OWNER): GA Gwinnett Lawrenceville Pike, LLC
 1777 Peachtree Street, Suite 200 Atlanta, GA 30309

FROM(CONTRACTOR):
 Genoa Construction Services
 2300 Lakeview Parkway, suite 100
 Alpharetta, GA 30009

APPLICATION NO: 1
 APPLICATION DATE: 7/26/2023
 PERIOD TO: 7/19/2023
 PROJ. NO:

Distribution to:
 Owner
 Genoa Files

CONTRACT FOR: CITY OF LAWRENCEVILLE STORM WATER MANAGEMENT SYSTEM

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$295,428.00	
Approved this Month			
Number	Date Approved		
TOTALS:		\$295,428.00	\$0.00
Net change by Change Orders:		\$295,428.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: David S. Logan Date: 7/26/23
 Name: David S. Logan

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the owner that to the best of the Architects knowledge, information, and belief the work has progressed as as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. CONTINUATION SHEET, AIA DOCUMENT G703, is attached.

1. ORIGINAL CONTRACT SUM	\$906,216.00
2. Net change by Change Orders	\$295,428.00
3. CONTRACT SUM TO DATE (Line 1+2).....	\$1,201,644.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$1,201,644.00
5. RETAINAGE:	
a. _____	\$0.00
(Column D+E on G 703) AND	
6. TOTAL EARNED LESS RETAINAGE	\$0.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAY (Line 6 from prior Certificate).....	\$0.00
8. CURRENT PAYMENT DUE	\$1,201,644.00

Subscribed and sworn to before me this _____ day of July, 2023

Notary Public: Rebecca De Ann Akkoti

My Commission expires:



AMOUNT CERTIFIED.....
 (Attach explanation if amount certified differs from the amount applied for.)

By: [Signature] Date: 7/27/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 1

Contractor's signed Certificate is attached.

APPLICATION DATE: 7/26/2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 7/19/2023

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO: 0.00

A	B	C	D	E	F	G	A	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	General Conditions	\$61,735.00	\$0.00	\$61,735.00	\$0.00	\$61,735.00	100%	\$0.00	\$0.00
2	Grading	\$57,409.00	\$0.00	\$57,409.00	\$0.00	\$57,409.00	100%	\$0.00	\$0.00
3	Site Utilities	\$643,754.00	\$0.00	\$643,754.00	\$0.00	\$643,754.00	100%	\$0.00	\$0.00
4	Additional GC's due to unsuitables & weather	\$61,735.00	\$0.00	\$61,735.00	\$0.00	\$61,735.00	100%	\$0.00	\$0.00
5	Unsuitable Soil, Dewatering & Added Stone	\$233,693.00	\$0.00	\$233,693.00	\$0.00	\$233,693.00	100%	\$0.00	\$0.00
6	Masonry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
7	Steel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
8	Wood Framing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
9	Insulation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
10	Drywall	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
11	Exterior Siding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
12	Glass & Windows	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
13	Roofing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
14	Waterproofing and Caulking	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
15	Doors, Hardware and Wood Trim	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
16	Blinds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
17	Millwork and Countertops	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
18	Elevators	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
19	Accessories	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
20	Painting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
21	Flooring	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
22	Appliances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
23	HVAC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
24	Electrical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
25	Lighting Package	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
26	Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
27	Plumbing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
28	Sales Tax	\$24,762.00	\$0.00	\$24,762.00	\$0.00	\$24,762.00	100%	\$0.00	\$0.00
29	Payroll Taxes	\$29,004.00	\$0.00	\$29,004.00	\$0.00	\$29,004.00	100%	\$0.00	\$0.00
30	Insurance & Sub Bonds	\$21,534.00	\$0.00	\$21,534.00	\$0.00	\$21,534.00	100%	\$0.00	\$0.00
31	Cleaning and Dumpsters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
32	Overhead	\$34,009.00	\$0.00	\$34,009.00	\$0.00	\$34,009.00	100%	\$0.00	\$0.00
33	G.C. Fee	\$34,009.00	\$0.00	\$34,009.00	\$0.00	\$34,009.00	100%	\$0.00	\$0.00
34	Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
TOTALS		\$1,201,644.00	\$0.00	\$1,201,644.00	\$0.00	\$1,201,644.00	100%	\$0.00	\$0.00

**WAIVER AND RELEASE OF LIEN
AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT**

**STATE OF GEORGIA
COUNTY OF FULTON**

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN, GENOA CONSTRUCTION SERVICES, INC., HAS BEEN EMPLOYED BY GA GWINNETT LAWRENCEVILLE PIKE, LLC TO FURNISH AND INSTALL ALL GENERAL CONSTRUCTION WORK FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS CITY OF LAWRENCEVILLE STORM WATER MANAGEMENT SYSTEM WHICH IS LOCATED IN THE CITY OF LAWRENCEVILLE COUNTY OF GWINNETT, AND IS OWNED BY GA GWINNETT LAWRENCEVILLE, LLC, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

77 E. PIKE STREET, LAWRENCEVILLE, GA 30046

UPON THE RECEIPT OF THE SUM OF \$ 1,201,644.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF JULY 26, 2023 AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS 26th DAY OF JULY, 2023

GENOA CONSTRUCTION SERVICES, INC.

[Handwritten Signature]

(SEAL)

[Handwritten Signature]

(WITNESS)

**2300 LAKEVIEW PARKWAY, SUITE 100
ALPHARETTA, GA 30009**

(ADDRESS)



NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

GENOA CONSTRUCTION SERVICES, INC. 1000 Mansell Exchange West , Suite 300 Alpharetta, GA 30022 770-984-2337 770-984-2378 - fax WWW.GENOACO.COM		Estimate General Summary Sheet		Estimate Number: I Date: 4/14/2023 Estimator: DL Type of Building: 1 Duration: 2 Months ENR Cost Index: N/A 0.00	
Project: Park Place - City of Lawrenceville Storm Water Capture Costs Owner: Highlands Properties Architect: Nelson / KH		Location: Lawrenceville, GA Floor Area: 20,000 SF Cost/SF: \$60.08			
ITEMS	MATERIAL	LABOR	SUB	TOTAL	COST/SF
1. GENERAL CONDITIONS	\$12,710	\$90,636	\$20,124	\$123,470	\$6.17
2. STORMTRAP SYSTEM	\$341,036	\$0	\$90,002	\$431,038	\$21.55
3. SITE EXCAVATION & PREP	\$0	\$0	\$57,409	\$57,409	\$2.87
4. STORM PIPING & CONNECTIONS	\$0	\$0	\$212,716	\$212,716	\$10.64
5. ADDITIONAL STONE BASE AND EXCAVATION FOR STORMTRAP PER GEOTECH	\$0	\$0	\$212,011	\$212,011	\$10.60
6. DEWATERING OF STORMTRAP EXCAVATED HOLE	\$0	\$0	\$9,700	\$9,700	\$0.49
7. ADDITIONAL STONE BASE FOR STORMTRAP PER GEOTECH	\$0	\$0	\$11,982	\$11,982	
SUB TOTAL	\$353,746	\$90,636	\$613,944	\$1,058,326	\$52.92
WWW.GENOACO.COM			Sales Tax 7.00%	\$24,762	\$1.24
			Payroll Taxes 32.00%	\$29,004	\$1.45
			Insurance & Sub Bonds	\$21,534	\$1.08
			Owner's Contingency	\$0	\$0.00
			SUB TOTAL	\$1,133,626	\$56.68
			P & P Bond	\$0.00	\$0.00
			SUB TOTAL	\$1,133,626	\$56.68
			Overhead 3.00%	\$34,009	
			Fee 3.00%	\$34,009	
			TOTAL	\$1,201,644	\$60.08
		GRAND TOTAL	\$1,201,644	\$60.08	

These three items are due to unsuitable soils, which also prolonged the installation.

Proposal Agreement

StormTrap, LLC

1287 Windham Parkway

Romeoville, IL 60446

Phone: 815-941-4549

Fax: 331-318-5347



StormTrap®

Customer P.O. Number:	Date: October 20, 2022
Purchaser Company . Name: Genoa Construction Services, Inc. Contact: David Logan Address: 2300 Lakeview Parkway Suite 100 City, ST, Zip: Alpharetta, GA 30009 Phone: 678-385-2636 Email: david.logan@genoaco.com	StormTrap Contact Name: Ben Fulghum Email: bfulghum@stormtrap.com Phone: 470-775-0805
	Terms Net 30 Days 40 % Deposit 5 days prior Delivery *Pending Credit Approval
Project Name: Park Place GDOT Dentention South Address: 77 East Pike Street City, ST, Zip: Lawrenceville, GA 30046	Shop Drawings This proposal is based upon and relied upon the attached StormTrap layout (and noted design criteria) dated 06/07/2022 . Any changes to the layout or design criteria will affect the below quoted price.

Delivery & Freight

Pieces will be delivered by Common Carrier with the installing contractor responsible for unloading at the job site. 32 total loads allowed. One hour per load is allowed for unloading. \$125 per hour for any time thereafter. The total loads quoted are based on all material being available at the time of delivery. The contractor is responsible for providing safe/adequate means of ingress and egress from the jobsite.

Due to the current extreme volatility of freight, as a result of the time from when the project was bid to when it was actually delivered, StormTrap reserves the right to pass along any additional freight surcharges experienced above and beyond listed on this proposal. The pricing notated on this proposal is cost only. If freight surcharges are imposed upon StormTrap, StormTrap will relay those costs onto the purchaser. Upon request, StormTrap will provide supportive documentation to substantiate the experienced surcharge.

Seller to Furnish the Following Materials* Specified Below:

*Note: Prices include all necessary joint wrap and joint tape to complete the above stated project.

<u>Description</u>	<u>Pieces</u>	<u>Max Pick Weight</u>
8'-0" DoubleTrap	86 Pieces + 9 Panels	23,403 lbs.

A portion of line 2 on the payapp ↑

TOTAL ORDER: \$341,036.00

Taxes not included

Prices do not include unloading, setting, or installing the system. Prices do not include any needed riser rings or frames, covers/grates, or any other material including geogrid or geoweb, when applicable. The purchasing contractor agrees to install or have the system installed by others in compliance with the installation specifications. Before any work begins, a preconstruction meeting must take place between StormTrap and the purchasing contractor.

To Execute This Order Please Sign and Return Within 30 Days. Price Valid for 30 Days.

Accepted by: _____ Purchaser Print Name/Title Date: _____	Acknowledged by: StormTrap, LLC Seller Print Name/Title Date: _____
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Terms and Conditions: By signing this Proposal, the terms and conditions on the reverse side of this form apply to the foregoing Proposal, to any orders, quotations, proposals, sales or deliveries from StormTrap, LLC ("Seller") to Purchaser and are hereby incorporated by reference into any StormTrap Proposal to Purchaser. Any different or additional terms in any documents from Purchaser, including but not limited to, order acknowledgements, are objected to and rejected, are deemed to materially adhere these terms, and will not become part of any contract.



Park Place - Storm Bypass Items

4/14/2023
PLANS DATED: LDP 2/6/2023

General Conditions					\$ 7,000.00
DAYLIGHT UTILITIES - VAC TRUCK	2	DY	\$ 3,500.00	\$ 7,000.00	

Construction Layout					\$ 1,500.00
STORM	4	HR	\$ 125.00	\$ 500.00	
UGD'S	8	HR	\$ 125.00	\$ 1,000.00	

Storm Drain System					\$ 261,625.00
36" RCP CL3	18	LF	\$ 175.00	\$ 3,150.00	
30" CMP	74	LF	\$ 109.00	\$ 8,066.00	
48" MANHOLE BASE	1	EA	\$ 640.00	\$ 640.00	
60" MANHOLE BASE	1	EA	\$ 1,150.00	\$ 1,150.00	
84" MANHOLE BASE	1	EA	\$ 4,600.00	\$ 4,600.00	
48" MANHOLE RISER	18	VF	\$ 420.00	\$ 7,560.00	
60" MANHOLE RISER	6	VF	\$ 590.00	\$ 3,540.00	
84" MANHOLE RISER	7	VF	\$ 1,250.00	\$ 8,750.00	
6-4 REDUCER SLAB	1	EA	\$ 1,600.00	\$ 1,600.00	
7-4 REDUCER SLAB	1	EA	\$ 2,810.00	\$ 2,810.00	
FLAT TOP FOR JB/CI/GI	2	EA	\$ 725.00	\$ 1,450.00	
JUNCTION BOX RING & COVER	3	EA	\$ 850.00	\$ 2,550.00	
UNDERGROUND RETENTION #3 (72"/36" CMP)	1	EA	\$ 154,600.00	\$ 154,600.00	
EXCAVATE/FILL UNDERGROUND RETENTION #3	6140	CY	\$ 9.35	\$ 57,409.00	
FLUSH SYSTEM	500	LF	\$ 2.25	\$ 1,125.00	
SET TOPS TO F/G (JB-DI-CI-HGI)	3	EA	\$ 425.00	\$ 1,275.00	
INVERTS/GROUND MANHOLES	3	EA	\$ 450.00	\$ 1,350.00	

\$270,125
Line 3 & 4 on the payapp

Line 3 on the payapp

StormTrap System					\$ 90,001.25
EXCAVATE, STONE BACKFILL & INSTALL SYSTEM	1	LS	\$ 78,020.00	\$ 78,020.00	
6" COMPACTED STONE BASE UNDER SYSTEM	5325	SF	\$ 2.25	\$ 11,981.25	

A portion of line 2 on the payapp

Total for All Items Above \$ 360,126.25



Park Place

6.

4/11/2023

CHANGE ORDER REQUEST

Description of Extra Work Items:
Extra Work Items for StormTrap Installation

Items of Work						\$ 233,237.65
Additional 6" #57 For Foundation - Per Geotech	5325.00	SF	\$ 2.25	\$	11,981.25	
Haul Off Unsuitables (282 Total Loads)	3102.00	CY	\$ 42.00	\$	130,284.00	
Haul In Structural Fill to Replace Lost Material	3102.00	CY	\$ 26.20	\$	81,272.40	
Dewatering Well	2.00	EA	\$ 4,850.00	\$	9,700.00	

Lines 5, 6, and 7 on the payapp



Dirt Delivered & Haul Off

27626

2505 Mossy Rock Place
Buford, GA 30519

dirt dawgs@gmail.com
Fax: 678-855-7144

Mark Pallotta (Cell): 678-300-9751

TRUCK # Master Ticket DATE 03/30/23

CUSTOMER Benchmark

JOB NAME McArthur

ADDRESS Lville

- TERMS -

START TIME Master

END TIME _____

TOTAL HOURS @ ✓ PER HOUR = _____

TOTAL LOADS 146 @ _____ PER LOAD = _____

TOTAL DUE = _____

- TIME -

1	11	21
2	12 <u>Total</u>	22
3	13	23
4	14 <u>Loads</u>	24
5	15 <u>146</u>	25
6	16	26
7	17	27
8	18	28
9	19	29
10	20	30

Received By Chris Reed

27702



Dirt Delivered & Haul Off

2505 Mossy Rock Place
Buford, GA 30519

dirtdawgsga@gmail.com
Fax: 678-855-7144

Mark Pallotta (Cell): 678-300-9751

TRUCK # MASTER TICKET DATE 3/29/23

CUSTOMER BENCHMARK

JOB NAME MCARTHUR

ADDRESS LVILLE

- TERMS -

START TIME MASTER TICKET

END TIME _____

TOTAL HOURS _____ @ _____ PER HOUR = _____

TOTAL LOADS 136 @ _____ PER LOAD = _____

TOTAL DUE = _____

- TIME -

1	_____	11	_____	21	_____
2	_____	12	_____	22	_____
3	_____	13	_____	23	_____
4	_____	14	_____	24	_____
5	_____	15	_____	25	_____
6	_____	16	_____	26	_____
7	_____	17	_____	27	_____
8	_____	18	_____	28	_____
9	_____	19	_____	29	_____
10	_____	20	_____	30	_____

Handwritten notes in table: 'TOTAL LOADS' written across rows 2-5; '136' circled in the center; '050' written at the bottom.

Received By _____

COST AGREEMENT

THIS COST AGREEMENT (this “**Agreement**”) is made by **CITY OF LAWRENCEVILLE, GEORGIA**, a Georgia municipal corporation (“**City**”), and **GA GWINNETT LAWRENCEVILLE PIKE, LLC**, a Georgia limited liability company (“**Park Place**”, and together with City, sometimes, collectively, the “**Parties**”), as of Oct 17, 2022 (the “**Effective Date**”).

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

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

PARK PLACE:

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

Signed, sealed and delivered in the presence of:

N. Hunter Holby Jr
Unofficial Witness

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

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

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



CITY:

CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation

Signed, sealed and delivered in the presence of:

May J. Bonnell
Unofficial Witness

By: *David R. Still*
David R. Still, Mayor

Paula Feil
Notary Public
My Commission expires: *8-24-2024*

Attest: *Karen Pierce*
Karen Pierce, City Clerk



EXHIBIT "A"

Legal Description of the Property

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

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

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

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

EXHIBIT "B"

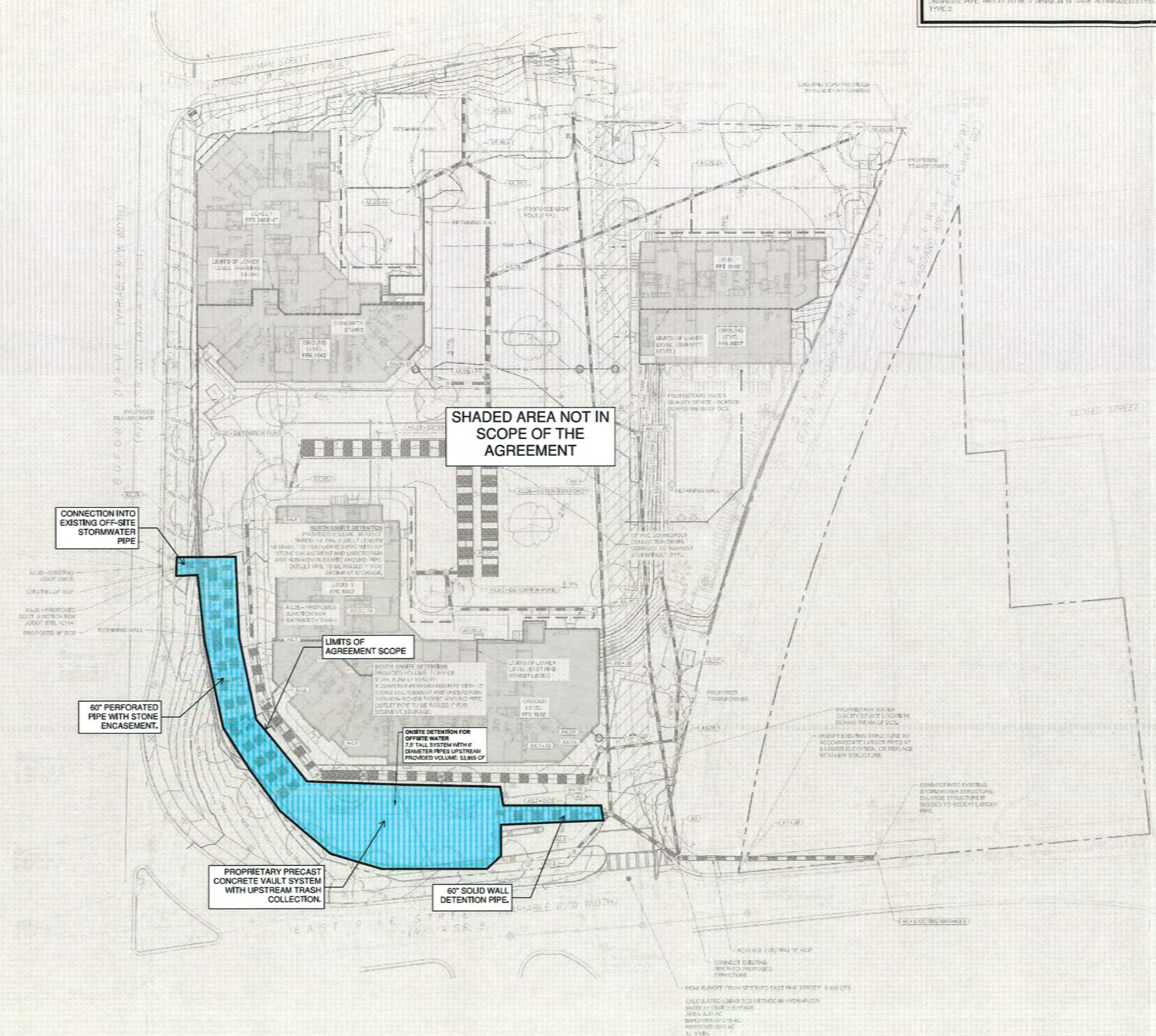
Site Plan

[See Attached]

Drawing name: K:\ALP_P\104519000_park_place_lawrenceville\CAD\plansheets\C3-00 - GRADING & DRAINAGE PLAN.dwg C3-50 DRAINAGE PLAN Aug 26, 2022 3:01pm by: Carl Elert

NOTES:
 IF CMP PIPING IS TO BE USED ON PRIVATE PROPERTY FOR STORMWATER DRAINAGE PIPE, PIPES IS TO BE A MINIMUM 14 GAUGE ALUMINIZED STEEL TYPE 2.

- GRADING & DRAINAGE NOTES:**
1. SITE AREA: 3.82 ACRES
DISTURBED AREA: 4.48 ACRES
 2. THE EXISTING CONDITIONS FOR THE SITE HAVE BEEN SURVEYED. HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS MGD 88.
 3. CRITICAL SPOT GRADES ARE TO PREVAILENT GRADE UNLESS OTHERWISE NOTED.
 4. CMP PIPING SHALL CONSTRUCT ALL SIDEWALKS AND CROSSINGS WITH A 5.0% MAXIMUM CROSS SLOPE AND A 5.0% MAXIMUM RUNNING SLOPE UNLESS NOTED AS A RAMP. GRADES WITH ADA HANDICAP PARKING AREAS NOT TO EXCEED A 2% MAXIMUM SLOPE IN ANY DIRECTION.
 5. ALL ROOF DRAIN PIPING SHALL BE PVC UNLESS OTHERWISE NOTED.
 6. ALL ROOF DRAIN CLEANOUTS IN PAVED AREAS SHALL HAVE A BRASS CAP SET FLUSH WITH THE PROPOSED GRADE.
 7. ALL PIPE LENGTHS SHOWN IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
 8. THIS PROJECT DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DETERMINED BY THE FEMA "FLOOD HAZARD BOUNDARY MAP" COMMUNITY PANEL NUMBER 13132001M4 DATED 05/26/2004.
 9. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH THE UTILITY COMPANIES TO HAVE CONFLICTS RELOCATED WHEN NECESSARY OR ADAPTED FOR THEM.
 10. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER AND STORM DRAINAGE SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
 11. NO GRADED SLOPE SHALL EXCEED 2% IV.
 12. ALL WALLS GREATER THAN 30" IN HEIGHT SHALL BE DESIGNED AND PERMITTED BY AN ENGINEER LICENSED IN THE STATE OF GEORGIA.
 13. ALL WALLS GREATER THAN 30" IN HEIGHT SHALL HAVE FALL PROTECTION THROUGH FENCING OR HANDRAIL AT A MINIMUM OF 42" TALL. REFERENCE LANDSCAPE PLANS FOR DETAILS.
 14. THE CITY OF LAWRENCEVILLE ASSUMES NO RESPONSIBILITY FOR FLOODING, EROSION, OR ANY OTHER STORMWATER-RELATED PROBLEMS THAT OCCUR BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE MAINTENANCE, REPAIR, OR EXTENSION OF ANY STORM DRAIN LINES, STORM DRAIN STRUCTURES, SWALES, CHANNELS, DITCHES, OR NATURAL WATERCOURSES OUTSIDE OF THE CITY RIGHT-OF-WAY.
 15. DEVELOPER/CONTRACTOR IS TO CLEAN OUT ACCUMULATED SILT IN DETENTION FACILITY AT THE END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.
 16. THE ENGINEER WHO DESIGNED THE STORMWATER DETENTION FACILITY FOR THIS PROJECT SHALL PROVIDE A CERTIFICATION STATEMENT TO THE ENGINEERING DEPARTMENT PRIOR TO A CERTIFICATE OF COMPLETION BEING ISSUED CERTIFYING THAT THE FACILITY WAS BUILT IN ACCORDANCE WITH THE APPROVED PLANS AND HYDROLOGY STUDY.



SHADED AREA NOT IN SCOPE OF THE AGREEMENT

CONNECTION INTO EXISTING OFF-SITE STORMWATER PIPE

60" PERFORATED PIPE WITH STONE ENCASEMENT.

LIMITS OF AGREEMENT SCOPE

ON-SITE DETENTION FOR OFF-SITE WATER 24" TALL SYSTEM WITH 6" DIAMETER PIPES UPSTREAM PROVIDED VOLUME: 53,865 CF

PROPRIETARY PRECAST CONCRETE VAULT SYSTEM WITH UPSTREAM TRASH COLLECTION.

60" SOLID WALL DETENTION PIPE.

GRADING LEGEND:

---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	PROPOSED MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	PROPOSED SPOT GRADE
---	PROPOSED TOP GRADE AT WALL
---	PROPOSED BOTTOM GRADE AT WALL
---	PROPOSED TOP OF STAIR GRADE
---	PROPOSED BOTTOM OF STAIR GRADE
---	PROPOSED HIGH POINT GRADE
---	PROPOSED LOW POINT GRADE
---	PROPOSED TOP OF CURB GRADE
---	PROPOSED BOTTOM OF CURB GRADE
---	DRAINAGE FLOW ARROW

STORM DRAINAGE LEGEND:

JB	JUNCTION BOX (GDOT 1011A)
CI	HOODED GRATE CURB INLET (GDOT 1019A, TYPE E)
CI	GRATE INLET (GDOT 1019A, TYPE A)
SWCB	SINGLE WING CATCH BASIN (GDOT 1033D)
DWCB	DOUBLE WING CATCH BASIN (GDOT 1034D)
YD	YARD DRAIN (NCS CATCH BASIN OR COMPARABLE)
CO	CLEAN OUT
WQ	WATER QUALITY DEVICE (CONTECH CDS4300-S-C)
DCS	OUTLET CONTROL STRUCTURE (CAST-IN-PLACE)
TD	TRENCH DRAIN
---	PROPOSED ROOF DRAIN PIPE

Kimley & Horn
 11750 AMHERST PARK DRIVE, SUITE 600
 ALPHARETTA, GA 30009
 PHONE: (770) 414-2420
 WWW.KIMLEY-HORN.COM

HIGHLANDS RESIDENTIAL, LLC.
 1777 PEACHTREE STREET, ATLANTA, GA 30309
 PHONE: 404-969-5367

NO.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PARK PLACE
 77 EAST PIKE STREET
 LAWRENCEVILLE, GEORGIA 30046

ISSUED FOR CONSTRUCTION

GSWCC NO. (LEVEL II) 0000057727
 DRAWN BY: KHA
 DESIGNED BY: KHA
 REVIEWED BY: KHA
 DATE: 06/13/2022
 PROJECT NO.: 014519000

DRAINAGE PLAN

SHEET NUMBER **C3** Page 28

GEORGIA811
 Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
 0 5 10 20 30 40 50 60

EXHIBIT "C"

Site Improvements

[See attached]

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



Friday, August 19, 2022

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

Re: Off Site Water Detention System Cost

Dave,

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

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

Total - \$903,100.00

Sincerely,

David S. Logan
Senior Project Manager



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, SEPTEMBER 25, 2023
AGENDA CATEGORY: CONSENT AGENDA

Item: Right-of-Way Maintenance Services on an Annual Contract

Department: Electric

Date of Meeting: Monday, September 25, 2023

Fiscal Impact: \$390,078.80

Presented By: Huston Gillis, Electric Director

Action Requested: Award Right-of-Way Maintenance Services on an Annual Contract to low overall bidder, CLCI Services, LLC in the amount of \$390,078.80. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This contract will provide tree trimming, bush hogging, and herbicide spraying services to prevent damage to the City’s electrical power lines. This service is continually done on a weekly basis. The award is based on the low bidder that submitted for all services.

Fiscal Impact: Amount of \$390,078.80. This contract is funded by the Electric Operating Fund (5104610.523850).

Attachments/Exhibits:
Bid Tabulation

SB002-24
 Right-of-Way Maintenance Services on an Annual Contract
 Electric Department

				AKA Tree Service, LLC		ArborForce Tree Services, LLC.		Boutte Tree		Buford's Tree, LLC		CLCI Services, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Tree trimming hourly rate	2,000	EA	\$320.00	\$640,000.00	\$400.00	\$800,000.00	\$365.00	\$730,000.00	\$180.50	\$361,000.00	\$153.50	\$307,000.00
2	Tree trimming emergency hourly rate	10	EA	\$900.00	\$9,000.00	\$500.00	\$5,000.00	\$450.00	\$4,500.00	\$222.55	\$2,225.50	\$218.88	\$2,188.80
3	Bush Hogging hourly rate	300	EA	\$165.00	\$49,500.00	\$285.00	\$85,500.00	\$300.00	\$90,000.00	\$94.05	\$28,215.00	\$103.50	\$31,050.00
4	Herbicide Spraying hourly rate	400	EA	\$220.00	\$88,000.00	\$265.00	\$106,000.00	\$250.00	\$100,000.00	\$55.86	\$22,344.00	\$120.85	\$48,340.00
5	Arborist hourly rate	10	EA	\$300.00	\$3,000.00	\$115.00	\$1,150.00	\$110.00	\$1,100.00	\$63.72	\$637.20	\$150.00	\$1,500.00
TOTAL				\$789,500.00		\$997,650.00		\$925,600.00		\$414,421.70		\$390,078.80	
Will vendor hold pricing firm? Renewal Option 1				0%		0%		0%		CPI		0%	
Will vendor hold pricing firm? Renewal Option 2				0%		0%		0%		CPI		0%	
Will vendor hold pricing firm? Renewal Option 3				3% Increase		5% Increase		0%		CPI		0%	
Will vendor hold pricing firm? Renewal Option 4				3% Increase		0%		0%		CPI		0%	

				W.A. Kendall & Company, Inc.		Mariani Enterprises, LLC d/b/a Ed Castro Landscape		W.E. Hicks d/b/a Trees Unlimited		Wright Tree Service, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Tree trimming hourly rate	2,000	EA	\$170.28	\$340,560.00	\$385.00	\$770,000.00	\$135.00	\$270,000.00	\$179.04	\$358,080.00
2	Tree trimming emergency hourly rate	10	EA	\$170.28	\$1,702.80	\$835.00	\$8,350.00	\$202.50	\$2,025.00	\$221.27	\$2,212.70
3	Bush Hogging hourly rate	300	EA	\$141.49	\$42,447.00	\$135.00	\$40,500.00	N/B	\$0.00	\$133.41	\$40,023.00
4	Herbicide Spraying hourly rate	400	EA	\$56.02	\$22,408.00	\$150.00	\$60,000.00	\$138.00	\$55,200.00	\$104.89	\$41,956.00
5	Arborist hourly rate	10	EA	\$65.00	\$650.00	\$175.00	\$1,750.00	\$160.00	\$1,600.00	\$64.83	\$648.30
TOTAL				\$407,767.80		\$880,600.00		\$328,825.00		\$442,920.00	
Will vendor hold pricing firm? Renewal Option 1				CPI		3% Increase		1% Increase		3% Increase	
Will vendor hold pricing firm? Renewal Option 2				CPI		3% Increase		1% Increase		3% Increase	
Will vendor hold pricing firm? Renewal Option 3				CPI		3% Increase		1% Increase		3% Increase	
Will vendor hold pricing firm? Renewal Option 4				CPI		3% Increase		1% Increase		3% Increase	

Recommended Vendor:
 CLCI Services, LLC
 1247 Patterson Plant Road
 Enoree, SC 29335
geoff@clcservice.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 25, 2023

AGENDA CATEGORY: CONSENT AGENDA

Item: Intergovernmental Agreement with Gwinnett County Water and Sewerage Authority for Implementation of the Sandalwood Water Improvement Project

Department: Engineering

Date of Meeting: Monday, September 25, 2023

Fiscal Impact: The actual costs of water improvements per the contact bid will be reimbursed to the City.

Presented By: Reginald Anderson, City Engineer

Action Requested: Approval of Intergovernmental Agreement with Gwinnett County Water and Sewerage Authority for Implementation of the Sandalwood Water Improvement Project. Authorization for Mayor to execute agreement subject to review and approval by the City Attorney.

Summary: Gwinnett County Water and Sewerage Authority has water facilities within the Sandalwood community that need replacement. The city also has several projects budgeted and currently under design. In order to expedite the delivery and efficiency for all improvements within Sandalwood, the City will include the water facility improvements within the scope of work of the entire project. The County will reimburse the City for the actual bid costs of the improvements.

Background: The Sandalwood community is a 22-acre development built in the mid-1970s. Besides water and sewer infrastructure, the city has electric facilities, gas facilities and is also served by City Sanitation services. There is also a 4-acre lake that over 230 acres drains to. A study has been completed to determine the regional stormwater effects of the lake and the improvements necessary for the benefit of the region. ARPA funding has been budgeted for these improvements.

Attachments/Exhibits: Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY AND THE CITY OF LAWRENCEVILLE FOR
IMPLEMENTATION OF THE SANDALWOOD
WATER IMPROVEMENT PROJECT**

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into on the ____ day of _____, 2023, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority (hereinafter referred to as the "WSA"), and the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "Lawrenceville"). Gwinnett County and the WSA are collectively and sometimes individually referred to herein as "Gwinnett". Gwinnett County, the WSA and Lawrenceville may be referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Lawrenceville has a planned infrastructure improvement project within the Sandalwood Townhome Development (hereinafter the "City Sandalwood Improvements") located within the City limits of Lawrenceville; and

WHEREAS, the City Sandalwood Improvements involve rebuilding and paving streets, electrical and gas infrastructure improvements, lake and dam improvements, removal of the tennis courts, and other miscellaneous items; and

WHEREAS, Gwinnett County operates and maintains the water facilities and appurtenances owned by the WSA to provide water services to the public for compensation within Gwinnett County, including the municipal limits of the City of Lawrenceville; and

WHEREAS, Gwinnett desires to implement water infrastructure improvements within the Sandalwood Townhome Development (hereinafter the "Gwinnett Water Improvements"); and

WHEREAS, the Gwinnett Water Improvements involve replacing approximately 1,800 linear feet of existing 6-inch water mains with 8-inch water mains, constructing approximately 120 linear feet of new 8-inch water main to complete a looped system, and abandoning the existing 6-inch water main located through the adjacent dam; and

WHEREAS, incorporation of the Gwinnett Water Improvements into the City Sandalwood Improvements (hereinafter referred to as the "Combined Project"), the limits of which are outlined in Exhibit A attached hereto, will avoid future disruption to the area and minimize impacts to the citizens of the City and County; and

WHEREAS, the Parties desire to partner and work together in good faith for the implementation of the Combined Project.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and among the Parties as follows:

1. Recitals.

The above Recitals are true, correct and form a material part of this Agreement.

2. Term of Agreement and Termination.

The term of this Agreement shall begin on the day and date hereinabove written and shall extend until all obligations of the Parties are met or for a period of fifty (50) years, whichever is sooner.

3. Obligations of the City of Lawrenceville.

- a) Except as provided in Paragraph 4(a), herein, in accordance with its rules and regulations, Lawrenceville shall design, bid, and award construction contract(s) to a contractor(s), and administer the contract(s) for the implementation of the Combined Project, including the Gwinnett Water Improvements.
- b) Lawrenceville shall ensure that the contractor performing the Gwinnett Water Improvements is on the current Gwinnett County pre-qualified contractors list for Small Water Mains.

- c) Lawrenceville shall ensure that the bid for construction of the Combined Project shall include a separate bid schedule for construction of the Gwinnett Water Improvements including the repaving of Mateo Walk.
- d) Lawrenceville shall obtain permanent easements for the future operation and maintenance of the Gwinnett Water Improvements and other existing water infrastructure in the Sandalwood Townhome Development. Lawrenceville shall donate the Gwinnett Water Improvements and associated easements to the WSA upon the construction contract(s) for the Combined Project being deemed complete.
- e) Except as provided in Paragraph 4(b), herein Lawrenceville shall be responsible for obtaining any permits required for the Combined Project.

4. Obligations of Gwinnett County and the WSA.

- a) Gwinnett County shall obtain the services of a professional engineer to design and prepare construction drawings and specifications for the Gwinnett Water Improvements for use by Lawrenceville.
- b) Gwinnett County shall obtain the permit for the Gwinnett Water Improvements for use by Lawrenceville.
- c) Gwinnett County reserves the right to review and to reject all bids for construction of the Gwinnett Water Improvements.
- d) Gwinnett County shall provide inspection services for the Gwinnett Water Improvements and shall approve the Gwinnett Water Improvements prior to the construction contract(s) for the Combined Project being deemed complete.
- e) Within 30 days of completion of the construction contract(s) for the Combined Project, Gwinnett County shall pay to Lawrenceville One Hundred Percent (100%) of the construction cost for the Gwinnett Water Improvements and appurtenances, including the repaving of Mateo Walk, as set out in the bid schedule created pursuant to Paragraph 3(c), above.
- f) Gwinnett County shall also be responsible for any Gwinnett requested change order(s) associated with the Gwinnett Water Improvements.
- g) The WSA shall accept ownership of the Gwinnett Water Improvements upon the construction contract(s) for the Combined Project being deemed complete.
- h) Gwinnett County shall be responsible for all operation, maintenance and repair of the Gwinnett Water Improvements owned by the WSA and constructed as part of the Combined Project once construction has been approved by Gwinnett.

5. Reservation of Rights.

Gwinnett reserves the right to utilize all real estate rights it receives from Lawrenceville in connection with the Combined Project for any and all purposes not inconsistent with the property rights herein obtained.

6. Remedies.

- a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedies at law available to enforce this instrument are inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the Party which is enforcing the provision.
- b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

7. Entire Agreement.

This Agreement constitutes the entire agreement between Lawrenceville and Gwinnett County and the WSA with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement.

8. Severability.

It is understood and agreed by and between the Parties that if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained, provided, however, that invalidity of any such condition or provision does not materially prejudice either Gwinnett County, the WSA or Lawrenceville with respect to its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

9. Successors and Assigns.

The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective representatives, successors, and permitted assigns.

10. Evidence.

The Parties agree that if Gwinnett County or the WSA is sued in subsequent litigation concerning the Combined Project, including, but not limited to, the acquisition of easements or other property interests or the construction of any of the subject facilities and appurtenances, this Agreement may be introduced into evidence.

11. Attorneys' Fees.

Each Party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of this Agreement or the Combined Project.

12. Controlling Law, Venue.

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

13. Further Assurances.

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

14. Construction.

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against any Party.

15. Legal Advice.

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

16. Amendment of Agreement.

Only a writing signed by each of the Parties may modify this Agreement.

17. Authority.

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

18. Headings.

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the terms and conditions contained herein or the rights granted hereby.

19. Time.

Time is of the essence with respect to all duties and obligations set forth in this Agreement.

20. Notice.

- (a) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to Lawrenceville at its address set forth below:

City of Lawrenceville
 City Manager
 PO Box 2200
 70 South Clayton Street
 Lawrenceville, Georgia 30046
 (678) 407-6389

- (b) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to Gwinnett County at its address set forth below:

Gwinnett County Administrator
 Gwinnett Justice and Administration Center
 75 Langley Drive
 Lawrenceville, Georgia 30046

With a copy to:

Gwinnett County Attorney
 Gwinnett Justice and Administration Center
 75 Langley Drive
 Lawrenceville, Georgia 30046

- (c) Any notice, request, direction, consent, approval, or other communication required or permitted under this Agreement must be in writing and provided to the WSA at its address set forth below:

Chairman
 Gwinnett County Water and Sewerage Authority
 684 Winder Highway
 Lawrenceville, Georgia 30045

With a copy to:

Director
 Department of Water Resources
 684 Winder Highway

Lawrenceville, Georgia 30045

- (d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail, statutory overnight mail, or hand-delivery.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in two counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David Still, Mayor

Signed, sealed and delivered in the presence of:

ATTEST:

Unofficial witness

City Clerk

(City Seal)

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY, GEORGIA

Unofficial witness

Nicole L. Hendrickson
CHAIRWOMAN
BOARD OF COMMISSIONERS

Notary Public

ATTEST:

[Notarial seal]

County Clerk

Approved as to Form:

(County Seal)

Senior Assistant County Attorney

GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY

By: _____
_____ Printed
Name: _____
Chairman

ATTEST:

Printed Name: _____
Secretary

Signed, sealed and delivered in the
presence of:

NOTARY:

Unofficial witness

[Notarial seal]

Approved as to Form:

Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, SEPTEMBER 25, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Tax Allocation District Intergovernmental Agreement Modification
- Department:** Community & Economic Development
- Date of Meeting:** Monday, September 25, 2023
- Fiscal Impact:** \$0
- Presented By:** Jasmine Billings, Director – Community & Economic Development
- Action Requested:** Approval of Tax Allocation District Intergovernmental Agreement Modification

Summary: The Tax Allocation District Intergovernmental Agreement with Gwinnett County Board of Commissioners is a partnership aimed at revitalizing a specific area within our municipality. It allocates a portion of property tax revenue to fund redevelopment projects, infrastructure improvements, and economic growth. The agreement outlines roles, responsibilities, and a transparent process for community input. This collaboration will drive positive change while complying with all legal requirements. The City of Lawrenceville entered into an agreement with Gwinnett County Board of Commissioners in 2015 and the modification will allow for continued discussions that include a Tax Allocation District Advisory Committee, triennial milestone meetings, and project redevelopment.

Attachments:
Lawrenceville TAD IGA Modification
2015 TAD IGA

GCID2015-0499

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this 26th day of May, 2015 (the "Effective Date") by and between the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the GWINNETT COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of a political subdivision of the State of Georgia (the "County").

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 **"Agreement" or "Intergovernmental Agreement"** means this Intergovernmental Agreement, dated as of the Effective Date, between the City and the County.

1.2 **"Approved Projects"** means, collectively, the Projects recommended to the City for TAD financing by the City's Redevelopment Agency to be undertaken within the City of Lawrenceville TAD #1: Commercial Corridors TAD, by the City and/or by the owners or developers of the subject property to achieve the goals and objectives of the Redevelopment Plan.

1.3 **"Bond Indenture"** means, collectively and each respectively, each Trust Indenture, Bond Resolution, Bond Ordinance, Loan Agreement, Financing Agreement or other document pursuant to which one or more series of TAD financing is issued.

1.4 **"City"** means the City of Lawrenceville, Georgia, a municipal corporation of the State of Georgia.

1.5 **"City Resolution"** means those specific Resolutions adopted by the Lawrenceville City Council on October 6, 2014 and December 17, 2014 approving and amending the City of Lawrenceville Tax Allocation District Number 1: Commercial Corridors TAD Redevelopment Plan and establishing the Tax Allocation Increment Base and the boundaries of Lawrenceville Tax Allocation District Number One – Commercial Corridors TAD.

1.6 **"Commencement of Construction of Significant Projects"** means that one or more building permits shall have been issued for and construction or renovation shall have commenced on, one or more significant structural components of one or more of the Approved Projects in the Redevelopment Plan, which construction constitutes at least 5% of the total project cost and which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan.

1.7 **"County"** means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

1.8 **"County Resolution"** means that certain resolution adopted by the Board of Commissioners of the County on May 26, 2015, inter alia, consenting to the inclusion of certain County ad valorem taxes in computation of the Tax Allocation Increment with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.

1.9 **"County Tax Allocation Increment"** means that portion of the Tax Allocation Increment, computed in accordance with O.C.G.A. §36-44-3(14) in each calendar year, attributable to the County's portion of the ad valorem taxes for such calendar year. The total millage rate used for computation of future County Tax Allocation Increments shall be calculated as the sum of the "General Fund," "Fire and EMS," and "Recreation" millage charged within the City limits of Lawrenceville.

1.10 **"Initial Financing Period"** means up to a 25-year period from the Effective Date.

1.11 **"Lawrenceville Commercial Corridors TAD" or "TAD"** means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City pursuant to the City Resolution, and designated as the "City of Lawrenceville TAD #1: Commercial Corridors TAD," as more fully identified in the applicable Redevelopment Plan with respect thereto approved by the City.

1.12 **"Projects"** means those capital improvements (including related professional services costs) undertaken to achieve the goals and objectives of the Redevelopment Plan, as may be presented to the City's TAD Advisory Committee for consideration for TAD Financing, as required by Section 3.8.

1.13 **"Redevelopment Agency"** means the City Council which is the redevelopment agency for the TAD designated by the City of Lawrenceville in accordance with the Redevelopment Powers Law.

1.14 **"Redevelopment Area"** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolution and designated as the "City of Lawrenceville TAD #1: Commercial Corridors TAD," as more fully described in the City Resolution and the Redevelopment Plan.

1.15 **"Redevelopment Plan"** means the written plan of redevelopment for the Redevelopment Area (as defined in O.C.G.A. §36-44-3(9)) approved by the City in the City Resolution, designated as the "Commercial Corridors TAD Redevelopment Plan," as amended and containing the Lawrenceville Commercial Corridors TAD.

1.16 **"Redevelopment Powers Law"** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.16 "Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.17 "Special Fund" means the special fund with respect to the Lawrenceville Commercial Corridors TAD created pursuant to O.C.G.A. §36-44-11(c).

1.18 "Tax Allocation Increment" means the amount of positive tax allocation increment with respect to real property accrued in each calendar year within the Lawrenceville Commercial Corridors TAD as defined in O.C.G.A. §36-44-3(14).

1.19 "TAD Financing" means TAD Bonds issued by the City in accordance with O.C.G.A. §36-44-3(12), funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 or revenue bonds issued by the City pursuant to O.C.G.A. §36-44-13(3) with respect to the Lawrenceville Commercial Corridors TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.

1.20 "Term" means the term of this Agreement as prescribed in Section 3.1 hereof.

1.21 "TAD Advisory Committee" means a committee established by the City of Lawrenceville and Gwinnett County to review and make recommendations to the Lawrenceville City Council regarding future applications of Tax Allocation Increments and/or TAD Financing for Lawrenceville Commercial Corridors TAD.

ARTICLE 2

REPRESENTATIONS

2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City created the Urban Redevelopment Plan on August 1, 2011 and on October 6, 2014 created Lawrenceville TAD #1: Commercial Corridors TAD which was amended on December 17, 2014, pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the Commercial Corridors TAD #1.

2.1.3 The City intends to authorize the issuance of TAD Bonds or other means of TAD financing as may be necessary to implement provisions of the Redevelopment Plan.

2.1.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.1.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.1.6 The City agrees to adopt Tax Allocation District Policies and Guidelines consistent with Gwinnett County's Tax Allocation District general policies, guidelines, methods of financing, and maximum term as well as Gwinnett County's Debt Management Policy related to TAD bonds. The City of Lawrenceville further agrees to utilize an application for TAD financing that is consistent and contains the same information as the "Gwinnett County Application for TAD Financing."

2.2 **Representations of the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The County is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including, the pledge of certain ad valorem property taxes levied by the County on taxable real property within the Lawrenceville Commercial Corridors TAD in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant to O.C.G.A. §36-44-9(c).

2.2.3 The County has established certain objectives and promulgated relevant policies for establishing Tax Allocation Districts within unincorporated areas of the County.

2.2.4 The County has determined that the judicious consent to the use of certain Tax Allocation Increment within the Lawrenceville Commercial Corridors TAD in furtherance of the Redevelopment Plan is an effective means of assisting with the redevelopment of an economically-challenged area. Such redevelopment will benefit the residents and businesses of Gwinnett County through ameliorating deteriorating

areas, expanding the local tax base, and restoring targeted and sustainable growth within the Redevelopment Area.

2.2.5 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

ARTICLE 3

COUNTY TAX ALLOCATION INCREMENT

3.1 **Term of the Agreement.** The term of this Agreement (the "Term") shall commence on the Effective Date, and this Agreement shall remain in full force and effect until: (i) all TAD Financing and eligible Redevelopment Costs have been paid in full; (ii) the Lawrenceville Commercial Corridors TAD: has been terminated by Resolution for other reasons; or (iii) twenty-five years have elapsed from the Effective Date, whichever first occurs.

3.2 **Certification of Tax Allocation Increment Base.** The City and the County hereby agree that the Tax Allocation Increment Base for the Commercial Corridors TAD #1, which was certified by the State Revenue Commissioner as of December 31, 2014, is the taxable value of all real property subject to ad valorem property taxation located within the TAD, net of all exemptions and exclusions provided by law, in accordance with O.C.G.A 36-44-10.

3.3 **Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for Commercial Corridors TAD #1.**

3.3.1 Pursuant to the County Resolution, the County hereby consents and agrees to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2014. The total millage rate used for computation of future County Tax Allocation Increments shall be calculated as the sum of the "General Fund," "Fire and EMS," and "Recreation" millage charged within the City limits of Lawrenceville.

3.3.2 Commencing in 2015, the County authorizes the Gwinnett County Tax Commissioner to remit to the City each year during the term of this Agreement, in accordance with the Redevelopment Powers Law, the County Tax Allocation Increment for the TAD for such year within sixty (60) days after the due date for all ad valorem taxes paid by the due date and within sixty (60) days after the end of the year adjustment of the Annual Tax Allocation District Certification as to all such taxes paid after the due date therefore.

3.3.3 During the Initial Financing Period, the County Tax Allocation Increment may be included in TAD Financing of Approved Projects, subject to the terms of this Agreement.

3.3.4 After the Initial Financing Period, a resolution of the County shall be required to authorize the pledge of the County Tax Allocation Increment for additional TAD

Financing. Notwithstanding any decision by the County not to pledge the County Tax Allocation Increment beyond the Initial Financing Period, nothing in this Agreement shall obviate or diminish the pledge of the County Tax Allocation Increment toward the repayment of any TAD Financing then outstanding; any pledge of the County Tax Allocation Increment therefore shall remain pledged until such TAD Financing is completely satisfied.

3.3.5 The term of any or each TAD Financing for which the County Tax Allocation Increment is to be pledged shall mature at such time or times not more than 25 years from their respective issuance dates.

3.3.6 Upon the retirement of all outstanding TAD Financing, any funds derived from the County Tax Allocation Increment remaining in the TAD Special Fund after all redevelopment costs have been paid or otherwise satisfied shall be paid to the County within 60 days after the end of the calendar year in the same manner and in the same proportion as the most recent distribution by the County, in accordance with the Redevelopment Powers Law.

3.4 Issuance of TAD Bonds or other TAD Financing.

3.4.1 The aggregate principal amount of any and all TAD Financing issued by the City with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.

3.4.2 The Commencement of Construction of Significant Projects shall have occurred by no later than December 31, 2021.

3.4.3 In the event the deadline set forth in subsection 3.4.2 is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2021, unless the County waives this deadline by Resolution. If the County's consent so terminates, the County's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the County by the City within forty-five (45) days after the termination date.

3.5 Reporting. Commencing at the beginning of calendar year 2015 and each of the City's fiscal year thereafter, the City will provide to the County, within sixty (60) days after the end of each such fiscal year, a comprehensive annual report and audit regarding the amount of positive Tax Allocation Increment deposited in the TAD Special Fund, the uses of such funds, and the status of all development undertaken within the TAD.

3.6 Use of County Tax Allocation Increment. The County Tax Allocation Increment may be used for the following purposes:

3.6.1 Capital costs, including costs incurred for land clearing and grading, real property acquisition (provided said property is acquired for public use), demolition of existing structures, environmental remediation, construction of parking structures and water, sewer, storm water, or communications infrastructure; intersection, transit,

~~transportation and roadway improvements and conference or civic meeting facilities.~~
 Capital costs for which the County's increment may be used include infrastructure improvements that are interior to the project site and assist the overall development area. Any additional categories of expenditures for capital costs must be approved by Resolution of the Board of Commissioners.

3.6.2 TAD Financing costs, as authorized by O.C.G.A. §36-44-3(8); and

3.6.3 Professional service costs, imputed administrative costs and organizational costs, as authorized by O.C.G.A. §36-44-3(8).

3.6.4 The County Tax Allocation Increment may not be used or pledged to pay for or reimburse the costs of real property assembly associated with private development on private property.

3.7 Periodic Review. Commencing on January 1, 2022, and continuing every three (3) years thereafter, the City and the County agree to cooperatively review the report to determine whether the goals and incremental milestones of the Commercial Corridors TAD #1 as stated in the Redevelopment Plan have been achieved during the previous 3-year period and whether there has been sufficient Tax Allocation Increments generated and deposited into the Special Fund to pay all debt service payments when due on TAD financing, to satisfy all other terms of the Bond Indenture, and meet any other obligations related to TAD financing.

3.8 TAD Project Approval Process.

3.8.1 The City agrees to jointly create with Gwinnett County a five-member TAD Advisory Committee, which will review all Projects involving the expenditure of Tax Allocation Increments, and/or all issuances of TAD financing, prior to their consideration for approval by the City Council. Such TAD Advisory Committee shall include three members representing Gwinnett County to include the Chair of the Gwinnett County Board of Commissioners or that official's designee, the Gwinnett County Director of Planning & Development or that official's designee, and the Economic Development Division Director or that official's designee as voting members of such Committee, with the same powers and voting rights as all other members of said Committee. In the event that such Advisory Committee contains more than five members, Gwinnett County shall have the right to appoint representatives in the same proportion of representation as it has on the five member advisory committee.

3.8.2 Prior to the issuance of TAD financing for any Project, in whole or in part, with County Tax Allocation Increment, such Project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan. Information to be evaluated by the Redevelopment Agency for each proposed Project shall include but is not limited to, experience of the development team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the Project, and Tax Allocation Increment projected to be generated by such Project. Any Project recommended for TAD

financing to the City Council first must receive a favorable vote by a simple majority of the TAD Advisory Committee, at which time it will become an Approved Project.

3.8.3 Any proposed amendments to the Redevelopment Plan to materially increase redevelopment costs or materially amend the nature and scope of redevelopment for Commercial Corridors TAD #1 shall be recommended to the City only by majority vote of the TAD Advisory Committee, and by approval of the County Administrator. Any proposed amendments to the Redevelopment Plan to expand the boundaries of the Redevelopment area for which the County Tax Allocation Increment is requested to be pledged must be approved by Resolution of the City Council and by Resolution of the Board of Commissioners.

3.9 **TAD Project Financing Limit.** Unless otherwise authorized by the County in writing, no privately developed Project shall receive benefit of the County Tax Allocation Increment from either the TAD Special Fund or from the proceeds of TAD Financing in an amount which exceeds 15% of the total project value. Public facilities in support of the redevelopment plan which are linked to a major private investment are excluded from this limitation.

3.10 **Payment in Lieu of Taxes.** Commencing with remittance of the 2015 County Tax Allocation Increment, if any, the City agrees to make an annual payment in lieu of taxes ("PILOT") to the County, as authorized by O.C.G.A. §36-44-3(8)(G), in an amount which equals the incremental portion of the County Tax Allocation Increment, if any, which accrues from the tax levy for Parks and Recreation collected within the TAD. This payment shall be made by the City to the County within 60 days after the end of the calendar year.

3.11 **Future Request to Include School Increment.** The parties specifically acknowledge that that the City may request the consent of the Gwinnett County Board of Education for the inclusion of certain ad valorem taxes levied for educational purposes on real property within the boundaries of the TAD in the computation of the Tax Allocation Increment for the purposes of paying redevelopment costs. If such request is made, the City shall provide the Gwinnett County Tax Commissioner with the appropriate information.

3.12 **Special Conditions, Stipulations or Requirements.** The City shall promptly notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special conditions, stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that this Agreement shall be amended or supplemented to provide for such special financial conditions, stipulations or requirements imposed hereafter if so elected by the County, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

3.13 **City's Indemnification of County.** To the extent allowed by law, the City hereby agrees to defend and hold harmless the County and its Commissioners, officials, employees, agents and representatives from and against any and all claims, losses, damages, costs or expenses arising from or in connection with any actions, claims, suits or challenges of any kind related to the exercise, use, implementation or performance by the City or its Redevelopment Agency of the City's rights, powers or authority under the Redevelopment Powers Law or the actions of the City or its Redevelopment Agency under this Agreement.

3.14 Limitation of Obligations. The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the County.

ARTICLE 4

4.1 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4.3 Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

4.5 Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

4.6 Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY:

Bob Baroni
City Manager
70 South Clayton Street
Post Office Box 2200
Lawrenceville, Georgia 30046
(770) 963-2414

With A Copy to:

Lee Thompson
City Attorney
Thompson, Sweeny, Kinsinger & Pereira, P.C.
690 Longleaf Drive
Post Office Drawer 1250
Lawrenceville, Georgia 30046
(770) 963-1997 telephone
(770) 822-2913 facsimile

COUNTY:

Glenn Stephens
County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
(770) 822-7000

With A Copy to:

William J. Linkous, III
County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
(770) 822-8707

4.7 **Severability.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable by a court of competent jurisdiction under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

4.8 **Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

CITY OF LAWRENCEVILLE,
GEORGIA

By: Judy Jordan Johnson
Judy Jordan Johnson, Mayor

Attest: Karen Pierce
Karen Pierce, City Clerk
[SEAL]



Approved as to Form:

Lee Thompson
Lee Thompson, City Attorney

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: Charlotte J. Nash
Charlotte J. Nash, Commission
Chairman

Attest: Diane Kemp
Diane Kemp, Clerk



Approved as to Form:

M. Van Stephens
M. Van Stephens, Chief Assistant County Attorney

MODIFICATION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAWRENCEVILLE, GEORGIA AND THE GWINNETT COUNTY BOARD OF COMMISSIONERS DATED MAY 26, 2015

This Modification (the “Modification”) is made and entered into between the CITY OF LAWRENCEVILLE, GEORGIA a municipal corporation duly formed by the State of Georgia (the “City”) and the GWINNETT COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of Gwinnett County, a political subdivision of the State of Georgia (the “County”) (the City and the County being collectively described herein as the “Parties”). The Parties have entered into this Modification for the purpose of modifying certain deadlines set forth in the Intergovernmental Agreement between the City and the County, the same being dated May 26, 2015 (the “IGA”). Those modifications are explicitly provided below.

W I T N E S S E T H

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

ARTICLE I

INCORPORATION AND RESTATEMENT OF IGA

This Modification of the IGA shall not be interpreted as a repudiation of any of the mutual obligations, covenants, representations, or agreements contained in the IGA, except that the Parties agree to the modifications and extensions of certain deadlines set forth in the IGA as explicitly provided in the following subsections. All modifications below are intended to replace and restate those paragraph numbers as explicitly identified herein. Those Paragraphs and Sections of the IGA not explicitly modified, amended or restated in this Modification shall remain in full force and effect and are further incorporated and restated in this Modification.

All capitalized and defined terms used in the Modification shall be given the same meaning as prescribed in the IGA. References in this Modification to articles or paragraphs without reference to a particular agreement, either by parenthetical or otherwise, shall be interpreted as references to the articles and paragraphs of the IGA.

ARTICLE II

MODIFICATIONS

2.1 **Modifications of Paragraph 3.4.2 of the IGA.** Paragraph 3.4.2 of the IGA shall be modified to provide the following:

3.4.2 The Commencement of Construction of Significant Projects shall have occurred by no later than December 31, 2029.

2.2 **Modifications of Paragraph 3.4.3 of the IGA.** Paragraph 3.4.3 of the IGA shall be modified to provide the following:

3.4.3 In the event the deadline set forth in subsection 3.4.2 [of the IGA] is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of January 1, 2030, unless the County waives this deadline by Resolution. If the County's consent so terminates, the County's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the County by the City within forty-five (45) days after the termination date.

2.3 **Modifications of Paragraph 3.7 of the IGA.** Paragraph 3.7 of the IGA shall be modified to provide the following:

3.7 Commencing on January 1, 2026 and continuing every three (3) years thereafter, the City and the County agree to cooperatively review the report generated in accordance with Section 3.5 [of the IGA] to determine whether the goals and incremental milestones of the Commercial Corridors TAD #1 as stated in the Redevelopment Plan have been achieved during the previous 3-year period and whether there has been sufficient Tax Allocation Increments generated and deposited into the Special Fund to pay all debt service payments when due on TAD financing, to satisfy all other terms of the Bond Indenture, and meet any other obligations related to TAD financing.

2.4 **Modifications of Paragraph 4.6 of the IGA.** Paragraph 4.6 of the IGA shall be modified to read accordingly:

4.6 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY:

Chuck Warbington
City Manager
70 S Clayton Street
P.O. Box 2200
Lawrenceville, Georgia 30046
(678) 407-6577

With A Copy to:

V. Lee Thompson, Jr.
City Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP
690 Longleaf Drive
Post Office Drawer 1250
Lawrenceville, Georgia 30046
(770) 963-1997 telephone
(770) 822-2913 facsimile

COUNTY:

Glenn Stephens
County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
(770) 822-7000

With A Copy to:

Michael Ludwiczak
County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
(770) 822-8700

ARTICLE III

MISCELLANEOUS PROVISIONS

- 3.1 **Governing Law.** This Modification and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
- 3.2 **Entire Modification.** This Modification expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
- 3.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

3.4 **Counterparts.** This Modification may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

3.5 **Amendments in Writing.** This Modification may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David Still, Mayor

Attest: _____
Karen Pierce, City Clerk
[SEAL]

Approved as to Form:

V. Lee Thompson, Jr., City Attorney

**GWINNETT COUNTY
BOARD OF COMMISSIONERS**

**By: _____
Nicole L. Hendrickson, Chairwoman**

**Attest: _____
Tina King, Clerk**

[SEAL]

Approved as to Form:

Michael P. Ludwiczak, County Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 25, 2023

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: CIC2023-00010; Hearthside Lawrenceville, LP c/o Dennis J. Webb, Jr. – Smith, Gambrell & Russell, LLP; 213 Scenic Highway

Department: Planning and Development

Date of Meeting: Monday, September 25, 2023

Applicant Request: Change in Conditions to Approved Rezoning (RZM2020-00003)

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval**

Summary: The applicant is requesting a Change-in-Conditions to the previously approved rezoning case RZM2020-00003 and SUP2020-00034 to allow a Retirement Community/Independent Living Facility.

Attachments/Exhibits:

- CIC2023-00010_Report
- CIC2023-00010_Planning and Development Recommendations
- CIC2023-00010_Application
- CIC2023-00010_Approved Site Plan
- CIC2023-00010_Aerial_ZoomedIn_08162023
- CIC2023-00010_Aerial_ZoomedOut_08162023
- CIC2023-00010_Character Areas_ZoomedIn_08162023
- CIC2023-00010_Character Areas_ZoomedOut_08162023
- CIC2023-00010_DDA_ZoomedIn_08162023

- CIC2023-00010_DDA_ZoomedOut_08162023
- CIC2023-00010_Zoning ZoomedIn_08162023
- CIC2023-00010_Zoning ZoomedOut_08162023



LAWRENCEVILLE

Planning & Development

CASE NUMBER: CIC2023-00010

OWNER: GWINNETT HOUSING AUTHORITY

APPLICANT: DENNIS WEBB, HEARTHSIDE LAWRENCEVILLE

CONTACT: DENNIS WEBB – 404.815.3620

LOCATION(S): 213 SCENIC HIGHWAY

PARCEL ID(S): R5142 078 & R5142 053

APPROXIMATE ACREAGE: 5.19

ZONING PROPOSAL: OI (OFFICE - INSTITUTIONAL DISTRICT) – CHANGE IN CONDITIONS

PROPOSED DEVELOPMENT: RETIREMENT COMMUNITY, INDEPENDENT LIVING

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

VICINITY MAP





LAWRENCEVILLE

Planning & Development

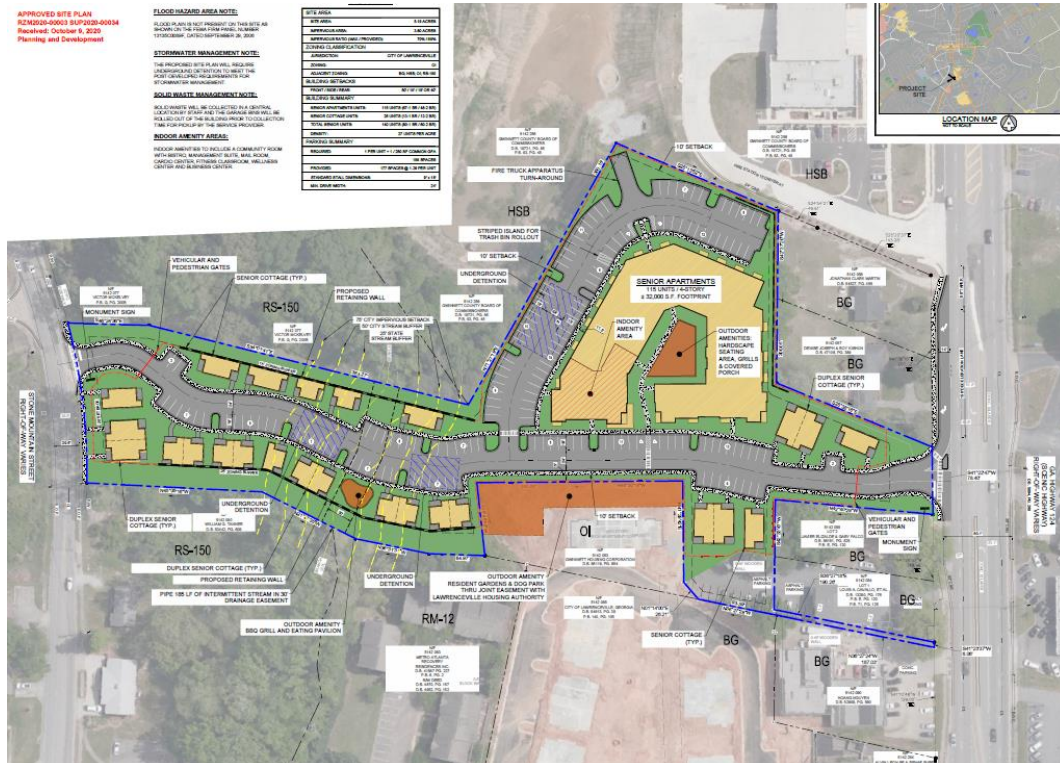
ZONING HISTORY

In 1960, the subject property was zoned RS-120 (Single Family Residential District) and OI (Office Institutional District). The entire property was rezoned to OI (Office Institutional District) in 2020 pursuant to case RZM2020-00003.

PROJECT SUMMARY

The applicant requests a change in conditions for an approximately 5.19-acre parcel at 213 Scenic Highway. In October 2020, City Council approved a plan to build a Retirement Community, Independent Living facility on the site consisting of 124 age-restricted residential units, with 115 independent multifamily units and nine (9) single-family residential units. The proposed change in conditions is to decrease the age restriction from 62 years of age and older to 55 years of age and older, to comply with federal requirements. There are no other changes requested; the site plan approved as a part of RZM2020-00003 (see below) will remain unchanged.

APPROVED SITE PLAN





LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

Zoning and other development considerations, such as parking requirements, landscape buffers, and architectural standards were thoroughly conditioned in the 2020 approval; these conditions shall remain, with the only proposed change being the reduction of the age restriction from 62 and older to 55 and older. The proposed change in conditions will not affect the overall development and zoning and development standards.

SURROUNDING ZONING AND USE

The surrounding area is characterized by commercial, institutional, and residential uses. The property is bordered by parcels zoned BG (General Business District) with uses such as County Courts, a fire station, single-family residences, and multifamily developments.

2040 COMPREHENSIVE PLAN

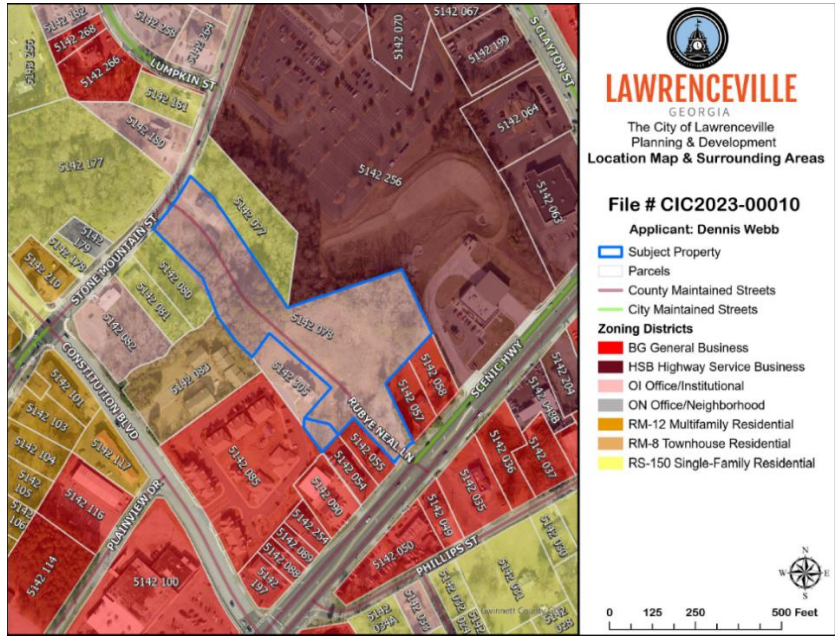
The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Downtown Character Area. Downtown is the heart of Lawrenceville, both in terms of its location and level of activity. As proposed, the request could be consistent with the intent of the 2040 Comprehensive Plan.



LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





LAWRENCEVILLE

Planning & Development

STAFF RECOMMENDATION

Given that City Council approved these plans in 2020, a change of conditions to decrease the minimum age requirement to age 55 is appropriate. The proposed development could provide affordable housing options, promote walkability, and potentially spur redevelopment in the immediate area. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested Change in Conditions.



LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



LAWRENCEVILLE

Planning & Development

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 change in conditions does not affect the approved proposal from 2020.

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

The change in conditions does not affect the approved proposal from 2020.

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

The change in conditions does not affect the approved proposal from 2020.

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

The change in conditions does not affect the approved proposal from 2020.

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

Yes, this is an appropriate use for the Downtown Character Area.

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

Yes, the proposed development would provide affordable housing options, promote walkability, and potentially spur redevelopment in the immediate area.

**PLANNING AND DEVELOPMENT DEPARTMENT
P&D RECOMMENDED CONDITIONS - 09062023**

Approval of Change-in-Conditions as OI (Office Institutional District) for a Retirement Community, Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. The proposed development shall be limited to a total of 140 residential units, consisting of 115-unit independent multifamily living units, 8 duplex cottages (16 units), and 9 single-family residential cottage units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The maximum building height shall be 55 feet.
 - C. Accessory structures shall be prohibited.
 - D. The development shall be age-restricted to residents 55 years of age and older.

2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site rezoning site plan, dated October 8, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Planning and Development Department.
 - B. The apartment buildings shall meet the multi-family residential architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein and excepting that all elevations of all buildings shall have majority exterior treatments of brick or stacked stone in each elevation. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - C. The residential cottage units shall meet the single-family residential architectural standards set forth in the Zoning Ordinance with the

exceptions outlined herein. Building elevations shall include roof variations with a craftsman style look including variations of stone and brick with appropriate sized porches on the front and back. Elevations shall be submitted for review and approval by the Mayor, City Manager, and Planning and Development Department prior to the issuance of a development permit. Garages are not required. All cottage units shall be designed so as to appear as though the unit is a single-family unit with only one front entrance and no front side entrances.

- D. Ingress/Egress to the subject property shall be limited to one point of access per street frontage and shall meet City and GDOT regulations as appropriate, including any dedication of Right-of-Way.
- E. Provide up to 186 parking spaces and one loading space designated for clients and employees parking. Client and employee parking shall be located in the front yard area. Parking and driveway surfaces shall be paved and striped to City standards.
- F. Provide a 15-foot wide natural buffer along the north property line, and a 25-foot wide natural buffer along the south property line immediately adjacent to residentially zoned properties. Disturbance within zoning buffers on the north and south sides shall be limited to allow for the execution of the submitted site plan, including but not limited to the installation of the retaining wall footings that will overhang and encroach into the zoning buffers in the constructed condition by up to five (5) feet. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.
- G. Provide a 10-foot landscape strip along the western right-of-way of Scenic Highway, and the eastern right-of-way of Stone Mountain Street. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- H. The development shall meet all State and City Stream Buffer requirements except as reflected on the October 8, 2020 site plan.
- I. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.

- J. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brick, stone, or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Department.
- K. All grassed areas shall be sodded.
- L. The utilities internal to the development must be placed underground.
- M. 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.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Outdoor storage shall be prohibited.
- P. City dumpsters shall be utilized for the entire development. Individual trash carts shall be prohibited within the development. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5-feet. The dumpster shall be screened on all sides by a minimum 6-foot high masonry wall with access via an opaque gate.
- Q. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- R. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- S. The development shall be a gated community, with automated car access at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made in a timely manner. Fencing along public Right of way shall be wrought iron style type fencing with masonry columns spaced 25 feet.

- T. Unless provided underground, Stormwater Detention facilities shall be screened from view with double-row evergreen trees and shrubs. Final Landscape Plans shall be subject to the review and approval of the Planning and Development Department.

- U. The project shall be coordinated with the infrastructure improvements being made with the Stone Mountain/Five Forks-Trickum sidewalk project.

MAYOR AND COUNCIL

CITY OF LAWRENCEVILLE, GEORGIA

ORDINANCE NO. 2020-25

READING AND ADOPTION:

At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.

<u>PRESENT</u>	<u>VOTE</u>
<u>David Still</u> , Mayor	<u>YES</u>
<u>Bob Clark</u> , Mayor Pro Tem	<u>NO</u>
<u>Victoria Jones</u> , Council Member	<u>YES</u>
<u>Glenn Martin</u> , Council Member	<u>YES</u>
<u>Keith Roche</u> , Council Member	<u>YES</u>

On motion of Mayor Still, seconded by Council Member Roche, which carried 4-1, the following ordinance was adopted:

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP

WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application to Amend the Official Zoning Map from RS-150 (Single-Family Residence District) and OI (Office Institutional District) to OI (Office Institutional District) by One Street Residential, LLC for the proposed use of a Retirement Community, Independent Living Facility on a tract of land described by the attached legal description, which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on October 26th, 2020 and objections were filed.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Lawrenceville this the 26th day of October, 2020, that the aforesaid application to amend

the Official Zoning Map from RS-150 (Single-Family Residential District) and OI (Office Institutional District) to OI (Office Institutional District) is hereby APPROVED WITH CONDITIONS.

Approval as OI (Office Institutional District) for a Retirement Community, Independent Living Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. The proposed development shall be limited to a total of 140 residential units, consisting of 115-unit independent multifamily living units, 8 duplex cottages (16 units), and 9 single-family residential cottage units. The development shall be fenced and gated. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
 - B. The maximum building height shall be 55 feet.
 - C. Accessory structures shall be prohibited.
 - D. The development shall be age-restricted to residents 62 years of age and older.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site rezoning site plan, dated October 8, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Planning and Development Department.
 - B. The apartment buildings shall meet the multi-family residential architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. Building elevations shall be submitted for review and approval by the Planning and Development Department prior to the issuance of a development permit.
 - C. The residential cottage units shall meet the single family residential architectural standards set forth in the Zoning Ordinance with the exceptions outlined herein. Building elevations shall include roof variations with a craftsman style look including variations of stone and brick with appropriate sized porches on the front and back. Elevations shall be submitted for review and approval by the Mayor, City Manager, and Planning and Development Department prior to the issuance of a development permit. Garages are not required. All cottage units shall be designed so as to appear as though the

unit is a single family unit with only one front entrance and no front side entrances.

- D. Ingress/Egress to the subject property shall be limited to one point of access per street frontage and shall meet City and GDOT regulations as appropriate, including any dedication of Right-of-Way.
- E. Provide up to 186 parking spaces and one loading space designated for clients and employees parking. Client and employee parking shall be located in the front yard area. Parking and driveway surfaces shall be paved and striped to City standards.
- F. Provide a 15-foot wide natural buffer along the north property line, and a 25-foot wide natural buffer along the south property line immediately adjacent to residentially zoned properties. Disturbance within zoning buffers on the north and south sides shall be limited to allow for the execution of the submitted site plan, including but not limited to the installation of the retaining wall footings that will overhang and encroach into the zoning buffers in the constructed condition by up to five (5) feet. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Planning and Development Department.
- G. Provide a 10-foot landscape strip along the western right-of-way of Scenic Highway, and the eastern right-of-way of Stone Mountain Street. Final landscaping design shall be subject to review and approval of the Planning and Development Department.
- H. The development shall meet all State and City Stream Buffer requirements except as reflected on the October 8, 2020 site plan.
- I. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- J. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. The maximum sign display area shall be limited to 32 square feet. The supporting base and structure shall consist of brick, stone, or material similar to the primary structures. Fiber Cement Siding, Metal or Wood Post shall not be used on the supporting base and structure. Subject to the review and approval of the Planning and Development Department.
- K. All grassed areas shall be sodded.

- L. The utilities internal to the development must be placed underground.
- M. 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.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Outdoor storage shall be prohibited.
- P. City dumpsters shall be utilized for the entire development. Individual trash carts shall be prohibited within the development. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5-feet. The dumpster shall be screened on all sides by a minimum 6-foot high masonry wall with access via an opaque gate.
- Q. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- R. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- S. The development shall be a gated community, with automated car access at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made in a timely manner. Fencing along public Right of way shall be wrought iron style type fencing with masonry columns spaced 25 feet.
- T. Unless provided underground, Stormwater Detention facilities shall be screened from view with double-row evergreen trees and shrubs. Final Landscape Plans shall be subject to the review and approval of the Planning and Development Department.
- U. The project shall be coordinated with the infrastructure improvements being made with the Stone Mountain/Five Forks-Trickum sidewalk project.

IT IS SO ORDAINED this 26th day of October, 2020



David R. Still, Mayor

Date Signed: 11-23-2020

ATTEST:


Amanda Harp, Assistant City Clerk



LAWRENCEVILLE

GEORGIA

CHANGE IN CONDITIONS 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. Property tax verification
7. 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
8. 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. Rezoning 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

DATE

ACKNOWLEDGED BY (PRINT NAME)

SIGNATURE



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 change in conditions application. Any opposition to the change in conditions 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 change in conditions application is denied by the Mayor and City Council, any new application for the same zoning 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

CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Hearthside Lawrenceville, LP c/o Dennis J. Webb, Jr. - Smith, Gambrell, & Russell, LLP</u> ADDRESS: <u>1105 W. Peachtree St. NE, Suite 1000</u> CITY: <u>Atlanta</u> STATE: <u>GA</u> ZIP: <u>30309</u>	NAME: <u>Hearthside Lawrenceville, LP</u> ADDRESS: <u>104 Interstate North Pkwy East SE</u> CITY: <u>Atlanta</u> STATE: <u>GA</u> ZIP: <u>30309</u>
CONTACT PERSON: <u>Dennis J. Webb, Jr.</u> PHONE: <u>404.815.3620</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>OI</u> REQUESTED ZONING DISTRICT: <u>OI</u> PARCEL NUMBER(S): <u>5 142 078, 5 142 079, 5 142 053</u> ACREAGE: <u>5.19 acres</u> ADDRESS OF PROPERTY: <u>213 Scenic Highway, Lawrenceville, GA 30046</u>	

See next page

 SIGNATURE OF APPLICANT DATE

 TYPED OR PRINTED NAME

 NOTARY PUBLIC DATE

See next page

 SIGNATURE OF OWNER DATE

 TYPED OR PRINTED NAME

 NOTARY PUBLIC DATE



LAWRENCEVILLE

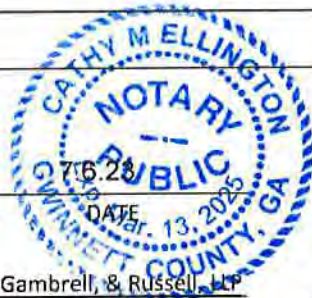
Planning & Development

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Hearthside Lawrenceville, LP c/o Dennis J. Webb, Jr. Smith Gambrell & Russell, LLP</u> ADDRESS: <u>1105 W. Peachtree Street NE, Suite 1000</u> CITY: <u>Atlanta</u> STATE: <u>GA</u> ZIP: <u>30309</u> PHONE: <u>404.815.3620</u>	NAME: <u>Hearthside Lawrenceville, LP</u> ADDRESS: <u>104 Interstate North Pkwy East SE</u> CITY: <u>Atlanta</u> STATE: <u>GA</u> ZIP: <u>30339</u> PHONE: _____
CONTACT PERSON: <u>Dennis J. Webb, Jr</u> PHONE: <u>404.815.3620</u> CONTACT'S E-MAIL: <u>dwebb@sgrlaw.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): _____ ACREAGE: _____ PARCEL NUMBER(S): _____ ADDRESS OF PROPERTY: _____ PROPOSED USE: _____	

[Signature]
 SIGNATURE OF APPLICANT

Dennis J. Webb, Jr - Smith, Gambrell, & Russell, LLP
 TYPED OR PRINTED NAME

[Signature] 7.6.23
 NOTARY PUBLIC DATE



[Signature] 06/16/2023
 SIGNATURE OF OWNER DATE

Brandon Page for Hearthside Lawrenceville, LP
 TYPED OR PRINTED NAME

[Signature] 6/16/23
 NOTARY PUBLIC DATE

PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED



Disclosures



LAWRENCEVILLE

Planning & Development

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? Yes
 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)
Mayor David Still	\$1000.00	March 16, 2023

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



LAWRENCEVILLE

Planning & Development

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LAWRENCEVILLE

GEORGIA

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

Dennis J. Webb, Jr. -
 Smith, Gambrell, and Russell, LLP

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LAWRENCEVILLE

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

JABR

J. Alexander Brock - Smith,
 Gambrell, and Russell, LLP

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LAWRENCEVILLE

GEORGIA

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If the answer is yes, please complete the following section: *Kathryn M Zickert* Kathryn M. Zickert - Smith, Gambrell, and Russell, LLP

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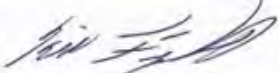


LAWRENCEVILLE

GEORGIA

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If the answer is yes, please complete the following section:  Kirk R. Fjelstul - Smith, Gambrell, and Russell, LLP

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

Letter of Intent

STATEMENT OF INTENT

and

Other Material Required by
City of Lawrenceville Zoning Ordinance

Change in Conditions

of

ONESTREET RESIDENTIAL, LLC

for

±5.030 acres of land
located in
Land Lot 142, 5th District
Address: 213 Scenic Highway

Submitted for Applicant by:

Dennis J. Webb, Jr.
Kathryn M. Zickert
J. Alexander Brock
Smith, Gambrell & Russell, LLP
1105 W. Peachtree Street, NE
Suite 1000
Atlanta, Georgia 30309
404-815-3500

I. INTRODUCTION

This Application seeks change in conditions from a rezoning of a ±5.19-acre property comprised of three parcels of land located in Land Lot 142, 5th District, Gwinnett County (Parcels 5142-053, 5142-078 and 5142-079) (“Subject Property”). More specifically, the Subject Property is located at 213 Scenic Highway. The Subject Property was rezoned in 2020 from RS-150 (Single Family Residential) and O-I (Office Institutional) to O-I (Office Institutional) per case number RZM2020-00003 (“2020 Rezoning”) for the development of an active senior living retirement community. The Lawrenceville City Council approved the 2020 Rezoning subject to twenty-five (25) conditions. Included was condition 1.D. which stated: “The development shall be age restricted to residents 62 years of age and older.” OneStreet Residential, LLC¹ (“Applicant”) now seeks to amend condition 1.D. to read: The development shall be age restricted to residents 55 years of age and older. The Applicant’s requested change from 62 to 55 years and older is necessary to meet the Housing and Urban Development’s (“HUD”) updated age restriction and familial status requirements. It is important to note that this request is solely due to changes in federal regulations and is not through any act on behalf of the Applicant. Moreover, there will be no changes to the scope or scale of the development that was considered in the 2020 Rezoning.

As reflected in the 2020 Rezoning, the Applicant’s development consists of 115 units in one four-story building, as well as 25 cottage residences, for a total of 140 units (“Proposed Development”). It is also important to note that the project is being developed and owned through a public-private partnership between the Lawrenceville Housing Authority and

¹ OneStreet Residential, LLC is the parent company of Hearthsides Lawrenceville, LP, which is the property owner. Both OneStreet Residential, LLC and Hearthsides Lawrenceville, LP are referred herein as “Applicant.”

OneStreet Residential. Age-eligible residents of the Hooper Renwick and Rich Martin public housing communities, anticipated to be 12 residents, will be housed in this community. The 12 residents will be managed by the Lawrenceville Housing Authority, which must comply with HUD requirements. HUD now requires the housing to be available to residents 55 years and older, thus prompting the current request.

Also note, that the Proposed Development is currently under construction with an expected completion date in early 2024. The condition limiting the housing to residents 62 years or older will restrict the Applicant and the Lawrenceville Housing Authority's ability to lease the facility under HUD regulations. As a result, it is imperative that the Applicant be granted the instant Change in Conditions to align the zoning conditions with current HUD requirements prior to the commencement of leasing.

The Applicant submits this document as a Statement of Intent with regard to its Application, a preservation of the Applicant's constitutional rights, and a written analysis for the rezoning criteria² listed in the City of Lawrenceville Zoning Code ("Zoning Code") § 907.

II. CRITERIA TO BE APPLIED TO THE CHANGE IN CONDITIONS

A) WHETHER A PROPOSED CHANGE IN CONDITIONS WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

Yes. The requested Change in Conditions has no bearing on the use of the property.

The senior housing use and the scope of the Proposed Development are the same that were approved in the 2020 Rezoning. The requested Change in Conditions merely seeks to bring the 2020 Rezoning conditions into alignment with the current HUD regulations.

² The Lawrenceville Zoning Ordinance does not list separate criteria for a Change in Conditions application, beyond what is required for a rezoning application.

B) WHETHER THE PROPOSED REZONING AND SUP WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

No. See answer to subparagraph A above.

C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED CHANGE IN CONDITIONS HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

Yes, the Subject Property is currently being developed for the proposed senior housing.

However, not changing the age restriction condition will prevent the Applicant and the

Lawrenceville Housing Authority from leasing its units.

D) WHETHER THE PROPOSED CHANGE IN CONDITIONS WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS;

No. See answer to subparagraph A above.

E) WHETHER THE PROPOSED REZONING AND SUP IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE COMPREHENSIVE PLAN.

Yes. The proposed Change in Conditions solely deals with an adjustment to the age restriction condition has no bearing on the Comprehensive Plan. The development will still be used for senior housing as approved in the 2020 Rezoning.

F) 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 PROPOSED CHANGE IN CONDITIONS.

As noted in the paragraphs above, HUD updated its housing requirements in 2023 to require public housing to be available to persons 55 years or older. When the 2020 Rezoning was approved, the limit was 62 years and older. The 2020 Rezoning conditions must now be

adjusted to bring them into conformance with current federal regulations.

IV. PRESERVATION OF CONSTITUTIONAL RIGHTS

As agent for the owners of the property, the Applicant respectfully submits that the current zoning classification and conditions and rules relative to a retirement community's right to use the Subject Property established in the City of Lawrenceville's Zoning Ordinance, to the extent they prohibit this use, are unconstitutional, and constitute an arbitrary, irrational abuse of discretion and unreasonable use of the zoning power because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the property owners in violation of the due process and equal protection rights of the property owner guaranteed by the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia. Further, the failure to allow this Change In Conditions would constitute a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

Further, the Applicant respectfully submits that the City Council's failure to approve the requested Change In Conditions application would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Property Owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

A refusal to grant the Change In Conditions application in question would be invalid inasmuch as it would be denied pursuant to an ordinance which is not in compliance with the Zoning Procedures Law, O.C.G.A. § 36-66-1 et seq., due to the manner in which the Ordinance as a whole and its map(s) have been adopted.

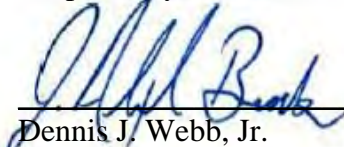
Opponents to this request, if any, lack standing; have failed to exhaust administrative remedies; and have waived their rights to appeal by failing to assert legal and constitutional objections.

V. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that the Change In Conditions application at issue be approved. The Applicant also invites and welcomes any comments from Staff or other officials of the City of Lawrenceville so that such recommendations or input might be incorporated as conditions of approval of this application.

This 7th day of July, 2023.

Respectfully submitted,



Dennis J. Webb, Jr.
Kathryn M. Zickert
J. Alexander Brock
Attorneys for Applicant

Legal Description

LAND DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 142 of the 5th Land District, in the City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at the Southeasterly end of the Mitered Intersection of the Northwesterly Right-of-Way of Georgia Highway 124 (a.k.a. Scenic Highway, R/W varies) and the Northeasterly Right-of-Way of Constitution Boulevard (f.k.a. Hillside Drive, 80' R/W); THENCE continuing along said Right-of-Way of Georgia Highway 124 in a Northerly direction for 403.24 feet to a 1/2" Rebar Found; THENCE continuing along said Right-of-Way of Georgia Highway 124 the following three (3) courses and distances, North 41 degrees 23 minutes 37 seconds East for a distance of 6.06 feet to a Point; THENCE North 41 degrees 26 minutes 07 seconds East for a distance of 148.96 feet to a 5/8" Rebar Found; THENCE North 42 degrees 40 minutes 29 seconds West for a distance of 11.14 feet to an Iron Pin Set, said point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and leaving said Right-of-Way, North 42 degrees 40 minutes 29 seconds West for a distance of 173.34 feet to a 1/2" Rebar Found; THENCE South 42 degrees 33 minutes 47 seconds West for a distance of 66.23 feet to a Point; THENCE North 39 degrees 17 minutes 05 seconds West for a distance of 40.74 feet to a Point; THENCE North 76 degrees 46 minutes 58 seconds West for a distance of 75.00 feet to a 1/2" Rebar Found; THENCE North 41 degrees 29 minutes 42 seconds East for a distance of 118.00 feet to a 1/2" Rebar Found; THENCE North 48 degrees 30 minutes 18 seconds West for a distance of 240.00 feet to a 1/2" Rebar Found; THENCE South 35 degrees 45 minutes 56 seconds West for a distance of 85.41 feet to an Axle Found; THENCE North 46 degrees 01 minutes 59 seconds West for a distance of 64.97 feet to a 1" Open Top Pipe Found; THENCE North 36 degrees 31 minutes 31 seconds West for a distance of 86.95 feet to a 1" Bar; THENCE North 21 degrees 27 minutes 35 seconds West for a distance of 122.40 feet to a Point; THENCE North 45 degrees 05 minutes 16 seconds West for a distance of 204.25 feet to an Axle Found on the Southeasterly Right-of-Way of Stone Mountain Street (R/W Varies); THENCE continuing along said Right-of-Way of Stone Mountain Street along a curve to the left having a radius of 710.00 feet and arc length of 188.00 feet being subtended by a chord of North 35 degrees 13 minutes 19 seconds East for a distance of 187.45 feet to a Mag Nail Set; THENCE leaving said Right-of-Way, South 46 degrees 24 minutes 36 seconds East for a distance of 94.68 feet to a 1/2" Rebar Found; THENCE South 34 degrees 01 minutes 41 seconds East for a distance of 383.27 feet to an Axle Found; THENCE North 71 degrees 27 minutes 19 seconds East for a distance of 350.15 feet to a 1/2" Rebar Found with cap (PPI LSF 313); THENCE South 25 degrees 13 minutes 52 seconds East for a distance of 204.96 feet to a 5/8" Open Top Pipe Found; THENCE South 42 degrees 37 minutes 20 seconds West for a distance of 200.05 feet to a 1" Open Top Pipe Found; THENCE South 25 degrees 38 minutes 16 seconds East for a distance of 189.73 feet to an Iron Pin Set on the aforesaid Right-of-Way of Georgia Highway 124; THENCE continuing along said Right-of-Way of Georgia Highway 124 the following two (2) courses and distances, South 66 degrees 03 minutes 21 seconds West for a distance of 12.03 feet to a Point; THENCE South 41 degrees 29 minutes 01 seconds West for a distance of 68.83 feet to an Iron Pin Set, said point being **THE POINT OF BEGINNING**.

Said property contains 5.030 Acres.

TOGETHER WITH easement benefiting the property by virtue of that Parking and Infrastructure Easement Agreement by and between the Housing Authority of the City of Lawrenceville, Georgia and Gwinnett Housing Corporation dated as of March 18, 2022 and recorded in Deed Book 59791, Page 400, Gwinnett County records.

Survey

Property Tax Verification




LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR CHANGE IN CONDITIONS

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	-	142	-	079
(Map Reference Number)	District		Land Lot		Parcel
					6.21.23
					Date

Dennis J. Webb, Jr. - Smith, Gambrell, and Russell, LLP
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)

Jacquleen Garcia

NAME

06/22/2023

DATE

Tax Associate II

TITLE

Site Plan

BUILDING NUMBER	UNIT	UNIT TYPE	BUILDING TYPE	BUILDING QUANTITY	UNIT QUANTITY	BUILDING		
						DIMENSIONS	AREA (SF)	HEIGHT (FT)
102	102	A	MAIN BUILDING					
101	101							
102.A	102.A	E		1	115	32,000		
102.B	102.B	A		5	5	20 X 38	760	
103	103	C		2	2	26 X 30	780	
104	104.A	F		2	2	30 X 35	1050	
104.B	104.B	D		2	4	26 X 30 BY 2.30	1090	
105	105.A	G		2	4	26 X 30 BY 2.30	1030	
106	106.B	B		3	6	22 X 48 & 22 X 48	2112	
107	107	A		1	2	30 X 35 & 30 X 35	2100	
108	108	A						
109	109	B						
110	110.A	D						
111	111.A	D						
111	111.B	D						
112	112	C						
113	113	A						
114	114.A	F						
115	115.A	F						
116	116.B	E						
117	117	A						
			TOTAL	18	140			

NOTE:
PROPOSED UNITS AND ASSOCIATED SIDEWALK CONNECTIONS ARE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURE PLANS FOR MORE INFORMATION.

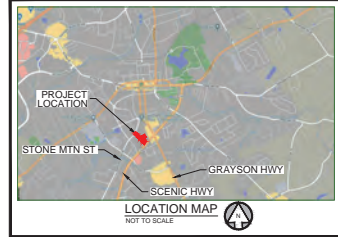
BUILDING LEGEND
BUILDING NUMBER: 102
BUILDING TYPE: E

- GENERAL SITE NOTES:**
- 1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.
 - 2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.
 - 3) BOUNDARY & TOPOGRAPHIC SURVEY BY PRECISION PLANNING INC., DATED JANUARY 4, 2021. BENCHMARK IS NOTED ON SURVEY.
 - 4) FLOOD PLAN IS NOT PRESENT ON THE SITE AS SHOWN ON THE FEMA FIRM MAPS NUMBERED 131502004R & 131502004W, DATED SEPTEMBER 29, 2004.
 - 5) 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 9' WIDE ACCESS AREA.
 - 6) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.
 - 7) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURBS AND GUTTER AND PAVEMENT, TREES AND GRASSING.
 - 8) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.
 - 9) ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. SEE REPORT PREPARED BY MATRIX ENGINEERING GROUP, INC., DATED AUGUST 7, 2020.
 - 10) A SEPARATE BUILDING PERMIT MUST BE ISSUED BY THE CITY TO ALLOW CONSTRUCTION OF EACH RETAINING WALL. THE PLANS FOR THE WALLS MUST BE PREPARED AND CERTIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER.

NOTE:
SEPARATE BUILDING PERMIT MUST BE ISSUED BY THE CITY TO ALLOW CONSTRUCTION OF EACH RETAINING WALL. THE PLANS FOR THE WALLS MUST BE PREPARED AND CERTIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER.

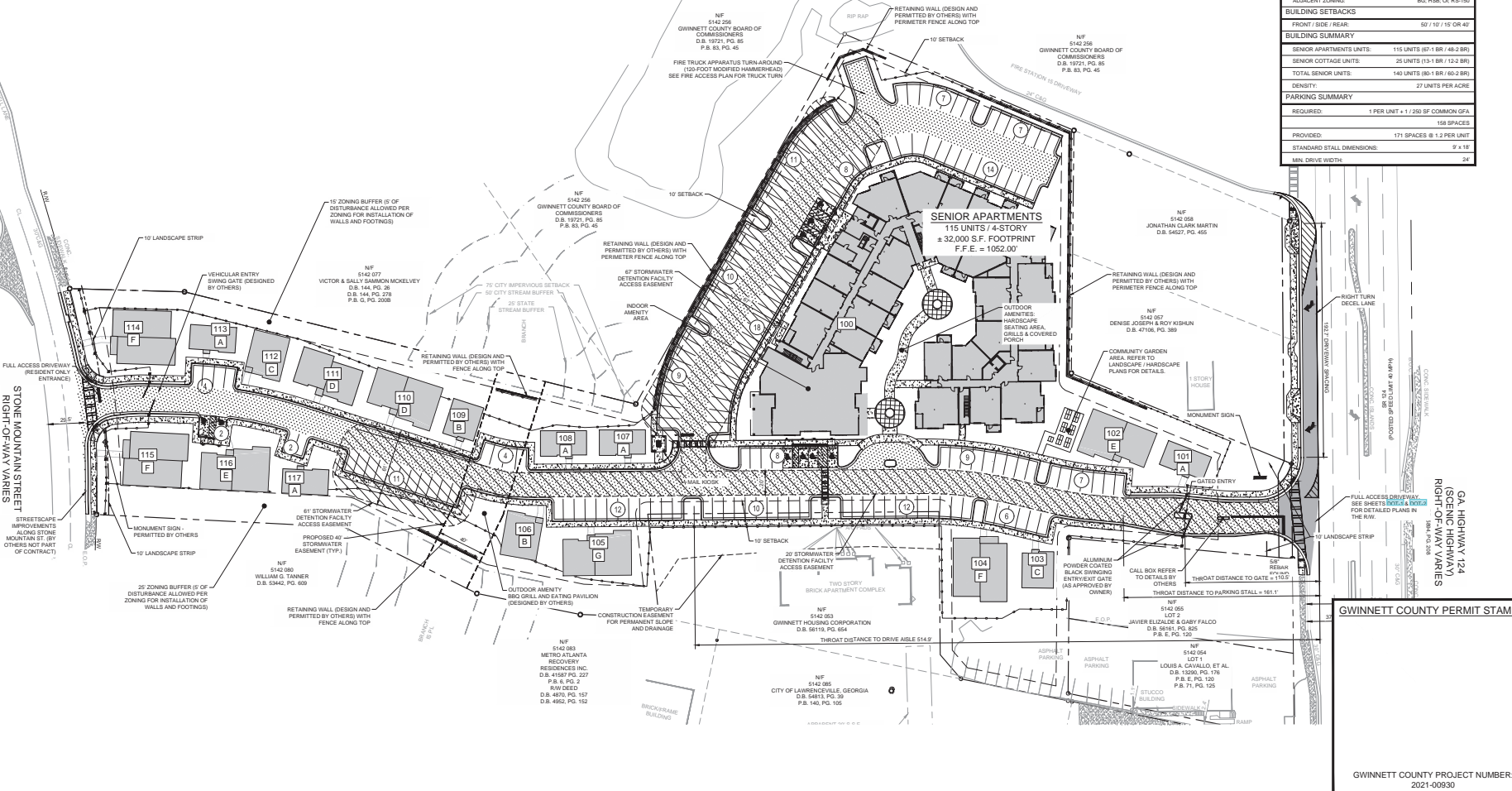
HATCH LEGEND:

- HEAVY DUTY ASPHALT PAVEMENT SEE SHEET 0205 FOR SECTION
- GOOD ASPHALT PAVEMENT SEE SHEET 0205 FOR SECTION
- STANDARD DUTY ASPHALT PAVEMENT SEE SHEET 0205 FOR SECTION
- STANDARD DUTY CONCRETE PAVEMENT/ OR PEDESTRIAN SIDEWALK SEE SHEETS 02 AND 0205 FOR DETAILS
- DECORATIVE STAMPED CONCRETE OR CONCRETE PAVEMENT SIDEWALK SEE HARDSCAPE PLANS FOR DETAILS (BY OTHERS)
- DETENTION FACILITY ACCESS EASEMENT



SITE SUMMARY

SITE AREA	5.99 ACRES
IMPERVIOUS AREA	3.55 ACRES
IMPERVIOUS RATIO (MAX / PROVIDED)	70% / 68%
ZONING CLASSIFICATION	
JURISDICTION	CITY OF LAWRENCEVILLE
ZONING	OH
ADJACENT ZONING	80, H5B, OL, RS-10
BUILDING SETBACKS	
FRONT / SIDE / REAR	50 / 10 / 15 OR 40'
BUILDING SUMMARY	
SENIOR APARTMENTS UNITS	115 UNITS (87-1 BR / 45-2 BR)
SENIOR COTTAGE UNITS	25 UNITS (13-1 BR / 12-2 BR)
TOTAL SENIOR UNITS	140 UNITS (80-1 BR / 60-2 BR)
DENSITY	27 UNITS PER ACRE
PARKING SUMMARY	
REQUIRED	1 PER UNIT + 1 / 250 SF COMMON SPA
PROVIDED	158 SPACES
STANDARD STALL DIMENSIONS	9' X 18'
MIN. DRIVE WIDTH	24'



LEICRAW ENGINEERING
3475 CORPORATE WAY
DUBLIN, GA 30098
PHONE: 770.414.0200
WWW.LEICRAWENGINEERING.COM

ONESTREET RESIDENTIAL
2000 RIVERDEE PARKWAY - SUITE 450 - ATLANTA, GA 30328

HEARTHSIDE - LAWRENCEVILLE
LAND LOT 142 OF THE TRACT DESCRIBED IN PARCEL NO. 51, 53, 78 & 79
LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

SEAL:
KYLE SHANNON
REGISTERED PROFESSIONAL ENGINEER
625/21

DESIGN TEAM:
DRAWN BY: JDR
DESIGNED BY: JDR
REVIEWED BY: TKR

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

GWINNETT COUNTY PERMIT STAMP:
SCALE & NORTH ARROW:
SCALE: 1"=40'
NORTH ARROW

GWINNETT COUNTY PROJECT NUMBER:
2021-00930

C-3.0

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of and reliance on this document without written authorization and adaptation by LeCraw Engineering, Inc. shall be without liability to LeCraw Engineering, Inc. Copyright LeCraw Engineering, Inc., 2021



LAWRENCEVILLE

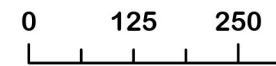
GEORGIA

The City of Lawrenceville
 Planning & Development
Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

- Subject Property
- Parcels
- Downtown Development Authority Boundary
- County Maintained Streets
- City Maintained Streets










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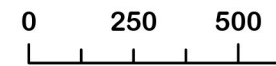
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

-  Subject Property
-  Parcels
-  Downtown Development Authority Boundary
-  County Maintained Streets
-  City Maintained Streets





LAWRENCEVILLE

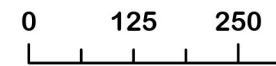
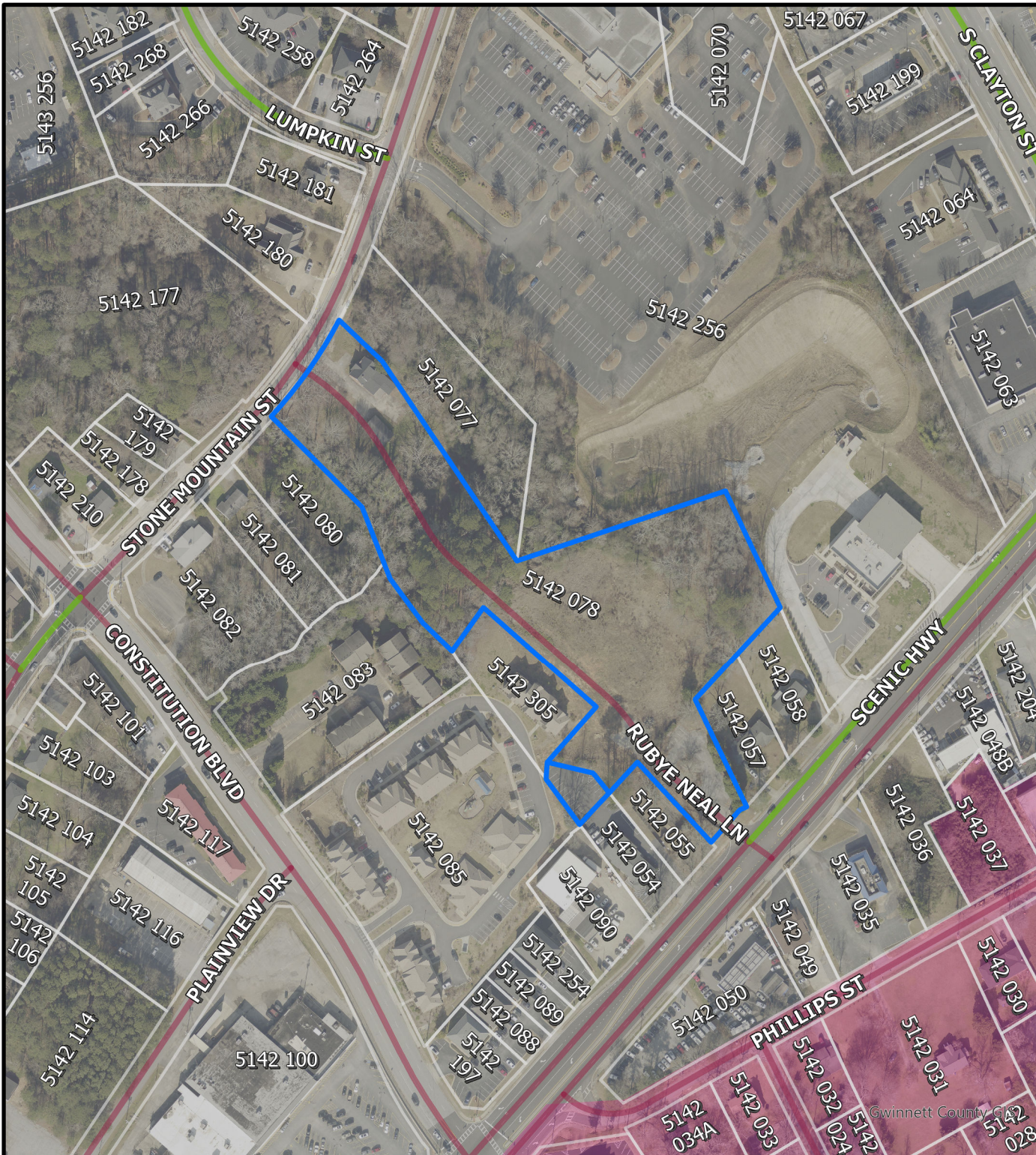
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Character Areas**
-  Community Mixed Use
-  Downtown









LAWRENCEVILLE

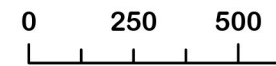
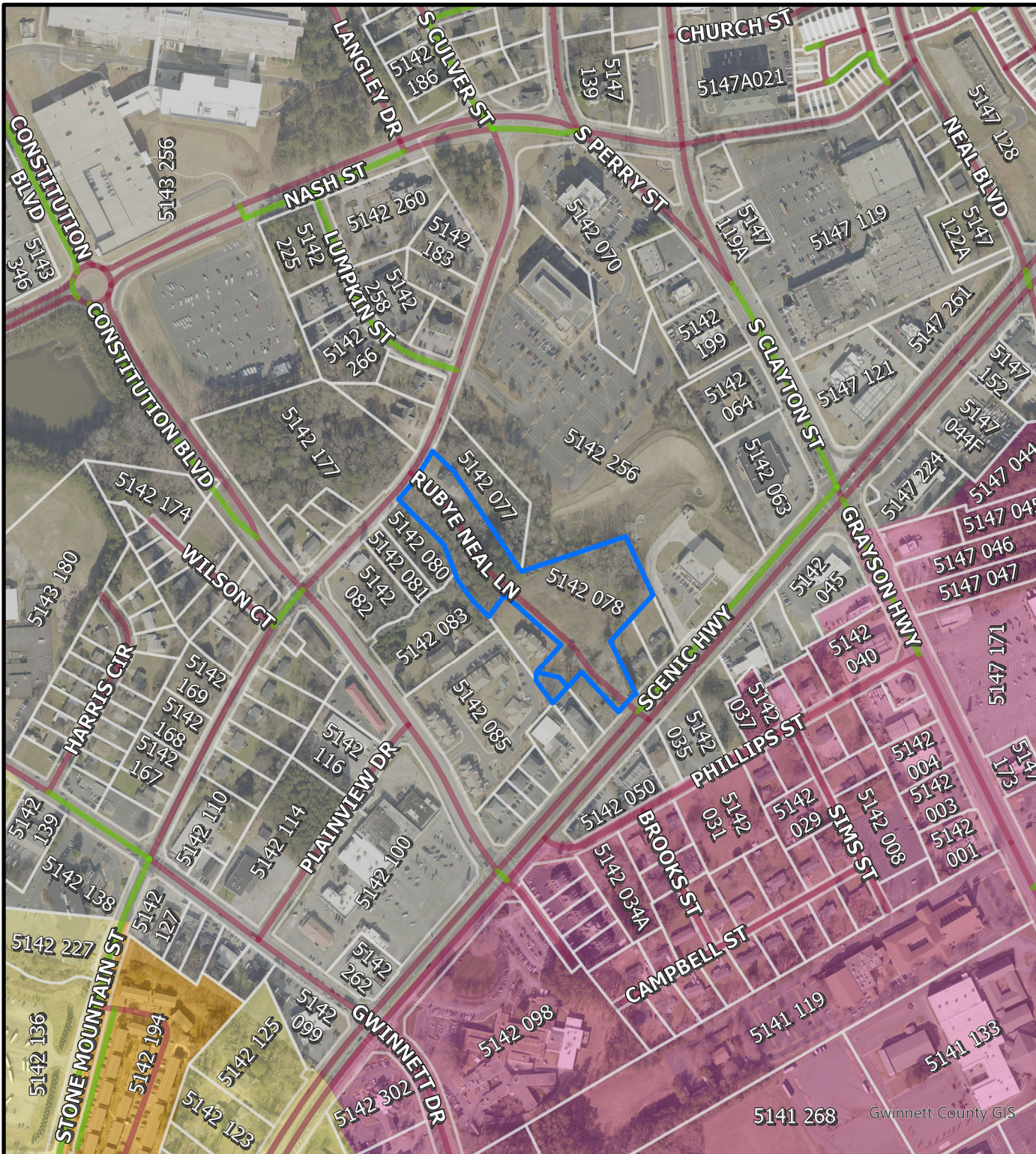
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Character Areas**
-  Community Mixed Use
-  Traditional Residential
-  Mixed Residential
-  Downtown









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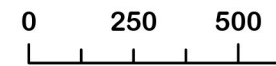
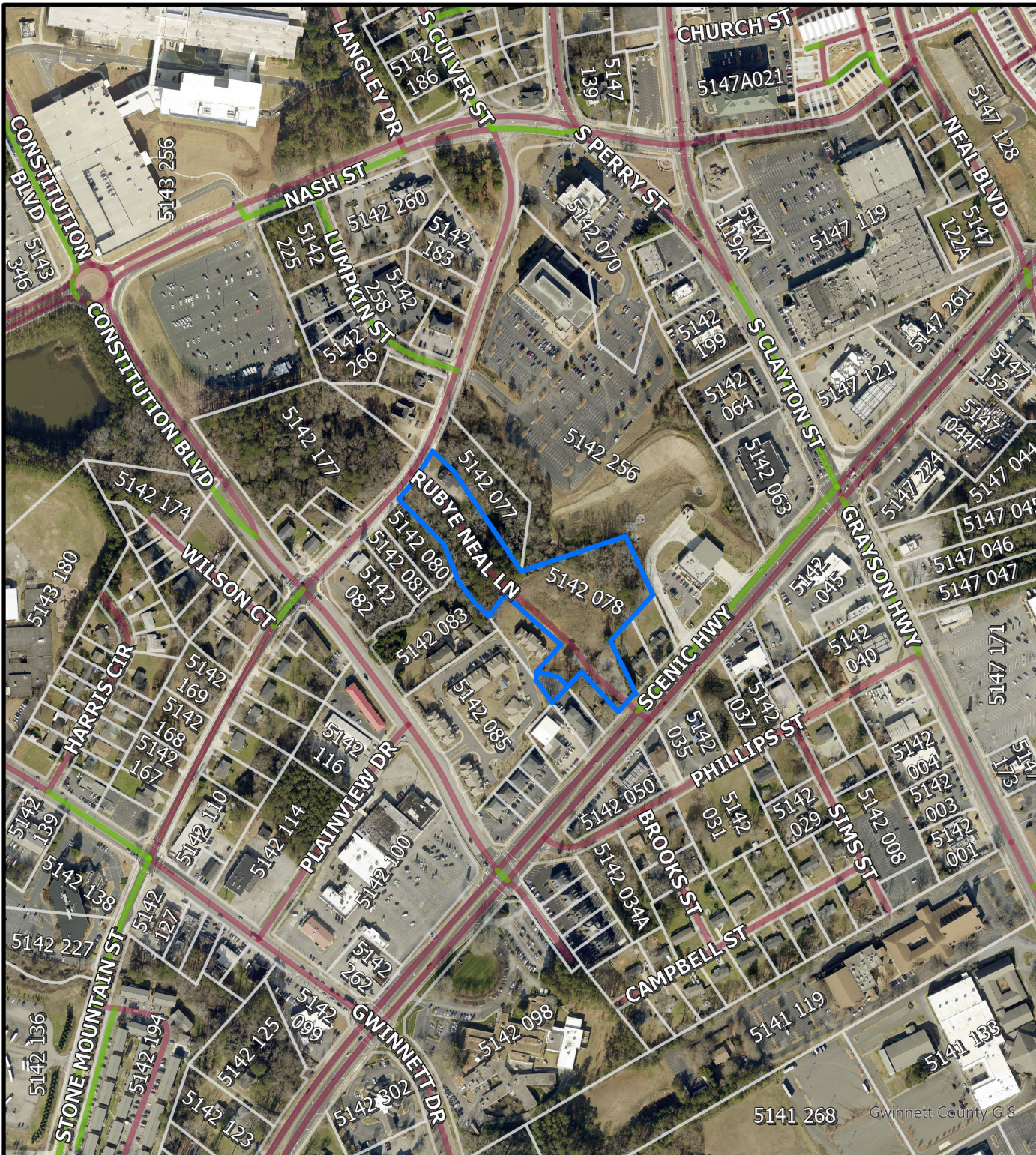
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
















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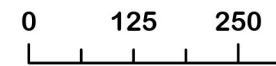
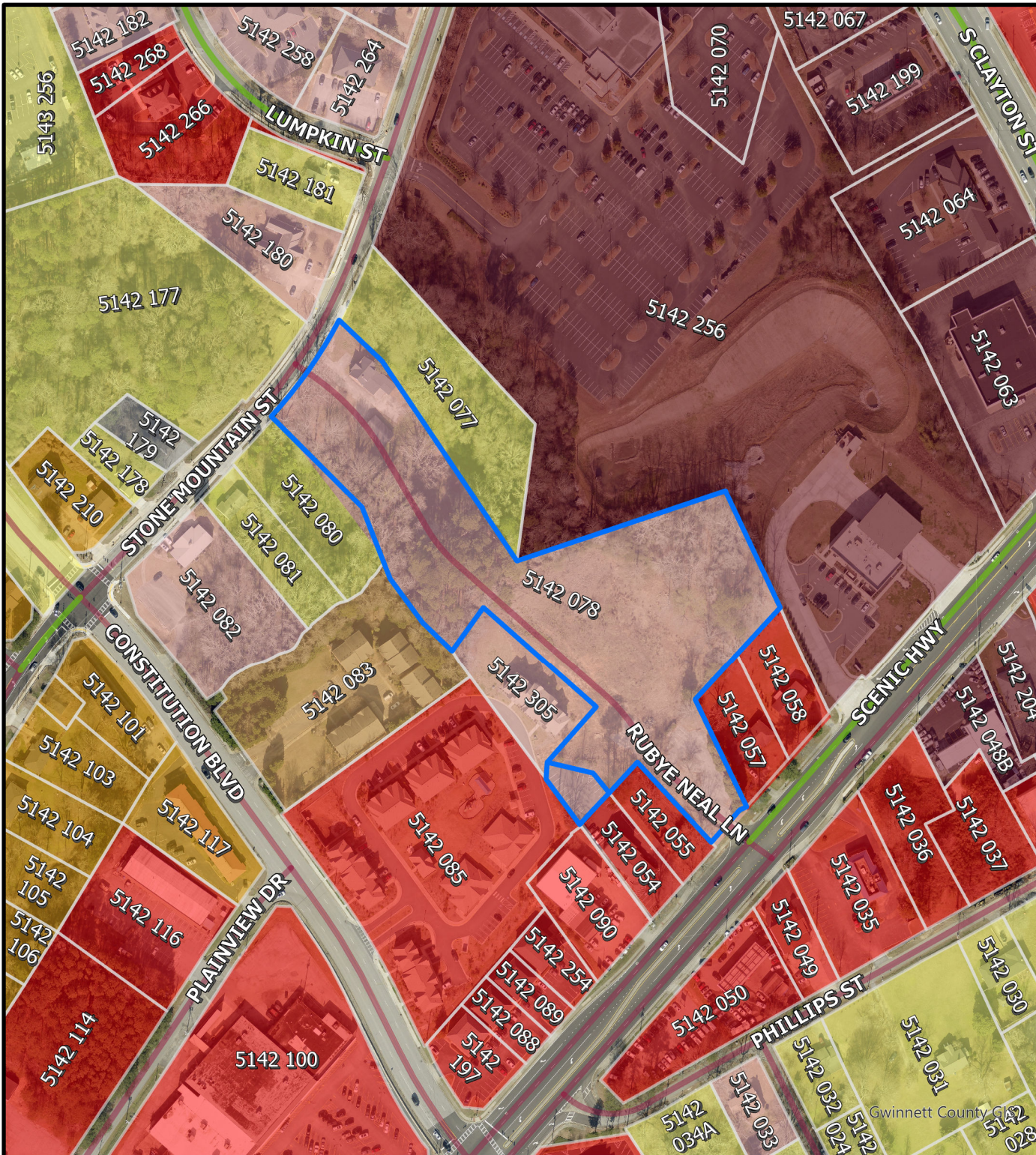
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Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  OI Office/Institutional
 -  ON Office/Neighborhood
 -  RM-12 Multifamily Residential
 -  RM-8 Townhouse Residential
 -  RS-150 Single-Family Residential


















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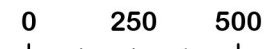
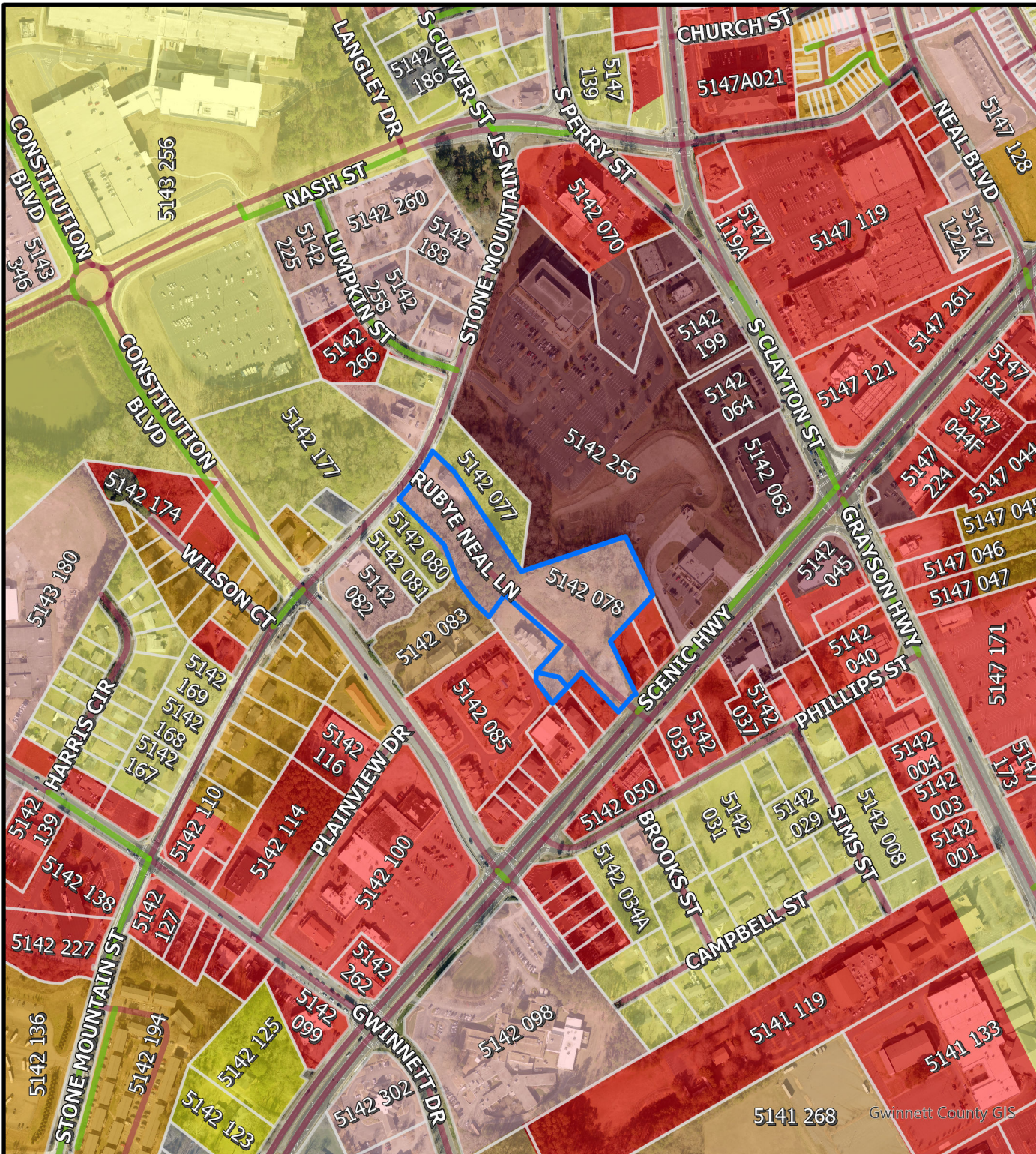
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # CIC2023-00010

Applicant: Dennis Webb

-  Subject Property
 -  Parcels
 -  County Maintained Streets
 -  City Maintained Streets
- Zoning Districts**
-  BG General Business
 -  BGC Central General Business
 -  HSB Highway Service Business
 -  OI Office/Institutional
 -  ON Office/Neighborhood
 -  RM-12 Multifamily Residential
 -  RM-8 Townhouse Residential
 -  RS-150 Single-Family Residential
 -  RS-180 Single-Family Residential





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, SEPTEMBER 25, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Acquisition of 2555 University Parkway
- Department:** City Administration
- Date of Meeting:** Monday, September 25, 2023
- Fiscal Impact:** \$9,500,000
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approval of the purchase of 2555 University Parkway (20.13 acres) from the Lewis Brothers Land Holdings, LLC for \$9,500,000 and authorize the Mayor to sign any documents upon the approval of the Purchase and Sale Agreement with the City Attorney

Summary: This acquisition continues the assemblage of property at the SR316/SR20 intersection for redevelopment and economic development purposes.

Attachments/Exhibits:
Lewis Brothers signed PSA

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 **LEWIS BROTHERS LAND HOLDINGS, LLC** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer") a Georgia Municipal Corporation.

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy approximately 20.13+/- acres of property known as 2555 University Parkway (Tax Parcel # 7011 002A) together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described on Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be NINE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$9,500,000.00).

(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 recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all

or any part of the Property.

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

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

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.

- vi) there are no encroachments upon the Property.

- vii) Intentionally Deleted.

- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

- ix) Intentionally deleted.

- x) 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 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 not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through and until November 1, 2023, 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; provided, however, that Buyer shall not be authorized to conduct a Phase II environmental study or any invasive test without the prior written consent of the Seller. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer’s agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period.

(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 November 1, 2023 Buyer shall deliver to Seller a statement of any objections to Seller’s title and Seller shall have a reasonable period of time, not to exceed fifteen (15) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections prior to closing, Buyer may terminate this Agreement by providing written notice to Seller within ten (10) days of receipt of Seller’s response notice, and Buyer recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than January 31, 2024, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to the parties.

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

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

not a "foreign person" as defined by the Internal Revenue Code.

iv) All other documents as may be reasonably required to be executed and delivered to complete this transaction as contemplated hereunder.

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

(d) All closing costs involved in the purchase of the Property (other than attorney's fees incurred by Seller), including, without limitation, any transfer tax, shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). The Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

The Seller and Buyer hereby warrant and covenant that they do not have any real estate brokers or agents involved in this transaction representing either party. 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: Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Box 1250
Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Email: fhartley@pkknlaw.com and lthompson@pkknlaw.com

SELLER: Lewis Brothers Land Holdings
952 Fred Kilcrease Rd.
Winder, GA 30680
Attn: Jason Lewis and Gary Lewis
Email: jason@lightnin.net and glewis@lightnin.net

Copy To: Andersen, Tate & Carr, P.C.
Attn: Michael J. Hay
1960 Satellite Blvd., Suite 4000
Duluth, Georgia 30097
Email: mhay@atclawfirm.com

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, firm, trust, or association wherever the context so requires.

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

plaintiff.

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

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

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

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

12. Modification of Contract.

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

13. Entire Contract.

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

14. Mutual Drafting.

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

15. Survival of Contract.

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

16. Special Stipulations

(a) This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.

- (b) During the Inspection Period, the Buyer will order an appraisal of the Property based on its current use. If the appraisal value is less than the Purchase Price, the Buyer shall have the right to terminate this Agreement.

- (c) At Closing, Buyer will execute a lease in favor of SKL, Inc. d.b.a. Lightnin' RV Rentals for a term of three (3) years from the Closing Date, at a monthly rental rate of \$3,500.00 per month. The area to be leased shall be as outlined in Exhibit B and subleasing the area is prohibited. All other equipment and vehicles outside the leaseable area shall be removed by Lewis Brothers Land Holdings, LLC. The lease is terminable within the three (3) year term by either SKL, Inc. d.b.a. Lightnin' RV Rentals or Buyer upon six (6) months prior written notice. At the end of the three-year term, the parties can agree mutually to an extension of the term.

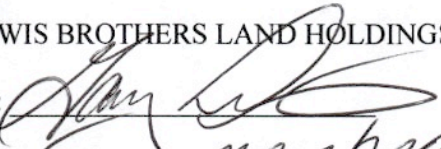
[SIGNATURE PAGE FOLLOWS]

This Agreement is agreed to this
19 day of Sept, 2023.

This Agreement is agreed to this
___ day of _____, 2023.

LEWIS BROTHERS LAND HOLDINGS, LLC

CITY OF LAWRENCEVILLE, GEORGIA

By: 
Title: member

By: _____
Title: _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District and Land Lot 176 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find The Point of Beginning commence at the northern end of the mitered intersection of the westerly Right-of-Way line of Georgia Highway 20 (Right-of-Way Varies as shown on Georgia Department of Transportation Project MSL00-0004-00(086)) and the northwesterly Right-of-Way line of Hurricane Shoals Road (100 Foot Right-of-Way); thence along the westerly right of Way line of Georgia Highway 20 following the curvature thereof to the right an arc distance of 203.52 feet, said curvature having a chord bearing and distance of North 11 Degrees 59 Minutes 28 Seconds East, 202.94 feet and having a radius of 777.00 feet; thence continue along the westerly right of Way line of Georgia Highway 20 North 19 Degrees 29 Minutes 41 Seconds East, 70.13 feet to a point and the Point of Beginning; thence leaving the westerly right of Way line of Georgia Highway 20 North 69 Degrees 59 Minutes 38 Seconds West, 140.18 feet to a point; thence following a curve to the left an arc distance of 44.63 feet to a point, said curvature having a chord bearing and distance of North 87 Degrees 02 Minutes 19 Seconds West, 43.97 feet and having a radius of 75.00 feet; thence South 75 Degrees 55 Minutes 06 Seconds West, 82.54 feet to a point; thence South 20 Degrees 00 Minutes 22 Seconds West, 167.56 feet to a point; thence South 61 Degrees 27 Minutes 09 Seconds West, 200.00 feet to a point; thence South 28 Degrees 33 Minutes 00 Seconds East, 25.00 feet to a point; thence South 61 Degrees 01 Minutes 43 Seconds West, 100.00 feet to a point; thence South 60 Degrees 06 Minutes 35 Seconds West, 103.00 feet to a point; thence South 27 Degrees 11 Minutes 01 Seconds East, 250.00 feet to a point on the northwesterly Right-of-Way line of Hurricane Shoals Road; thence along the northwesterly Right-of-Way line of Hurricane Shoals Road South 60 Degrees 13 Minutes 15 Seconds West, 60.00 feet to a point; thence leaving the northwesterly Right-of-Way line of Hurricane Shoals Road North 27 Degrees 11 Minutes 01 Seconds West, 267.78 feet to a point; thence North 32 Degrees 11 Minutes 27 Seconds West, 516.48 feet to a point; thence North 32 Degrees 11 Minutes 27 Seconds West, 4.89 feet to a point; thence South 74 Degrees 53 Minutes 36 Seconds West, 12.06 feet to a point; thence North 29 Degrees 22 Minutes 00 Seconds West, 826.88 to a point; thence North 29 Degrees 35 Minutes 18 Seconds West, 15.63 feet to a point on the southerly Right of Way line of Georgia Highway 316; thence along the southerly Right of Way line of Georgia Highway 316 North 76 Degrees 38 Minutes 47 Seconds East, 300.69 feet to a point; thence along the southerly Right of Way line of Georgia Highway 316 North 76 Degrees 26 Minutes 00 Seconds East, 99.87 feet to a point; thence along the southerly Right of Way line of Georgia Highway 316 North 76 Degrees 29 Minutes 16 Seconds East, 75.41 feet to a point; thence leaving said Right of Way and running along property owned by the Georgia Department of Transportation the following calls: South 68 Degrees 45 Minutes 38 Seconds East, 266.66 feet; South 42 Degrees 57 Minutes 31 Seconds East, 579.34 feet; South 18 Degrees 41 Minutes 22 Seconds West, 65.07 feet; South 68 Degrees 25 Minutes 32 Seconds East, 355.53 feet to a point and South 68 Degrees 25 Minutes 00

Seconds East, 97.93 feet to a point on the westerly Right-of-Way line of Georgia Highway 20 as previously described; thence along said Right of Way South 19 Degrees 29 Minutes 41 Seconds West, 219.15 feet to The Point of Beginning containing 21.88 Acres.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find The Point of Beginning commence at the northern end of the mitered intersection of the westerly Right-of-Way line of Georgia Highway 20 (Right-of-Way Varies as shown on Georgia Department of Transportation Project MSL00-0004-00(086)) and the northwesterly Right-of-Way line of Hurricane Shoals Road (100 Foot Right-of-Way); thence along the westerly right of Way line of Georgia Highway 20 following

the curvature thereof to the right an arc distance of 203.52 feet, said curvature having a chord bearing and distance of North 11 Degrees 59 Minutes 28 Seconds East, 202.94 feet and having a radius of 777.00 feet; thence continue along the westerly right of Way line of Georgia Highway 20 North 19 Degrees 29 Minutes 41 Seconds East, 70.13 feet to a point and The Point of Beginning; thence along property now of formerly owned by "Andalusia Properties, Inc. - Tax Parcel 7011-146" North 69 Degrees 59 Minutes 38 Seconds West, 140.18 feet to a point; thence following a curve to the left an arc distance of 44.63 feet to a point, said curvature having a chord bearing and distance of North 87 Degrees 02 Minutes 19 Seconds West, 43.97 feet and having a radius of 75.00 feet; thence South 75 Degrees 55 Minutes 06 Seconds West, 82.54 feet to a point; thence along property now of formerly owned by " Lewis Brothers Land Holdings, LLC - Tax Parcel 7011-002A" North 20 Degrees 00 Minutes 22 Seconds East, 216.95 feet to a point; thence North 79 Degrees 54 Minutes 48 Seconds East, 49.07 feet to a point; thence North 15 Degrees 02 Minutes 56 Seconds West, 25.40 feet to a point; thence North 21 Degrees 34 Minutes 28 Seconds East, 22.00 feet to a point; thence along property now or formerly owned by " Georgia Department of Transportation" South 68 Degrees 25 Minutes 33 Seconds East, 122.31 feet to a point; thence South 68 Degrees 25 Minutes 00 Seconds East, 97.93 feet to a point on the westerly Right of Way line of Georgia Highway 20; thence along the westerly right of Way line of Georgia Highway 20 South 19 Degrees 29 Minutes 41 Seconds West, 219.15 feet to The Point of Beginning containing 1.29 Acres.

LESS AND EXCEPT: Any additional property which may have been conveyed by Seller for right of way purposes as may be revealed in the Buyer's title commitment.

4878-4844-8124, v. 1

EXHIBIT "B"

