



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, November 17, 2021
2:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

- [1.](#) SUP2021-00051; Wade Marketing & Consulting Services; 3130 Sugarloaf Parkway, Suite 1200
- [2.](#) Sanitation Campaign
- [3.](#) Purchase of new Backup Systems
- [4.](#) 2022 Council Meeting Dates
- [5.](#) Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
- [6.](#) Amend City Code of Ordinances Section 34-1 to allow for the County or City to bill property taxes
- [7.](#) Resolution for Georgia Transportation Infrastructure Bank (GTIB) Grant Application for Scenic Highway at Jackson Street/New Hope Road Improvement Project
- [8.](#) American Rescue Plan Act Funds Budget Amendment FY 2022

- [9.](#) Authorize Submission of Grant Request to State of Georgia for First Responder Supplemental Pay
- [10.](#) Authorize Submission of Grant Request to State of Georgia (ARP Funds) for Sewer Improvements
- [11.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment
- [12.](#) 2022 Amendment to Building Lease of January, 2011 with Randy's Nursery
- [13.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 7.072 acre tract of land known as Lawrenceville DOT Parcel PM 2816
- [14.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.22 acre tracts of land known as SR316/SR20/Reynolds Road Property (Tax Parcel R7012 016A and R7012 020)
- [15.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the tracts of land known as Public Works Outparcel – Pike Street
- [16.](#) Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.345 acre tract of land known as Collins Hill Road at Hurricane Shoals Road Old ROW

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item: SUP2021-00051; Wade Marketing & Consulting Services; 3130 Sugarloaf Parkway, Suite 1200

Department: Planning and Development

Date of Meeting: Wednesday, November 17, 2021

Presented By: Todd Hargrave, Director of Planning and Development

**Planning and
Development
Recommendation:**

Approval with Conditions

**Planning
Commission
Recommendation:**

Approval with Staff recommendations

Summary: The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of an existing commercial retail development. The property is a 3.38-acre parcel, zoned BG (General Business District), located at the southeast intersection of Sugarloaf Parkway and Johnson Road. The property is developed as a commercial/retail center, consisting of multiple suites, driveways and parking.

Attachments/Exhibits:

- SUP2021-00051 REPORT
- SUP2021-00051 PLANNING AND DEVELOPMENT RECOMMENDATIONS
- SUP2021-00051 ATTACHMENTS

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT REPORT

CASE NUMBER	SUP2021-00051
APPLICANT	WADE MARKETING & CONSULTING SERVICES
CONTACT	JUANITA WADE
PHONE NUMBER	313.515.6506
ZONING CHANGE	-
LOCATION	3130 SUGARLOAF PARKWAY
PARCEL ID	R5085 695
ACREAGE	3.38
PROPOSED DEVELOPMENT	SPECIAL EVENTS FACILITY
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

The property has been zoned BG (General Business District) since 2005.

PROJECT DATA:

The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of an existing commercial retail development. The property is a 3.38-acre parcel, zoned BG (General Business District), located at the southeast intersection of Sugarloaf Parkway and Johnson Road. The property is developed as a commercial/retail center, consisting of multiple suites, driveways and parking.

The applicant is proposing to occupy Suite 1200, of the Sugarloaf Pointe shopping center to allow a Special Events Facility providing services relating to community events, meetings, pop-up shops, special occasions and training. Access to the property is provided via curb-cuts extending from Sugarloaf Parkway, Johnson Road and Old Snellville Highway.

As proposed, the parking regulations require seven parking spaces for this type of facility, however, the existing parking lot consist of 91 parking spaces which exceeds the minimum requirements and adequately provides a sufficient amount

of off-street parking. Additionally, all associated parking is located in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Events Facilities be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with intent of the Code of Ordinance as it relates to Special Events Facilities. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities to operate throughout the city limits in specific zoning classifications; which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.

The area surrounding the property consist primarily of single-family and commercial/retail developments. To the west and south is the Tanner's Pointe single-family subdivision located in unincorporated Gwinnett County zoned R-75 (Single-Family Residence District). To the east, across Old Snellville Highway, are properties located in unincorporated Gwinnett County utilized for office related activities zoned OI (Office Institutional District), and further to the east, in the city limits is a Place of Worship, zoned RS-150 (Single-Family Residence District). To the north, across Sugarloaf Parkway at its intersection with Old Snellville Highway, are properties located within unincorporated Gwinnett County consisting of a variety of uses and zoning, as well as the Sugarloaf Manor subdivision zoned R-ZT (Single-Family Residence Zero Lot Line/Townhouse District). To the north, at the northwest intersection of Sugarloaf Parkway and Johnson Road is a multi-tenant retail facility zoned BN (Neighborhood Business District). The mixture of zoning and uses in the immediate area further support the requested Special Use Permit.

The 2040 Comprehensive Plan and Future Development Map indicate the property is within the Neighborhood Mixed Use Character Area. Policies for this area are intended to provide walkability and services for nearby existing residential uses. Therefore, the proposed Special Use Permit may result in a use considered consistent with the intent of the 2040 Comprehensive Plan.

In conclusion, the requested Special Use Permit for a Special Events Facility, at an existing commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along this segment of the Sugarloaf Parkway corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**CODE ENFORCEMENT**

From 2018 to 2021, several Notice of Violations (NOVs) were issued for violations, which includes; commercial signage, outdoor storage and trash and debris.

DAMAGE PREVENTION DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment

ENGINEERING DEPARTMENT

No comment.

GAS DEPARTMENT

No comment

STANDARDS GOVERNING EXERCISE OF THE ZONING POWER

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

In light of the mixture of uses and zoning in the immediate area the requested Special Events Facility could be suitable to the area.

2. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property;

With the recommended conditions, potential impacts on adjacent and nearby properties could be reduced.

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

The property has a reasonable economic use as currently zoned.

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

Minimal impacts on public facilities would be anticipated from the addition of a Special Events Facility at this location.

5. Whether the proposed rezoning is in conformity with the policy and intent of the Comprehensive Plan; and

Policies of the Neighborhood Mixed Use Character Area are intended to provide a center for local service. As such the proposed Special Use Permit allowing a Special Events Facility at this location could be consistent with the Unified Plan.

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

To ensure the compatibility with rules and regulations of the City of Lawrenceville, it is suggested that conditions limit the Special Use Permit to a period of two years.

PLANNING AND DEVELOPMENT DEPARTMENT**RECOMMENDED CONDITIONS****SUP2021-00051:**

Approval of Special Use Permit for a Special Events Facility subject to the following conditions:

- 1.** General Business uses, which may include a Special Events Facility as a special use.
- 2.** 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.
- 3.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- 4.** Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
- 5.** Outdoor storage shall be prohibited.
- 6.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- 7.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- 8.** The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.



LAWRENCEVILLE

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SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Wade Marketing & Consulting Services</u>	NAME: <u>4 Seas Investments</u>
ADDRESS: <u>1458 Gates Mill Walk</u>	ADDRESS: <u>8445 Saint Marlo Fairway Drive</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Duluth</u>
STATE: <u>GA</u> ZIP: <u>30045</u>	STATE: <u>GA</u> ZIP: <u>30097</u>
PHONE: <u>313-515-6506</u>	PHONE: <u>678-371-8630</u>
CONTACT PERSON: <u>Juanita Wade</u> PHONE: <u>313-515-6506</u>	
CONTACT'S E-MAIL: <u>jewade8707@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>5th District</u> ACREAGE: <u>3.4 Acres</u>	
PARCEL NUMBER(S): <u>RS085-695</u>	
ADDRESS OF PROPERTY: <u>3130 Sugarloaf Parkway Ste 1200 Lawrenceville, Ga 30045</u>	
PROPOSED SPECIAL USE: <u>Event Center</u>	

SIGNATURE OF APPLICANT

DATE

Juanita Wade

TYPED OR PRINTED NAME:

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

KAMLESH R. CHUGH

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



WADE MARKETING & CONSULTING SERVICES

August 6, 2021

City of Lawrenceville
Planning Department
70 S. Clayton St.
P.O.Box 2200
Lawrenceville, Ga 30046

Letter of Intent: 3130 Sugarloaf Parkway Ste 1200

To Whom It May Concern:

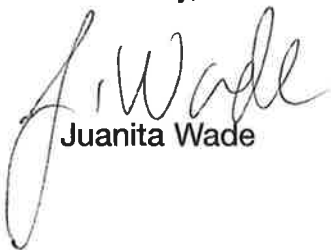
Wade Marketing & Consulting Services is submitting this Letter of Intent on behalf of Life Events Venue.

3130 Sugarloaf Parkway (otherwise known as L3 BA Sugarloaf Pointe) Suite 1200 is a 2800 square foot commercial space located in a commercial strip mall in, Lawrenceville, GA.

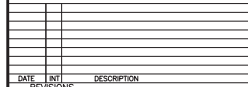
Our intent is to utilize space as an event center, to host meetings, training sessions, pop up shops, special occasions and community events.

If you have any questions about our intended use, you can contact Juanita Wade at 313-515-6506.

Sincerely,



Juanita Wade





LAWRENCEVILLE

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*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2021-00051

Applicant:
Wade Marketing & Consulting Services

Owner:
4 Seas Investments

Legend

- Subject Property
- Parcels
- Roads



0 90 180





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # SUP2021-00051

Applicant:
Wade Marketing & Consulting Services

Owner:
4 Seas Investments

Legend

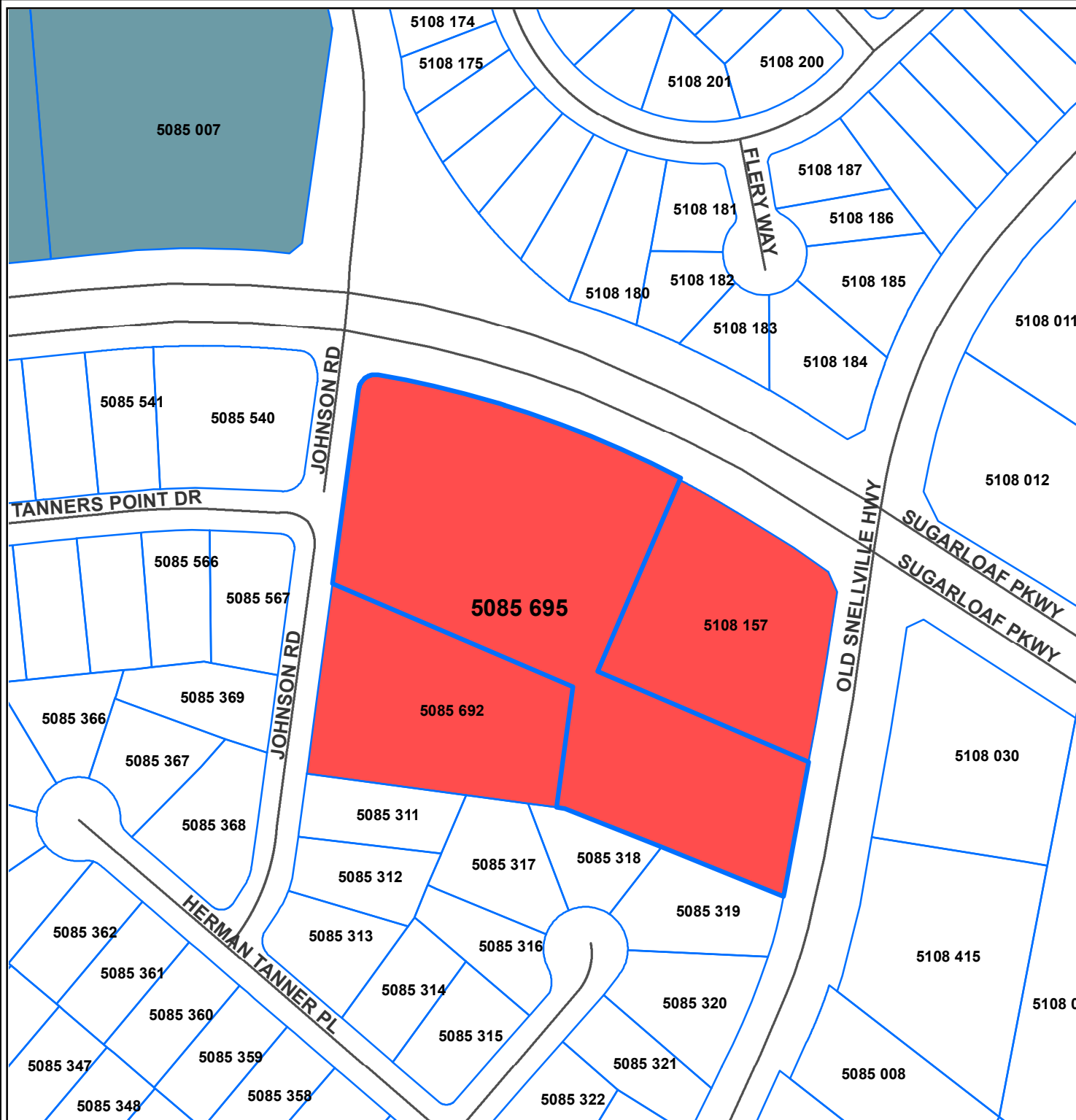
-  Subject Property
-  Parcels

Zoning Districts

-  BN Neighborhood Business
-  BG General Business
-  Roads



0 90 180





LAWRENCEVILLE

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AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item: Sanitation Campaign

Department: Community Relations & Sanitation

Date of Meeting: Wednesday, November 17, 2021

Fiscal Impact: \$0.00

Presented By: Melissa Hardegree, Community Relations Director

Action Requested: Update

Summary: Sanitation Campaign Presentation

Background: The Community Relations Department has created a public relations / communications campaign to clarify and simplify our Sanitation Services for City of Lawrenceville Sanitation customers.

Concurrences: Customer Service Department, Sanitation Department

Attachments/Exhibits:



LAWRENCEVILLE

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AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Purchase of new Backup Systems
Department:	Information Technology Department
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	\$107,291.92
Presented By:	Kyle J. Parker, Information Technology Director
Action Requested:	Approval to purchase new backup systems for the City Hall and Police Department networks from SHI International for \$107,291.92 and to authorize the City Manager to execute any necessary agreements pending the City Attorney's review. Prices are from Georgia State Contract and OMNIA cooperative contract.

Summary: The backup systems at City Hall and the Police Department are outdated and are at their end-of-life. Staff is proposing to replace the existing systems with Veeam backup software, StoneFly local storage system, and Wasabi cloud storage. The new system provides the ability to backup locally and to the cloud. Included are additional backup functions to backup our cloud-based email system Office 365.

Fiscal Impact: Amount of \$107,291.92. This project is funded by the Capital Outlay Fund (3551535-541000). Project 02-014.

Attachments/Exhibits:

SHI Quote-21195473.pdf (Veeam)
 SHI Quote-21195746.pdf (StoneFly)
 SHI Quote-20923899.pdf (Wasabi)



Pricing Proposal
Quotation #: 21195473
Created On: 10/28/2021
Valid Until: 11/30/2021

3.

City of Lawrenceville

Kyle Parker

70 South Clayton St
3rd Floor
Lawrenceville, GA 30046
United States
Phone: (770) 963-2414
Fax:
Email: Kyle.Parker@LawrencevilleGA.Org

Inside Account Executive

Lauren Rallis

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3086
Fax:
Email: lauren_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Availability Suite Universal Subscription License. Includes Enterprise Plus Edition features. 3 Year Subscription Upfront Billing & Production (24/7) Support. Veeam Software - Part#: P-VASVUL-0ISU3YP-00 Contract Name: Software Contract #: 99999-SPD-SPD0000060-0003	8	\$2,993.34	\$23,946.72
2 Veeam Backup for Microsoft Office 365 - Upfront Billing License (3 years) + Production Support - 1 user - public sector - ESD - minimum purchases of 10 licenses per order - Win Veeam Software - Part#: P-VBO365-0U-SU3YP-00 Contract Name: Software Contract #: 99999-SPD-SPD0000060-0003	300	\$37.08	\$11,124.00
Total			\$35,070.72

Additional Comments

1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Veeam has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

that applicable line item.

3.



Pricing Proposal
Quotation #: 21195746
Created On: 10/28/2021
Valid Until: 9/30/2021

3.

City of Lawrenceville

Kyle Parker

70 South Clayton St
3rd Floor
Lawrenceville, GA 30046
United States
Phone: (770) 963-2414
Fax:
Email: Kyle.Parker@LawrencevilleGA.Org

Inside Account Executive

Lauren Rallis

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3086
Fax:
Email: lauren_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 StoneFly XD-Series Enterprise Appliance, Gen 10, 3U, Supports up to 16 Drives (3.5" SAS), Stonefly - Part#: SFY-XD10-16B Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$9,687.69	\$19,375.38
2 Customer-Supplied Veeam Licenses Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
3 StoneFly DR365V Virtual Storage Appliance License Package: StoneFly SCVM 8.x Virtual Storage Appliance - SAN Management 64-Bit Storage Concentrator Virtual Machine - Includes iSCSI Base OS, Advanced Features with Snapshot & Synchronous Replication, Thin P Stonefly - Part#: SFY-DRV-06 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 Add StoneFly iSCSI Asynchronous Replication (One-to-Many & Many-to-One), Stonefly - Part#: SF8X-ASYNCH-SC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$1,084.62	\$2,169.24
5 Add StoneFly NAS (Support for CIFS/SMB & NFS Volumes, NAS Segment AES256 Data Encryption, WORM Compliant Policy-Based NAS Storage Support, Built-In Virus, Malware and Ransomware Detection and Removal for NAS Volumes, NAS Tiering, Supports Unlimited NAS Stonefly - Part#: SF8X-NAS-SC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$540.00	\$1,080.00

6 Customer-Supplied VMware Hypervisor License, Stonefly - Part#: SFY-D-BYOLHV-VM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00
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7	Hypervisor Version Installed for Customer-Supplied License: VMware vSphere - ESXi 7.0 Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
8	Customer will supply the Windows License for the Backup Management VM, Stonefly - Part#: SFY-D-BYOLWINVM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
9	Backup Management VM Version Installed for Customer-Supplied License: Microsoft Windows Server 2019 Standard Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
10	Dual 12-Core 2.2GHz 2nd Gen Scalable Xeon Silver Processors, Stonefly - Part#: SFY-XD10-U-XEON12C22 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$646.15	\$1,292.30
11	256GB High Speed Dual-Channel System Memory with Buffered Error Checking and Correction, Stonefly - Part#: SFY-XD10-U-256GB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$1,950.00	\$3,900.00
12	512GB PCI-E Based NVMe SSD for Virtualization and Storage Engine, Stonefly - Part#: SFY-XD10-U-OS512 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$76.15	\$152.30
13	Dual 10Gb RJ-45 Ports [Backwards Compatible with 1Gb] (Standard) Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
14	Add Dual 10Gb SR Optical Ports with 10Gb SFP+ SR Optical Transceiver Modules, Stonefly - Part#: SFY-NET04- Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$964.62	\$1,929.24
15	Gigabit Management Port and Intelligent Platform Management Interface (IPMI) v2.0 with Virtual, Media and KVM-Over-LAN Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
16	16TB 7200RPM Enterprise 12Gb SAS Drive Pack, Stonefly - Part#: SFY-12GS-A-16TB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	26	\$630.77	\$16,400.02
17	High-Performance 12Gb SAS Hardware RAID Controller with RAID Cache Battery Backup, Supports RAID Levels 0, 1, 5, 6, 10, 50 and 60, Supports up to 240 Total Drives via EBODs Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions	2	\$0.00	\$0.00

18	Redundant High-Efficiency Hot-Swappable Power Supply (Certified 80-PLUS® Platinum or Above) Stonefly - Part#: SFY-12GS-A-16TB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00	3.
19	Professional Services: Remote Installation, Configuration, Testing, Training (Up to 2-Hours), Stonefly - Part#: SRV-RMT-INST-2HR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$384.62	\$769.24	
20	StoneFly Gold Support Service, 3-Years from Ship Date Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$7,407.69	\$14,815.38	
21	Shipping: 3-Day Saver Stonefly - Part#: Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$442.31	\$884.62	
			Total	\$62,767.72	

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

University System of Georgia IT Handbook
http://www.usg.edu/information_technology_handbook/

Georgia Technology Authority – Enterprise IT Policies, Standards, and Guidelines
<http://gta.georgia.gov/psg/>

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 20923899
Created On: 8/25/2021
Valid Until: 11/30/2021

3.

City of Lawrenceville

Kyle Parker

70 South Clayton St
3rd Floor
Lawrenceville, GA 30046
United States
Phone: (770) 963-2414
Fax:
Email: Kyle.Parker@LawrencevilleGA.Org

Inside Account Executive

Lauren Rallis

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-3086
Fax:
Email: lauren_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Wasabi Reserved Capacity Hot Cloud Storage - 50TB for 3 Years Wasabi Technologies - Part#: Wasabi-RCS-50-3 Contract Name: Software Contract #: 99999-SPD-SPD0000060-0003	1	\$9,453.48	\$9,453.48
Total			\$9,453.48

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

University System of Georgia IT Handbook
http://www.usg.edu/information_technology_handbook/

Georgia Technology Authority – Enterprise IT Policies, Standards, and Guidelines
<http://gta.georgia.gov/psg/>

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



LAWRENCEVILLE

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AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item: 2022 Council Meeting Dates

Department: City Clerk

Date of Meeting: Wednesday, November 17, 2021

Fiscal Impact: None

Presented By: Karen Pierce, City Clerk

Action Requested: Approve the 2022 Council Meeting and Work Session Dates.

Attachments/Exhibits: 2022 Council meeting calendar

2022 COUNCIL MEETING SCHEDULE

Work Session – 5PM	Council Meeting – 7PM
Meeting Date	Meeting Date
January 12, 2022	January 26, 2022 (Wednesday)
February 9, 2022	February 28, 2022
March 9, 2022	March 28, 2022
April 13, 2022	April 25, 2022
May 11, 2022	May 23, 2022
June 8, 2022	June 20, 2022
July 13, 2022	July 25, 2022
August 10, 2022	August 22, 2022
September 14, 2022	September 26, 2022
October 12, 2022	October 24, 2022
November 16, 2022*	November 16, 2022
December 14, 2022*	December 14, 2022

Note:

Council Meetings are normally held at 7:00 PM

Work Sessions are normally held at 5:00 PM

*November and December Work Sessions will be held at 2pm.



LAWRENCEVILLE

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AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
Department:	Engineering
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	\$800,000.00
Presented By:	Jim Wright, City Engineer
Action Requested:	Approval to renew Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract to The Dickerson Group, Inc. in the amount of \$400,000.00 and DAF Concrete, Inc. in the amount of \$400,000.00.

Summary: This is an on-demand contract for services that include but are not limited to pouring concrete structures, curbs and gutters, catch basins, spillways, brick paving, sidewalks, and driveways. It will be used on an as-needed basis. The contractors will supply all labor, materials, and equipment necessary to perform the various jobs. This is the first of four renewal options. Pricing for The Dickerson Group, Inc. has increased 10% as stipulated in the agreement while DAF Concrete, Inc. is holding their pricing firm.

Fiscal Impact: Amount of \$800,000.00. This contract is funded by the Capital Outlay Fund (3554200.541000). Project 08-005.

Attachments/Exhibits:
Bid Tabulation

AQ004-21

Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract Public Works

				The Dickerson Group, Inc.		DAF Concrete, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Demo Exis. 6"X 24" Concrete Curb & Gutter	400	LF	\$38.50	\$15,400.00	\$5.00	\$2,000.00
2	Demo Exis. Concrete Sidewalk Incl. H/Cap Ramps.	100	SY	\$49.50	\$4,950.00	\$10.00	\$1,000.00
3	Demo Exis. Concrete Driveways	300	SY	\$60.50	\$18,150.00	\$10.00	\$3,000.00
4	Demo Exis. Concrete Catch Basin Top & Thought	5	Each	\$2,750.00	\$13,750.00	\$150.00	\$750.00
5	Ditch/ Stream Cleanout – Remove Debris Loose Material, Silt and Vegetation At Culverts & Storm Drain Structures and Hall Off Unsuitable Soil.	100	CY	\$44.00	\$4,400.00	\$50.00	\$5,000.00
6	Construct Complete New 4" Thick - Sidewalk Type "A" With No Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$44.00	\$4,400.00	\$50.00	\$5,000.00
7	Construct Complete New 4" Thick - Sidewalk Type "B 1" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$57.20	\$5,720.00	\$150.00	\$15,000.00
8	Construct Complete New 4" Thick - Sidewalk Type "B-2" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$57.20	\$5,720.00	\$150.00	\$15,000.00
9	Construct Complete New 4" Thick - Sidewalk Type "B-3" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$58.30	\$5,830.00	\$150.00	\$15,000.00
10	Construct Complete New 4" Thick - Sidewalk Type "C" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$49.50	\$4,950.00	\$150.00	\$15,000.00
11	Construct Complete New Handicap Ramps – All Types With Yellow Plastic Dome Pads, Including GAB & Excavation	80	SF	\$41.80	\$3,344.00	\$20.00	\$1,600.00
12	Construct Complete Con. Curb & Gutter. 6 In X 24 In, Including Gab & Excavation	500	LF	\$30.80	\$15,400.00	\$25.00	\$12,500.00
13	Construct Complete Concrete Driveway Apron, 6" Thick - W/ 6x6 Wwf & GAB Including Excavation)	500	SY	\$60.50	\$30,250.00	\$40.00	\$20,000.00
14	Class " B" Concrete	50	CY	\$605.00	\$30,250.00	\$200.00	\$10,000.00
15	Flowable Fill	25	CY	\$330.00	\$8,250.00	\$200.00	\$5,000.00
16	Construct Complete Double Wing Catch Basin (Less Than 8' Depth)	5	Each	\$4,950.00	\$24,750.00	\$1,000.00	\$5,000.00
17	Construct Complete Single Wing Catch Basin (Less Than 8' Depth)	5	Each	\$4,950.00	\$24,750.00	\$1,000.00	\$5,000.00
18	Construct/Replace Complete Con. Tops For Catch Basins & Manholes	5	Each	\$2,750.00	\$13,750.00	\$1,500.00	\$7,500.00
19	Construct Complete Pedestal Inlet (Less Than 8' Depth)	3	Each	\$4,950.00	\$14,850.00	\$1,000.00	\$3,000.00

20	Construct Complete Hood & Frame Drop Inlet (Less Than 8' Depth)	5	Each	\$4,950.00	\$24,750.00	\$1,500.00	\$7,500.00
21	Construct Complete Manhole (Less Than 8' Depth)	4	Each	\$4,950.00	\$19,800.00	\$2,500.00	\$10,000.00
22	Construct Complete Doghouse Manhole (Less Than 8' Depth)	3	Each	\$7,150.00	\$21,450.00	\$2,000.00	\$6,000.00
23	36" Flared End Section	3	Each	\$6,600.00	\$19,800.00	\$800.00	\$2,400.00
24	24"-48" Concrete Headwall	3	Each	\$4,400.00	\$13,200.00	\$4,000.00	\$12,000.00
25	Temporary Silt Fence Type "C"	400	LF	\$4.40	\$1,760.00	\$2.00	\$800.00
26	Permanent Grassing- Install Sod (All Types) to Match Existing Including Agricultural Lime - Fertilizer Mixed Grade	200	SY	\$16.50	\$3,300.00	\$10.00	\$2,000.00
27	Temp. Inlet Protection At All Inlet Structures	4	Each	\$137.50	\$550.00	\$200.00	\$800.00
28	Install Complete - Graded Aggregate Base (Gab) - 6" - 10" Thick	100	TN	\$33.00	\$3,300.00	\$40.00	\$4,000.00
29	Install Complete - # 57 Stone	100	TN	\$33.00	\$3,300.00	\$40.00	\$4,000.00
30	Asphalt Patching 12.5 Mm Complete - 4" Deep, Incl Tack & Matl	50	SY	\$103.95	\$5,197.50	\$30.00	\$1,500.00
31	Remove/Relocate Road Sign, Incl. Mailboxes	25	Each	\$44.00	\$1,100.00	\$100.00	\$2,500.00
32	Adjust Hydrant to Grade	2	Each	\$1,045.00	\$2,090.00	\$5,000.00	\$10,000.00
33	Relocate Exist Water Meter Incl. Box	2	Each	\$1,980.00	\$3,960.00	\$200.00	\$400.00
TOTAL				\$372,421.50		\$210,250.00	
Will vendor hold pricing firm? Renewal Option 1				10%		10%	
Will vendor hold pricing firm? Renewal Option 2				10%		10%	
Will vendor hold pricing firm? Renewal Option 3				10%		10%	
Will vendor hold pricing firm? Renewal Option 4				10%		10%	

Recommended Vendors:

The Dickerson Group, Inc.
 871 Old Peachtree Road NW
 Lawrenceville, GA 30043
 770-513-4558
jason.freeland@dickersongroup.net

DAF Concrete, Inc.
 9160 Turner Rd.
 Jonesboro, GA 30236
 770-629-4036
daf_concrete_inc@yahoo.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Amend City Code of Ordinances Section 34-1 to allow for the County or City to bill property taxes
Department:	Finance
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	N/A
Presented By:	Keith Lee, Finance Director
Action Requested:	Consider revising the City Code of Ordinances to allow for the County or City to bill property taxes

Summary: The City's property taxes are collected annually after the City sets its millage rate, the County has submitted a digest, and the Department of Revenue has approved the digest. The updated ordinance allows for the City to collect its taxes or to contract with the County.

Fiscal Impact: N/A

Attachments/Exhibits: City Ordinance (redline version)

Chapter 34 TAXATION

ARTICLE I. IN GENERAL

Sec. 34-1. Ad valorem tax and municipal tax sales.

- (a) *Rate of levy.* The annual ad valorem tax rate shall be reset for the year during the annual budget process by the Mayor and Council.
- (b) *Assessment and fair market value.* The ~~Gwinnett County Tax Commissioner~~City or the Gwinnett County Tax Commissioner, pursuant to the authority of O.C.G.A. § 48-5-359.1, shall may bill all ad valorem taxes, including real property and personal property, ~~on behalf of the City pursuant to the authority of O.C.G.A. § 48-5-359.1.~~ Ad valorem billing shall consist of a line item identified as taxes imposed by the City on the ~~County's~~ tax bills, and such taxes shall be collected using the ~~County's~~ due dates established by the billing entity. The Tax Commissioner, if billing City taxes, or the City Manager or Designee shall have the responsibility for the issuing of executions, levying upon properties, conducting tax sales, and pursuing collection through bankruptcy courts on behalf of the City of Lawrenceville. The City shall ~~provide the County with~~approve a its millage rate within the City, properly advertised, on or before ~~June~~August 1 of each year or the date allowed by the presentation by Gwinnett County to the City of Lawrenceville of the City ad valorem digest, whichever of the two dates occurs later. ~~The City hereby adopts the schedule for terms of collections provided by Gwinnett County.~~
- (c) *Failure to pay tax.* The City shall forthwith issue an execution against any person who has defaulted in the payment of any ad valorem to be paid. The execution this issued shall be a lien on all the property of such person, both real and personal, and shall be placed in the hands of the City officer responsible for collection by levy and sale.
- (d) *Against who charged.* Taxes are to be charged against the owner of the property, if known, or against the specific property, if known, or against the specific property itself if the owner is not known. Life tenants and those who enjoy the use of the property are chargeable with the tax thereon.
- (e) *Exempted property.* Property exempt from ad valorem taxation shall be as established in O.C.G.A. § 48-5-41.
- (Code 2005, § 4-101; Ord. of 5-6-2002; Ord. of 10-7-2002; Ord. of 8-7-2006.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Resolution for Georgia Transportation Infrastructure Bank (GTIB) Grant Application for Scenic Highway at Jackson Street/New Hope Road Improvement Project
Department:	Engineering
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	Up to \$510,000.00
Presented By:	Jim Wright, P.E., City Engineer
Action Requested:	Adopt Resolution in support of GTIB grant application for the Scenic Highway at Jackson Street/New Hope Road Improvement Project and authorization for the Mayor, City Attorney and City Clerk to execute necessary documents to apply and accept grant.

Summary: The Georgia Transportation Infrastructure Bank (GTIB) is managed by the State Road and Tollway Authority (SRTA). Applications for grants are due by December 15, 2021 and awards are expected to be announced in spring 2022. SRTA utilizes State motor fuel tax for project grants to local communities to fund projects that enhance mobility and drive economic development. The Scenic Highway at Jackson Street/New Hope Road Improvement Project is a good candidate for the GTIB grant and meets all of the program requirements. The requested grant amount is \$510,000, which is 25% of the estimated project cost of \$2,026,812.30.

Fiscal Impact: Up to \$510,000.00

Attachments/Exhibits: GTIB Grant Resolution

RESOLUTION _____

RESOLUTION OF COMMITMENT

CITY OF LAWRENCEVILLE

WHEREAS, The State Road and Tollway Authority (SRTA) has grant funding available, through the Georgia Transportation Infrastructure Bank (GTIB) program, to offer competitive grants to local governments for transportation projects that improve local communities; and

WHEREAS, the GTIB program prioritizes projects that have local funding, partnerships, are ready to proceed with construction and meet important transportation needs that improve safety, mobility and economic development; and

WHEREAS, The City of Lawrenceville desires to improve the intersection of Jackson Street, New Hope Rd. and Scenic Highway, and such improvements will improve mobility, safety and enhance economic development; and

WHEREAS, the City of Lawrenceville has funding allocated in the Capital Budget for the project; and

WHEREAS, the City of Lawrenceville has completed the design of the project; and

WHEREAS, the City of Lawrenceville has acquired all necessary Right-of-Way and Easements for the project; and

WHEREAS, the City owns and maintains Scenic Hwy North of Jackson St and New Hope Rd; and

WHEREAS, Gwinnett County owns and maintains New Hope Rd and has partnered with the City of Lawrenceville for improvements at the intersection of Jackson Street, New Hope Rd. and Scenic Highway. And both parties have a signed intergovernmental agreement that was executed on May 18, 2021 that supported the improvements; and

WHEREAS, the Georgia Department of Transportation (GDOT) owns and maintains Jackson St. (SR20) and Scenic Highway (SR 124) South of Jackson St. (SR20) and New Hope Rd. and is in support of the project and approval of the GDOT encroachment permit is expected in December, 2021; and

WHEREAS, the City of Lawrenceville seeks to apply for a GTIB Grant

NOW THEREFORE BE IT RESOLVED, the City of Lawrenceville will submit an application for grant funding from the GTIB for the project.

The Mayor and Council of the City of Lawrenceville authorize the filing of a GTIB grant application with the State Road and Tollway Authority (SRTA) in an amount not to exceed \$510,000.00, with the commitment to fund the remaining balance of the project.

- 1. The Mayor is authorized to execute and file an application for the GTIB grant on behalf of the City of Lawrenceville with the SRTA upon review and approval of the City Attorney.
- 2. The Mayor is authorized to execute and file the necessary certifications, assurances and other documents SRTA may require before awarding a GTIB grant upon review and approval of the City Attorney.
- 3. The Mayor is authorized to execute the grant and other agreements with SRTA on behalf of the City of Lawrenceville upon review and approval of the City Attorney.

IT IS SO RESOLVED AND ADOPTED this 17th day of November, 2021.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	American Rescue Plan Act Funds Budget Amendment FY 2022
Department:	City Manager
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Consider Budget Amendment for the ARPA Funds for FY 2022

Summary: Through the Fiscal Recovery Funds, Congress provided Local Governments with resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses.

- Category A) To respond to the public health emergency or its negative economic impacts
- Category B) To respond to workers performing essential work
- Category C) For the recovery of lost general revenue
 - Funds must be used to fund general government operations or projects
- Category D) To make necessary investments in water, sewer, or broadband infrastructure

City of Lawrenceville to receive \$11,514,536 over two years. The FY 2022 funds total \$5,757,268. We will use \$4,157,268 to reimburse the City for COVID related expenses and improve the downtown outdoor facilities. \$1,600,000 for a Neighborhood Stabilization Program,

Fiscal Impact: The City will recognize the \$5,757,268 in revenue and authorize the Finance Director to make all necessary accounting entries to accommodate the FY 2022 action plan for the ARPA Funds.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Authorize Submission of Grant Request to State of Georgia for First Responder Supplemental Pay
Department:	Finance
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	N/A
Presented By:	Keith Lee, Finance Director
Action Requested:	Consider submission to State of Georgia for the First Responder Supplemental Pay Grant

Summary: Governor Kemp has announced a Public Safety Officials and First Responders Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication public safety officers and first responders have shown in serving Georgians and their communities during the COVID-19 pandemic. The grant will provide a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia serving during August of 2021.

Eligible organizations and eligible employees include: State government agencies and authorities, municipal and county governments, and emergency medical services agencies licensed by the Department of Public Health. The City has 81 eligible employees.

Fiscal Impact: The City will be requesting \$81,000



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Authorize Submission of Grant Request to State of Georgia (ARP Funds) for Sewer Improvements
Department:	Finance
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	N/A
Presented By:	Keith Lee, Finance
Action Requested:	Consider submission to State of Georgia for Sewer Improvements

Summary: The City of Lawrenceville, Georgia, is collaborating with the Gwinnett County Department of Water Resources to continue upgrades to sewer lines within the City as we address redevelopment projects that are challenging the capacity of the existing sewer system.

The City is seeking \$7.5 million to rehabilitate and expand sections of the current clay-pipe sewer system to expand capacity and reduce infiltration as we strive to meet clean water requirements. Site 3 and site 5 are along the newly constructed College Corridor area south of Highway 316 and east of Collins Hill Road to an area along north State Route 20 at Highway 316. The project will be an upgrade from 8-inch clay to 12-inch new gravity sewer. This project will replace aging infrastructure and support redevelopment of the area to include additional housing, retail, warehousing and mixed-use redevelopment. Site 6 is an area north of Gwinnett Drive, east of Scenic Highway and west of Highway 20 within the City of Lawrenceville. It is the area surrounding Campbell Heights subdivision. The project will be an upgrade from a 12-inch gravity sewer to a 24-inch gravity sewer to provide capacity for additional city redevelopment projects.

Fiscal Impact: The City is requesting \$7,500,000



October 29, 2021

Jasmine Lewis
Water/Sewer Infrastructure Grant Contact
Office of Planning and Budget
jasmine.lewis2@opb.georgia.gov

RE: State Fiscal Recovery Funds – Letter of Support for City of Lawrenceville

Dear Mrs. Lewis:

This letter is in support of the City of Lawrenceville’s (City) application for State Fiscal Recovery Funds to construct sewer infrastructure improvements. The Gwinnett County Department of Water Resources (GCDWR) began meeting with the City in May 2021 to discuss sewer infrastructure needs to support the planned developments in the State Route (SR) 316 at SR20, Collins Hill Road, and Gwinnett Drive areas. Two projects were identified to support the future growth in areas within the City limit:

Site 3 and Site 5 – SR 316/SR20 and College Corridor Sewer Improvements: Approximately 2,500 feet of new 12-inch gravity sewer is proposed to replace the existing 8-inch vitrified clay sewer. The additional capacity is needed to support the planned residential, commercial, and office/warehouse developments in two sites: Site 3 (52 acres) is bordered by SR 316 and SR20, and Site 5 (31 acres) is south of the intersection of SR 316 and Collins Hill Road in the “College Corridor” area (see attached maps). The estimated cost for this project is approximately \$5.35 million.

Site 6 – Stone Mountain Street Sewer Improvement: A new connection is required to discharge wastewater flows from an existing 12-inch gravity sewer west of Scenic Highway into an existing 24-inch gravity sewer along Stone Mountain Street. This project is needed to provide sewer capacity for the planned residential project on an 8-acre site along Gwinnett Drive (see attached map) north of Townes at Enclave (currently under construction). The estimated cost for this project is approximately \$2.5 million.

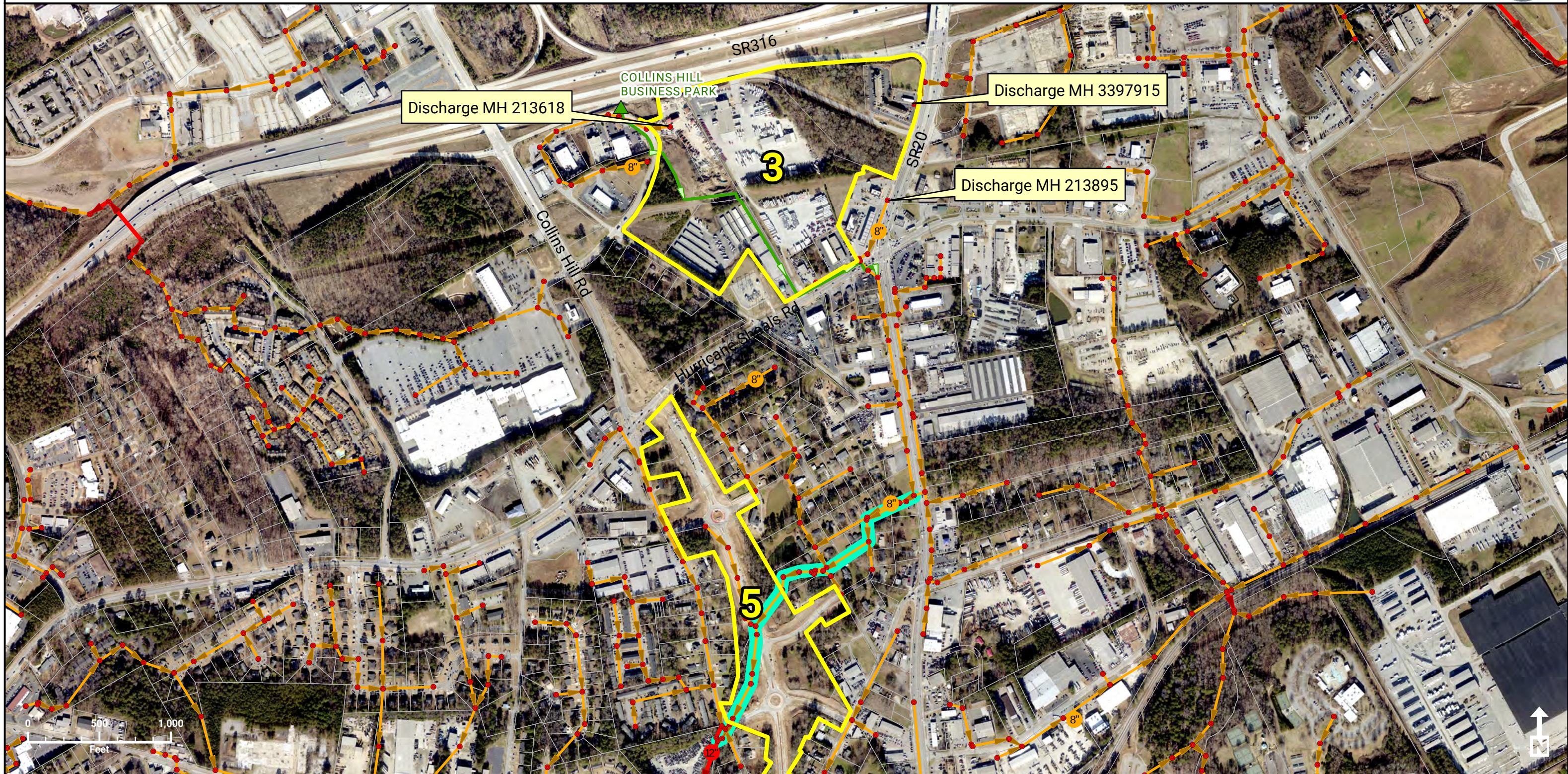
GCDWR owns and maintains the water and sewer systems in Gwinnett County and will operate and maintain these two projects once completed. Please let me know if you have any questions or require additional information.

Sincerely,
GWINNETT COUNTY DEPARTMENT OF WATER RESOURCES

Tyler Richards
Type text here

Tyler Richards, PE
Director, Department of Water Resources
678.376.6923

Site 3: SR316 at SR20



Site 3:

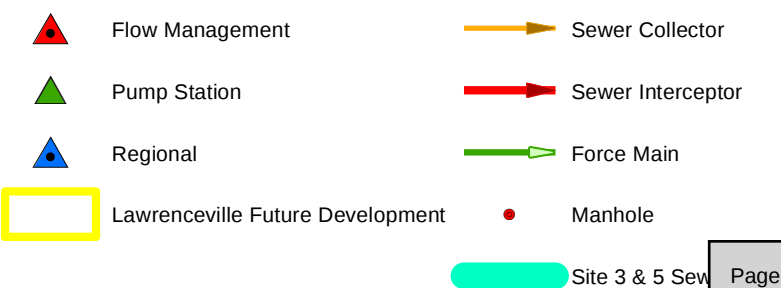
- Parcels 7011 002A, 004, 005, 015, 118, 120, 126, 128, 130, 132, 138, 148
- Area: Approximately 52 acres with 14 acres of ROW

Assumptions:

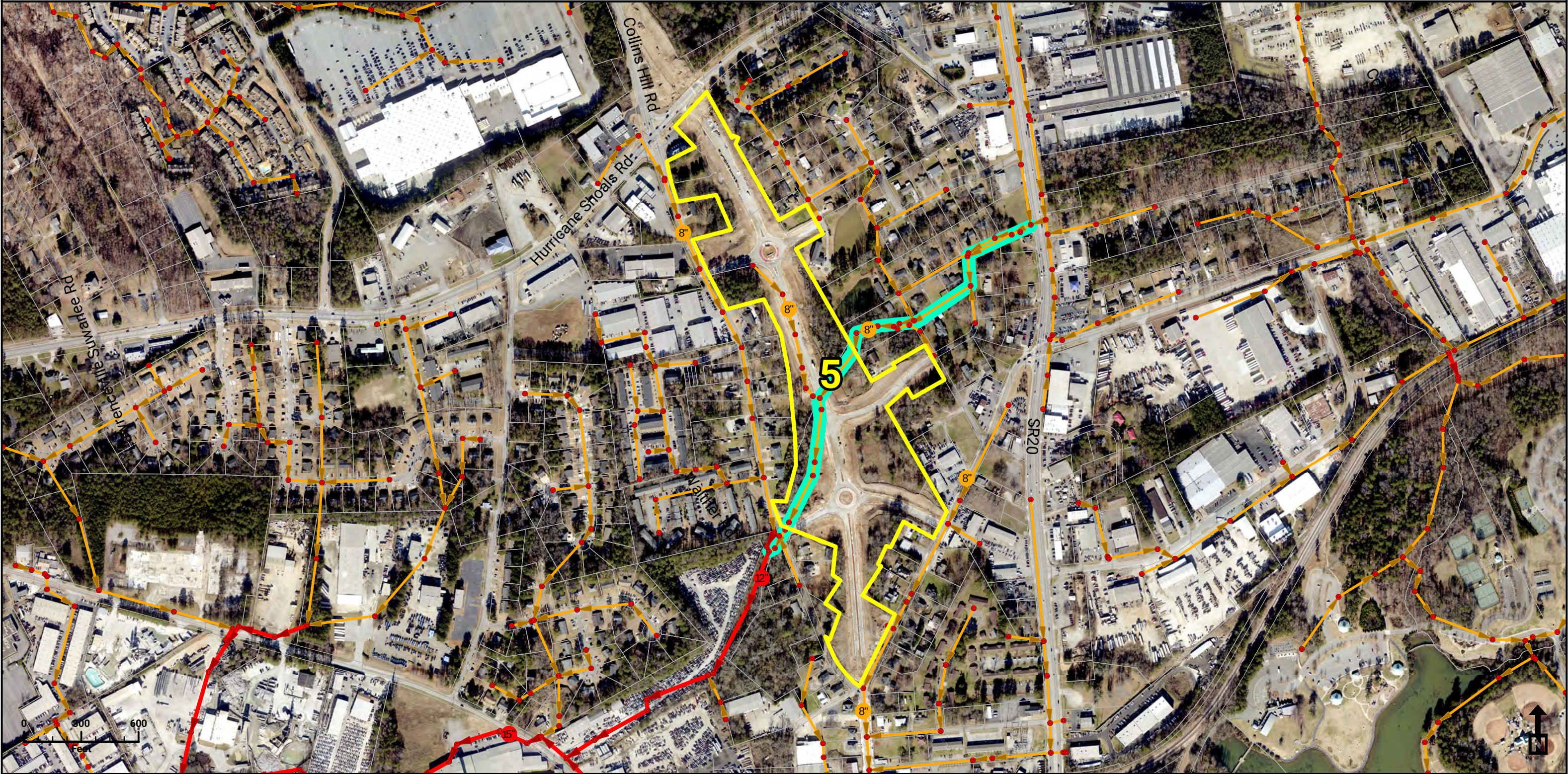
- Office/warehouse
- Assume 80% site developed = 1,3M sq ft (333K office and 1M warehouse)
- 144.8 gpm (peak flow) (94.8 gpm to Patterson, 50 gpm to Alcovy)
- Assumed to MH 213895 (44.8 gpm); MH 3397915 (50 gpm); MH 213618 (50 gpm)

Proposed Sewer Improvements:

- Upsize approximately 2,500 ft of 8-in VCP to 12-in from MH 215451 to MH 216697 (includes upsizing needed for Project 5)
- Approximate Project Cost = \$5.35M (include approx. 2,500 ft of 12-in upsizing, roadwork, by-pass pumping, jack-and-bore across new Collins Hill Rd alignment, 4 temporary construction easements and 1 stream crossing)



Site 5: College Corridor



Site 5:

- Parcel 5145 053, 054, 055, 056, 060, 061, 041, 071, 039, 039A, 287, 038, & 038A; 5176 142, 143, 003, 002
- Area: Approximately 31.3 acres with 16 acres of ROW

Assumptions:

- Residential and limited retail
- Assume 100% site development
- 141 homes (6 units/acre)
- Total 98 gpm (peak flow) Patterson Basin

Proposed Sewer Improvements:

- Upsize 850 linear ft of 8-in VCP to 12-in from MH 216126 to 216697 (NOTE: Project 3 includes this length of upsizing.)
- See Project 3 for Project Cost

	Flow Management		Sewer Collector
	Pump Station		Sewer Interceptor
	Regional		Force Main
	Lawrenceville Future Development		Manhole
			Site 3 & 5 Sewer

Site 6: Gwinnett Drive



Site 6:

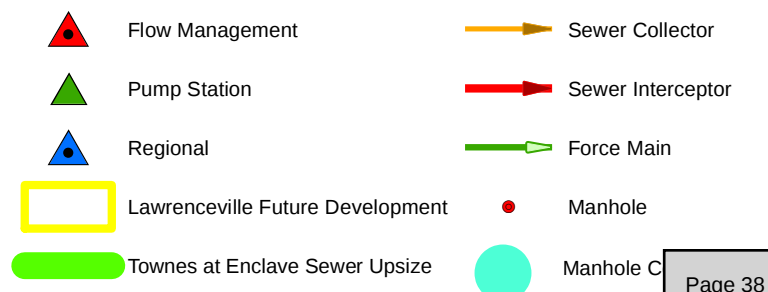
- Parcels 5141 268, 5141 329 and portions of 5141 133 and 5141 119
- Area: Approximately 8 acres

Assumptions:

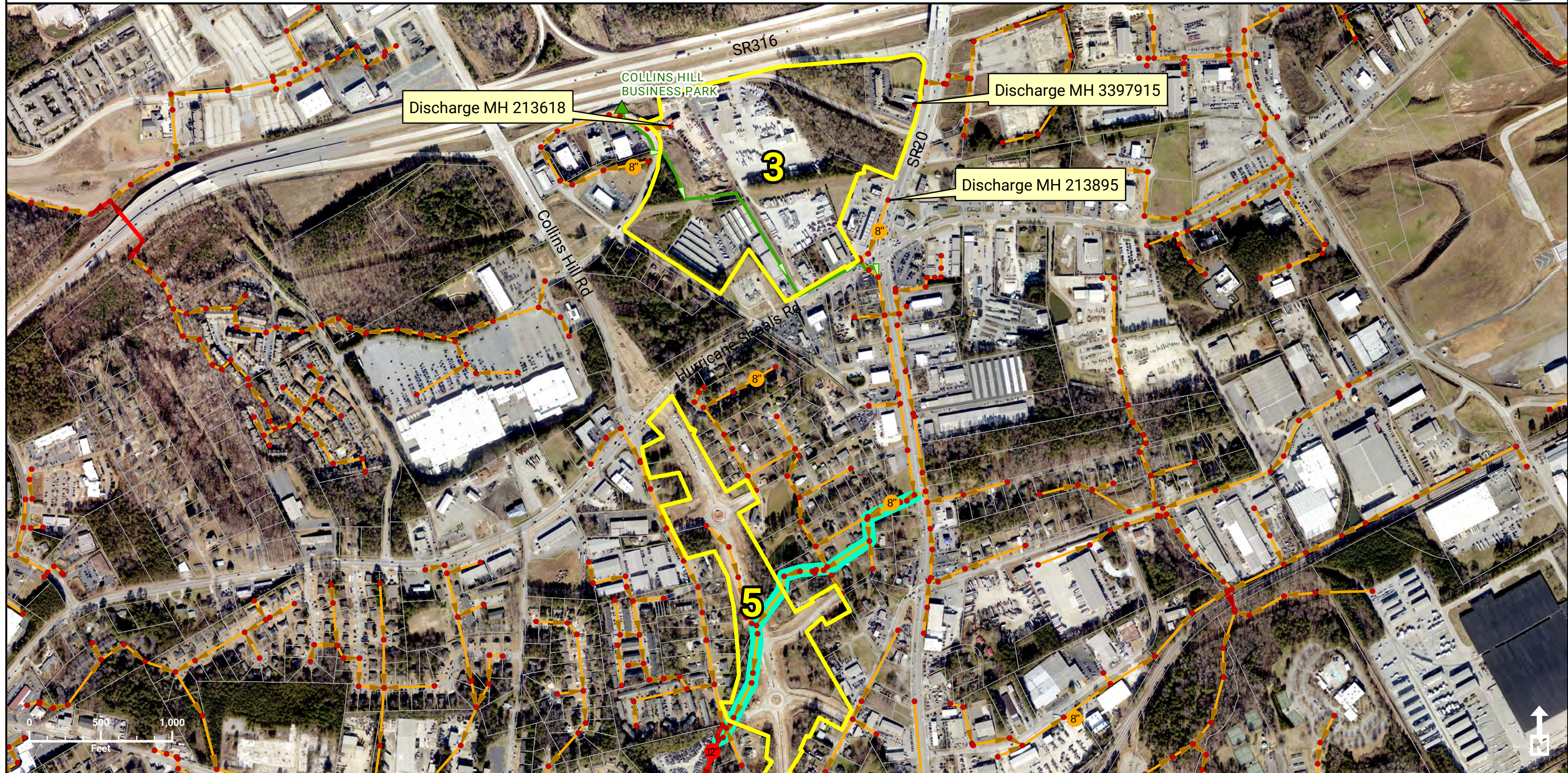
- 80 single-family residences (townhomes)
- 56 gpm (peak flow) to Patterson Basin
- Towne at Enclave = 46 gpm (peak flow)

Proposed Sewer Improvements:

- Connect existing 12-inch to existing 24-inch line at manhole 3410240
- Approximate project cost = \$2.5M
- Approximately 450 feet of 8-in from MH 224978 to MH 542614 is being upsized to 12-in by the developer for Townes at Enclave



Site 3: SR316 at SR20



Site 3:

- Parcels 7011 002A, 004, 005, 015, 118, 120, 126, 128, 130, 132, 138, 148
- Area: Approximately 52 acres with 14 acres of ROW

Assumptions:

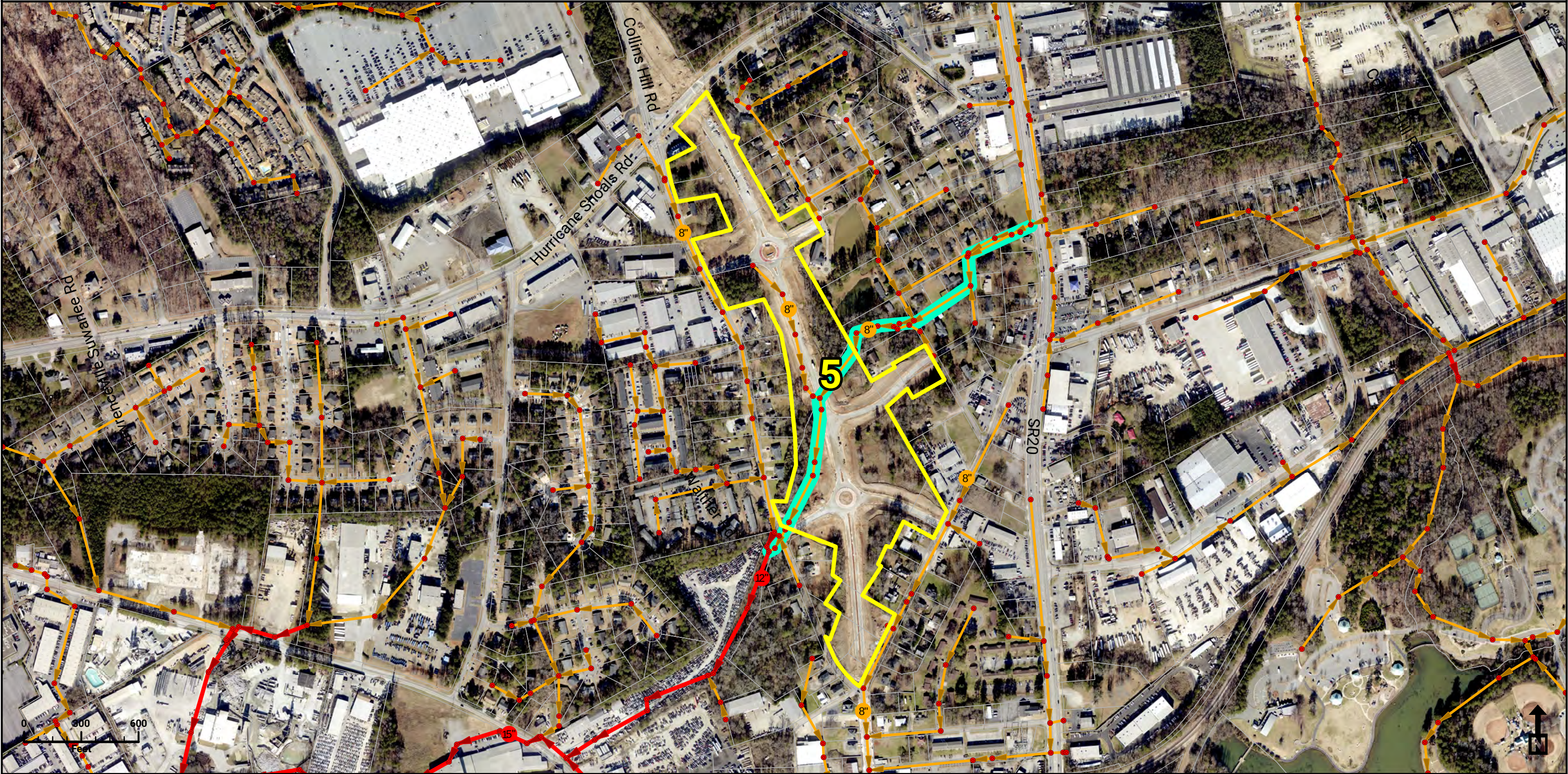
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Site 5: College Corridor



Site 5:

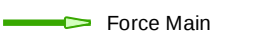
- Parcel 5145 053, 054, 055, 056, 060, 061, 041, 071, 039, 039A, 287, 038, & 038A; 5176 142, 143, 003, 002
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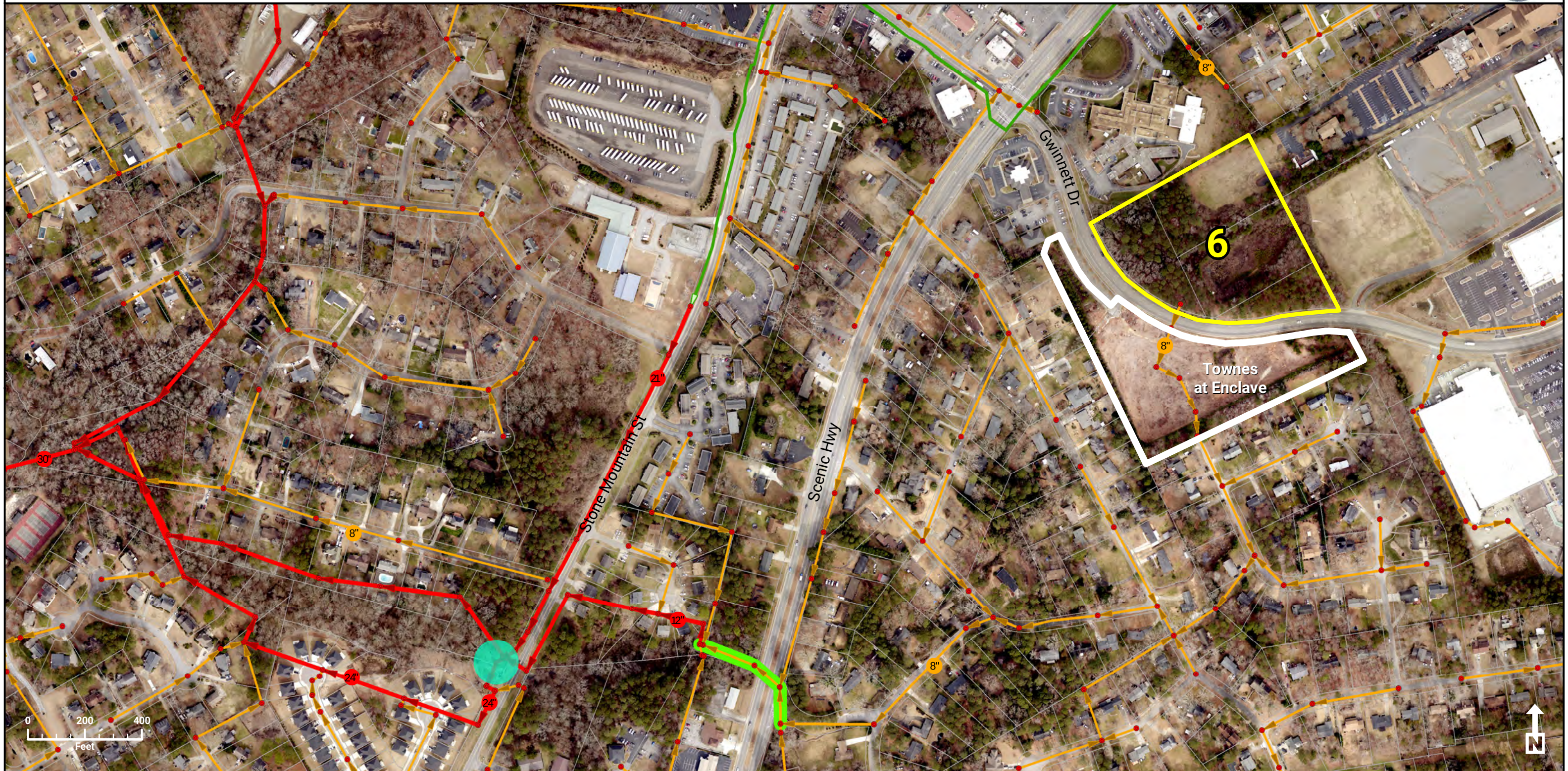
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Proposed Sewer Improvements:

- Upsize 850 linear ft of 8-in VCP to 12-in from MH 216126 to 216697 (NOTE: Project 3 includes this length of upsizing.)
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	Flow Management		Sewer Collector
	Pump Station		Sewer Interceptor
	Regional		Force Main
	Lawrenceville Future Development		Manhole
			Site 3 & 5 Sewer

Site 6: Gwinnett Drive



Site 6:

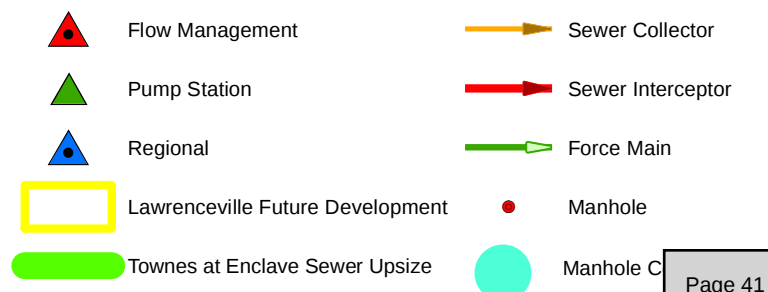
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Assumptions:

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- 56 gpm (peak flow) to Patterson Basin
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Proposed Sewer Improvements:

- Connect existing 12-inch to existing 24-inch line at manhole 3410240
- Approximate project cost = \$2.5M
- Approximately 450 feet of 8-in from MH 224978 to MH 542614 is being upsized to 12-in by the developer for Townes at Enclave





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment.
Department:	City Manager
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	\$651,000 revenue
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve an Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment.

Summary: Approve an Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the transfer of property at 1004, tax parcel R5111 051 and 1026, tax parcel R5110 001, Lawrenceville Highway for the purposes of redevelopment.

Fiscal Impact: \$651,000 revenue

Attachments/Exhibits: Intergovernmental agreement with the LDA

INTERGOVERNMENTAL AGREEMENT

Lawrenceville Highway Property

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____ day of _____, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

WITNESSETH:

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

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

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

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

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

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	2022 Amendment to Building Lease of January, 2011 with Randy's Nursery
Department:	City Manager
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	\$1,800 per month revenue
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of the 2022 Amendment to Building Lease of January, 2011 with Randy's Nursery

Summary: This will be an extension of the current lease until July 31, 2021 at which time either party can terminate the lease with 120 days' notice of intent to cancel.

Background: Randy's Nursery has been operating with a lease at the current location at 263 Crogan Street, Lawrenceville, Ga. since February 2011. When the City acquired the property the lease was extended on a one to two year basis. This amendment will extend the lease under the current terms until January 31, 2023 and then either party may cancel the lease at any time after Tenant substantially completes construction of his new location and starts retail operations at the new location. The City will give 30 days' notice of intent to terminate.

Tenant shall have the right to leave signage that is in compliance with City Ordinances, at the 263 Crogan Street location for up to one (1) year after relocation to the new facility. Such signage shall be removed upon thirty (30) days notice from the Landlord if the property is sold.

Fiscal Impact: There is no change in the lease amount of \$1,800 per month.

Attachments/Exhibits: Contract extension



LAWRENCEVILLE

GEORGIA

2022 Amendment to Building Lease of January, 2011

With Randy's Nursery

WHEREAS, a lease agreement dated January 20, 2011 by and between Baggett Enterprises, Inc., Bagco, Inc., Joe M. Baggett, Sr. Family Limited Partnership as "Landlord" and Randy's Nursery & Greenhouses, Inc. and David Waters as "Tenant" was acquired by the City of Lawrenceville, now "Landlord" and remains in force and effect until and through January 31, 2022; and

WHEREAS, the City of Lawrenceville, (Landlord) and Randy's Nursery & Greenhouses, Inc. and David Waters (Tenant) desire to amend the existing lease; and

WHEREAS, by mutual agreement and execution of this amendment the following is hereby incorporated as an amendment to the original lease which all other terms and conditions remain in force and effect;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant do hereby agree as follows:

The term of the current lease shall be extended for 1 year from February 1, 2022 to January 31, 2023 with month-to-month renewal extensions through mutual agreement of both parties. Either Party may cancel the lease at any time after Tenant substantially completes construction of a new location and starts retail operations at the new location. Landlord shall give Tenant 30 days' notice of its intent to cancel.

Tenant shall have the right to leave signage that is in compliance with City Ordinances, at this location for up to one (1) year after relocation to the new facility. Such signage shall be removed upon thirty (30) days notice from the Landlord if the property is sold.

(SIGNATURES ON NEXT PAGE)



LAWRENCEVILLE

GEORGIA

Dated this _____ day of November 2021.

CITY OF LAWRENCEVILLE, GEORGIA

Randy's Nursery & Greenhouses, Inc

BY: _____
Chuck Warbington, City Manager

BY: _____
David Waters, Owner



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 7.072 acre tract of land known as Lawrenceville DOT Parcel PM 2816
Department:	City Manager
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 7.072acre tract of land known as Lawrenceville DOT Parcel PM 2816

Summary: The following property acquired by the City from GDOT in August 2021 is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes:

Lawrenceville DOT Parcel PM 2816 – 7.072 Acres

Attachments/Exhibits:

Intergovernmental Agreement with the Development Authority of Lawrenceville for Lawrenceville DOT Parcel PM 2816

INTERGOVERNMENTAL AGREEMENT

Lawrenceville DOT Parcel PM 2816

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____day of _____, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

W I T N E S S E T H:

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

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

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

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

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

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.22 acre tracts of land known as SR316/SR20/Reynolds Road Property (Tax Parcel R7012 016A and R7012 020)
- Department:** City Manager
- Date of Meeting:** Wednesday, November 17, 2021
- Fiscal Impact:**
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.22acre tract of land known as SR316/SR20/Reynolds Road Property (Tax Parcel R7012 016A and R7012 020)

Summary: The following properties are under contract to be acquired by the City is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes once the property is acquired:

R7012 016A
R7012 020

Attachments/Exhibits: Intergovernmental Agreement with the Development Authority of Lawrenceville for SR 316/SR20/Reynolds Road property.

INTERGOVERNMENTAL AGREEMENT

SR 316/SR 20/Reynolds Road Property

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____day of _____, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

W I T N E S S E T H:

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

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

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

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

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

1. The City will transfer to the LDA the properties totaling approximately 1.22 acres known as Gwinnett County Tax Parcel R7012 016A and R7012 020 which is under contract or owned by the City (Subject Property).
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the tracts of land known as Public Works Outparcel – Pike Street
Department:	City Manager
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the tract of land known as Public Works Outparcel – Pike Street property

Summary: The following properties that are owned by the City is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes once the property is acquired: These tracts of land are known as Public Works Outparcel – Pike Street

Gwinnett County Tax Parcel 5144 023A
 Gwinnett County Tax Parcel 5144 027
 Gwinnett County Tax Parcel 5144 030
 Abandoned Buchanan Street ROW

Attachments/Exhibits: Intergovernmental Agreement with the Development Authority of Lawrenceville for Public Works Outparcel - Pike Street properties.

INTERGOVERNMENTAL AGREEMENT

Public Works Outparcel – Pike Street

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____day of _____, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

W I T N E S S E T H:

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

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

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

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

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

1. The City will transfer to the LDA the following owned by the City (Subject Property).
 - a. Gwinnett County Tax Parcel 5144 023A
 - b. Gwinnett County Tax Parcel 5144 027
 - c. Gwinnett County Tax Parcel 5144 030
 - d. Abandoned Buchanan Street ROW

2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.
4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, NOVEMBER 17, 2021

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.345 acre tract of land known as Collins Hill Road at Hurricane Shoals Road Old ROW
Department:	City Manager
Date of Meeting:	Wednesday, November 17, 2021
Fiscal Impact:	
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Development Authority of Lawrenceville (LDA) for the 1.345 acre tract of land known as Collins Hill Road at Hurricane Shoals Road Old ROW

Summary: The following property is being recommended to transfer to the Development Authority of Lawrenceville for redevelopment purposes:

Collins Hill Road at Hurricane Shoals Road Old ROW – 1.345 acres

Attachments/Exhibits: Intergovernmental Agreement with the Development Authority of Lawrenceville for Collins Hill Road at Hurricane Shoals Road Old ROW – 1.345 acre

INTERGOVERNMENTAL AGREEMENT

Collins Hill Road at Hurricane Shoals Road Old ROW

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the ____ day of _____, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the "City"), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the "LDA").

W I T N E S S E T H:

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

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

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

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

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

1. The City will transfer to the LDA the property described on Exhibit A which is owned by the City (Subject Property). Exhibit A is incorporated herein by reference.
2. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other

fees received by the LDA related to the redevelopment of the Subject Property. The LDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the LDA MAY be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject property files for a rezoning of the Subject Property, the rezoning will go through the normal process , and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
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[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

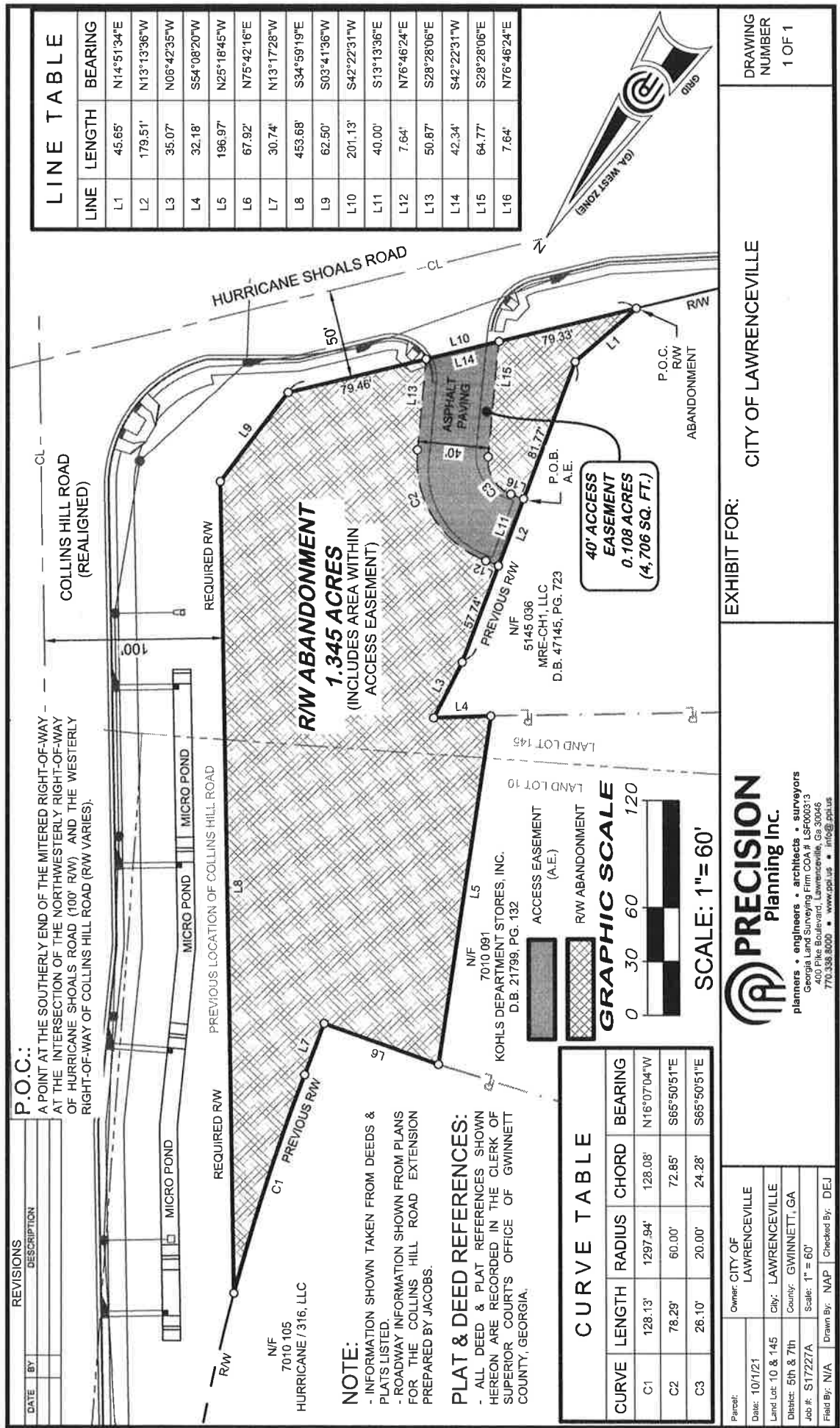
**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



PRECISION
Planning Inc.

planners • engineers • architects • surveyors
Georgia Land Surveying Firm COA # LSP000313
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.pp.us • info@pp.us

EXHIBIT FOR:

CITY OF LAWRENCEVILLE

DRAWING
NUMBER

1 OF 1

LAND DESCRIPTION RIGHT-OF-WAY ABANDONMENT

All that tract or parcel of land lying and being in Land Lots 10 & 145 of the 5th & 7th 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 a point at the Southerly end of the mitered Right-of-Way at the intersection of the Westerly Right-of-Way of Collins Hill Road (R/W varies) and the Northwesterly Right-of-Way of Hurricane Shoals Road (100' R/W), said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and continuing along said existing Right-of-Way of Collins Hill Road the following eight (8) courses and distances, North 14 degrees 51 minutes 34 seconds East for a distance of 45.65 feet to a Point; THENCE North 13 degrees 13 minutes 36 seconds West for a distance of 179.51 feet to a Point; THENCE North 06 degrees 42 minutes 35 seconds West for a distance of 35.07 feet to a Point; THENCE South 54 degrees 08 minutes 20 seconds West for a distance of 32.18 feet to a Point; THENCE North 25 degrees 18 minutes 45 seconds West for a distance of 196.97 feet to a Point; THENCE North 75 degrees 42 minutes 16 seconds East for a distance of 67.92 feet to a Point; THENCE North 13 degrees 17 minutes 28 seconds West for a distance of 30.74 feet to a Point; THENCE along a curve to the left having a radius of 1297.94 feet and arc length of 128.13 feet being subtended by a chord of North 16 degrees 07 minutes 04 seconds West for a distance of 128.08 feet to a Point; THENCE leaving said existing Right-of-Way and continue along said required Right-of-Way of Collins Hill Road (Realigned), South 34 degrees 59 minutes 19 seconds East for a distance of 453.68 feet to a Point at the Northerly end of the mitered Right-of-Way intersection of Collins Hill Road and Hurricane Shoals Road; THENCE continuing along said mitered Right-of-Way, South 03 degrees 41 minutes 36 seconds West for a distance of 62.50 feet to a Point at the Southerly end of the aforesaid mitered Right-of-Way intersection; THENCE continuing along said Right-of-Way of Hurricane Shoals Road, South 42 degrees 22 minutes 31 seconds West for a distance of 201.13 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 1.345 acres (58,596 square feet) as shown on the Exhibit for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 10/1/21.

LAND DESCRIPTION 40' ACCESS EASEMENT

All that tract or parcel of land lying and being in Land Lots 10 & 145 of the 5th & 7th 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 a point at the Southerly end of the mitered Right-of-Way at the intersection of the Westerly Right-of-Way of Collins Hill Road (R/W varies) and the Northwesterly Right-of-Way of Hurricane Shoals Road (100' R/W); **THENCE** continuing along said existing Right-of-Way the following two (2) courses and distances, North 14 degrees 51 minutes 34 seconds East for a distance of 45.65 feet to a Point; **THENCE** North 13 degrees 13 minutes 36 seconds West for a distance of 179.51 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and continuing along said existing Right-of-Way, North 13 degrees 13 minutes 36 seconds West for a distance of 40.00 feet to a Point; **THENCE** leaving said existing Right-of-Way, North 76 degrees 46 minutes 24 seconds East for a distance of 7.64 feet to a Point; **THENCE** along a curve to the right having a radius of 60.00 feet and arc length of 78.29 feet being subtended by a chord of South 65 degrees 50 minutes 51 seconds East for a distance of 72.85 feet to a Point; **THENCE** South 28 degrees 28 minutes 06 seconds East for a distance of 50.87 feet to a Point on the aforesaid required Right-of-Way of Hurricane Shoals Road; **THENCE** continuing along said Right-of-Way, South 42 degrees 22 minutes 31 seconds West for a distance of 42.34 feet to a Point; **THENCE** leaving said Right-of-Way, North 28 degrees 28 minutes 06 seconds West for a distance of 64.77 feet to a Point; **THENCE** along a curve to the left having a radius of 20.00 feet and arc length of 26.10 feet being subtended by a chord of North 65 degrees 50 minutes 51 seconds West for a distance of 24.28 feet to a Point; **THENCE** South 76 degrees 46 minutes 24 seconds West for a distance of 7.64 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.108 acres (4,706 square feet) as shown on the Exhibit for the City of Lawrenceville, prepared by Precision Planning, Inc., dated 10/1/21.