



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL WORK SESSION AGENDA

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Wednesday, October 09, 2024  
5:00 PM

Council Chambers  
70 S. Clayton St, GA 30046

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#### **Call to Order**

#### **Prayer**

#### **Pledge of Allegiance**

#### **Agenda Additions / Deletions**

#### **Discussion of General City Business**

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

- [1.](#) RZM2024-00019; GDP Holdings, LLC c/o Anderson, Tate & Carr, P.C., Attn: Melody Glouton
- [2.](#) An Ordinance to Amend the City of Lawrenceville's Zoning Ordinance, Article 1 Districts, by Adding a New Section 102.5 RS-150 INF - One Family Infill Residential District
- [3.](#) An Ordinance to Amend the City of Lawrenceville's Zoning Ordinance, Article 1 Districts, by Adding a New Section 102.6 RS-TH INF - Townhouse Family Infill Residential District
- [4.](#) An Ordinance to Amend the City of Lawrenceville's Zoning Ordinance, Article 1 Districts, by Revising New Section 102.11 CMU Community Mixed-Use District to Include References to the RS-50 and RS-TH INF
- [5.](#) An Ordinance to Amend the City of Lawrenceville's Zoning Ordinance, Article 6 Architectural and Design Standards, Section 600
- [6.](#) An Ordinance to Amend the City of Lawrenceville's Zoning Ordinance, Article 1 Districts, by Revising Section 103.2 Use Table
- [7.](#) Purchase of Itron Electric Meters

- [8.](#) Right-of-Way Maintenance Services on an Annual Contract
- [9.](#) Engineering and Project Management Services
- [10.](#) Purchase of Natural Gas Materials on a Six-Month Contract
- [11.](#) Leak Survey Services
- [12.](#) Actual Cost Agreement for the Reimbursement of the Relocation of the Natural Gas Regulator Station at 650 Hi-Hope Road
- [13.](#) Discussion to amend Chapter 24 of the code of ordinances to update provisions related to Nuisances
- [14.](#) Purchase Agreement to sale Abandoned Right of Way for University Center Lane to the Board of Regents
- [15.](#) Memorandum of Understanding (MOU) with Aurora Theatre for the Downtown Facilities and Grounds Supervisor
- [16.](#) Honest Alley Activation Study

**Executive Session - Personnel, Litigation, Real Estate**

**Final Adjournment**





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** RZM2024-00019; GDP Holdings, LLC c/o Anderson, Tate & Carr, P.C., Attn: Melody Glouton
- Department:** Planning and Development
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** N/A
- Presented By:** Todd Hargrave, Director of Planning and Development
- Action Requested:** Review of Proposal at Public Hearing
- Planning and Development Recommendation:** **Approval as CMU with Conditions**
- Planning Commission Recommendation:** **To be provided at Work Session Meeting**

**Summary:** The applicant requests a rezoning for 651 Collins Hill Road (multiple parcels) from a mixture of RS-150 (Single-Family Residential District) and BG (General Business District) to RM-8 (Townhouse Residential District) and BG (General Business District) to allow for the development of 3,100 square feet of retail space and 68 rear-entry townhome units at a gross density of 9.8 units per acre (UPA).

The subject property consists of eight parcels with a total area of approximately 11.5 acres spanning almost the entire block defined by Lyle Circle to the northeast, Hurricane Shoals Road to the southeast, Collins Hill Road to the southwest, and Park Access Drive to the northwest. A stream bisects parcel R7011 023 roughly through the middle; as such, the proposed development is constrained entirely to the 6.92 acres of the subject property that are located north of the stream.

Much of the property is currently vacant and undeveloped, though there are four single-family homes along Lyle Circle with construction dates ranging from 1919 to 1970.

**Attachments/Exhibits:**

- RZM2024-00019\_RPRT\_09182024
- RZM2024-00019\_P&D RECO CIND\_09182024
- RZM2024-00019\_APP\_08092024
- RZM2024-00019\_LOI\_08092024
- RZM2024-00019\_LEGAL DESC\_08092024
- RZM2024-00019\_SURVEY 8.5X11\_08092024
- RZM2024-00019\_SITE PLAN 2 8.5X11\_09092024
- RZM2024-00019\_ELEVATIONS\_08092024
- RZM2024-00019\_Aerial Map – Zoomed In (1:2,750)
- RZM2024-00019\_Aerial Map – Zoomed Out (1:5,500)
- RZM2024-00019\_Zoning Map – Zoomed In (1:2,750)
- RZM2024-00019\_Zoning Map – Zoomed Out (1:5,500)
- RZM2024-00019\_Character Areas Map – Zoomed In (1:2,750)
- RZM2024-00019\_Character Areas Map – Zoomed Out (1:5,500)



# LAWRENCEVILLE

*Planning & Development*

## REZONING

**CASE NUMBER:** RZM2024-00019

**APPLICANT:** GDP HOLDINGS, LLC c/o ANDERSON, TATE & CARR P.C., Attn: MELODY GLOUTON

**OWNER(S):** COLLINS HILL GROUP, LLC AND MEADOWLARK INVESTMENTS, LLC

**LOCATION(S):** 651 COLLINS HILL ROAD, VARIOUS

**PARCEL ID(S):** R7011 016, R7011 017, R7011 019, R7011 020, R7011 023, R7011 045A, R7011 065, AND R7011 153

**APPROXIMATE ACREAGE:** 6.92 ACRES

**ZONING PROPOSAL:** BG (GENERAL BUSINESS DISTRICT) AND RS-150 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO RM-8 (TOWNHOUSE RESIDENTIAL DISTRICT) AND BG (GENERAL BUSINESS DISTRICT)

**PROPOSED DEVELOPMENT:** 68 TOWNHOMES AND 3,100 SF RETAIL SPACE

**DEPARTMENT RECOMMENDATION:** **APPROVAL AS CMU WITH CONDITIONS**



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### ZONING HISTORY

The earliest zoning records for the subject property from 1971 show the property as having a mix of RS-120 (Single-Family Residential District), RS-150 (Single-Family Residential District), and OI (Office Institutional District) zoning. The properties were rezoned to BG (General Business District) and RS-150 at an undisclosed point between 1987 and 2002. In October 2003, parcel R7011 153 was rezoned from BG to HSB (Highway Service Business District). On March 4, 2019, RZC2019-00003 was approved to rezone this parcel from HSB back to BG (with conditions), the same zoning district as current. Finally, on July 25, 2022, parcel R7011 023 was rezoned to BG with conditions per case RZC2022-00039.

### PROJECT SUMMARY

The applicant requests a rezoning for 651 Collins Hill Road (multiple parcels) from a mixture of RS-150 (Single-Family Residential District) and BG (General Business District) to RM-8 (Townhouse Residential District) and BG (General Business District) to allow for the development of 3,100 square feet of retail space and 68 rear-entry townhome units at a gross density of 9.8 units per acre (UPA).

The subject property consists of eight parcels with a total area of approximately 11.5 acres spanning almost the entire block defined by Lyle Circle to the northeast, Hurricane Shoals Road to the southeast, Collins Hill Road to the southwest, and



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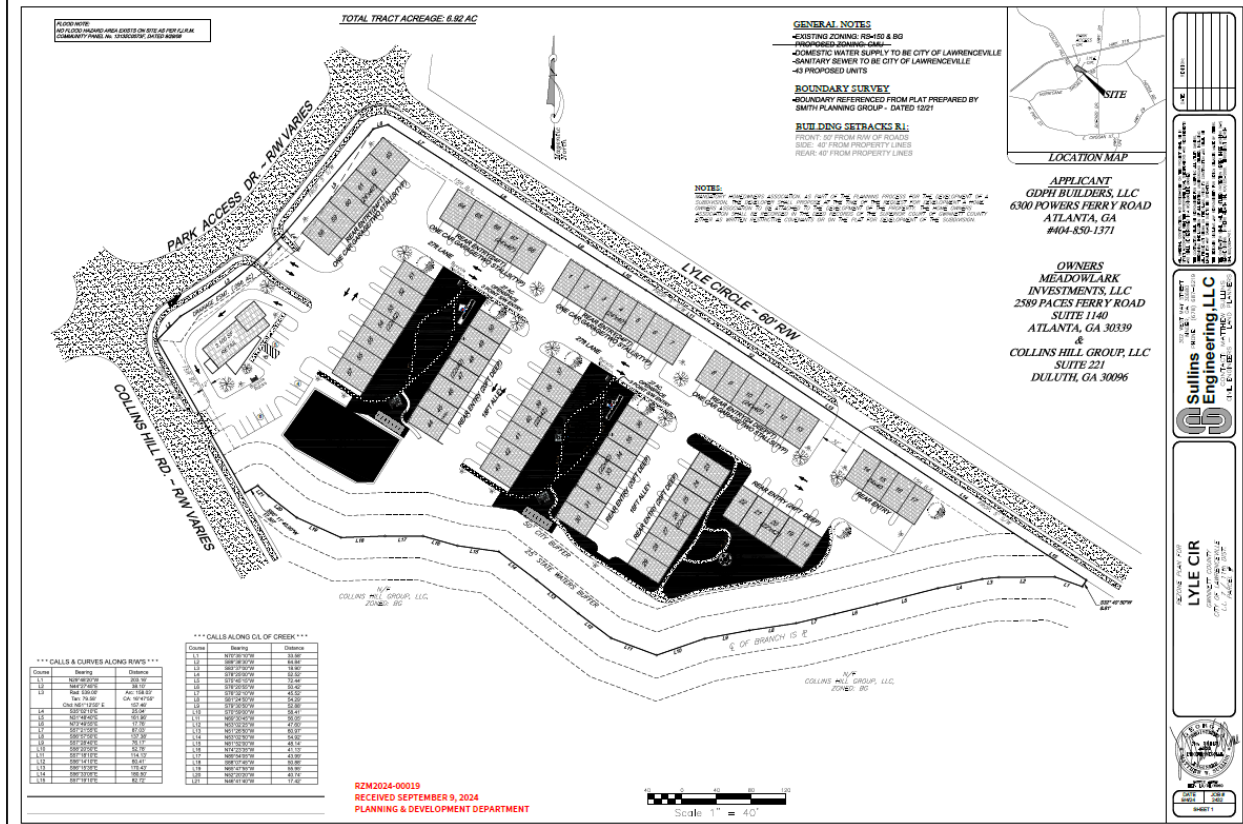
Park Access Drive to the northwest. A stream bisects parcel R7011 023 roughly through the middle; as such, the proposed development is constrained entirely to the 6.92 acres of the subject property that are located north of the stream. Much of the property is currently vacant and undeveloped, though there are four single-family homes along Lyle Circle with construction dates ranging from 1919 to 1970.



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### CONCEPT PLAN



### ZONING AND DEVELOPMENT STANDARDS

According to the letter of intent and concept plan provided by the applicant, the development will consist of 3,100 square feet of retail space and 68 rear-entry townhomes with rear porches and two-car garages. The townhomes are anticipated to range in size from 2,700 to 2,800 square feet and are projected to sell at a price point in the high \$400,000s, based on current market conditions. The exterior architectural style for the townhomes will consist or brick, stacked stone, cedar and/or cementitious shake, siding board and batten or combinations thereof, demonstrated in the attached renderings.

The development will be served by three full access driveways with entry points at Collins Hill Drive, Park Access Drive, and Lyle Circle. The layout of the project is intended to maximize the number of townhome units that face internal greenspace





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areas with walking trails. The exterior-facing townhouse units along Lyle Circle and Park Access Drive will be set back from the rights-of-way by 15 feet.

If approved as CMU (Community Mixed Use District) as recommended, the proposal will require variances from the minimum standards as follows:

**Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1. and 2.**

1. The intent of allowing these nonresidential uses is to create a small node of retail and commercial services primarily for the convenience and amenity of residents of the CMU District. Nonresidential development must be compatible with the residential component of the development, and in general with the Architectural Design Standards specified in this section and Article 6, Architectural Standards and Design Guidelines.

Land Use	Percentage of Gross Land Area			Recommendation
	Minimum	Maximum	Proposed	
Residential	30%	75%	92.5%	Variance
Civic/Institutional	15%	50%	0%	
Commercial/Retail, Light Industrial, Office	15%	50%	7.5%	

2. This district provides for a diversity of housing types. Each CMU development shall include at least one housing option, including apartments, single-family residences, or townhomes.

a. Single-family detached dwellings on large lots (at least 9,500 sq. feet)
b. Single-family detached dwellings on mid-size lots (7,500-9,499 sq. feet)
c. Single-family detached dwellings on small lots (4,500-7,499 sq. feet)
<b>d. Townhouses (see RM-8 standards, below)</b>
e. Multifamily



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**Article 1 Districts, Section 102.5 RM-8 Townhouse Residential District, Subsection B. Lot Development Standards**

<b>Standard</b>	<b>Requirement</b>	<b>Proposal</b>	<b>Recommendation</b>
Minimum Lot Area	5 acres	6.38 acres	N/A
Minimum Unit Width	20 feet	22 feet	N/A
External Minimum Front Setback	25 feet	15 feet	Variance
External Minimum Side Setback	20 feet	N/A	N/A
External Minimum Rear Setback	20 feet	N/A	N/A
Minimum Heated Floor Area	See Table Below	See Table Below	N/A
Impervious Surface Coverage	40% (2.55 acres)	45% (2.86 acres)	Variance
Maximum Building Height	35 feet	35 feet	N/A
Green / Common Space %	1.04 acres (15% of gross acreage)	1.06 acres (16.6% of gross acreage)	N/A
Minimum Public Green Space	3,000 SF	26,435 SF	N/A
Adjacency to Public Green Space	34 Units (50%)	40 Units (59%)	N/A

**Minimum Heated Floor Area**

<b>Standard</b>	<b>Requirement</b>	<b>Proposal</b>	<b>Recommendation</b>
1-bedroom	1,000 sq. ft	2,700 - 2,800 square feet	N/A
2-bedroom	1,200 sq. ft		N/A
3-bedroom	1,400 sq. ft (40%)		N/A
4-bedroom	1,600 sq. ft (10%)		N/A





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### **Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, Subsection C. Lot Development Standards**

<b>Standard</b>	<b>Requirement</b>	<b>Proposal</b>	<b>Recommendation</b>
Minimum Lot Area	5 acres	6.92 acres	N/A
Road Frontage	40 feet per lot	N/A	N/A
Maximum Height	45 feet	35 feet	N/A
Internal Minimum Front Setback	5-15 feet	30 feet	N/A
Internal Minimum Side Setback	10-20 feet	10 feet	N/A
Internal Minimum Rear Setback	25-50 feet	20 feet	Variance

### **Article 1 Districts, Section 102.9 CMU Community Mixed-Use District, Subsection I. Parking**

<b>Standard</b>	<b>Requirement</b>	<b>Proposal</b>	<b>Recommendation</b>
Residential Dwelling Unit	1.5 spaces per dwelling unit (102 spaces)	3 spaces per dwelling unit (132 spaces)	N/A
Non-Residential	5 spaces per 1,000 square feet (15 spaces)	5 spaces per 1,000 square feet (15 spaces)	N/A

The specific variances required are as follows:

- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area. Allows for an



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increase in the Maximum Gross Land Area designated for Residential uses from seventy-five percent (75%) to ninety-two and one-half percent (92.5%).

- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Civic/Institutional Uses – Minimum Percentage of Gross Land Area. Allows for the elimination in the Minimum Gross Land Area designated for Civic/Institutional uses from fifteen percent (15%) to zero.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Commercial/Retail, Light Industrial, and Office Uses – Minimum Percentage of Gross Land Area. Allows for the reduction in the Minimum Gross Land Area designated for Commercial/Retail, Light Industrial, and Office uses from fifteen percent (15%) to seven and one-half percent (7.5%).
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.5 – RM-8 Townhouse Residential District, Subsection B. Lot Development Standards. Allows for the reduction of the External Minimum Front Setback for the residential dwelling units along Lyle Circle and Park Access Drive from twenty-five (25) feet to fifteen (15) feet.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.5 – RM-8 Townhouse Residential District, Subsection B. Lot Development Standards. Allows for an increase in total Impervious Surface Coverage for the residential portion of the development from 40% to 45%.
- A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix. Allows for the reduction in the Internal Minimum Rear Setback from twenty-five (25) feet to twenty (20) feet.

Any encroachment of impervious surfaces and/or structures into the 75’ stream buffer along the southern extent of the development is allowed, according to V-19-01 approved 03/26/2019.

As presented, the proposed development otherwise meets the standards for the CMU zoning district regarding green/common space, street & pedestrian



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connectivity, and architectural standards. Specific requirements of this section shall be reviewed and monitored throughout the development process, should this proposal be approved.

### **SURROUNDING ZONING AND USE**

The area surrounding the subject property consists predominantly of commercial uses and zoning categories. Indeed, the properties to immediately to the east across Lyle Circle, to the north across Park Access Drive, and to the west across Collins Hill Road are all zoned either BG (General Business District) or HSB (Highway Service Business) and contain both retail and self-storage warehouses. Otherwise, the properties immediately to the south, across the right-of-way of Hurricane Shoals Road, are zoned RM-12 (Multifamily Residential District) and used for multifamily apartments as part of the Bluestone Manor complex. A singular RS-150 (Single-Family Residential District) is nearby the subject property, at the northern corner of Lyle Circle and Hurricane Shoals Road, which is the site for a Georgia Transmission Corporation utility facility.

The recommendation to the property to CMU is consistent with the existing zoning patterns and uses across the general vicinity. Indeed, there is recent precedent for approval of similar rezoning actions in the immediate area:

1. **RZM2021-00009:** An approximately 35-acre site at the southwest corner of Collins Hill Road and State Route 316 was rezoned to CMU on 3/28/2022. A multifamily component (Lawrenceville Gateway) and an independent living facility (Sparrow Lawrenceville) is currently under construction, with a retail component along Collins Hill Road phased to a later date.
2. **RZM2022-00012:** An approximately 17.5-acre site at the southeast corner of Buford Drive and State Route 316 was rezoned to CMU on 4/25/2022. A multifamily component is currently in review (Lawrenceville Heights), with a retail component along Buford Drive is planned for a later date.
3. **RZM2024-00016:** An approximately 17.5-acre site at the southern extent of State Route 316, between Hillcrest Green Drive and Dogwood Lane. Rezoned



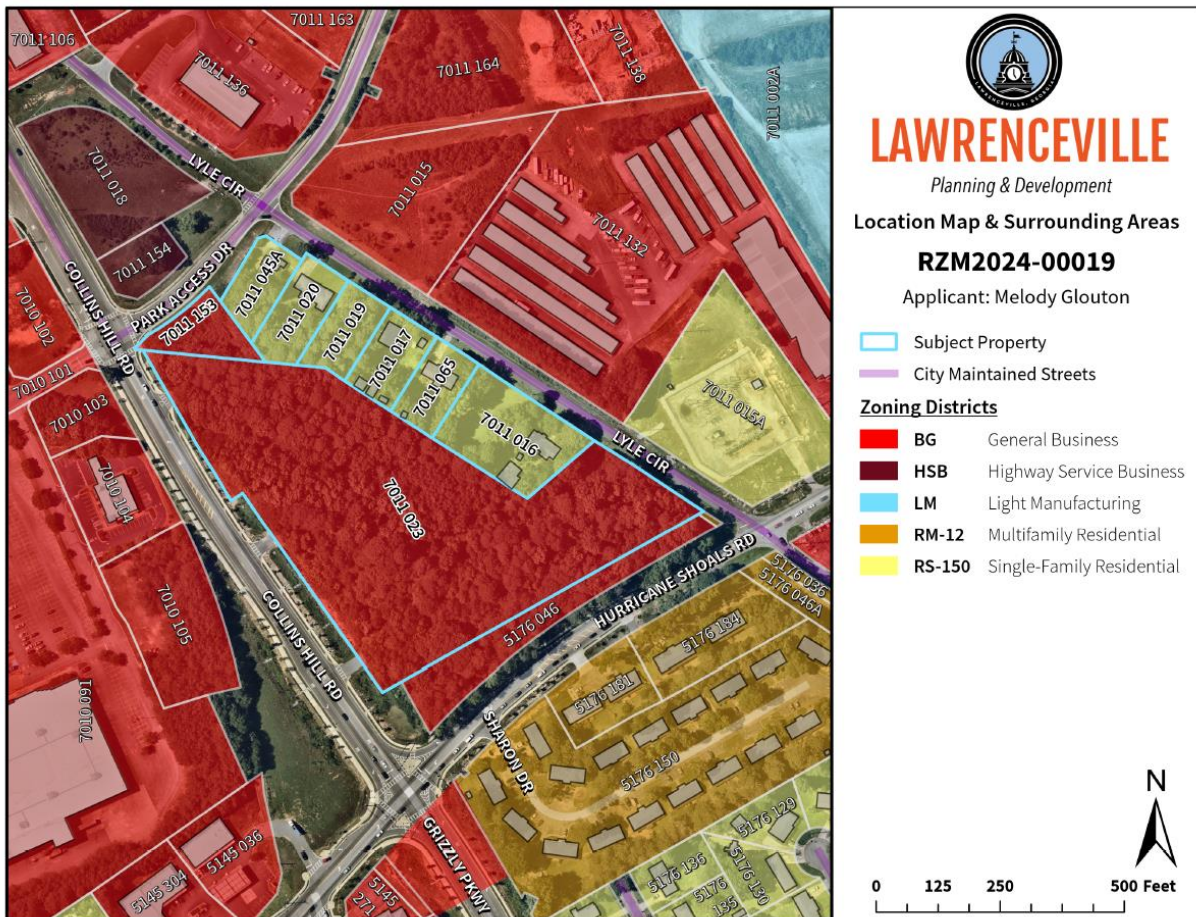
# LAWRENCEVILLE

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to CMU on 9/16/2024. The proposal includes a multifamily component along the eastern end of the site and a townhouse component along the western end of the site, adjacent to the Northern Heights single-family residential subdivision.

All three of these developments are within a half mile of the subject property; the Lawrenceville Gateway project in particular is less than a tenth mile's distance, across Collins Hill Road. Considering this recent precedent of approval for similar projects in the vicinity as well as lack of adjacent incompatible uses, the proposed development would seem to align with nearby uses and zoning districts.

### CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP







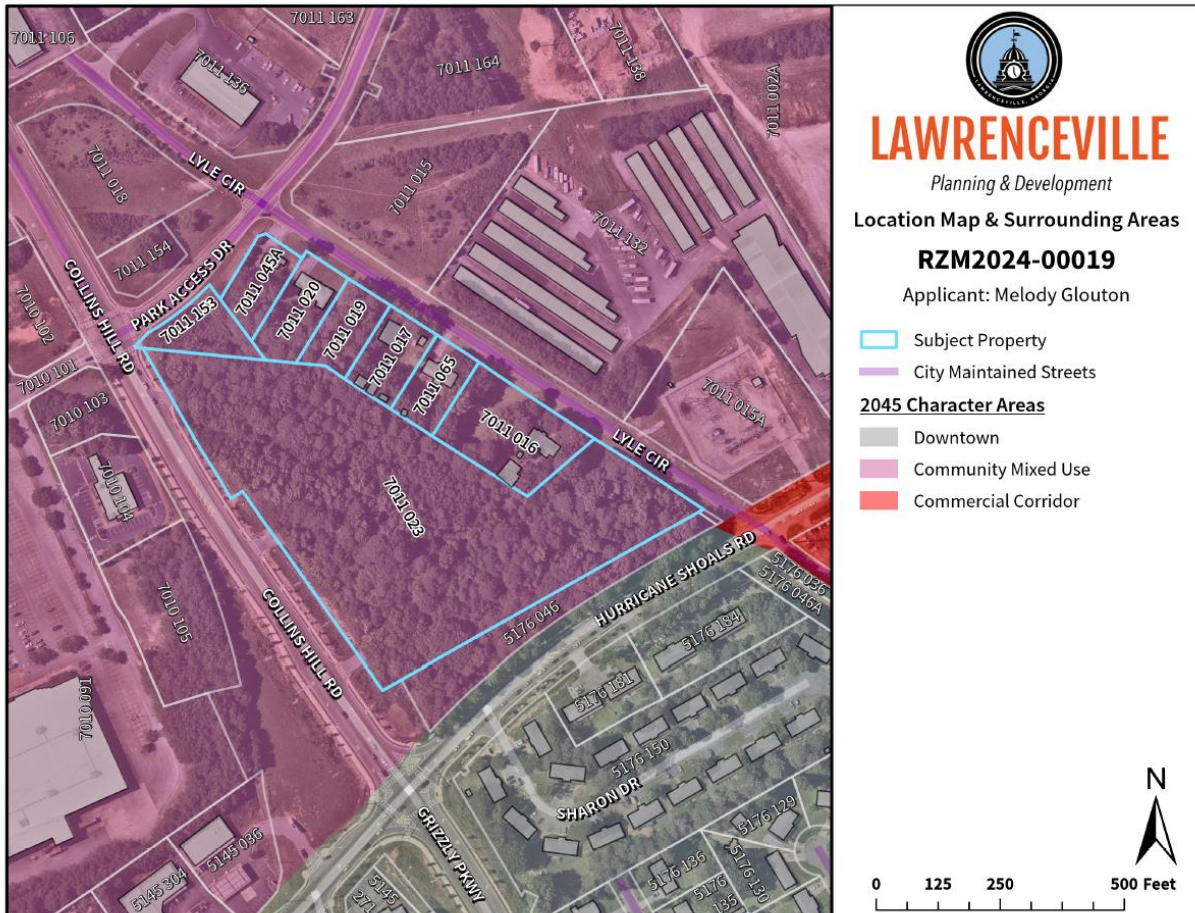
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### 2045 COMPREHENSIVE PLAN

The City of Lawrenceville 2045 Comprehensive Plan and Future Development Map indicate the subject property is located within the Community Mixed Use character area. The Community Mixed Use character area capitalizes on Lawrenceville’s economic strengths and diverse population by fostering vibrant and walkable neighborhoods. This integration of residential, commercial, and recreational spaces caters to the needs and preferences of a dynamic and growing community. Such a development meets the standards of development as established by the 2045 Comprehensive Plan.

### LAWRENCEVILLE 2045 COMPREHENSIVE PLAN - FUTURE LAND USE PLAN MAP





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### **STAFF RECOMMENDATION**

In conclusion, the proposal is consistent with both the existing uses and zoning patterns of the area as well with the long-term vision for the city as established by the 2045 Comprehensive Plan; policies relating to long range planning suggest the city embrace the principles of new urbanism by creating a housing stock that is well maintained and includes homes with a variety of forms and price points. The intent of the Comprehensive Plan is to encourage positive redevelopment of benefiting from the “halo effect” of high-quality development already happening nearby.

This proposal would continue with the precedent set by City Council’s approvals for RZM2021-00009, RZM2022-00012, and RZM2024-00016, all similar projects in the immediate vicinity that were rezoned to CMU (Community Mixed Use District) to allow for the development of mixed-use projects consisting of a variety of multifamily, townhouse, and retail components. Furthermore, all three of these projects are also within the 2045 Comprehensive Plan’s Community Mixed Use character area.

Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL AS CMU COMMUNITY MIXED-USE WITH CONDITIONS** for the proposed rezoning.



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### **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



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### 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;**

*Yes. The surrounding area mostly consists of commercial uses, with some multifamily apartments to the south of the project area.*

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

*No. As discussed, the area is already predominantly mixed use in nature.*

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

*Yes; the property could be developed according to the current standards of the BG and RS-150 zoning districts. However, such a rezoning will help in the assemblage of a variety of parcels into a development with a cohesive design.*

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

*The project will induce demand on public facilities in the form of traffic, utilities, stormwater runoff, and schools. However, the effects of this demand can be mitigated through zoning conditions, consistent monitoring of outcomes, and active planning efforts moving forward.*

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

*Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The Community Mixed Use character area is intended as a mixed-use district that includes both townhomes and retail, so this rezoning conforms with the long-range plan.*





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

*The proposal would continue with the precedent set by similar recent rezonings in the immediate vicinity, including RZM2021-00009, RZM2022-00012, and RZM2024-00016.*

**PLANNING COMMISSION**

**RECOMMENDED CONDITIONS\_09182024**

**RZM2024-00019**

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

1. To restrict the use of the property as follows:
  - A. 68 rear-entry townhome units not to exceed ten units per acre (10 UPA).
  - B. Retail, service-commercial, office and accessory uses. The following uses shall be prohibited:
    - Adult Bookstores or Entertainment
    - Automotive Uses such as:
      - i. Parts Stores
      - ii. Used Car Sales
      - iii. Tire Sales
      - iv. Auto Repair/Body Shop
      - v. Car/Truck Rental
    - Contractor’s Offices
    - Emission Inspection Stations
    - Equipment Rental
    - Extended Stay Hotels or Motels
    - Recovered Materials Processing Facilities
    - Smoke Shops/Novelty Stores
    - Tattoo Parlors
    - Taxidermists
    - Yard Trimmings Composting Facilities
  - C. The development shall be in general accordance with submitted site plan received by the Department of Planning and Development, dated September 9, 2024, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and

approval by the Director of Planning and Development. The proportions of materials of the exterior facades shall be in general accordance with those detailed in the elevations received on August 9, 2024.

- D. Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
- E. Townhome Units shall meet the following standards:
  - a. Four (4) bedroom dwelling units shall be prohibited

2. To satisfy the following site development considerations:

- A. Provide a fifteen-foot-wide (15 ft.) building setback adjacent to Lyle Circle and Park Access Drive.
- B. Provide a forty-foot-wide (40 ft.) building setback adjacent to Collins Hill Road.
- C. Natural vegetation shall remain on the property until the issuance of a development permit.
- D. New billboards or oversized signs shall be prohibited.
- E. Outdoor storage shall be prohibited.
- F. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- G. Compactor/dumpsters shall be screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Compactor/dumpster enclosure shall be a minimum of ten feet (10 ft) in width and thirty feet (30 ft) in length. Hours of dumpster pick-up shall be limited to between 7:00 a.m. and 7:00 p.m.
- H. 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. Yard signs or bandit signs, sign-walkers or sign-twirlers shall be prohibited.
- I. Peddlers and/or parking lot sales shall be prohibited.
- J. The owner shall repaint or repair any graffiti or vandalism within seventy two (72) hours of notice from the City.

- K. The required parking ratio for the commercial section of development shall be 5 spaces per 1,000 SF of gross floor area.
- L. The required parking ratio for the townhouse section of development shall be 3 spaces per unit.
- M. Building setbacks off internal streets or driveways shall be in general accordance with the submitted site plans and architectural renderings, and otherwise subject to review and approval of the Director of Planning and Development.

3. The following variances are requested:

- A. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Residential Uses – Maximum Percentage of Gross Land Area. Allows for an increase in the Maximum Gross Land Area designated for Residential uses from seventy-five percent (75%) to ninety-two and one-half percent (92.5%).
- B. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Civic/Institutional Uses – Minimum Percentage of Gross Land Area. Allows for the elimination in the Minimum Gross Land Area designated for Civic/Institutional uses from fifteen percent (15%) to zero.
- C. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix, Table 1., Commercial/Retail, Light Industrial, and Office Uses – Minimum Percentage of Gross Land Area. Allows for the reduction in the Minimum Gross Land Area designated for Commercial/Retail, Light Industrial, and Office uses from fifteen percent (15%) to seven and one-half percent (7.5%).
- D. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.5 – RM-8 Townhouse Residential District, Subsection B. Lot Development Standards. Allows for the reduction of the External Minimum Front Setback for the residential dwelling units along Lyle Circle and Park Access Drive from twenty-five (25) feet to fifteen (15) feet.
- E. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.5 – RM-8 Townhouse Residential District, Subsection B. Lot Development

Standards. Allows for an increase in total Impervious Surface Coverage for the residential portion of the development from 40% to 45%.

- F. A variance from the Zoning Ordinance, Article 1 – Districts, Section 102.9 – CMU Community Mixed-Use District, Subsection B. Land Use Mix. Allows for the reduction in the Internal Minimum Rear Setback from twenty-five (25) feet to twenty (20) feet.



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## GEORGIA

### REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: GDP Holdings, LLC c/o Andersen, Tate & Carr, P.C.	NAME: See Attached
ADDRESS: 1960 Satellite Blvd., Suite 4000	ADDRESS:
CITY: Duluth	CITY:
STATE: GA ZIP: 30097	STATE: ZIP:
CONTACT PERSON: Melody Glouton PHONE: 770-822-0900	
* 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): BG; RS150 REQUESTED ZONING DISTRICT: BG and RM-8	
PARCEL NUMBER(S): R7011 023; R7011 016; R7011 065; R7011 017; R7011 045A; R7011 019; R7011 020; R7011 153 ACREAGE: 6.92	
ADDRESS OF PROPERTY: 651 Collins Hill Road, 624, 634, 644 and 672 Lyle Circle Lawrenceville, GA	

RZM2024-00019  
RECEIVED AUGUST 9, 2024  
PLANNING & DEVELOPMENT DEPARTMENT

Melody A. Glouton 08/02/2024  
SIGNATURE OF APPLICANT DATE

\_\_\_\_\_  
SIGNATURE OF OWNER DATE

Melody A. Glouton, Attorney for Applicant  
TYPED OR PRINTED NAME

\_\_\_\_\_  
TYPED OR PRINTED NAME

Dorsey  
NOTARY PUBLIC



\_\_\_\_\_  
NOTARY PUBLIC DATE

70 S Clayton St. PO Box 2200 • Lawrenceville, Georgia 30046-2200  
770-963-2410 • www.lawrencevillega.org



# LAWRENCEVILLE

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REZONING APPLICATION

**PROPERTY OWNER INFORMATION**

Name: Collins Hill Group, LLC  
Address: 3473 Satellite Blvd, Suite 221  
City: Duluth  
State: GA Zip: 30096  
Phone:

Parcel ID R7011 153  
0 Park Access Drive  
Lawrenceville, GA

Parcel ID R7011 023  
651 Collins Hill Road  
Lawrenceville, GA

*Charles E Moore*      11/31/24  
SIGNATURE OF OWNER      DATE

Charles E Moore  
TYPED OR PRINTED NAME

*Chandani*      01/31/2024  
NOTARY PUBLIC      DATE



RZM2024-00019  
RECEIVED AUGUST 9, 2024  
PLANNING & DEVELOPMENT DEPARTMENT



# LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

### PROPERTY OWNER INFORMATION

Name: Meadowlark Investments, LLC  
Address: 2859 Paces Ferry Road, Suite 1140  
City: Atlanta  
State: GA Zip: 30339  
Phone:

Parcel ID R7011 016  
017

624 Lyle Circle  
Circle

Lawrenceville, GA  
Lawrenceville, GA

Parcel ID R7011 065

634 Lyle Circle

Lawrenceville, GA

Parcel ID R7011

644 Lyle

Parcel ID R7011 019, R7011 020, 7011 045A  
672 Lyle Circle  
Lawrenceville, GA

SIGNATURE OF OWNER

1-31-24

DATE

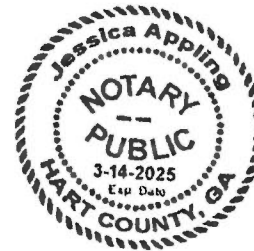
Jason Hamilton

TYPED OR PRINTED NAME

NOTARY PUBLIC

1-31-24

DATE



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RZM2024-00019  
RECEIVED AUGUST 9, 2024  
PLANNING & DEVELOPMENT DEPARTMENT





# LAWRENCEVILLE

## GEORGIA

### DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville?   Y   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)
David Still for Mayor	\$250	04/18/2022
David Still for Mayor	\$250	03/20/2023

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?            Y/N

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

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

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

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August 8, 2024

**LETTER OF INTENT AND  
JUSTIFICATION FOR REZONING**

**Rezoning Application  
City of Lawrenceville, Gwinnett County, Georgia**

**Applicant:**  
GDP Holdings, LLC

**Property/Tax Parcel IDs:**  
R7011 023            R7011 019  
R7011 153            R7011 017  
R7011 045A          R7011 065  
R7011 020            R7011 016

±6.92 Acres of Land  
Located at Collins Hill Road and Lyle Circle, Lawrenceville, Georgia  
**From RS150 and BG to BG & RM-8**

**Submitted for Applicant by:**  
Melody A. Glouton, Esq.  
ANDERSEN TATE & CARR, P.C.  
One Sugarloaf Centre  
1960 Satellite Blvd.  
Suite 4000  
Duluth, Georgia 30097  
770.822.0900  
[mglouton@atclawfirm.com](mailto:mglouton@atclawfirm.com)

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**I. INTRODUCTION**

This Application for Rezoning is submitted for a 6.92-acre assemblage of land located in the 11<sup>th</sup> Land Lot of the 7th District of Gwinnett County, Lawrenceville, Georgia, and being shown on the survey prepared by Smith Planning Group, dated December 2021 (hereinafter the “Property”). The Property is located in the City of Lawrenceville and currently maintains two zoning classifications: RS150 (Single-family Residential District) and BG (General Business District).

The Property that is the subject of this rezoning application is owned by Collins Hill Group, LLC and Meadowlark Investments, LLC, and further identified below from the Gwinnett County Geographical Information System:



As indicated, the Property is currently zoned RS150 and BG pursuant to the City of Lawrenceville Zoning Ordinance (the “Ordinance”). The Applicant, GDP Holdings, LLC (the “Applicant”), now seeks approval to rezone the Property to BG and RM-8 (Townhome Residential District) to develop a distinctive and attractive mixed-use development containing residential, retail, and commercial uses.

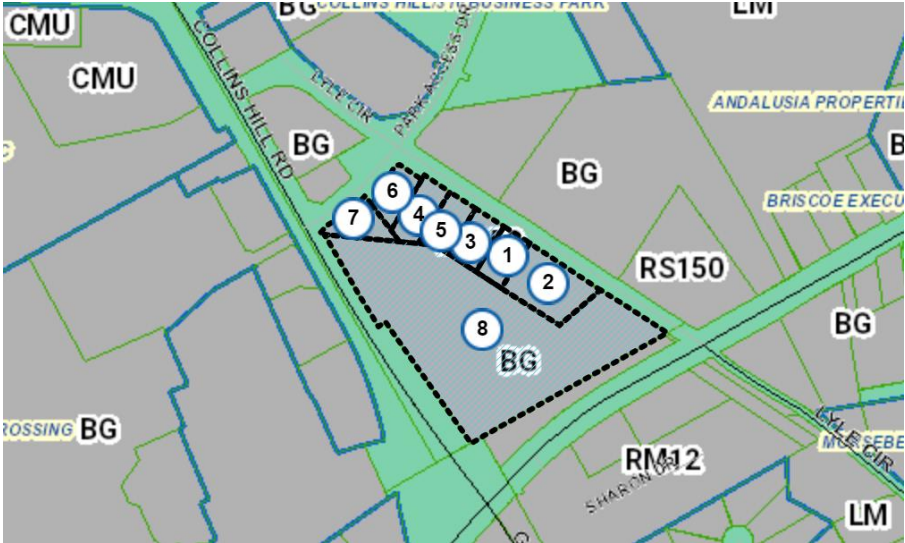
This document is submitted as the Letter of Intent, Response to Standards Governing the Exercise of Zoning Power, and other materials required by the Ordinance.

**II. DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA**

The Property is an assemblage of eight (8) tax parcels with frontage on Collins Hill Road, Hurricane Shoals Road, Lyle Circle, and Park Access Drive in the City of Lawrenceville. The surrounding uses and zoning classifications are as follows:

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Location	Land Use	Zoning
Proposed Site	Commercial; Residential	BG and RM-8
North	Vacant; Commercial	BG
South	Multifamily; Commercial	RM-12, BG
East	Utility (Georgia Transmission); Commercial	RS150, BG
West	Commercial (WalMart; Kohls)	BG



The Applicant is requesting the City of Lawrenceville rezone the Property to allow for commercial and residential uses. The development will be compatible with the existing and adjacent properties. The Property is primarily undeveloped and heavily wooded but does include several single-family residences along the eastern border. It is surrounded by other retail and commercial uses, including multifamily residential to the south of the proposed site. As such, it is ideal for a both commercial and residential development.

As stated in the City of Lawrenceville’s 2045 Comprehensive Plan (the “2045 Plan”), the Property lies in the Community Mixed Use Character Area. The intent of Community Mixed Use area is to capitalize on the City of Lawrenceville’s economic strengths and diverse population by fostering vibrant and walkable neighborhoods. Specifically, the Community Mixed Use Character Area allows developments that integrate residential, commercial, and recreational spaces which cater to the needs and preferences of a dynamic and growing community. The key features of this character area include the integration of residential options with a blend of commercial spaces, promoting walkability and enhancing the overall accessibility and convenience of the neighborhood. The goal behind this character area is to promote a walkable and interconnected neighborhood. As indicated in the 2045 Plan, intended uses include local services such as restaurants and small-scale retail, mixed with medium density housing such as townhouses. As such, the proposed development falls within the recommended land use for this area.

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**III. PROJECT SUMMARY**

As shown on the site plan by Sullins Engineering, dated June 17, 2024, and filed with this Application (hereinafter the “Site Plan”), the Applicant proposes to develop the Property into a commercial and residential development. The Applicant is proposing to rezone 6.92 acres from RS150 and BG to BG and RM-8 in order to accommodate the development of 7,100 square feet of retail and 55 rear-entry townhomes that include double-car garages and rear porches. Based on current market conditions, the townhomes are anticipated to range in size from 2,700 – 2,800 square feet, with projected price points of the high \$400,000s. The proposed development would provide attractive, high-end townhomes at a size, quality, and price point commensurate with or exceeding homes in the surrounding communities. Generally, the architectural style and composition of the exterior of the townhomes would consist of brick, stacked stoned, cedar and/or cementitious shake, siding board and batten or combinations thereof. The proposed development would be served by three full access driveways with entry points at Collins Hills Drive, Park Access Drive, and Lyle Circle. The development has been designed so the majority of the townhome units face open greenspace area with internal walking trails. The Applicant has included preliminary renderings of the townhomes with this Application.

In order to develop the Property as a townhome community shown on the site plan and as set forth in the Applications, the Applicant respectfully requests the following waivers, modifications, variances and/or conditions of zoning, as applicable:

- Variance from Section 102.5 (C) (a) to remove the requirement for development amenities such as a resort style pool, cabana, fitness center, and community room for residents from the Restrictive Covenants.

**IV. SITE IMPACT ANALYSIS**

The Applicant submits its written impact analysis which shows that rezoning to RM-8 satisfies the “Standards Governing Exercise of the Zoning Power,” as follows:

**(A) WHETHER A PROPOSED REZONING WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:**

Yes. The proposed rezoning is consistent and suitable with the existing use and development of adjacent and nearby properties. The Property maintains frontage on Collins Hill Road, Park Access Drive, and Lyle Circle. The proposed townhome development is compatible with existing commercial and residential uses and will further diversify housing options in the surrounding area.

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(B) WHETHER A PROPOSED REZONING WILL ADVERSELY AFFECT THE EXISTING USE OR USEABILITY OF ADJACENT OR NEARBY PROPERTY:

No. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property. In fact, the proposed zoning classification is compatible with existing residential uses of adjacent property and would be a complimentary development.

(C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED REZONING HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

No, the Applicant submits that due to the size, location, layout, topography, and natural features of the Subject Property, it does not have reasonable economic use as currently zoned. By way of further response, the Applicant submits the rezoning of the Property would develop the site into a more viable and compatible use with surrounding properties.

(D) 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:

No, the proposed rezoning will not result in an excessive or burdensome use of the infrastructure systems. The Property has convenient access to State Route 316. The proposed development would complement the existing and nearby residential uses.

(E) WHETHER THE PROPOSED REZONING IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:

The proposed rezoning application is in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan. The subject property is located within the Community Mixed Use which supports both commercial and residential uses. As such, the proposed development would be compatible with and successfully co-exist with the surrounding uses.

(F) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER THE APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL:

The Applicant submits that the character of the surrounding developments and the existing uses in the area provide supporting reasons for approval of the rezoning application. Anticipated growth in the City of Lawrenceville and Gwinnett County further suggests a strong need for this type of housing. In addition, the Applicant submits that the subject Property's location, size, and dimensions, as well as its proximity to downtown

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Lawrenceville, and State Route 316, provide further support for approval of the proposed rezoning application.

**V. JUSTIFICATION FOR REZONING**

The Applicant respectfully submits that “City of Lawrenceville Zoning Ordinance” (the “Ordinance”), as amended from time to time, to the extent that it classifies the Property in any zoning district that would preclude development of a commercial and townhome development, under the BG and RM-8 zoning classification, is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the Ordinance deprives the Applicant and Property owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and that requested herein, would deprive the Applicant and Property owner of any reasonable use and development of the Property. Further, any attempt by the City of Lawrenceville Mayor and Council to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current zoning classification and any other zoning of the Property save for what has been requested as established in the Ordinance constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner. All inconsistent zoning classifications between the existing zoning and the zoning requested hereunder would constitute an arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Further, the existing inconsistent zoning classification constitutes, and all zoning and plan classifications intervening between the existing inconsistent zoning classification and that required to develop this Project 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 and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested rezoning change would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and 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.

Finally, the Applicant respectfully submits that the City of Lawrenceville Mayor and Council cannot lawfully impose more restrictive standards upon the development of the Property than presently exist, as to do so not only would constitute a taking of the Property as set forth

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above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government’s police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

**VI. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that this Application Rezone be approved. The Applicant welcomes the opportunity to meet with the City of Lawrenceville Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 8<sup>th</sup> day of August, 2024.

**ANDERSEN, TATE & CARR, P.C.**

*Melody A. Glouton*

Melody A. Glouton, Esq.

Enclosures  
MAG/dwb  
4863-4368-3798, v. 1

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All that tract or parcel of land lying and being in the 7<sup>th</sup> District of the 11<sup>th</sup> Land Lot of Gwinnett County, Georgia and being within the city limits of Lawrenceville, said tract containing 6.92 acres and being more particularly described as follows:

Commencing at a PK Nail Set in the centerline intersection of Park Access Drive (variable R/W) and Lyle Circle (60' R/W), Thence S 19°24'00" E a distance of 51.84 ' to a Concrete Monument at the Northeast mitered of the Southernly R/W of said road intersection, said point being the true point of beginning;

Thence following along the Southernly right of way of Lyle Circle in a Southeasterly direction the following calls; S 57°21'55" E a distance of 87.03' to Concrete Monument; Thence S 57°21'55" E a distance of 1.37' to a point; Thence S 56°57'30" E a distance of 136.01' to a point; Thence S 57°28'40" E a distance of 76.16' to a point; Thence S 58°20'50" E a distance of 52.78' to a point; Thence S 57°18'10" E a distance of 114.12' to a point; Thence S 56°14'10" E a distance of 60.41' to a point; Thence S 56°15'35" E a distance of 170.43' to a point; Thence S 56°33'05" E a distance of 180.50' to a point; Thence S 57°19'10" E a distance of 82.72' to an IPS; Thence leaving the said R/W of Lyle Circle S 32°40'50" W a distance of 8.81' to a point in the center line of creek with the following calls: N 70°35'10" W a distance of 33.58' to a point; Thence S 89°38'30" W a distance of 64.84' to a point; Thence S 83°37'00" W a distance of 18.90' to a point; Thence S 78°25'00" W a distance of 52.52' to a point; Thence S 75°45'15" W a distance of 72.44' to a point; Thence S 76°20'55" W a distance of 50.42' to a point; Thence S 76°32'10" W a distance of 45.52' to a point; Thence S 81°24'50" W a distance of 54.29' to a point; Thence S 79°30'50" W a distance of 52.88' to a point; Thence S 70°59'00" W a distance of 58.41' to a point; Thence N 69°30'45" W a distance of 56.05' to a point; Thence N 53°02'25" W a distance of 47.60' to a point; Thence N 51°26'50" W a distance of 60.97' to a point; Thence N 53°02'50" W a distance of 54.92' to a point; Thence N 81°52'00" W a distance of 48.14' to a point; Thence N 74°23'35" W a distance of 41.13' to a point; Thence N 89°54'05" W a distance of 43.99' to a point; Thence S 88°07'45" W a distance of 50.88' to a point; Thence N 65°47'55" W a distance of 55.95' to a point; Thence N 52°20'20" W a distance of 40.74' to a point; Thence N 46°41'40" W a distance of 17.42' to a point; Thence leaving said creek S 60°11'40" W a distance of 17.29' to an IPS on the right of way of Collins Hill Road (variable R/W); Thence N 29°48'20" W a distance of 203.16' to an IPS; Thence leaving the said right of way of Collins Hill Road and following along the right of way of Park Access Drive (variable R/W) the following calls: N 44°27'45" E a distance of 38.10' to a Concrete Monument; Thence along a curve turning to the left with an arc length of 158.03', radius of 539.00', and being subtend with a chord bearing N 51°12'55" E and a chord length of 157.46' to a Concrete Monument; Thence S 35°02'10" E a distance of 25.04' to a Concrete Monument; Thence N 31°48'40" E a distance of 161.96' to a Concrete Monument; Thence N 73°49'55" E a distance of 17.76' along the mitered right of way of Park Access Drive to a Concrete Monument; Said Concrete Monument being the true point of beginning.

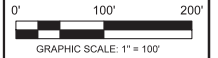
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LAND PLANNING  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE  
 LAND SURVEYING  
 1087 E. FRANKLIN ST., SUITE H  
 HARTWELL, GA 30643  
 (706) 436-4585  
 (706) 789-9515  
 C.O.A. LSF #001294  
 www.smithplanninggroup.com

AARON P. BLOMBERG, RLS  
 GA. PLS #3100



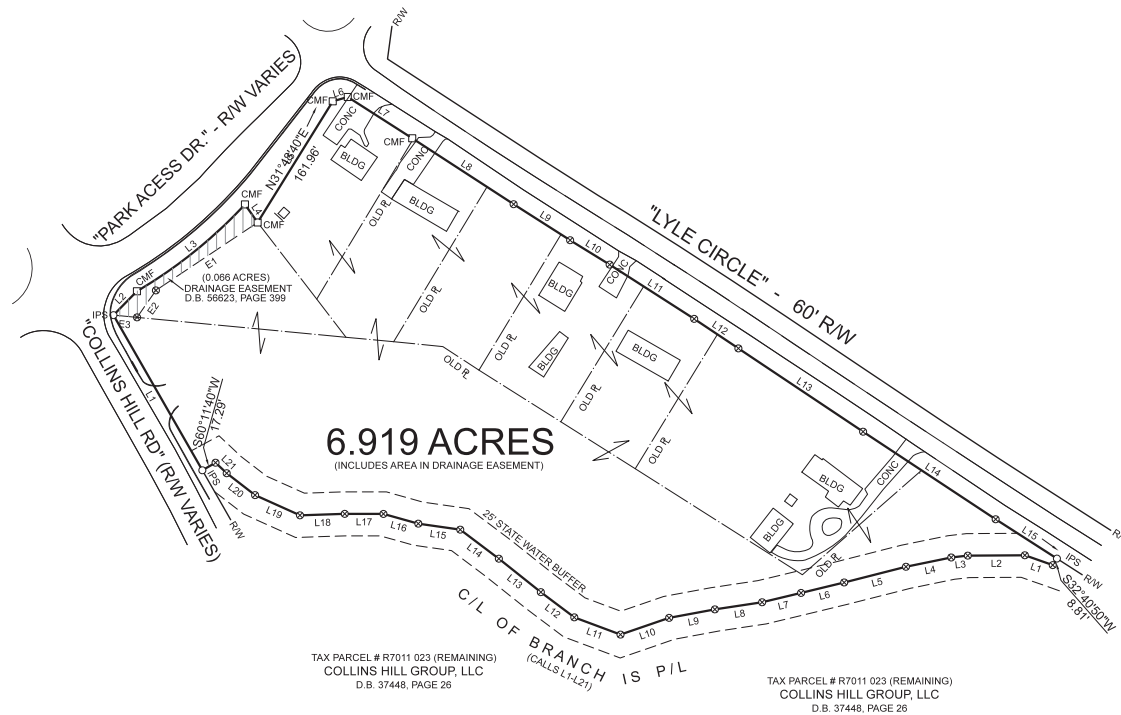
BOUNDARY SURVEY  
 PREPARED FOR:  
**GDP HOLDINGS, LLC**  
 STATE: GEORGIA COUNTY: GWINNETT  
 LAND LOT: 11 7th DISTRICT CITY: LAWRENCEVILLE

PROJECT NO.: 21-272  
 DRAWN BY: LQC  
 SURVEYED BY: BL/FZ  
 SURVEY DATE: 04/2021  
 CHECKED BY: APB  
 SCALE: 1" = 100'  
 DATE: 12/2021

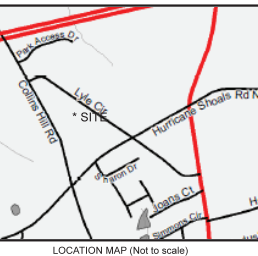
REVISIONS:

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

- LEGEND:  
 ● = IFF  
 ○ = IPS W/ CAP  
 ⊙ = POINT ONLY  
 ○ = UTILITY POLE  
 ○ = IRON PIN FOUND  
 ○ = IRON PIN SET W/ CAP  
 ○ = OPEN TOP PIPE FOUND  
 ○ = REBAR FOUND  
 --- = RIGHT-OF-WAY  
 --- = OVERHEAD POWERLINE  
 --- = FENCE  
 --- = PRIMARY BUILDING SETBACK



- NOTES:  
 1) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR IN BLUE INK.  
 2) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.  
 3) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.  
 4) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF THE LAW.



**SURVEYORS CERTIFICATION**  
 As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

AARON P. BLOMBERG DATE \_\_\_\_\_  
 GA PLS #3100

**SURVEY NOTES:**  
 1) THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WAS A TRIMBLE R12 GPS SYSTEM AND A VRS NOW RTK NETWORK.  
 2) THERE IS A POSITIONAL TOLERANCE OF LESS THAN 0.1" PER BOUNDARY POINT WHILE OBTAINING FIELD EVIDENCE FOR THE PRODUCTION OF THIS PLAT.  
 3) THIS PLAT HAS BEEN CALCULATED FOR A CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 116,189.

\*\*\* CALLS ALONG EASEMENT \*\*\*

Course	Bearing	Distance
E1	S56°15'40"W	130.00'
E2	S34°59'15"W	37.39'
E3	N84°36'40"W	26.92'

REFERENCE:  
 -D.B. 37448, PAGE 26  
 -D.B. 56623, PAGE 337  
 -D.B. 56629, PAGE 481  
 -D.B. 56652, PAGE 649  
 -D.B. 56652, PAGE 648  
 -D.B. 56652, PAGE 650  
 -P.B. R, PAGE 340  
 -D.B. 49964, PAGE 747

\*\*\* CALLS & CURVES ALONG R/W'S \*\*\*

Course	Bearing	Distance
L1	N29°48'20"W	203.16'
L2	N44°27'45"E	38.10'
L3	Rad: 539.00° Tan: 79.58' CA: 16°47'55"	Arc: 158.03'
L4	Chd: N51°12'55" E	157.46'
L5	S35°02'10"E	25.04'
L6	N31°48'40"E	161.98'
L7	N73°49'55"E	17.75'
L8	S57°21'55"E	87.03'
L9	S56°57'50"E	137.38'
L10	S57°28'40"E	76.17'
L11	S58°20'50"E	52.75'
L12	S57°18'10"E	114.13'
L13	S56°14'10"E	60.41'
L14	S56°33'05"E	180.56'
L15	S57°19'10"E	82.72'

\*\*\* CALLS ALONG C/O OF CREEK \*\*\*

Course	Bearing	Distance
L1	N70°35'10"W	33.58'
L2	S89°38'30"W	64.84'
L3	S83°37'00"W	19.90'
L4	S78°25'00"W	52.52'
L5	S75°45'15"W	72.44'
L6	S76°20'55"W	50.42'
L7	S76°32'10"W	45.52'
L8	S81°24'50"W	54.22'
L9	S79°30'50"W	52.88'
L10	S70°59'00"W	56.41'
L11	N69°30'45"W	56.05'
L12	N53°02'25"W	47.60'
L13	N51°26'50"W	60.97'
L14	N53°02'50"W	54.92'
L15	N81°52'00"W	48.14'
L16	N74°23'35"W	41.13'
L17	N89°54'05"W	43.59'
L18	S88°07'45"W	50.88'
L19	N66°47'55"W	55.95'
L20	N52°20'20"W	40.74'
L21	N46°41'40"W	17.42'

FLOOD NOTE:  
NO FLOOD HAZARD AREA EXISTS ON SITE AS PER F.I.R.M.  
COMMUNITY PANEL No. 1313SC013F, DATED 8/28/08

TOTAL TRACT ACREAGE: 6.92 AC

**GENERAL NOTES**

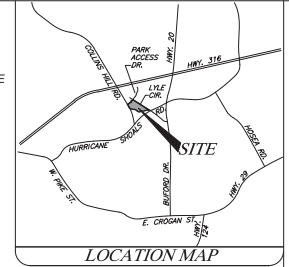
- EXISTING ZONING: RS-150 & BG
- PROPOSED ZONING: CMU
- DOMESTIC WATER SUPPLY TO BE CITY OF LAWRENCEVILLE
- SANITARY SEWER TO BE CITY OF LAWRENCEVILLE
- 43 PROPOSED UNITS

**BOUNDARY SURVEY**

-BOUNDARY REFERENCED FROM PLAT PREPARED BY SMITH PLANNING GROUP - DATED 12/21

**BUILDING SETBACKS R1:**

FRONT: 50' FROM R/W OF ROADS  
SIDE: 40' FROM PROPERTY LINES  
REAR: 40' FROM PROPERTY LINES

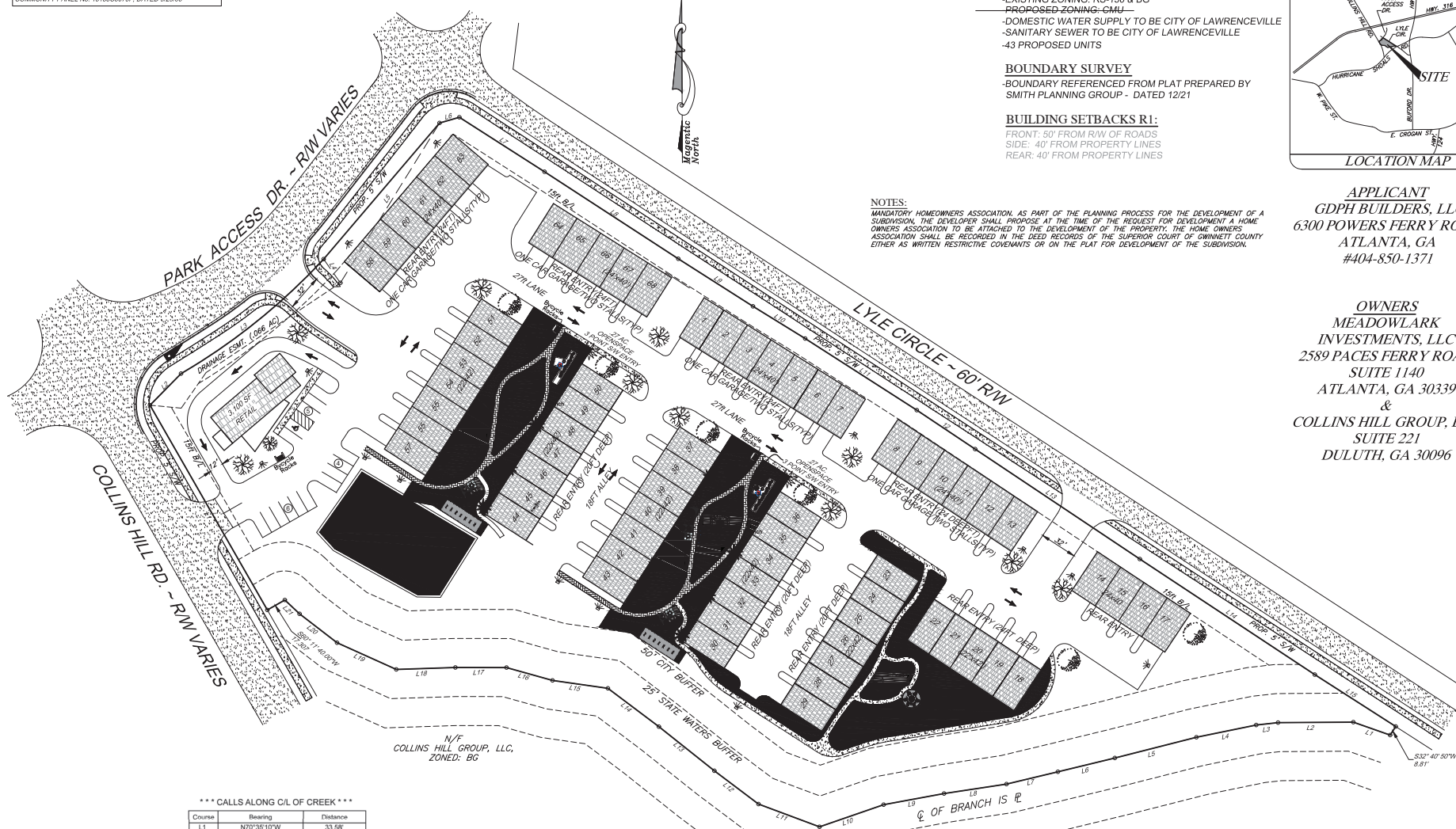


LOCATION MAP

**APPLICANT**  
GDPH BUILDERS, LLC  
6300 POWERS FERRY ROAD  
ATLANTA, GA  
#404-850-1371

**OWNERS**  
MEADOWLARK INVESTMENTS, LLC  
2589 PACES FERRY ROAD  
SUITE 1140  
ATLANTA, GA 30339  
&  
COLLINS HILL GROUP, LLC  
SUITE 221  
DULUTH, GA 30096

**NOTES:**  
MANDATORY HOMEOWNERS ASSOCIATION, AS PART OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF A SUBDIVISION, THE DEVELOPER SHALL PROPOSE AT THE TIME OF THE REQUEST FOR DEVELOPMENT A HOME OWNERS ASSOCIATION TO BE ATTACHED TO THE DEVELOPMENT OF THE PROPERTY. THE HOME OWNERS ASSOCIATION SHALL BE RECORDED IN THE DEED RECORDS OF THE SUPERIOR COURT OF GWINNETT COUNTY EITHER AS WRITTEN RESTRICTIVE COVENANTS OR ON THE PLAT FOR DEVELOPMENT OF THE SUBDIVISION.

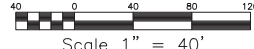


\*\*\* CALLS ALONG CIL OF CREEK \*\*\*

Course	Bearing	Distance
L1	N70°35'10"W	33.58
L2	S89°38'30"W	64.84
L3	S83°37'00"W	19.90
L4	S78°25'00"W	52.52
L5	S75°45'15"W	74.44
L6	S76°20'55"W	59.42
L7	S76°32'10"W	45.52
L8	S81°24'50"W	54.29
L9	S79°30'50"W	52.88
L10	S70°59'00"W	58.41
L11	N69°50'45"W	56.05
L12	N53°02'25"W	47.60
L13	N51°28'50"W	60.97
L14	N53°02'50"W	54.92
L15	N81°52'00"W	48.14
L16	N74°23'35"W	41.13
L17	N89°54'35"W	43.99
L18	S88°07'45"W	50.89
L19	N65°47'55"W	55.95
L20	N52°20'20"W	40.74
L21	N46°41'40"W	17.42

\*\*\* CALLS & CURVES ALONG RW'S \*\*\*

Course	Bearing	Distance
L1	N29°42'20"W	203.16'
L2	N44°27'45"E	38.10'
L3	Rad: 539.00'	Arc: 158.03'
	Tan: 79.58'	Ch: 161.4755'
	Chd: N51°12'55" E	157.46'
L4	S35°02'10"E	25.04'
L5	N31°48'40"E	161.96'
L6	N73°49'55"E	17.76'
L7	S67°21'55"E	87.03'
L8	S66°32'50"E	137.38'
L9	S67°28'40"E	76.17'
L10	S68°20'50"E	52.78'
L11	S67°18'10"E	114.13'
L12	S66°14'10"E	60.41'
L13	S68°19'35"E	170.43'
L14	S66°53'05"E	160.50'
L15	S67°19'10"E	82.72'



1.

REVISION:

DATE:

---

**REZONE PLAN FOR**  
**LYLE CIR**  
GWINNETT COUNTY  
CITY OF LAWRENCEVILLE  
L.L. 7, 1TH DIST.  
PARCEL #

**Sullins Engineering, LLC**  
CONTACT: MATTHEW SULLINS  
CIVIL ENGINEERS - LAND PLANNERS

300 WEST MAY STREET  
WALDEN, GA 30080  
PHONE: (770) 887-6519

GWINNETT COUNTY PROFESSIONAL SEAL  
MATTHEW SULLINS  
No. 2444  
Exp. 12/31/2026

SHEET 1

**RZM2024-00019**  
**RECEIVED SEPTEMBER 9, 2024**  
**PLANNING & DEVELOPMENT DEPARTMENT**









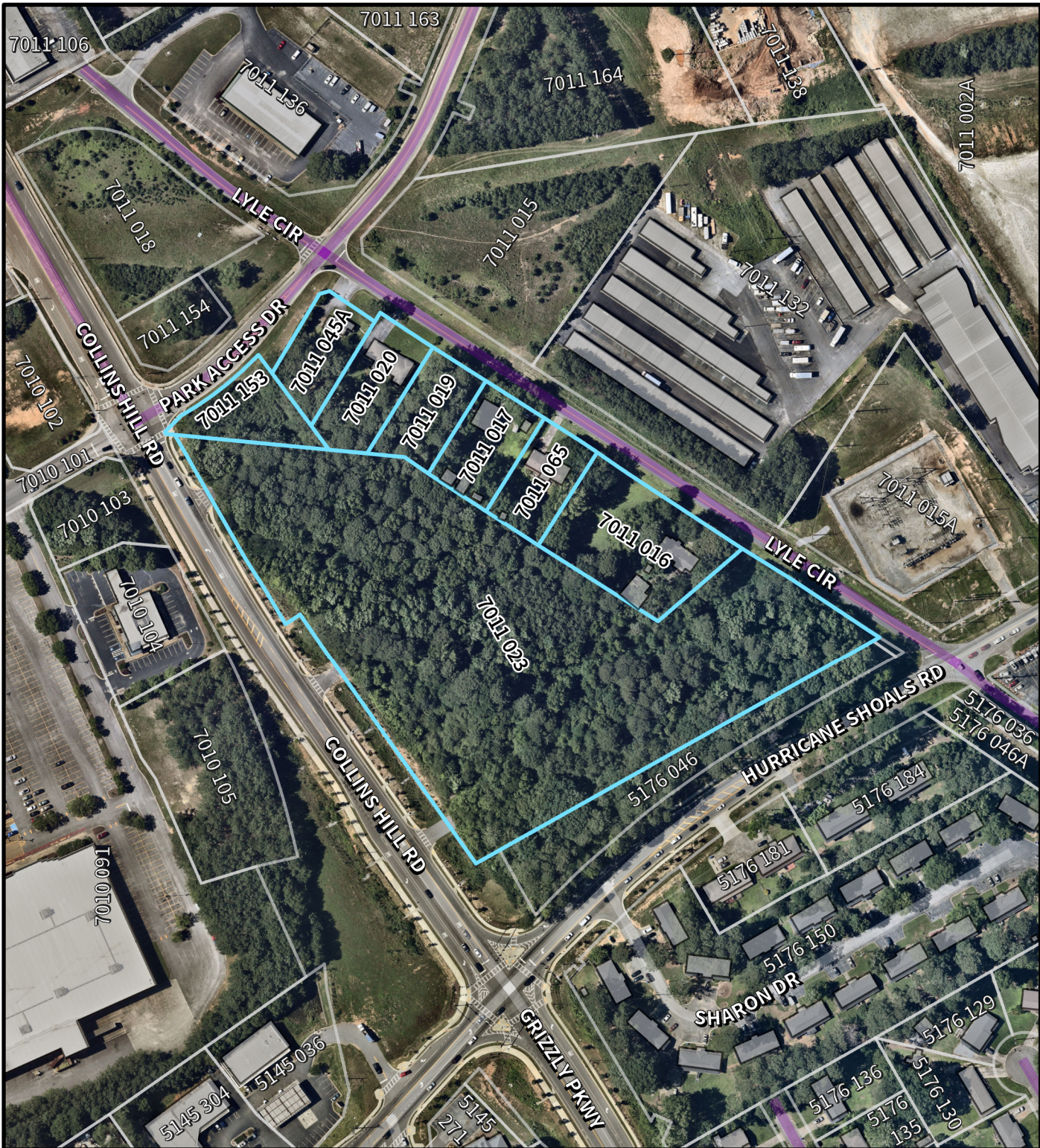












# LAWRENCEVILLE

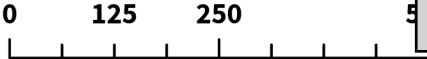
*Planning & Development*

## Location Map & Surrounding Areas

### **RZM2024-00019**

Applicant: Melody Glouton

- Subject Property
- City Maintained Streets







# LAWRENCEVILLE


Planning & Development

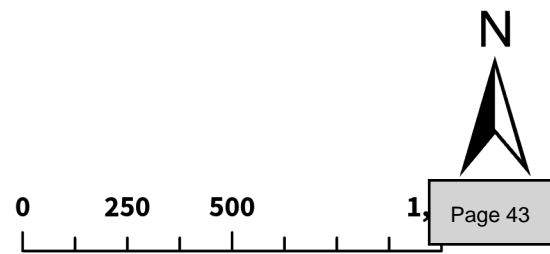
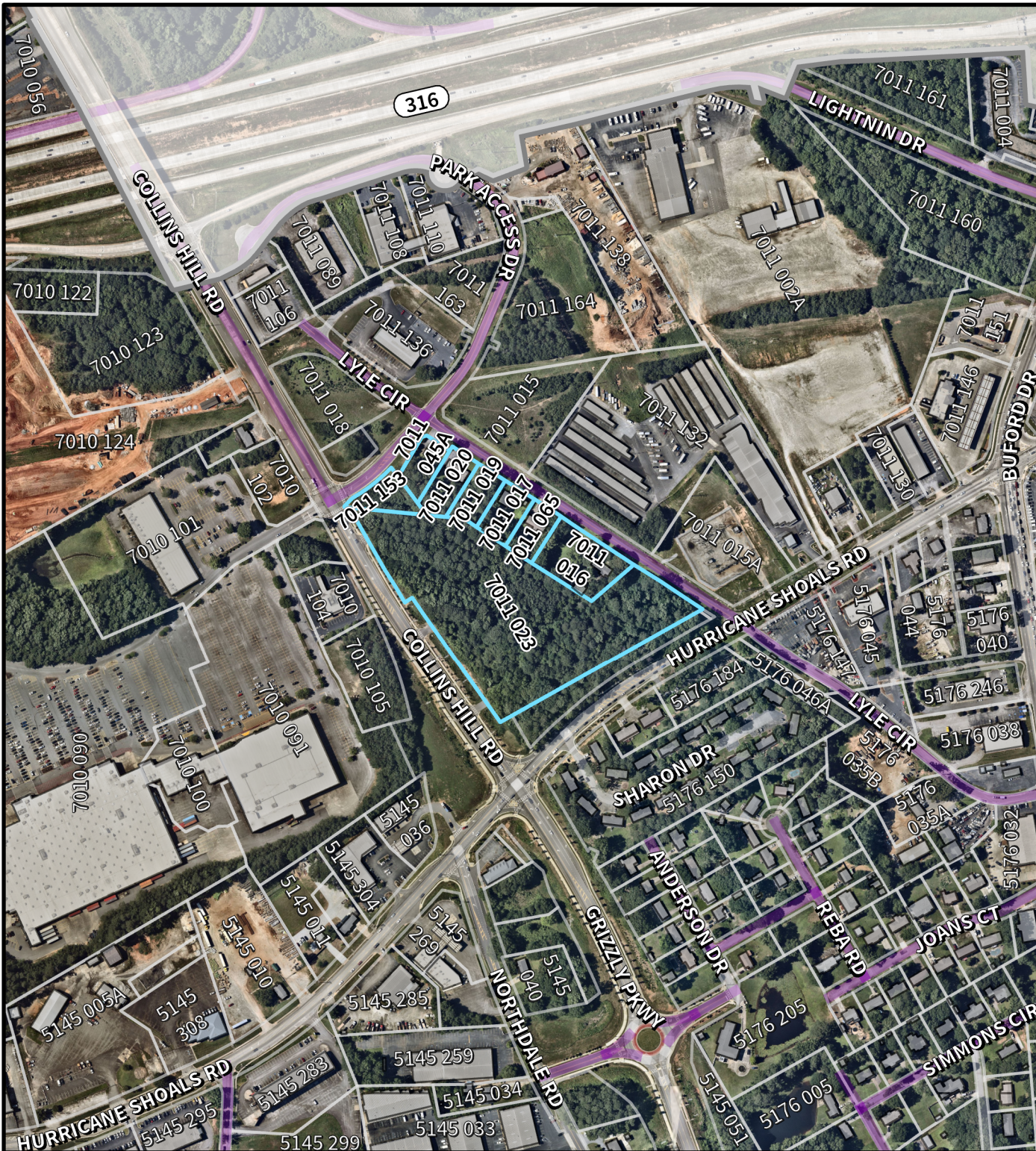
Location Map & Surrounding Areas

**RZM2024-00019**

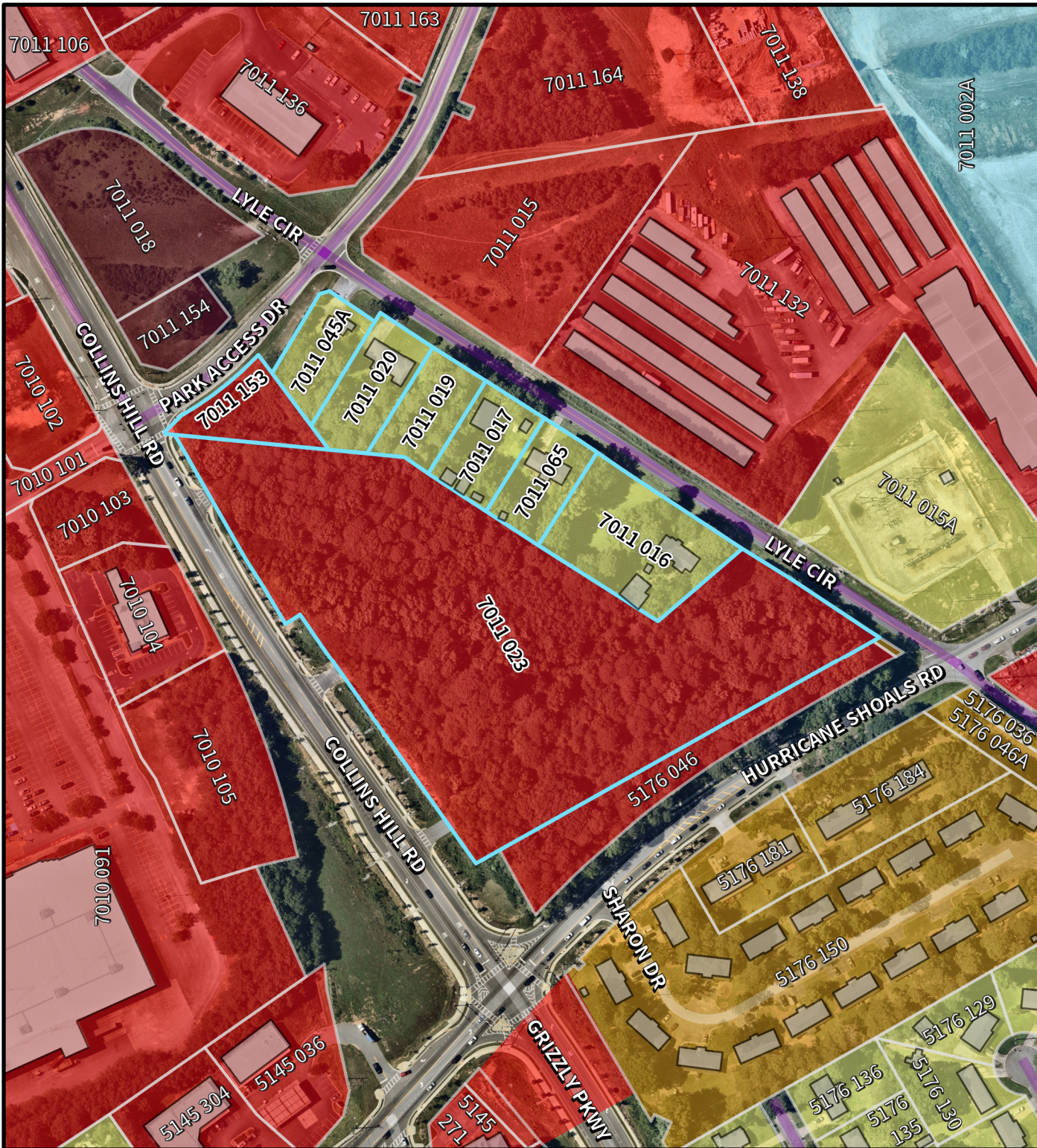
Applicant: Melody Glouton

 Subject Property

 City Maintained Streets







# LAWRENCEVILLE

Planning & Development

## Location Map & Surrounding Areas






**RZM2024-00019**

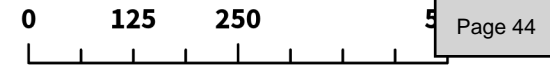
Applicant: Melody Glouton

 Subject Property

 City Maintained Streets

### Zoning Districts

-  **BG** General Business
-  **HSB** Highway Service Business
-  **LM** Light Manufacturing
-  **RM-12** Multifamily Residential
-  **RS-150** Single-Family Residential







# LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

**RZM2024-00019**

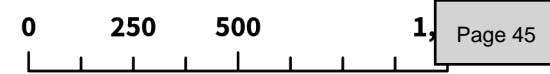
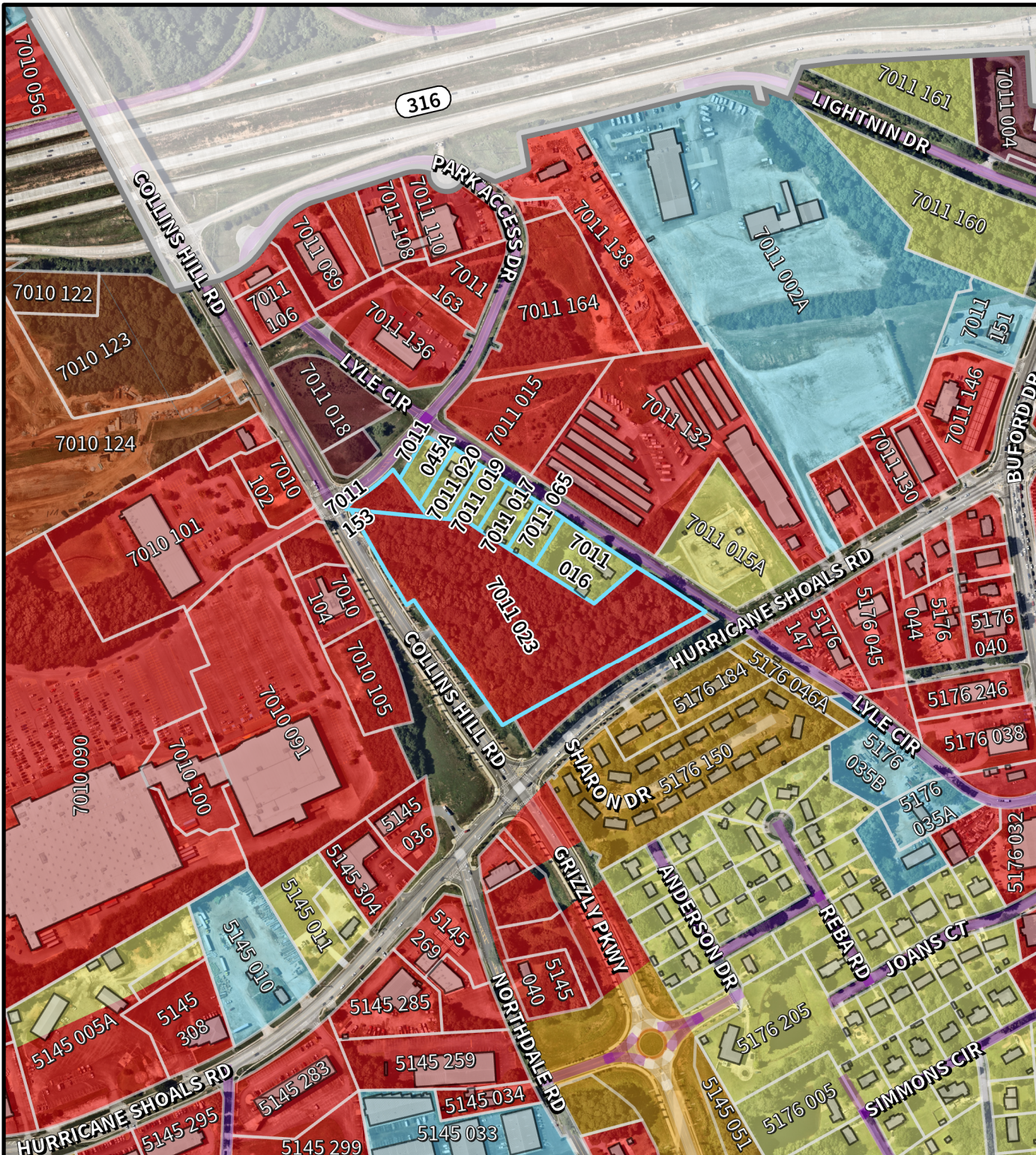
Applicant: Melody Glouton

Subject Property

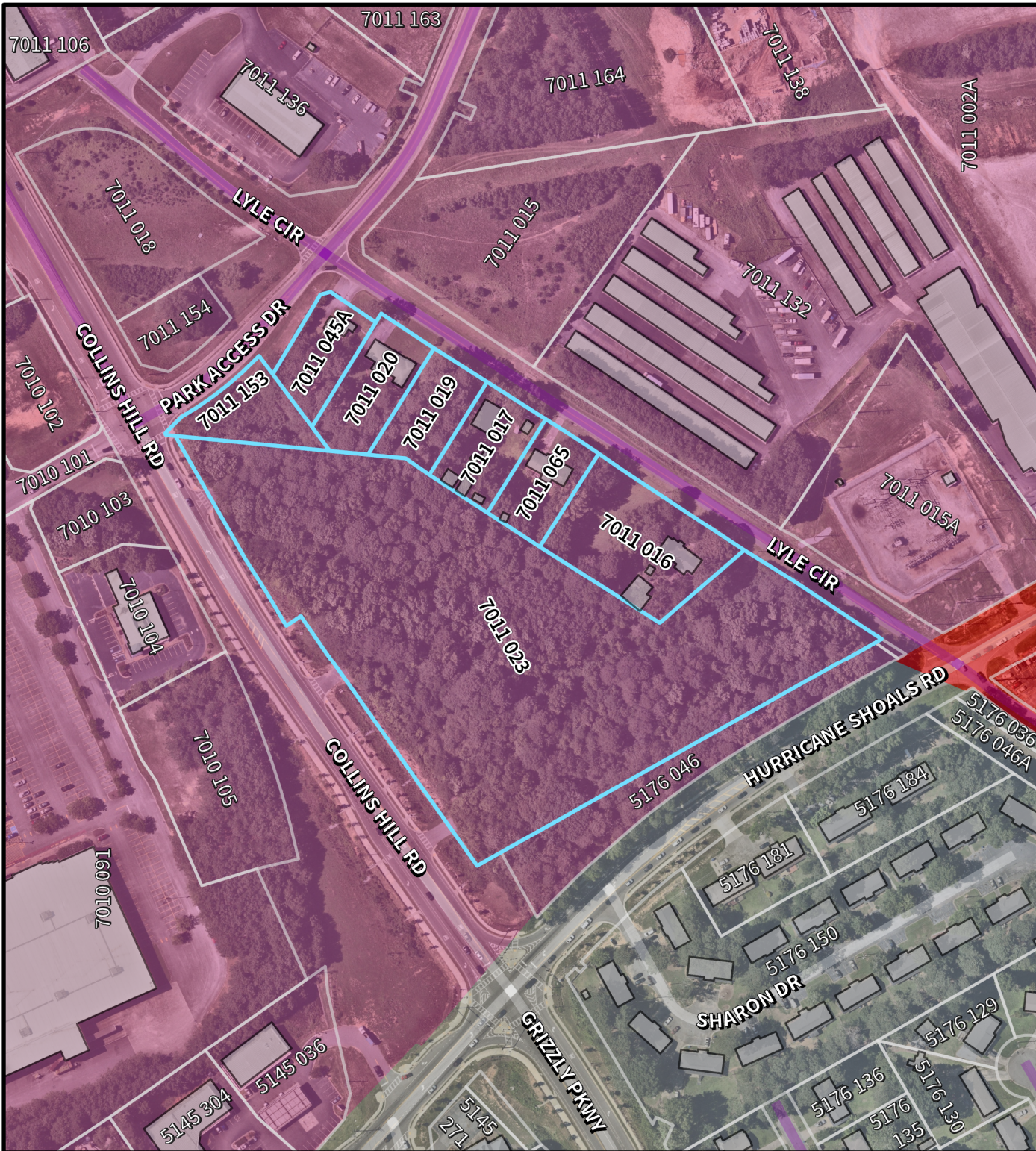
City Maintained Streets

### Zoning Districts

- BG** General Business
- HSB** Highway Service Business
- LM** Light Manufacturing
- CMU** Community Mixed Use
- RM-12** Multifamily Residential
- RS-150** Single-Family Residential







# LAWRENCEVILLE

Planning & Development

## Location Map & Surrounding Areas

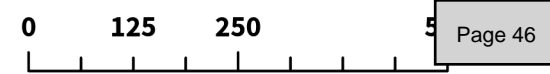
**RZM2024-00019**

Applicant: Melody Glouton

- Subject Property
- City Maintained Streets

### 2045 Character Areas

- Downtown
- Community Mixed Use
- Commercial Corridor








# LAWRENCEVILLE

Planning & Development



Location Map & Surrounding Areas

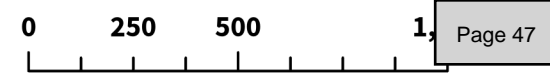
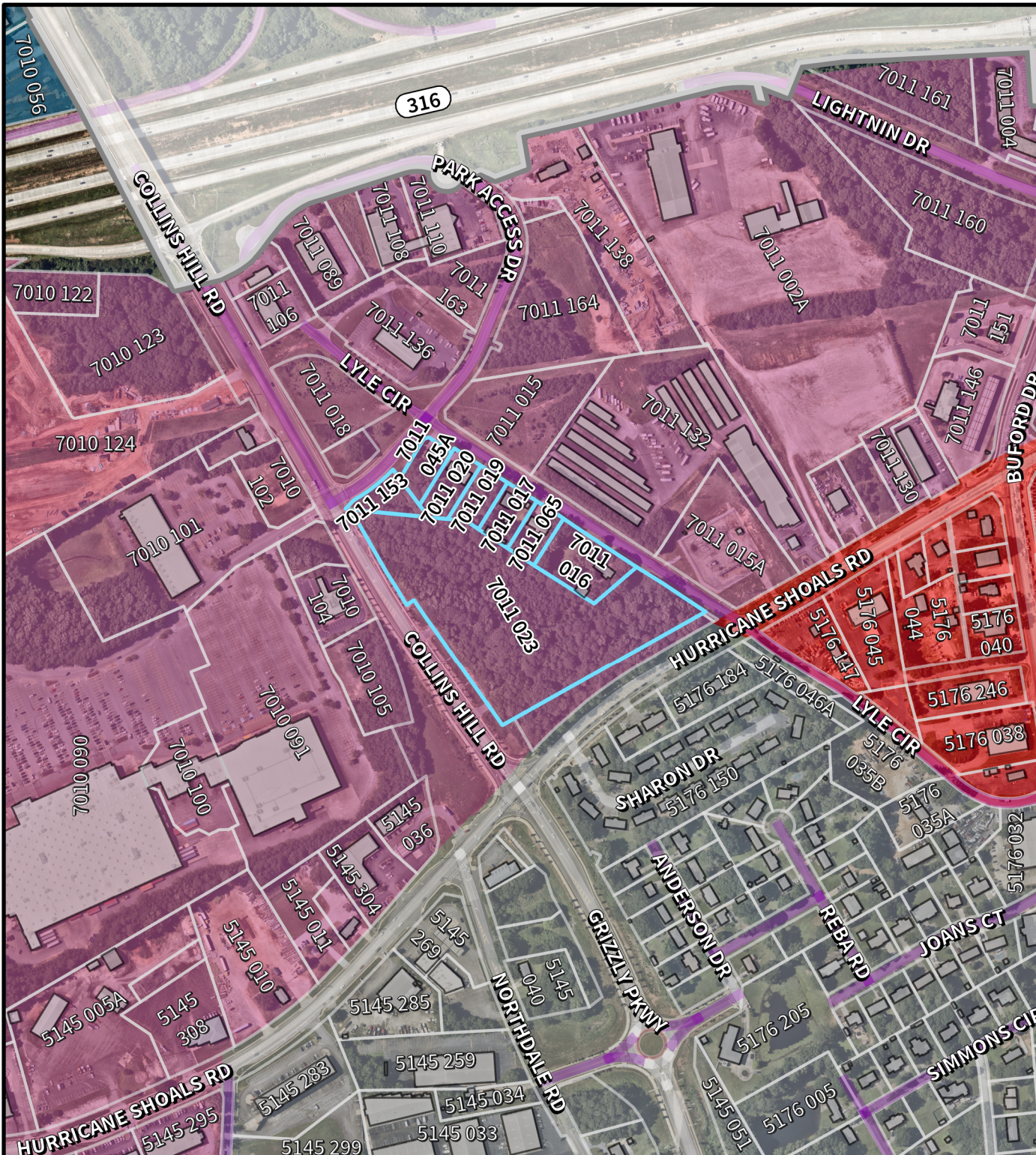
**RZM2024-00019**

Applicant: Melody Glouton

-  Subject Property
-  City Maintained Streets

### 2045 Character Areas

-  Downtown
-  Community Mixed Use
-  Commercial Corridor
-  Education Center







# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** An Ordinance to Amend the City of Lawrenceville’s Zoning Ordinance, Article 1 Districts, by Adding a New Section 102.5 RS-150 INF - One Family Infill Residential District
- Department:** Planning and Development
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** N/A
- Presented By:** Todd Hargrave, Director of Planning and Development
- Action Requested:** Discuss the ordinance amendment to Article 1 and move to the Regular Meeting for Public Hearing
- Planning and Development Recommendation:** **Approval**
- Planning Commission Recommendation:** **To be provided at Work Session meeting**

**Summary:** An ordinance to amend the City of Lawrenceville Zoning Ordinance, Article 1 Districts, by adding a new Section 102.5 RS-50 INF – One-Family infill residential district and renumbering the remaining sections in consecutive order.

**Attachments/Exhibits:**

- ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024

# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

## LOCAL CODE AMENDMENT FORM (For Local Government Use Only)

Item #: 1	(For P&D use only)	Page:	1	of	9
Local Government:	City of Lawrenceville	Date:	Friday, September 20, 2024		
Official's Name and Title:	Todd Hargrave, Director Planning and Development Department	Address:	70 South Clayton Street Lawrenceville, Georgia 30046		
Email:	<a href="mailto:thargrave@lawrencevillega.org">thargrave@lawrencevillega.org</a>	Phone:	678.407.6563		
Title of Code Book:	City of Lawrenceville, Zoning Ordinance, Fifth Edition	Code Section:	Article 1 Districts, Sec. 102.5 RS-50 INF – One-Family Infill Residential District		
CHECK ONE:	<input type="checkbox"/>	Revise section to read as follows:	<input checked="" type="checkbox"/>	Add new section and renumber remaining sections in consecutive as follows:	
	<input type="checkbox"/>	Delete section and substitute the following:	<input type="checkbox"/>	Delete without substitution:	
<del>LINE THROUGH MATERIAL TO BE DELETED:</del>			<u>UNDERLINE MATERIAL TO BE ADDED</u>		

ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024

Code section with strike through and underline:

102.5 RS-50 INF - ONE-FAMILY INFILL RESIDENTIAL DISTRICT

A. Purpose

This RS-50 INF zoning district is intended for the infill development of medium-density detached one-family dwellings and dwelling units within the boundaries of the Infill District map.

B. Site Development Standards

Property in the RS-50 INF zoning classification shall be developed in accordance with the applicable site-related provisions contained in this Article, and the City of Lawrenceville Subdivision Regulations and Development Regulations.

1. Minimum Site Area

The Minimum Site Area shall be one-quarter acre (1/4 ac.). The minimum site area shall not be altered by a Variance.

2. Density

Gross density in an RS-50 INF zoning classification shall not exceed 8 Units Per Acre (UPA). Density shall be calculated as defined in Article 10 Definitions, Density - Gross, and Density - Net.

3. Off-Street Parking

Off-street parking for Passenger Car, SUV, Truck, or Van shall be provided and designed in accordance with the Zoning Ordinance, Article 5 Parking. Off-street parking calculations shall be based on use and/or occupancy.

a. Off-Street Parking may be provided utilizing Option 1. or Option 2.:

Option 1. Off-Street Attached Garage

Off-Street Attached Garages shall be constructed with a two-car garage..

Off-street attached garages shall be located internal to the development and obstructed from view of an adjacent public right-of-way.

Option 2. Off-Street Parking Lot

Off-Street parking lots shall be constructed providing a minimum of two and one-half (2 1/2) parking spaces per dwelling unit. Subject to the review and approval of the Director of the Planning and Development Department.

Off-street parking lots shall be located internal to the development and obstructed from view of an adjacent public right-of-way.

b. Off-Site Parking

ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024

Where a property is unable to meet the minimum requirements set forth in Subsection B.3.a., the applicant for such use must provide to the Department of Planning and Development proof of adequate off-site parking by agreement with other property owners or will be required to enter into an agreement with the City through entry into the Downtown Parking Credit program.

The minimum number of off-street parking spaces shall not be altered by a Variance.

**4. Sewer Capacity**

Sewer Capacity Certification Request shall require the review and approval of the Gwinnett County Department of Water Resources.

**5. Road Classification**

RS-50 INF one-family lots shall not have direct access to an external classified Freeway/Expressway, Arterial (Principal, Major, Minor), Collector (Major, Minor).

**C. Lot Dimensional Standards**

<u>Table 102.5 C.1 - Principal Structure</u>		
<u>Minimum Lot Area (sq. ft.)</u>	<u>Minimum Lot Width (ea.)</u>	<u>Maximum Building Height</u>
<u>4,000 sq. ft.</u>	<u>50 feet</u>	<u>35 feet</u>

<u>Minimum Front Yard Setback</u>	<u>Minimum Rear Yard Setback</u>	<u>Minimum Side Yard Setback</u>	<u>Minimum Heated Floor Area</u>	<u>Minimum Heated Floor Area</u>
<u>15 feet</u>	<u>10 feet</u>	<u>5 feet</u>	<u>1,600 sq. ft. (1 story)</u>	<u>1,800 sq. ft. (2 story)</u>

<u>Table 102.5 C.3 - Accessory Structure</u>				
<u>Maximum Square Footage</u>	<u>Front Yard Setback</u>	<u>Side Yard Setback</u>	<u>Rear Yard Setback</u>	<u>Building Height</u>
<u>400 sq. ft.</u>	<u>Prohibited</u>	<u>5 feet</u>	<u>10 feet</u>	<u>18 feet</u>

**D. Miscellaneous Provisions**

This zoning classification will contain provisions for green space areas for common benefit of the community to be maintained by a homeowner’s association. The zoning district shall be considered through individual rezoning applications where water supply and sewage facilities are available or can be obtained and where there is convenient access to collector streets, major thoroughfares, or state and interstate highways. A complete detailed site plan shall be submitted with each application showing, among other things, open space and recreational amenities. Such application shall also include additional information, such as architectural renderings and restrictive covenant controls to be used by the Planning Commission and the City of Lawrenceville to determine if a proposed project is in the interest of the health, safety, and welfare of the community for which it is proposed.

**E. Mandatory Homeowners Association, Minimum Restrictive Covenant Requirements:**

As part of the planning process for the development of a subdivision, the developer shall propose at the time of the request for development a Homeowners Association to be attached to the development of the property. The Homeowners Association shall be recorded in the deed records of the Superior Court of Gwinnett County either as written restrictive covenants or on the plat for development of the subdivision.

**F. Protective Covenant**

The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way) and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions that will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10% of the one-family units (with an additional 5% hardship) may be leased to third parties by individual owners.

**G. Green Space -**

Every RS-50 INF one-family residential development consisting of more than six (6) buildable lots shall be required to construct an area of public green space within the confines of the development. The minimum green space required shall be 15% of the total acreage of the project excluding 50% of the 100-year flood plain and wetland areas. The green space shall be designed and constructed pursuant to the following regulations:

ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024



1. Contiguous green space is encouraged. Green space that is across a right of way shall not be counted towards the required amount.
2. All green space must be at least thirty (30) feet of width to be considered in the calculations.
3. The green space must be commonly owned by all the residents of the subdivision. The developer shall establish a homeowner’s association for the purpose of transferring title to the green space at the time development begins on the subdivision.
4. The green space shall be constructed as part of the first phase of development.
5. The green space shall be passive except for walking trails which may be constructed therein. Active recreation areas, including swimming pools, tennis courts, basketball courts, clubhouses, and other recreational amenities may not be constructed in the green space.
6. All green space shall be undisturbed, until after the final plat has been approved and recorded.

***H. Utility Restrictions***

All utilities shall be located underground.

Complete ordinance section containing local amendment:

102.6 RS-50 INF - ONE-FAMILY INFILL RESIDENTIAL DISTRICT

A. Purpose

This RS-50 INF zoning district is intended for the infill development of medium-density detached one-family dwellings and dwelling units within the boundaries of the Infill District map.

B. Site Development Standards

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3. Off-Street Parking

Off-street parking for Passenger Car, SUV, Truck, or Van shall be provided and designed in accordance with the Zoning Ordinance, Article 5 Parking. Off-street parking calculations shall be based on use and/or occupancy.

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c. Off-Site Parking

ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024

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The minimum number of off-street parking spaces shall not be altered by a Variance.

4. *Sewer Capacity*

Sewer Capacity Certification Request shall require the review and approval of the Gwinnett County Department of Water Resources.

5. *Road Classification*

RS-50 INF one-family lots shall not have direct access to an external classified Freeway/Expressway, Arterial (Principal, Major, Minor), Collector (Major, Minor).

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ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024

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*H. Utility Restrictions*

All utilities shall be located underground.

**PLANNING AND DEVELOPMENT DEPARTMENT**  
**LOCAL CODE AMENDMENT FORM**  
**INSTRUCTION SHEET**

- 1. Please use a separate form for each proposed local code amendment.
- 2. “Sheet 1 of \_\_\_\_\_” indicates the number of sheets for each individual proposed code amendment, not the number of sheets for all the amendments submitted. If all of the amendment or ordinance section will not fit in the space provided on form, please submit remaining parts on additional sheet.
- 3. Identify the code and code section that is the subject of the proposed local amendment.
- 4. The local government official’s name, address, telephone, fax and email address must be filled out completely.
- 5. Be sure to indicate the type of recommended action in the space referred to as “Check One”.
- 6. If the proposed amendment revises the language of the code section, deletes the entire code section, or deletes the entire code section and offers substitute language, include the language of the present code section and line through the language to be deleted and underline the language of the proposed amendment..
- 7. All proposed local code amendments must be typed and completed in full and the original submitted to the Director of Planning and Development for review and approval. An incomplete form will be sent back to the proponent for completion.

ZON ORD\_ART 1 DIST\_SEC 102.5\_FNL DRFT\_09202024



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** An Ordinance to Amend the City of Lawrenceville’s Zoning Ordinance, Article 1 Districts, by Adding a New Section 102.6 RS-TH INF - Townhouse Family Infill Residential District
- Department:** Planning and Development
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** N/A
- Presented By:** Todd Hargrave, Director of Planning and Development
- Action Requested:** Discuss the ordinance amendment to Article 1 and move to the Regular Meeting for Public Hearing
- Planning and Development Recommendation:** **Approval**
- Planning Commission Recommendation:** **To be provided at Work Session meeting**

**Summary:** An ordinance to amend the City of Lawrenceville Zoning Ordinance, Article 1 Districts, by adding a new Section 102.6 RS-TH INF – Townhouse-Family infill residential district and renumbering the remaining sections in consecutive order.

**Attachments/Exhibits:**

- ZON ORD\_ART 1 DIST\_SEC 102.6\_FNL DRFT\_09202024



# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

## LOCAL CODE AMENDMENT FORM (For Local Government Use Only)

Item #: 1	(For P&D use only)	Page:	1	of	16
Local Government:	City of Lawrenceville	Date:	Friday, September 20, 2024		
Official's Name and Title:	Todd Hargrave, Director Planning and Development Department	Address:	70 South Clayton Street Lawrenceville, Georgia 30046		
Email:	<a href="mailto:thargrave@lawrencevillega.org">thargrave@lawrencevillega.org</a>	Phone:	678.407.6563		
Title of Code Book:	City of Lawrenceville, Zoning Ordinance, Fifth Edition	Code Section:	Article 1 Districts, Sec. 102.6 RS-TH INF – Townhouse-Family Infill Residential District		
CHECK ONE:	<input type="checkbox"/>	Revise section to read as follows:	<input checked="" type="checkbox"/>	Add new section and renumber remaining sections in consecutive as follows:	
	<input type="checkbox"/>	Delete section and substitute the following:	<input type="checkbox"/>	Delete without substitution:	
<del>LINE THROUGH MATERIAL TO BE DELETED:</del>			<u>UNDERLINE MATERIAL TO BE ADDED</u>		

Code section with strike through and underline:

102.6 RS-TH INF - TOWNHOUSE-FAMILY INFILL RESIDENTIAL DISTRICT

A. Purpose

This RS-TH INF zoning district is intended for the infill development of medium-density townhouse-family dwellings and dwelling units within the boundaries of the Infill District map.

B. Townhouse Dwelling Unit Standards

1. Townhouse-Family Dwelling and Dwelling Units

A townhouse-family dwelling shall be constructed in a minimum of four (4) attached dwelling units, but not more than a maximum of six (6) attached dwelling units in which each dwelling unit extends from foundation to roof. Each one-family attached townhouse dwelling unit is separated from any other dwelling unit by one or more vertical common fire-resistance-rated walls. A townhouse shall have a minimum of two (2) stories above the centerline grade of an adjacent public right-of-way.

C. Site Development Standards

1. Minimum Site Area

The minimum site area for which the RS-TH INF zoning classification is permitted shall be one-half acre (½ ac.). This minimum site area shall not be altered by a Variance.

Exception:

A property zoned (RM-12) General Residence, 3,600 Sq. Ft. District prior to the time of adoption of the City of Lawrenceville Zoning Ordinance 2020 (ZON-ORD 2020-9), on May 20, 2020, shall be subject to the review and approval of the City Council. This Exception shall not be altered by a Variance.

2. Density

Gross density in an RS-TH INF zoning classification shall not exceed 12 Units Per Acre (UPA).

3. Off-Street Parking

Off-street parking for Passenger Car, SUV, Truck, or Van shall be provided and designed in accordance with the Zoning Ordinance, Article 5 Parking. Off-street parking calculations shall be based on use and/or occupancy.

a. Off-Street Parking may be provided utilizing Option 1. or Option 2.:

Option 1. Off-Street Attached Garage

Off-Street Attached Garages shall be constructed with a rear-entry two-car garage. Subject to the review and approval of the City Council.

Off-street attached garages shall be located internal to the development and obstructed from view of an adjacent public right-of-way.

*Option 2. Off-Street Parking Lot*

Off-Street parking lots shall be constructed providing a minimum of two and one-half (2 ½) parking spaces per dwelling unit. Subject to the review and approval of the City Council.

Off-street parking lots shall be located internal to the development and obstructed from view of an adjacent public right-of-way.

*b. Off-Site Parking*

Where a property is unable to meet the minimum requirements set forth in Subsection C.3.a., the applicant for such use must provide to the Department of Planning and Development proof of adequate off-site parking by agreement with other property owners or will be required to enter into an agreement with the City through entry into the Downtown Parking Credit program.

The minimum number of off-street parking spaces shall not be altered by a Variance.

*4. Sewer Capacity*

Sewer Capacity Certification Request shall require the review and approval of the Gwinnett County Department of Water Resources.

*5. Road Classification*

RS-TH INF townhouse-family lots shall not have direct access to an external classified Freeway/Expressway, Arterial (Principal, Major, Minor), Collector (Major, Minor).

See figures for examples:

Ex. No. 1 - Rear Entry Townhouse Dwelling Units



**D. Lot Dimensional Standards**

Property in the RS-TH INF District shall be developed in accordance with the applicable provisions contained in the City of Lawrenceville Development Regulations and Subdivision Regulations, and the following additional standards:

<u>Table 102.6 C.1 - Principal Structure *</u>					
<u>Minimum Lot Area</u>	<u>Minimum Building Height</u>	<u>Maximum Number of Stories</u>	<u>Minimum Lot/Unit Width</u>	<u>Maximum Units Per Row (UPR)</u>	<u>Minimum Units Per Row (UPR)</u>
<u>2,400 sq. ft.</u>	<u>35 feet</u>	<u>3 Stories</u>	<u>24 feet</u>	<u>6</u>	<u>4</u>

<u>Table 102.6 C.2 - Principal Structure</u>			
<u>Minimum Front Yard Setback</u>	<u>Minimum Rear Yard Setback</u>	<u>Minimum Side Yard Setback</u>	<u>Minimum Dwelling Separation</u>
<u>15 feet</u>	<u>20 feet</u>	<u>0 feet</u>	<u>20 feet</u>

<u>Table 102.6 C.3. - Minimum Heated Floor Area</u>
---



<u>Studio</u>	<u>1-bedroom</u>	<u>2-bedroom</u>	<u>3-bedroom</u>	<u>4-bedroom</u>
-	<u>1,000 sq. ft.</u>	<u>1,200 sq. ft.</u>	<u>1,400 sq. ft.</u>	<u>1,600 sq. ft.</u>

<u>Table 102.6 C.4 - Maximum % Bedroom Units</u>	
<u>Three (3) bedroom units - Forty (40%) percent</u>	<u>Four (4) bedroom units - ten (10%) percent</u>

**1. RS-TH Townhouse Units - General**

- a. Front façade(s) of townhouse dwelling units shall be parallel or radial to a Public Street (Public Right-of-Way).**
- b. Front façade(s) of townhouse dwelling units shall be staggered or offset to a minimum of two (2) feet providing architectural relief.**

**E. Mandatory Homeowners Association**

As part of the planning process for the development of a townhome subdivision, the developer shall propose at the time of the request for development a Homeowners Association to be attached to the development property. The Homeowners Association shall be recorded in the deed records of the Superior Court of Gwinnett County either as written restrictive covenants or on the plat for development of the subdivision.

The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions that will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10% of the single-family units (with an additional 5% hardship) may be leased to third parties by individual owners.

**F. Architectural Standards**

Subject to review and approval by the Director of Planning and Development.

- 1. Each building shall consist of a minimum of two alternating roof types, specifically, open gable, boxed gable, dormer, hip, or flat roof lines.**

2. Front, side, and rear facades shall be finished with primarily brick or stone on each elevation.

3. Elevations shall be staggered with alternating exterior treatments such as porches, balconies, awnings, chimney, stoops, decks, patios, and terraces.

4. Provide a unique architectural entrance with door surround.

5. Incorporate changes in building material texture, and color.

6. Provide elements such as shutters and roof eave brackets.

7. Refer to Article 6, Architectural and Design Standards , for types of materials allowed in the district.

**G. Development Standards:**

The following minimum requirements shall be applied to the property:

1. All vehicles shall be parked on a subdivision lot on an approved hard surface.

2. Internal yard requirements: A 20-foot grassed or landscaped strip shall be provided between all buildings (facades/elevations) and interior private drives.

3. A minimum of four and a maximum of six units shall be allowed in each row of townhouses.

4. Private Drive shall be installed with the following dimensions:

a. Street width shall be 24 feet. Two-foot curb and gutter required (dimensions are back-to-back of curbs).

b. A 5-foot sidewalk is required and shall be 2 feet off the back of the curb.

5. All utilities shall be underground and shall be located within the required right-of-way.

6. All townhouses must be rear entry; driveways shall have no access to exterior streets.

7. Rear entry units shall abide by the following rules and regulations:

a. Rear entry units' garages shall not be converted into heated interior space without being replaced with another garage within the building of the property subject to the terms of this Ordinance.

b. Driveway must provide two external parking spaces (9 ft. x 20 ft. each)

c. Driveways shall be measure 27 feet from the required 24-foot Private Drive.

8. Front entry units shall require the approval of an associated Variance. If approved, shall abide by the following rules and regulations:

a. Garages shall not be converted into heated interior space without being replaced with another garage within the building of the property subject to the terms of this Ordinance.

b. The front façade of Front Entry Units shall be setback 27 feet from required 24-foot Private Drive.

c. Driveway must provide two external parking spaces (9 ft. x 20 ft. each).

9. Each townhome residence shall have a two-car garage as a minimum requirement.

10. No plumbing or heating vents shall be placed on the front side roof of any structure in this district.

11. Building fronts shall be staggered to provide architectural relief.

12. Sidewalks on both sides of all streets including cul-de-sacs shall be required as set forth in the subdivision regulations of the City of Lawrenceville.

13. The term “pavement width of streets” as used in this Ordinance shall be defined as from the back of curb to back of curb.

14. No driveway shall have access to exterior streets.

15. Centralized mail kiosk shall have a minimum three-car stacking lane for every 100 units served.

16. Dumpsters and recycle bins shall be screened from all units and not visible from right of way.

#### **H. Utility Restrictions**

1. All utilities shall be located underground.

2. All utilities meters shall be located along a side or rear elevation.

#### **I. Green/Common Space:**

1. Every RS-TH INF townhouse-family residential development consisting of more than six (6) buildable lots shall be required to construct an area of public green space within the confines of the development.

2. At least 15% of the net project acreage (total acreage of the project excluding 50% of the 100-year floodplain and wetland areas) shall be designated on a recorded plat as a permanent common area for the use of the residents of the development.

3. The common area shall include at least one conveniently-located public gathering area or activity center with related amenities and improvements in the form of a square, green, plaza, or similar approved element that is accessible to the residents from at least three points of entry by sidewalks. Active recreation areas, including swimming pools, tennis courts, basketball courts, clubhouses, and other recreational amenities may not be constructed in the green space.

4. 50% of the townhouses must be adjacent to or directly across the street from a common area such as a public green, park, or square. These units shall be rear entry only.

a. The minimum size for a public green, park or square 2,500 square feet

b. Provide a mix of undisturbed natural plantings and/or formal plantings

c. Provide benches, tables, seat walls, planters, play structure, and/or picnic areas/shelter.

d. Install outdoor lighting.

**J. Zoning Exhibit**

As part of the application for rezoning, an exhibit shall be submitted that includes the following information:

a. A location map showing the boundaries of the property with the current zoning of the property, as well as zoning on adjacent properties.

b. A plan showing applicable details, to include lots, streets and right-of-ways, setback lines, dwelling sizes, off-street parking, on-street parking, street trees, sidewalks, multi-use trails, stormwater management facility areas, floodplain and wetlands, topography, and common space.

c. Specifications, calculations, and applicable percentages for common area, density calculations, lot sizes, land use, gross and net acreage, dwelling units, and parking.

d. Color elevations of front, sides, and rear of all typical units, including proposed building materials, building heights and any other structures.

e. Other architectural and engineering data necessary to demonstrate conformity with applicable standards of the district and with the Article 6, Architectural and Design Standards.

f. Conceptual Signage Plan.



Complete ordinance section containing local amendment:

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**A. Purpose**

This RS-TH INF zoning district is intended for the infill development of medium-density townhouse-family dwellings and dwelling units within the boundaries of the Infill District map.

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**Sewer Capacity Certification Request shall require the review and approval of the Gwinnett County Department of Water Resources.**

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See figures for examples:

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4. Provide a unique architectural entrance with door surround.
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3. A minimum of four and a maximum of six units shall be allowed in each row of townhouses.
4. Private Drive shall be installed with the following dimensions:
  - a. Street width shall be 24 feet. Two-foot curb and gutter required (dimensions are back-to-back of curbs).
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5. All utilities shall be underground and shall be located within the required right-of-way.
6. All townhouses must be rear entry; driveways shall have no access to exterior streets.
7. Rear entry units shall abide by the following rules and regulations:
  - a. Rear entry units' garages shall not be converted into heated interior space without being replaced with another garage within the building of the property subject to the terms of this Ordinance.
  - b. Driveway must provide two external parking spaces (9 ft. x 20 ft. each)
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8. Front entry units shall require the approval of an associated Variance. If approved, shall abide by the following rules and regulations:
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14. No driveway shall have access to exterior streets.

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#### **H. Utility Restrictions**

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#### **I. Green/Common Space:**

1. Every RS-TH INF townhouse-family residential development consisting of more than six (6) buildable lots shall be required to construct an area of public green space within the confines of the development.

2. At least 15% of the net project acreage (total acreage of the project excluding 50% of the 100-year floodplain and wetland areas) shall be designated on a recorded plat as a permanent common area for the use of the residents of the development.

3. The common area shall include at least one conveniently-located public gathering area or activity center with related amenities and improvements in the form of a square, green, plaza, or similar approved element that is accessible to the residents from at least three points of entry by sidewalks. Active recreation areas, including swimming pools, tennis courts, basketball courts, clubhouses, and other recreational amenities may not be constructed in the green space.

4. 50% of the townhouses must be adjacent to or directly across the street from a common area such as a public green, park, or square. These units shall be rear entry only.

- a. The minimum size for a public green, park or square 2,500 square feet
- b. Provide a mix of undisturbed natural plantings and/or formal plantings
- c. Provide benches, tables, seat walls, planters, play structure, and/or picnic areas/shelter.
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As part of the application for rezoning, an exhibit shall be submitted that includes the following information:

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- c. Specifications, calculations, and applicable percentages for common area, density calculations, lot sizes, land use, gross and net acreage, dwelling units, and parking.
- d. Color elevations of front, sides, and rear of all typical units, including proposed building materials, building heights and any other structures.
- e. Other architectural and engineering data necessary to demonstrate conformity with applicable standards of the district and with the Article 6, Architectural and Design Standards.
- f. Conceptual Signage Plan.

**PLANNING AND DEVELOPMENT DEPARTMENT**  
**LOCAL CODE AMENDMENT FORM**  
**INSTRUCTION SHEET**

1. Please use a separate form for each proposed local code amendment.
2. "Sheet 1 of       " indicates the number of sheets for each individual proposed code amendment, not the number of sheets for all the amendments submitted. If all of the amendment or ordinance section will not fit in the space provided on form, please submit remaining parts on additional sheet.
3. Identify the code and code section that is the subject of the proposed local amendment.
4. The local government official's name, address, telephone, fax and email address must be filled out completely.
5. Be sure to indicate the type of recommended action in the space referred to as "Check One".

6. If the proposed amendment revises the language of the code section, deletes the entire code section, or deletes the entire code section and offers substitute language, include the language of the present code section and line through the language to be deleted and underline the language of the proposed amendment..
7. All proposed local code amendments must be typed and completed in full and the original submitted to the Director of Planning and Development for review and approval. An incomplete form will be sent back to the proponent for completion.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

**Item:** An Ordinance to Amend the City of Lawrenceville’s Zoning Ordinance, Article 1 Districts, by Revising New Section 102.11 CMU Community Mixed-Use District to Include References to the RS-50 and RS-TH INF

**Department:** Planning and Development

**Date of Meeting:** Wednesday, October 9, 2024

**Fiscal Impact:** N/A

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

**Action Requested:** Discuss the ordinance amendment to Article 1 and move to the Regular Meeting for Public Hearing

**Planning and Development**

**Recommendation:** **Approval**

**Planning**

**Commission**

**Recommendation:** **To be provided at Work Session meeting**

**Summary:** An ordinance to amend the City of Lawrenceville Zoning Ordinance, Article 1 Districts, by revising new Section 102.11 CMU Community Mixed-Use District to include references to the RS-50 INF – One-Family Infill Residential District and RS-TH INF – Townhouse-Family Residential District and renumbering the remaining sections in consecutive order.

**Attachments/Exhibits:**

- ZON ORD\_ART 1 DIST\_SEC 102.11\_FNL DRFT\_09202024

# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

## LOCAL CODE AMENDMENT FORM (For Local Government Use Only)

Item #: 1	(For P&D use only)	Page:	1	of	19
Local Government:	City of Lawrenceville	Date:	Fri <del>Thursday, September 20</del> <del>July 18,</del> <del>2024</del>		
Official's Name and Title:	Todd Hargrave, Director Planning and Development Department	Address:	70 South Clayton Street Lawrenceville, Georgia 30046		
Email:	<a href="mailto:thargrave@lawrencevillega.org">thargrave@lawrencevillega.org</a>	Phone:	678.407.6563		
Title of Code Book:	City of Lawrenceville, Zoning Ordinance, Fifth Edition	Code Section:	Article 1 Districts, Sec. 102.11 CMU Community Mixed-Use District		
CHECK ONE:	<input checked="" type="checkbox"/> Revise section and renumber remaining sections in consecutive order:	<input type="checkbox"/>	Add new section and renumber remaining sections in consecutive order:		
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ZON ORD\_ART 1 DIST\_SEC 102.11\_FNL DRFT\_09202024



Code section with strike through and underline:

**~~102.9~~ 102.11 CMU Community Mixed-Use District**

**A. Purpose**

The purpose of the CMU Community Mixed-Use District is to promote complementary groupings of small-scale mixed-use buildings that are within walking distance and compatible with the surrounding neighborhood. It is the intent of this district to provide for diverse housing options to accommodate multigenerational communities within a range of residential building forms, lot sizes, and dwelling sizes and neighborhood-oriented retail, services, and low-intensity office uses that are within convenient walking distances.

Property in the CMU Community Mixed-Use District shall be developed in accordance with the Minimum Lot Area requirement and the applicable site related provisions of the City of Lawrenceville Development Regulations.

**B. Land Use Mix**

Each CMU development shall include a mix of land uses, as indicated in the table below.

1. The intent of allowing these nonresidential uses is to create a small node of retail and commercial services primarily for the convenience and amenity of residents of the CMU District. Nonresidential development must be compatible with the residential component of the development, and in general with the Architectural Design Standards specified in this section and Article 6, Architectural Standards and Design Guidelines.

Land Use	Percentage of Gross Land Area	
	Minimum	Maximum
Residential Uses	30%	75%
Civic/Institutional Uses	15%	50%
Commercial/Retail, Light Industrial or Office Uses	15%	50%

2. This district provides for a diversity of housing types. Each CMU development shall include at least one housing option, including apartments, single-family residences, or townhomes.

a. <del>One</del> Single-family detached dwellings on large lots <del>(at least 9,500 sq. feet)</del> <u>(See AR, RS-180 and RS-150, standards)</u>
b. <del>One</del> Single-family detached dwellings on mid-size lots <del>(7500-9499 sq. feet)</del> <u>See RS-60 standards</u>
c. <del>One</del> Single-family detached dwellings on small lots <u>(See RS-50 INF* standards</u> <del>4500-7499 sq. feet)</del>
d. Townhouses <u>(See RS-TH INF* and RM-8 standards</u> <del>see RM-8 standards above)</del>
e. Multifamily (see RM-12 and RM-24 standards above)

\*Infill District Map boundaries only.

**C. Lot Development Standards**

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Project Area Standard			Off Internal Streets or Private Driveways		
Minimum Site Area	Minimum Road Frontage	Max. Height	Min. Front Setback	Min. Side Setback	Min. Rear Setback
5 acres	40 ft./lot	45 ft.	5-15 ft.	10-20 ft.	<del>25-40</del> 25-40 ft.

Building setbacks adjacent to a classified Arterial or Collector (Principal, Major, Minor) shall be fifty (50) feet.

- This Minimum Lot Area shall not be reduced by a Variance. If property was zoned (RM-12) General Residence, 3,600 Sq. Ft. District at the time of adoption of the City of Lawrenceville Zoning Ordinance 2020 (ZON-ORD 2020-9), on May 20, 2020, and property does not meet the Minimum Lot Area then the property owner may apply for a Variance.

- Duplexes shall be prohibited.

**D. Mandatory Homeowners Association.** As part of the planning process for the development of a subdivision, the developer shall propose at the time of the request for development a Home Owners Association to be attached to the development of the property. The Home Owners Association shall be recorded in the deed records of the Superior Court of Gwinnett County either as written restrictive covenants or on the plat for development of the subdivision.

**E. Protective Covenants**

The development shall have a mandatory community association(s) to provide maintenance for all common areas of landscaping within internal right-of-ways and immediately adjacent external right-of-ways), and enforce reasonable and customary property maintenance standards through covenants, conditions, and restrictions that will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Said subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10% of the single-family units (with an additional five percent hardship) may be leased to third parties by individual owners.

- Voluntary compliance with the Gwinnett County Crime Free Multi-Housing program is strongly suggested.

**E. Green/Common Space:**

1. Every development shall be required to construct an area of public green space within the confines of the development.
2. At least 15% of the net project acreage (total acreage of the project excluding 50% of the 100-year floodplain and wetland areas) shall be designated on a recorded plat as a permanent common area for the use of the residents of the development.
3. Depending on the scale of the development, the common area shall include at least one conveniently-located public gathering area or activity center with related amenities and improvements in the form of a square, green, plaza, or similar approved element that is accessible to the residents from at least three points of entry by sidewalks. Active recreation areas, including swimming pools, tennis courts, basketball courts, clubhouses, and other recreational amenities may not be constructed in the green space.
4. 50% of the houses must be adjacent to or directly across the street from a common area such as a public green, park, or square. These units shall be rear entry only.

- a. The minimum size for a public green, park or square 3,000 square feet
- b. Provide a mix of undisturbed natural plantings and/or formal plantings
- c. Provide benches, tables, seat walls, planters, play structure, and/or picnic areas/shelter.
- d. Install outdoor lighting.

**F. Connectivity**

1. Interconnected network. It is the intent of this section that the public-access-ways, walkways, transportation facilities, and improvements in the mixed-use district contribute to an interconnected and continuous network providing convenient vehicular and pedestrian access to abutting properties. The design of the development and related public improvements shall provide for maximum connections for automobiles, pedestrians, bicycles, and public transportation to off-site and on-site attractions such as concentrations of employment, shopping, housing, community services, public parking parks, and public facilities.
2. Vehicular connectivity
  - a. No streets may be longer than 400 feet without an intersection with another street or alley.
  - b. The street network shall form a connected pattern (grid system), with a minimum of cul-de-sacs approved by the Director of Planning and Development only in cases of topographical hardship. Street shapes should be varied with loop streets, curving crescents, ovals, and courts providing visual interest and traffic calming effects. Approved cul-de-sac streets may be no longer than 400 feet in length. Street patterns shall be designed to respect and follow existing terrain as much as possible to minimize earthmoving and disruption of the existing topography.
  - c. New streets shall contribute to an interconnected network and meet all of the following standards:
    - i. Location of the new street shall be reviewed and approved by the appropriate City department. Such approval shall be contingent on a finding that the new street will serve a public purpose such as improving traffic safety, reducing traffic congestion, or improving vehicular and pedestrian circulation and access to major thoroughfares.
    - ii. Right-of-way and design of the new street shall meet applicable requirements of the appropriate City department.
3. Pedestrian Connectivity
  - a. There shall be an adequate separation of pedestrian walkways from automobile traffic within a development. Appropriate design elements or traffic-calming measures, such as paving material variation or barriers (structural or spatial), shall be provided to distinguish vehicular and pedestrian access points.
  - b. Safe, convenient, and continuous pedestrian walkways shall be provided:
    - i. Between building entrances for all buildings in the same block.
    - ii. Along both sides of the street frontage of all streets.
    - iii. Through parking lots and parking structures at regular intervals connecting to building entrances and the public sidewalks on surrounding streets.

**G. Public Improvements**

1. Sidewalks shall meet the Engineering Department Requirements.
2. Crosswalks and pedestrian crossing signage shall be provided consistent with the most recent edition of the Manual of Uniform Traffic Control Devices (MUTCD) and AASHTO, as per Engineering Department approval.
3. Greenway Access



- a. Greenways shall be provided in accordance with the Trail Master Plan and maintained in accordance with the plan and other applicable sections of the Zoning Ordinance. Final location of the greenways shall be coordinated with the Engineering Department.
- b. If a project abuts a greenway, then a multiuse path shall be provided connecting to the greenway for pedestrian and bicycle use.

**H. Access Easements and Inter-parcel Access**

- 1. Inter-parcel access, joint driveways, cross-access drives, and access easements shall be provided as follows except where the Director of Planning and Development determines that they are not feasible due to topographic or other site-specific constraints:
  - a. Inter-parcel driveway connection or provision of a future inter-parcel driveway stub (with appropriate cross-access easements) shall be required between adjacent non-residential properties on arterials or major collectors designated on the Gwinnett County Long Range Road Classification Map.
  - b. Joint driveways and cross-access easements shall be established for non-residential tracts wherever feasible along streets classified as arterials or major collectors on the Gwinnett County Long Range Classification map.
  - c. Roads are to be designed with a design speed of 25 mph and a two-way travel aisle with a minimum of 20 feet to accommodate automobiles, service vehicles, and loading vehicles.
  - d. Driveway aprons, stub-outs, and other design features or traffic calming features may be required by the Director or Engineering Department to indicate cross access or service drive for traffic safety or per City standards.

**I. Parking**

- 1. Vehicle Parking
  - a. The minimum number of required off-street parking spaces shall be provided in Article 5, Parking or in accordance with the following standards, whichever is lower:
    - i. Five parking spaces are required for every 1,000 square feet of the gross floor area of non-residential use.
    - ii. 1.5 parking spaces are required for each residential dwelling unit.
    - iii. The number of required off-street parking spaces may be reduced by an equal number of on-street parking spaces, or by a shared parking agreement.
  - b. All off-street parking must be located to the side or rear of the principal buildings within the CMU District and screened from residential districts. Off-site parking in the front yard is not permitted within the CMU District.
- 2. Bicycle Racks
  - a. All uses that are required to provide off-street parking spaces for motorized vehicles also shall provide bicycle racks consistent with each of the standards below:
    - i. Uses that require more than 50 off-street parking spaces for motorized vehicles shall provide at least one bicycle rack space for every 25 parking spaces required for motorized vehicles.
    - ii. No single building shall be required to provide more than 20 bicycle rack spaces.
    - iii. Bicycle racks shall be located outside of the street right-of-way; in a well-lit area; and no more than 75 feet from the intended use area or building.
- 3. Transit-Oriented Development Parking
  - a. The Director of Planning and Development may grant an administrative variance to reduce the number of parking spaces by no more than 20 percent of the required parking spaces for uses

that are located along pedestrian walkways and within 1,320 feet of a fixed public transportation stop.

**J. Landscape, Buffers, and Tree Protection**

1. The purpose of landscaping in the Community Mixed-Use District is to provide for flexibility of design based upon pedestrian and vehicular connectivity; the types of common space areas; architectural design; and density. The objective is to maintain the health and well-being of the trees.
2. Buffers and tree protection shall be in conformity with Article 4, Buffers.
3. Trees within the Community Mixed-Use development must meet the street tree, parking lot tree, and 16 tree density units per acre requirements. Street trees may count as units toward the tree density requirement.
  - a. Street Trees
    - i. Trees on major entry drives throughout the development shall be canopy trees.
    - ii. Trees on local streets throughout the development may be canopy or small trees.
    - iii. If tree wells are provided within sidewalks, a tree grate or pavers shall be provided for each tree. Engineered soils and irrigation for each tree is required. An owner or developer shall submit to the Department the engineered soil specifications prior to issuance of the development permit. Details of the tree grates are required to be on the plan.
  - b. Parking Lot Trees
    - i. Parking rows shall terminate with a planting island unless adjacent to a landscape strip.
    - ii. Recommendations for parking lot planting area designs:
      - 1) The use of elongated planting strips that is perpendicular to the parking stalls;
      - 2) Irrigation and a long term maintenance plan for newly planted trees and shrubs; and,
      - 3) The use of at-grade planting areas (bioswales) in parking lots to promote Stormwater runoff treatment.
4. Screening off-street parking lots
  - a. Off-street parking lots may be screened from adjacent roadways and sidewalks by a five-foot landscape strip with the following requirements:
    - i. One tree for every 25 linear feet of strip length shall be provided. Deciduous trees shall be at least 2-inches caliper and evergreen trees shall be at least 6 feet in height at time of planting. Trees shall be a species native or suitable to this region as provided in Article 4, Buffers.
    - ii. One evergreen shrub for each 8 linear feet of strip length shall be provided. Each shrub shall be a species native or suitable to this region.
5. If landscape strips are provided within the right-of-way, they shall be a minimum of five feet in width, measured from the back of the curb and sidewalk.
6. Individual lot trees are not required on detached residential lots.

**K. Streetscape Design**

1. The location and specifications of other improvements in public right-of-ways, including street lights, bike racks, trash receptacles, benches, street trees, and landscaping, shall be as provided in accordance with the Article 6, Architectural and Design Standards and the following design criteria:
  - a. Lighting
    - i. A unified lighting plan must be submitted with the concept plan for approval by the Director to be in accordance with Article 6, Architectural and Design Standards, and other sections as applicable. Such lighting provides adequate vehicular and pedestrian vi

and security of on-site areas such as building entrances, parking, service delivery, and pedestrian walkways. Light fixtures shall include glare shields to limit direct rays onto adjacent residential properties. Such a lighting plan must include typical designs for shielded light fixtures, light poles, and lighting levels that are compatible with or complement the surrounding developments.

- b. Pedestrian Amenities
  - i. Public gathering areas shall be designed with approximately scaled and thematic site furnishings or amenities such as decorative seating, planters, or water fountains. Site furnishings and amenities shall be located outside of the street right-of-way and be privately maintained.
  - ii. Materials should be durable and variable in texture, color, and form. Plastic or petroleum-based resin materials are prohibited.
- c. Landscaping shall be separated from vehicular uses by some form of barrier such as a high back concrete curb, bollards, curb stops, or other suitable permanent alternatives.

**L. Utilities**

All existing and proposed utilities located along streets in the Community Mixed-Use District, except for substations and major electric transmission lines located on separate easements, are required to be placed underground or relocated to the rear of the property so that they will be less visible from streets.

**M. Signs**

Signs for buildings with an individual use or tenant shall be permitted in accordance with Article 7, Signs.

**N. Architectural Standards**

- 1. The applicant for a building permit in the Community Mixed-Use District shall prepare and submit preliminary architectural plans and elevations of all buildings for review by the Director. The Director shall review such plans and elevations in order to determine if they conform to the City of Lawrenceville Architectural Standards and are substantially consistent with the City of Lawrenceville Zoning Ordinance.
- 2. Odor Scrubbing
  - a. When residential uses are located with other non-residential uses within the same building, odor-scrubbing equipment shall be required of the non-residential tenant to eliminate obnoxious odor as deemed appropriate for each use.
- 3. Doors and Entrances
  - a. Buildings must have a primary entrance door facing a public sidewalk. Entrances at building corners may be used to satisfy this requirement.
  - b. Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas, or courtyard entrances to a cluster of shops or businesses.

**O. Outdoor Operations**

- 1. All uses and operations except off-street parking, off-street loading and delivery, and walk-up customer service windows shall be conducted completely within enclosed buildings, except as follows:
  - a. Outdoor seating for restaurants shall be subject to the supplemental use regulations of Article 2, Section 200.3.50, Outdoor Seating and be located outside of the street right-of-way.

b. Outdoor display or sales of merchandise shall be subject to the supplemental use regulations of Article 2, Section 200.3.49 Outdoor sales, or display and be located outside of the street right-of-way.

**P. Property Owners Association**

- 1. Common areas, stormwater management facilities, and floodplain and wetland areas shall be owned in fee simple by a mandatory property owners association or approved entity. The developer shall record the deed to the common area prior to, or concurrent with, the recording of the first final subdivision plat.
- 2. The property owners association or other approved entity shall be responsible for the continuous maintenance and protection of buffers, common areas, and recreation areas established pursuant to this Section.
- 3. At a minimum, the property owners association’s bylaws or covenants shall contain the following provisions:
  - a. Governance of the association by the Georgia Property’s Association Act (OCGA Section 44-3-220 et seq.) or a successor to that Act that grants lien rights to the association for maintenance expenses and tax obligations.
  - b. Responsibility for maintenance of the open space or common area.
  - c. Responsibility for insurance and taxes.
  - d. Automatic compulsory membership of all lot purchasers and their successors and compulsory assessments.
  - e. Conditions and timing of transferring control of the association from the developer to the lot owners.
  - f. Guarantee that the association will not be dissolved without the advance approval of the City Council.

**Q. Application Process**

- 1. The Community Mixed-Use rezoning process shall follow the process for rezoning as prescribed in Article 9, Section 907, Rezoning Application Public Hearing Procedures with the following modifications:
  - a. All such rezoning applications shall be accompanied by a Zoning Exhibit for review and approval by the Director of Planning and Development. The Zoning Exhibit shall provide all information necessary to demonstrate that it achieves the criteria 1 through 6 (see below) as applicable.
  - b. If the rezoning application is approved by the City Council, then such rezoning shall be conditioned on the applicant’s substantial conformity with the Zoning Exhibit, including any modifications or conditions approved by the City Council pursuant to its deliberations on the application.
  - c. Zoning Exhibit approval shall not constitute entitlement to permits.
  - d. Each applicant for the mixed-use district shall provide evidence of the unified control of the entire parcel. During the development process, more than one owner may participate in the development of the approved plan so long as each parcel of land remains subject to all of the terms and conditions of the Zoning Exhibit approved for the property as a whole.

**R. Zoning Exhibit**

- 1. As part of the application for rezoning, an exhibit shall be submitted that includes the following information:

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- a. A location map showing the boundaries of the property with the current zoning of the property, as well as zoning on adjacent properties.
- b. A plan showing applicable details, to include lots, streets and right-of-ways, setback lines, dwelling sizes, off-street parking, on-street parking, street trees, sidewalks, multi-use trails, stormwater management facility areas, floodplain and wetlands, topography, and common space.
- c. Specifications, calculations, and applicable percentages for common area, density calculations, lot sizes, land use, gross and net acreage, dwelling units, and parking.
- d. Color elevations of front, sides, and rear of all typical units, including proposed building materials, building heights and any other structures.
- e. Other architectural and engineering data necessary to demonstrate conformity with applicable standards of the district and with the Article 6, Architectural and Design Standards.
- f. Conceptual Signage Plan.

**S. Phasing Plan**

A phasing plan shall be submitted with the Concept Plan and approved by the Director unless the entire development is to be completed at one time. Such phasing plan shall describe and illustrate in a written and graphic format the incremental implementation of the Mixed-Use development over a number of years, including the sequence, timing, and responsibility for construction of each building, support facilities, infrastructure, and utilities. The revision of the phasing plan is permitted and must be approved by the Director of Planning and Development prior to each construction phase.

**T. Concept Plan**

A concept plan must be submitted and approved by the Director after the rezoning process and prior to submittal of an application for a Development Permit. The purpose of the Concept Plan review is to ensure the soundness of the proposed development, compatibility with the surrounding area and compliance with zoning conditions. The Concept Plan shall be developed in substantial conformance with the Zoning Exhibit approved by the City Council, along with any conditions added thereto by the City Council, according to the plan and plat guidelines listed in the Development Regulations.

**U. Building Plans**

Prior to issuance of a building permit for any occupied structure to be located within the Community Mixed-Use District, the builder shall provide architectural plans and elevations at a scale no smaller than 1/8"=1'-0" that demonstrate compliance with the requirements of the Architectural Design Standards. The Director shall have the authority to review and approve the building plans for conformity with the requirements of this article and Article 6, Architectural and Design Standards.

**V. Other Requirements**

The applicant shall adhere to all other applicable requirements of this Ordinance and other applicable requirements of the City of Lawrenceville. In any case where the standards and requirements of this district conflicts with other provisions of the City of Lawrenceville Code of Ordinances, the requirements of this district shall govern.

Complete ordinance section containing local amendment:

**102.11 CMU Community Mixed-Use District**

**A. Purpose**

The purpose of the CMU Community Mixed-Use District is to promote complementary groupings of small-scale mixed-use buildings that are within walking distance and compatible with the surrounding neighborhood. It is the intent of this district to provide for diverse housing options to accommodate multigenerational communities within a range of residential building forms, lot sizes, and dwelling sizes and neighborhood-oriented retail, services, and low-intensity office uses that are within convenient walking distances.

Property in the CMU Community Mixed-Use District shall be developed in accordance with the Minimum Lot Area requirement and the applicable site related provisions of the City of Lawrenceville Development Regulations.

**B. Land Use Mix**

Each CMU development shall include a mix of land uses, as indicated in the table below.

- 1. The intent of allowing these nonresidential uses is to create a small node of retail and commercial services primarily for the convenience and amenity of residents of the CMU District. Nonresidential development must be compatible with the residential component of the development, and in general with the Architectural Design Standards specified in this section and Article 6, Architectural Standards and Design Guidelines.

Land Use	Percentage of Gross Land Area	
	Minimum	Maximum
Residential Uses	30%	75%
Civic/Institutional Uses	15%	50%
Commercial/Retail, Light Industrial or Office Uses	15%	50%

- 2. This district provides for a diversity of housing types. Each CMU development shall include at least one housing option, including apartments, single-family residences, or townhomes.

f. One-family detached dwellings on large lots (See AR, RS-180 and RS-150, standards)
g. One-family detached dwellings on mid-size lots (See RS-60 standards)
h. One-family detached dwellings on small lots (See RS-50 INF* standards)
i. Townhouses (See RS-TH INF* and RM-8 standards)
j. Multifamily (see RM-12 and RM-24 standards above)

\*Infill District map boundaries only.

**C. Lot Development Standards**

Project Area Standard	Off Internal Streets or Private Driveways
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Minimum Site Area	Minimum Road Frontage	Max. Height	Min. Front Setback	Min. Side Setback	Min. Rear Setback
5 acres	40 ft./lot	45 ft.	5-15 ft.	10-20 t.	25-40 ft.

Building setbacks adjacent to a classified Arterial or Collector (Principal, Major, Minor) shall be fifty (50) feet.

This Minimum Lot Area shall not be reduced by a Variance. If property was zoned (RM-12) General Residence, 3,600 Sq. Ft. District at the time of adoption of the City of Lawrenceville Zoning Ordinance 2020 (ZON-ORD 2020-9), on May 20, 2020, and property does not meet the Minimum Lot Area then the property owner may apply for a Variance.

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    - i. One tree for every 25 linear feet of strip length shall be provided. Deciduous trees shall be at least 2-inches caliper and evergreen trees shall be at least 6 feet in height at time of planting. Trees shall be a species native or suitable to this region as provided in Article 4, Buffers.
    - ii. One evergreen shrub for each 8 linear feet of strip length shall be provided. Each shrub shall be a species native or suitable to this region.
5. If landscape strips are provided within the right-of-way, they shall be a minimum of five feet in width, measured from the back of the curb and sidewalk.
6. Individual lot trees are not required on detached residential lots.

**K. Streetscape Design**

1. The location and specifications of other improvements in public right-of-ways, including street lights, bike racks, trash receptacles, benches, street trees, and landscaping, shall be as provided in accordance with the Article 6, Architectural and Design Standards and the following design criteria:
  - a. Lighting
    - i. A unified lighting plan must be submitted with the concept plan for approval by the Director to be in accordance with Article 6, Architectural and Design Standards, and other sections as applicable. Such lighting provides adequate vehicular and pedestrian vi

and security of on-site areas such as building entrances, parking, service delivery, and pedestrian walkways. Light fixtures shall include glare shields to limit direct rays onto adjacent residential properties. Such a lighting plan must include typical designs for shielded light fixtures, light poles, and lighting levels that are compatible with or complement the surrounding developments.

b. Pedestrian Amenities

- i. Public gathering areas shall be designed with approximately scaled and thematic site furnishings or amenities such as decorative seating, planters, or water fountains. Site furnishings and amenities shall be located outside of the street right-of-way and be privately maintained.
- ii. Materials should be durable and variable in texture, color, and form. Plastic or petroleum-based resin materials are prohibited.

- c. Landscaping shall be separated from vehicular uses by some form of barrier such as a high back concrete curb, bollards, curb stops, or other suitable permanent alternatives.

## L. Utilities

All existing and proposed utilities located along streets in the Community Mixed-Use District, except for substations and major electric transmission lines located on separate easements, are required to be placed underground or relocated to the rear of the property so that they will be less visible from streets.

## M. Signs

Signs for buildings with an individual use or tenant shall be permitted in accordance with Article 7, Signs.

## N. Architectural Standards

1. The applicant for a building permit in the Community Mixed-Use District shall prepare and submit preliminary architectural plans and elevations of all buildings for review by the Director. The Director shall review such plans and elevations in order to determine if they conform to the City of Lawrenceville Architectural Standards and are substantially consistent with the City of Lawrenceville Zoning Ordinance.
2. Odor Scrubbing
  - a. When residential uses are located with other non-residential uses within the same building, odor-scrubbing equipment shall be required of the non-residential tenant to eliminate obnoxious odor as deemed appropriate for each use.
3. Doors and Entrances
  - a. Buildings must have a primary entrance door facing a public sidewalk. Entrances at building corners may be used to satisfy this requirement.
  - b. Building entrances may include doors to individual shops or businesses, lobby entrances, entrances to pedestrian-oriented plazas, or courtyard entrances to a cluster of shops or businesses.

## O. Outdoor Operations

1. All uses and operations except off-street parking, off-street loading and delivery, and walk-up customer service windows shall be conducted completely within enclosed buildings, except as follows:
  - a. Outdoor seating for restaurants shall be subject to the supplemental use regulations of Article 2, Section 200.3.50, Outdoor Seating and be located outside of the street right-of-way.

b. Outdoor display or sales of merchandise shall be subject to the supplemental use regulations of Article 2, Section 200.3.49 Outdoor sales, or display and be located outside of the street right-of-way.

**P. Property Owners Association**

- 1. Common areas, stormwater management facilities, and floodplain and wetland areas shall be owned in fee simple by a mandatory property owners association or approved entity. The developer shall record the deed to the common area prior to, or concurrent with, the recording of the first final subdivision plat.
- 2. The property owners association or other approved entity shall be responsible for the continuous maintenance and protection of buffers, common areas, and recreation areas established pursuant to this Section.
- 3. At a minimum, the property owners association’s bylaws or covenants shall contain the following provisions:
  - a. Governance of the association by the Georgia Property’s Association Act (OCGA Section 44-3-220 et seq.) or a successor to that Act that grants lien rights to the association for maintenance expenses and tax obligations.
  - b. Responsibility for maintenance of the open space or common area.
  - c. Responsibility for insurance and taxes.
  - d. Automatic compulsory membership of all lot purchasers and their successors and compulsory assessments.
  - e. Conditions and timing of transferring control of the association from the developer to the lot owners.
  - f. Guarantee that the association will not be dissolved without the advance approval of the City Council.

**Q. Application Process**

- 1. The Community Mixed-Use rezoning process shall follow the process for rezoning as prescribed in Article 9, Section 907, Rezoning Application Public Hearing Procedures with the following modifications:
  - a. All such rezoning applications shall be accompanied by a Zoning Exhibit for review and approval by the Director of Planning and Development. The Zoning Exhibit shall provide all information necessary to demonstrate that it achieves the criteria 1 through 6 (see below) as applicable.
  - b. If the rezoning application is approved by the City Council, then such rezoning shall be conditioned on the applicant’s substantial conformity with the Zoning Exhibit, including any modifications or conditions approved by the City Council pursuant to its deliberations on the application.
  - c. Zoning Exhibit approval shall not constitute entitlement to permits.
  - d. Each applicant for the mixed-use district shall provide evidence of the unified control of the entire parcel. During the development process, more than one owner may participate in the development of the approved plan so long as each parcel of land remains subject to all of the terms and conditions of the Zoning Exhibit approved for the property as a whole.

**R. Zoning Exhibit**

- 1. As part of the application for rezoning, an exhibit shall be submitted that includes the following information:



- a. A location map showing the boundaries of the property with the current zoning of the property, as well as zoning on adjacent properties.
- b. A plan showing applicable details, to include lots, streets and right-of-ways, setback lines, dwelling sizes, off-street parking, on-street parking, street trees, sidewalks, multi-use trails, stormwater management facility areas, floodplain and wetlands, topography, and common space.
- c. Specifications, calculations, and applicable percentages for common area, density calculations, lot sizes, land use, gross and net acreage, dwelling units, and parking.
- d. Color elevations of front, sides, and rear of all typical units, including proposed building materials, building heights and any other structures.
- e. Other architectural and engineering data necessary to demonstrate conformity with applicable standards of the district and with the Article 6, Architectural and Design Standards.
- f. Conceptual Signage Plan.

**S. Phasing Plan**

A phasing plan shall be submitted with the Concept Plan and approved by the Director unless the entire development is to be completed at one time. Such phasing plan shall describe and illustrate in a written and graphic format the incremental implementation of the Mixed-Use development over a number of years, including the sequence, timing, and responsibility for construction of each building, support facilities, infrastructure, and utilities. The revision of the phasing plan is permitted and must be approved by the Director of Planning and Development prior to each construction phase.

**T. Concept Plan**

A concept plan must be submitted and approved by the Director after the rezoning process and prior to submittal of an application for a Development Permit. The purpose of the Concept Plan review is to ensure the soundness of the proposed development, compatibility with the surrounding area and compliance with zoning conditions. The Concept Plan shall be developed in substantial conformance with the Zoning Exhibit approved by the City Council, along with any conditions added thereto by the City Council, according to the plan and plat guidelines listed in the Development Regulations.

**U. Building Plans**

Prior to issuance of a building permit for any occupied structure to be located within the Community Mixed-Use District, the builder shall provide architectural plans and elevations at a scale no smaller than 1/8"=1'-0" that demonstrate compliance with the requirements of the Architectural Design Standards. The Director shall have the authority to review and approve the building plans for conformity with the requirements of this article and Article 6, Architectural and Design Standards.

**V. Other Requirements**

The applicant shall adhere to all other applicable requirements of this Ordinance and other applicable requirements of the City of Lawrenceville. In any case where the standards and requirements of this district conflicts with other provisions of the City of Lawrenceville Code of Ordinances, the requirements of this district shall govern.

**PLANNING AND DEVELOPMENT DEPARTMENT**

**LOCAL CODE AMENDMENT FORM  
INSTRUCTION SHEET**

1. Please use a separate form for each proposed local code amendment.
2. “Sheet 1 of \_\_\_\_\_” indicates the number of sheets for each individual proposed code amendment, not the number of sheets for all the amendments submitted. If all of the amendment or ordinance section will not fit in the space provided on form, please submit remaining parts on additional sheet.
3. Identify the code and code section that is the subject of the proposed local amendment.
4. The local government official’s name, address, telephone, fax and email address must be filled out completely.
5. Be sure to indicate the type of recommended action in the space referred to as “Check One”.
6. If the proposed amendment revises the language of the code section, deletes the entire code section, or deletes the entire code section and offers substitute language, include the language of the present code section and line through the language to be deleted and underline the language of the proposed amendment..
7. All proposed local code amendments must be typed and completed in full and the original submitted to the Director of Planning and Development for review and approval. An incomplete form will be sent back to the proponent for completion.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

**Item:** An Ordinance to Amend the City of Lawrenceville’s Zoning Ordinance, Article 6 Architectural and Design Standards, Section 600

**Department:** Planning and Development

**Date of Meeting:** Wednesday, October 9, 2024

**Fiscal Impact:** N/A

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

**Action Requested:** Discuss the ordinance amendment to Article 6 and move to the Regular Meeting for Public Hearing

**Planning and Development**

**Recommendation:** **Approval**

**Planning Commission Recommendation:** **To be provided at the Work Session meeting**

**Summary:** An ordinance to amend the City of Lawrenceville Zoning Ordinance, Article 6, Architectural and Design Standards, Section 600. Purpose and intent to include references to the RS-50 INF – One-Family Infill Residential District and RS-TH INF – Townhouse-Family Residential District, and subject to the review and approval of building design, architectural materials, and color selection to the Director of the Planning and Development Department.

**Attachments/Exhibits:**

- ZON ORD\_ART 6\_SEC 600\_FNL DRFT\_09202024

# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

## LOCAL CODE AMENDMENT FORM (For Local Government Use Only)

Item #: 1	(For P&D use only)	Page:	1	of	5
Local Government:	City of Lawrenceville	Date:	Friday <del>Wednesday</del> , September 20 July 10, 2024		
Official's Name and Title:	Todd Hargrave, Director Planning and Development Department	Address:	70 South Clayton Street Lawrenceville, Georgia 30046		
Email:	<a href="mailto:thargrave@lawrencevillega.org">thargrave@lawrencevillega.org</a>	Phone:	678.407.6563		
Title of Code Book:	City of Lawrenceville, Zoning Ordinance, Fifth Edition	Code Section:	Article 6 Architectural and Design Standards, Sec. 600. Purpose and Intent		
CHECK ONE:	<input checked="" type="checkbox"/> Revise section to read as follows:	<input type="checkbox"/>	Add new section and renumber remaining sections in consecutive as follows:		
	<input type="checkbox"/> Delete section and substitute the following:	<input type="checkbox"/>	Delete without substitution:		
<del>LINE THROUGH MATERIAL TO BE DELETED:</del>		<u>UNDERLINE MATERIAL TO BE ADDED</u>			

ZON ORD\_ART 6\_SEC 600\_FNL DRFT\_09202024



Code section with strike through and underline:

600. Purpose and Intent

The purpose and intent of this article is to provide the minimum design standards for residential and non-residential development in the city. Specific standards listed in Article 1 for specific zoning districts such as RM-12, RM-24, RS-50 INF, RS-TH INF and ~~RM-8M-8~~ shall apply.

The Design Standards are created to:

1. Enhance the City’s historic and future role as the civic and economic center of Lawrenceville and as a symbol of Gwinnett County.
2. Establish a logical framework for development.
3. Improve the aesthetics of street and built environments.
4. Create an environment where people can live, work, meet and play.
5. Encourage a balanced mix of retail, professional, residential, civic, entertainment, and cultural uses.
6. Enhance the efficient utilization of parking facilities by encouraging shared parking and alternative modes of transportation.
7. Promote pedestrian safety by ensuring sidewalk-oriented buildings along attractive street-facing facades that foster pedestrian activity and liveliness.
8. Provide accessible and sufficient parking in an unobtrusive manner.
9. Enhance Lawrenceville’s historic quality by ensuring that new and rehabbed buildings are compatible with the character of surrounding buildings.
10. Provide safe and accessible parks and plazas.

All development and building permits for lots located within the City limits contained in this article shall meet all ~~of~~ the requirements of the base zoning district in which it is located; all conditions of rezoning or special use permit approvals; and shall also meet the requirements herein.

Building designs, architectural materials or color selection shall be subject to review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit. The Director may deny alternate proposals; which are deemed to be inconsistent with the ~~se~~ minimum architectural and design standards. Alternate proposals denied by the Director, may be submitted for review and approval of the Board of Appeals.

In any case that conditions of approval for a rezoning or special use permit are approved by the City Council and conflict with the provisions of this article, the approved conditions shall take precedence.

If changes to these regulations are requested, the following shall be submitted to the Planning and Development Director for review and approval:

- A.** The builder should bring front, side, and rear elevation drawings along with floor plan and examples of alternative materials to be used.
- B.** Plans should show quality, durable materials on [the](#) exterior and interior of [the](#) home. Hardwood floors, hard surface countertops, and upgraded appliance packages are encouraged, as are sustainable materials.

Complete ordinance section containing local amendment:

600. Purpose and Intent

The purpose and intent of this article is to provide the minimum design standards for residential and non-residential development in the city. Specific standards listed in Article 1 for specific zoning districts such as RM-12, RM-24, RS-50 INF, RS-TH INF and RM-8 shall apply.

The Design Standards are created to:

1. Enhance the City’s historic and future role as the civic and economic center of Lawrenceville and as a symbol of Gwinnett County.
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All development and building permits for lots located within the City limits contained in this article shall meet all the requirements of the base zoning district in which it is located; all conditions of rezoning or special use permit approvals; and shall also meet the requirements herein.

Building designs, architectural materials or color selection shall be subject to review and approval of the Director of Planning and Development, or designee, prior to the issuance of a Building Permit. The Director may deny alternate proposals which are deemed to be inconsistent with the minimum architectural and design standards. Alternate proposals denied by the Director, may be submitted for review and approval of the Board of Appeals.

In any case that conditions of approval for a rezoning or special use permit are approved by the City Council and conflict with the provisions of this article, the approved conditions shall take precedence.

ZON ORD\_ART 6\_SEC 600\_FNL DRFT\_09202024

If changes to these regulations are requested, the following shall be submitted to the Planning and Development Director for review and approval:

- C.** The builder should bring front, side, and rear elevation drawings along with floor plan and examples of alternative materials to be used.
- D.** Plans should show quality, durable materials on the exterior and interior of the home. Hardwood floors, hard surface countertops, and upgraded appliance packages are encouraged, as are sustainable materials.

## PLANNING AND DEVELOPMENT DEPARTMENT

### LOCAL CODE AMENDMENT FORM INSTRUCTION SHEET

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7. All proposed local code amendments must be typed and completed in full and the original submitted to the Director of Planning and Development for review and approval. An incomplete form will be sent back to the proponent for completion.





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

**Item:** An Ordinance to Amend the City of Lawrenceville’s Zoning Ordinance, Article 1 Districts, by Revising Section 103.2 Use Table

**Department:** Planning and Development

**Date of Meeting:** Wednesday, October 9, 2024

**Fiscal Impact:** N/A

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

**Action Requested:** Discuss the ordinance amendment to Article 1 and move to the Regular Meeting for Public Hearing

**Planning and Development**

**Recommendation:** **Approval**

**Planning**

**Commission**

**Recommendation:** **To be provided at the Work Session meeting**

**Summary:** An ordinance to amend the City of Lawrenceville Zoning Ordinance, Article 1 Districts, by revising Section 103.2 Use Table to include references to RS-50 INF – One-Family Infill Residential District and RS-TH INF – Townhouse-Family Residential District.

**Attachments/Exhibits:**

- ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

## LOCAL CODE AMENDMENT FORM (For Local Government Use Only)

Item #: 1	(For P&D use only)	Page:	1	of	37
Local Government:	City of Lawrenceville	Date:	Friday, September 20, 2024		
Official's Name and Title:	Todd Hargrave, Director Planning and Development Department	Address:	70 South Clayton Street Lawrenceville, Georgia 30046		
Email:	<a href="mailto:thargrave@lawrencevillega.org">thargrave@lawrencevillega.org</a>	Phone:	678.407.6563		
Title of Code Book:	City of Lawrenceville, Zoning Ordinance, Fifth Edition	Code Section:	ARTICLE 1 DISTRICTS, SEC. 103.2 USE TABLE		
CHECK ONE:	<input checked="" type="checkbox"/> Revise section to read as follows:	<input type="checkbox"/>	Add new section and renumber remaining sections in consecutive as follows:		
	<input type="checkbox"/> Delete section and substitute the following:	<input type="checkbox"/>	Delete without substitution:		
<del>LINE THROUGH MATERIAL TO BE DELETED:</del>		<u>UNDERLINE MATERIAL TO BE ADDED</u>			

Code section with strike through and underline:

See attached document titled ZON ORD\_ART 1 SEC 103.2\_RDLNS\_09092024

Complete ordinance section containing local amendment:

See attached document titled ZON ORD\_ART 1 SEC 103.2\_CLN\_09092024

**103.2 USE TABLE** <sup>1, 2, 5</sup>

The uses set forth in the table below shall be permitted only as listed within each zoning district and only in the manner for which is listed. The Director of the Planning and Development Department shall have the authority to make interpretations and determinations of the Zoning Ordinance and Zoning Map in order to carry out the intent and purpose of this Zoning Ordinance.

**P** - Permitted

**S** - Special Use Permit required

**Blank** - Prohibited

**SAR √** - Article 2 Supplemental or Accessory Use Standards

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM	
Accessory Building and Structure	√	P	P	P	P	P													
Acupuncture, Holistic Medicine												S	P	P		P			
Adult Entertainment	√																		P
Agriculture (crop or animal production)	√	P																	
Aircraft Factory																			P
Aircraft Hangar and Maintenance																	P		P
Aircraft Landing Field, Heliport, Helipad														S		S	S		P
Ambulance or Medical Transport Company														S		S	P		P
Animal Hospital or Veterinary Clinic	√	S										S	S	P		P	P		P
Antique Shop												P		P	P	P	S		

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

	Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
	Art and School Supply Store												P		P	P	P	S	
	Art Gallery												P		P	P	P		
	Asphalt Plant																		S
	Auction House												S		S	S	P	P	P
	Automatic Teller Machine, Attached												P	P	P	P	P	P	P
	Automatic Teller Machine-Freestanding	√											P		P	P	P		
	Automobile Accessories Sales and Installation														S		S	P	P
	Automobile Body Repair, Painting or Rebuilding	√													S		S	P	P
	Automobile Manufacturing Plant																		P
	Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)	√													S		S	S	P
	Automobile Parts Store (with installation)														S		S	P	P
	Automobile Parts Store (without installation)														P		P	P	P
	Automobile Repair and Maintenance	√													S		S	P	P
	Automobile Sales or Auction and Related Service (outdoor sales) Including Autobroker	√													S		S	S	P

ZON ORD ART 1 DIST SEC 103.2 FNL DRFT 09202024



Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Automobile Sales or Auction and Related Services (indoor only) Including Autobroker	√																P	P
Automobile Wash (Carwash)	√													S		S	P	P
Bail Bonding	√													S		S		
Bakery (Industrial)	√																P	P
Bakery (Retail)												P		P	P	P		
Bank or Financial Services Institution												P	P	P	P	P	P	
Bed and Breakfast Inn	√	S	S	S											S			
Beverage Bottling Plant																	P	P
Bicycle Shop												P		P	P	P	P	P
Boat and Marine Equipment Sales and Service														S		S	S	S
Body Art Studios	√															P		
Book, Music and Media Store												P		P	P	P	S	
Bowling Alley (accessory use)												P		P	P	P	S	
Bowling Alley (principle use)												S		P	S	P	S	
Brewery, Craft												S		S	S	P	P	P
Brewery, Distillery or Winery																	S	S

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Building Materials Sales (indoors)														P		P	P	P
Building Materials Sales (outdoors)														S		S	P	P
Bulk Storage Tank																	P	P
Cabinet Shop														S			P	P
Call Center													S	P		P	P	P
Carpet and Upholstery Cleaning Service														P		P	P	P
Catering Service														P	P	P	P	P
Cement, Concrete or Masonry Plant																		S
Cemetery or Mausoleum	√	S																
Cemetery, Family	√	P	P	P														
Check Cashing, Payday Loan and Wire Transfer Facilities	√													S		S		
Chemical Plant (non-pharmaceutical)																	S	S
Child Caring Institutions (CCI)	√	S	S	S														
Clothing, Apparel and Shoe Stores												P		P	P	P	S	
Clothing, Apparel or Shoe Manufacturing																	P	P
Club, Lodge or Fraternal Organization												S	S	P	P	P	S	

ZON ORD\_ART 1 DIST\_SEC103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Cold Storage Plant																	P	P
Community Center or Cultural Facility	√	P	P	P								P	P	P	P	P	S	S
Community Garden	√	P	P	P	P	P	P	P	P	P	P	P					P	P
Community Living Arrangement (CLA)	√	S	S	S														
Composting Facility (municipal solid waste)																		S
Composting Facility (yard trimmings)	√																S	P
Consignment Shop, Clothing												P		P	P	P	S	
Consignment Shop, General												P		P		P	S	
Contractors Office, Building Construction	√													P		P	P	P
Contractors Office, Heavy/Civil	√																S	P
Contractors Office, Landscape	√													S		S	P	P
Convenience Store (with fuel pumps)														P		P		
Convenience Store (without fuel pumps)														P	S	P		
Convention Facility														P			P	P
Copy Shop and Parcel Shipping Store												P		P	P	P	P	
Corporate Training and Education Centers												P	S	P	P	P	P	P

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Crematory (principal use)																	S	P
Customary Home Occupation	√	P	P	P	P	P	P	P	P	P	P							
Data Center													P	P		P	P	P
Day Care Facility												S	S	P	P	P	S	S
Day Care Facility (family)	√	S	S	S														
Department Store, Big Box Specialty Store or Supercenter	√													S		P		
Depot / Passenger Terminal (bus or rail)														S		S	P	P
Die Casting																	P	P
Distribution Facility																	P	P
Dollar or Variety Store														S		S		
Driving Instruction/DUI School																P	P	
Drug Abuse Treatment Facility	√													S		S		
Dry Cleaning												P		P	P	P	P	
Dump, Junkyard, Salvage Yard, or Automobile Junk/Salvage Yard	√																S	S
Dwelling - Mobile or Manufactured Home			S								P							
Dwelling - Multifamily									P	P		P						

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024



	Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
	Dwelling - Single-Family Detached		P	P	P	P	P						P						
	Dwelling - Townhouse							P	P				P						
	Electronics, Cell Phone and Computer (Retail)												P		P	P	P	P	
	Emissions Inspection Station	√													P		P	P	P
	Equestrian Facility, Riding Stables or Academy	√	P																
	Estates Sales	√	P	P	P	P	P												
	Explosives Plant/Storage																	S	S
	Farmer's Market (including off-site products)		S												S	S			
	Farmer's Market (on-site products only)		P												S	S			
	Fat and Bone Rendering Plant																		S
	Feed Processing Facility																	S	P
	Fertilizer Plant																		S
	Fireworks Sales (accessory use)	√													P		P		
	Fireworks Sales (principal use)	√													S		S		
	Florist or Flower Shop												P	S	P	P	P	P	P
	Food Processing/Packaging/Canning Plant																	S	P

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Food Store, Specialty (butcher, greengrocer, bakery)												P		P	P	P	P	
Funeral Home (including accessory crematory)														S		P	P	P
Furniture or Home Furnishings Store												P		P	P	P	P	S
Garage, Rummage, Yard, and Similar Sales	√	P	P	P	P													
Garden Supply Center														S		P	P	P
Gift Shop or Greeting Card Shop												P		P	P	P		
Golf Course		S	S	S														
Golf Driving Range		S												S		S	S	S
Greenhouse or Plant Nursery (wholesale)		P															P	P
Grocery Store												P		P	P	P	S	
Hair Salon, Beauty Parlor or Barber Shop	√											P	S	P	P	P		
Handwriting Analysts and Fortune Tellers	√															P		
Hardware Store												P		P	P	P	S	
Health Club, Spa, or Fitness Center												P		P	P	P	S	S
Heavy or Farm Equipment Sales and Service																	S	P
Home Improvement Center														S		P	S	

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Hookah/Vapor Bar or Lounge	√													S	S	S		
Hospice Home													S	S		P		
Hospital														P		P	P	P
Hotel or Motel	√													S	S	P		
Human Services Ministry														P		P	P	P
Interior Decorating Shop												P		P	P	P	P	P
Janitorial and Maid Services														P		P	P	P
Jewelry Store												P		P	P	P		
Joint Living Residence	√							S					S					
Kennel or Pet Boarding, Indoor	√	P												P		P	P	P
Kennel or Pet Boarding, with Outdoor Facilities	√	S												S		S	S	S
Laboratory (medical or dental)													S	S			P	P
Landfill	√	S																S
Laundry / Dry Cleaning Plant																	P	P
Lawn Treatment Service																P	P	P
Liquid Waste Treatment/Recycling																	S	S
Livestock Sales Pavilion or Auction Facility	√	S																S

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Livestock, keeping of (for personal utility)	√	P	S	S														
Live/Work	√											P			P			
Locksmith														P		P	P	P
Machine Shop														S			P	P
Maintenance Shop (fleet vehicles)																	P	P
Manufactured Building or Mobile Home Sales	√															S	S	P
Manufacturing, General														S	S	S	P	P
Massage Therapy Businesses	√												P	P	P	P		
Medical Office or Clinic													P	P	P	P	P	P
Metal Smelting / Forging Works																		P
Motorcycle and Personal Watercraft Sales and Related Service														S		S	P	P
Motorcycle and Personal Watercraft Service and Repair														S		S	P	P
Motorcycle Parts, Accessories and Apparel Store														P		P	P	P
Movie Studio																	P	P
Movie Theater, Cineplex, or Multiplex												P		P	S	P		
Moving Company														S		P	P	P

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Museum or Library												P		P	P	P	P	P
Musical Instrument Store												P		P	P	P	P	P
Nightclub, Dance Club, or Lounge												S		S	S	P		
Nursing Home													S	P		P	S	S
Showroom Facility (accessory)														P		P	P	P
Outdoor Sales, or Display (retail)	√													S		S	S	S
Outdoor Storage (other than junk/salvage yards)	√																P	P
Paper / Pulp Mill																		S
Parking Garage or Lot (principal use)												S		P	P	P	P	P
Pawnbrokers and Secondhand Dealers	√													S		S		
Personal Care Home, Commercial													S	P	S	P		
Personal Care Home, Family	√	S	S	S														
Pest Control / Extermination Business														P		P	P	P
Pet Grooming												P		P	P	P	S	
Pet Shop or Pet Supply Store												P		P	P	P		
Petroleum Refinery / Processing Plant	√																	S

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	Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
	Pharmaceutical Manufacturing																	P	P
	Pharmacy or Drug Store												P		P	P	P		
	Photo Processing Plant																	P	P
	Place of Worship	√	S	S	S								S	P	P	P	P	S	S
	Plastics Extrusion																	P	P
	Plumbing Equipment Dealer	√													S		S	P	P
	Pool or Billiards Halls												S		S		S		
	Poultry / Meat Processing Plant																		S
	Precious Metal Dealers	√											P		P	P	P		
	Printing, Bookbinding or Publishing Plant														S			P	P
	Quarry, Mining, Borrow Pit	√																S	S
	Radio and Television Station or Studio														P		P	P	P
	Railroad Repair or Storage Yard																	S	P
	Recording / Rehearsal Studio														P	S	P	P	P
	Recovered Materials Processing Facility	√																S	P
	Recreation and Entertainment Facility (indoor)														P	P	P	P	S

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Recreation and Entertainment Facility (outdoor)														S		S	S	S
Recreational Vehicle Park or Campground		S																
Recreational Vehicle Rental, Sales and Service														S		S	S	P
Rental, Automobile														P		P	P	P
Rental, Consumer and Commercial														S		S	P	P
Rental, Industrial																	S	P
Repair Shop, Electronics and Small Appliance														P		P	P	P
Repair Shop, Major Appliance														S		P	P	P
Repair Shop, Shoe and Leather														P	P	P	P	P
Research or Testing Facility (indoor)														S			P	P
Research or Testing Facility (outdoor)																	S	S
Restaurant (coffee shop, doughnut shop, or ice cream parlor)												P		P	P	P	S	
Restaurant (drive-in or drive-thru fast food)														P		P		
Restaurant (full service)												P		P	P	P	S	S
Retirement Community - Continuing Care	√									P		P	S					

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	Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
	Retirement Community - Independent Living	√								P	P		P	S					
	Sawmills and Logging		S															S	P
	School or College, Business													S	P		P	P	P
	School, Montessori													P	P	P	P	P	S
	School, Private (College or University)		S											P	P	P	P	P	P
	School, Private (Primary and Secondary)	√	S											P	P	P	P	P	P
	School, Trade or Vocational														S		P	P	P
	Scrap Tire Processing, Grinding or Retreading																	S	S
	Self-Storage or Mini-Warehouse Facility	√													S		P	P	P
	Septic Tank Pumping Company																	S	P
	Shelter, Homeless														S		S	S	S
	Shooting or Archery Range, and similar outdoor recreation		S												S		S	S	S
	Shooting Ranges, Indoor														S	S	S	P	P
	Sign Shop (General Fabrication)														S			P	P
	Sign Shop (Graphic Printing, Screen Printing)														P	P		P	P

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	Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
	Smoke or Novelty Shop														S		S		
	Soft Drink Bottling / Distribution Plant																	P	P
	Solid Waste Transfer Station																		S
	Special Events Facility	√													S	S	S		
	Sporting Goods Store												P		P	P	P		
	Sports Training Facility (indoor)														P		P	P	P
	Sports Training Facility (outdoor)														S		S	P	P
	Stadium, Concert Hall or Amphitheater												S		P	S	S	S	S
	Stone Yard or Stone Cutting																	P	P
	Studio, Art												P	P	P	P	P	P	P
	Studio, Dance or Martial Arts												P	S	P	P	P	P	P
	Studio, Photography												P	S	P	P	P	P	P
	Swimming Pool Sales Facility														P		P	P	P
	Swimming Pool Supply Store														P		P	P	P
	Tailor, Dressmaker, Sewing Shop												P		P	P	P	P	P
	Tall Structures	√													S	S	S	S	S
	Tanning Salon												P		P	P	P		

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Taxi or Limousine Service	√														S	S	P	P
Taxidermist														P		S	P	P
Temporary Outdoor Activity	√													P	P	P		
Textile or Carpeting Factory																	P	P
Thrift Store or Used Merchandise Sales														P		P	P	P
Title Loan Lender	√													S		S		
Towing / Wrecker Service and Impound Lot																	S	S
Toy Store, Hobby Shop or Game Store												P		P	P	P		
Travel Agency												P	P	P	P	P		
Tree Service																	P	P
Truck Sales, Leasing and/or Service, Heavy	√															S	P	P
Truck Terminal or Intermodal Terminal																	S	P
Trucking and Hauling (dirt, gravel, sand, etc.) incl. stockpiling)																	S	P
Tutoring and Learning Centers												P	S	P	P	P		
Upholstery Shop														P		S	P	P
Urgent Care Facility														P		P		
Waste Incineration Facility																		S

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8 RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Welding Shop														S			P	P
Wholesale Membership Club														P		P	S	S
Wholesaling and Warehousing (retail accessory only)																	P	P
Wood Chipping and Shredding	√																S	P

**APPENDIX – LIST OF AMENDMENTS**

- 1 ZON-ORD 2020-9\_An Ordinance amending the City of Lawrenceville Zoning Ordinance known, cited, and referred to as “2005 Lawrenceville Zoning Ordinance”, and any amendments thereto by replacing the above indicated ordinance and code sections with a new zoning ordinance entitled "City of Lawrenceville Zoning Ordinance 2020”, dated May 20, 2020.
- 2 ZON-ORD-2020-22\_An Ordinance to amend Article 1, Districts, Section 102.5 RM-8 Townhouse Residential District; Section 102.6 RM-12 Multifamily Residential District; Section 102.7 RM-24 Multifamily Residential District; Section 102.9 CMU Community Mixed-Use District; To regulate Minimum Lot Area requirements and exemptions for the multifamily zoning classifications; Section 103.2 Use Table to regulate minimum requirements for Retirement Community, Continuing Care; and Retirement Community, Independent Living; and Tall Structures; Article 2, Supplementary Regulations, Section 200.3 Supplemental Use Standards to regulate minimum requirements for Retirement Community, Continuing Care; Retirement Community, Independent Living; and Tall Structures of the City of Lawrenceville Zoning Ordinance 2020, dated September 28, 2020.
- 5 ZON-ORD 2023-20\_An Ordinance to Amend Article 1, Districts, Section 103.2 Use Table; Article 2 Supplemental and Accessory Use Standards; and Article 10 Definitions of the City of Lawrenceville Zoning Ordinance 2020, dated October 23, 2023.

ZON CRD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

## LOCAL CODE AMENDMENT FORM (For Local Government Use Only)

Item #: 1	(For P&D use only)	Page:	1	of	36
Local Government:	City of Lawrenceville	Date:	Tuesday, September 17, 2024		
Official's Name and Title:	Todd Hargrave, Director Planning and Development Department	Address:	70 South Clayton Street Lawrenceville, Georgia 30046		
Email:	<a href="mailto:thargrave@lawrencevillega.org">thargrave@lawrencevillega.org</a>	Phone:	678.407.6563		
Title of Code Book:	City of Lawrenceville, Zoning Ordinance, Fifth Edition	Code Section:	ARTICLE 1 DISTRICTS, SEC. 103.2 USE TABLE		
CHECK ONE:	<input checked="" type="checkbox"/> Revise section to read as follows:	<input type="checkbox"/>	Add new section and renumber remaining sections in consecutive as follows:		
	<input type="checkbox"/> Delete section and substitute the following:	<input type="checkbox"/>	Delete without substitution:		
<del>LINE THROUGH MATERIAL TO BE DELETED:</del>		<u>UNDERLINE MATERIAL TO BE ADDED</u>			

Code section with strike through and underline:  
  
See attached document titled ZON ORD\_ART 1 SEC 103.2\_RDLNS\_09092024

Complete ordinance section containing local amendment:  
  
See attached document titled ZON ORD\_ART 1 SEC 103.2\_CLN\_09092024

**103.2 USE TABLE** <sup>1, 2, 5</sup>

The uses set forth in the table below shall be permitted only as listed within each zoning district and only in the manner for which is listed. The Director of the Planning and Development Department shall have the authority to make interpretations and determinations of the Zoning Ordinance and Zoning Map in order to carry out the intent and purpose of this Zoning Ordinance.

**P** - Permitted

**S** - Special Use Permit required

**Blank** - Prohibited

**SAR √** - Article 2 Supplemental or Accessory Use Standards

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Accessory Building and Structure	√	P	P	P	P	P												
Acupuncture, Holistic Medicine												S	P	P		P		
Adult Entertainment	√																	P
Agriculture (crop or animal production)	√	P																
Aircraft Factory																		P
Aircraft Hangar and Maintenance																	P	P
Aircraft Landing Field, Heliport, Helipad														S		S	S	P
Ambulance or Medical Transport Company														S		S	P	P
Animal Hospital or Veterinary Clinic	√	S										S	S	P		P	P	P
Antique Shop												P		P	P	P	S	

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Art and School Supply Store												P		P	P	P	S	
Art Gallery												P		P	P	P		
Asphalt Plant																		S
Auction House												S		S	S	P	P	P
Automatic Teller Machine, Attached												P	P	P	P	P	P	P
Automatic Teller Machine-Freestanding	√											P		P	P	P		
Automobile Accessories Sales and Installation														S		S	P	P
Automobile Body Repair, Painting or Rebuilding	√													S		S	P	P
Automobile Manufacturing Plant																		P
Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)	√													S		S	S	P
Automobile Parts Store (with installation)														S		S	P	P
Automobile Parts Store (without installation)														P		P	P	P
Automobile Repair and Maintenance	√													S		S	P	P
Automobile Sales or Auction and Related Service (outdoor sales) Including Autobroker	√													S		S	S	P

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Automobile Sales or Auction and Related Services (indoor only) Including Autobroker	√																P	P
Automobile Wash (Carwash)	√													S		S	P	P
Bail Bonding	√													S		S		
Bakery (Industrial)	√																P	P
Bakery (Retail)												P		P	P	P		
Bank or Financial Services Institution												P	P	P	P	P	P	
Bed and Breakfast Inn	√	S	S	S											S			
Beverage Bottling Plant																	P	P
Bicycle Shop												P		P	P	P	P	P
Boat and Marine Equipment Sales and Service														S		S	S	S
Body Art Studios	√															P		
Book, Music and Media Store												P		P	P	P	S	
Bowling Alley (accessory use)												P		P	P	P	S	
Bowling Alley (principle use)												S		P	S	P	S	
Brewery, Craft												S		S	S	P	P	P
Brewery, Distillery or Winery																	S	S

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Building Materials Sales (indoors)														P		P	P	P
Building Materials Sales (outdoors)														S		S	P	P
Bulk Storage Tank																	P	P
Cabinet Shop														S			P	P
Call Center													S	P		P	P	P
Carpet and Upholstery Cleaning Service														P		P	P	P
Catering Service														P	P	P	P	P
Cement, Concrete or Masonry Plant																		S
Cemetery or Mausoleum	√	S																
Cemetery, Family	√	P	P	P														
Check Cashing, Payday Loan and Wire Transfer Facilities	√													S		S		
Chemical Plant (non-pharmaceutical)																	S	S
Child Caring Institutions (CCI)	√	S	S	S														
Clothing, Apparel and Shoe Stores												P		P	P	P	S	
Clothing, Apparel or Shoe Manufacturing																	P	P
Club, Lodge or Fraternal Organization												S	S	P	P	P	S	

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Cold Storage Plant																	P	P
Community Center or Cultural Facility	√	P	P	P								P	P	P	P	P	S	S
Community Garden	√	P	P	P	P	P	P	P	P	P	P	P					P	P
Community Living Arrangement (CLA)	√	S	S	S														
Composting Facility (municipal solid waste)																		S
Composting Facility (yard trimmings)	√																S	P
Consignment Shop, Clothing												P		P	P	P	S	
Consignment Shop, General												P		P		P	S	
Contractors Office, Building Construction	√													P		P	P	P
Contractors Office, Heavy/Civil	√																S	P
Contractors Office, Landscape	√													S		S	P	P
Convenience Store (with fuel pumps)														P		P		
Convenience Store (without fuel pumps)														P	S	P		
Convention Facility														P			P	P
Copy Shop and Parcel Shipping Store												P		P	P	P	P	
Corporate Training and Education Centers												P	S	P	P	P	P	P

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Crematory (principal use)																	S	P
Customary Home Occupation	√	P	P	P	P	P	P	P	P	P	P							
Data Center													P	P		P	P	P
Day Care Facility												S	S	P	P	P	S	S
Day Care Facility (family)	√	S	S	S														
Department Store, Big Box Specialty Store or Supercenter	√													S		P		
Depot / Passenger Terminal (bus or rail)														S		S	P	P
Die Casting																	P	P
Distribution Facility																	P	P
Dollar or Variety Store														S		S		
Driving Instruction/DUI School														P		P		
Drug Abuse Treatment Facility	√													S		S		
Dry Cleaning												P		P	P	P	P	
Dump, Junkyard, Salvage Yard, or Automobile Junk/Salvage Yard	√																S	S
Dwelling - Mobile or Manufactured Home		S									P							
Dwelling - Multifamily									P	P		P						

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Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Dwelling - Single-Family Detached		P	P	P	P	P						P						
Dwelling - Townhouse							P	P				P						
Electronics, Cell Phone and Computer (Retail)												P		P	P	P	P	
Emissions Inspection Station	√													P		P	P	P
Equestrian Facility, Riding Stables or Academy	√	P																
Estates Sales	√	P	P	P	P	P												
Explosives Plant/Storage																	S	S
Farmer's Market (including off-site products)		S												S	S			
Farmer's Market (on-site products only)		P												S	S			
Fat and Bone Rendering Plant																		S
Feed Processing Facility																	S	P
Fertilizer Plant																		S
Fireworks Sales (accessory use)	√													P		P		
Fireworks Sales (principal use)	√													S		S		
Florist or Flower Shop												P	S	P	P	P	P	P
Food Processing/Packaging/Canning Plant																	S	P

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Food Store, Specialty (butcher, greengrocer, bakery)												P		P	P	P	P	
Funeral Home (including accessory crematory)														S		P	P	P
Furniture or Home Furnishings Store												P		P	P	P	P	S
Garage, Rummage, Yard, and Similar Sales	√	P	P	P	P													
Garden Supply Center														S		P	P	P
Gift Shop or Greeting Card Shop												P		P	P	P		
Golf Course		S	S	S														
Golf Driving Range		S												S		S	S	S
Greenhouse or Plant Nursery (wholesale)		P															P	P
Grocery Store												P		P	P	P	S	
Hair Salon, Beauty Parlor or Barber Shop	√											P	S	P	P	P		
Handwriting Analysts and Fortune Tellers	√															P		
Hardware Store												P		P	P	P	S	
Health Club, Spa, or Fitness Center												P		P	P	P	S	S
Heavy or Farm Equipment Sales and Service																	S	P
Home Improvement Center														S		P	S	

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Hookah/Vapor Bar or Lounge	√													S	S	S		
Hospice Home													S	S		P		
Hospital														P		P	P	P
Hotel or Motel	√													S	S	P		
Human Services Ministry														P		P	P	P
Interior Decorating Shop												P		P	P	P	P	P
Janitorial and Maid Services														P		P	P	P
Jewelry Store												P		P	P	P		
Joint Living Residence	√							S					S					
Kennel or Pet Boarding, Indoor	√	P												P		P	P	P
Kennel or Pet Boarding, with Outdoor Facilities	√	S												S		S	S	S
Laboratory (medical or dental)													S	S			P	P
Landfill	√	S																S
Laundry / Dry Cleaning Plant																	P	P
Lawn Treatment Service																P	P	P
Liquid Waste Treatment/Recycling																	S	S
Livestock Sales Pavilion or Auction Facility	√	S																S

ZON ORD ART 1 DIST SEC 103.2 FNL DRFT 09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Livestock, keeping of (for personal utility)	√	P	S	S														
Live/Work	√											P			P			
Locksmith														P		P	P	P
Machine Shop														S			P	P
Maintenance Shop (fleet vehicles)																	P	P
Manufactured Building or Mobile Home Sales	√															S	S	P
Manufacturing, General														S	S	S	P	P
Massage Therapy Businesses	√												P	P	P	P		
Medical Office or Clinic													P	P	P	P	P	P
Metal Smelting / Forging Works																		P
Motorcycle and Personal Watercraft Sales and Related Service														S		S	P	P
Motorcycle and Personal Watercraft Service and Repair														S		S	P	P
Motorcycle Parts, Accessories and Apparel Store														P		P	P	P
Movie Studio																	P	P
Movie Theater, Cineplex, or Multiplex												P		P	S	P		
Moving Company														S		P	P	P

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Museum or Library												P		P	P	P	P	P
Musical Instrument Store												P		P	P	P	P	P
Nightclub, Dance Club, or Lounge												S		S	S	P		
Nursing Home													S	P		P	S	S
Showroom Facility (accessory)														P		P	P	P
Outdoor Sales, or Display (retail)	√													S		S	S	S
Outdoor Storage (other than junk/salvage yards)	√																P	P
Paper / Pulp Mill																		S
Parking Garage or Lot (principal use)												S		P	P	P	P	P
Pawnbrokers and Secondhand Dealers	√													S		S		
Personal Care Home, Commercial													S	P	S	P		
Personal Care Home, Family	√	S	S	S														
Pest Control / Extermination Business														P		P	P	P
Pet Grooming												P		P	P	P	S	
Pet Shop or Pet Supply Store												P		P	P	P		
Petroleum Refinery / Processing Plant	√																	S

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024



Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Pharmaceutical Manufacturing																	P	P
Pharmacy or Drug Store												P		P	P	P		
Photo Processing Plant																	P	P
Place of Worship	√	S	S	S								S	P	P	P	P	S	S
Plastics Extrusion																	P	P
Plumbing Equipment Dealer	√													S		S	P	P
Pool or Billiards Halls												S		S		S		
Poultry / Meat Processing Plant																		S
Precious Metal Dealers	√											P		P	P	P		
Printing, Bookbinding or Publishing Plant														S			P	P
Quarry, Mining, Borrow Pit	√																S	S
Radio and Television Station or Studio														P		P	P	P
Railroad Repair or Storage Yard																	S	P
Recording / Rehearsal Studio														P	S	P	P	P
Recovered Materials Processing Facility	√																S	P
Recreation and Entertainment Facility (indoor)														P	P	P	P	S

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Recreation and Entertainment Facility (outdoor)														S		S	S	S
Recreational Vehicle Park or Campground		S																
Recreational Vehicle Rental, Sales and Service														S		S	S	P
Rental, Automobile														P		P	P	P
Rental, Consumer and Commercial														S		S	P	P
Rental, Industrial																	S	P
Repair Shop, Electronics and Small Appliance														P		P	P	P
Repair Shop, Major Appliance														S		P	P	P
Repair Shop, Shoe and Leather														P	P	P	P	P
Research or Testing Facility (indoor)														S			P	P
Research or Testing Facility (outdoor)																	S	S
Restaurant (coffee shop, doughnut shop, or ice cream parlor)												P		P	P	P	S	S
Restaurant (drive-in or drive-thru fast food)														P		P		S
Restaurant (full service)												P		P	P	P	S	S
Retirement Community - Continuing Care	√									P		P	S					

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Retirement Community - Independent Living	√								P	P		P	S					
Sawmills and Logging		S															S	P
School or College, Business													S	P		P	P	P
School, Montessori													P	P	P	P	P	S
School, Private (College or University)		S											P	P	P	P	P	P
School, Private (Primary and Secondary)	√	S											P	P	P	P	P	P
School, Trade or Vocational														S		P	P	P
Scrap Tire Processing, Grinding or Retreading																	S	S
Self-Storage or Mini-Warehouse Facility	√													S		P	P	P
Septic Tank Pumping Company																	S	P
Shelter, Homeless														S		S	S	S
Shooting or Archery Range, and similar outdoor recreation		S												S		S	S	S
Shooting Ranges, Indoor														S	S	S	P	P
Sign Shop (General Fabrication)														S			P	P
Sign Shop (Graphic Printing, Screen Printing)														P	P		P	P

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Smoke or Novelty Shop														S		S		
Soft Drink Bottling / Distribution Plant																	P	P
Solid Waste Transfer Station																		S
Special Events Facility	√													S	S	S		
Sporting Goods Store												P		P	P	P		
Sports Training Facility (indoor)														P		P	P	P
Sports Training Facility (outdoor)														S		S	P	P
Stadium, Concert Hall or Amphitheater												S		P	S	S	S	S
Stone Yard or Stone Cutting																	P	P
Studio, Art												P	P	P	P	P	P	P
Studio, Dance or Martial Arts												P	S	P	P	P	P	P
Studio, Photography												P	S	P	P	P	P	P
Swimming Pool Sales Facility														P		P	P	P
Swimming Pool Supply Store														P		P	P	P
Tailor, Dressmaker, Sewing Shop												P		P	P	P	P	P
Tall Structures	√													S	S	S	S	S
Tanning Salon												P		P	P	P		

ZON ORD\_ART 1 DIST\_SEC 103.2 FNL DRFT\_09202024

Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Taxi or Limousine Service	√													S		S	P	P
Taxidermist														P		S	P	P
Temporary Outdoor Activity	√													P	P	P		
Textile or Carpeting Factory																	P	P
Thrift Store or Used Merchandise Sales														P		P	P	P
Title Loan Lender	√													S		S		
Towing / Wrecker Service and Impound Lot																	S	S
Toy Store, Hobby Shop or Game Store												P		P	P	P		
Travel Agency												P	P	P	P	P		
Tree Service																	P	P
Truck Sales, Leasing and/or Service, Heavy	√															S	P	P
Truck Terminal or Intermodal Terminal																	S	P
Trucking and Hauling (dirt, gravel, sand, etc.; incl. stockpiling)																	S	P
Tutoring and Learning Centers												P	S	P	P	P		
Upholstery Shop														P		S	P	P
Urgent Care Facility														P		P		
Waste Incineration Facility																		S

ZON ORD\_ART 1 DIST\_SEC 103.2\_FNL DRFT\_09202024



Uses	SAR	AR	RS-180	RS-150	RS-60	RS-50 INF	RS-TH INF	RM-8	RM-12	RM-24	MH	CMU	OI	BG	BGC	HSB	LM	HM
Welding Shop														S			P	P
Wholesale Membership Club														P		P	S	S
Wholesaling and Warehousing (retail accessory only)																	P	P
Wood Chipping and Shredding	√																S	P

**APPENDIX – LIST OF AMENDMENTS**

- 1 ZON-ORD 2020-9\_An Ordinance amending the City of Lawrenceville Zoning Ordinance known, cited, and referred to as “2005 Lawrenceville Zoning Ordinance”, and any amendments thereto by replacing the above indicated ordinance and code sections with a new zoning ordinance entitled "City of Lawrenceville Zoning Ordinance 2020”, dated May 20, 2020.
- 2 ZON-ORD-2020-22\_An Ordinance to amend Article 1, Districts, Section 102.5 RM-8 Townhouse Residential District; Section 102.6 RM-12 Multifamily Residential District; Section 102.7 RM-24 Multifamily Residential District; Section 102.9 CMU Community Mixed-Use District; To regulate Minimum Lot Area requirements and exemptions for the multifamily zoning classifications; Section 103.2 Use Table to regulate minimum requirements for Retirement Community, Continuing Care; and Retirement Community, Independent Living; and Tall Structures; Article 2, Supplementary Regulations, Section 200.3 Supplemental Use Standards to regulate minimum requirements for Retirement Community, Continuing Care; Retirement Community, Independent Living; and Tall Structures of the City of Lawrenceville Zoning Ordinance 2020, dated September 28, 2020.
- 5 ZON-ORD 2023-20\_An Ordinance to Amend Article 1, Districts, Section 103.2 Use Table; Article 2 Supplemental and Accessory Use Standards; and Article 10 Definitions of the City of Lawrenceville Zoning Ordinance 2020, dated October 23, 2023.

**LOCAL CODE AMENDMENT FORM  
INSTRUCTION SHEET**

1. Please use a separate form for each proposed local code amendment.
2. “Sheet 1 of \_\_\_\_\_” indicates the number of sheets for each individual proposed code amendment, not the number of sheets for all the amendments submitted. If all of the amendment or ordinance section will not fit in the space provided on form, please submit remaining parts on additional sheet.
3. Identify the code and code section that is the subject of the proposed local amendment.
4. The local government official’s name, address, telephone, fax and email address must be filled out completely.
5. Be sure to indicate the type of recommended action in the space referred to as “Check One”.
6. If the proposed amendment revises the language of the code section, deletes the entire code section, or deletes the entire code section and offers substitute language, include the language of the present code section and line through the language to be deleted and underline the language of the proposed amendment..
7. All proposed local code amendments must be typed and completed in full and the original submitted to the Director of Planning and Development for review and approval. An incomplete form will be sent back to the proponent for completion.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Purchase of Itron Electric Meters
- Department:** Electric
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** \$410,360.00
- Presented By:** Huston Gillis, Public Works Director
- Action Requested:** Approval of Purchase of Itron Electric Meters to sole source supplier, Anixter Utility Power Solutions in the amount of \$410,360.00.

**Summary:** This purchase is for the continuation of the new electric meter system. Anixter Utility Power Solutions is the only distributor for Itron meters in the region.

**Background:** This will be the purchase for phase 3 of the ongoing AMI meter project. Phase 1 provided the hardware and software that was needed to incorporate the meter data into the billing system along with the necessary communication hardware that has been deployed in the field. It also provided 1650 meters that were deployed as a pilot for this project. Phase 2 was an additional purchase of various meter types to be deployed as infill. Phase 2 is approximately 87% complete. Phase 3 will be the completion of the infill and will provide a small amount of stock for new construction projects and operational needs. Total project cost to date: (including the request of phase 3 purchase) \$3,131,662.75.

**Fiscal Impact:** Amount of \$410,360.00. This project is funded by the 2023 SPLOST Fund (3264600.541000). Project SP-020.

**Attachments/Exhibits:**

Quotation



6700 Oakley Industrial Blvd  
UNION CITY, GA 30291

TANTALUS INSTALLED ITRON  
QUOTE

www.anixterpowersolutions.com

Phone: 404.691.2605  
Fax: 770.798.1309

Quotation: **U00758830.02**

To: **CITY OF LAWRENCEVILLE  
ELECTRIC DEPARTMENT  
435 WEST PIKE STREET  
LAWRENCEVILLE, GA 30046**

Issued Date: **Jul 18, 2024**  
Expiration Date: **Aug 17, 2024**  
Sales Contact: **Andy Staker**

Attn:

(P) 404.223.1823

Phone:

(F) 404.691.4736

Fax:

andrew.staker@anixter.com

Item	Qty/Line	Product and Description	Quantity	Price	Unit	Extended
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**ITRON METERS + TANTALUS MODULES INSTALLED**

1	<b>R060518</b> C2SXD-- 2S CL200 C2 W/ DISC W/ TANTALUS  DEL: 20-24 WKS FOR SINGLE PHASE CENTRONS	1560	206.000	EA	321,360.00
2	<b>R060519</b> C2SXD-- 1S CL200 C2 W/ DISC W/ TANTALUS	20	295.000	EA	5,900.00
3	<b>R060520</b> C2SXD-- 12S CL200 C2 W/ DISC W/ TANTALUS	40	307.000	EA	12,280.00
4	<b>R060521</b> C1SX- 2S CL320 CENTRON TANTALUS INSTALLED	20	215.000	EA	4,300.00
5	<b>R060522</b> CP3SLV-3S CL20 CENTRON POLY 120-480V W/ TANTALUS  DEL: 55 WKS FOR THREE PHASE CENTRON POLYS	8	520.000	EA	4,160.00
6	<b>R060523</b> CP3SLV-4S CL20 CENTRON POLY 120-480V W/ TANTALUS	16	555.000	EA	8,880.00
7	<b>R060524</b> CP3SLV-5S CL20 CENTRON POLY 120-480V W/ TANTALUS	8	555.000	EA	4,440.00
8	<b>R060525</b> CP3SLV-9S CL20 CENTRON POLY 120-480V W/ TANTALUS	40	555.000	EA	22,200.00
9	<b>R060526</b> CP3SLV-16S CL200 CP3 120-480V W/ TANTALUS	40	555.000	EA	22,200.00



6700 Oakley Industrial Blvd  
UNION CITY, GA 30291

TANTALUS INSTALLED ITRON  
QUOTE

www.anixterpowersolutions.com

Phone: 404.691.2605  
Fax: 770.798.1309

Quotation: **U00758830.02**

Item	Qty/Line	Product and Description	Quantity	Price	Unit	Extended
<b>ITRON METERS + TANTALUS MODULES INSTALLED</b>						
10		<b>R060527</b> CP3SLV-16S CL320 CP3 120-480V W/ TANTALUS	8	580.000	EA	4,640.00
11		<b>TC-1220-RD</b> TANTALUS SINGLE PHASE MODULES FOR 240V C2SXD	1560	0.000	EA	0.00
12		<b>TC-1120-RD</b> TANTALUS SINGLE PHASE MODULES FOR 120V C2SXD	60	0.000	EA	0.00
13		<b>PP-1320</b> CENTRON POLY CP3SLV TRUEdge MODULE	120	0.000	EA	0.00
14		<b>TC-1216</b> TANTALUS SINGLE PHASE MODULE - ITRON	20	0.000	EA	0.00
15		<b>NSE-201</b> LICENSE MODULE	1760	0.000	EA	0.00
<b>SECTION TOTAL:</b>						<b>\$410,360.00</b>
<b>QUOTE TOTAL:</b>						<b>\$410,360.00</b>

**Special Notes**

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

**Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.**

**The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.**





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Right-of-Way Maintenance Services on an Annual Contract
- Department:** Electric
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** \$635,678.80
- Presented By:** Huston Gillis, Public Works Director
- Action Requested:** Approval to renew Right-of-Way Maintenance Services on an Annual Contract to CLCI Services, LLC in the amount of \$635,678.80.

**Summary:** This contract provides 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. This is the first of four renewal options. The pricing has remained firm. The department is adding another three-man crew starting July 1, 2025, at the additional cost of \$245,600.00 annually.

**Background:** Original awarded amount was \$390,078.80.

**Fiscal Impact:** Amount of \$635,678.80. This contract is funded by the Capital Outlay Fund (5114600.541000). Project 06-022.

**Attachments/Exhibits:**  
Bid Tabulation

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

				CLCI Services, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	Tree trimming hourly rate	2,000	EA	\$153.50	\$307,000.00
2	Tree trimming emergency hourly rate	10	EA	\$218.88	\$2,188.80
3	Bush Hogging hourly rate	300	EA	\$103.50	\$31,050.00
4	Herbicide Spraying hourly rate	400	EA	\$120.85	\$48,340.00
5	Arborist hourly rate	10	EA	\$150.00	\$1,500.00
<b>TOTAL</b>				\$390,078.80	
Will vendor hold pricing firm? Renewal Option 1				0%	
Will vendor hold pricing firm? Renewal Option 2				0%	
Will vendor hold pricing firm? Renewal Option 3				0%	
Will vendor hold pricing firm? Renewal Option 4				0%	

**Recommended Vendor:**  
 CLCI Services, LLC  
 1247 Patterson Plant Road  
 Enoree, SC 29335  
[geoff@clcservice.com](mailto:geoff@clcservice.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Engineering and Project Management Services
- Department:** Gas
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** \$1,235,700.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Award Engineering and Project Management Services to the highest-scoring firm, Southern Cathodic Protection Co., amount not to exceed \$1,235,700.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

**Summary:** This project is to provide engineering and design, permitting, assisting with contractor procurement, resident construction inspection services, project management, and NGDISM Grant administration services for the replacement of approximately 21.11 miles of pre-code ineffectively coated steel and vintage polyethylene natural gas main within the City of Lawrenceville’s service area with new polyethylene gas main. The scope of natural gas replacements will be in accordance with the Pipeline and Hazardous Materials Safety Administration (PHMSA) and the NGDISM Grant Program.

**Fiscal Impact:** Amount not to exceed \$1,235,700.00. This project is funded by the Capital Outlay Fund (5164700.541000). Project #11-051.

**Attachments/Exhibits:**

- Score Tabulation
- Cost Tabulation

**RP001-25  
Engineering and Project Management Services  
Gas**

			<b>Magnolia River Services, Inc.</b>	<b>MasTec Professional Services, LLC</b>	<b>Southern Cathodic Protection Company</b>
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	50	Project Approach and Deliverables	31.67	27	39.67
B.	20	Technical Experience	12.33	11.67	17.67
C.	10	Project Team Qualifications / Project Management Experience	8.67	7.67	9.33
D.	10	Project Schedule	9.67	10	10
E.	10	Cost Proposal	8.2	10	4.2
<b>TOTAL</b>			<b>70.54</b>	<b>66.34</b>	<b>80.87</b>
F.	20	Optional Interview			
<b>120</b>		<b>TOTAL WITH INTERVIEWS</b>	<b>70.54</b>	<b>66.34</b>	<b>80.87</b>

**Recommended Vendor:**

Southern Cathodic Protection Co.  
780 Johnson Ferry Rd. NE, Suite 225  
Atlanta, GA 30342

**RP001-25**  
**Engineering and Project Management Services**  
**Gas Department**

			Magnolia River Services, Inc.	MasTec Professional Services, LLC	Southern Cathodic Protection Company	
ITEM #	DESCRIPTION	APPROX. QTY		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	G & A = all General and Administrative Costs, Profits, Travel, per diem, and ALL costs associated with this contract.	1	EA	\$642,424.20	\$524,328.16	\$1,235,700.00





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Purchase of Natural Gas Materials on a Six-Month Contract
- Department:** Gas
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** \$440,430.95
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval to renew Purchase of Natural Gas Materials on a Six-Month Contract to Consolidated Pipe & Supply Co., Inc., in the amount of \$440,430.95.

**Summary:** This contract provides the City Gas Department with the most commonly used natural gas materials. This is the first of eight renewal options. Pricing has remained firm.

**Background:** Original awarded amount was \$440,430.95.

**Fiscal Impact:** Amount not to exceed \$440,430.95. This contract is funded by the Repairs & Maintenance-Equipment Fund (5154700.522240) the Specialty Supplies Fund (5154700.531122), the Cathodic Supplies Fund (5154700.531129), the Pipe & Fitting Fund (5154700.531170), the Regulator Stations Fund (5154700.531171), and the Capital Outlay Fund (5164700.541000). Project 11-029.

**Attachments/Exhibits:** Bid Tabulation

**SB029-24**  
**Natural Gas Materials on a Six-Month Contract**  
**Gas Department**

				<b>Consolidated Pipe &amp; Supply Co., Inc.</b>	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	100,000	FT	\$0.18	\$18,000.00
2	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	10,000	FT	\$0.18	\$1,800.00
3	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	2,000	FT	\$3.15	\$6,300.00
4	½" CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	35,000	FT	\$0.36	\$12,600.00
5	¾" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6,000	FT	\$0.63	\$3,780.00
6	2" IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	60,000	FT	\$1.30	\$78,000.00
7	4" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	2000	FT	\$4.60	\$9,200.00
8	4" IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	7500	FT	\$4.85	\$36,375.00
9	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1000	FT	\$10.55	\$10,550.00
10	6" IPS SDR 11 PE2406 6500 GAS PIPE 250 OR 500 FEET ROLL - PERFORMANCE PIPE	500	FT	\$10.90	\$5,450.00
11	2" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	500	FT	\$11.25	\$5,625.00
12	2" x 5/8" E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	500	EA	\$75.00	\$37,500.00
13	2" IPS SDR11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$6.75	\$33.75
14	2" IPS SDR11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	15	EA	\$7.75	\$116.25
15	2" IPS SDR11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	30	EA	\$3.95	\$118.50
16	2" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 1.90" MINIMUM PORT, BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	20	EA	\$68.00	\$1,360.00

**BID TABULATION**

17	3" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	6	EA	\$25.00	\$150.00
18	4" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	60	EA	\$36.00	\$2,160.00
19	4" IPS SDR 11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$18.00	\$90.00
20	4" IPS SDR 11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	20	EA	\$22.00	\$440.00
21	4" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	10	EA	\$12.00	\$120.00
22	4"x2" IPS SDR 11 PE 2708 BFUSE REDUCER	20	EA	\$12.00	\$240.00
23	4" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 3.63" MINIMUM PORT, , BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	15	EA	\$265.00	\$3,975.00
24	6" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$90.00	\$2,250.00
25	6" SDR11 IPS PE 2708, BFUSE TEE	15	EA	\$40.00	\$600.00
26	6"x4" SDR11 IPS PE 2708, BFUSE REDUCER	10	EA	\$27.00	\$270.00
27	3/4" x 5/8" PE 2708 GAS RISER PIGTAIL - PERFECTION	400	EA	\$30.00	\$12,000.00
28	3/4" x 3/4" PE 2708 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	\$44.00	\$2,200.00
29	1/2" CTS METFIT STYLE COUPLING - METFIT	1500	EA	\$10.60	\$15,900.00
30	1/2" CTS METFIT STYLE DEAD END - METFIT	50	EA	\$9.20	\$460.00
31	3/4" IPS METFIT STYLE COUPLING - METFIT	500	EA	\$20.60	\$10,300.00
32	3/4" IPS METFIT STYLE DEAD END - METFIT	25	EA	\$16.00	\$400.00
33	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	25	EA	\$26.00	\$650.00
34	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	\$25.50	\$637.50
35	3/4" CTS METFIT STYLE TEE - METFIT	10	EA	\$37.00	\$370.00
36	2" x 5/8" NO EFV TAP TEE - IPEX OR FRIALEN	25	EA	\$28.00	\$700.00
37	2" x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	\$31.00	\$1,550.00

**BID TABULATION**

38	4" x 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	\$34.00	\$3,400.00
39	4" x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	\$46.00	\$2,300.00
40	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$10.25	\$51.25
41	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$9.00	\$45.00
42	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$8.75	\$43.75
43	5/8" 800 CFH PE STICK EFV - UMAC	50	EA	\$25.00	\$1,250.00
44	3/4" 800 CFH PE STICK EFV - UMAC	50	EA	\$33.00	\$1,650.00
45	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	50	EA	\$38.00	\$1,900.00
46	3/4" MERCH STEEL BLK SQ HEAD PLUG-DOMESTIC OR SMITH COOPER	200	EA	\$1.25	\$250.00
47	3/4" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$2.50	\$750.00
48	3/4" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$1.70	\$680.00
49	3/4" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.50	\$250.00
50	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.00	\$300.00
51	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.50	\$350.00
52	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.50	\$900.00
53	3/4" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.75	\$950.00
54	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$4.95	\$495.00
55	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$4.95	\$1,980.00
56	3/4" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$11.25	\$562.50
57	1" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$4.00	\$1,200.00
58	1" STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	600	EA	\$3.50	\$2,100.00

**BID TABULATION**

59	1" X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.90	\$190.00
60	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$1.65	\$82.50
61	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	300	EA	\$1.85	\$555.00
62	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.70	\$270.00
63	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$3.75	\$750.00
64	1" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$8.25	\$825.00
65	2" STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	10	EA	\$11.15	\$111.50
66	2" STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	25	EA	\$12.50	\$312.50
67	2" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.20	\$105.00
68	2" x 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.25	\$106.25
69	2" x 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.25	\$106.25
70	2" x 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$6.95	\$173.75
71	¾" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	600	EA	\$16.05	\$9,630.00
72	1" PITT METER SWIVEL SETS (1-1/4" NUT, 1"PITT SWIVEL) - CENTRAL	1200	EA	\$18.60	\$22,320.00
73	1" PITT METER SWIVEL SETS ( 1"PITT SWIVEL) – CENTRAL ( Price #72 as nut only if not sold in sets)	1200	EA	\$0.00	\$0.00
74	1" PITT METER WASHERS	1200	EA	\$0.64	\$768.00
75	45 LT METER SWIVEL SETS (NUT AND SWIVEL) - CENTRAL	200	EA	\$35.00	\$7,000.00
76	45 LT METER WASHERS	350	EA	\$0.60	\$210.00
77	BARREL LOCKS FOR GAS L/W - BROOKS	500	EA	\$4.00	\$2,000.00
78	BARREL LOCK KEYS - BROOKS	10	EA	\$82.00	\$820.00
79	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	\$18.90	\$907.20



**BID TABULATION**

80	4" x 5/8" EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	100	EA	\$80.00	\$8,000.00
81	1" x 3/4" BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	250	EA	\$5.00	\$1,250.00
82	2" INSULATED UNIONS - DOMESTIC OR SMITH COOPER	25	EA	\$44.00	\$1,100.00
83	1" NO BLO TEE - MUELLER	10	EA	\$105.00	\$1,050.00
84	#79344 STEM O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$3.50	\$87.50
85	#79345 CAP O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$4.75	\$118.75
86	3/4" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$4.00	\$20.00
87	1" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$5.00	\$25.00
88	3/4" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$23.00	\$575.00
89	1" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$29.00	\$725.00
90	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	\$84.00	\$2,100.00
91	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	\$71.00	\$1,775.00
92	3/4" x 6" SCH80 TOE NIPPLE (WLED END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$10.50	\$525.00
93	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$25.00	\$1,250.00
94	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	\$53.00	\$530.00
95	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	100	EA	\$105.00	\$10,500.00
96	CAST IRON COLLAR FOR VALVE BOX	100	EA	\$35.00	\$3,500.00
97	20" EXTENSION FOR PLASTIC VALVE BOX	50	EA	\$36.00	\$1,800.00
98	5 -1/4 " "GAS" LID FOR VALVE BOX	50	EA	\$20.00	\$1,000.00
99	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$27.50	\$550.00
100	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$39.75	\$795.00

**BID TABULATION**

101	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$52.85	\$1,057.00
102	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$342.00	\$1,710.00
103	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$352.00	\$1,760.00
104	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	50	EA	\$170.00	\$8,500.00
105	4" SCH 40 PVC BOLLARD CAPS	50	EA	\$16.00	\$800.00
106	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5-BLK/YLW/811, 107WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE 770-963-3332 - RHINO	200	EA	\$47.00	\$9,400.00
107	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	200	EA	\$36.00	\$7,200.00
108	1" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$7.50	\$750.00
109	1" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$9.00	\$900.00
110	1" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$11.50	\$575.00
111	1" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	50	EA	\$23.50	\$1,175.00
112	1" STD MI BLK INSULATED UNION - DOMESTIC OR SMITH COOPER	50	EA	\$65.00	\$3,250.00
113	2" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	4000	FT	\$1.75	\$7,000.00
114	4" x 2", 4MM PINS ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	10	EA	\$98.00	\$980.00
115	6" x 4", 4MM PINS, ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	6	EA	\$185.00	\$1,110.00
116	2" STD MI BLK TEE - DOMESTIC OR SMITH COOPER	50	EA	\$21.00	\$1,050.00
117	2" STD MI BLK STREET 90 EL - DOMESTIC OR SMITH COOPER	50	EA	\$19.00	\$950.00
118	6" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	25	EA	\$28.00	\$700.00
119	2" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$15.00	\$750.00

**BID TABULATION**

120	2" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$18.25	\$456.25
121	2" x 2" PE 2708 PB PT GAS RISER PIGTAIL – PERFECTION 78403	12	EA	\$180.00	\$2,160.00
<b>TOTAL</b>				\$440,430.95	
Will vendor hold pricing firm? Renewal Option 1				5% Increase	
Will vendor hold pricing firm? Renewal Option 2				5% Increase	
Will vendor hold pricing firm? Renewal Option 3				5% Increase	
Will vendor hold pricing firm? Renewal Option 4				5% Increase	
Will vendor hold pricing firm? Renewal Option 5				5% Increase	
Will vendor hold pricing firm? Renewal Option 6				5% Increase	
Will vendor hold pricing firm? Renewal Option 7				5% Increase	
Will vendor hold pricing firm? Renewal Option 8				5% Increase	

**Recommended vendor:**

Consolidated Pipe & Supply Co., Inc.  
 194 Hurricane Shoals Road  
 Lawrenceville, GA 30045  
 P: 770-822-9664  
[paul.root@cspipe.com](mailto:paul.root@cspipe.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Leak Survey Services
- Department:** Gas
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** \$346,401.57
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Award Leak Survey Services to low responsive bidder, Gulf Coast Survey Company, LLC, amount not to exceed \$346,401.57. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

**Summary:** This project is to conduct a gas leak survey to include gas mains, service lines, and meter sets over a three-year period. In year one the survey will cover the Central Zone and include approximately 700 miles of main and 25,000 services as well as the Business District with approximately 125 miles of main and 3500 services. In year two the survey will cover the Northern Zone and include approximately 330 miles of main and approximately 22,000 services as well as the Business District with approximately 125 miles of main and 3500 services. In year three the survey will cover the Southern Zone and include approximately 420 miles of main and 7600 services as well as the Business District with approximately 125 miles of main and 3500 services.

**Fiscal Impact:** Amount not to exceed \$346,401.57. This project is funded by the Technical Services Fund (5154700. 521300).

**Attachments/Exhibits:**  
Bid Tabulation

**SB007-25**  
**Leak Survey Services**  
**Gas Department**

	Davis Leak Detection, LLC	Gulf Coast Survey Company, LLC	Heath Consultants Incorporated	Leak Detection Service, Inc.	Southern Cross, LLC
DESCRIPTION	YEARLY PRICE	YEARLY PRICE	YEARLY PRICE	YEARLY PRICE	YEARLY PRICE
Year one of Leak Survey per specifications	N/R	\$114,267.19	\$247,295.00	\$164,757.00	\$377,445.07
Year two of Leak Survey per specifications	N/R	\$115,567.19	\$226,752.00	\$121,182.00	\$379,257.54
Year three of Leak Survey per specifications	N/R	\$116,567.19	\$124,118.00	\$119,977.00	\$282,490.13
<b>TOTAL</b>	N/R	\$346,401.57	\$598,165.00	\$405,916.00	\$1,039,192.74

**Recommended vendor:**

Gulf Coast Survey Company, LLC  
 123 Glenwood Ave  
 Troy, AL 36081  
[gulfcoastsurveycompany@gmail.com](mailto:gulfcoastsurveycompany@gmail.com)





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Actual Cost Agreement for the Reimbursement of the Relocation of the Natural Gas Regulator Station at 650 Hi-Hope Road
- Department:** Gas
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** \$471,547.50
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval of Actual Cost Agreement with GDOT and Provide Authorization for Mayor or City Manager to Execute Documents Subject to City Attorney Approval

**Summary:** This agreement is part of the relocation of the regulator station at 650 Hi-Hope Road. Previously the council has approved the sale and purchase of land for this relocation. This agreement is solely for the relocation of the natural gas utility lines, regulator station and is only related to the work done on the actual property. The cost estimate was approved by the gas department and provided by the engineering firm, Keck & Wood. The gas department cannot start the replacement of the lines and station until this agreement is executed.

**Fiscal Impact:** Reimbursement Revenue of \$471,547.50

**Attachments/Exhibits:**

**PI 0013893 – Gwinnett – City of Lawrenceville Natural Gas Facilities – Undated AC Agm Pkg**



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

September 23, 2024

Honorable Mayor David Still  
Mayor  
City of Lawrenceville  
70 S Clayton Street  
P.O. Box 2200  
Lawrenceville, Georgia 30046

Subject: **Project No. N/A, Gwinnett County**  
**P.I. No. 0013893**  
**Actual Cost Agreement Undated – Natural Gas Facilities**

Dear Honorable Mayor Still:

Attached is an electronic counterpart of an undated Actual Cost Utility Agreement between **the City of Lawrenceville** and the Georgia Department of Transportation supported by an estimate for **\$471,547.50** of which the Department will bear **\$471,547.50** or **100%** and the City of Lawrenceville shall bear **0%** or **\$0.00**. The Agreement covers the adjustment of the City of Lawrenceville’s natural gas facilities in conflict with the above project. The Agreement will be dated upon execution on behalf of the Department.

If the attached Agreement meets with your approval, please handle for execution on behalf of the City of Lawrenceville and **return three (3) counterparts** to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10<sup>th</sup> Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 6 of the Agreement. The Official Seal of the City of Lawrenceville is required to be affixed to each counterpart in compliance with instructions from our Attorney General’s Office.

**The Agreement includes in paragraph 5 the new BUY AMERICA requirements by the Federal Government, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States.**

Also, please provide the City of Lawrenceville’s Federal Employee Identification Number (FEIN) in the blank shown on page 6 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

Honorable Mayor David Still  
Project No. N/A, Gwinnett County  
P.I. No. 0013893  
Actual Cost Agreement Undated – Natural Gas Facilities  
September 23, 2024; Page 2 of 2

You are cautioned not to incur any construction expense in connection with the relocation of your utilities until you have been given written authorization by this office to proceed with the work covered by this Agreement.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by e-mail at [dbonny@dot.ga.gov](mailto:dbonny@dot.ga.gov). Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.  
Assistant State Utilities Administrator

For: Nicholas Fields  
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments

cc: Jason Dykes, P.E., District 1 Engineer  
Yulonda Pride-Foster, District 1 Utilities Manager  
Bridget Thomas, Project Manager  
Frantz Boileau, Utilities Preconstruction Specialist  
Abdulvahid Munshi, Utility Coordinator

STANDARD UTILITY AGREEMENT  
ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

GEORGIA PROJECT No.: N/A, Gwinnett County  
G.D.O.T. P.I. No.: 0013893

THIS AGREEMENT, made this \_\_\_\_\_, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **City of Lawrenceville**, hereinafter called the LOCAL AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to construct a new, grade separated tight urban diamond interchange (TUDI) on State Route 316 from east of Collins Hill Road to west of Cedars Road in Gwinnett County, Georgia** with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments of the existing **natural gas** facilities of the LOCAL AGENCY in accordance with the detailed cost estimate for **\$471,547.50** prepared by the LOCAL AGENCY, attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$471,547.50** or **100.00%** and the LOCAL AGENCY will bear **\$0.00** or **0.00%**; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no affect whatsoever on any of the other terms of this Agreement.

## ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on the present location as shown on said plans where its facilities are to be moved and accepts from the DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the LOCAL AGENCY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The LOCAL AGENCY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The LOCAL AGENCY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The LOCAL AGENCY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel, iron and manufactured products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exceptions to this requirement are (i) the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country and, (ii) manufactured products that do not include steel and iron components. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “Buy America Certificate of Compliance” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of



## ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron, or a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 4 above, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, defines a “construction material” as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 4 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this project (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the project or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled “Build America, Buy America Certificate of Compliance for Construction Materials” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a

## ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

6. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. If the LOCAL AGENCY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the LOCAL AGENCY on any then-current agreement between the LOCAL AGENCY and the DEPARTMENT. For audit purposes, the cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

7. The LOCAL AGENCY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the LOCAL AGENCY and the DEPARTMENT on which a conditional final payment has been made.

8. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY shall be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the LOCAL AGENCY by the DEPARTMENT before the LOCAL AGENCY is authorized to proceed with the work to be performed by the LOCAL AGENCY under this Agreement.

9. The DEPARTMENT shall not be liable for payment of any bill received

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

10. It is mutually agreed that the final cost of the changes in the facilities of the LOCAL AGENCY covered by the detailed cost estimate shall be borne by the LOCAL AGENCY and the DEPARTMENT on the percentage basis indicated in said estimate.

11. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

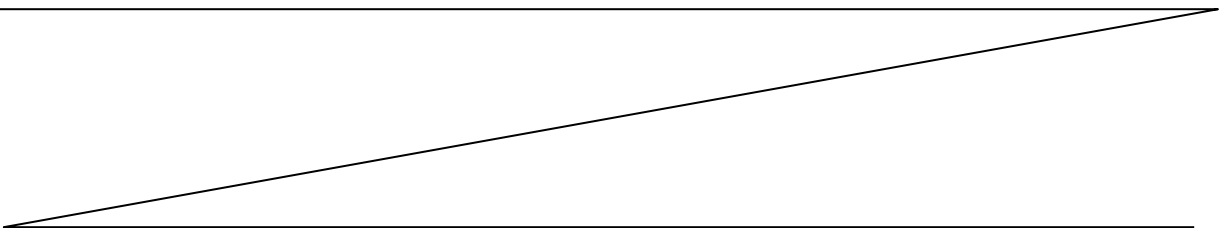
12. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

13. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

14. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

15. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

16. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

CITY OF LAWRENCEVILLE

BY: \_\_\_\_\_  
MAYOR

Signed on behalf the CITY OF LAWRENCEVILLE pursuant to resolution dated \_\_\_\_\_.

\*\*\*\*\*  
FEIN \_\_\_\_\_  
\*\*\*\*\*

BY: \_\_\_\_\_  
CITY CLERK/ASST. SECRETARY  
(OFFICIAL SEAL)

ACCEPTED:  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
COMMISSIONER

PROJECT No.: N/A  
COUNTY: Gwinnett  
P.I. No.: 0013893  
DATE: September 22, 2024

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: \_\_\_\_\_  
TREASURER  
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

**RESOLUTION**

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

BE IT RESOLVED by the Mayor and City Council of the CITY OF LAWRENCEVILLE and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, GWINNETT COUNTY, P.I. No. 0013893 to construct a new, grade separated tight urban diamond interchange (TUDI) on State Route 316 from east of Collins Hill Road to west of Cedars Road in Gwinnett County and that Mr. David Still as Mayor of the City of Lawrenceville and \_\_\_\_\_, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor and City Council of the City of Lawrenceville.

Passed and adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

STATE OF GEORGIA,

CITY OF LAWRENCVILLE

I \_\_\_\_\_, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council of the CITY OF LAWRENCVILLE. WITNESS my hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_.

BY: \_\_\_\_\_  
CITY CLERK

**GEORGIA DEPARTMENT OF  
TRANSPORTATION BUY AMERICA  
CERTIFICATE OF COMPLIANCE**

Date \_\_\_\_\_, 20\_\_\_\_

WE, \_\_\_\_\_

(UTILITY/RAILROAD OWNER)

Address: \_\_\_\_\_

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD IN GWINNETT COUNTY, GEORGIA.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by \_\_\_\_\_ Title \_\_\_\_\_  
(Officer of Organization)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_





Original 12/22/2022

**BUILD AMERICA, BUY AMERICA  
CERTIFICATE OF COMPLIANCE  
FOR CONSTRUCTION MATERIALS**

Date \_\_\_\_\_, 20\_\_\_\_\_

We, \_\_\_\_\_  
(UTILITY/RAILROAD OWNER)

Address: \_\_\_\_\_

Hereby certify that we are in compliance with the “BUILD AMERICA, BUY AMERICA” (“BABA”) requirements of the Infrastructure Investment and Jobs Act (“IIJA”), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD IN GWINNETT COUNTY, GEORGIA.

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by \_\_\_\_\_ Title \_\_\_\_\_  
(Officer of Organization)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

<b>Contractor's Name:</b>	CITY OF LAWRENCEVILLE
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD.

**CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**I hereby declare under penalty of perjury that the foregoing is true and correct**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction

I. Company: City of Lawrenceville

Address: 435 West Pike Street PO Box 2200 Lawrenceville, Ga 30046

\*Estimate Prepared By: Keck & Wood, Inc.

II. Project #: 0013893 County: Gwinnett

PI #: 0013893

III. Georgia Department of Transportation (GDOT) Project Description: The project consists of the proposed grade separation improvements of SR 316 from Collins Hill Road to Cedars Road. Existing 8" HP steel gas main, 6" steel gas main, regulator station and associated appurtenances located within an existing property owned by City of Lawrenceville.

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]

(Check Method that Applies)

- Work Order Accounting Procedure prescribed by regulatory body.
Established accounting procedure approved by State and FHWA.
Agreed Lump Sum.
Other (Including use of GDOT Form 8465):

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A and in accordance with the Department's Utility Accommodation Policy and Standards Manual, Current Edition (Manual), to support a Utility Relocation Agreement between the Utility Company and the Department. The work will be performed and the costs accounted for in accordance with the methods described herein. Costs will be recorded as provided in Section 645.113f or Section 645.117, 23 CFR 645A. Equipment rental rates, salvage credit, accrued depreciation credit (expired service life) and betterment credit have been given due consideration and proper explanations have been noted in the estimate where applicable and as provided by 23 CFR 645A. Claim for reimbursement costs shown in the Estimate is based on the attached Certificate of Eligibility for reimbursement which is made a part hereof.

David R. Still

8/28/2024

David Still, Mayor

Name and Title of Authorized Company Representative Date

Company Representative hereby certifies the Estimate and agrees that the Estimate shall remain valid for one year from the above authorized date. After one year from the authorized date, the Estimate may be subject to revision by the Utility Company.

\*Please Provide Two (2) sets of Relocation Plans and Two (2) sets of signed estimates.

Estimate for Relocation, Removal, or Adjustment of Utility Facilities

1. Preliminary Engineering authorized on this project by **GDOT letter dated:** [redacted]

2. Plans and Estimate Prepared By: (Check Applicable Party)

Forces of this Company

Consultant: (Name Keck & Wood, Inc. and Address) 3090 Premere Parkway, Suite 200 Duluth, GA 30097

Approval of Consultant given by GDOT letter dated:

Amount:

Effective date of Contract, if a Continuing Contract:

Exp. Date:

The Certificate of Consultant Form is attached to the Consultant's Estimate of Engineering Services.

Scope of Work Detailing Preliminary Engineering and Construction Engineering attached to Consultant's Estimate of Engineering Services.

Total Preliminary Engineering Costs

\$0.00

Attach Support Documentation to Estimate - See Exhibit:

Total Construction Engineering Costs

\$0.00

Attach Support Documentation to Estimate - See Exhibit:

NOTE: Payment for Construction Engineering will not be allowed for Work included in GDOT Contracts.

Total Preliminary and Construction Engineering Costs

\$0.00

VI. Right of Way Acquisition [Section 645.111, 23 CFR 645A]

(Check Applicable Section)

Replacement R/W or Easements are not required for adjustment of utilities facilities on this Project.

Replacement R/W shown on plans will be acquired by the Department (Separate written request must be furnished).

Replacement R/W or Easements shown on the attached plans will be acquired by the Company.

Total Cost of Right of Way Acquisition

\$0.00

Attach Support Documentation to Estimate. Include Estimates for Appraisal, Negotiation, Recording, and Right-of-Way or Easement Costs - See Exhibit:

N/A

VII. Construction [Section 645.115 and Section 645.117, 23 CFR 645A]

A. Description of Proposed Utility Work:

The City of Lawrenceville will be relocating natural gas mains and a regulator station due to the widening of Hi Hope Road and the construction of Reynolds Road. Approximately 480LF of 8-inch high pressure steel main, 280 LF of 6-inch high pressure steel gas main, 160 LF of 6-inch PE gas main, and associated appurtenances will be relocated in order to facilitate the relocation of the regulator station due to the roadway widening improvements.

B. The Company will perform the work provided for in this Estimate by the following method:

(Check Applicable Method - see page 3 for continuation)

By Company's Regular Forces

The Company Proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

By Contract

The Company does not have adequate staff or equipment to perform the necessary work with its own forces; therefore, the Company, subject to approval of the Department and FHWA, proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115 (a), 23 CFR 645A. The items of work to be accomplished by contract are noted in this estimate. When the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate and furnished to the Department in advance of the Company's solicitation of bids. The Department shall approve the low bidder before work can began. Please provide Company Name, Address, and Contact Person and Number below:

Harrison & Harrison, Inc	D. Lance Souther, Inc.	Quality Welding & Fabrication	Southern Pipeline, Inc.
Jamey Harrison	D. Lance Souther	Wendell Leet	Tony Pittman
P.O. Box 5635	P.O. Box 6538	100 Auburn Park Drive, Suite A	P.O. Box 98
Athens, Ga 30604	Macon, Ga 31032	Conyers, Ga 30013	Winder, Ga 30680
706-207-8791	478-951-1894	678-225-4877	678-414-7491



By Existing Continuing Contract

Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract performed under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the company's estimate. Please indicate the Company Name, Address, and Contact Person and Number below (If needed, attach additional names to Estimate). Once the Company selects a continuing contractor, **a copy of the continuing contract has to be submitted to the Department for approval before any work begins.**

[Redacted]

Effective Date of Continuing Contract: [Redacted] Expiration Date: [Redacted]

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$0.00
<i>Attach Support Documentation to Estimate, Including Additives - See Exhibit:</i>	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$471,547.50
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	A
Right-of-Way Clearing & Trimming Costs	\$0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Equipment Costs [Section 645.117(f), 23 CFR 645A]	0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	

**Total Construction Costs** \$471,547.50

**VIII. Total Costs of Proposed Relocation (V through VII)** \$471,547.50

**IX. Detail of Accrued Depreciation and Salvage Credits**

A. Accrued Depreciation (Expired Service Life) [Section 645.117(h), 23 CFR 645A]  
(Check Applicable Statement)

Accrued Depreciation is not allowed in this estimate.

Accrued Depreciation is allowed in this estimate.

(Please Provide Detailed Description/Explanation i.e. Pumping Station, Filtration Plant, Power Plant, Substation, etc.)

[Redacted]

Accrued Depreciation Credit \$0.00

*Attach Support Documentation to Estimate - See Exhibit:*

B. Salvage [Section 645.117(e), 23 CFR 645A]

(Check Applicable Statement)

Salvage is not allowed in this estimate because:  
contractor will be responsible for the removal and disposal of existing facilities to be removed and replaced.

Salvage from temporary material is not allowed because:

[Redacted]

Salvage is allowed in this estimate.

Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not reusable, they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.

Total Salvage Credit \$0.00

**Total Accrued Depreciation and Salvage Credit** \$0.00

\* See Contingencies & Markups



X. **Total Cost of Relocation** **\$471,547.50**  
*(Less Credits for Accrued Depreciation and Salvage Value, VIII-IX)*

XI. **Betterment Credit [Section 645.117(h), 23 CFR 645A]** *(Check Applicable Statement)*

- Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by proposed highway construction
- Betterment credit is allowed as shown in the following comparison:  
*Location of Betterment: (Please indicate Station, Route Name, and Number)*



Betterment Credit Amount **\$0.00**  
*\*Attach Support Documentation to Estimate - See Exhibit:*

**\*Include Estimate for Cost to Install Proposed Facilities to Produce Current Capacity and the Cost to Install Proposed Facilities for Increased Capacity.**

XII. **Total Estimated Cost of Adjustments** **\$471,547.50**  
*(Item X less Item XI)*

XIII. **Proportionate Share**  
*(Check Applicable Statement - 1, 2, or 2 & 3)*

- 1. The Department will bear 100 percent of the cost of the adjustments.
- 2. The Company will participate in a pro rata share of the cost of adjustments (No Betterments).

Percentage Split: Company Participation (If 0%, insert 100% for GDOT Participation)  
GDOT Participation  
 Total 0.00% *(Total Shall be 100%)*

*Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit:*

- 3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

### Estimate for Relocation, Removal, or Adjustment of Utility Facilities Summary of Costs

Items	Total
V. Preliminary and Construction Engineering	\$0.00
VI. Right-of-Way Acquisition Costs	\$0.00
VII. Construction Costs	\$471,547.50
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$471,547.50
IX. Total Accrued Depreciation and Salvage Credits	( - ) \$0.00
X. Total Relocation Work	\$471,547.50
XI. Betterment Credit	( - ) \$0.00
XII. Total Estimate of Adjustments (X-XI)	\$471,547.50

**XIII. Proportionate Share: Check Applicable Statement and Insert Above Estimate Amounts from X, XI, and XII**

1. The Department will bear 100 percent of the cost of the adjustments (See XII).

<b>XII. Total Estimate of Adjustments</b>	<b>\$471,547.50</b>
---	---------------------

(OR)

2. The Company will Participate in a pro rata share of the cost of adjustments (No Betterments).

<b>XII. Total Estimate of Adjustments</b>	[Redacted]
---	------------

Percentage Split (Insert From Page 4)

Proportionate Share:

<b>0.00%</b>	Company Participation		Company Participation
<b>0.00%</b>	GDOT Participation		GDOT Participation

(OR)

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

<b>X. Total Relocation Work</b>	<b>\$0.00</b>
<b>XI. Betterment Credit</b>	<b>\$0.00</b>
<b>XII. Total Estimate of Adjustments</b>	<b>\$0.00</b>

Percentage Split

Proportionate Share:

<b>0.00%</b>	Company Participation	<b>\$0.00</b>	Company Participation
<b>0.00%</b>	GDOT Participation	<b>\$0.00</b>	GDOT Participation

(OR)

Combination of 2. and 3.

<b>X. Total Relocation Work</b>	<b>\$0.00</b>
<b>XI. Betterment Credit</b>	<b>\$0.00</b>
<b>XII. Total Estimate of Adjustments</b>	<b>\$0.00</b>

2. Percentage Spilt (Insert From Page 4)

<b>0.00%</b>	Company Participation	<b>\$0.00</b>	Company Participation
<b>0.00%</b>	GDOT Participation	<b>\$0.00</b>	GDOT Participation

3. Plus Betterment Credit

	<b>\$0.00</b>	Company Participation
--	---------------	-----------------------

2 Plus 3 Proportionate Share

<b>#DIV/0!</b>	Company Participation	<b>\$0.00</b>	Company Participation
<b>#DIV/0!</b>	GDOT Participation	<b>\$0.00</b>	GDOT Participation
<b>#DIV/0!</b>		<b>\$0.00</b>	Total

*Arithmetic Extensions Checked and Found Correct.*

Yulonda Pride-Foster <small>Digitally signed by Yulonda Pride-Foster DN: c=US, E=ypride@dot.ga.gov, O=Georgia Department of Transportation, OU=District Utilities, CN=Yulonda Pride-Foster Reason: I am approving this document Date: 2024.08.28 12:42:44 -04'00'</small>	_____ (Date)
District Utilities Engineer (Signature)	

Certificate of Eligibility for Utility Reimbursement

Company Name: City of Lawrenceville  
 GDOT Project No: 0013893  
 GDOT PI No: 0013893  
 County: Gwinnett

The Company shall attach a completed Facility Detail Summary to substantiate and prove its facilities are eligible for reimbursement. As a minimum, the Company shall provide the following information:

*Location of Facility (Referencing Project Station Number and intersecting street, road, or highway)*

*Date Existing Facility was installed by Utility Owner*

*Indicate location of utilities: Private property by deed or easement or on a public facility by permit. Indicate dates of all applicable deeds, easements, or permits.*

*Case Number of Reimbursement eligibility (See Chapter 4 of the Utility Accommodation Policy and Standards Manual - classification to be made by the Utility Company and Verified by GDOT District Utilities Office)*

*Any other information that may assist the Department in certifying eligibility.*

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and as shown on the plans and estimate of cost supporting the Utility Relocation Agreement for which reimbursement is to be claimed, are owned, operated and maintained the company listed above. The facts concerning location of utility facilities, dates of installations and records of the Company showing its property interests will be made available for inspections by representatives of the Department at the office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other permits and franchise rights are correctly shown. Further, the above information as to title records, permits and franchise rights are correctly shown.

*David R. Still*

*8/28/2024*

David Still, Mayor  
 Name and Title of Authorized Company Representative Date

The facilities noted on the attached summary, as required by this estimate, have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted on the attached summary and shown to be on streets, roads, highways, or other public facilities are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the noted case(s) as described in Chapter 4 of the Utility Accommodation Policy and Standards Manual.

*Yubonda Pride-Foster* For Jason Dykes P.E. 08/28/2024  
 GDOT District Engineer Date



**REQUIRED FORMAT FOR PRESENTING ENGINEERING FEES - BILLING**

<b>PRELIMINARY ENGINEERING</b>				<b>HOURS</b>		<b>AMOUNT</b>		<b>Approved Estimate</b>
<b>CLASSIFICATION</b>	<b>Bare Labor (per hr.)</b>	<b>Overhead (per hr.)</b>	<b>Total Rate</b>	<b>This Bill</b>	<b>TOTAL TO DATE</b>	<b>This Bill</b>	<b>TOTAL TO DATE</b>	
Design Engineer			\$ -			\$ -	\$ -	
CADD Operator			\$ -			\$ -	\$ -	
Survey Chief			\$ -			\$ -	\$ -	
Laborer			\$ -			\$ -	\$ -	
Other (Specify)			\$ -			\$ -	\$ -	
<b>COST OF LABOR</b>						\$ -	\$ -	
<b>INCIDENTALS</b>								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
<b>COST OF INCIDENTALS</b>						\$ -	\$ -	
<b>*FIXED FEE(PROFIT)</b>								
<b>TOTAL PRELIMINARY ENGINEERING</b>						\$ -	\$ -	\$ -

<b>CONSTRUCTION ENGINEERING</b>				<b>HOURS</b>		<b>AMOUNT</b>		<b>Approved Estimate</b>
<b>CLASSIFICATION</b>	<b>Bare Labor (per hr.)</b>	<b>Overhead (per hr.)</b>	<b>Total Rate</b>	<b>This Bill</b>	<b>TOTAL TO DATE</b>	<b>This Bill</b>	<b>TOTAL TO DATE</b>	
Engineer								
Inspector			\$ -			\$ -	\$ -	
Survey Chief			\$ -			\$ -	\$ -	
Laborer			\$ -			\$ -	\$ -	
Other (Specify)			\$ -			\$ -	\$ -	
<b>COST OF LABOR</b>						\$ -	\$ -	
<b>INCIDENTALS</b>								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
<b>COST OF INCIDENTALS</b>						\$ -	\$ -	
<b>*FIXED FEE(PROFIT)</b>								
<b>TOTAL CONSTRUCTION ENGINEERING</b>						\$ -	\$ -	\$ -

<b>TOTAL PRELIMINARY AND CONSTRUCTION ENGINEERING</b>								<b>Estimated</b>
	\$ -	\$ -	\$ -					\$ -

\* If the scope of work changes, a revised estimate will be required and the FIXED FEE may be renegotiated.



**Certificate of Consultant**

I hereby certify that I am the Vice President representative of the firm of Keck & Wood, Inc., and that except as expressly stated and described herein, neither I nor the firm of Keck & Wood, Inc. has, in connection with its contract with City of Lawrenceville, entered into pursuant to provisions of an agreement between the (Name of Utility) aforementioned utility and the State of Georgia, as a part of Federal-aid project 0013893.

- (A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or
- (B) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or
- (C) paid, or agreed to pay, to any firm, company organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and Explanation of exception, if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation in connection with the aforementioned project involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

04-30-2024  
Date

  
Signature



The Utility Agreement Cost Estimate (Estimate), formerly known as the 10 Page Estimate, has been revised to accommodate current practices of Utility Companies use of attachments and exhibits to support the estimate categories and overall totals. The Estimate has been streamlined by requiring the Company to insert the final estimate amounts for the major categories of the work such as Engineering, Right-of-Way, Construction, Salvage and Depreciation, Betterment, and Proportionate Share. The Company will need to provide documentation ("Exhibits") to support the estimate categories. The Estimate no longer has separate tables under the major categories for the Company to complete. The Company's exhibits (or attachments) will take the place of the tables in the previous Estimate versions.

The Company should insert data into all of the applicable orange shaded fields.

The Company should note all exhibits/attachments in the Estimate with the appropriate designation (Example – Exhibit A, Exhibit B, etc.).

Page 3:

The Company will need to provide a copy of the Continuing Contract for the contractor selected to complete the relocation work.

Page 4:

For Item XIII, the Company shall check the appropriate statement:

Either the Department will participate at 100%, or...

The Company and the Department will share in the costs with no betterments, or...

The Company and the Department will share in the costs with the Company funding betterments, or...,

The Company and the Department will share in the costs with the Company funding betterments and non-betterments.

Page 5:

Items V through XII will calculate or populate automatically. However, as stated above, the Company will need to check the appropriate statements as applicable to the specific estimate and project. In addition, the Company will need to complete the section by inserting the numbers calculated/populated at the top of the page into the applicable section and shaded fields. Depending on which statement is selected, the Company will also need to insert the participation percentages from Page 4.

Remember, if the section or field is shaded, input, if applicable to the section or item, is required from the Company.

To promote accuracy and consistency, the Office of Utilities at the Georgia Department of Transportation (GDOT) is providing clarification for Contingencies and Markups when preparing the estimates for utilities relocation work. Please note that GDOT's Estimate for Relocation, Removal, or Adjustment of Facilities conveniently refers to the corresponding Federal Regulations listed below.

CONTINGENCIES:

Contingencies cost are generally unallowable except in some cases as outlined in the Federal Acquisition Regulation (FAR) 31.205-7(c) (2). See link below and attachment for excerpt.

<https://www.acquisition.gov/far/31.205-7?searchTerms=31.205-7>

MARKUPS:

The 23 CFR, Part 645, Subpart A, Section 645.117 "Cost development and reimbursement" explains in detail what costs are allowable. See link below and attachment for excerpt.

<http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0645a.htm>

23 CFR, Part 645, Subpart A, Section 645.117 allows for the **utility** to bill direct labor and additives such as labor surcharge (cost of benefits) and overhead. These additives can be billed as a percentage of cost. The regulation also requires the **utility** to provide documentation of the rate(s) charged, the components of the rate(s), and the basis of the allocation (the cost to rate(s) were applied to) of the each additive. Any additional additives to the direct labor other than the above, is not allowed.

For Material and supply costs, the "Handling Cost" can be shown as an actual cost or as a percentage in lieu of the actual or average cost (refer to Sec. 645.117 (e) (4)).



KECK & WOOD, INC.  
3090 Premiere Parkway  
Suite 200  
Duluth, Georgia 30097  
(678) 417-4000

DATE 8/23/2023

**EXHIBIT A**

**ENGINEER'S PRELIMINARY PROBABLE COST OF CONSTRUCTION**

**GAS FACILITIES RELOCATION  
SR 316 AT HI HOPE ROAD, GDOT PI #0013893  
FOR  
CITY OF LAWRENCEVILLE, GEORGIA**

**SUMMARY OF GAS QUANTITIES (REGULATOR STATION RELOCATION) - GDOT PARTICIPATION**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	EST. UNIT PRICE	EST. COST
1	Regulator Station	1	Each	\$189,847.50	\$189,847.50
2	Polyethylene Gas Main, 6-inch, by Open Trench	160	Linear Foot	\$90.00	\$14,400.00
3	6" Polyethylene Gas Line Valve	1	Each	\$3,000.00	\$3,000.00
4	Steel Gas Main, 6-inch, by Open Trench	280	Linear Foot	\$110.00	\$30,800.00
5	6" Steel Gas Line Valve	2	Each	\$15,000.00	\$30,000.00
6	Connect to Existing 6" Steel Gas Main w/ LTPF	2	Each	\$12,000.00	\$24,000.00
7	Cut and Cap Existing 6" Steel Gas Main	2	Each	\$5,000.00	\$10,000.00
8	Steel Gas Main, 8-inch, by Open Trench	480	Linear Foot	\$125.00	\$60,000.00
9	8" Steel Gas Line Valve	3	Each	\$16,000.00	\$48,000.00
10	Connect to Existing 8" Steel Gas Main w/ LTPF	1	Each	\$30,000.00	\$30,000.00
11	Cut and Cap Existing 8" Steel Gas Main	1	Each	\$12,500.00	\$12,500.00
12	Untrenched Installation: 6-inch Gas Main	50	Linear Foot	\$350.00	\$17,500.00
13	Temporary Erosion & Sediment Control	1	Lump Sum	\$1,500.00	\$1,500.00
<b>ESTIMATED CONSTRUCTION COST:</b>					<b>\$471,547.50</b>



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: CITY COUNCIL WORK SESSION, SEPTEMBER 4, 2024  
AGENDA CATEGORY: GENERAL BUSINESS ITEM

- Item:** Discussion to amend Chapter 24 of the code of ordinances to update provisions related to Nuisances
- Department:** City Manager
- Date of Meeting:** Wednesday, September 4, 2024
- Fiscal Impact:** N/A
- Presented By:** Michael Fischer – Assistant City Manager - Operations
- Action Requested:** Discuss Ordinance to Amend Chapter 24 of the Code of Ordinances of the City of Lawrenceville, Georgia related to Nuisances to update various provisions and for other purposes

**Summary:** The purpose of this amendment is to update Chapter 24 of the code of ordinances to clarify position titles for current positions and to align the city ordinance to state law

**Background:** Chapter 24 of the code of ordinances focuses on Nuisances. From time-to-time city staff review the code sections to update for legality, clarification, and typographical errors. This amendment is an update to clarify the title of the designated public officer with the authority to enforce the provisions of this ordinance. The former title was the Director of Planning, Zoning and Inspections. The current title for that authority is the Director of Planning and Development. Another major update is to the section regarding the Proceedings to abate generally. Several additions were made to that section to bring the city code into alignment with state law.

**Concurrences:** City Manager, City Clerk, City Executive Team, City Attorney

**Attachments/Exhibits:** Chapter 24 redlined draft amended code  
Chapter 24 clean draft amended code

PART II - CODE  
Chapter 24 NUISANCES

**Chapter 24 NUISANCES<sup>1</sup>**

**Sec. 24-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Nuisance* means anything which causes hurt, inconvenience, or damage to another, provided that the hurt, inconvenience, or damage complained of shall not be fanciful or such as would affect only one of fastidious taste, but ~~it shall be rather such~~ as would affect an ordinary, reasonable person; and the fact that the act done may otherwise be lawful shall not keep it from being a nuisance.

*Nuisance per se* means an act, occupation, or structure which is a nuisance at all times and under any circumstances, regardless of location or surroundings.

*Private nuisance* means a nuisance limited in its injurious effects to one or a few individuals.

*Public nuisance* means a nuisance which damages all persons who come within the sphere of its operation, though it may vary in its effects on individuals.

(Code 2005, § 33-101)

**Sec. 24-2. Proceedings to abate generally.**

Any nuisance existing within the corporate limits of ~~the~~<sup>this</sup> City, except for a nuisance hereinafter ~~excepted~~<sup>expected</sup>, shall be abated in the manner set forth in this chapter.

Commented [FH1]: expected or excepted?

- (1) *Initiation.* Proceedings to abate a nuisance, whether public or private, shall be initiated by the filing of a complaint with the Municipal Court, which complaint shall state the nature and location of the nuisance and the name and address of the complainant. In the case of a private nuisance, the complaint shall be filed by the person injured by the nuisance; in the case of a public nuisance, the complaint shall be filed on behalf of the public by a City Official or by a citizen specially injured by the nuisance.
- (2) *Notice of ~~complaint and~~ hearing.*
  - a. Upon the filing of a complaint as provided in this section, the Municipal Court shall issue a notice directed to the owner of the premises upon which the nuisance complained of is located and, if the person maintaining the same is a different person from the owner, then also to the person maintaining the nuisance, calling on such person to show cause, either personally or by attorney, at the time and place directed by the Municipal Court, why such activity alleged to be a nuisance should not be ordered abated and removed by the City. Such notice ~~(including a copy of the complaint)~~ shall be served at least ~~two~~<sup>fourteen (14)</sup> days prior to the date set for the hearing by any police officer of the City, ~~and shall be made either personally by posting a copy or by leaving a copy on the property within three (3) business days of filing the complaint and at least fourteen (14) days prior to the date of the hearing, at the party's most notorious place of abode.~~

<sup>1</sup>State law reference(s)—Abatement of nuisances generally, O.C.G.A. § 41-2-1 et seq.; local ordinances relating to unfit structures, O.C.G.A. § 41-2-9.

- b. A copy of such notice shall be mailed by certified mail, return receipt requested, or statutory overnight delivery to all interested parties whose identities and addresses are reasonably ascertainable.
- b.c. A copy of such notice shall also be mailed to the ~~complainant~~ property address to the attention of the occupants of the property.
- d. For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for two consecutive weeks prior to the hearing.
- e. A notice of lis pendens shall be filed in the office of the clerk of superior court at the time of filing the complaint.
- f. Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided for in this section on any interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

- (3) *Order of abatement.* If, after hearing all the evidence, the Municipal Court should decide that the activity complained of is a nuisance, the Judge shall issue an order commanding that the nuisance be abated. A copy of such order of abatement shall be served on the party maintaining the nuisance.
- (4) *Effect of noncompliance.* In the event of a refusal to comply with the order of abatement issued by the Municipal Court, the person maintaining the nuisance shall be subject to arrest for violation of state law.

(Code 2005, § 33-102)

**Sec. 24-3. Summary abatement.**

Nothing contained in section 24-2 shall prevent the Municipal Court from summarily and without notice ordering the abatement of or abating any nuisance per se in the law or where the case is an urgent one and the health and safety of the public or a portion thereof is in imminent danger.

(Code 2005, § 33-103)

**Sec. 24-4. Findings regarding unsafe, unsanitary or abandoned buildings, dwellings or structures.**

Under the authority of O.C.G.A. § 41-2-9, the City specifically adopts by reference and incorporates in this section the provisions of O.C.G.A. §§ 41-2-7 through 41-2-17. These provisions are adopted as if specifically set forth in their entirety in this section.

(Code 2005, § 33-104)

**Sec. 24-5. Duties of Director of Planning ~~and Development, Zoning and Inspections.~~**

- (a) Pursuant to the authority of O.C.G.A. § 41-2-~~910~~, the ~~City Council does~~ Mayor and Council of the City of Lawrenceville hereby designate the Director of Planning ~~and Development, Zoning and Inspections~~ as the public officer with the authority to enforce the provisions of section 24-4. The Director of Planning ~~and Development, Zoning and Inspections~~ may determine, under existing ordinances, that dwellings, buildings, or structures are unfit for human habitation or are unfit for its current commercial, industrial, or business use if

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he finds that conditions exist in such buildings, dwellings, or structures which are dangerous or injurious to the health, safety, or morals of the occupants of such dwellings, buildings, or structures; of the occupants of neighborhood dwellings, buildings, or structures; or of other residences of the ~~City Municipality~~. Such conditions may include the following, without limiting the generality of the foregoing:

- (1) Defects therein increasing the hazards of fire, accidents, or other calamities;
  - (2) Lack of adequate ventilation, light, or sanitary facilities;
  - (3) Dilapidation;
  - (4) Disrepair;
  - (5) Structural defects; and
  - (6) Uncleanliness.
- (b) The public officer designated by this chapter may determine, under existing ordinances, that a dwelling, building, or structure is vacant, dilapidated, and being used in connection with the commission of drug crimes upon personal observation or report of a law enforcement agency and evidence of drug crimes being committed.
- (c) Within the context of this chapter, the public official shall utilize the existing codes of the City of ~~Lawrenceville~~ to the standard for satisfaction of the provisions of this chapter, including, but not limited to, the electrical codes, building codes, and fire codes previously adopted by the City ~~Council of Lawrenceville~~.

(Code 2005, § 33-105)

**Sec. 24-6. Powers of Director of Planning ~~and Development, Zoning and Inspections~~.**

The Director of Planning ~~and Development, Zoning and Inspections~~ is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter and O.C.G.A. §§ 41-2-7, ~~et seq. through 41-2-10 and 41-2-12 through 41-2-17~~, in addition to others:

- (1) To investigate the dwelling conditions in the City of ~~Lawrenceville~~ in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;
- (2) To administer oaths and affirmations, to examine witnesses, and to receive evidence;
- (3) To enter upon premises for the purpose of making examinations; provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) To appoint and affix the duties of such officers, agents, and employees as he deems necessary to carry out the purposes of this chapter; and
- (5) To delegate any of his functions and powers under this chapter to such officers and agents as he may designate.

(Code 2005, § 33-106)

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## Chapter 24 NUISANCES<sup>1</sup>

### Sec. 24-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Nuisance* means anything which causes hurt, inconvenience, or damage to another, provided that the hurt, inconvenience, or damage complained of shall not be fanciful or such as would affect only one of fastidious taste, but it shall be as would affect an ordinary, reasonable person; and the fact that the act done may otherwise be lawful shall not keep it from being a nuisance.

*Nuisance per se* means an act, occupation, or structure which is a nuisance at all times and under any circumstances, regardless of location or surroundings.

*Private nuisance* means a nuisance limited in its injurious effects to one or a few individuals.

*Public nuisance* means a nuisance which damages all persons who come within the sphere of its operation, though it may vary in its effects on individuals.

(Code 2005, § 33-101)

### Sec. 24-2. Proceedings to abate generally.

Any nuisance existing within the corporate limits of the City, except for a nuisance hereinafter excepted shall be abated in the manner set forth in this chapter.

- (1) *Initiation.* Proceedings to abate a nuisance, whether public or private, shall be initiated by the filing of a complaint with the Municipal Court, which complaint shall state the nature and location of the nuisance and the name and address of the complainant. In the case of a private nuisance, the complaint shall be filed by the person injured by the nuisance; in the case of a public nuisance, the complaint shall be filed on behalf of the public by a City Official or by a citizen specially injured by the nuisance.
- (2) *Notice of complaint and hearing.*
  - a. Upon the filing of a complaint as provided in this section, the Municipal Court shall issue a notice directed to the owner of the premises upon which the nuisance complained of is located and, if the person maintaining the same is a different person from the owner, then also to the person maintaining the nuisance, calling on such person to show cause, either personally or by attorney, at the time and place directed by the Municipal Court, why such activity alleged to be a nuisance should not be ordered abated and removed by the City. Such notice (including a copy of the complaint) shall be served at least fourteen (14) days prior to the date set for the hearing by any police officer of the City by posting a copy on the property within three (3) business days of filing the complaint and at least fourteen (14) days prior to the date of the hearing.

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<sup>1</sup>State law reference(s)—Abatement of nuisances generally, O.C.G.A. § 41-2-1 et seq.; local ordinances relating to unfit structures, O.C.G.A. § 41-2-9.

- b. A copy of such notice shall be mailed by certified mail, return receipt requested, or statutory overnight delivery to all interested parties whose identities and addresses are reasonably ascertainable.
  - c. A copy of such notice shall also be mailed to the property address to the attention of the occupants of the property.
  - d. For interested parties whose mailing address is unknown, a notice stating the date, time, and place of the hearing shall be published in the newspaper in which sheriff's advertisements appear once a week for two consecutive weeks prior to the hearing.
  - e. A notice of lis pendens shall be filed in the office of the clerk of superior court at the time of filing the complaint.
  - f. Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided for in this section on any interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.
- (3) *Order of abatement.* If, after hearing all the evidence, the Municipal Court should decide that the activity complained of is a nuisance, the Judge shall issue an order commanding that the nuisance be abated. A copy of such order of abatement shall be served on the party maintaining the nuisance.
- (4) *Effect of noncompliance.* In the event of a refusal to comply with the order of abatement issued by the Municipal Court, the person maintaining the nuisance shall be subject to arrest for violation of state law.

(Code 2005, § 33-102)

**Sec. 24-3. Summary abatement.**

Nothing contained in section 24-2 shall prevent the Municipal Court from summarily and without notice ordering the abatement of or abating any nuisance per se in the law or where the case is an urgent one and the health and safety of the public or a portion thereof is in imminent danger.

(Code 2005, § 33-103)

**Sec. 24-4. Findings regarding unsafe, unsanitary or abandoned buildings, dwellings or structures.**

Under the authority of O.C.G.A. § 41-2-9, the City specifically adopts by reference and incorporates in this section the provisions of O.C.G.A. §§ 41-2-7 through 41-2-17. These provisions are adopted as if specifically set forth in their entirety in this section.

(Code 2005, § 33-104)

**Sec. 24-5. Duties of Director of Planning and Development.**

- (a) Pursuant to the authority of O.C.G.A. § 41-2-9, the City Council does hereby designate the Director of Planning and Development as the public officer with the authority to enforce the provisions of section 24-4. The Director of Planning and Development may determine, under existing ordinances, that dwellings, buildings, or structures are unfit for human habitation or are unfit for its current commercial, industrial, or business use if he finds that conditions exist in such buildings, dwellings, or structures which are dangerous

or injurious to the health, safety, or morals of the occupants of such dwellings, buildings, or structures; of the occupants of neighborhood dwellings, buildings, or structures; or of other residences of the City. Such conditions may include the following, without limiting the generality of the foregoing:

- (1) Defects therein increasing the hazards of fire, accidents, or other calamities;
  - (2) Lack of adequate ventilation, light, or sanitary facilities;
  - (3) Dilapidation;
  - (4) Disrepair;
  - (5) Structural defects; and
  - (6) Uncleanliness.
- (b) The public officer designated by this chapter may determine, under existing ordinances, that a dwelling, building, or structure is vacant, dilapidated, and being used in connection with the commission of drug crimes upon personal observation or report of a law enforcement agency and evidence of drug crimes being committed.
- (c) Within the context of this chapter, the public official shall utilize the existing codes of the City to the standard for satisfaction of the provisions of this chapter, including, but not limited to, the electrical codes, building codes, and fire codes previously adopted by the City Council.

(Code 2005, § 33-105)

**Sec. 24-6. Powers of Director of Planning and Development.**

The Director of Planning and Development is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter and O.C.G.A. §§ 41-2-7, et seq., in addition to others:

- (1) To investigate the dwelling conditions in the City in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial, or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;
- (2) To administer oaths and affirmations, to examine witnesses, and to receive evidence;
- (3) To enter upon premises for the purpose of making examinations; provided, however, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession;
- (4) To appoint and affix the duties of such officers, agents, and employees as he deems necessary to carry out the purposes of this chapter; and
- (5) To delegate any of his functions and powers under this chapter to such officers and agents as he may designate.

(Code 2005, § 33-106)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY DISCUSSION

**Item:** Purchase Agreement to sale Abandoned Right of Way for University Center Lane to the Board of Regents

**Department:** City Administration

**Date of Meeting:** Wednesday, October 9, 2024

**Fiscal Impact:** \$105,000

**Presented By:** Chuck Warbington, City Manager

**Action Requested:** Approval of the Purchase Agreement to sale Abandoned Right of Way for University Center Lane to the Board of Regents for \$105,000. Authorization for Mayor or City Manager to execute any needed documents, which are subject to approval by the City Attorney.

**Summary:** Staff from GGC approached the City with interest in acquiring the recently abandoned right of way of University Center Lane. The Board of Regents owns all property surrounding this abandoned right of way.

The City obtained an appraisal of the property indicating a value of \$105,000.

**Attachments:**

Option to purchase – University Center Lane – Sept 2024.pdf

Signed – RES-2024-10\_Abandonment of Municipal Street University Center Lane.pdf

University Central Lane Plat.pdf



Counterpart No. \_\_\_\_ Of \_\_\_\_\_  
Original Executed Counterparts.  
Counterpart Of The \_\_\_\_\_.

File No. 62\_\_-02RCA-MB-\_\_\_\_ - \_\_\_\_ ( \_\_\_\_\_ )

**STATE OF GEORGIA;  
COUNTY OF FULTON:**

**OPTION FOR THE PURCHASE OF IMPROVED REAL PROPERTY**

THIS OPTION FOR THE PURCHASE OF IMPROVED REAL PROPERTY, hereinafter referred to as this "Agreement", is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CITY OF LAWRENCEVILLE, GEORGIA, whose address for purposes of this Agreement is 70 South Clayton Street, Lawrenceville, Georgia 30046, Party of the First Part herein collectively referred to as "Seller", and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, Party of the Second Part, herein referred to as "Purchaser", whose address for purposes of this Agreement is 270 Washington Street, Atlanta, Georgia 30334.

**WITNESSETH THAT:**

WHEREAS, Seller is the owner of certain improved real property described on Exhibit A, attached here to and incorporated by reference herein (the "Property"); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of TEN DOLLARS (\$10.00), hereinafter referred to as the "Option Sum," for which Purchaser will receive a credit at the Closing, the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which both parties respectively agree constitutes sufficient consideration received at or before the execution hereof, the parties do hereby agree as follows:

1.  
DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement, will have the meanings set forth in this provision numbered 1 unless otherwise expressly provided.

1.1 "Agreement" means this Option for the Purchase of Real Property and all exhibits attached hereto.

1.2 "Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under the provision numbered 10.

1.3 "Closing Date" means the time and date, established under the provision numbered 10, when the purchase and sale contemplated by this Agreement is to be consummated.

1.4 "Date hereof" means the date appearing in the first sentence of this Agreement.

1.5 "Day", "month" and "year" means calendar day, calendar month and calendar year.

1.6 "Environment" means navigable waters, waters of the contiguous zone, ocean waters, natural resources, surface waters, ground water, drinking water supply, land surface, subsurface strata, ambient air, both inside and outside of buildings and structures, and plant and animal life on earth.

1.7 "Environmental Law" shall mean any applicable Federal, State foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the Environment or public health and safety, including but not limited to the release or threatened release of Hazardous Substances into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated hereunder, and Amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of Titles 26 U.S.C., 33 U.S.C., and 42 U.S.C., and in 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §432); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of Titles 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.).

1.8 "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

1.9 "Herein", "hereof", "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole, and not to any particular provision hereof, unless expressly indicated otherwise.

1.10 "Indemnified Parties" shall mean Purchaser, the State of Georgia, the State Tort Claims Trust Fund, the State Authority Operational Liability Fund, the State Insurance and Hazard Reserve Fund, the State Employee Broad Form Liability Fund, and their officers, employees, directors and agents; and "Indemnified Party" shall mean any one of the Indemnified Parties

1.11 "Marketable" title means title which is in fact good and marketable, and which is shown by the record to be marketable. Marketability will be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

1.12 "Option" means the irrevocable, sole and exclusive right granted by Seller to Purchaser pursuant to the terms of this Agreement.

1.13 "Permitted Title Exceptions" means those Title Defects subject to which Purchaser agrees to accept title to the Property and which are set forth in EXHIBIT "B" attached hereto, incorporated herein, and by this reference made a part hereof.

1.14 "Property" means the tract of land more particularly described in EXHIBIT "A", attached hereto, incorporated herein and by this reference made a part hereof, including but not limited to, all improvements and appurtenances, and the right of ingress thereto and egress therefrom.

1.15 "Purchase Price" means the amount which Purchaser agrees to pay to Seller, and Seller agrees to accept from Purchaser, for the Property as provided in the provision numbered 5.

1.16 "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the Environment

1.17 "Threat of Release" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

1.18 "Title Defect" means any lien, encumbrance, security interest or title, charge, reservation, lease, tenancy, easement, right-of-way, use, encroachment, restrictive covenant, condition, limitation, special assessment and any other burden, right, or privilege, including matters revealed by a physical inspection of the Property and matters of survey, which could or would be considered exceptions or exclusions to a policy of title insurance or objections to Seller's fee simple title to the Property.

2.  
GRANT OF OPTION

Seller hereby grants unto Purchaser the irrevocable, sole and exclusive Option to purchase the Property upon the terms and conditions set forth herein.

3.  
TERM OF OPTION

The term of the Option will begin on the date hereof and will end at 5:00 o'clock p.m., prevailing legal time in Atlanta, Georgia on the one hundred eightieth (180th) day thereafter.

4.  
EXERCISE OF OPTION

4.1 Exercise. Purchaser may exercise the Option at any time during the term of the Option by giving notice thereof to Seller in the manner hereinafter provided. Upon the exercise of the Option by Purchaser, this Agreement will automatically constitute a contract between Seller and Purchaser for the sale and purchase of the Property upon the terms and conditions set forth herein. Seller hereby acknowledges that Purchaser may not exercise the Option until Purchaser has been authorized to do so by formal approval of the Board of Regents of the University System of Georgia.

4.2 Failure To Exercise The Option. If Purchaser does not exercise the Option before the end of the term of the Option, this Agreement will end, and neither party will have any further obligation hereunder.

5.  
PURCHASE PRICE

The Purchase Price is ONE HUNDRED FIVE THOUSAND AND NO/100(\$105,000.00).

6.  
PLAT OF SURVEY

A plat of boundary line survey of the Property will be prepared at the request and expense of Purchaser (the "Survey"). The Seller shall have the right to approve the Survey for the purpose of confirming that the Survey is consistent with the legal description attached hereto as Exhibit "A". The description of the Property to be inserted in or made a part of the Seller's deed will also be drawn from said plat in its final form. Upon request of Purchaser, and provided Seller has approved the Survey, the Seller will also provide a quitclaim deed utilizing the legal description drawn from the Survey.

7.  
COVENANTS AND WARRANTIES

7.1 Covenants. Seller hereby covenants and agrees with Purchaser as follows:

7.1.1 At all times prior to the Closing, Seller will perform and discharge all obligations imposed upon Seller under all laws, ordinances, rules, regulations or orders of court affecting the Property or the ownership or maintenance thereof.

7.1.2 Seller will not lease, encumber, transfer or assign or enter into any agreement to lease, encumber, transfer or assign the Property or any interest therein.

7.1.3 At all times prior to the Closing, Purchaser, acting through its officers, employees, independent contractors and authorized representatives, will have the right to enter upon the Property for the purpose of making inspections, surveys, soil tests and such other tests as Purchaser may deem necessary or desirable. In the exercise of such privilege, Purchaser will have the right to place survey markers on the Property. Purchaser shall be responsible for any damage during such entries pursuant to the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.*, as it may be amended or repealed.

7.2 Warranties. To induce Purchaser to exercise the Option, Seller makes the following representations to the actual knowledge of the \_\_\_\_\_, who will execute this Agreement:

7.2.1 To Seller's best knowledge, Seller is vested with good and marketable and insurable fee simple title to the Property, free and clear of all Title Defects except the Permitted Title Exceptions. Marketability is to be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

7.2.2 Seller has the full right, power and authority to enter into this Agreement and to execute the terms and provisions hereof.

7.2.3 There are no actions, suits or proceedings, at law or in equity, filed in any court against Seller or of which Seller has notice, which affect the title to or any portion of the Property nor any actions or proceedings pending in or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, either domestic or foreign, which affect the Property, including but not limited to, water, sewage, street paving or power improvements, health, pollution, hazardous materials use, or environmental protection and Seller has no knowledge of any threatened or pending governmental proceedings which would impair or curtail the full and free access to the Property from public streets, roads or other rights-of-way.

7.2.4 Purchaser shall cause an appropriate environmental audit and if appropriate, inspections, to be conducted of the Property and will provide, if Seller requests, a copy to Seller at no expense to Seller. To the best of actual knowledge \_\_\_\_\_, who will execute this Agreement, Seller represents that:

(a) Intentionally deleted;

(b) Intentionally deleted;

(c) Seller has not received any notification, whether direct or indirect, pursuant to any Environmental Laws that any of its Property are or may be related to or subject to any investigation or evaluation by any governmental authority or other person as to whether any Remedial Action is or may be needed to respond to a Release or threaten Release of Hazardous Substance into the Environment; or (2) any fine or penalty should be levied on, or proceeding commenced, related to or arising from any past operation of the Property;

(d) To the knowledge of Seller, based on reasonable investigation there has not been a Release or threatened Release of Hazardous Substances into the Environment for which the Purchaser may become responsible;

(e) There is not now at the Property: (A) any generation, treatment, recycling, storage or disposal of any Hazardous Substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility (past or Present) for the temporary or permanent storage, treatment or disposal of Hazardous Substances; (c) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyls (PCB) used in hydraulic oils, electrical transformers or other equipment; or (F) any Release or threatened Release of Hazardous Substance to the Environment in form or quantity requiring Remedial Action under Environmental Laws.

(f) To the knowledge of the Seller, there is no basis or reasonably anticipated basis for any action, suit, claim, penalty, fine, investigation or proceeding with respect to any Environmental Law, or obligation to remediate conditions under Environmental Laws.

(g) Seller acknowledges that Purchaser does not have actual or constructive notice or knowledge of the present or past existence of any matter addressed in this Section 7.2.4. other than those which may be disclosed by Purchaser's environmental inspection; and

(h) Purchaser shall have the right to conduct, at its own cost and expense, Environmental Assessments as necessary to identify the existence of actual or potential sources of liability in the Environment of the Property. Seller herein authorizes Purchaser, its agents and contractors to enter the Property for the purpose of conducting said Environmental Assessments and agrees to provide Seller with all information in Seller's possession or within Seller's knowledge, based on reasonable inquiry, concerning the Premise's prior use(s). If, based upon information obtained from any assessment or any other information available, Purchaser determines, within Purchaser's sole discretion, that Purchaser is not willing to expose Purchaser to the risk of the actual or potential liability of the Environment of the Property, Purchaser shall have the option of:

(1) Terminating this Agreement prior to closing by giving written notice of its election to do so; or

(2) Intentionally deleted.

7.2.5 There are no taxes, assessments or liens of any type whatsoever, arising out of or in connection with the Property or Seller's use thereof which are presently due and payable.

7.2.6 There are no easements, deeds, covenants, agreements or restrictions of any nature whatsoever which may now or hereafter limit access to the Property from any adjoining public way or interfere with Purchaser's use of the Property.

7.2.7 The Property are presently served by water, sewer, electricity and natural gas in such quantities and with such facilities that all reasonable demand for utilities service to improvements upon the Property may be met.

7.2.8 The Property abut on and have vehicular access to a public road.

7.2.9 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution of this Agreement and the closing of the sale and purchase contemplated hereunder. Seller further warrants that Seller has not participated in any "step" or "strawman" transactions or any other actions designed or intended to artificially inflate the value of the Property.

7.2.10 Seller will refrain from taking any action which would cause or threaten to cause any such warranties to become incorrect or untrue at any time during said period.

8.

RISK OF LOSS AND DAMAGE

8.1 Risk of Loss. Pending exercise of the Option by Purchaser and thereafter through and including the Closing Date, the risk of loss will remain with and be assumed by Seller.

8.2 Damage. In the event the Property, or a portion thereof, is destroyed or damaged by fire or other casualty prior to the Closing, then Purchaser, at its option, may elect between the following remedies:

8.2.1 To cancel this Agreement, whereupon the parties will have no further obligation hereunder; or

8.2.2 To close the purchase and sale contemplated under this Agreement without any reduction of the Purchase Price.

9.

TITLE EXAMINATION

9.1 Securing of Title Insurance Commitment. Following Purchaser's exercise of the Option, Purchaser will have a period of sixty (60) days within which to examine the title to the Property and to secure a commitment in writing, from an American Land Title Association title insurer of Purchaser's choice, for the issuance of an owner's policy of title insurance, committing to insure, at its standard rates or less, Purchaser and the title to be conveyed by Seller to Purchaser pursuant to this Agreement, free and clear of all Title Defects, except the Permitted Title Exceptions, and further committing to insure said title as to those matters which may be revealed by an inspection or survey of the Property.

9.2 Curing of Title Defects and Fulfillment of Requirements. Upon receipt by Purchaser of the said commitment for title insurance (hereinafter sometimes referred to as the "commitment"), Purchaser will promptly provide a copy of said commitment to Seller and will simultaneously advise Seller which, if any, of the Title Defects set forth in the commitment as exceptions thereto, Purchaser will waive. Seller acknowledges that Purchaser has no obligation to waive any such Title Defects. Seller shall give Purchaser notice of its intent to cure or not cure any title objections within fifteen (15) days after receipt by Seller of Purchaser's title objection notice; but if Seller does



not give this notice within such fifteen (15) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that Seller fails to cure any such objections, Purchaser may (i) terminate this Agreement, or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. .

9.3 Subsequent Title Examination. Purchaser will have the right to examine the title from time to time subsequent to Purchaser's initial title examination and to give Seller notice of any additional Title Defects (hereinafter referred to as "Additional Title Defects") which may appear of record or of which Purchaser may otherwise acquire knowledge. Purchaser's notice to Seller of any such Additional Title Defects may be in the form of a copy of an endorsement to the commitment. Seller shall give Purchaser notice of its intent to cure or not to cure any Additional Title Defects within fifteen (15) days after receipt by Seller of Purchaser's notice of Additional Title Defects but if Seller does not give this notice within such fifteen (15) day period, then Seller shall be deemed to elect not to cure any Additional Title Defects. In the event that Seller fails to cure any such Additional Title Defects. In the event that Seller fails to cure any such Additional Title Defects, Purchaser may (i) terminate this Agreement, or (ii) waive such Additional Title Defects and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. In the event Seller elects to cure any Additional Title Defects, the Closing may be extended for a period not to exceed thirty (30) days to allow Seller an opportunity to cure such Additional Title Defects.

9.4 Action By Purchaser And Assistance By Seller. Nothing in this Agreement will prohibit Purchaser from undertaking to cure any Title Defects or to satisfy any commitment requirements in an effort to facilitate the Closing. Seller further hereby covenants affirmatively that, upon request by Purchaser, Seller will assist Purchaser in all reasonable ways to cure any Title Defects and to fulfill such commitment requirements. Such action by Seller will include, but will not be limited to, the execution, and/or cancellation, and delivery of all such documents as Purchaser will reasonably request or as the title insurer will require in the commitment. Purchaser will have the same thirty (30) day period within which to cure any Title Defects and to satisfy those commitment requirements which Purchaser has elected to cure and to satisfy, as well as such additional period as Purchaser will deem necessary. Purchaser may, by notice to Seller, postpone the Closing Date to allow Purchaser such additional period; provided however, that Purchaser will not postpone the Closing Date for more than sixty (60) days, unless Seller will agree in writing to such further postponement, and provided further that Purchaser will have no affirmative obligation to undertake to cure any Title Defects or to satisfy such commitment requirements or to continue in any attempts so to do, once undertaken.

9.5 Failure To Cure Title Defects Or To Fulfill Requirements. If Seller fails to cure the Title Defects not waived by Purchaser, or if Purchaser has undertaken and been unable to cure such Title Defects, or if Seller cannot or will not fulfill the commitment requirements and Purchaser is unable or elects not to do so, all within the periods hereinabove set forth, then Purchaser, by written notice to Seller, may elect among the following remedies:

- 9.5.1 To waive any remaining, uncured Title Defects and to purchase the Property subject thereto;
- or
- 9.5.2 To cancel this Agreement, in which event neither party hereto will have any further obligation hereunder.
- 9.5.3 Intentionally deleted.

10.  
THE CLOSING

10.1 Closing Date. The Closing Date will be on or before the ninetieth (90th) day following Purchaser's exercise of this Option, unless postponed as hereinabove provided or by Purchaser upon written notice to Seller; provided however, that Purchaser will not extend closing by more than sixty (60) days without the consent of Seller. The Closing Date, and the time and place of the Closing, will be designated by Purchaser, and notice thereof will be given to Seller not less than one (1) day prior to the designated Closing Date. Purchaser will designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the said Closing Attorney will represent Purchaser at the Closing.

10.2 Closing Costs. Prior to or at the Closing, Seller and Purchaser will respectively pay the following costs:

10.2.1 Expenses of Seller. Seller will pay the following expenses:

- (a) The cost of paying off and satisfying any mortgage indebtedness for which the Property are pledged as security;
- (b) Fees of the Seller's attorneys;
- (c) Costs for filing and recording of the limited warranty deed and any other documents or instruments which Purchaser deems necessary or desirable to place of record;
- (d) Intentionally deleted.
- (e) All other costs actually incurred by Seller.

10.2.2 Expenses of Purchaser. Purchaser will pay the following expenses:

- (a) Fees and expenses of Purchaser's attorney;
- (b) Premiums for any title insurance;
- (c) The costs and expenses of any survey obtained by Purchaser; and
- (d) Any other costs and expenses actually incurred by Purchaser.

10.3 Prorated Items. The following items will be prorated at the Closing: None.

10.4 Deliveries At Closing. At the Closing, Seller and Purchaser will each deliver to the other the following:

10.4.1 Delivery by Purchaser to Seller. At the Closing, Purchaser will tender to Seller the Purchase Price in the manner set forth in the provision numbered 10.5 below.

10.4.2 Delivery by Seller to Purchaser. At the Closing, Seller will properly execute and deliver to Purchaser the following:

- (a) A limited warranty deed, naming as Grantee therein the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, and conveying to Purchaser good, marketable and insurable fee simple title to the Property, free and clear of all Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived by written notice to Seller. Marketability will be determined in accordance with Georgia law and the State Bar of Georgia Title Standards.

(b) An owner's affidavit executed by Seller or the appropriate representative of Seller in a form satisfactory to Purchaser and sufficient to enable Purchaser to have deleted from its policy of title insurance any exception for unfilled mechanics' and materialmens' liens and to permit the issuance at the Closing of the title insurance policy referred to in the provision numbered 9.1 hereof.

(c) Such resolutions or other documents as Purchaser will reasonably request to evidence and to confirm Seller's power and authority to execute and deliver this Agreement and all of the agreements, instruments and documents contemplated herein to be executed and delivered by Seller.

(d) State of Georgia Real Estate Transfer Tax Declarations in the form required by Georgia law.

(e) Cancelled originals of all notes or other evidence of indebtedness for which the Property were pledged or deeded as security and quitclaim deeds executed by and releasing all the interest in and claims to the Property of any lenders or mortgagees.

(f) All other quitclaims, releases, agreements, affidavits and other documents, all appropriately executed, necessary to enable Purchaser to comply with all commitment requirements and to have deleted from its policy of title insurance all exceptions for Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived by written notice to Seller.

(g) Any applicable IRS forms such as Forms 1099 and 8283.

10.4.3 Other Documents. In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller will execute such other documents as may be reasonably required by counsel for either party to effectuate the purposes of this Agreement.

10.5 Payment of the Purchase Price. At the Closing, Purchaser will wire to the escrow account of the Closing Attorney the amount of the Purchase Price. The closing attorney will prepare and issue checks drawn on the said escrow or trust account as necessary for the payment of the expenses of Seller referenced in the provisions numbered 10.2.1 (a), (c) and (d) above. The closing attorney will deduct the sum of those expenses from the sum of the Purchase Price and will issue a wire order to the account of Seller's choice and at Seller's cost, in an amount equal to the difference between these two sums.

11.  
DELIVERY OF POSSESSION

At the Closing, Seller will deliver the Property to Purchaser in the same condition as the Property exist on the date hereof, normal wear and tear excepted. The Property shall be delivered free and clear of any occupancy or claim to occupancy by any person, and Sellers shall have caused any such person to quit and leave the Property before the Closing Date.

12.  
CONTINGENCIES

The obligation of Purchaser to close the sale and purchase contemplated by this Agreement is subject to the following conditions:

12.1 Timely Performance by Seller. The timely and continuing performance by Seller of each and every covenant, agreement and obligation imposed upon Seller in this Agreement.

12.2 Truth and Accuracy. The truth and accuracy as of the date hereof and as of the Closing Date of each and every warranty made by Seller in this Agreement.

12.3 Approval of the Board of Regents of the University System of Georgia. The express approval of the Board of Regents of the University System of Georgia prior to the exercise of the Option by Purchaser, for which approvals the Purchaser will exercise good faith efforts to secure, and for which Seller agrees to cooperate as necessary in the approval process. Purchaser will notify Seller of the decision of the Board of Regents.

12.4 Georgia Environmental Policy Act. Purchaser will exercise good faith efforts to secure administrative and substantive compliance and any necessary approvals pursuant to the Act. However, shall Purchaser determine that it will not be able to utilize the property for the purposes intended under conditions imposed pursuant to the Act and the administrative processes thereunder, then Purchaser may, by written notice to Seller, terminate this agreement prior to closing, and neither party shall thereafter have any further obligation hereunder.

13.  
DEFAULT

If, following Purchaser's exercise of the Option, the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect, as its sole and exclusive remedy, to cancel this Agreement, whereupon Purchaser and Seller will be relieved of all liability hereunder.

Purchaser will also have the right to cancel this Agreement if any of Seller's representations or warranties made herein prove to be untrue in whole or in part, either as of the date hereof or subsequent thereto. Purchaser's rights of cancellation, as set forth in this provision numbered 13 will be in addition to and not in limitation of other provisions of this Agreement granting Purchaser the right to cancel this Agreement.

14.  
BROKERAGE FEES

Seller represents and warrants that with respect to the Property described herein and the subject matter hereof that any obligations of the Seller incurred by or for real estate brokers or agents for commissions or finders fees, whether disclosed or not, shall be the sole responsibility of the Seller. To the extent any such fees are owing, Seller shall immediately notify Purchaser as to the amount owed and the party to whom owed and Seller shall indemnify and hold Purchaser harmless from all such commissions and fees.

15.  
NOTICES

Purchaser or Closing Attorney may give oral notice of the Closing Date. All other notices to be given under and pursuant to this Agreement will be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices will be addressed to the party to be notified at the address first set forth hereinabove, and the date upon which such notice is delivered will be deemed the date thereof. Either party may, from time to time, by five (5) days' prior

notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

16.  
ASSIGNMENT

Except as herein provided, Seller will not transfer or assign all or any of its right, title or interest hereunder or delegate any of its duties or obligations hereunder without the prior written consent of Purchaser, which consent will not be unreasonably withheld. Purchaser may, without the consent of Seller, transfer or assign this Agreement or any of Purchaser's rights or duties hereunder to another agency, department or authority of the State of Georgia without Seller's consent.

17.  
RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.

18.  
NON WAIVER

No failure of Purchaser to exercise any right or power given to Purchaser under this Agreement, or to insist upon strict compliance by Seller with the provisions of this Agreement, and no custom or practice of Seller or Purchaser at variance with the terms and conditions of this Agreement, will constitute a waiver of Purchaser's right to demand exact and strict compliance by Seller with the terms and conditions of this Agreement.

19.  
CONTINUITY

Each of the provisions of this Agreement, specifically including, but not limited to the Option herein granted, will be binding upon and inure to the benefit and detriment of Purchaser and Seller and the heirs, devisees, legatees, legal representatives, successors and assigns of Purchaser and Seller.

20.  
DATE FOR PERFORMANCE

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.

21.  
TIME OF THE ESSENCE

All time limits stated herein are of the essence of this Agreement.

22.  
EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at

which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

23.  
SEVERABILITY

If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24.  
SURVIVAL

All provisions of this Agreement will survive the Closing and will not be merged into the documents executed and delivered by the parties at the Closing.

25.  
CAPTIONS

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

26.  
GEORGIA AGREEMENT

This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.  
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

28.  
NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

29.  
SPECIAL STIPULATIONS

The Special Stipulations set forth on EXHIBIT "C" to this Agreement are incorporated by reference and made a part of this Agreement. Insofar as such Special Stipulations conflict with any other provisions of this Agreement, such Special Stipulations will override such conflicting provision.



30.  
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussion, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee or agent of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Seller and Purchaser and incorporated in and by reference made a part hereof.

31.  
EXECUTION

The individual(s) executing this Agreement on behalf of Seller represent and warrant to Purchaser that such individuals have personal knowledge of the matters stated in this Agreement, and if Seller is a corporation, partnership or other legal entity, the individual(s) represent and warrant that they are authorized to execute this Agreement on behalf of Seller.

IN WITNESS WHEREOF, Seller has caused these presents to be duly signed, sealed and delivered on the day, month and year first above written.

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
in our presence:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Public Seal Affixed Here)

**LIST OF EXHIBITS**

Exhibit:

- A Legal Description of Property
- A-1 Copy of Drawing or Survey
- B Title Commitment
- C Special Stipulations

**EXHIBIT "A"**  
**Legal Description**

**EXHIBIT "A-1"**  
**Copy of Drawing or Survey**

**EXHIBIT "B"**

**Title Commitment**

[To be Supplied]

**EXHIBIT "C"**  
**Special Stipulations**

[None]



**RESOLUTION RES-2024-10**

**RESOLUTION OF ABANDONMENT OF MUNICIPAL STREET  
University Center Lane**

**WHEREAS**, the Mayor and Council of the City of Lawrenceville have determined that a portion of roadway known as University Center Lane (aka Collins Industrial Lane) from the intersection of that street with the existing right-of-way of Collins Industrial Way to its intersection with a cross street also known as University Center Lane has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as part of the municipal street system; and

**WHEREAS**, the Mayor and Council of the City of Lawrenceville have determined that the abandonment and closing of the street as shown on the plat which is attached hereto as Exhibit "A" is in the best interest of the citizens of the City of Lawrenceville;

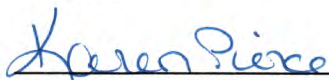
**NOW THEREFORE**, the Council of the City of Lawrenceville hereby resolves and ordains that the portion of University Center Lane (aka Collins Industrial Lane) as shown on Exhibit "A" which is attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-210 following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to or maintained by any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action.

**IT IS FURTHER RESOLVED AND ORDAINED** that the Council hereby authorizes the Mayor, City Manager, City Clerk, and the City Attorney to take such action and execute such documents as are necessary to dispose of the abandoned property in accordance with the laws of the State of Georgia and the City of Lawrenceville or to otherwise use the property in the manner that serves the best interest of the City. Any deed disposing of said property shall contain a provision that the transfer is subject to all existing utility easements.

**IT IS SO RESOLVED AND ORDAINED** this 19<sup>th</sup> day of August, 2024.

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

ATTEST:

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

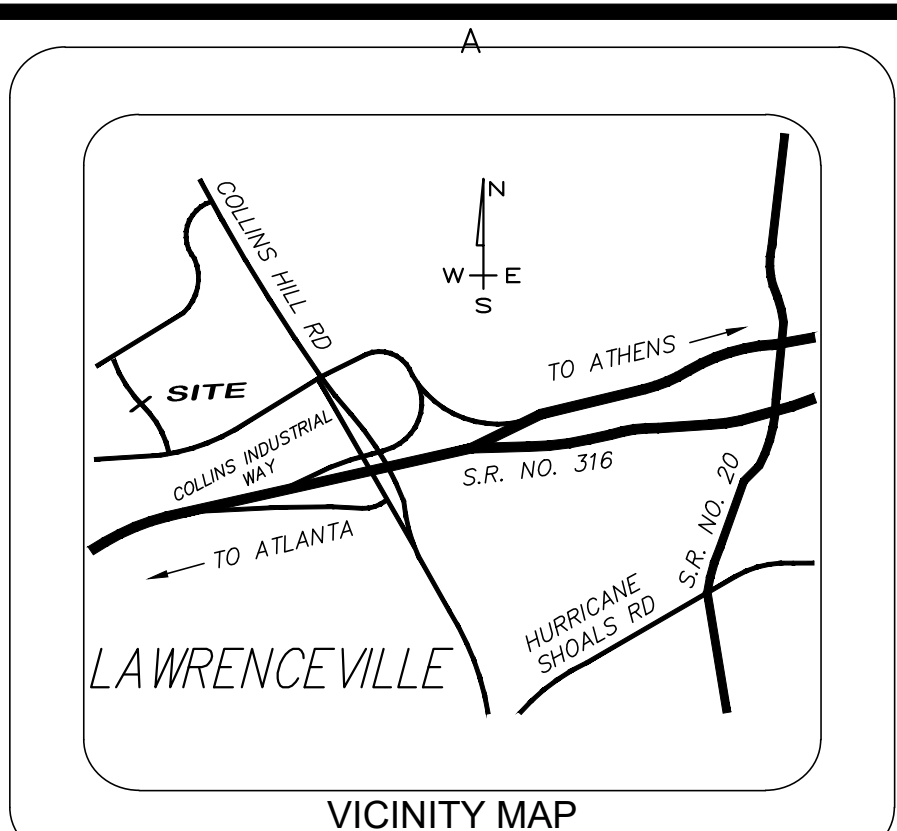
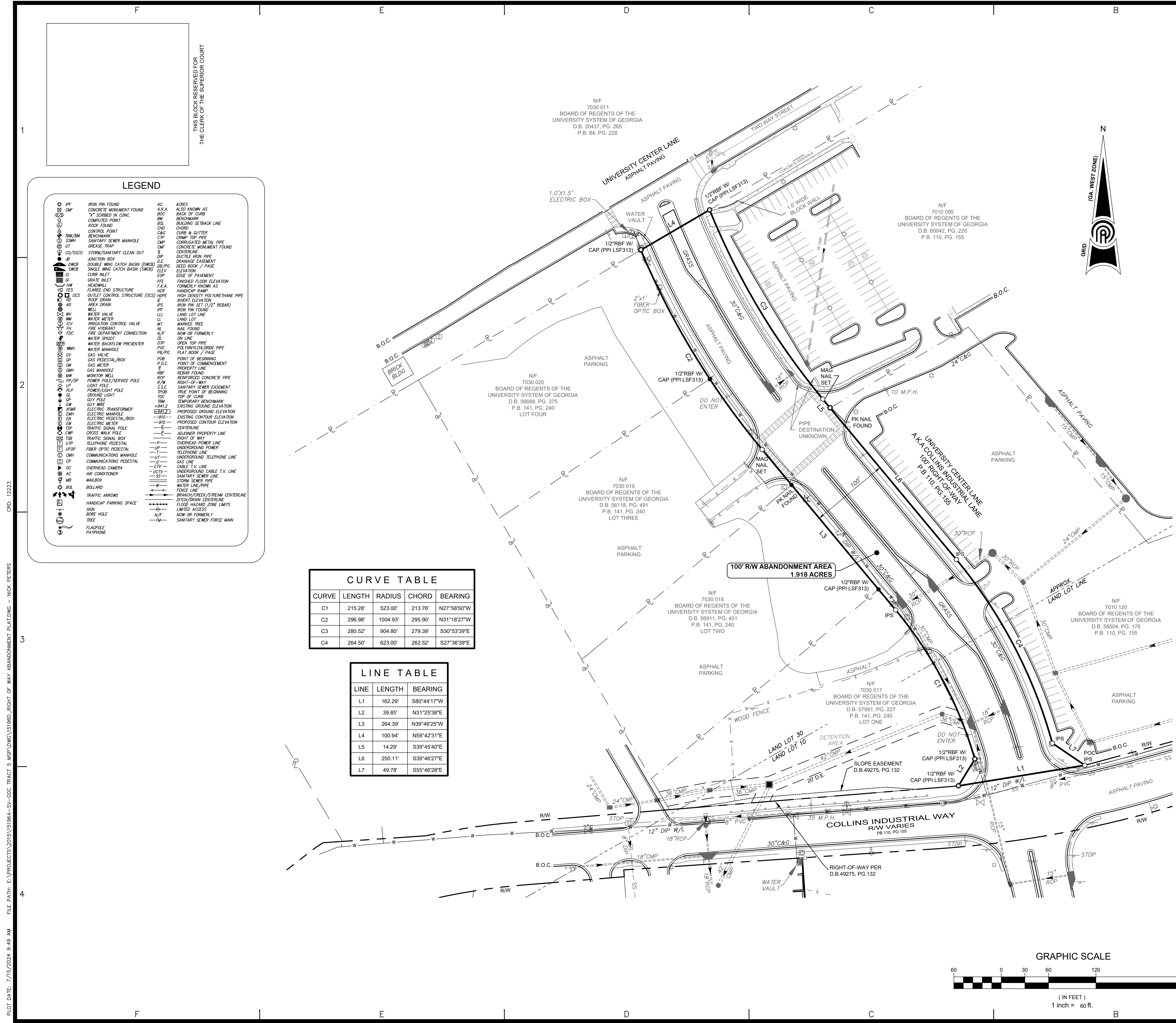
# Exhibit A

## Plat of Abandoned Street









**LEGEND**

⊙	IRON PIN FOUND	AC	ADRES
⊙	CONCRETE FOUNDATION	AKA	ALSO KNOWN AS
⊙	CONCRETE FOUNDATION	B.O.C.	BACK OF CURB
⊙	CONCRETE FOUNDATION	B.S.	BENCHMARK
⊙	CONCRETE FOUNDATION	B.S.L.	BUILDING SETBACK LINE
⊙	CONCRETE FOUNDATION	C&G	CURB & GUTTER
⊙	CONCRETE FOUNDATION	C&P	C&P
⊙	CONCRETE FOUNDATION	C&M	CORROGATED METAL PIPE
⊙	CONCRETE FOUNDATION	C&E	CONCRETE FOUNDATION
⊙	CONCRETE FOUNDATION	C&S	C&S
⊙	CONCRETE FOUNDATION	C&D	C&D
⊙	CONCRETE FOUNDATION	C&F	C&F
⊙	CONCRETE FOUNDATION	C&G	C&G
⊙	CONCRETE FOUNDATION	C&H	C&H
⊙	CONCRETE FOUNDATION	C&I	C&I
⊙	CONCRETE FOUNDATION	C&J	C&J
⊙	CONCRETE FOUNDATION	C&K	C&K
⊙	CONCRETE FOUNDATION	C&L	C&L
⊙	CONCRETE FOUNDATION	C&M	C&M
⊙	CONCRETE FOUNDATION	C&N	C&N
⊙	CONCRETE FOUNDATION	C&O	C&O
⊙	CONCRETE FOUNDATION	C&P	C&P
⊙	CONCRETE FOUNDATION	C&Q	C&Q
⊙	CONCRETE FOUNDATION	C&R	C&R
⊙	CONCRETE FOUNDATION	C&S	C&S
⊙	CONCRETE FOUNDATION	C&T	C&T
⊙	CONCRETE FOUNDATION	C&U	C&U
⊙	CONCRETE FOUNDATION	C&V	C&V
⊙	CONCRETE FOUNDATION	C&W	C&W
⊙	CONCRETE FOUNDATION	C&X	C&X
⊙	CONCRETE FOUNDATION	C&Y	C&Y
⊙	CONCRETE FOUNDATION	C&Z	C&Z
⊙	CONCRETE FOUNDATION	AA	AA
⊙	CONCRETE FOUNDATION	BB	BB
⊙	CONCRETE FOUNDATION	CC	CC
⊙	CONCRETE FOUNDATION	DD	DD
⊙	CONCRETE FOUNDATION	EE	EE
⊙	CONCRETE FOUNDATION	FF	FF
⊙	CONCRETE FOUNDATION	GG	GG
⊙	CONCRETE FOUNDATION	HH	HH
⊙	CONCRETE FOUNDATION	II	II
⊙	CONCRETE FOUNDATION	JJ	JJ
⊙	CONCRETE FOUNDATION	KK	KK
⊙	CONCRETE FOUNDATION	LL	LL
⊙	CONCRETE FOUNDATION	MM	MM
⊙	CONCRETE FOUNDATION	NN	NN
⊙	CONCRETE FOUNDATION	OO	OO
⊙	CONCRETE FOUNDATION	PP	PP
⊙	CONCRETE FOUNDATION	QQ	QQ
⊙	CONCRETE FOUNDATION	RR	RR
⊙	CONCRETE FOUNDATION	SS	SS
⊙	CONCRETE FOUNDATION	TT	TT
⊙	CONCRETE FOUNDATION	UU	UU
⊙	CONCRETE FOUNDATION	VV	VV
⊙	CONCRETE FOUNDATION	WW	WW
⊙	CONCRETE FOUNDATION	XX	XX
⊙	CONCRETE FOUNDATION	YY	YY
⊙	CONCRETE FOUNDATION	ZZ	ZZ

**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	215.28'	523.00'	213.76'	N27°58'50"W
C2	296.96'	1004.93'	295.90'	N31°18'27"W
C3	280.52'	904.80'	279.39'	S30°53'39"E
C4	264.50'	623.00'	262.52'	S27°36'39"E

**LINE TABLE**

LINE	LENGTH	BEARING
L1	162.29'	S80°44'17"W
L2	39.85'	N31°25'38"E
L3	264.39'	N39°46'25"W
L4	100.94'	N59°42'31"E
L5	14.29'	S39°45'40"E
L6	250.11'	S39°46'27"E
L7	49.78'	S55°46'28"E

**PROPERTY INFORMATION:**  
PORTION OF UNIVERSITY CENTER LANE

**PLAT & DEED REFERENCES:**  
SUBDIVISION PLAT OF 318 INDUSTRIAL PARK PREPARED BY M.V. INGRAM ENTERPRISES, INC. LAST REV. 7/22/05. PLAT BOOK 110, PAGE 155.  
MINOR SUBDIVISION PLAT FOR DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE PREPARED BY PRECISION PLANNING, INC., DATED 12/18/2017. RECORDED IN PLAT BOOK 141, PAGE 240.

ALTA/ACS LAND TITLE SURVEY FOR GEORGIA BOARD OF REGENTS. PREPARED BY PRECISION PLANNING, INC., DATED 10/08/15.

SURVEY FOR THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, PREPARED BY PRECISION PLANNING, INC., DATED 06/28/18, REVISED 06/28/2019.

ALTA/ACS LAND TITLE SURVEY FOR BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA & AUGUSTA TITLE, INC., PREPARED BY PRECISION PLANNING, INC., DATED 05/24/22.

OTHERS AS NOTED ON SURVEY.

THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO RETRACE THE BOUNDARY LINES OF THE SUBJECT PROPERTY AND ADJACENTS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION. MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.

**SURVEY NOTES:**  
1) ALL AREA INCLUDES EASEMENTS WITHIN.  
2) 1/2" RFB WITH YELLOW PLASTIC CAP. LABELED PPI PROPERTY CORNER LSF 313 SET AT ALL PROPERTY CORNERS AS DENOTED IPS OR MAG NAIL SET, UNLESS OTHERWISE NOTED.  
3) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.  
4) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

**EQUIPMENT USED:**  
A TRIMBLE S6 ROBOTIC TOTAL STATION & A CARLSON BRX7 GNSS MULTI-FREQUENCY (L1, L2 & L5) RECEIVER, CONNECTED TO THE eGPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

**FIELD CLOSURE STATEMENT:**  
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,625 & AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT & WAS ADJUSTED USING LEAST SQUARES.  
THE FIELD SURVEY WAS COMPLETED ON 05/08/2024.

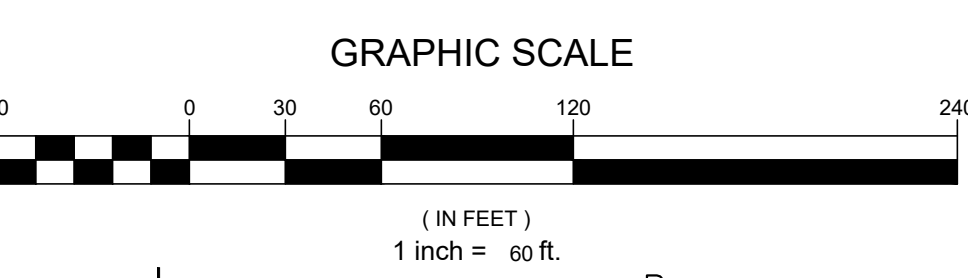
**PLAT CLOSURE STATEMENT:**  
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 276,988 FEET.

**HORIZONTAL & VERTICAL DATUM:**  
HORIZONTAL: NORTH AMERICAN DATUM (NAD83) GEORGIA STATE PLANE, WEST ZONE.  
VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988. ORTHOMETRIC HEIGHTS WERE COMPUTED USING GEOID 12B.  
UNIT OF MEASUREMENTS IS U.S. SURVEY FOOT.  
DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.  
THE DATUMS FOR THIS SURVEY WERE ESTABLISHED UTILIZING GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK (VRS) PROVIDED BY eGPS SOLUTIONS.

**FLOOD NOTE:**  
BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES WITHIN A 100-YEAR FLOOD HAZARD AREA PER FIRM PANEL 13135C0073F, DATED SEPTEMBER 29, 2006. SUBJECT PROPERTY LIES WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.  
THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATIONS OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PURSUANT TO RULE 1806.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.



PRECISION PLANNING, INC. - ALL RIGHTS RESERVED.

THESE DOCUMENTS AND PERMITTED REPRODUCTIONS ARE THE PROPERTY OF PRECISION PLANNING, INC. ANY UNAUTHORIZED REPRODUCTION OR DISTRIBUTION OF THESE DOCUMENTS IS STRICTLY PROHIBITED. ANY USER OF THESE DOCUMENTS SHALL BE DEEMED TO HAVE AGREED TO THESE TERMS AND CONDITIONS. PRECISION PLANNING, INC. IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS INFORMATION.

PRECISION PLANNING, INC. No. L50003450 1/16/2024

STAMP

PRECISION PLANNING, Inc. - architects - surveyors

Georgia Land Surveying Firm COA # LSF000313 400 Pike Boulevard, Lawrenceville, GA 30046 770.338.8000 • www.pplius.com • info@pplius.com

CITY OF LAWRENCEVILLE

LAND LOT 10 & 30, 7th LAND DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA

RIGHT-OF-WAY ABANDONMENT PLAT

SHEET TITLE

CHECKED DEJ

DRAWN NAP

BRP

RELEASE

DATE NO. DESCRIPTION

05/20/2024 DATE

S15196D PPI PROJECT NO.

1 of 1

GRID: 12223

FILE PATH: E:\PROJECTS\2015\15196A-SV-GCC TRACT 5 MSP\DWG\15196A-SV-GCC TRACT 5 MSP\RIGHT OF WAY ABANDONMENT PLAT.DWG - NICK PETERS

PLOT DATE: 7/15/2024 9:49 AM





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GEBERAL CITY DISCUSSION

- Item:** Memorandum of Understanding (MOU) with Aurora Theatre for the Downtown Facilities and Grounds Supervisor
- Department:** City Administration
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** Funding available in Organization Unit 1001565 – Government Buildings
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approval of the Memorandum of Understanding with the Aurora Theatre for the conversion of the Downtown Facilities and Grounds Supervisor to the City.

**Summary:** This MOU with Aurora Theatre is to convert the current Facilities Maintenance Supervisor currently required by the Operation Agreement and employed by the Aurora to a City position renamed as the Downtown Facilities and Grounds Supervisor.

While this position will now be a part of the City, this MOU does not otherwise modify the Operation Agreement and all other provisions of the of the Operation and Lease Agreement including but not limited to all financial responsibilities of Aurora for maintenance of the Lawrenceville Arts Center.

**Fiscal Impact:** Funding is provided in 1001565 (Government Buildings) in the amount of \$147,818 for the new Maintenance Tech Supervisor position. Funding includes salary, benefits, equipment, and capital.

**Attachment:**  
MOU

# Memorandum of Understanding (MOU) for the Downtown Facilities and Grounds Supervisor (formerly the Facilities Maintenance Supervisor)

**Parties:**

This **Memorandum of Understanding** (MOU) is entered into between **Aurora Theatre Inc** (referred to as "Aurora ") and **The City of Lawrenceville** (referred to as "the City") related to the required **Facilities Maintenance Supervisor** position required by the City in the Operation Agreement. The effective date of the MOU is October 1, 2024.

**Purpose:**

This MOU amends the Operation Agreement between the parties dated July 23,2021 to remove the Facilities Maintenance Supervisor as outlined in the Operation Agreement as a required employee of Aurora and provide that certain duties of that employee will be assumed by a City employee to be known as the **Downtown Facilities and Grounds Supervisor (DFGS)**. This MOU will be required to be approved by City Council and the Aurora. While this position will now be a part of the City, this MOU does not otherwise modify the Operation Agreement and all other provisions of the Operation Agreement and the Lease referenced in the Operation Agreement will remain in full force and effect, including but not limited to all financial responsibilities of Aurora for maintenance as outlined in the Lease and Operation Agreement.

**Responsibilities:**

The DFGS will be an employee of the City of Lawrenceville as of October 1, 2024 and as of that date will no longer be an employee of Aurora. As an employee of the City, the Downtown Facilities and Grounds Supervisor will assume the following responsibilities at the Lawrenceville Arts Center Complex:

- *General Repairs:* Perform paint touchups, resolve toilet clogs, and conduct wall/door cleaning as needed.
- *Plumbing:* Address plumbing issues promptly and effectively.
- *Electrical:* Manage electrical maintenance tasks and troubleshoot electrical problems.
- *Fire Inspections/Maintenance:* Ensure compliance with fire safety regulations and conduct routine inspections.
- *Rigging Inspections:* Conduct inspections of rigging equipment and ensure compliance with safety standards and schedule annual maintenance.
- *Quoting and Contracting for Facility and Grounds Vendor Services:* Obtain quotes and manage contracts for vendor services as required.



- *HVAC Contract Management*: Serve as the contract manager for HVAC systems at the Lawrenceville Arts Center Complex.
- *HVAC Control and Settings Alterations*: Manage HVAC settings and make necessary alterations for optimal performance.
- *Generator Maintenance Contract Management*: Oversee generator maintenance contracts.
- *Grease Trap Contract Management & Scheduling*: Manage grease trap contracts and schedule maintenance as needed.
- *Ice Machine Cleaning & Sanitation*: Perform semi-annual cleaning and quarterly sanitation of ice machines.
- *Water Filter Replacement*: Replace water filters every 3-6 months based on filter type.
- *Facilities Budget Management & Allocations*: Work with Aurora and the City to manage the facilities budget and allocate funds appropriately.
- *Scheduling Additional Cleaning Services*: Arrange floor, window, and carpet cleaning services as required.
- *Scheduling and On-Call Services for Elevators & Chair Lifts*: Schedule maintenance and on-call services for elevators and chair lifts.
- *Annual Roof Cleanings*: Arrange for annual roof cleanings to remove heavy buildup sediment/debris.
- *Quoting/Bidding for Facility Improvements or Renovations*: Obtain quotes and manage bidding processes for facility improvements or renovations.
- *Security and Fire Interface and Plans*: Keep records, manuals, and logs updated for maintenance needs.
- *Housekeeping Oversight*: Serve as Point of contact for housekeeping and maintenance vendors. Provides thorough instructions and expectations to cleaning staff. Maintain proper documentation and logs for continued housekeeping services and sessions.
- *Documentation*: Maintain documentation and records or logs, as appropriate for any work done under any other category herein as well as being the custodian for all receipts for facilities maintenance.

Aurora may request these services from the DFGS but shall not direct the DFGS to take specific actions. The activities listed above will be coordinated and scheduled by the City along with the additional duties of the DFGS. **The following duties that were the responsibility of the Facilities Maintenance Supervisor when employed by Aurora shall be reassigned to the Complex General Manager who shall engage Aurora Theatre staff:**

- Artist House Lawn Care
- Artist House HVAC Maintenance (Filters & Annual Maintenance)
- Artist House General Repairs
- Manage hard keys and door codes for access control
- Administer the CardAccess 4k System and CardPresso for access control.
- Scene Shop HVAC Annual Maintenance & Filter Changes
- Lift Inspections Scheduling & Oversight (Genie & Skyjack)
- Adobe Account Management and License Allocation
- IT Point of Contact
- Ring Central Point of Contact and Administration
- Exterior Banner Replacement
- Art Installation and Coordination
- Keg Tap Cleaning
- Campus Security

**Termination and Hiring:**

The City will work in partnership with Aurora regarding annual review and any termination or potential new hire for the position of DFSGS, but the ultimate decision on all matters related to the employment of the DFSGS lies with the City.

**Review and Amendment:**

This MOU may be reviewed and amended as necessary by mutual agreement between Aurora and the City of Lawrenceville.

**Understanding:**

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

Each Party will work together in a coordinated fashion for the fulfillment of the Agreement.

**Signatures:**

\_\_\_\_\_  
Aurora Theatre Representative Signature

\_\_\_\_\_  
Aurora Theatre Representative Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
City Representative Printed

\_\_\_\_\_  
Date



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 9, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

- Item:** Honest Alley Activation Study
- Department:** Planning and Development
- Date of Meeting:** Wednesday, October 9, 2024
- Fiscal Impact:** Study- \$99,928.00 from FY2024
- Presented By:** Helen Balch, Deputy Director of Planning and Development
- Action Requested:** Review for adoption in December 2024.

**Summary:** The City of Lawrenceville was awarded a grant from the Atlanta Regional Commission (ARC) for the work to be accomplished within the LCI study, all the necessary services provided in the grant support the tactical study of LCI related programs and projects within the Lawrenceville LCI Area such as BP4. Alley Network Extension as a pedestrian route as well as a placemaking feature:

The activation of Honest Alley and a continuation of alleys to the west will provide an exclusive back of house pedestrian experience as well as a placemaking opportunity for outdoor cafes and public art. The alley network could become an integral part of the downtown fabric, adopting the existing historic character of downtown and creating additional social spaces for City-sponsored events. These alleys may include elements such as brick pavers, café lights, permanent planters, and murals created by local artists.

**Fiscal Impact:** Budgeted as a Capital Improvement Project for \$1,000,000.00 over the next two years.

**Concurrences:** Once approved, the Engineering Department will manage the improvement project.

**Attachments/Exhibits:**  
Presentation to be provided at meeting.