

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 25, 2023

Publication Date: September 21, 2023

TIME: 6:30 p.m.

DATE: September 25, 2023

PLACE: City Hall Conference Room 145

I. CALL TO ORDER

II. REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Georgia Environmental Protection Division Presentation on the Recycling, Waste Reduction, and Diversion (RWD) Grant Program [Bender]
- b) Update of Ongoing Projects [Bender]
- c) Maintenance and Upkeep of the Towne Green [Warner]
- d) Review of the Procedure for Monitoring New Construction Projects and Policy for Correction of Ordinance Violations [Emanuel]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 25, 2023

Publication Date: September 21, 2023

TIME: 7:30 p.m.
DATE: September 25, 2023
PLACE: Council Chambers

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. CEREMONIAL MATTERS

a) PRO 2023-15 – Diamond in The Rough

V. MINUTES

Approve the Minutes of the August 14, 2023 Meetings and the September 11, 2023 Special Called Meetings for the Appeal Hearings of Applications for License to Sell Alcoholic Beverage by the Package

VI. INVITED GUESTS

- a) Gwinnett County Department of Transportation – Transit Update
- b) Bobby Howard
- c) Sonia Lopez

VII. COMMITTEE / DEPARTMENT REPORTS

VIII. APPROVAL OF THE AGENDA

IX. PUBLIC HEARING

None

X. CONSENT AGENDA (Please see *Note)

XI. OLD BUSINESS

XII. NEW BUSINESS

- a) Mayor's Nomination and Council Confirmation of Dale Stanley to Parks and Recreation Board Post 1 with a Term Expiration Date of June 1, 2025 [Bender]
- b) Consideration and Action on Approval of a 3-Year Lease Agreement With Christmas Décor for Leasing of Christmas Decorations [Bender]
- c) Consideration and Action on Intergovernmental Agreement with Gwinnett County for a Lease of the Second Floor of the Elizabeth Williams Library [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

• Section 2-53

Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.

• Decorum

You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
SEPTEMBER 25, 2023

September 25

Council Meeting

Monday, September 25, 2023

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

September 26

Planning Commission Meeting - Canceled

Tuesday, September 26, 2023

7:30 pm – Council Chambers, City Hall

September 30

Farmers' Market

Saturday, September 30, 2023

8:30 am to 12:30 pm – Towne Green

October 1

Broadcast of 9/25/23 Council Meeting

Sunday, October 1, 2023

Watch the broadcast of the 9/25/2023 Council Meeting on Comcast Channel 25 at 6:30 pm

October 6

Food Truck Friday

Friday, October 6, 2023

4:00 pm – Towne Green

October 8

Sunday Night Lights

Sunday, October 8, 2023

6:00 pm – Briscoe Park

October 9

Council Meeting

Monday, October 9, 2023

6:30 pm Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall



CITY OF SNELLVILLE

Proclamation

PRO 2023-15

DIAMOND IN THE ROUGH, LLC

WHEREAS, Snellville-based Diamond In The Rough's vision is to impact and transform the lives of girls and families globally, while creating a unique culture that fosters community and celebrates sisterhood; and

WHEREAS, Diamond In The Rough has a goal to impact and transform the lives of girls and families in a rich and powerful way; and

WHEREAS, with two decades on the front line working with schools, churches, and the community, the organization serves as a group mentoring model for organizations around the world; and

WHEREAS, the organization's award-winning programs and projects have received recognition at the highest levels and have impacted nearly 10,000 girls and families since its inception and an additional 20,000 with indirect services; and

WHEREAS, the organization's founder Dr. Nicole Steele has committed her life to helping empower the next generation of young girls as they transition from adolescence to womanhood and it is her belief that despite the challenges that young girls face today, when they have a true understanding of their value and tap into their full potential, they can overcome any odds, and become the bright, beautiful gems God created them to be; and

WHEREAS, on Saturday, September 9, 2023 Diamond In The Rough officially kicked off its 20th year as a mentoring program.

NOW, THEREFORE, I, Mayor Bender and the City Council of the City of Snellville, Where Everybody's Proud to be Somebody, do hereby congratulate Diamond In The Rough for mentoring and guiding young girls in Snellville, and those around the world, for 20 years.



ATTEST:

Barbara Bender, Mayor

Tod Warner, Mayor Pro Tem

Cristy Lenski, Council Member

Solange Destang, Council Member

Dave Emanuel, Council Member

Melisa Arnold, City Clerk

Gretchen Schulz, Council Member



WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, AUGUST 14, 2023

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Planning and Development Director Jason Thompson, Public Works Director Craig Barton, Lieutenant Brian Rankin, Public Information Officer Brian Arrington and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:33 p.m.

REVIEW REGULAR BUSINESS MEETINGS AND PUBLIC HEARING AGENDA ITEMS

During discussion of the agenda Mayor Bender pointed out a typographical error in one of the ordinances for the public hearing. Consensus was to include the correction in the motion if needed.

REVIEW CORRESPONDENCE

None

CITY ATTORNEY'S REPORT

Attorney Ross said there is a large Quality of Life Court being held on Thursday, August 17th and said that he needs an Executive Session.

DISCUSSION ITEMS

Update of Ongoing Projects [Bender]

City Manager Sanders gave an update on the Towne Center and several other projects.

Update from the Christmas Decoration Committee [Bender]

Council Member Lenski gave a report on the Committee's discussions about types of decorations and locations as well as the various costs. Mayor Bender asked for a breakdown of the costs involved.

City Public Communications [Bender]

Mayor Bender asked about sending out City communications in Spanish going forward. Public Information Officer Brian Arrington said that he would work on that.

City of Snellville Administration Department

WORK SESSION OF MAYOR AND COUNCIL
MONDAY, AUGUST 14, 2023
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Discussion About Certain Businesses Having Cameras [Schulz]

Council Member Schulz asked about having gas stations put up cameras. City Attorney Chuck Ross said that he has reviewed the ordinances for Dekalb County and the City of Atlanta and he would like to study more before rendering a decision.

EXECUTIVE SESSION

Mayor Bender read the closed meeting notice into the record as follows:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).

Upon a motion by Council Member Emanuel, 2nd by Council Member Schulz, the meeting was closed, with all Council Members and the Mayor present and voting in favor.

The meeting was closed at 7:26 p.m.
The meeting reconvened at 7:33 p.m.

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Council Member Warner; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:33 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, AUGUST 14, 2023

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. Also present Assistant City Manager Matthew Pepper, City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Planning and Development Director Jason Thompson, Lieutenant Brian Rankin, Public Information Officer Brian Arrington, IT Administrator Erika Fleeman and City Clerk Melisa Arnold. (City Manager Butch Sanders was absent.)

CALL TO ORDER

Mayor Bender called the meeting to order at 7:38 p.m.

INVOCATION

Chaplain Elizabeth Hendrick with Christ Church gave the invocation.

PLEDGE TO THE FLAG

Council Member Emanuel led the Pledge of Allegiance.

CEREMONIAL MATTERS

None

MINUTES

Approve the Minutes of the July 24, 2023 Special Called Meetings and Regular Meetings
Council Member Emanuel made a motion to approve the minutes of the July 24, 2023 Special Called Meetings and Regular Meeting, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Council Member Schulz made a motion to approve the agenda of the August 14, 2023 meeting, 2nd by Council Member Emanuel; voted 6 in favor and 0 opposed, motion approved.

City of Snellville Administration Department

PUBLIC HEARING

Public Hearing on the 5-Year Update to the Snellville 2040 Comprehensive Plan, Adopted on 2-11-2019

Mayor Bender recognized Mr. Jim Summerbell with Jacobs who gave a brief overview of the process for the 5-year update to the 2040 Comprehensive Plan and explained how the public can get involved.

Mayor Bender opened the floor for public comment: Catherine Hardrick, 2280 Buckley Trail, Snellville asked how the stakeholders for the project were chosen.

No one else came forward so Mayor Bender closed public comment.

Mr. Summerbell spoke about the process for choosing stakeholders.

2nd Reading - RZ 23-03 SUP 23-02 – Consideration and Recommendation on applications by Split Silk Properties, LLC (applicant) representing Highpoint Development (contract purchaser) and The Kroger Company (property owner) requesting: to amend the Official Zoning Map from BG (General Business) District to MU (Mixed-Use) District; and Special Use Permit and variances from the Unified Development Ordinance for a mixed-use development consisting of 300 stacked flat units, 28 single-family residential townhomes, and 51,000 sq. ft. of commercial/retail buildings on a 22.85± acre site located at the intersection of U.S. Hwy. 78 (Athens Hwy.) and Rosebud Rd., 1000 Hwy. 78, Snellville, Georgia (Tax Parcel 5100 065)

Planning Director Thompson gave an overview of the application. He advised that the development meets the 2040 Comprehensive Plan. He advised there were some changes to the ordinance for RZ 23-03 and reviewed the variances and conditions. He noted a correction to variance number 5, a change in condition number 4 and the addition of conditions 12 and 13.

Mayor and Council asked questions about the application.

Jeff Timler, Split Silk Properties was present representing the applicant, Highpoint Development. After discussion, Applicant Charles Moore with Highpoint Development, 1776 Peachtree Street also came forward and spoke. He and Mr. Timler said they were amenable to the variances and conditions. Mr. Timler answered questions of Mayor and Council.

Mayor Bender opened the floor to public comment for those in favor and no one came forward.

Mayor Bender asked anyone in opposition to come forward to speak.

Hartley Faulbaum, 3278 Brooks Drive came forward. He said he was not necessarily opposed to the development but expressed concern about the exit onto Rosebud Road.

No one else came forward so Mayor Bender closed public comment.

Jeff Timler and Charles Moore both came forward to address the traffic concerns. They advised they are in discussions with adjacent property owners about alternatives.

Mayor Bender spoke about a meeting with Gwinnett County where they discussed potential developments and the traffic impact they would have on the intersections.

Council Member Lenski made a motion to approve RZ 23-03 with recommended variances 1 through 6 with an amendment to number 5 to read as follows; Approval of variance from Table 401-5.2 (Minimum Widths for New Streets and Project Access Improvements) to reduce the twenty-seven (27) feet pavement width (30 feet including curb and gutter) requirement to twenty-four (24) feet pavement width (27 feet including curb and gutter) also including staff recommended conditions 1 through 11 with the addition of 12 and 13 to read as follows:

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12 - Applicant will place signs prohibiting on street parking and signage directing visitors to the overflow parking to the north. Pavement width shall be 24' and 27' total to back of roll back curb and 13 - Any stormwater management facility that is located within 75' of a public right of way shall be screened with an opaque fence and heavily landscaped with evergreen trees and/or shrubs as approved by the Planning Director.

Mayor Pro Tem Warner seconded the motion, voted 6 in favor and 0 opposed, motion approved. (A copy of ORD 2023-08 is attached to and made a part of these minutes.)

Approved variances from ORD 2023-08 as follows:

1. Approval of variance/waiver from Sec. 401-3.4.C (Stub-out Streets) for the adjacent property to the west (Parcel 5101 571).
2. Approval of variance/waiver from Sec. 401-3.4.H (Inter-parcel Access) for the adjacent property to the west (Parcel 5101 571).
3. Approval of variance from Sec. 203-4.8 (Dimensional Standards) to increase the total maximum site density to not exceed fifteen (15) units per acre.
4. Approval of variance from Sec. 203-4.2.B.1 (Mixed-Use Requirement) to reduce the 25% minimum total floor area requirement for non-residential uses to 18%.
5. Approval of variance from Table 401-5.2 (Minimum Widths for New Streets and Project Access Improvements) to reduce the twenty-seven (27) feet pavement width (30 feet including curb and gutter) requirement to twenty-four (24) feet pavement width (27 feet including curb and gutter).
6. Approval of variance from Sec. 401-5.10.B (Residential Curbing) to allow roll- back curbs in front of the townhome units.

Approved conditions from ORD 2023-08 as follows:

1. The property shall be developed in general accordance with the rezoning site plan entitled "Highpoint - Zoning Plan, Snellville, Georgia", dated 5-16-2023 (stamped received 5-17-2023) in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the conceptual rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval, after submitting a Change in Conditions application and receiving recommendations by the Planning Department and Planning Commission.
2. The total site density for all dwelling units shall not exceed fifteen (15) units per acre maximum.
3. Two (2) car garages shall be required for the fee-simple single-family attached townhomes. Driveway length shall be a minimum of twenty-two (22) feet behind the sidewalk.
4. Solid waste dumpsters for the multi-family and commercial buildings shall be located at least 150 feet from the nearest townhome building.
5. A minimum four (4) to six (6) feet wide mulched greenway path shall be provided within the 150 feet impervious setback and extending from Highway 78 to the proposed wet detention pond.
6. The fee-simple townhomes shall not be subject to the requirements in Sec. 203-4.2.B.2. (Mixed-Use Requirement).

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MONDAY, AUGUST 14, 2023
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7. The stormwater management facility located at the southern portion of the site shall be designed as a wet extended detention facility, unless topographic, bedrock, or other preventive measures are present that require a dry pond.
8. After the 100th certificate of occupancy is issued for the multifamily project, the developer shall install the entrance boulevard and spine road as shown in Exhibit "B", a copy of which is attached hereto and incorporated herein by reference, before any additional certificates of occupancy are issued.
9. Uses involving adult entertainment, including the sale or display of adult magazines, books, videos and as further defined by the Adult Entertainment Ordinance in effect on the date this condition is imposed, are prohibited.
10. Signs higher than 15 feet or larger than 225 square feet are prohibited.
11. Applicant to coordinate Rosebud Road access with adjoining property owner (parcel 5100 023) with the intention of a shared access to Rosebud. Work to be designed and constructed in accordance with approval of Gwinnett DOT.
12. Applicant will place signs prohibiting on street parking and signage directing visitors to the overflow parking to the north. Pavement width shall be 24' and 27' total to back of roll back curb.
13. Any stormwater management facility that is located within 75' of a public right of way shall be screened with an opaque fence and heavily landscaped with evergreen trees and/or shrubs as approved by the Planning Director.

Council Member Schulz made a motion to approve SUP 23-02, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved. (A copy of ORD 2023-09 is attached to and made a part of these minutes.)

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

None

COUNCIL REPORTS

Council Members Destang, Lenski, Schulz, Emanuel and Mayor Pro Tem Warner each gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

The following people came forward to speak:
Steve Thomas, 2375 Stratford Lane, Snellville
Norman Carter, 2777 Nathaniel Way, Grayson

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Catherine Hardrick, 2280 Buckley Trail, Snellville
Ann LaFavor, 35 Patterson Rd., Ste 46293, Lawrenceville
Kathy Emanuel, 1313 Temple Johnson Rd, Loganville

EXECUTIVE SESSION

None

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 9:18 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



**SPECIAL CALLED WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 11, 2023**

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Planning and Development Director Jason Thompson, Chief Greg Perry, Public Information Officer Brian Arrington and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 4:03 p.m.

REVIEW PACKAGE STORE APPEAL HEARING PROCESS

City Attorney Chuck Ross reviewed the process for the appeal hearings. He advised that the lottery for the applicants that are approved will be held during the Monday, September 25, 2023 council meeting.

Mayor Bender advised that applicants will be heard in the following order:

1. Seth Wiredu - Niko's Wine Depot/Snellville Beverage – 1890 Rockdale Circle
2. Donald R. Camp - Snellville Beverage Store – 1945 Pharrs Road
3. Jatin Shah - Niko's Fine Spirits #2 – 2752 W. Main Street
4. Kelly Kautz - Snellville Beverage Center, LLC – 2145 East Main Street

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 4:30 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



SPECIAL CALLED MEETING OF MAYOR AND COUNCIL
APPEAL HEARINGS OF APPLICATION FOR LICENSE TO SELL ALCOHOLIC
BEVERAGE BY THE PACKAGE
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 11, 2023

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, City Attorney Chuck Ross with Powell and Edwards Attorneys at Law, Planning and Development Director Jason Thompson, Chief Greg Perry, Public Information Officer Brian Arrington and City Clerk Melisa Arnold.

A copy of the video for this meeting will be maintained and attached to these minutes.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:00 p.m.

City Attorney Ross explained the format of the hearings. He advised that Mayor and Council will either affirm or overturn the City Manager's decision and if any are over turned those applications will go in the "hopper" for a random selection of an alcohol license.

APPEAL HEARINGS BY APPLICANTS

Mayor Bender called the first case; Seth Wiredu - Niko's Wine Depot/Snellville Beverage – 1890 Rockdale Circle.

City Manager Sanders reviewed his decision and listed the reasons for denial.

Mayor and Council had no questions for the City Manager.

Sheila Francois, 4213 Scenic Mountain Drive, Snellville was present representing the applicant, Mr. Sethe Wiredu. Ms. Francois presented the case for appeal.

Mayor and Council asked questions of Ms. Francois.

Council Member Lenski made a motion to uphold the City Manager's decision to deny, 2nd by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved.

Mayor Bender called the second case; Donald R. Camp - Snellville Beverage Store – 1945 Pharrs Road.

City Manager Sanders reviewed his decision and listed the reasons for denial.

Mayor and Council had no questions for the City Manager.

Attorney Matt Reeves, Andersen, Tate & Carr, 1 Sugarloaf Center, Duluth was present representing the applicants, Dwight Harrison, Donald Camp, and Ronald Harrison. Mr. Reeves presented the case for appeal.

Mr. Ron Harrison, 1860 North Aiken Drive, Atlanta came forward to speak as the General Manager for their Loganville location.

Attorney Reeves finished his presentation and answered questions of the Mayor and Council.

City of Snellville Administration Department

SPECIAL CALLED MEETING OF MAYOR AND COUNCIL
APPEAL HEARINGS OF APPLICATION FOR LICENSE TO SELL ALCOHOLIC
BEVERAGE BY THE PACKAGE
MONDAY, SEPTEMBER 11, 2023
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Council Member Lenski made a motion to uphold the City Manager's denial, 2nd by Mayor Pro Tem Warner; voted 5 in favor and 1 opposed with Council Member Destang casting the opposing vote. The motion was approved.

Mayor Bender called for a 5-minute recess at 7:17 p.m.
The meeting reconvened at 7:22 p.m.

Mayor Bender called the third case; Jatin Shah - Niko's Fine Spirits #2 - 2752 W. Main Street. City Manager Sanders reviewed his decision and listed the reasons for denial. Mayor and Council had no questions for the City Manager. Attorney Warren Auld, 2814 Williams Place, Snellville was present representing the applicant, Mr. Jatin Shah. Attorney Auld presented their case for the appeal. Jatin Shah, 824 Olmstead Lane, Duluth spoke about the agreement with Gwinnett Clinic for the easement. Attorney Auld finished his presentation and answered questions of the Mayor and Council. Council Member Lenski made a motion to overturn the City Managers denial, 2nd by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved. This application stands approved.

Mayor Bender called the fourth case; Kelly Kautz - Snellville Beverage Center, LLC - 2145 East Main Street. City Manager Sanders reviewed his decision and listed the reasons for denial. Mayor and Council had no questions for the City Manager. Applicant, Kelly Kautz, 3085 Sawgrass Trail, Lilburn presented the case for the appeal. She asked that exhibits 1 through 42 be included on record for the appeal. (Attached to and made a part of these minutes.) Mayor and Council asked questions of Ms. Kautz. Council Member Destang made a motion to overturn the denial by the City Manager, 2nd by Mayor Pro Tem Warner; voted 6 in favor and 0 opposed, motion approved. The application stands approved.

Attorney Reeves, representing applicants Donald Camp and Dwight Harrison, came forward and asked their case be reconsidered. City Attorney Ross and Mayor Bender advised the hearings are complete and any appeal should be done with the Superior Court.

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:53 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk

Agenda Item Summary



Date: September 25, 2023

Prepared by: Butch Sanders

Agenda item: Christmas Decorations

Summary: This document just formalizes the agreement with Grant Decor for new decorations as negotiated by Cristy's committee. The end result is a beautifully decorated City and a reduction in our Public Works crew's time to the installation of the Town Green tree and decorations only.

Financial Impact: \$92,078.00/Year for three years

Recommendation: Review and approve the agreement

Action requested: VOTE to approve the agreement

Attachments: Included in packet



Grant Lawn & Decor Services
3811 Zingara Road NE
Conyers, GA 30012-1843

3-Year Agreement

08/30/2023

This agreement entered into by and between Christmas Decor by Grant Lawn & Decor Services, Inc. (herein after "Installer" and the City of Snellville (herein after "Customer") Witnessed that the parties hereto do mutually agree as follows:

ARTICLE I. TERM OF AGREEMENT

The term of this agreement schedule, with respect to each item of installation per Decorating Proposal.

Season 1: 2023-2024 Season 2: 2024-2025 Season 3: 2025-2026

This is for a term of 3 Christmas seasons, commencing in 2023 and Ending January 2026.

ARTICLE II. STATEMENT OF WORK

Installer shall install, maintain, remove, and store decorations and/or lights for customer listed above. Items and decorations to be installed are those approved on the Service Items Decorating Confirmation.

Please note that Installer will not store Pole Mounts.

The location of installation is the City of Snellville, including City Hall, Towne Green, The Grove, and various streets and signs with Pole Mounts and other decor.

Installation shall be started no earlier than September 1st and be completed no later than November 15th.

Removal shall be started after January 1st and completed no later than January 31st.

Installer shall not be liable for delays of installation or removal caused by weather or acts of God.

ARTICLE III. PAYMENTS

- A. Customer shall pay to Installer for the performance of this agreement a sum of \$92,078.00 in the first year (2023) which shall constitute total compensation to Installer, except as noted in the accompanying documents. Storage charges are included in bid prices, unless otherwise stated. No refunds apply.
- B. Customer shall pay to Installer for the performance of this agreement a sum of \$92,078.00 in the second year (2024) which shall constitute total compensation to Installer, except as noted in the accompanying documents. Storage charges are included in bid prices, unless otherwise stated. No refunds apply.
- C. Customer shall pay to Installer for the performance of this agreement a sum of \$92,078.00 in the third year (2025) which shall constitute total compensation to Installer, except as noted in the accompanying documents. Storage charges are included in bid prices, unless otherwise stated. No refunds apply.

PAYMENTS SHALL BE MADE AS FOLLOWS:

50% (1/2) \$46,039.00 (Total money due each year) DUE ON AUGUST 1ST , PRIOR TO INSTALLATION EACH YEAR, 2024 AND 2025.

50% (1/2) \$46,039.00 (Total money due each year) DUE WITHIN 10 DAYS IMMEDIATELY FOLLOWING INSTALLATION EACH YEAR.

NOTICE: CONFIRMATION OF INSTALLATION-

Name of person or persons that are authorizing to accept installation as completed.

A. _____

Title _____

B. _____

Title _____

ARTICLE IV. WARRANTY

Installer warrants that all work shall be performed in a workmanlike manner. This warranty shall remain in force for the term of this agreement. **There are no verbal warranties, expressed or implied.** Installer makes no warranties of the condition of the decorations resulting from normal wear and tear. However, it is the Installer’s practice to replace materials as needed.

ARTICLE V. INSURANCE

Installer shall obtain a policy of insurance insuring Installer and Customer against liability for loss suffered by third parties with respect to the installation in the amount of \$1,000,000. If Customer wishes to have any additional parties added to Installer’s Certificate of Insurance, there will be an added charge. The added charge is based on our insurance company’s rate at the time of the request. Any and all other insurance required by the Customer shall be the Customer’s responsibility and expense. Customer will be responsible for all acts of vandalism.

ARTICLE VI. SITE PREPARATION AND PLOT PLAN

The location specifics for the installation shall be furnished by the Customer and must be first approved by the Installer’s Foreman as the feasibility for such installations. Customer is responsible for bringing the appropriate power source to the point of installation. Further, Customer is responsible for securing any permission and permits necessary for proper installation from owners, lessees, lessors, city, state, or other governmental authority. Installer is given permission to install decoration, lights or hardware items included but not limited to face plates, cable, anchor plates, clips, guy wires etc. Hardware items must be left in place between seasons unless otherwise indicated here:

*

(Extra charge will apply to all items with a *)

ARTICLE VII. SUBCONTRACTORS AND ASSIGNMENTS

Installer has the option to assign all or part of its rights and obligations under the terms of this agreement. Any such assignment shall not relieve Customer of its duty of performance under any of the terms or conditions of this agreement. Installer is obligated to see that all conditions are fulfilled.

ARTICLE VIII. CONFLICT OF APPLICABLE LAW

If any paragraph or provision of this agreement is declared contrary to public policy or unenforceable in law or equity, then in that event, that portion shall be deleted from this agreement, and the remaining portions shall remain in full force and effect.

ARTICLE IX. DEFAULT

In the event of a default in the payment of any sums due hereunder, or in the performance of any other covenant herein, and if Customer fails to cure said default within three (3) days after written notice from Installer, or if Customer becomes insolvent, or ceases to do business as a going concern, or makes an assignment for the benefit of creditors or any proceeding or petition under the Bankruptcy Act as amended is filed by or against Customer, (including proceeding for reorganization, arrangement, or extension) then in such, Installer at its sole option, shall have the right to terminate this agreement as to any and all items of installation and Installer shall thereupon be entitled to recover from Customer the excess, if any, of the amount of payments reserved in the agreement for the balance of the stated term.

ARTICLE X. SERVICE CALL

There will be no charge for service calls for installation-related problems. There will be no charge for our normal bi-weekly (two times per month) service calls for up to the initial three months from the date of the seasonal installation. All bulb or light replacements are free during the three-month season. Any additional calls for service other than those covered above will be billed out at our standard hourly rate of \$95 per man hour for two workers and a truck with a one-hour minimum. Any extended installations requiring service will be calculated on an individual basis, plus bulb replacement.

ARTICLE XI.

All materials, supplies, decorations, and lights will be owned by the Installer. The Installer or Customer has the right to accept or reject an extension of this agreement at the end of this agreement upon newly agreed-on terms and conditions.

ARTICLE XII.

The cancellation fee for any part of this agreement will be 50% of the balance of the value of the cancelled contract and due and payable within 30 days of cancellation.

ARTICLE XIII. ADDITIONAL ITEMS

See the Service Items Decorating Confirmation.

EXECUTED THIS AGREEMENT ON DATE SET FORTH BY THEIR SIGNATURES BELOW:

Installation Company: Grant Lawn & Decor Services, Inc.

By: _____ Printed name: _____

Title: _____

Date: _____

Customer: City of Snellville

By: _____ Printed name: _____

Title: _____

Date: _____

Agenda Item Summary



Date: September 21, 2023

Prepared by: Matthew Pepper

Agenda item: Intergovernmental Lease Agreement with Gwinnett County for the second floor of the new library.

Background: This Intergovernmental Lease Agreement is for the lease of the second floor of the Library and Educational Building, consisting of approximately 22,500 square feet. The term of this agreement is 50 years. It does not prevent the City from subleasing the second floor.

Financial Impact: None.

Recommendation: Approval of the Intergovernmental Lease Agreement

Action requested: **VOTE** to approve the Intergovernmental Lease Agreement

Attachments: Intergovernmental Lease Agreement

INTERGOVERNMENTAL LEASE AGREEMENT

THIS **INTERGOVERNMENTAL LEASE AGREEMENT**, is made this _____ day of _____, 2023, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, (hereinafter referred to as the "COUNTY") and the CITY OF SNELLVILLE, a political subdivision of the State of Georgia, (hereinafter referred to as "SNELLVILLE").

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, pursuant to this authority, the County and Snellville entered into an Intergovernmental Agreement for a Library and Educational Building and Detached Parking Structure dated December 17, 2020 (hereinafter referred to as the "Towne Center Improvements IGA"), whereby the County and Snellville memorialized their agreements regarding the construction, ownership, operation and maintenance of a new branch of the Gwinnett County Public Library System (hereinafter referred to as the "Library") and educational space (hereinafter referred to as the "Educational Space") to be housed in a facility hereinafter referred to as the "Library and Educational Building" and of a shared detached parking structure; and

WHEREAS, Section 8.H. of the Towne Center Improvements IGA contemplates that certain post-closing agreements, including a lease of the Educational Space to Snellville, will be necessary for the

ongoing occupancy, use, operation, maintenance and repair of the facilities constructed pursuant to said intergovernmental agreement; and

WHEREAS, in furtherance of the Towne Center Improvements IGA, the parties now wish to enter into this Intergovernmental Lease Agreement whereby the County leases to Snellville that portion of the Library and Educational Building containing the Educational Space upon the terms and conditions upon which the parties have agreed that said property will be leased.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Snellville do hereby agree as follows:

1. LEASE OF PREMISES:

This Intergovernmental Lease Agreement is for the lease of the second floor of the Library and Educational Building, consisting of approximately 22,500 square feet, located at 2245 Wisteria Drive, Snellville, Georgia (hereinafter referred to as the “Premises”). In consideration of the rental payments herein received and the covenants contained herein, the County does hereby lease the Premises to Snellville and Snellville does hereby rent and take the Premises from the County, upon and subject to the covenants and conditions hereinafter set forth.

2. TERM:

The term of this Intergovernmental Lease Agreement shall begin on the date first set forth above and shall terminate on the fiftieth (50th) anniversary of said date, unless sooner terminated as hereinafter provided.

3. CONSIDERATION:

In consideration for the use of the Premises as provided in this Intergovernmental Lease Agreement, Snellville covenants and agrees to pay to the County an annual rent of One Dollar (\$1.00), payable on the date of the execution of this Intergovernmental Lease Agreement and each anniversary thereafter. As further consideration, Snellville agrees to use and maintain the Premises as set forth herein.

4. COMPLIANCE WITH THE TOWNE CENTER IMPROVEMENTS IGA:

Snellville agrees to use and maintain the Premises in full compliance with the Towne Center Improvements IGA, attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein. It is the intention of the parties that the terms and conditions set forth in Exhibit A, including but not limited to the following specifically referenced sections, set forth agreed upon terms and conditions of this Intergovernmental Lease Agreement.

- (a) The County and Snellville shall share responsibility for utilities and routine maintenance for the Premises as provided in Section 14 of Exhibit A.
- (b) The County and Snellville shall share responsibility for capital maintenance and repair of the Premises as provided in Sections 15 through 17 of Exhibit A.
- (c) Snellville may make changes to the interior design of the Premises in accordance with Section 18 of Exhibit A.
- (d) Snellville may make changes to the use of the Premises in accordance with Section 19 of Exhibit A.
- (e) Insurance coverage for the Premises shall be provided in accordance with Section 21 of Exhibit A.
- (f) In compliance with Section 24 of Exhibit A, the Premises shall be a non-smoking facility.

5. RIGHT OF ACCESS AND NO INTERFERENCE:

Beginning on the above-stated date and continuing until the termination of the Intergovernmental Lease Agreement, Snellville will have access to the Premises and the two (2) stairwells used for ingress to and egress from the Premises. Such access and use of the Premises by Snellville shall in no way interfere with the County's Library located on the first floor of the Library and Educational Building.

6. SUBLEASING AND ASSIGNMENT:

Snellville may sublease the Premises, or any portion thereof, only with the prior written approval of the County, which may be withheld, conditioned or delayed at its reasonable discretion. The County hereby delegates to the County Administrator authority to approve subleases on behalf of the County provided such sublease is in compliance with the terms of this Intergovernmental Lease Agreement and furthers the purposes as stated herein.

Snellville may assign its leasehold interest in the Premises only with the prior written consent of the County which shall not be unreasonably withheld, conditioned or delayed.

Any subtenant or assignee shall be required to strictly comply with all terms of this Intergovernmental Lease Agreement.

7. EARLY TERMINATION:

Snellville may terminate this Intergovernmental Lease Agreement before the expiration of the term by giving the County written notice and returning the Premises in an undamaged condition, normal wear and tear excepted.

8. NO HOLDOVER:

Snellville shall deliver possession of the Premises in good order and repair to the County upon termination or expiration of this Intergovernmental Lease Agreement.

9. NO WAIVER:

The failure of the County to insist upon strict compliance with the terms of this Intergovernmental Lease Agreement shall not constitute a waiver of any violation.

10. REMEDIES CUMULATIVE:

All remedies under this Intergovernmental Lease Agreement or by law or equity shall be cumulative. If a suit for any breach of this Intergovernmental Lease Agreement establishes a breach by Snellville, Snellville shall pay all expenses incurred in connection therewith including, without limitation, reasonable attorney's fees.

11. NOTICES:

Any notice required by this Intergovernmental Lease Agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail to the address listed below:

(a) If to the County:
County Administrator
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:
County Attorney
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

(b) If to Snellville:
City Manager
City of Snellville, Georgia
2342 Oak Road
Snellville, Georgia 30078

With a copy to:

12. ABANDONMENT:

The County shall have the right to store or dispose of any of any property remaining on the Premises after the expiration or termination of the Intergovernmental Lease Agreement. Any such property shall be considered the County's property and title thereto shall vest in the County.

13. GOVERNING LAW:

This Intergovernmental Lease Agreement shall be construed in accordance with the laws of the State of Georgia.

14. MODIFICATION:

This Intergovernmental Lease Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

15. SUCCESSORS AND ASSIGNS:

This Intergovernmental Lease Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. ENTIRE AGREEMENT:

This Intergovernmental Lease Agreement constitutes the entire agreement between the parties and no oral statements shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year first above written.

[Signatures on following page]

DRAFT

COMMISSIONERS **WINNETT COUNTY BOARD OF**

By: _____
Nicole L. Hendrickson, Chairwoman

Attest:

By: _____
Tina King, County Clerk

(Seal)

Approved as to Form:

By: _____
Jenny S. Carter, Deputy County Attorney

THE CITY OF SNELLVILLE

By: _____
Barbara Bender, Mayor

Attest:

By: _____
Melisa Arnold, City Clerk

(Seal)

Approved as to Form:

By: _____
City Attorney