



# AGENDA

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WORK SESSION  
OF MAYOR AND COUNCIL  
CITY OF SNELLVILLE, GEORGIA  
MONDAY, APRIL 14, 2025

Publication Date: April 10, 2025

TIME: 6:30 p.m.

DATE: April 14, 2025

PLACE: City Hall Conference Room 145

**I. CALL TO ORDER**

**II. REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING AGENDA ITEMS**

**III. REVIEW CORRESPONDENCE**

**IV. CITY ATTORNEY'S REPORT**

**V. DISCUSSION ITEMS**

- a) Update of Ongoing Projects [Bender]

**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**



# AGENDA

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PUBLIC HEARING & REGULAR BUSINESS MEETING  
OF MAYOR AND COUNCIL  
CITY OF SNELLVILLE, GEORGIA  
MONDAY, APRIL 14, 2025

Publication Date: April 10, 2025

TIME: 7:30 p.m.

DATE: April 14, 2025

PLACE: Council Chambers

**I. CALL TO ORDER**

**II. INVOCATION**

**III. PLEDGE TO THE FLAG**

**IV. CEREMONIAL MATTERS**

- a) PRO 2025-07 – Arbor Day
- b) PRO 2025-09 – Arab American Month
- c) Snellville Tourism and Trade Presentation

**V. MINUTES**

Approve the Minutes of the March 24, 2025 Meetings

**VI. INVITED GUESTS**

**VII. COMMITTEE / DEPARTMENT REPORTS**

**VIII. APPROVAL OF THE AGENDA**

**IX. PUBLIC HEARING**

- a) 2<sup>nd</sup> Reading - RZ 25-01 (ORD 2025-03) – Consideration and Action on Application by Split Silk Properties, LLC, Representing Sinocoin Investment, LLC (property owner) Requesting: A) to Amend the Official Zoning Map From RS-30 (Single-Family Residential) District to R-TH (Townhouse Residential) District; And B) Request for Variances from the Snellville Unified Development Ordinance for a 67-Unit Single-Family (Attached) Townhome Development On A 17.44 +/- Acre Site with a Density of 3.84 Units Per Acre, Located Near the Intersection of U.S. Highway 78 (Athens Highway) and Rosebud Road, 3,000 Block Rosebud Road, Snellville, Georgia (Tax Parcel R5100 023)

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL  
MONDAY, APRIL 14, 2025  
PAGE TWO

- b) 1<sup>st</sup> Reading - RZ 25-03 LUP 25-01 – Consideration and Action on applications by The Revive Land Group, LLC (applicant) and Chris Dusik (property owner) and Soren S. Thomas Living Trust (property owner) requesting: a) to amend the Snellville 2045 Future Land Use Map from Residential –Low Density to Residential –Medium Density; b) to amend the Official Zoning Map from RS-30 (Single-family Residential) District to RX (Mixed Residential) District; and c) variance from UDO Sec. 201-1.6(D)(1) to increase the front yard area used for driveways from 35% to 67% for townhomes and 40% for single-family detached homes. The proposed project is for a single-family residential community consisting of 28 single-family (detached) homes and 42 single-family (attached) townhomes on a 15.149± acre site with a gross density of 4.62 units per acre, 2587 and 2597 Lenora Church Road, Snellville, Georgia (Tax Parcels 5027 001 and 5027 001E)

**X. CONSENT AGENDA** (Please see \*Note)

**XI. OLD BUSINESS**

None

**XII. NEW BUSINESS**

- a) Consideration and Action on an Intergovernmental Agreement (IGA) with Gwinnett County for the Sewer Extension Project [Bender]  
b) Consideration and Action on RES 2025-07 - Waiving Building Permit Fees and Land Disturbance Fees For 16.96 Acres Located at Henry Clower Boulevard, Pine Street, and Church Street, Snellville, Georgia [Bender]  
c) Consideration and Action on Surplus of Police Department Vehicle [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  
APRIL 14, 2025**

**April 14**

**Council Meeting**

**Monday, April 14, 2025**

**6:30 p.m. Work Session – Conference Room 145, City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**

**April 16**

**Downtown Development Authority Meeting**

**Wednesday, April 16, 2025**

**4:30 p.m. – 2<sup>nd</sup> Floor Conference Room 259**

**April 20**

**Broadcast of April 14, 2025 Council Meeting**

**Sunday, April 20, 2025**

**Watch the broadcast on Comcast Channel 25 at 6:30 pm**

**April 22**

**Planning Commission Meeting**

**Tuesday, April 22, 2025**

**7:00 pm Work Session – Conference Room 145,**

**City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**

**April 26**

**Parks & Recreation – Cool Cars at Briscoe**

**Saturday, April 26, 2025**

**TW Briscoe Park - 11 a.m. until 3:p.m.**

**April 28**

**Council Meeting**

**Monday, April 28, 2025**

**6:30 p.m. Work Session – Conference Room 145, City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**

**May 4**

**Broadcast of April 28, 2025 Council Meeting**

**Sunday, May 4, 2025**

**Watch the broadcast on Comcast Channel 25 at 6:30 pm**

**May 12**

**Council Meeting**

**Monday, May 12, 2025**

**6:30 p.m. Work Session – Conference Room 145, City Hall**

**7:30 pm Meeting - Council Chambers, City Hall**



## CITY OF SNELLVILLE

# Proclamation

PRO 2025-07

### ARBOR DAY

**Whereas**, In 1872, the Nebraska Board of Agriculture set aside a special day for the planting of trees, and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**Whereas**, Arbor Day is now observed throughout the nation and the world, and

**Whereas**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**Whereas**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**Whereas**, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Whereas**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**THEREFORE**, I, Barbara Bender, Mayor of the City of Snellville, Georgia, Where Everybody is PROUD to be Somebody, join with our City Council and the Citizens of Snellville to hereby proclaim the day of April 25, 2025 as the celebration of ARBOR DAY in the City of Snellville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

**FURTHER**, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 14<sup>th</sup> day of April 2025.



ATTEST:

\_\_\_\_\_  
Barbara Bender, Mayor

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Norman A. Carter, Council Member

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Cristy Lenski, Council Member

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Gretchen Schulz, Council Member





## CITY OF SNELLVILLE

# Proclamation

PRO 2025-09

### HONORING NATIONAL ARAB AMERICAN HERITAGE MONTH

**WHEREAS,** for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

**WHEREAS,** Arab Americans have shared their culture and traditions with neighbors and friends, exemplifying resilient family values, strong work ethic, dedication to education, and variety in faith and creed that add strength to our great democracy; and

**WHEREAS,** Arab Americans enrich society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

**WHEREAS,** Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

**WHEREAS,** Celebrating Arab American ancestry and cultural heritage encourages people to counter misconceptions and to acknowledge the positive impacts of a more diverse society; and

**WHEREAS,** the incredible contributions and heritage of Arab Americans have helped us build a better nation; now

**THEREFORE, BE IT PROCLAIMED** that I, Barbara Bender, Mayor of the City of Snellville, Where Everybody's PROUD to be Somebody, do hereby join with City Council and the Citizens of Snellville to honor NATIONAL ARAB AMERICAN HERITAGE MONTH and encourage all residents to celebrate our unique and vibrant history and recommit ourselves to a shared future of healthy, peaceful, safe and sustainable communities for all.

Proclaimed this 14<sup>th</sup> day of April 2025.



ATTEST:

\_\_\_\_\_  
Barbara Bender, Mayor

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Norman A. Carter Jr., Council Member

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Cristy Lenski, Council Member

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Melisa Arnold, City Clerk

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Gretchen Schulz, Council Member

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## Agenda Item Summary

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**TO:** The Mayor and Council

**FROM:** Jason Thompson, Director  
Department of Planning and Development

**DATE:** April 14, 2025

**CASE:** #RZ 25-01 – Sinocoin Investment, LLC (65-Unit Townhome Development)

**STATUS:** Public Hearing (2<sup>nd</sup> Reading)

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Application from Jeff Timler, Split Silk Properties, LLC representing applicant and property owner Sinocoin Investment, LLC requesting to amend the Official Zoning Map from RS-30 (Single-family Residential) District to R-TH (Townhouse Residential) District and request for variances from the Snellville Unified Development Ordinance ("UDO") for a 65-unit single-family (attached) townhome development on a 17.44± acre site with a gross density of 3.73 units per acre and located near the intersection of U.S. Highway 78 (Athens Highway) and Rosebud Road in the 3,100 Block of Rosebud Road, Snellville.

2-17-2025 Alternate Plan Summary by Applicant: As discussed at the February 24 work session, we had shown an alternate plan reducing the road width to be consistent with Highpoint Development and asked for an alley reduction width from 16' to 14'. We understand there is little support to reduce the road width and will no longer request this reduction. We also asked for the alley reduction so we could create front setback architecture variation (offsets, so there isn't a wall of townhomes). However, a front setback reduction from 10' to 8' would achieve the same results and allow us to maintain a 16' alley width.

In summary, our only variance request, other than what the Planning Commission recommended for approval, is to reduce the front setback from 10' to 8' (Section 202-6.7).

**Financial Impact:** Site Development Permit fees; Building Permit fees; and Real Property Taxes

**Planning Department Recommendation:** Approval with Conditions

**Planning Commission Meeting  
And Recommendation:** January 28, 2025 (Approval with Conditions)



**Mayor and Council Meetings:**                      **Feb 10, 2025 (1<sup>st</sup> Reading)**  
   **Feb 24, 2025 (Tabled to Apr 14<sup>th</sup>)**  
   **Apr 14, 2025 (2<sup>nd</sup> Reading & Public Hearing)**

**Action Requested:**                                      **Consideration, Public Hearing and Action**

**Draft Ordinance:**                                      **Attached**

**Case Documents (website link):**

- Letter of Intent (12-13-2024)
- #RZ 25-01 Rezoning Application (12-13-2024)
- 12-17-2024 Property Boundary Survey (12-18-2024)
- Floor Plan A (12-13-2024)
- Floor Plan B (12-13-2024)
- Conceptual Townhome Elevations (12-13-2024)
- 10-28-2024 Rezoning Site Plan (12-13-2024)
- 12-9-2024 Color Rezoning Site Plan (12-13-2024)
- 12-5-2024 REVISED Rezoning Site Plan (01-16-2025)
- AMENDED Letter of Intent (01-16-2025)
- Jan 28 2025 Planning Department Case Summary & Analysis (01-21-2025)
- 11-29-2024 Traffic Impact Study (1-21-2025)
- Jan 28 2025 Planning Commission Case Report (02-03-2025)
- Feb 10 2025 Planning Department Case Summary & Analysis with Planning Commission Report (02-03-2025)
- *Official* Jan 28 2025 Planning Commission Regular Meeting Minutes (02-26-2025)
- Feb 24 2025 Planning Department Case Summary & Analysis with Planning Commission Report (02-13-2025)
- 2-17-2025 ALTERNATE Rezoning Site Plan (02-18-2025)

**STATE OF GEORGIA**

**CITY OF SNELLVILLE**

**ORDINANCE NO. 2025-03**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SNELLVILLE, GEORGIA, AS AMENDED, FOR A 17.44± ACRE TRACT OF LAND LOCATED IN LAND LOTS 100 AND 101 OF THE 5<sup>TH</sup> LAND DISTRICT, GWINNETT COUNTY, GEORGIA, 3,100 BLOCK ROSEBUD ROAD, SNELLVILLE, GEORGIA; TO GRANT VARIANCES; TO ADD CONDITIONS AFFECTING THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

<b>CASE NUMBER:</b>	#RZ 25-01
<b>LOCATION:</b>	3,100 Block Rosebud Road, Snellville, GA
<b>SIZE:</b>	17.44± Acres
<b>TAX PARCEL:</b>	R5100 023
<b>REQUESTED ZONING:</b>	R-TH (Townhome Residential) District
<b>DEVELOPMENT/PROJECT:</b>	65-Unit Single Family (Attached) Townhome Development
<b>APPLICANT/PROPERTY OWNER:</b>	Sinocoin Investment, LLC Atlanta, Georgia 30326
<b>CONTACT:</b>	Jeff Timler Split Silk Properties, LLC Loganville, Georgia 30052 678-772-0202 <a href="mailto:SplitSilkProperties@gmail.com">SplitSilkProperties@gmail.com</a>

**WHEREAS**, the governing authority of the City of Snellville, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the governing authority of the City of Snellville, Georgia desires to amend its official zoning map as it applies to the 17.44± acre tract of land located in 3,100 Block of Rosebud Road, Snellville, Georgia (Tax Parcel R5100 023) for a 65-unit single-family (attached) townhome development; and

**WHEREAS**, the R-TH (Residential Townhome) District is one of several zoning districts deemed appropriate for the property's *Highway 78 East Activity Center/Node* future land use map designation on the 2045 Comprehensive Plan Future Land Use Map for the City of Snellville, Georgia; and

**WHEREAS**, the governing authority of the City of Snellville, Georgia desires to grant variances from Article 2 of Chapter 200 and Article 1 of Chapter 400 of the Snellville Unified Development Ordinance; and,

**WHEREAS**, the health, safety, and welfare of the citizens of Snellville, Georgia, will be positively impacted by the adoption of this Ordinance; therefore:

**IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA**, and by the authority thereof:

**Section 1.** The Official Zoning Map for the City of Snellville, Georgia for the 17.44± acre tract of land described and shown on the rezoning site plan entitled "Snellville Townhomes, Rosebud Road, Snellville, GA 30078" dated 01-30-2025, revised 02-17-2025, stamped received FEB 18 2025 in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference is hereby amended and changed from RS-30 (Single-family Residential) District to R-TH (Townhome Residential) District, subject to the attachment of the following enumerated variances and conditions:

**VARIANCES:**

- A. UDO Sec. 202-6.7. (Building Setbacks): To reduce the 10-foot minimum front yard building setback to 8-feet.
- B. UDO Sec. 401-5.10.b. (Residential Curbing): To allow roll-back curbing in lieu of vertical curbing within the proposed townhome development on Lots 14-19. A 2.5-foot wide planter is required between the roll-back curbing and sidewalk.
- C. UDO Table 401-4.2. (Streetscape Table): To reduce the 5-foot minimum planter width to 2.5-feet between the sidewalk and (internal) streets.

CONDITIONS:

1. The property shall be developed in general accordance with the rezoning site plan entitled “Snellville Townhomes, Rosebud Road, Snellville, GA 30078”, dated 01-30-2025, revised 02-17-2025, stamped received FEB 18 2025, 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. A Property Owner’s Association shall be established for the continuous maintenance of all sidewalks, alleys, buffers, open space, landscaping, signage, stormwater detention, and recreation and clubhouse areas.
3. All alleys and stormwater management facilities shall be privately owned by the Property Owner’s Association.
4. The development and townhome units are to be deed restricted to at least 90% owner-occupied fee-simple single-family ownership while the remaining 10% of the townhome units may be used as non-owner occupied (rental) units. This condition must be incorporated into the Property Owner’s Association documents prior to the release of any certificates of occupancy.
5. A six (6) foot high shadowbox wood privacy fence, or other fence type mutually agreed upon by the developer and adjacent property owners (Parcel 5100 022, 5100 047, and 5100 016) shall be installed along the southern property line unless waived in writing by the property owner(s) of these parcels.
6. A minimum six (6) feet wide sidewalk and minimum five (5) feet wide planter is required where the development is adjacent to Rosebud Road, an Urban Minor Arterial Street per the Gwinnett County Road Classification Map.
7. Rear-entry driveway length shall be a minimum of twenty-two (22) feet, measured from garage door to alley pavement edge. Front entry driveway length shall be a minimum of twenty-two (22) feet, measured from garage door to sidewalk.

8. The stormwater management ponds located at the southwestern 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.
9. Except for the cul-de-sac street, cross streets connecting to alleys shall have a minimum width of nineteen (19) feet measured back-of-curb.
10. All buildings shall have twenty (20) feet minimum separation between principal buildings.
11. 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.
12. Signs higher than 15 feet or larger than 225 square feet are prohibited.
13. Except as otherwise stated in the approved variances and conditions, townhomes shall be developed and constructed in accordance with the UDO provisions in effect prior to the 3-10-2025 approved text amendment #8.

**Section 2.** The changes in zoning classification are to be noted on the Official Zoning Map of the City of Snellville, Georgia as approved by the Mayor and Council as soon as reasonably possible following the adoption of this Ordinance. The Official Zoning Map of the City of Snellville, Georgia, shall also be amended with an editorial note specifying the date these Snellville zoning amendments were approved by the Mayor and Council and specifying the parcels affected by this Ordinance. Until the changes are indicated on the Official Zoning Map of the City of Snellville, Georgia, as approved by the Mayor and Council, this Ordinance shall govern over Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council to the extent of any discrepancy between this Ordinance and the Official Zoning Map of the City of Snellville, Georgia approved by the Mayor and Council.

**Section 3.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 4.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 5.** Penalties in effect for violations of Chapter 1 of the Code of Ordinances, City of Snellville, Georgia at the time of the effective date of this Ordinance



shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

**Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed

**Section 7.** This Ordinance was adopted on April 14, 2025. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Norman A. Carter, Council Member

*APPROVED AS TO FORM:*

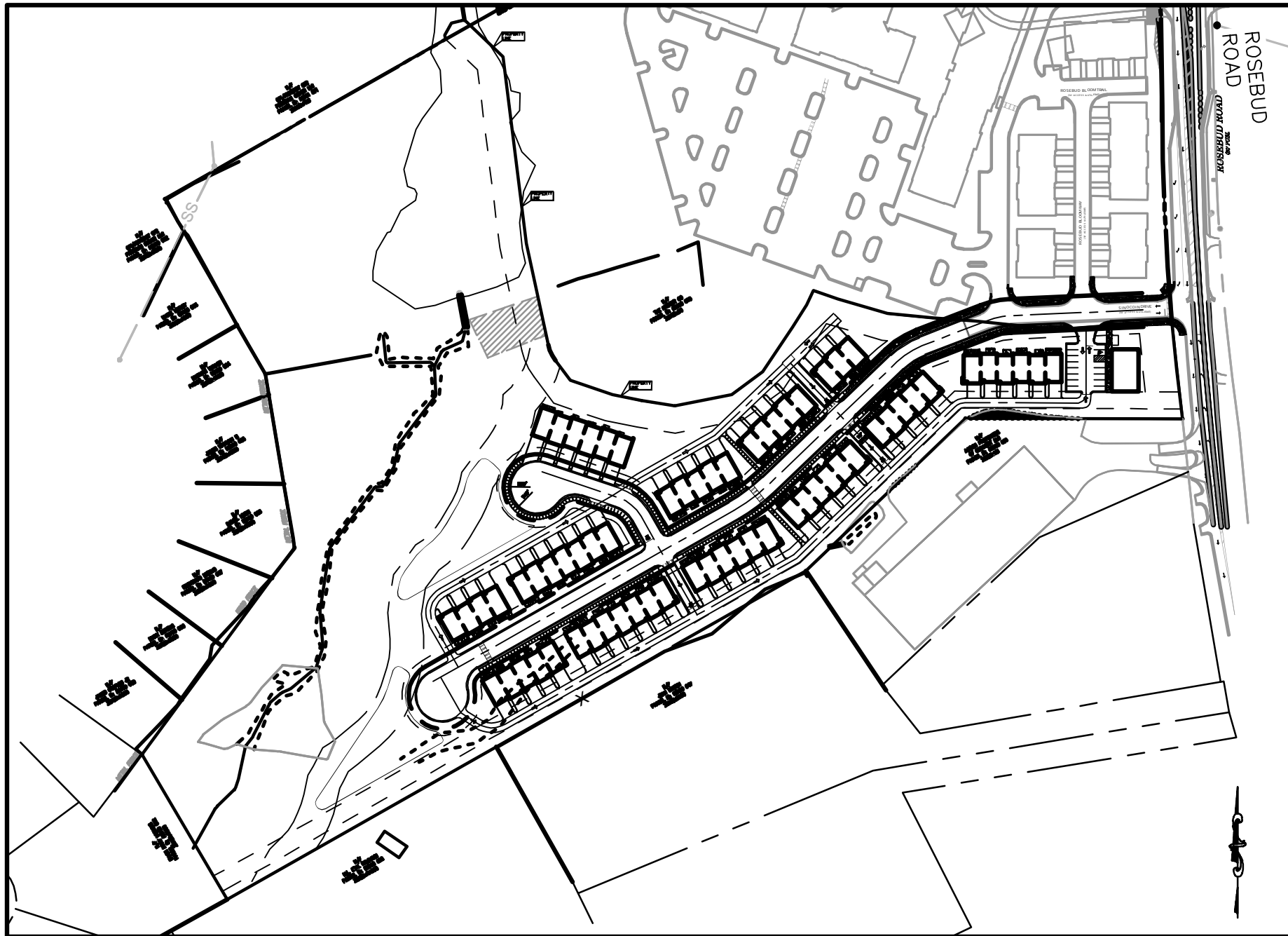
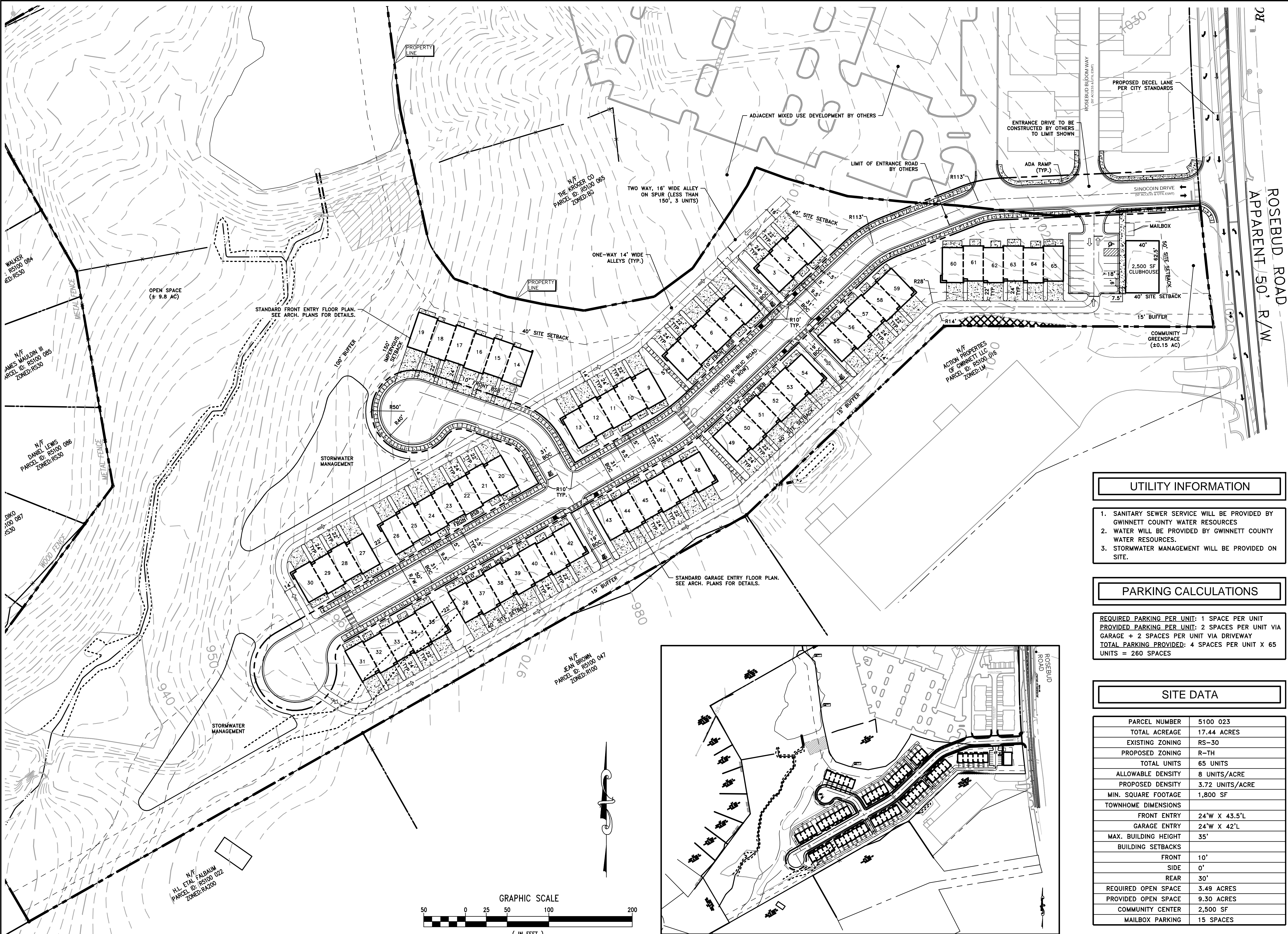
\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Jay Crowley, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Cristy Lenski, Council Member

\_\_\_\_\_  
Gretchen Schulz, Council Member

EXHIBIT “A”



UTILITY INFORMATION

- SANITARY SEWER SERVICE WILL BE PROVIDED BY GWINNETT COUNTY WATER RESOURCES
- WATER WILL BE PROVIDED BY GWINNETT COUNTY WATER RESOURCES.
- STORMWATER MANAGEMENT WILL BE PROVIDED ON SITE.

PARKING CALCULATIONS

REQUIRED PARKING PER UNIT: 1 SPACE PER UNIT  
PROVIDED PARKING PER UNIT: 2 SPACES PER UNIT VIA GARAGE + 2 SPACES PER UNIT VIA DRIVEWAY  
TOTAL PARKING PROVIDED: 4 SPACES PER UNIT X 65 UNITS = 260 SPACES

SITE DATA

PARCEL NUMBER	5100 023
TOTAL ACREAGE	17.44 ACRES
EXISTING ZONING	RS-30
PROPOSED ZONING	R-TH
TOTAL UNITS	65 UNITS
ALLOWABLE DENSITY	8 UNITS/ACRE
PROPOSED DENSITY	3.72 UNITS/ACRE
MIN. SQUARE FOOTAGE	1,800 SF
TOWNHOME DIMENSIONS	
FRONT ENTRY	24'W X 43.5'L
GARAGE ENTRY	24'W X 42'L
MAX. BUILDING HEIGHT	35'
BUILDING SETBACKS	
FRONT	10'
SIDE	0'
REAR	30'
REQUIRED OPEN SPACE	3.49 ACRES
PROVIDED OPEN SPACE	9.30 ACRES
COMMUNITY CENTER	2,500 SF
MAILBOX PARKING	15 SPACES

OVERALL SITE

1"=200'



PROJECT  
SNELLVILLE TOWNHOMES  
ROSEBUD ROAD  
SNELLVILLE, GA 30078  
CLIENT  
THOMAS TSUI  
5960 LIVE OAK PKWY, STE 320  
NORCROSS GA 30093

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REVISIONS	DATE
REVISED	02/17/25

DRAWING TITLE

REZONING  
SITE PLAN

DRAWING FILE:	KBH	DRAWING NO.
DRAWN BY	KBH	
DATE	01/30/2025	
PROJECT NO.	4425.10	RZ-1

CIVIL ENGINEERS \* LAND PLANNERS  
LANDSCAPE ARCHITECTS \* SURVEYORS

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## Agenda Item Summary

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**TO:** The Mayor and Council

**FROM:** Jason Thompson, Director  
Department of Planning and Development

**DATE:** April 14, 2025

**CASE:** #RZ 25-03 LUP 25-01– The Revive Land Group, LLC  
70-Lot Mixed Residential Development)

**STATUS:** 1<sup>st</sup> Reading

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Applications by Shane Lanham, Mahaffey Pickens Tucker, LLP, attorney for applicant The Revive Land Group, LLC and property owners Chris Dusik and Soren S. Thomas Living Trust, requesting to amend the Future Land Use Map and Official Zoning Map for a 15.149± acre site located at 2587 and 2597 Lenora Church Road, Snellville for 70 mixed-residential residences consisting of 28 single-family (detached) homes and 42 single-family (attached) townhomes with a gross density of 4.62 units per acre.

**Financial Impact:** Site Development Permit fees; Building Permit fees; and Real Property Taxes

**Planning Department Recommendation:** Approval with Conditions

**Planning Commission Meeting And Recommendation:** March 25, 2025 (Approval with Conditions)

**Mayor and Council Meetings:** April 14, 2025 (1<sup>st</sup> Reading)  
April 28, 2025 (2<sup>nd</sup> Reading & Public Hearing)

**Action Requested:** Consideration and Waive the 1<sup>st</sup> Reading

**Draft Ordinances:** Attached

**Case Documents (website link):**

- [Letter of Intent \(2-11-2025\)](#)
- [#RZ 25-03 Rezoning Application \(2-11-2025\)](#)
- [#LUP 25-01 Land Use Plan Amendment Application \(2-11-2025\)](#)

- 1-24-2025 Boundary Survey (2-11-2025)
- 2-6-2025 Conceptual Rezoning Site Plan (2-11-2025)
- Building Elevations (2-11-2025)
- Mar 25 2025 Planning Department Case Summary & Analysis (3-19-2025)
- Mar 25 2025 Planning Commission Report (3-26-2025)
- *Unofficial* Mar 25 2025 Planning Commission Regular Meeting Minutes (03-26-2025)
- Mar 26 2025 Planning Department Case Summary & Analysis with Planning Commission Report (3-26-2025)
- 3-28-2025 REVISED Rezoning Site Plan (4-8-2025)



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY AND THE CITY OF SNELLVILLE FOR  
IMPLEMENTATION OF SEWER  
IMPROVEMENTS**

STATE OF GEORGIA

CITY OF SNELLVILLE

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority (hereinafter referred to as the “WSA”), and the CITY OF SNELLVILLE, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "Snellville"). Gwinnett County and the WSA are collectively and sometimes individually referred to herein as “Gwinnett”. Gwinnett County, the WSA and Snellville may be referred to herein collectively as the “Parties” or individually as a “Party”.

**RECITALS**

WHEREAS, Gwinnett County operates and maintains the sewer facilities and appurtenances owned by the WSA to provide service to the public for compensation within Gwinnett County; and

WHEREAS, the existing sewer infrastructure in the vicinity of the intersection of Scenic Highway (State Route 124) and Main Street (Highway 78) and has limited capacity to serve redevelopment and new development, and upgrades to the system are required to further expand capacity within the basin; and

WHEREAS, Snellville desires to partner with Gwinnett for the implementation of a sewer improvement project as depicted in Exhibit A attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the “Sewer Project”); and

WHEREAS, the Sewer Project involves the upsizing of 1,660 linear feet of existing sewer to 18-inch diameter, from manhole 238646 to 238410, the limits and alignment of which are depicted in Exhibit A attached hereto for reference; and

WHEREAS, construction of the Sewer Project will benefit public health, safety and the environment by allowing existing and proposed commercial and residential development to connect to sewer, will expand service within the overall basin, and will allow Gwinnett to expand its water and sewer rate base; and

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

### **TERMS AND CONDITIONS**

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

#### **1. Recitals.**

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

#### **2. Term of Agreement and Termination.**

The term of this Agreement shall begin on the day and date hereinabove written and shall extend thereafter for a period of fifty (50) years.

### **3. Obligations of Gwinnett.**

- a) Gwinnett shall acquire the services of a professional engineer to prepare construction drawings and specifications for the Sewer Project in compliance with the Gwinnett County Department of Water Resources Water and Sewer Standards currently in effect at the time of submission.
- a) Gwinnett shall be responsible for all associated design costs for the Sewer Project.
- b) Gwinnett shall provide to Snellville the temporary and permanent easement legal descriptions and/or plats necessary for the Sewer Project.
- c) Gwinnett shall award construction contract(s) and administer the contract(s) for the Sewer Project in accordance with its rules and regulations.
- d) Gwinnett shall work in good faith to complete the Sewer Project pending acquisition of all necessary easements by Snellville pursuant to item 4(b) below, but shall not be obligated to bid or award contracts related to the Sewer Project until Snellville has fulfilled its obligation to provide the necessary easements.
- e) Gwinnett shall have final approval of any and all stipulations associated with the temporary and permanent easements.
- f) Gwinnett shall be responsible for all operation, maintenance, and repair of all sewer facilities and appurtenances once constructed.

### **4. Obligations of the City of Snellville.**

- a) Snellville shall acquire all necessary temporary and permanent easements, right-of-way, and other property rights for the Sewer Project as provided for in the descriptions and plats received from Gwinnett pursuant to item 3(c) above. Snellville shall utilize standard Gwinnett County easement documents and allow Gwinnett County to review each acquisition prior to recording of the document.
- b) Snellville shall be responsible for all associated acquisition costs for the Sewer Project, including all condemnation costs, if necessary.
- c) Snellville shall coordinate with Gwinnett on any third-party services for the acquisition of easements.

- d) All easements and other necessary property interests obtained by Snellville shall be donated and assigned to the WSA.
- e) Snellville shall obtain approval from Gwinnett for any and all easement stipulations and terms before finalizing any easements with the property owners.
- f) In addition to the acquisition of all necessary temporary and permanent easements, right-of-way, and other property rights for the Sewer Project, Snellville shall pay One Million Four Hundred Thousand Dollars (\$1,400,000.00) towards the implementation of the sewer project. Snellville shall pay half this amount within thirty (30) days of Gwinnett awarding construction of the Sewer Project, and the remaining half within thirty (30) days of completion of the Sewer Project. Snellville's contribution, excepting acquisition costs of all necessary temporary and permanent easements, right-of-way, and other property rights for the Sewer Project, shall not exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00).

#### **5. Reservation of Rights.**

Gwinnett reserves the right to utilize all real estate rights acquired for the Sewer Project for any and all purposes not inconsistent with the property rights herein obtained.

#### **6. Remedies.**

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

#### **7. Entire Agreement.**

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

**8. Severability.**

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

**9. Successors and Assigns.**

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

**10. Evidence.**

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

**11. Attorneys' Fees.**

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

**12. Controlling Law, Venue.**

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

**13. Further Assurances.**

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

**14. Construction.**

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

**15. Legal Advice.**

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

**16. Amendment of Agreement.**

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

**17. Authority.**

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

**18. Headings.**

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

**19. Time.**

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



## **20. Notice.**

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

City of Snellville  
City Manager  
2342 Oak Road  
Snellville, Georgia 30078  
(770) 985-3502

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

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

With a copy to:

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

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

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

With a copy to:

Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

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

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

CITY OF SNELLVILLE, GEORGIA

By: \_\_\_\_\_  
Barbara Bender, Mayor

Signed, sealed and delivered in the  
presence of:

ATTEST:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
City Clerk

(City Seal)

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY, GEORGIA

---

Unofficial witness

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Nicole L. Hendrickson  
CHAIRWOMAN  
BOARD OF COMMISSIONERS

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Notary Public

ATTEST:

[Notarial seal]

---

County Clerk

(County Seal)

Approved as to Form:

---

Senior Assistant County Attorney

GWINNETT COUNTY WATER &  
SEWERAGE AUTHORITY

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Secretary

Signed, sealed and delivered in the  
presence of:

NOTARY:

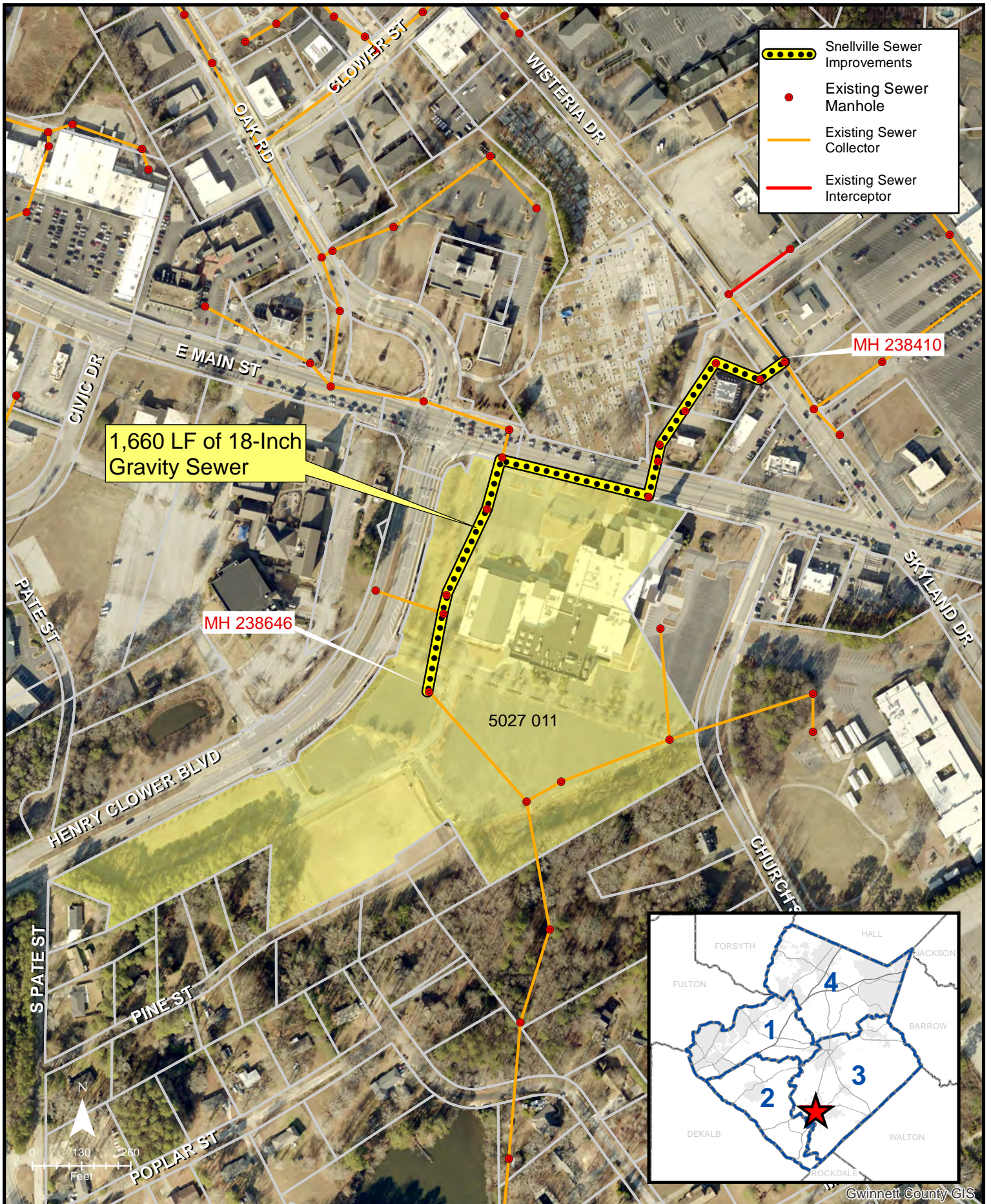
\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
[Notarial seal]

Approved as to Form:

\_\_\_\_\_  
Attorney





**EXHIBIT A**  
**Snellville Sewer Improvements**



**STATE OF GEORGIA  
COUNTY OF GWINNETT**

**RES NO. 2025-07**

**RESOLUTION BY CITY OF SNELLVILLE, GEORGIA WAIVING BUILDING PERMIT  
FEES AND LAND DISTURBANCE FEES FOR 16.96 ACRES LOCATED AT HENRY  
CLOWER BOULEVARD, PINE STREET, AND CHURCH STREET, SNELLVILLE,  
GEORGIA**

WHEREAS, AARIS Holdings, LLC obtained a Special Use Permit to develop a 300 Unit Multi-Family Development;

WHEREAS, ARRIS Holdings, LLC, in its development of the property, is make significant improvements to the Sewer line, which will benefit the sewer system in the City of Snellville beyond just the benefit to ARRIS's property;

WHEREAS, the City of Snellville desires to accept these significant improvements to the sewer system in lieu of permit fees for building permits and land disturbance permits.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Snellville, Georgia hereby waive the building permit fees and land disturbance fees for ARRIS Holdings, LLC for the development of approximately 16.96 acres located at Henry Clower Boulevard, Pine Street, and Church Street, Snellville, Georgia.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the Mayor and Council of the City of Snellville, Georgia.

PASSED AND RESOLVED this 14th day of April, 2025.

[Signatures of following Page]

\_\_\_\_\_  
Barbara Bender, Mayor

*ATTEST:*

\_\_\_\_\_  
Tod Warner, Mayor Pro Tem

\_\_\_\_\_  
Melisa Arnold, City Clerk

\_\_\_\_\_  
Cristy Lenski, Council Member

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Gretchen Schulz, Council Member

\_\_\_\_\_  
Anthony O.L. Powell, City Attorney  
Powell & Crowley, LLP

\_\_\_\_\_  
Kerry Hetherington, Council Member

\_\_\_\_\_  
Norman Carter, Council Member



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## Agenda Item Summary

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**Date:** April 14, 2025

**Prepared by:** Lt. Rain Nieddu



**Agenda item:**

Consideration and Action on Surplus of City Vehicles and Equipment

1. Police Unit 220 – 2016 Dodge Charger – VIN 2C3CDXAG4GH319255

**Background:**

This vehicle has high mileage and multiple mechanical issues that exceed the value of the vehicle. The City will dispose of it by selling it on GovDeals.

**Financial Impact:**

There is a small cost to list the items on GovDeals, but that is recouped in the sale.

**Recommendation:**

Approve the surplus of the vehicle for disposal.

**Action requested:**

Motion and affirmative vote to approve the listed vehicle for surplus.

**Attachments:**

- None