



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, October 27, 2025
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. September 22, 2025 - Regular Meeting
2. October 08, 2025 - Work Session, Executive Session

Announcements

- [3.](#) GCPS ESPLOST Presentation – GCPS Representative

Public Comment

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

Consent Agenda

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

- [4.](#) Cloud-Based Phone System
- [5.](#) Network Switch Replacement
- [6.](#) Renewal of Annual Contract — Power Pole Replacement Services (SB015-22)

- [7.](#) Approval of contract for Gas Relocation Project at S.R. 81 and S.R. 138 Roundabout (SB003-26)
- [8.](#) 290 S Perry St property acquisition
- [9.](#) 306 S Perry St property acquisition
- [10.](#) 38 Reid St property acquisition

Public Hearing New Business

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

- [11.](#) SUP2025-00109; Soccer 5 Atlanta c/o Anderson Tate & Carr; 0 Curtis Road (PIN: 5145 299)

Council Business Old Business

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

- [12.](#) 2025 Heritage Trail Medallion Recipients

Council Business New Business

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

- [13.](#) Amendment to Chapter 32 of the Code of Ordinances
- [14.](#) Agreement between City and CSX for Depot Area
- [15.](#) 2026 Employee Health Insurance Approval
- [16.](#) Approval of contract for Gas Relocation Project at S.R. 81 and Old Conyers Road (SB004-26)
- [17.](#) Approval of contract for the interior build-out of the second floor of the Lawrenceville Arts Center

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item: GCPS ESPLOST Presentation – GCPS Representative

Department: City Manager

Date of Meeting: Monday, October 27, 2025

Fiscal Impact: N/A

Presented By: Chuck Warbington, City Manager

Action Requested: GCPS ESPLOST Presentation – GCPS Representative

Summary: PRESENTATION: GCPS ESPLOST Presentation – GCPS Representative.

Attachments/Exhibits:

- ESPLOST 2025 Community Presentation-Lawrenceville.pptx



Education Special Purpose Local Option Sales Tax

E-SPLOST Fall 2025



E-SPLOST is on the ballot this fall.

Gwinnett voters will go to the polls to vote on the continuation of the one-cent sales tax to continue funding the GCPS Capital Plan.

Early voting begins October 14.
Election Day is Tuesday,
November 4, 2025.

Your
Pennies
for
SCHOOLS

E-SPLOST

E-SPLOST funds the GCPS Capital Plan. The Capital Plan supports staff and students *every minute of every day.*

The Capital Plan includes 3 main components:



Safety and Security



Facility renovations,
modifications, and expansions.



Technology and Learning

E-SPLOST pays for safety and security enhancements.



3.



Building security features

- Weapons detection systems in middle and high schools
- Continued support and upkeep of cameras, fencing, and intercoms
- Stronger cybersecurity
- Continued support and upkeep of crisis alert badges, visitor check-in systems, and vestibules

Bus and Vehicle Replacements

- Replacement of school buses and support vehicles
- New school police vehicles for additional SROs to support elementary schools

E-SPLOST pays for facilities in every school community.



3.

Renovations

- New roofs and HVAC systems
- LED lighting, paint, ceilings, carpet, and other needed renewal
- Select fire alarm, electrical, and safety system replacements
- Paving, concrete, and utility repairs
- Funding for urgent and emergency facility needs

Expansions

- New CTAE High School Facility
- Classroom additions

Modifications

- High school athletic facilities
- Playground improvements
- Select middle school athletic field upgrades
- Enhancements to high school media centers
- Enhancements to theater performance lighting and sound systems
- Select cafeteria upgrades
- Select career tech, science, and special education classroom enhancements



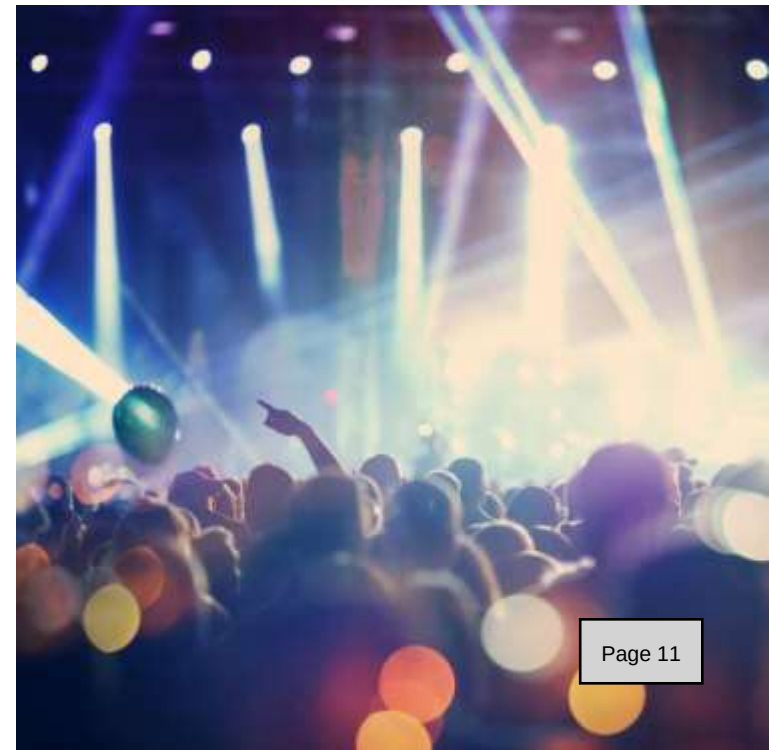
E-SPLOST pays for technology and learning tools for students and staff.



- Classroom technology
- Staff technology
- Updated internet systems, servers, software, and licensing for equipment
- Digital learning and textbook pilots, adoptions
- Updated furniture, PE gear, musical instruments, and career tech equipment
- Furniture and supplies for new or renovated learning spaces

E-SPLOST 2025
is a continuation
of the existing
one-cent tax.

Since 1997, everyone
who shops, eats out,
or goes to an event in
Gwinnett contributes to
E-SPLOST.

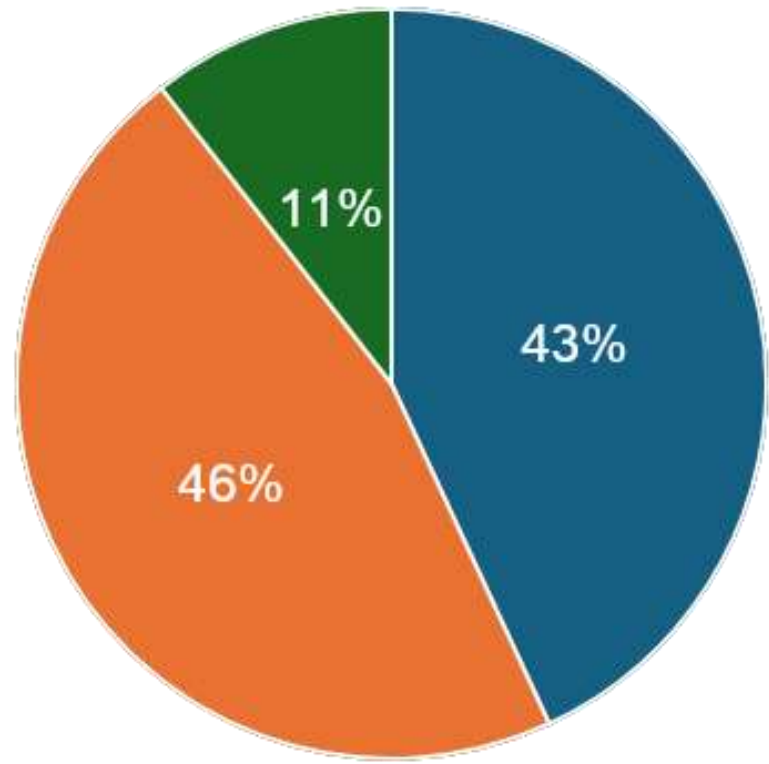


Your
Pennies
for
SCHOOLS
E-SPLOST 2025



E-SPLOST 2025 Budget

GCPS E-SPLOST 2025



■ Facilities Security ■ Technology and Learning ■ Safety and Security

It is not a tax increase, not an additional tax, and not a property tax.

It is a continuation of the current sales tax.

E-SPLOST 2025 is a one-cent sales tax that lasts a maximum of 5 years or until the \$1.4 Billion cap is reached.



To find detailed information about completed and planned Capital Plan projects, go to www.gcpsk12.org/capital-plan.

You can learn about projects in every cluster, review construction reports, budgets, and E-SPLOST audits.

Questions? Email capitalplan@gcpsk12.org.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	Cloud-Based Phone System
Department:	Information Technology
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	Not-to-exceed \$130,377.72 for Year 1 (\$377,233.56 over five years)
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Approval to award RP004-25 Cloud-Based Phone System to High Country Workplace Technologies, utilizing RingCentral as the service provider, in an amount not to exceed \$130,377.72 for Year 1 (\$377,233.56 over five years), and to authorize the Mayor to execute any necessary agreements with High Country Workplace Technologies and/or RingCentral, pending the City Attorney's review and approval.

Summary: Approval of a contract award to High Country Workplace Technologies for implementation of a new Citywide Cloud-Based Phone System (5-Year Subscription) using RingCentral. The system will serve City Hall, Public Works, and Police Headquarters, replacing the City's aging Avaya and IPECS systems. The upgrade will improve reliability, support remote work, enhance mobility, and ensure continuity of operations.

Background: The City's current Avaya and IPECS phone systems are aging, hardware-dependent, and increasingly vulnerable. By moving to a cloud-based RingCentral platform, the City gains geo-redundant hosting across multiple U.S. data centers, automatic failover, and the ability for staff to continue working from mobile devices or remote locations during power or internet disruptions. These continuity features ensure the City's communications remain operational in disasters or outages while also modernizing daily collaboration through Microsoft Teams integration.

Purpose

The City seeks to modernize its phone systems to a unified, cloud-based solution that integrates with Microsoft Teams, supports remote work, and ensures uninterrupted communication during disasters or outages.

Project Work Scope

RFP RP004-25 solicited proposals for a turnkey solution including design, installation, training, and support. The system will provide unified voice, video, messaging, contact center, paging, fax, and gate/door control functions. It will also replace legacy PRIs and POTS lines, which are being phased out by carriers.

Evaluation and Selection Process

Proposals were reviewed under the City's established evaluation criteria, including system specifications, vendor qualifications, experience, and implementation readiness. High Country Workplace Technologies, implementing RingCentral, was selected as the highest-scoring and most cost-effective vendor.

Conclusion

Awarding the contract ensures the City can deploy a modern, secure, and scalable communications system to meet current and future operational needs.

Fiscal Impact: The bid submitted by High Country Workplace Technologies totals \$82,530.48 for the first year or \$306,944.88 over five years. To provide three headset options for users, staff recommends adding \$35,994.72, plus a 10% contingency. This brings the total not-to-exceed amount to \$130,377.72 for the first year or \$377,233.56 over five years. Funding will be provided by IT Department Capital Project 02-0112.

Attachments/Exhibits:

- RP004-25 Score Tab.pdf
- RP004-25 Cost Comparison.pdf

RP004-25

Cloud-Based Phone System (5-Year Subscription)

Information Technology

			22nd Century Technologies, Inc.	Communications Resources, Inc.	High Country Workplace Technologies / RingCentral, Inc.	MGT	Nextiva
ITEM	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	50	Proposed System Specifications	40	42.25	47.5	40	39.25
B.	15	Vendor Qualifications	13.5	12.75	14.75	12.25	10.25
C.	15	Vendor's Experience	13.75	11.75	13.5	13.75	9
D.	10	Product Availability and Installation	8.25	6.5	9.25	9.25	4.25
E.	10	Fee Schedule	4.6	5.5	10	5.5	3.68
F.	20	System Demonstration	N/A	N/A	19.25	N/A	N/A
120		TOTAL	80.1	78.75	114.25	80.75	66.43

			NWN Carousel	True IP Solutions	Verinext / RingCentral, Inc.	Vertical Communications, Inc.
ITEM	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	50	Proposed System Specifications	45.5	37.5	47.75	36.5
B.	15	Vendor Qualifications	13.25	9.5	13.75	9.75
C.	15	Vendor's Experience	14	9.25	13.25	7.5
D.	10	Product Availability and Installation	8.5	6.5	9.5	6.25
E.	10	Fee Schedule	4.36	10	7.09	10
F.	20	System Demonstration	15.5	N/A	17	N/A
120		TOTAL	101.11	72.75	108.34	70

Recommended Vendor:

City of Lawrenceville Phone System

RP004--25 Cost Comparison

**NWN (assume cost
provided is really
60 month cost)**

One-Time Costs			High Country	Verinext	NWN	
Description	Note	Count	Ext Cost	Ext Cost	Ext Cost	Ext Cost
Police Command Vehicle Phone	We already purchased these phones. They will need service lines.	5	\$ -	\$ -	\$ -	\$ -
Conference Room Phone		5	\$ 2,454.75	\$ 2,454.75	\$ 2,855.05	\$ 2,855.05
Desk Phone		23	\$ 2,162.00	\$ 2,162.00	\$ 4,852.31	\$ 4,852.31
Fax / ATA	Existing MFP/Copiers will be used	14	\$ 623.70	\$ 623.70	\$ 4,486.16	\$ 4,486.16
POTS Lines for PD	Each phone will need to be able to answer all 5 POTS Lines	4	\$ -	\$ -	\$ -	\$ -
Soft Phone Headset		236	\$ 6,485.28	\$ 6,485.28	\$ 9,187.48	\$ 9,187.48
Wall mounted phone		3	\$ 201.15	\$ 201.15	\$ 495.87	\$ 495.87
PD Intercom / Paging System	Police Department Paging - ceiling mounted speakers		\$ -	\$ -	\$ -	\$ -
PD Gates (with Callbox Intercom + Remote Trigger)	Intercom for calling dispatch from gates; phones must trigger gate opening for visitor access	2	\$ -	\$ -	\$ 707.98	\$ 707.98
PD Doors (with Callbox Intercom + Remote Unlock)	Intercom for calling dispatch from external doors; phones must trigger door unlock for visitor access	2	\$ -	\$ -	\$ 707.98	\$ 707.98
Integration / Connectivity Components	Include any required controllers, gateways, or integration modules		\$ -	\$ -	\$ 2,573.70	\$ 2,573.70
Survivability / Failover Components	Include local survivability, redundant circuits, or other 911 failover solutions		\$ -	\$ -	\$ -	\$ -
Implementation Services	Cutover, porting, configuration, and training		\$ 14,500.00	\$ 55,235.20	\$ 78,874.28	\$ 78,874.28
Training Services	User training, admin training, documentation		\$ -	\$ 4,000.00	\$ -	\$ -
Sub Total			\$ 26,426.88	\$ 71,162.08	\$ 104,740.81	\$ 104,740.81

Notes:

Ring Phones - Poly Trio C60 (conference), Poly Edge E350 (desk), Poly 402 ATA (copiers), Poly Edge E220 (wall)

Ring Headsets - Poly Blackwire 3220 USB-A (Other models available here: <https://www.ringcentral.com/office/voip-phone.html?tabs=Headsets>)

NWN Phones & Headsets - Poly brand, didn't list model #s

High Country -PD Intercom / Paging System - NOTE # 1 Our solution will integrate with the existing paging system allowing paging from new phones

High Country - PD Gates (with Callbox Intercom + Remote Trigger) - NOTE # 2 Our solution will integrate with the existing call boxes to allow desired functionality

High Country - PD Doors (with Callbox Intercom + Remote Unlock) - NOTE # 3 Our solution will integrate with the existing call boxes to allow desired functionality

High Country - offered two training/implementation options: (1) Complete TurnKey Implementation & Training - \$14,500 or (2) Remote Assist Implementation & Training - \$9,500

Reoccurring Costs (Monthly)

Description	Note	Count	Ext Cost		Ext Cost		Ext Cost	Ext Cost	
Service Lines for extensions		285	\$	-	\$	-	\$	399.00	\$ 399.00
Service Lines for POTS	Police Department Backup Lines	6	\$	3.00	\$	3.00	\$	179.94	\$ 179.94
Granite Epik POTS Line Replacement [1]			\$	59.95					
Equipment for POTS [2]							\$	19.99	\$ 19.99
User License (Per User)	Include phone system features such as voicemail, mobile/desktop client, and standard calling features	285	\$	3,417.15	\$	3,417.15	\$	3,143.55	\$ 3,143.55
Calling Plan / PSTN Access	Include cost of domestic minutes; international optional		\$	-	\$	-	\$	105,344.40	\$ 1,755.74
Direct Routing / SBC Hosting (if applicable)	Use only if required by vendor's architecture		\$	-	\$	-	\$	-	\$ -
Integration Modules / Add-On Services	Analytics, advanced reporting, third-party system integrations		\$	-	\$	-	\$	-	\$ -
911 Survivability / Failover Service	List only if billed monthly		\$	-	\$	-	\$	45,478.80	\$ 757.98
Compliance Add-Ons (CJIS / HIPAA / Encryption)	CJIS, HIPAA, encryption, secure storage, or other regulatory requirements		\$	-	\$	-	\$	-	\$ -
Ongoing Support / Managed Services	Premium support, monitoring, or vendor-provided managed services		\$	265.20	\$	265.20	\$	-	\$ -
Recurring Maintenance [3]			\$	-	\$	-	\$	792.90	\$ 792.90
Sub Total			\$	3,745.30	\$	3,685.35	\$	155,358.58	\$ 7,049.10
Yearly Cost			\$	44,943.60	\$	44,224.20	\$	1,864,302.96	\$ 84,589.20

Notes:

[1] - High Country - Granite Epik POTS Line Replacement (Monthly Cost \$59.95)

[2] - NWN - Added: Monthly Recurring Rental for Pots In A Box Equipment (Edge 9090) -- \$19.99

[3] - NWN - 5-year Recurring maintenance, paid annually (\$9,514.80)

High Country - offered optional Digital Line Basic (used for conference, breakrooms, etc, that don't require call routing and vmail - reduces monthly cost) -- unit price \$10.80

NWN - has some really high monthly costs; is this really the monthly fee or is this a 5 year amount????

Description	Note	Count	Ext Cost		Ext Cost		Ext Cost	Ext Cost	
Call Center Agent License		12	\$	720.00	\$	720.00	\$	-	\$ -
Auto Attendant			\$	-	\$	-	\$	-	\$ -
AI Functionality			\$	210.00	\$	210.00	\$	-	\$ -
Call Recording			\$	-	\$	-	\$	-	\$ -
Analytics/Reporting			\$	-	\$	-	\$	-	\$ -
Sub Total			\$	930.00	\$	930.00	\$	-	\$ -
Yearly Cost			\$	11,160.00	\$	11,160.00	\$	-	\$ -

Additional Items	Note	Count	Ext Cost		Ext Cost		Ext Cost	Ext Cost	
		0	\$	-	\$	-	\$	-	\$ -
		0	\$	-	\$	-	\$	-	\$ -
		0	\$	-	\$	-	\$	-	\$ -
		0	\$	-	\$	-	\$	-	\$ -
		0	\$	-	\$	-	\$	-	\$ -
Sub Total			\$	-	\$	-	\$	-	\$ -
Total First Year Cost			\$	82,530.48	\$	116,316.28	\$	1,969,043.77	\$ 189,330.01
Total Five Year Cost			\$	306,944.88	\$	348,083.08	\$	9,426,255.61	\$ 527,686.81
ADD: Headset Options			\$	35,994.72					
Subtotal			\$	118,525.20					
10% Contingency			\$	11,852.52					
Total First Year Cost			\$	130,377.72					



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	Network Switch Replacement
Department:	Information Technology
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	\$242,591.85
Presented By:	Kyle Parker, Information Technology Director
Action Requested:	Approve the purchase and installation of replacement network switches for City Hall, the Police Department, and Public Works at the price of \$242,591.85, and authorize the Mayor to execute any necessary agreements, pending the City Attorney's review and approval.

Summary: This item seeks approval to replace aging core and edge network switches at City Hall, the Police Department, and Public Works. Core switches serve as the backbone of the City's network, routing and aggregating traffic, while edge switches connect endpoint devices such as desktops, phones, and wireless access points. The existing equipment is at or near manufacturer end-of-life, with limited support and security updates. Replacement will improve reliability, performance, and security across the City's internal network.

Background: The City's internal network depends on core and edge switches to support public safety and administrative operations. These devices enable communication between servers, workstations, phones, and access points. Current switches are outdated, no longer fully supported, and increasingly at risk of failure or security issues. Replacing them ensures continuity of operations, reduces downtime risk, and positions the network for future growth.

Fiscal Impact: The project cost is \$242,591.85, which includes hardware, optics, licensing, support, and installation. Funding is allocated from the City's Capital – IT Infrastructure/CIP budget under IT Department Capital Project 02-0036. Procurement will be completed through the TIPS Cooperative Purchasing Contract, consistent with City purchasing policy.

Attachments/Exhibits:

- 2025-9-12 COL-Datacenter Refresh Q-36041 (1).pdf

MGT Impact Solutions, LLC
1450 Oakbrook Drive Suite 900
Norcross, GA GA
Phone: (844) 552-9373
Fax: (866) 535-3925

Presented To:
City of Lawrenceville
P.O. Box 2200
Lawrenceville, Georgia 30046

Date: 9/12/2025
Valid Until: 10/12/2025
Terms: NET 30

ATTN: Kyle Parker
(678) 407-6406
kyle.parker@lawrencevillega.org

Submitted By: Robert Young
ryoung@mgt.us

City of Lawrenceville - Datacenter Refresh

PD Core Hardware

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
JL700C#ABA	Aruba 8360-32Y4C v2 FB 3F 2AC Bdl U.S.	2	\$37,445.00	\$16,850.25	\$33,700.50
J9583B	Aruba X414 1U Universal 4-post Rack Mount Kit	2	\$314.00	\$141.30	\$282.60
PD Core Hardware Subtotal:					\$33,983.10

City Hall Core Hardware

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
JL704C#ABA	Aruba 8360-48Y6C v2 FB 5F 2AC Bdl US en	2	\$46,645.00	\$20,990.25	\$41,980.50
J9583B	Aruba X414 1U Universal 4-post Rack Mount Kit	2	\$314.00	\$141.30	\$282.60
City Hall Core Hardware Subtotal:					\$42,263.10

Edge Switches

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
JL557A#ABA	Aruba 2930F 48G PoE+ 4SFP 740W Switch, U.S. Power Cord	14	\$8,079.00	\$3,635.55	\$50,897.70
JL255A#ABA	Aruba 2930F 24G PoE+ 4SFP+ Swch	5	\$5,089.00	\$2,290.05	\$11,450.25
Edge Switches Subtotal:					\$62,347.95

Optics

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
JL307A	Aruba 100G QSFP28-QSFP28 3m DAC Cable	6	\$807.00	\$363.15	\$2,178.90
J9283D	Aruba 10G SFP+ to SFP+ 3m DAC Cable	18	\$215.00	\$96.75	\$1,741.50
J4858D	Aruba 1G SFP LC SX 500m MMF XCVR	44	\$480.00	\$216.00	\$9,504.00
J9150D	Aruba 10G SFP+ LC SR 300m MMF XCVR	54	\$1,454.00	\$654.30	\$35,332.20
Optics Subtotal:					\$48,756.60

Support

PART NUMBER	DESCRIPTION	QTY	TERM	LIST PRICE	UNIT COST	EXT COST
H65S3E	Aruba 3Y FC NBD Exch HW 8360 32Y4C SVC	2	3-yr	\$1,209.00	\$1,148.55	\$2,297.10
HU7T9E	Aruba 3Y FC NBD Exch HW 8360 SVC	2	3-yr	\$1,747.00	\$1,659.65	\$3,319.30
HG0C6E	Aruba 3Y FCNBDExch HW2930F48GPOE+4SFPSVC,2930F 48G PoE+4SFP Switch,9x5 HW support with next business day HW exchange.,,	14	3-yr	\$314.00	\$298.30	\$4,176.20

Support

PART NUMBER	DESCRIPTION	QTY	TERM	LIST PRICE	UNIT COST	EXT COST
HM7V3E	HPE 3Y FC NBD Exch HWA Aruba 2930F 24G 4SFP POE,9x5 HW support	5	3-yr	\$192.00	\$182.40	\$912.00

Support Subtotal: \$10,704.60

Central Licensing

PART NUMBER	DESCRIPTION	QTY	TERM	LIST PRICE	UNIT COST	EXT COST
Q9Y74AAE	Aruba Central 62xx/29xx Switch Foundation 3y Sub E-STU	19	3-yr	\$945.00	\$661.50	\$12,568.50
R3K04AAE	Aruba Central 8xxx F 3y E-STU	4	3-yr	\$4,185.00	\$2,929.50	\$11,718.00

Central Licensing Subtotal: \$24,286.50

Installation

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXT COST
WLAN-BASE-PS	Standard WLAN Base installation service cover on-premises and cloud based wireless platforms. Includes on standard onboarding for single cloud WLAN environment or the first controller for on-premises instance and one enterprise SSID and Guest SSID. Qty 1 per platform required. This service includes the staging, onsite installation, and verification.	19	\$750.00	\$750.00	\$14,250.00
WLAN-BASE-PS	Standard WLAN Base installation service cover on-premises and cloud based wireless platforms. Includes on standard onboarding for single cloud WLAN environment or the first controller for on-premises instance and one enterprise SSID and Guest SSID. Qty 1 per platform required. This service includes the staging, onsite installation, and verification.	4	\$1,500.00	\$1,500.00	\$6,000.00

Installation Subtotal: \$20,250.00

Billing Terms	One Time	Total Cost	\$242,591.85
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TIPS #230105

* Total cost does not include shipping, handling, insurance and taxes where applicable. This Budgetary Quote is not a contract. It is subject to further MGT internal approvals and is not binding on either party.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	Renewal of Annual Contract — Power Pole Replacement Services (SB015-22)
Department:	Finance and Electric
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Approve the renewal contract with Over and Under General Contractors, Inc. for Power Pole Replacement Services (SB015-22)

Summary: In 2022, the City of Lawrenceville awarded Invitation to Bid SB015-22 to Over and Under General Contractors, Inc. for Power Pole Replacement Services on an Annual Contract.

The scope of this contract covers installation and removal of wood, concrete, ductile iron, and composite poles, as well as related appurtenances including lighting, arms, transformers, guying, splicing, switches, and other overhead/underground equipment necessary to maintain the City's electric distribution system.

The contract was awarded with renewal options subject to Council approval. This item represents the third renewal option. Per the contract terms, each renewal is subject to a 3% price escalation.

The vendor has agreed to hold pricing under this renewal in accordance with the established escalation provision.

Staff recommends that the Mayor and Council approve the third renewal of the annual contract with Over and Under General Contractors, Inc. for Power Pole Replacement Services (SB015-22), with a 3% price escalation, as provided in the contract terms for a contract price of \$135,860.34.

Fiscal Impact: Capital Project 06-037.

2023 Bond Funds have been allocated to this project. GL: 8114600.541000

Attachments/Exhibits: Bid Tabulation

SB015-22

Power Pole Replacement Services on an Annual Contract

Electric Department

			Over and Under General Contractors, Inc.
ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	WOOD POLE, 30 FT CLASS 5	INSTALL	\$354.44
2	WOOD POLE, 35 FT CLASS 6	INSTALL	\$350.59
3	WOOD POLE, 40 FT CLASS 2	INSTALL	\$536.48
4	WOOD POLE, 45 FT CLASS 2	INSTALL	\$541.42
5	WOOD POLE, 50 FT CLASS 2	INSTALL	\$546.03
6	WOOD POLE, 55 FT CLASS 2	INSTALL	\$607.84
7	WOOD POLE, 60 FT CLASS 2	INSTALL	\$738.22
8	WOOD POLE, 65 FT CLASS 2	INSTALL	\$895.44
9	WOOD POLE, 70 FT CLASS 2	INSTALL	\$1,002.59
10	CONCRETE POLE, 30 FT CLASS 5	INSTALL	\$1,432.22
11	CONCRETE POLE, 35 FT CLASS 6	INSTALL	\$1,432.22
12	CONCRETE POLE, 40 FT CLASS 2	INSTALL	\$1,538.31
13	CONCRETE POLE, 45 FT CLASS 2	INSTALL	\$1,644.40
14	CONCRETE POLE, 50 FT CLASS 2	INSTALL	\$1,718.66
15	CONCRETE POLE, 55 FT CLASS 2	INSTALL	\$1,750.49
16	CONCRETE POLE, 60 FT CLASS 2	INSTALL	\$1,962.67
17	CONCRETE POLE, 65 FT CLASS 2	INSTALL	\$2,068.76
18	CONCRETE POLE, 70 FT CLASS 2	INSTALL	\$2,280.94
19	DUCTILE IRON POLE, 30 FT CLASS 5	INSTALL	\$354.44
20	DUCTILE IRON POLE, 35 FT CLASS 6	INSTALL	\$350.57
21	DUCTILE IRON POLE, 40 FT CLASS 2	INSTALL	\$536.48
22	DUCTILE IRON POLE, 45 FT CLASS 2	INSTALL	\$541.42
23	DUCTILE IRON POLE, 50 FT CLASS 2	INSTALL	\$891.52
24	DUCTILE IRON POLE, 55 FT CLASS 2	INSTALL	\$965.95

25	DUCTILE IRON POLE, 60 FT CLASS 2	INSTALL	\$1,153.20
26	DUCTILE IRON POLE, 65 FT CLASS 2	INSTALL	\$1,260.01
27	DUCTILE IRON POLE, 70 FT CLASS 2	INSTALL	\$1,316.44
28	COMPOSITE POLE, 30 FT CLASS 5	INSTALL	\$354.44
29	COMPOSITE POLE, 35 FT CLASS 6	INSTALL	\$350.57
30	COMPOSITE POLE, 40 FT CLASS 2	INSTALL	\$536.48
31	COMPOSITE POLE, 45 FT CLASS 2	INSTALL	\$541.42
32	COMPOSITE POLE, 50 FT CLASS 2	INSTALL	\$545.98
33	COMPOSITE POLE, 55 FT CLASS 2	INSTALL	\$607.84
34	COMPOSITE POLE, 60 FT CLASS 2	INSTALL	\$738.22
35	COMPOSITE POLE, 65 FT CLASS 2	INSTALL	\$895.44
36	COMPOSITE POLE, 70 FT CLASS 2	INSTALL	\$1,002.59
37	SPLIT BOLT ON EXISTING POLE TOP	INSTALL	\$21.60
38	LIGHT, FLOOD	INSTALL	\$189.54
39	LIGHT, ROADWAY	INSTALL	\$139.47
40	LIGHT, SECURITY	INSTALL	\$127.71
41	LIGHT ARM, 2'	INSTALL	\$63.84
42	LIGHT ARM, 12'	INSTALL	\$98.96
43	OH TRANSFORMER 10KVA - 75 KVA	INSTALL	\$320.83
44	OH TRANSFORMER BANK, -XX KVA	INSTALL	\$455.91
45	OH TRANSFORMER BANK, 3-XX KVA	INSTALL	\$536.19
46	PLATFORM MOUNT TRANSFORMER BANK	INSTALL	\$740.36
47	UG PRI SPLICE, 1/0 CABLE	INSTALL	\$146.36
48	UG PRI SPLICE, 1000 MCM CABLE	INSTALL	\$146.36
49	UG SEC SPLICE, #2	INSTALL	\$41.10
50	UG SEC SPLICE, #2/0	INSTALL	\$41.39
51	UG SEC SPLICE, 350 MCM	INSTALL	\$41.10
52	UG SEC SPLICE, #4/0	INSTALL	\$43.90

53	UG SEC SPLICE, #6	INSTALL	\$41.39
54	SHIELD, 2"	INSTALL	\$235.94
55	SHIELD, 4"-6"	INSTALL	\$243.11
56	TRANSFER UG SERVICE RISER TO NEW POLE	INSTALL	\$168.82
57	HAND TRENCHING AND DIGGING (BY THE FOOT)	INSTALL	\$50.05
58	UG TERM ASSEM,1PH,1/0	INSTALL	\$399.03
59	UG TERM ASSEM,2PH,1/0	INSTALL	\$731.85
60	UG TERM ASSEM,3PH,1/0	INSTALL	\$1,884.16
61	UG TERM ASSEM,3PH,1000	INSTALL	\$2,431.09
62	1PH, 0-5 DEG	INSTALL	\$55.98
63	1PH, 5-30 DEG	INSTALL	\$66.18
64	1PH, 30-60 DEG	INSTALL	\$96.95
65	1PH, 60-90 DEG	INSTALL	\$134.29
66	1PH, SGL DE	INSTALL	\$96.95
67	1PH, TAP TO 1PH	INSTALL	\$100.79
68	1PH, TAP TO 2 OR 3PH	INSTALL	\$106.84
69	1PH, DOUBLE DE	INSTALL	#VALUE!
70	2PH, 0-5 DEG	INSTALL	\$152.45
71	2PH, 5-30 DEG	INSTALL	\$193.95
72	2PH, 30-60 DEG	INSTALL	\$229.43
73	2PH, 60-90 DEG	INSTALL	\$246.31
74	2PH, SGL DE	INSTALL	\$272.12
75	2PH, TAP TO 1PH	INSTALL	\$188.88
76	2PH, TAP TO 2 OR 3PH	INSTALL	\$113.35
77	2PH, DOUBLE DE	INSTALL	\$106.84
78	3PH, 0-5 DEG	INSTALL	\$258.54
79	3PH, 5-30 DEG	INSTALL	\$258.54
80	3PH, 30-60 DEG	INSTALL	\$335.52

81	3PH, 60-90 DEG	INSTALL	\$352.40
82	3PH, SGL DE	INSTALL	\$378.21
83	3PH, TAP TO 1PH	INSTALL	\$219.44
84	3PH, TAP TO 2 OR 3PH	INSTALL	\$213.99
85	3PH, DOUBLE DE	INSTALL	\$467.01
86	3PH,DBL-CIR,SGL XARM, 0-5 DEG	INSTALL	\$287.27
87	3PH DBL-CIR, DBL XARM 5-30 DEG	INSTALL	\$373.63
88	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$130.36
89	GUY, SINGLE OH GUY, THRU BOLT TYPE	INSTALL	\$161.56
90	GUY, GUY MARKER	INSTALL	\$22.36
91	GUY, 2-DOWN GUY, 3/8"THRU BOLT TYPE	INSTALL	\$159.58
92	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$233.84
93	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$304.80
94	GUY, SIDEWALK TYPE (REQUIRES PIPE)	INSTALL	\$126.97
95	GUY INSULATOR, POLE ATTACH	INSTALL	\$97.10
96	GUY INSULATOR, MID GUY	INSTALL	\$111.69
97	ANCHOR, BUST/EXPANSION	INSTALL	\$197.64
98	REPULL EXISTING GUY	INSTALL	\$98.30
99	GROUNDING ASSEMBLY, GROUND ROD TYPE	INSTALL	\$65.20
100	IN LINE SWITCH,600A	INSTALL	\$127.71
101	SWITCH,GANG OPER, 3PH, HORIZ	INSTALL	\$2,425.07
102	SWITCH,GANG OPER, 3PH, VERT	INSTALL	\$2,425.07
103	3 PHASE HANGING ARRESTER	INSTALL	\$236.95
104	ARRESTER, PRI-DIST	INSTALL	\$54.36
105	SWITCH AND ARRESTER ON POLE	INSTALL	\$236.95
106	JUMPER INSTALLATION (6 CU)	INSTALL	\$97.56
107	JUMPER INSTALLATION (4-1/0)	INSTALL	\$38.33
108	JUMPER INSTALLATION (2/0-336)	INSTALL	\$48.78

109	JUMPER INSTALLATION (477-795)	INSTALL	\$97.56
110	ARMOR ROD, PF, (#2/0-336)	INSTALL	\$62.70
111	ARMOR ROD, PF, (#4-1/0)	INSTALL	\$48.78
112	ARMOR ROD, PF, (#477-795)	INSTALL	\$73.17
113	FULL TENSION SLEEVES, (#2/0-336)	INSTALL	\$83.64
114	FULL TENSION SLEEVES, (#4-1/0)	INSTALL	\$63.84
115	FULL TENSION SLEEVES, (#477-795)	INSTALL	\$132.41
116	QUICKIE SLEEVES, (#2/0-336)	INSTALL	\$60.77
117	QUICKIE SLEEVES, (#4-1/0)	INSTALL	\$60.77
118	HOTLINE CLAMP	INSTALL	\$83.64
119	CROSSARM BRACES, WOOD & BOLTS	INSTALL	\$71.84
120	CROSSARM, WOOD	INSTALL	\$111.72
121	CROSSARM, STEEL	INSTALL	\$111.72
122	FIBERGLASS/POLYMER INSULATOR	INSTALL	\$75.56
123	SUSPENSION INSULATOR	INSTALL	\$194.48
124	POLE TOP POST INSUL W/BACKET,CLAMP TYPE	INSTALL	\$64.11
125	HORIZONTAL POST INSUL CLAMP	INSTALL	\$64.11
126	VERTICAL POST INSUL CLAMP	INSTALL	\$64.11
127	PRI INSULATOR, ASSEMBLY, POLE TOP	INSTALL	\$93.26
128	PRI INSULATOR, ASSEMBLY, SIDE TYPE	INSTALL	\$93.26
129	1PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$104.79
130	2PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$185.88
131	3PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$270.02
132	POLE TOP PIN & INSUL (OFFSET)	INSTALL	\$54.36
133	XARM CLAMP TYPE INS	INSTALL	\$48.84
134	1PH EQUIP BRACKET	INSTALL	\$54.36
135	3PH EQUIP BRACKET	INSTALL	\$63.84
136	EYE BOLT ASSEMBLY	INSTALL	\$16.13

137	OH 1-PHASE PRIMARY TRANSFER	INSTALL	\$121.24
138	OH 2-PHASE PRIMARY TRANSFER	INSTALL	\$216.77
139	OH 3-PHASE PRIMARY TRANSFER	INSTALL	\$311.81
140	OH 1-PHASE PRIMARY RESAG	INSTALL	\$133.11
141	OH 2-PHASE PRIMARY RESAG	INSTALL	\$215.34
142	OH 3-PHASE PRIMARY RESAG	INSTALL	\$336.36
143	OH SECONDARY ASSEMBLY	INSTALL	\$48.89
144	OH SECONDARY RESAG	INSTALL	\$84.44
145	OH SERVICE ASSEMBLY	INSTALL	\$79.83
146	OH SERVICE MOVE	INSTALL	\$91.86
147	WIRE, #1/0 ACSR 6/1 RAVEN	INSTALL	\$1,212.57
148	WIRE, 336 ACSR 18/1 MERLIN	INSTALL	\$1,958.76
149	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	INSTALL	\$478.84
150	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	INSTALL	\$917.76
151	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	INSTALL	\$488.12
152	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	INSTALL	\$1,045.98
153	WIRE, OH, #1/0 AL QUAD XLP	INSTALL	\$929.77
154	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	INSTALL	\$1,123.47
155	WIRE, UG 1000MCM PRIMARY UG CABLE	INSTALL	\$1,494.91
156	WIRE, UG, #2/0,PRIMARY UG CABLE	INSTALL	\$683.79
157	WIRE, UG, #4/0 AL TRIPLEX XLP	INSTALL	\$896.97
158	ADDITIONAL GROUND TO NEUTRAL BOND	INSTALL	\$61.91
159	WOOD POLE, 30 FT CLASS 5	REMOVE	\$193.70
160	WOOD POLE, 35 FT CLASS 6	REMOVE	\$224.47
161	WOOD POLE, 40 FT CLASS 2	REMOVE	\$240.17
162	WOOD POLE, 45 FT CLASS 2	REMOVE	\$225.65
163	WOOD POLE, 50 FT CLASS 2	REMOVE	\$302.18
164	WOOD POLE, 55 FT CLASS 2	REMOVE	\$325.44

165	WOOD POLE, 60 FT CLASS 2	REMOVE	\$344.81
166	WOOD POLE, 65 FT CLASS 2	REMOVE	\$390.79
167	WOOD POLE, 70 FT CLASS 2	REMOVE	\$443.84
168	CONCRETE POLE, 30 FT CLASS 5	REMOVE	\$1,591.35
169	CONCRETE POLE, 35 FT CLASS 6	REMOVE	\$1,697.44
170	CONCRETE POLE, 40 FT CLASS 2	REMOVE	\$1,803.53
171	CONCRETE POLE, 45 FT CLASS 2	REMOVE	\$1,909.62
172	CONCRETE POLE, 50 FT CLASS 2	REMOVE	\$2,015.71
173	CONCRETE POLE, 55 FT CLASS 2	REMOVE	\$2,121.80
174	CONCRETE POLE, 60 FT CLASS 2	REMOVE	\$2,652.25
175	CONCRETE POLE, 65 FT CLASS 2	REMOVE	\$3,182.70
176	CONCRETE POLE, 70 FT CLASS 2	REMOVE	\$3,713.15
177	DUCTILE IRON POLE, 30 FT CLASS 5	REMOVE	\$214.90
178	DUCTILE IRON POLE, 35 FT CLASS 6	REMOVE	\$245.97
179	DUCTILE IRON POLE, 40 FT CLASS 2	REMOVE	\$261.38
180	DUCTILE IRON POLE, 45 FT CLASS 2	REMOVE	\$303.84
181	DUCTILE IRON POLE, 50 FT CLASS 2	REMOVE	\$372.06
182	DUCTILE IRON POLE, 55 FT CLASS 2	REMOVE	\$398.07
183	DUCTILE IRON POLE, 60 FT CLASS 2	REMOVE	\$509.44
184	DUCTILE IRON POLE, 65 FT CLASS 2	REMOVE	\$541.70
185	DUCTILE IRON POLE, 70 FT CLASS 2	REMOVE	\$695.40
186	COMPOSITE POLE, 30 FT CLASS 5	REMOVE	\$193.70
187	COMPOSITE POLE, 35 FT CLASS 6	REMOVE	\$224.75
188	COMPOSITE POLE, 40 FT CLASS 2	REMOVE	\$240.17
189	COMPOSITE POLE, 45 FT CLASS 2	REMOVE	\$225.65
190	COMPOSITE POLE, 50 FT CLASS 2	REMOVE	\$302.18
191	COMPOSITE POLE, 55 FT CLASS 2	REMOVE	\$325.44
192	COMPOSITE POLE, 60 FT CLASS 2	REMOVE	\$344.81
193	COMPOSITE POLE, 65 FT CLASS 2	REMOVE	\$390.79

194	COMPOSITE POLE, 70 FT CLASS 2	REMOVE	\$443.84
195	SPLIT BOLT ON EXISTING POLE TOP	REMOVE	\$20.97
196	LIGHT, FLOOD	REMOVE	\$69.76
197	LIGHT, ROADWAY	REMOVE	\$69.76
198	LIGHT, SECURITY	REMOVE	\$70.57
199	LIGHT ARM, 2'	REMOVE	\$27.06
200	LIGHT ARM, 12'	REMOVE	\$40.59
201	OH TRANSFORMER 10KVA - 75 KVA	REMOVE	\$194.91
202	OH TRANSFORMER BANK, -XX KVA	REMOVE	\$345.46
203	OH TRANSFORMER BANK, 3-XX KVA	REMOVE	\$477.80
204	PLATFORM MOUNT TRANSFORMER BANK	REMOVE	\$419.61
205	UG PRI SPLICE, 1/0 CABLE	REMOVE	\$142.10
206	UG PRI SPLICE, 1000 MCM CABLE	REMOVE	\$142.10
207	UG SEC SPLICE, #2	REMOVE	\$39.91
208	UG SEC SPLICE, #2/0	REMOVE	\$42.61
209	UG SEC SPLICE, 350 MCM	REMOVE	\$39.91
210	UG SEC SPLICE, #4/0	REMOVE	\$42.61
211	UG SEC SPLICE, #6	REMOVE	\$39.91
212	SHIELD, 2"	REMOVE	\$177.02
213	SHIELD, 4"-6"	REMOVE	\$177.02
214	TRANSFER UG SERVICE RISER TO NEW POLE	REMOVE	\$393.38
215	HAND TRENCHING AND DIGGING (BY THE FOOT)	REMOVE	\$20.77
216	UG TERM ASSEM,1PH,1/0	REMOVE	\$180.46
217	UG TERM ASSEM,2PH,1/0	REMOVE	\$270.61
218	UG TERM ASSEM,3PH,1/0	REMOVE	\$451.13
219	UG TERM ASSEM,3PH,1000	REMOVE	\$2,007.52
220	1PH, 0-5 DEG	REMOVE	\$45.30
221	1PH, 5-30 DEG	REMOVE	\$51.34

222	1PH, 30-60 DEG	REMOVE	\$51.34
223	1PH, 60-90 DEG	REMOVE	\$51.34
224	1PH, SGL DE	REMOVE	\$79.15
225	1PH, TAP TO 1PH	REMOVE	\$79.14
226	1PH, TAP TO 2 OR 3PH	REMOVE	\$83.00
227	1PH, DOUBLE DE	REMOVE	\$152.81
228	2PH, 0-5 DEG	REMOVE	\$156.92
229	2PH, 5-30 DEG	REMOVE	\$165.71
230	2PH, 30-60 DEG	REMOVE	\$185.63
231	2PH, 60-90 DEG	REMOVE	\$205.25
232	2PH, SGL DE	REMOVE	\$203.13
233	2PH, TAP TO 1PH	REMOVE	\$128.17
234	2PH, TAP TO 2 OR 3PH	REMOVE	\$132.93
235	2PH, DOUBLE DE	REMOVE	\$243.65
236	3PH, 0-5 DEG	REMOVE	\$140.76
237	3PH, 5-30 DEG	REMOVE	\$150.91
238	3PH, 30-60 DEG	REMOVE	\$157.44
239	3PH, 60-90 DEG	REMOVE	\$157.44
240	3PH, SGL DE	REMOVE	\$161.98
241	3PH, TAP TO 1PH	REMOVE	\$194.53
242	3PH, TAP TO 2 OR 3PH	REMOVE	\$200.10
243	3PH, DOUBLE DE	REMOVE	\$236.56
244	3PH,DBL-CIR,SGL XARM, 0-5 DEG	REMOVE	\$201.66
245	3PH DBL-CIR, DBL XARM 5-30 DEG	REMOVE	\$207.51
246	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$64.52
247	GUY, SINGLE OH GUY, THRU BOLT TYPE	REMOVE	\$69.36
248	GUY, GUY MARKER	REMOVE	\$7.64
249	GUY, 2-DOWN GUY, 3/8"THRU BOLT TYPE	REMOVE	\$123.36

250	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$138.42
251	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$178.04
252	GUY, SIDEWALK TYPE (REQUIRES PIPE)	REMOVE	\$64.42
253	GUY INSULATOR, POLE ATTACH	REMOVE	\$7.64
254	GUY INSULATOR, MID GUY	REMOVE	\$9.65
255	ANCHOR, BUST/EXPANSION	REMOVE	\$162.45
256	REPULL EXISTING GUY	REMOVE	\$98.30
257	GROUNDING ASSEMBLY, GROUND ROD TYPE	REMOVE	\$15.04
258	IN LINE SWITCH,600A	REMOVE	\$226.10
259	SWITCH,GANG OPER, 3PH, HORIZ	REMOVE	\$985.77
260	SWITCH,GANG OPER, 3PH, VERT	REMOVE	\$985.77
261	3 PHASE HANGING ARRESTER	REMOVE	\$136.17
262	ARRESTER, PRI-DIST	REMOVE	\$55.63
263	SWITCH AND ARRESTER ON POLE	REMOVE	\$125.25
264	JUMPER INSTALLATION (6 CU)	REMOVE	\$26.27
265	JUMPER INSTALLATION (4-1/0)	REMOVE	\$33.51
266	JUMPER INSTALLATION (2/0-336)	REMOVE	\$45.98
267	JUMPER INSTALLATION (477-795)	REMOVE	\$59.10
268	ARMOR ROD, PF, (#2/0-336)	REMOVE	\$26.27
269	ARMOR ROD, PF, (#4-1/0)	REMOVE	\$26.27
270	ARMOR ROD, PF, (#477-795)	REMOVE	\$26.27
271	FULL TENSION SLEEVES, (#2/0-336)	REMOVE	\$76.38
272	FULL TENSION SLEEVES, (#4-1/0)	REMOVE	\$76.38
273	FULL TENSION SLEEVES, (#477-795)	REMOVE	\$76.38
274	QUICKIE SLEEVES, (#2/0-336)	REMOVE	\$50.92
275	QUICKIE SLEEVES, (#4-1/0)	REMOVE	\$50.92
276	HOTLINE CLAMP	REMOVE	\$15.04
277	CROSSARM BRACES, WOOD & BOLTS	REMOVE	\$41.39

278	CROSSARM, WOOD	REMOVE	\$52.64
279	CROSSARM, STEEL	REMOVE	\$54.51
280	FIBERGLASS/POLYMER INSULATOR	REMOVE	\$91.07
281	SUSPENSION INSULATOR	REMOVE	\$180.95
282	POLE TOP POST INSUL W/BACKET,CLAMP TYPE	REMOVE	\$212.42
283	HORIZONTAL POST INSUL CLAMP	REMOVE	\$30.09
284	VERTICAL POST INSUL CLAMP	REMOVE	\$59.75
285	PRI INSULATOR, ASSEMBLY, POLE TOP	REMOVE	\$63.34
286	PRI INSULATOR, ASSEMBLY, SIDE TYPE	REMOVE	N/B
287	1PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B
288	2PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B
289	3PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B
290	POLE TOP PIN & INSUL (OFFSET)	REMOVE	\$63.39
291	XARM CLAMP TYPE INS	REMOVE	\$47.42
292	1PH EQUIP BRACKET	REMOVE	\$30.09
293	3PH EQUIP BRACKET	REMOVE	\$52.64
294	EYE BOLT ASSEMBLY	REMOVE	\$26.27
295	OH 1-PHASE PRIMARY TRANSFER	REMOVE	\$121.24
296	OH 2-PHASE PRIMARY TRANSFER	REMOVE	\$216.77
297	OH 3-PHASE PRIMARY TRANSFER	REMOVE	\$315.02
298	OH 1-PHASE PRIMARY RESAG	REMOVE	\$133.13
299	OH 2-PHASE PRIMARY RESAG	REMOVE	\$215.34
300	OH 3-PHASE PRIMARY RESAG	REMOVE	\$336.57
301	OH SECONDARY ASSEMBLY	REMOVE	\$98.47
302	OH SECONDARY RESAG	REMOVE	\$84.44
303	OH SERVICE ASSEMBLY	REMOVE	\$15.49
304	OH SERVICE MOVE	REMOVE	\$89.19
305	WIRE, #1/0 ACSR 6/1 RAVEN	REMOVE	\$468.56

306	WIRE, 336 ACSR 18/1 MERLIN	REMOVE	\$872.81
307	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	REMOVE	\$342.46
308	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	REMOVE	\$450.54
309	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	REMOVE	\$342.36
310	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	REMOVE	\$458.75
311	WIRE, OH, #1/0 AL QUAD XLP	REMOVE	\$482.60
312	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	REMOVE	\$503.59
313	WIRE, UG 1000MCM PRIMARY UG CABLE	REMOVE	\$870.85
314	WIRE, UG, #2/0,PRIMARY UG CABLE	REMOVE	\$394.17
315	WIRE, UG, #4/0 AL TRIPLEX XLP	REMOVE	\$566.65
316	RSOP SAW OFF POLE	REMOVE	\$114.08
317	ADDITIONAL GROUND ROD (CO1)	INSTALL	\$10.61
318	FLAT RATE FOR EMERGENCY SERVICE RESPONSE WITHIN TWO (2) HOURS		\$605.63
TOTAL			\$124,331.46
Will vendor hold pricing firm? Renewal Option 1			3% increase
Will vendor hold pricing firm? Renewal Option 2			3% increase
Will vendor hold pricing firm? Renewal Option 3			3% increase
Will vendor hold pricing firm? Renewal Option 4			5% increase

Recommended vendor:

Over and Under General Contractor, Inc.
 129 B Hurricane Shoals RD
 Lawrenceville, GA 30046
 Jerry Blackwell Jr.
 770-682-9160
overundercontractor@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	Approval of contract for Gas Relocation Project at S.R. 81 and S.R. 138 Roundabout (SB003-26)
Department:	Finance and Natural Gas
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Approve the Mayor or City Manager to sign a contract with D. Lance Souther, Inc. for Gas Relocation Project at S.R. 81 and S.R. 138 Roundabout (SB003-26) upon approval of the City Attorney

Summary: The City of Lawrenceville issued Invitation to Bid SB003-26 for the relocation of natural gas facilities associated with the Georgia Department of Transportation (GDOT) Roundabout Project at S.R. 81 and S.R. 138. This project is necessary to accommodate the roadway construction and to ensure the continued safe and reliable delivery of natural gas service in the affected area.

The scope of work includes polyethylene and steel pipe installation, service tie-ins, regulator and locate station installations, and other related improvements. The bid was publicly advertised in accordance with the City's Procurement Ordinance and competitive sealed bidding procedures.

The City received three sealed bids by the submission deadline. A tabulation of bids is provided below (see attached bid tabulation sheet for detail):

D. Lance Souther, Inc. – \$1,008,273.50
 Primoris Distribution Services – \$1,077,572.21
 Southern Pipeline, LLC – \$1,323,122.00

All bids were reviewed for responsiveness to the specifications and requirements set forth in the Invitation to Bid. Based on this review, D. Lance Souther, Inc. has been determined to be the lowest responsive, responsible bidder.

Fiscal Impact: \$1,008,300 budgeted on Capital Project 11-049.

2023 Bond Funds have been allocated to this project. GL: 8114700.541000

Attachments/Exhibits:

- SB003-26 Tab.pdf
- SB003-26 Checklist.pdf

SB003-26

S.R. 81 and S.R. 138 Roundabout DOT Project

Gas Department

				D. Lance Souther, Inc.		Primoris Distribution Services		Southern Pipeline, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project									
1	Warranties & Bonds	1	LS	\$18,848.50	\$18,848.50	\$25,003.84	\$25,003.84	\$50,000.00	\$50,000.00
2	Remobilization	1	LS	\$2,500.00	\$2,500.00	\$3,118.09	\$3,118.09	\$10,000.00	\$10,000.00
3	2” Polyethylene Bore	100	LF	\$55.00	\$5,500.00	\$90.96	\$9,096.00	\$54.00	\$5,400.00
4	6” Polyethylene Bore	5900	LF	\$55.00	\$324,500.00	\$46.89	\$276,651.00	\$76.50	\$451,350.00
5	8” Steel Open Trench	168	LF	\$100.00	\$16,800.00	\$202.61	\$34,038.48	\$238.00	\$39,984.00
6	4” Steel Bore	252	LF	\$75.00	\$18,900.00	\$113.46	\$28,591.92	\$119.00	\$29,988.00
7	12” Steel Open Trench	336	LF	\$350.00	\$117,600.00	\$303.70	\$102,043.20	\$400.00	\$134,400.00
8	6” Polyethylene Tie-in	2	EA	\$7,500.00	\$15,000.00	\$7,820.09	\$15,640.18	\$10,000.00	\$20,000.00
9	4” Polyethylene Tie-in	4	EA	\$6,500.00	\$26,000.00	\$6,899.12	\$27,596.48	\$6,000.00	\$24,000.00
10	2” Polyethylene Tie-in	4	EA	\$4,500.00	\$18,000.00	\$5,803.27	\$23,213.08	\$4,000.00	\$16,000.00
11	Service Tie-over Shortside	10	EA	\$1,500.00	\$15,000.00	\$1,748.81	\$17,488.10	\$4,000.00	\$40,000.00
12	Service Tie-over Longside	10	EA	\$2,500.00	\$25,000.00	\$2,474.24	\$24,742.40	\$4,000.00	\$40,000.00
13	Service Replacement Insert/Re-dig Shortside	6	EA	\$2,500.00	\$15,000.00	\$2,690.48	\$16,142.88	\$5,000.00	\$30,000.00
14	Service Replacement Insert/Re-dig Longside	7	EA	\$4,500.00	\$31,500.00	\$3,179.66	\$22,257.62	\$5,500.00	\$38,500.00
15	Locate Station Installation	10	EA	\$750.00	\$7,500.00	\$699.53	\$6,995.30	\$250.00	\$2,500.00
16	Regulator Station Installation	1	EA	\$25,000.00	\$25,000.00	\$19,126.91	\$19,126.91	\$40,000.00	\$40,000.00
17	12” Steel Tap and Stop	2	EA	\$27,500.00	\$55,000.00	\$37,189.29	\$74,378.58	\$60,000.00	\$120,000.00
18	8” Steel Tap and Stop	1	EA	\$20,000.00	\$20,000.00	\$22,843.63	\$22,843.63	\$45,000.00	\$45,000.00

BID TABULATION**PAGE 2**

7.

19	4" Steel Side Tap	1	EA	\$15,000.00	\$15,000.00	\$16,033.87	\$16,033.87	\$10,000.00	\$10,000.00
20	Flowable Fill	95	CY	\$375.00	\$35,625.00	\$1,102.27	\$104,715.65	\$800.00	\$76,000.00
21	Add for Rock Bore	500	LF	\$200.00	\$100,000.00	\$257.86	\$128,930.00	\$100.00	\$50,000.00

BID TABULATION

PAGE 3

7.

22	Add for Blast/Hammer Rock	500	LF	\$200.00	\$100,000.00	\$157.85	\$78,925.00	\$100.00	\$50,000.00
23	Cost Plus/Crew with Welder	1	Daily Rate	\$7,500.00		NB		\$500.00	
24	Cost Plus/Crew without Welder	1	Daily Rate	\$4,500.00		NB		\$600.00	
Total				\$1,008,273.50		\$1,077,572.21		\$1,323,122.00	

Recommended Vendor:

D. Lance Souther, Inc.
P.O. Box 6538
Macon, GA, 31208
lance@dlsi.us



LAWRENCEVILLE

GEORGIA

Solicitation Award Checklist

Solicitation Name: SB003-21 SR 81 and SR 138 Roundabout

Purchasing Procedural Requirements

Addenda Acknowledgement		
Bid Bond	Received ☒	N/A ☐
Bid Schedule	Received ☒	N/A ☐
Certificate of Insurance - <i>collect after award</i>	Received ☐	N/A ☐
E-Verify	Received ☒	N/A ☐
Non-Collusion Affidavit	Received ☒	N/A ☐
Secretary of State Registered	Received ☒	N/A ☐
	Yes ☒	N/A ☐

Purchasing Signature

Department / Stakeholder

Meets technical requirements as stated		
References checked	Yes ☒	N/A ☐
Statement of Bidders Qualifications	Yes ☒	N/A ☐
	Yes ☒	N/A ☐

Department Signature



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	290 S Perry St property acquisition
Department:	City Manager
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	\$520,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the purchase and sale agreement for 290 S Perry St, and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney.

Summary: This is a strategic property in the assemblage of the S Perry St area. The City intends to use this assemblage for future redevelopment in this area.

Fiscal Impact: \$520,000.

Attachments/Exhibits:

- PSA 290 S Perry.pdf
- 190 S Perry current lease with MEA.pdf
- First Amendment To Lease 190 S Perry.docx

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **Vendue Properties, LLC**, a Georgia limited liability company (hereinafter called "Seller"), and **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation (hereinafter called "Buyer").

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell, and Buyer hereby agrees to buy approximately 0.39 acres of property known as 290 South Perry Street, Lawrenceville, Georgia 30046, Gwinnett Tax Parcel R5146D067 together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described in Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be Five Hundred Twenty Thousand Dollars (\$ 520,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of the Seller, without any independent investigation (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller will have good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said Property and recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.

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

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

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vi) there are no encroachments upon the Property.
- vii) there are no deed restrictions or covenants that affect or apply to the Property.
- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.
- x) To the best of Seller's knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to

the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

For a period of sixty (60) days from the Effective Date of this Agreement, Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the Property to inspect, examine, and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the Property for Buyer's intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages, and suits resulting from Buyer or Buyer's agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period. The Buyer may cancel this Contract at any time during the Inspection Period by providing written notice to Seller and upon said notice Buyer shall be entitled to the return of any Earnest Money paid in accordance with terms of this Contract.

5. Objections to Title.

On or before the end of the Inspection Period, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed ten (10) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections at least five (5) days prior to closing, Buyer may terminate this Agreement by providing written notice to Seller and Buyer may recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before December 31, 2025, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to the parties.

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

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

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

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

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

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

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of Ten Thousand Dollars (\$10,000.00) to Pereira, Kirby, Kinsinger & Nguyen, LLP. At the closing hereunder all Earnest Money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said Earnest Money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing. The notice may be sent by registered or certified mail, postage pre-paid, or by documented overnight delivery by courier of choice. A courtesy copy of any notice may be sent by electronic mail (e-mail). The notice shall be delivered based on the information set forth

below:

Buyer: City of Lawrenceville, Georgia
70 S Clayton St
P.O. Box 2200
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, City Manager
Email chuck.warbington@lawrencevillega.org

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Box 1250
690 Longleaf Drive
Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Email: fhartley@pkknlaw.com and lhompson@pkknlaw.com

Seller: VENDUE PROPERTIES, LLC
4398 Lochsa Ln
Suwanee, GA 30024
Attn: Martha E. Ashworth
Email:

10. Miscellaneous.

(a) Interpretation. In this Agreement, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.

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

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

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

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

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

(g) Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

11. Modification of Contract.

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

12. Entire Contract.

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

13. Mutual Drafting.

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

14. Survival of Contract.

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

15. Special Stipulations

- A. This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.
- B. The Seller has advised the Buyer of a lease on the property. At the closing, the City agrees to enter into the First Amendment to Lease which is attached hereto as Exhibit B and incorporated herein by reference.
- C. At closing the City will provide the Seller with a letter in substantially the form of the letter attached hereto as Exhibit C, which Exhibit is incorporated herein by reference.

This Agreement is agreed to this
_____ day of _____, 2025.

Vendue Properties, LLC

By: _____
Name: Martha E. Ashworth
Title: Managing Member

SELLER

[Signature page for Contract for Purchase and Sale between Vendue Properties, LLC and the City
of Lawrenceville, Georgia]

This Agreement is agreed to this
____ day of _____, 2025.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Name: _____

Title: _____

BUYER

[Signature page for Contract for Purchase and Sale between Vendue Properties, LLC and the City of Lawrenceville, Georgia]

EXHIBIT "A"

(LEGAL DESCRIPTION)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 146 of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at a point marked by an iron pin set on the westerly right-of-way line of South Perry Street (seventy-foot (70') right-of-way), said point being 236.13 feet as measured along said right-of-way line in a southerly direction, and following the curvature thereof, from the point of intersection of said right-of-way line with the centerline of Lucky Street; run thence along the westerly right-of-way line of South Perry Street South 03 degrees 09 minutes 06 seconds East 74.12 feet to a point marked by an iron pin set; depart from said right-of-way and run thence South 89 degrees 18 minutes 24 seconds West 224.00 feet to a point marked by a 1" iron bar; run thence North 03 degrees 16 minutes 47 seconds West 75.16 feet to a point marked by an "x" found in concrete; run thence North 89 degrees 34 minutes 11 seconds East 224.21 feet to a point marked by an iron pin set on the westerly right-of-way line of South Perry Street, said point being the **TRUE PLACE OR POINT OF BEGINNING**.

Said tract is shown as Tract 1 containing 0.384 acres on a plat of survey entitled "Survey for: Sullivan Perry, LLC, Lawrenceville Perry, LLC, Commonwealth Land Title Insurance Company & Webb, Tanner & Powell, LLP", dated February 28, 2003, prepared by Apalachee Land Surveying, Inc. Professional Land Surveying Services, and certified by Charles D. Norton, Georgia Registered Professional Land Surveyor No. 2872.

The above described property being known as 290 S. Perry Street, Lawrenceville, Georgia, and designated as Tax Parcel No. R5146D 067 on the tax assessor's records of Gwinnett County, Georgia.

Exhibit B

First Amendment to Lease

**FIRST AMENDMENT TO
COMMERCIAL REAL ESTATE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMERCIAL REAL ESTATE LEASE AGREEMENT made and entered December ____, 2025 (the "First Amendment") as of and effective January 1, 2026 (the "Effective Date"), by and between **THE CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter referred to as "Landlord"), and **LUZ CASTRO** (hereinafter referred to as Tenant ("Tenant")).

WITNESSETH:

WHEREAS, on or about November 15, 2022, the Tenant entered into a Commercial Real Estate Lease Agreement with Vendue Properties, LLC, the owner of the property at 290 S. Perry Street, Lawrenceville, Georgia 30046; and

WHEREAS, Vendue has sold the property to the City of Lawrenceville, Georgia; and

WHEREAS, the City and the Tenant have agreed to revise the Lease Agreement according to the terms outlined herein;

NOW, THEREFORE, the parties hereto agree as follows:

1.

The Lease Agreement is amended to extend the term through and including August 31, 2027. Thereafter, Tenant may occupy the property on a month to month basis only with the consent of the Landlord.

2.

Tenant shall pay monthly rent of \$2,500.00 per month beginning January 1, 2026 and continuing through August 31, 2026. Beginning September 1, 2026, Tenant shall pay \$3,733.00 per month through the end of the term. Tenant shall be responsible for paying all utilities, lawn care, maintenance including HVAC repairs and maintenance. The Landlord shall be responsible for any taxes, property and casualty insurance and maintenance and repairs of the roof. Except as Amended herein, the terms of the original Commercial Real Estate Lease Agreement shall continue in full force and effect.

3.

Tenant shall not change the use of the Property and shall not assign the Lease without the express written permission of the Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Commercial Lease Agreement as of the Effective Date first above written.

LANDLORD:

CITY OF LAWRENCEVILLE, GEORGIA

TENANT:

By: _____
Name: _____
Title: _____

Luz Castro

Exhibit C

1033 Letter

_____, 2025

Mrs. Martha Ashworth
Vendue Properties, LLC
MEA Family Investments, LP
4398 Lochsa Lane
Suwanee, GA 30024

Re: City of Lawrenceville, Georgia
Real Property acquisitions

Dear Mrs. Ashworth:

I am writing for the City of Lawrenceville, Georgia, a Georgia municipal corporation. The City exists to provide public services to its citizens. Those services include providing safe and adequate public infrastructure and improvements. It is necessary that the City acquire certain property rights to accomplish these public purposes.

The City is currently in the process acquiring property along Perry Street and Reid Street inside the City. These properties may ultimately be used for public purposes or transferred to City related entities for redevelopment purposes. You have negotiated a settlement with the City for payment of an agreed upon sum in the amount of \$520,000.00 for 290 S. Perry Street; \$315,000.00 for 306 S. Perry Street; and \$300,000.00 for 38 Reid Street to compensate you for the property acquired. Based upon comparable sales and other pertinent factors, the City believes that this sum offered and paid you was a fair and equitable price for the property involved. We are grateful that you and the City reached an amicable settlement for the purchase of the property.

As we explained, time was of the essence in this matter. The City is vested with the right of eminent domain under the Georgia Constitution, State statutory provisions, and the City's Charter. The power of eminent domain authorizes the City to acquire property needed for public purposes through legal proceedings.

Once again, we thank you for your cooperation. Please feel free to share this information with your tax advisor and to contact me should you need any additional information regarding this matter.

Sincerely yours,

City Manager

COMMERCIAL REAL ESTATE LEASE AGREEMENT

original

THIS LEASE, made this 15th day of November, 2022 by and between Vendue Properties, first party, (hereinafter called "Landlord") and Luz Castro, second party (hereinafter called "Tenant").

WITNESSETH:

PREMISES

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

All that tract of land or parcel of land located in Land Lot 146 of the 5th Land District, Gwinnett County Georgia, in the City of Lawrenceville and being known as tax parcel R5146D067 according to Gwinnett County Tax Assessors system of parcel numbering. Also being known as 290 S Perry Street, Lawrenceville, GA 30046 according to the current address system being used by Gwinnett Tax Assessors' for the purpose of mailing Tax Notices.

No easement for light or air is included in the Premises.

TERM

2. The Tenant shall have and hold the Premises for a term of 24 months on the 15th day of November, 2022 and ending on the 14th day of November, 2024 at midnight, unless sooner terminated as herein provided.

RENTAL

3. Tenant agrees to pay to Landlord, by payments to Landlord at the office of Landlord, 4398 Lochsa Lane, Suwanee, GA 30024, commencing on November 15, 2022 an annual rental for the 1st 12 months in the amount of \$18,000.00, which shall be paid promptly on the 15th day of each month in advance during the term of this Lease, in equal monthly installments of \$1500.00.

Commencing on November 15, 2023 an annual rental for the 2nd 12 months in the amount of \$18,600, which shall be paid promptly on the 15th day of each month in advance during the term of this lease in equal monthly installments of \$1550.00 a month.

UTILITY BILLS

4. Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light, and heat bills, for the Premises, and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same, and such payment shall be added to and become part of the next rental payment due under this Lease.

USE OF PREMISES

5. Premises shall be used for any legal purpose, premises may not be used in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

ADANDOMENT OF THE PREMISES

6. Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

REPAIRS BY LANDLORD

7. Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure so to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

8. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

TAX ESCALATION

9. Tenant shall pay upon demand, as additional rental during the term of this Lease and any extension or renewal thereof, the amount by which all taxes (including, but not limited to, ad valorem taxes, special assessments and any other governmental charges) on Premises for each tax year exceed all taxes on the Premises for the tax year XXXX. In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis of determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year. Tenant's pro rate portion of increased taxes, as provided herein, shall be payable within fifteen (15) days after receipt of notice from Landlord as to the amount due.

DESTRUCTION OF OR DAMAGE TO PREMISES

10. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

INDEMNITY

11. Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to person or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition thereto, Tenant shall during all terms of this Lease and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with companies and in a form reasonably satisfactory to landlord with minimum of \$1,000,000.00 per person, and \$1,000,000.00 per accident, and property damage limits of \$100,000.00, which insurance policy shall contain a special endorsement recognizing and insuring any liability accruing to tenant under the first sentence of this Paragraph 11;

such insurance policy shall contain a clause expressly waving any right of the insurer of subrogation against Landlord. Prior to the commencement of the term of this lease, Tenant shall furnish Landlord with a certificate of such insurance which shall show the waiver of subrogation and the endorsement required hereby. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance provided thereby.

GOVERNMENTAL ORDERS

12. Tenant agrees, at Tenant's expense, promptly to comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

CONDEMNATION

13. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

ASSIGNMENT AND SUBLETTING

14. Tenant may sublease portions of the Premises to others provided such sub lessee's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, and provided such operation is within the purpose for which the Premises shall be used. Except as provided in the preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignees of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

REMOVAL OF FIXTURES

15. Tenant may (if not in default hereunder) prior to expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which Tenant has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

EVENT OF DEFAULT

16. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant; (1) Tenant fails to pay the rental as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligations imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is

proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditors; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

17. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereinafter) and without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payments of rental, and Tenant fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involves any matter other than those set forth in item (a) of this Paragraph 17, the Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease, or any renewal or extension thereof, shall immediately become due and payable upon the expiration of the ten (10) day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the Tenant within said ten (10) day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

EXTERIOR SIGNS

18. Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.

19. Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

MORTGAGEE'S RIGHTS

21. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereinafter be, placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

NO ESTATE IN LAND

22. This Lease shall create the relationship of Landlord and Tenant between the parties hereto, no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's written consent.

HOLDING OVER

23. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 hereof shall, for each month or fraction thereof during which Tenant so remains in possession, be twice the monthly rental otherwise payable under Paragraph 3 hereof.

ATTORNEY'S FEES AND HOMESTEAD

24. If any rent or other sums owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which Tenant may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord Tenant's homestead exemption.

RIGHTS CUMULATIVE

25. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

SERVICE OF NOTICE

26. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

WAIVER OF RIGHTS

27. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of Tenant's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's rights to demand exact compliance with the terms hereof.

DISCLOSURE OF OWNERSHIP

28. The owner of the Premises is Vendue Properties – 4398 Lochsa Lane, Suwanee, GA 30024. The person authorized to manage the Premises is Charles W Ashworth., whose address is the same as above. Phone 404 401 6458 ; email travelservices@charter.net
Service of process and demands and notices as to Landlord shall be made on Vendue Properties., Attention: Charles W Ashworth, at above address.

TIME OF ESSENCE

29. Time is of the essence of this Lease.

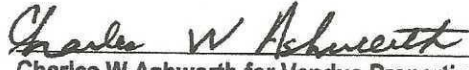
SPECIAL STIPULATIONS

30. In so far as the following stipulations conflict with any of the foregoing provisions; the following shall control:

1. Landlord shall be responsible for payment of all property (ad-valorem) tax on the premises.
2. Landlord shall be responsible to continue maintaining the lawn and shrubs.
3. Tenant, at tenant's expense, shall be responsible for maintaining pest control, including, but not limited to rodent control.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this 14th day of November, 2022.


Charles W Ashworth for Vendue Properties
Landlord


Liz Castro. Tenant

**FIRST AMENDMENT TO
COMMERCIAL REAL ESTATE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMERCIAL REAL ESTATE LEASE AGREEMENT made and entered December ____, 2025 (the “First Amendment”) as of and effective January 1, 2026 (the “Effective Date”), by and between **THE CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter referred to as “Landlord”), and **LUZ CASTRO** (hereinafter referred to as Tenant (“Tenant”).

W I T N E S S E T H:

WHEREAS, on or about November 15, 2022, the Tenant entered into a Commercial Real Estate Lease Agreement with Vendue Properties, LLC, the owner of the property at 290 S. Perry Street, Lawrenceville, Georgia 30046; and

WHEREAS, Vendue has sold the property to the City of Lawrenceville, Georgia; and

WHEREAS, the City and the Tenant have agreed to revise the Lease Agreement according to the terms outlined herein;

NOW, THEREFORE, the parties hereto agree as follows:

1.

The Lease Agreement is amended to extend the term through and including August 31, 2027. Thereafter, Tenant may occupy the property on a month to month basis only with the consent of the Landlord.

2.

Tenant shall pay monthly rent of \$2,500.00 per month beginning January 1, 2026 and continuing through August 31, 2026. Beginning September 1, 2026, Tenant shall pay \$3,733.00 per month through the end of the term. Tenant shall be responsible for paying all utilities, lawn care, maintenance including HVAC repairs and maintenance. The Landlord shall be responsible for any taxes, property and casualty insurance and maintenance and repairs of the roof. Except as Amended herein, the terms of the original Commercial Real Estate Lease Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Commercial Lease Agreement as of the Effective Date first above written.

LANDLORD:

CITY OF LAWRENCEVILLE, GEORGIA

TENANT:

By:_____
Name:_____
Title:_____

Luz Castro



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	306 S Perry St property acquisition
Department:	City Manager
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	\$315,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the purchase and sale agreement for 306 S Perry St, and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney.

Summary: This is a strategic property in the assemblage of the S Perry St area. The City intends to use this assemblage for future redevelopment in this area.

Fiscal Impact: \$315,000.

Attachments/Exhibits:

- PSA 306 S Perry PSA.pdf

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **Vendue Properties, LLC**, a Georgia limited liability company (hereinafter called "Seller"), and **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation (hereinafter called "Buyer").

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell, and Buyer hereby agrees to buy approximately 0.38 acres of property known as 306 South Perry Street, Lawrenceville, Georgia 30046, Gwinnett Tax Parcel R5146D066 together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described in Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be Three Hundred Fifteen Thousand Dollars (\$ 315,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of the Seller, without any independent investigation (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller will have good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said Property and recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.

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

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

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vi) there are no encroachments upon the Property.
- vii) there are no deed restrictions or covenants that affect or apply to the Property.
- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.
- x) To the best of Seller's knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to

the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

For a period of sixty (60) days from the Effective Date of this Agreement, Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the Property to inspect, examine, and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the Property for Buyer's intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages, and suits resulting from Buyer or Buyer's agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period. The Buyer may cancel this Contract at any time during the Inspection Period by providing written notice to Seller and upon said notice Buyer shall be entitled to the return of any Earnest Money paid in accordance with terms of this Contract.

5. Objections to Title.

On or before the end of the Inspection Period, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed ten (10) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections at least five (5) days prior to closing, Buyer may terminate this Agreement by providing written notice to Seller and Buyer may recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before December 31, 2025, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to the parties.

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

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

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

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

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

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

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of Ten Thousand Dollars (\$10,000.00) to Pereira, Kirby, Kinsinger & Nguyen, LLP. At the closing hereunder all Earnest Money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said Earnest Money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing. The notice may be sent by registered or certified mail, postage pre-paid, or by documented overnight delivery by courier of choice. A courtesy copy of any notice may be sent by electronic mail (e-mail). The notice shall be delivered based on the information set forth

below:

Buyer: City of Lawrenceville, Georgia
 70 S Clayton St
 P.O. Box 2200
 Lawrenceville, Georgia 30046
 Attention: Chuck Warbington, City Manager
 Email chuck.warbington@lawrencevillega.org

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
 P.O. Box 1250
 690 Longleaf Drive
 Lawrenceville, GA 30046
 Attention: Lawrenceville City Attorney
 Email: fhartley@pkknlaw.com and lhompson@pkknlaw.com

Seller: VENDUE PROPERTIES, LLC
 4398 Lochsa Ln
 Suwanee, GA 30024
 Attn: Martha E. Ashworth
 Email:

10. Miscellaneous.

(a) Interpretation. In this Agreement, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.

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

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

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

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

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

(g) Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

11. Modification of Contract.

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

12. Entire Contract.

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

13. Mutual Drafting.

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

14. Survival of Contract.

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

15. Special Stipulations

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

This Agreement is agreed to this
_____ day of _____, 2025.

Vendue Properties, LLC

By: _____
Name: Martha E. Ashworth
Title: Managing Member

SELLER

[Signature page for Contract for Purchase and Sale between Vendue Properties, LLC and the City
of Lawrenceville, Georgia]

This Agreement is agreed to this
____ day of _____, 2025.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Name: _____

Title: _____

BUYER

[Signature page for Contract for Purchase and Sale between Vendue Properties, LLC and the City of Lawrenceville, Georgia]

EXHIBIT "A"

(LEGAL DESCRIPTION)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 146 of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

TO FIND THE TRUE PLACE OR POINT OF BEGINNING, commence at an iron pin set on the westerly right-of-way line of South Perry Street (seventy-foot (70') right-of-way), said point being 236.13 feet as measured along said right-of-way line in a southerly direction, and following the curvature thereof, from the point of intersection of said right-of-way line with the centerline of Lucky Street; run thence along the westerly right-of-way line of South Perry Street South 03 degrees 09 minutes 06 seconds East 74.12 feet to a point marked by an iron pin set, said point being the **TRUE PLACE OR POINT OF BEGINNING**. **FROM SAID TRUE PLACE OR POINT OF BEGINNING** as thus established, continue thence along said right-of-way line South 03 degrees 09 minutes 06 seconds East 71.35 feet to a point marked by an iron pin set; depart from said right-of-way and run South 88 degrees 46 minutes 31 seconds West 222.41 feet to a point marked by a one inch (1") iron bar; run thence North 04 degrees 19 minutes 25 seconds West 73.49 feet to a point marked by a one inch (1") iron bar; run thence North 89 degrees 18 minutes 24 seconds East 224.00 feet to a point marked by an iron pin set on the westerly right-of-way line of South Perry Street, said point being the **TRUE PLACE OR POINT OF BEGINNING**.

Said tract is shown as Tract 2 containing 0.370 acres on a plat of survey entitled "Survey for: Sullivan Perry, LLC, Lawrenceville Perry, LLC, Commonwealth Land Title Insurance Company & Webb, Tanner & Powell, LLP", dated February 28, 2003, prepared by Apalachee Land Surveying, Inc. Professional Land Surveying Services, and certified by Charles D. Norton, Georgia Registered Professional Land Surveyor No. 2872.

The above described property being known as 306 S. Perry Street, Lawrenceville, Georgia, and designated as Tax Parcel No. R5146D 066 on the tax assessor's records of Gwinnett County, Georgia.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: CONSENT AGENDA

Item:	38 Reid St property acquisition
Department:	City Manager
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	\$300,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the purchase and sale agreement for 38 Reid St, and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney.

Summary: This is a strategic property that will be used for future redevelopment in this area.

Background:

Fiscal Impact: \$300,000.

Attachments/Exhibits:

- PSA 38 Reid.pdf

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **MEA FAMILY INVESTMENTS, LP**, a Georgia limited liability company (hereinafter called "Seller"), and **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation (hereinafter called "Buyer").

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell, and Buyer hereby agrees to buy approximately 0.53 acres of property known as 38 Reid Street, Lawrenceville, Georgia 30046, Gwinnett Tax Parcel R5146C032 together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described in Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be Three Hundred Thousand Dollars (\$ 300,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of the Seller, without any independent investigation (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller will have good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said Property and recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all

or any part of the Property.

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

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

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vi) there are no encroachments upon the Property.
- vii) there are no deed restrictions or covenants that affect or apply to the Property.
- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.
- x) To the best of Seller's knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xi) the Property contains no burial ground, burial object or cemetery as

defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.

- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

For a period of sixty (60) days from the Effective Date of this Agreement, Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the Property to inspect, examine, and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the Property for Buyer's intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages, and suits resulting from Buyer or Buyer's agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period. The Buyer may cancel this Contract at any time during the Inspection Period by providing written notice to Seller and upon said notice Buyer shall be entitled to the return of any Earnest Money paid in accordance with terms of this Contract.

5. Objections to Title.

On or before the end of the Inspection Period, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed ten (10) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections at least five (5) days prior to closing, Buyer may terminate this Agreement by providing written notice to Seller and Buyer may recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before December 31, 2025, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to the parties.

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

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

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

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

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

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

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of Ten Thousand Dollars (\$10,000.00) to Pereira, Kirby, Kinsinger & Nguyen, LLP. At the closing hereunder all Earnest Money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said Earnest Money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller's sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing. The notice may be sent by registered or certified mail, postage pre-paid, or by documented overnight delivery by courier of choice. A courtesy copy of any notice may be sent by electronic mail (e-mail). The notice shall be delivered based on the information set forth

below:

Buyer: City of Lawrenceville, Georgia
 70 S Clayton St
 P.O. Box 2200
 Lawrenceville, Georgia 30046
 Attention: Chuck Warbington, City Manager
 Email chuck.warbington@lawrencevillega.org

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
 P.O. Box 1250
 690 Longleaf Drive
 Lawrenceville, GA 30046
 Attention: Lawrenceville City Attorney
 Email: fhartley@pkknlaw.com and lthompson@pkknlaw.com

Seller: MEA FAMILY INVESTMENTS, LP
 4398 Lochsa Ln
 Suwanee, GA 30024
 Attn: Martha E. Ashworth
 Email:

10. Miscellaneous.

(a) Interpretation. In this Agreement, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.

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

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

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

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

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

(g) Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

11. Modification of Contract.

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

12. Entire Contract.

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

13. Mutual Drafting.

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

14. Survival of Contract.

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

15. Special Stipulations

- A. This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.
- B. The Seller has advised the Buyer of a lease on the property. All tenants shall vacate the property on or before closing.

This Agreement is agreed to this
_____ day of _____, 2025.

MEA FAMILY INVESTMENTS, LP

By: _____
Name: Martha E. Ashworth
Title: Managing Partner

SELLER

[Signature page for Contract for Purchase and Sale between MEA FAMILY INVESTMENTS, LP
and the City of Lawrenceville, Georgia}

This Agreement is agreed to this
_____ day of _____, 2025.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Name: _____

Title: _____

BUYER

[Signature page for Contract for Purchase and Sale between MEA FAMILY INVESTMENTS, LP
and the City of Lawrenceville, Georgia}

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 146 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville, and being shown as Tract II containing 0.5354 acre according to a plat of survey for Fayette A. Sims, III by McNally & Patrick, dated January 10, 1991, as revised January 21, 1991, and more particularly described as follows:

TO FIND THE TRUE PLACE OR POINT OF BEGINNING, begin at the point of intersection of the east right of way line of North Clayton Street with the south right of way line of Reid Street (a 30-foot right of way); run thence along the south right of way line of Reid Street North 84 degrees 41 minutes 43 seconds East a distance of 515.87 feet to a point marked by an iron pin and the TRUE PLACE OR POINT OF BEGINNING; from said beginning point as thus established, continue thence along said right of way line North 84 degrees 41 minutes 43 seconds East a distance of 212.06 feet to a point; continue thence easterly along the said right of way line an arc distance of 58.94 feet to an iron pin located on the northwesterly right of way line of the Lawrenceville Branch Main Line Rail Road (abandoned) based on a 100-foot right of way; said arc having a radius of 862.795 feet and being subtended by a chord bearing and distance of North 82 degrees 44 minutes 18 seconds East 58.93 feet; thence southwesterly along the northwesterly right of way line of said Lawrenceville Branch Main Line Rail Road (abandoned) an arc distance of 135.46 feet to an iron pin located on the north right of way line of the Seaboard Coastline Rail Road (based on a 100-foot right of way); said arc having a radius of 697.336 feet and being subtended by a chord bearing and distance of South 33 degrees 03 minutes 50 seconds West 135.24 feet; thence South 87 degrees 35 minutes 13 seconds West along the north right of way line of said Seaboard Coastline Rail Road a distance of 190.08 feet to an iron pin; thence North 03 degrees 35 minutes 13 seconds West a distance of 94.48 feet to the iron pin found on the south right of way line of Reid Street and the true place or point of beginning.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	SUP2025-00109; Soccer 5 Atlanta c/o Anderson Tate & Carr; 0 Curtis Road (PIN: 5145 299)
Department:	Planning and Development
Date of Meeting:	Monday, October 27, 2025
Presented By:	Todd Hargrave, Director of Planning and Development
Applicants Request:	Special Use Permit to allow a Recreation and Entertainment Facility (Outdoor Soccer Fields)
Planning & Development Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Recommendations

Summary: The applicant requests a Special Use Permit for an outdoor recreation facility featuring five small-sided soccer fields; to serve as a community hub for youth, families, and adult leagues, operated by Soccer 5®, a company dedicated to providing high-quality, small-sided soccer environments. The subject property is located along the eastern right-of-way of Curtis Road, between its intersections with Hurricane Shoals Road and Southern Way.

Attachments/Exhibits:

- SUP2025-00109_RPRT_07302025.docx
- SUP2025-00109_P&D REC CNDS_07302025.docx
- SUP2025-00109_ATTCHMNTS_07072025.pdf
- SUP2025-00109_M&C REC CNDS_10012025.docx



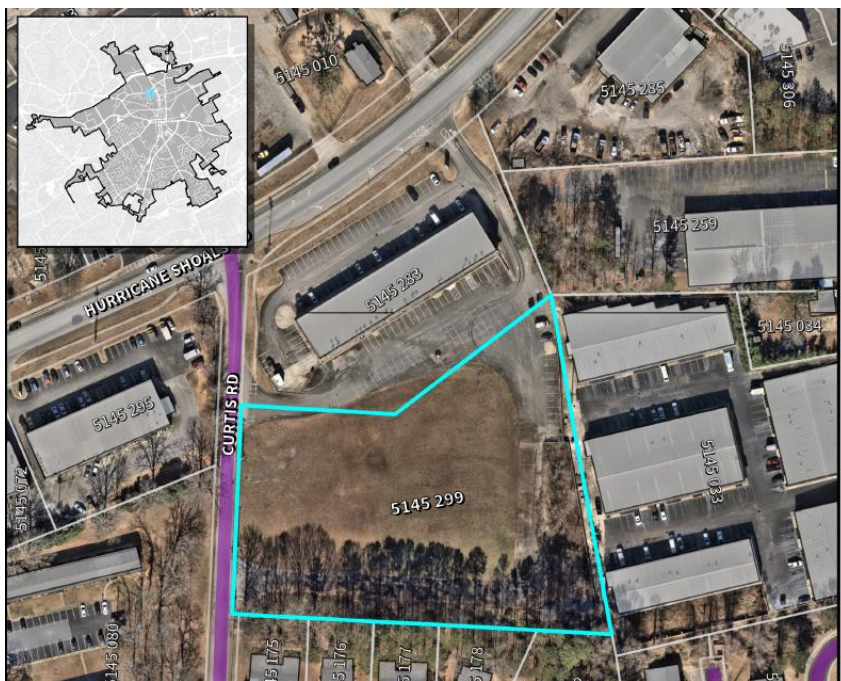
LAWRENCEVILLE

Planning & Development

SPECIAL USE PERMIT

CASE NUMBER(S):	SUP2025-00109
APPLICANT(S):	SOCCER 5 ATLANTA c/o MELODY A. GLOUTON, ANDERSON TATE CARR
PROPERTY OWNER(S):	DULUTH CHURCH OF CHRIST, INC.
LOCATION(S):	0 CURTIS ROAD
PARCEL IDENTIFICATION NUMBER(S):	R5145 299
APPROXIMATE ACREAGE:	3.38 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	RECREATION AND ENTERTAINMENT FACILITY (OUTDOOR-SOCCER FIELDS)
DEPARTMENT RECOMMENDATION:	APPROVAL WITH CONDITIONS

VICINITY MAP





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

-  Subject Property (~3.35 acres)
-  Lawrenceville City Limits
-  City Maintained Streets
-  County/State Maintained Streets

ZONING AND DEVELOPMENT STANDARDS

The applicant proposes the development of three (3) soccer fields measuring 130 ft. by 80 ft. and two (2) measuring 80 ft. by 65 ft. The site plan includes two shade canopies, a 65 ft. by 30 ft. service building, and three (3) access points; two (2) along Curtis Road (one shared with adjacent commercial property) and one (1) existing drive on the southern edge. While a 50-foot buffer is required adjacent to nearby residential property, the applicant notes that a portion of this area contains an existing paved access drive, which they intend to retain without further disturbance. A 6-foot fence is also proposed along the southern property line to buffer residential uses.

The proposal meets the following standards established in the zoning ordinance:

Article 1 Districts, Section 102.13 BG – General Business District, B. Lot Development Standards

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
Minimum Lot Area	<i>None</i>	<i>16,411 sq. ft.</i>	<i>N/A</i>
Minimum Lot Width	<i>None</i>	<i>275 feet</i>	<i>N/A</i>
Maximum Building Height	<i>35 feet</i>	<i>35 feet</i>	<i>N/A</i>
Minimum Front Yard Setback	<i>50 feet</i>	<i>50 feet</i>	<i>N/A</i>
Minimum Side Yard Setback	<i>10 feet</i>	<i>10 feet</i>	<i>N/A</i>
Minimum Rear Yard Setback	<i>10 feet</i>	<i>10 feet</i>	<i>N/A</i>
Impervious Surface Coverage	<i>95%</i>	<i>N/A</i>	<i>N/A</i>

Article 1 Districts, Section 103.2 Use Table

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
Outdoor Recreational Facility (Outdoor)	BG- Special Use Permit	BG- Special Use Permit	<i>Approval w/ Conditions</i>

Article 4 Buffers, Section 403 – Buffers Table

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
BG/RM-12	<i>50ft</i>	<i>0 ft</i>	<i>Reduction</i>

**Article 5 Parking, Section 508 – Number of Off-Street Parking Spaces Required,
Table 5-3: Number of Off-Street Parking Spaces Required**

<i>Standard</i>	<i>Requirement</i>	<i>Proposal</i>	<i>Recommendation</i>
Outdoor Recreational Facility (outdoor)	<i>1 parking space per 1,000 SF GFA or 1 per 5 seats</i>	<i>105</i>	<i>N/A</i>

**Article 6 Architectural and Design Standards, Section 602 – Non-Residential
Minimum Architectural and Design Standards**

The proposed principal structure consists of a flat-roofed building, however, the renderings do not specify the materials to be used.

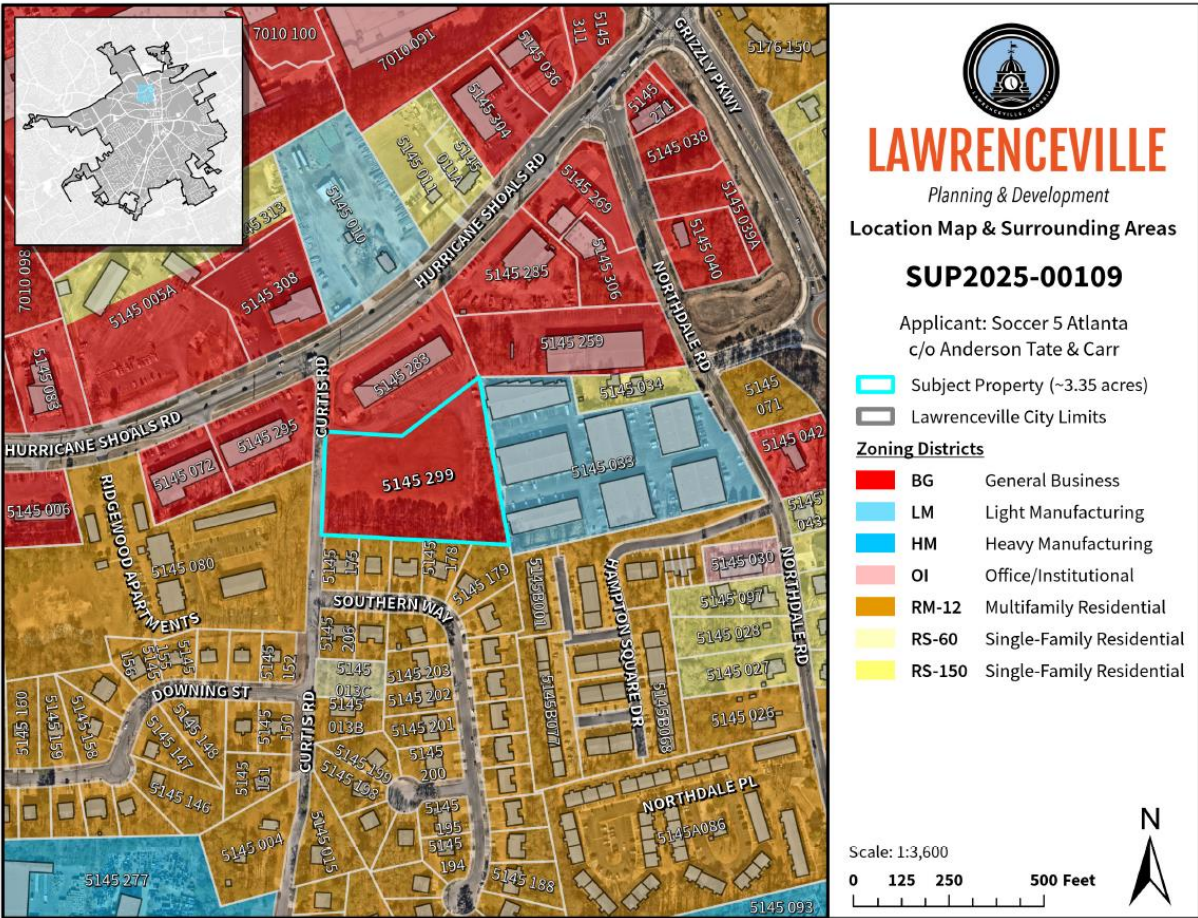
RIGHT-OF-WAY IMPROVEMENTS

Curtis Road is a City of Lawrenceville owned and maintained right-of-way, classified as a Local Residential Street (roadway). The proposed use and requested zoning could require the reclassification of Curtis Road into a Local Industrial Street classification. Additionally, the current right-of-way width of Curtis Road is inconsistent or varying with minimum standards, and local regulations would require a Local Industrial Street to consist of minimum right-of-way of sixty feet (60 ft.) in width. In addition, the current width of the pavement on the roadway is approximately nineteen feet (19 ft.), and local regulations would require a Local Industrial Street to consist of a minimum pavement width of thirty-two feet (32

ft.). Furthermore, the required improvements to Curtis Road could include the installation of a deceleration lane along the road frontage, and additional improvements to the Curtis Road right-of-way extending to the north with its intersection with Hurricane Shoals Road.

The site will be accessed via one (1) existing driveway along the right-of-way, and a shared private internal driveway traversing along or near the southern and eastern property lines and exiting the property at or near the northeastern portion of the property. The shared private internal driveway continues in a southwestern direction and traverses onto the subject property at or near the northwestern portion of the property. The City does not have verification of the existence of an internal access easement, and to satisfy the intent of the Development Regulations this type of agreement would be required prior to the commencement of land disturbing activity. In addition, the existing driveway along Curtis Road may require improvements consistent with the minimum standards regulating Industrial Driveways. Therefore, the development of the property will require the dedication of right-of-way, improvements to, and reclassification of the existing roadway.

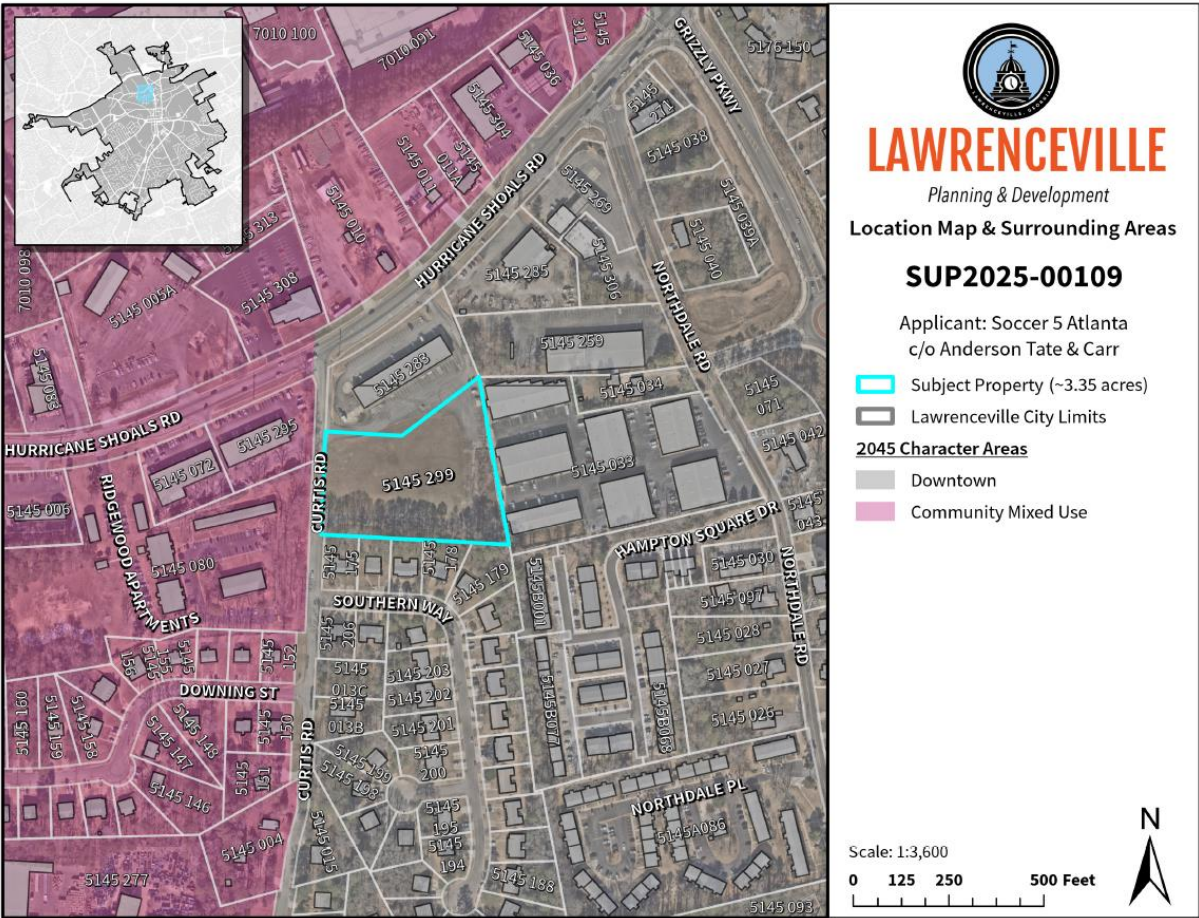
CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The immediate surrounding area consists of a mix of commercial, residential multi-family, and light industrial uses and zoning. The parcel located immediately to the east of the subject property is zoned LM and is similarly used for flex office/warehouse spaces. The properties to the north along Hurricane Shoals Road are zoned predominantly BG and are used as retail spaces. The Southgate Unit 1 Subdivision is located directly south of the subject property, consisting of residential duplexes zoned RM-12. The Ridgewood Apartments are located directly across from Curtis Road and are also zoned RM-12.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Downtown Character Area. Lawrenceville’s Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce. By introducing an active, community-oriented use, focused on youth sports and public engagement; the proposed development may support the area’s emphasis on enhancing quality of life, promoting health and wellness, and creating spaces for social interaction. While the Downtown Character Area is traditionally associated with cultural, commercial, and pedestrian-oriented uses, the soccer facility contributes to the vibrancy and community life envisioned for the area. Additionally, the inclusion of amenities such as shade structures and buffered

fencing demonstrates sensitivity to surrounding uses and helps integrate the facility into the broader urban fabric.

STAFF RECOMMENDATION

The subject property is currently undeveloped and has been previously cleared. It is surrounded by a mix of commercial, industrial, and residential uses. The introduction of a low-intensity outdoor recreation use such as soccer fields may be compatible with this diverse context. The proposed use can serve as a transition between higher-intensity commercial/industrial uses and nearby residential properties, particularly with proper buffering and fencing in place.

As such, the Planning and Development Department recommends the **APPROVAL WITH CONDITIONS** of the request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

Lawrenceville Power will serve this development.

GAS DEPARTMENT

Lawrenceville Gas will serve this development.

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;'**

The subject property is surrounded by a mix of commercial, industrial, and residential uses, making it a suitable location for a recreational use that can serve as a transitional buffer between more intense and less intense land uses. An outdoor recreation facility complements the area's diversity and introduces a community-serving amenity that aligns well with nearby development patterns.

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

The proposed facility is designed with sensitivity to surrounding properties. A 6-foot fence and preserved buffer would help minimize potential impacts to adjacent residential areas, and the site's orientation and limited building footprint reduce the likelihood of adverse effects on nearby commercial and industrial uses. The recreational nature of the use is not anticipated to create nuisances that would impair the usability of neighboring parcels.

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

Yes, the property has reasonable economic use as currently zoned; however, it remains undeveloped and cleared. Allowing the special use for an outdoor recreation facility would unlock a viable and productive community use that may not otherwise be achievable under strict interpretation of the base zoning district. The proposal enables appropriate and beneficial use of an underutilized parcel.

- 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 proposed use is not expected to cause an excessive burden on public infrastructure. The site includes adequate vehicular access from Curtis Road and existing drives. As a private outdoor facility, it will not place demands on

school capacity, and its operating hours and event scheduling can be managed to mitigate peak-hour traffic impacts.

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

The 2045 Comprehensive Plan designates the site within the Downtown Character Area, which supports a variety of active, community-oriented uses that enhance quality of life. The plan encourages recreation, green space, and public gathering areas, especially in proximity to civic and educational institutions. The proposed soccer facility supports these goals by promoting health, engagement, and placemaking in the downtown area.

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

The property's cleared condition, surrounding mix of land uses, and increasing demand for youth and adult recreational space support approval of the proposal. The shift toward mixed-use, community-oriented development in the downtown area reinforces the value of adding active recreational amenities that serve a broad demographic and contribute to the vibrancy of the community.



LAWRENCEVILLE

Planning & Development

PLANNING & DEVELOPMENT

RECOMMENDED CONDITIONS

SUP2025-00109

Approval of a Special Use Permit to allow a Recreation and Entertainment Facility (outdoor soccer fields) at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

- A.** A Recreation and Entertainment Facility, specifically outdoor soccer fields, as a Special Use Permit in BG (General Business District) zoning.
- B.** The development shall be in general accordance with the submitted site plan received by the Department of Planning and Development on July 7, 2025, 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 and exhibits received on July 7, 2025.
- C.** 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.
- D.** Metal building facades are prohibited.

2. To satisfy the following site development considerations:

- A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
- B.** Provide a fifty-foot-wide (50 ft.) building setback adjacent to all rights-of-way (Curtis Road).

- C.** Provide a minimum ten-foot (10 ft.) landscape strip along all rights-of-way (Curtis Road). Front Yard Landscape Strips require the following plantings every one-hundred-linear foot (100 LF) of property line adjacent to a right-of-way, two (2) understory trees; eighteen (18) Shrubs; eighteen (18) Ornamental Grasses; and eighteen (18) Ground Cover. Final approval of a landscape plan shall be subject to the review and approval of the Director of the Planning and Development Department.
- D.** Provide a minimum of five-foot wide (5 ft.) concrete sidewalk adjacent to the public right-of-way along Curtis Road. Required five-foot wide (5 ft.) concrete sidewalk shall be a minimum of two feet (2 ft.) from the required back-of-curb.
- E.** During construction, a five-foot (5 ft.) Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outermost perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers, or Undisturbed Wetlands.
- F.** A five-foot (5 ft.) Construction Setback shall terminate with the issuance of a Certificate of Completion, Development Conformance, and/or Occupancy.
- G.** Provide a two-hundred-foot (200 ft.) acceleration/deceleration lane with fifty-foot (50 ft.) taper along the eastern right-of-way of Curtis Road, subject to the approval of City of Lawrenceville Engineering Department.
- H.** All grassed areas shall be sodded.
- I.** Underground utilities shall be provided throughout the development.
- J.** Natural vegetation shall remain on the property until the issuance of a development permit.
- K.** Ground signage shall be limited to one monument-type sign serving the overall development and shall be subject to review and approval by the Director of Planning & Development. The sign shall include a minimum two-foot-high brick or stacked stone base, and the sign cabinet shall be fully surrounded by the same materials, matching the building's architectural treatments.
- L.** Billboards or oversized signs shall be prohibited.
- M.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or rights-of-way.

- N.** Dumpsters shall be located interior in the site away from adjacent residential property and screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Dumpster enclosure shall be a minimum of eleven feet (11 ft) in width and fourteen feet (14 ft) in length.
- O.** 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.
- P.** Peddlers and/or parking lot sales shall be prohibited.
- Q.** The owner shall repaint or repair any graffiti or vandalism within seventy-two (72) hours of notice from the City.
- R.** The owner at their own expense shall construct the improvements required by Gwinnett County for public water and sewer for the subject property and shall convey the same to the County, free of all liens. Said improvements shall include on- and off-site improvements as are required by the County to provide service to the subject property.



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Soccer 5 Atlanta</u>	NAME: <u>Duluth Church of Christ, Inc.</u>
ADDRESS: <u>c/o Andersen Tate & Carr</u> <u>1960 Satellite Blvd S-4000</u>	ADDRESS: <u>P.O. Box 4284</u>
CITY: <u>Duluth</u>	CITY: <u>Suwanee</u>
STATE: <u>GA</u> ZIP: <u>30097</u>	STATE: <u>GA</u> ZIP: <u>30024</u>
PHONE: <u>mglouton@atclawfirm.com</u>	PHONE: _____
CONTACT PERSON: <u>Melody A. Glouton</u> PHONE: <u>770-822-0900</u>	
CONTACT'S E-MAIL: <u>mglouton@atclawfirm.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>3.380</u>	
PARCEL NUMBER: <u>R5145 299</u>	
ADDRESS OF PROPERTY: <u>0 Curtis Road</u>	
PROPOSED SPECIAL USE: <u>Outdoor recreation facility (soccer fields)</u>	

Melody A. Glouton 7/7/25
SIGNATURE OF APPLICANT DATE

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

D. Sayre 7/7/25
NOTARY PUBLIC



Darren Brown 7/7/25
SIGNATURE OF OWNER DATE

Darren Brown
TYPED OR PRINTED NAME

Kristina Jackson 7/7/25
NOTARY PUBLIC DATE



70 S. Clay Street, Lawrenceville, Georgia 30046 2200

SUP2025-00109
RECEIVED JULY 7, 2025
PLANNING & DEVELOPMENT DEPARTMENT

SUP2025-00109
RECEIVED JULY 10, 2025
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? No 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)

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No 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.

July 7, 2025

**LETTER OF INTENT AND
JUSTIFICATION FOR SPECIAL USE PERMIT**

**Special Use Permit Application
City of Lawrenceville, Gwinnett County, Georgia**

Applicant:
Soccer 5 Atlanta

Property/Tax Parcel ID
R5145 299

±3.38 Acres of Land
Located at 0 Curtis Road, Lawrenceville, Georgia
For Outdoor Recreation Facility

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

I. INTRODUCTION

This Application for a Special Use Permit is submitted for a 3.38-acre parcel of land located on Curtis Road, south of its intersection with Hurricane Shoals Road, in the City of Lawrenceville, Georgia, and being shown on the survey prepared by Lowery & Associates Land Surveying, LLC, dated April 12, 2022, (hereinafter the “Property”). The Property is located in the City of Lawrenceville and is currently zoned BG (General Business District).

The Property that is the subject of this Special Use Permit application is owned by Duluth Church of Christ, Inc., and further identified below from the Gwinnett County Geographical Information System:



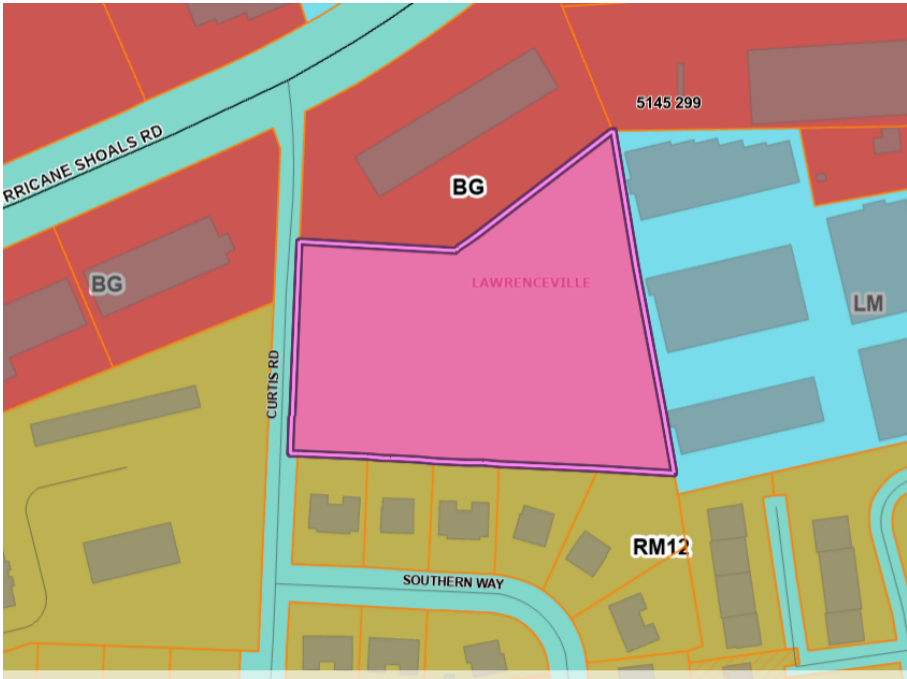
As indicated, the Property is currently zoned BG pursuant to the City of Lawrenceville Zoning Ordinance (the “Ordinance”). The Applicant, Soccer 5 Atlanta (the “Applicant”), now seeks to obtain a Special Use Permit to develop the property into an outdoor recreation facility to include soccer fields of varying sizes.

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 a single tax parcel with frontage on Curtis Road, just south of its intersection with Hurricane Shoals Road and north of Southern Way. The surrounding uses and zoning classifications are as follows:

Location	Land Use	Zoning
Proposed Site	Recreational	BG
North	Commercial	BG
South	Multifamily Residential	RM12
East	Industrial	LM
West	Commercial, Multifamily Residential	BG; RM12



The Applicant is seeking to obtain a Special Use Permit application to allow for the development of an outdoor recreation facility with soccer fields. The Property is undeveloped and has previously been cleared. It is surrounded by a variety of uses, including commercial, industrial, and residential. As such, it is an ideal location for an outdoor recreation facility.

As stated in the City of Lawrenceville’s 2045 Comprehensive Plan (the “2045 Plan”), the Property lies in the Downtown character area. The Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. Moreover, some of the key features of the Downtown character area include an emphasis on urbanist principles, such as mixed-use zoning to encourage a diverse range of activities, pedestrian-friendly streetscapes for accessibility and leisure, a diverse array of cultural events and festivals to create a sense of place and community. As indicated in the 2045 Plan, key features in this character area include proximity to educational institutions like Georgia Gwinnett College, mixed land uses to encourage synergy between learning and living, green and recreational space to enhance quality of life.

III. PROJECT SUMMARY

As shown on the site plan filed with this Application (hereinafter the “Site Plan”), the Applicant proposes to develop the Property into an outdoor recreation facility to include soccer fields of varying sizes. Three fields are proposed to be one hundred thirty feet (130 ft.) by eighty feet (80 ft.), and two fields are proposed to be eighty feet (80 ft.) by sixty-five feet (65 ft.).¹ The facility would include two, forty-foot (40 ft.) by twenty-foot (20 ft.) shade canopies, as well as one sixty-five-foot (65 ft.) by thirty-foot (30 ft.) service building. The facility would maintain two access drives along Curtis Road, one being a shared access with the existing commercial development to the north. The site maintains an existing drive access on the southern property line. Pursuant to Article 4, Section 403 of the Zoning Ordinance, the development is required to maintain a 50-foot buffer adjacent to the residentially zoned property. The Applicant submits the 50-foot buffer falls within the existing paved access. The Applicant does not intend to remove the existing paved access as that would be an unnecessary hardship for the Applicant. The Applicant does not intend to disturb any of the remaining buffer area. The site would include a 6-foot fence along the southern property line adjacent to residentially zoned property.

The proposed development would provide a local hub for youth, families, and leagues. Soccer 5® was founded in 2010 with a vision to bring small sided soccer to the United States, a concept supported in both the UK and South America. Soccer 5® is dedicated to creating dynamic small-sided soccer environments accessible to individuals of diverse ages and skill levels. The goal is to foster a vibrant community where players can pursue their passion for the game, develop their skills, and build lasting connections off the field. The facility would offer top-notch facilities and programming that foster skill development, teamwork, and enjoyment for players of all ages and abilities. The facility would include field rentals, youth leagues and clinics, adult leagues, and tournaments/events.

IV. SITE IMPACT ANALYSIS

The Applicant submits its written impact analysis which shows that rezoning to RS-TH-INF 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 Special Use Permit is consistent and suitable with the existing use and development of adjacent and nearby properties. The Property maintains frontage on Curtis Road. The proposed outdoor recreation facility is compatible with existing commercial, industrial, and residential uses and will further provide recreational space for community members.

¹ Three fields are proposed to accommodate 7 v 7, and two fields are proposed to accommodate 5 v 5.

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

No. The proposed Special Use Permit will not adversely affect the existing use or usability of adjacent or nearby property. The property is currently zoned BG and suitable for development use for a wide variety of commercial uses.

(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 without a Special Use Permit. By way of further response, the Applicant submits the Special Use Permit would allow the property to be developed into a viable, recreational use.

(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 Special Use Permit will not result in an excessive or burdensome use of the infrastructure systems. The Property has convenient access to Curtis Road and Hurricane Shoals Road. The proposed development would complement the existing and nearby commercial and residential uses.

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

The proposed Special Use Permit application is in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan. The subject property is located within the Downtown character area which encourages zoning codes that support the coexistence of residences, businesses, and recreational spaces. 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 Special Use Permit for development as an outdoor recreation facility. In addition, the Applicant submits that the subject Property's location, size, and dimensions, as well as its proximity to

downtown Lawrenceville and Georgia Gwinnett College provide further support for approval of the proposed Special Use Permit application.

V. JUSTIFICATION FOR SPECIAL USE PERMIT

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 an outdoor recreation facility, under the BG 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 denial of a Special Use Permit as 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 Special Use Permit 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

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 for Special Use Permit 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 7th day of July, 2025.

ANDERSEN, TATE & CARR, P.C.

Melody A. Glouton

Melody A. Glouton, Esq.

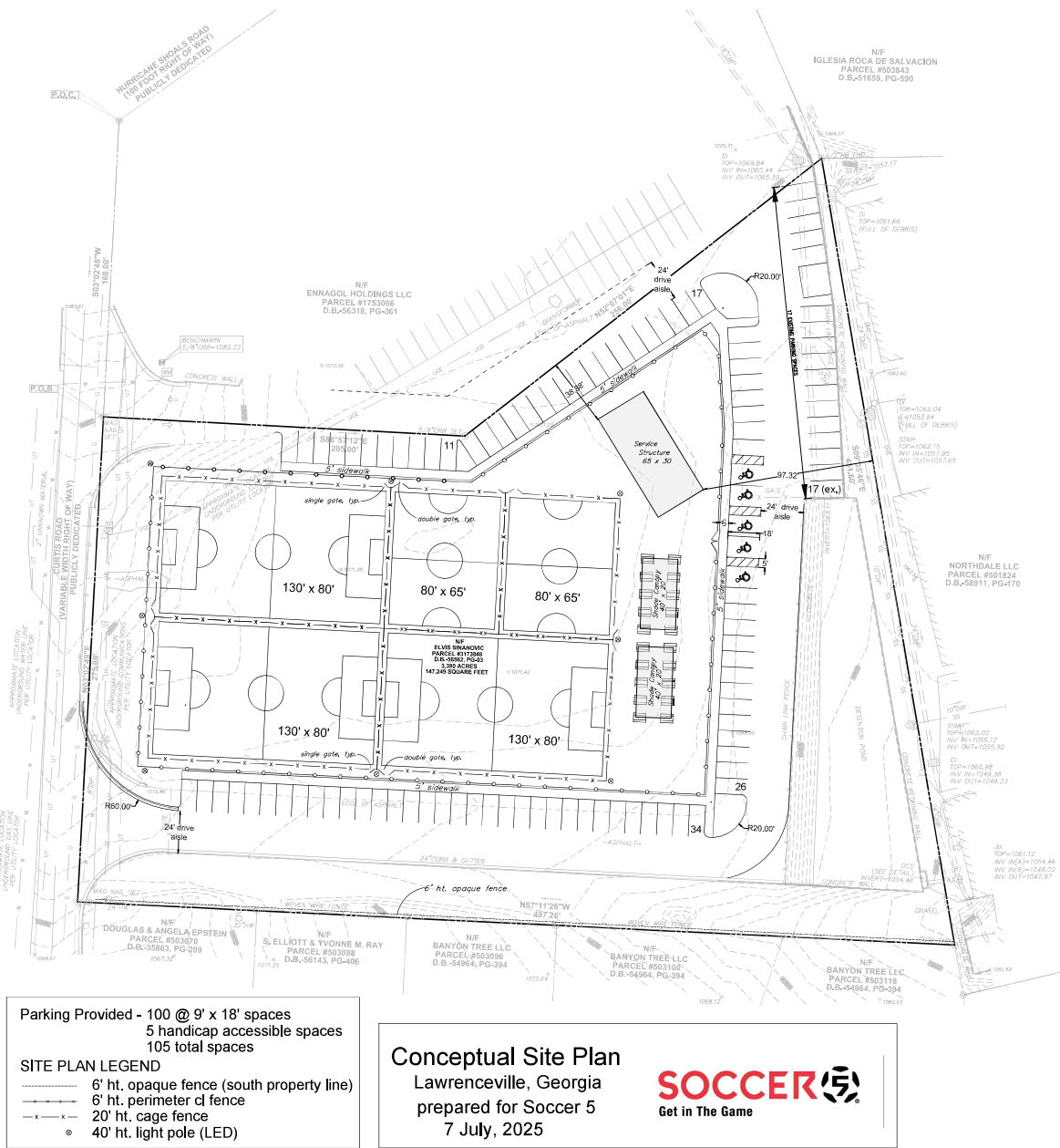
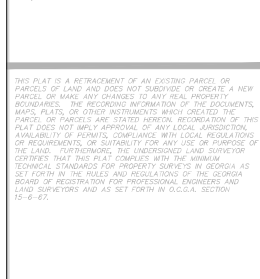
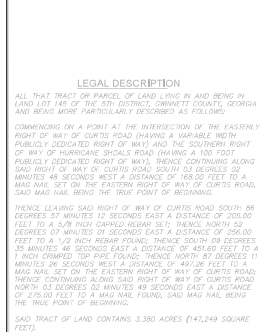
Enclosures
MAG/dwb

4925-9392-0339, v. 1

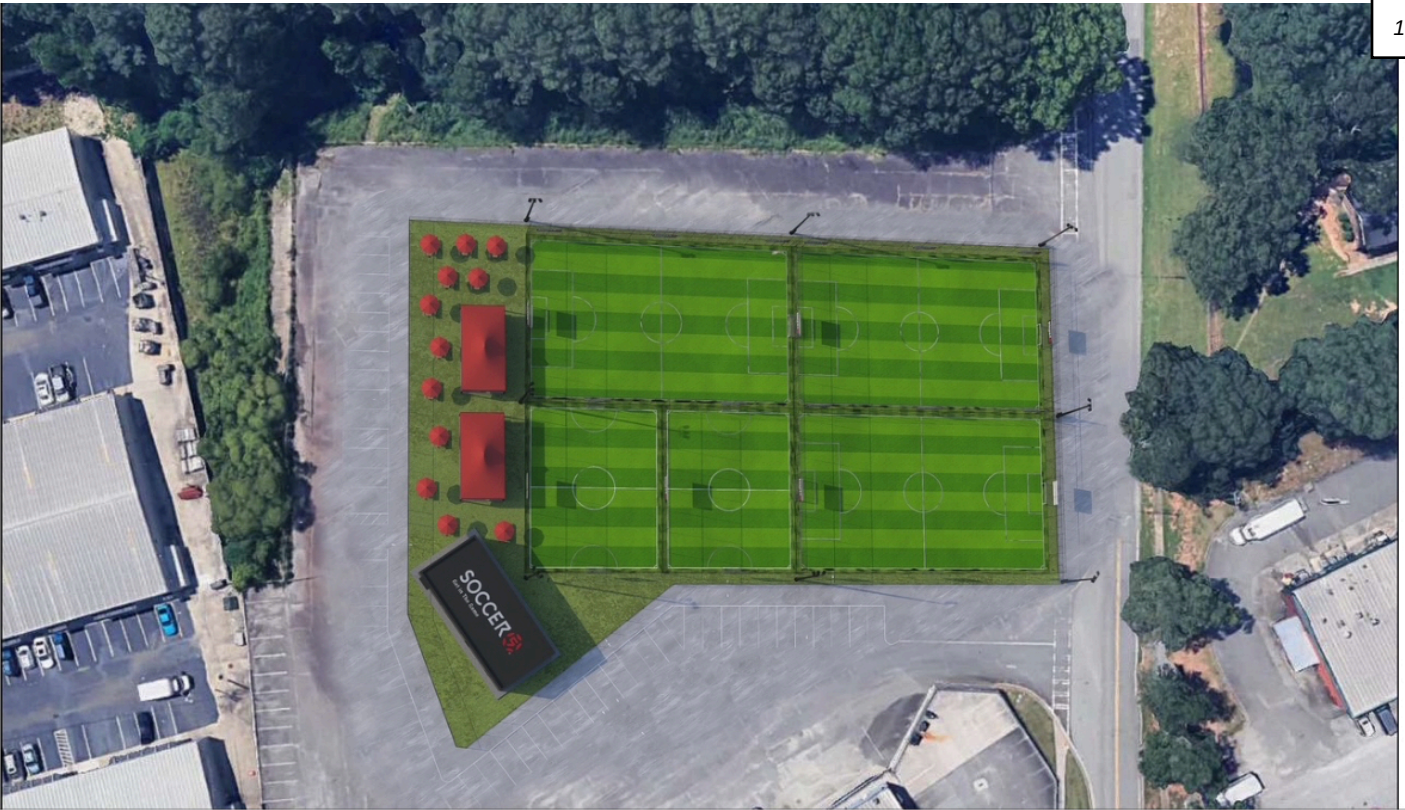
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 OF THE 5TH LAND DISTRICT, GWINNETT COUNTY, GEORGIA, BEING IN THE CITY OF LAWRENCEVILLE AND BEING SHOWN AS TRACT B CONTAINING 3.3804 ACRES ON A PLAT OF SURVEY FOR GREGORY H. STEPHENS AND DAVE E DAVIS BY MCNALLY AND PATRICK SURVEYORS (LLOYD C, MCNALLY GEORGIA REGISTERED LAND SURVEYOR NO. 2040) DATED NOVEMBER 2, 2000 AND MORE PARTICULARLY DESCRIBED ACCORDING TO SAW PLAT AS FOLLOWS:

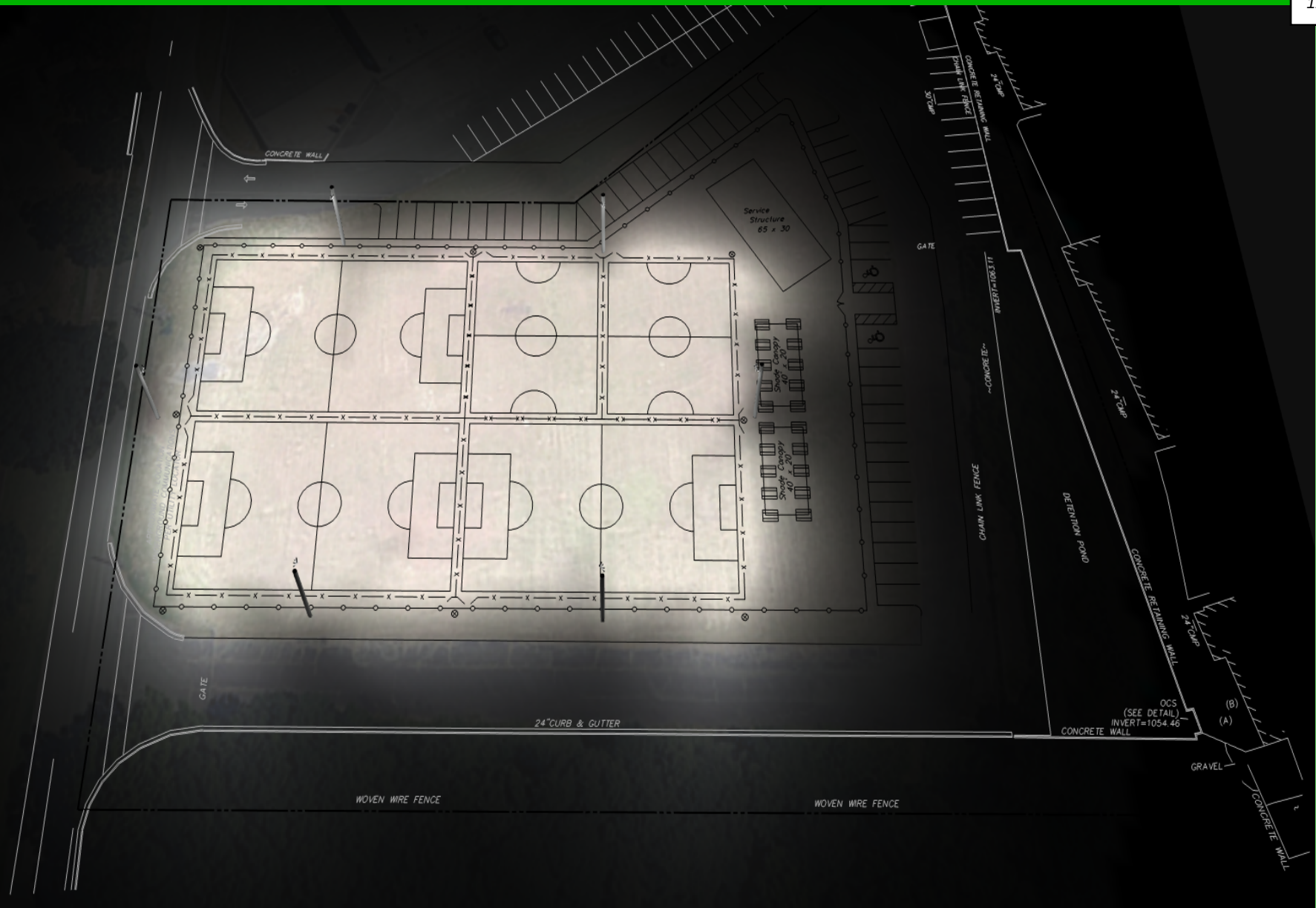
TO LOCATE THE PLACE OR POINT OF BEGINNING, BEGIN AT A POINT MARKED BY IRON PIN SET AT THE INTERSECTION OF THE EAST SIDE OF CURTIS ROAD (BASED ON A 30 FOOT PRESCRIPTIVE EASEMENT FOR CURTIS ROAD) WITH THE SOUTHEAST RIGHT OF WAY LINE OF HURRICANE SHOALS ROAD (A 100 FOOT RIGHT OF WAY); RUN THENCE ALONG THE EAST SIDE OF CURTIS ROAD SOUTH 02 DEGREES 01 MINUTES 34 SECONDS WEST A. DISTANCE OF 168.00 FEET TO A POINT WHICH IS THE TRUE PLACE OR POINT OF BEGINNING. FROM SAID BEGINNING POINT AS THIS ESTABLISHED, RUN THENCE SOUTH 87 DEGREES 58 MINUTES 26 SECONDS EAST 205.00 FEET TO A POINT; RUN THENCE NORTH 51 DEGREES 05 MINUTES 47 SECONDS EAST 256.00 FEET TO A POINT MARKED BY AN IRON PIN FOUND; RUN THENCE SOUTH 10 DEGREES 37 MINUTES 00 SECONDS EAST 451.60 FEET TO A POINT MARKED BY AN IRON PIN FOUND; RUN THENCE NORTH 88 DEGREES 12 MINUTES 40 SECONDS WEST 497.26 FEET TO A POINT MARKED BY AN IRON PIN SET ON THE EAST SIDE OF CURTIS ROAD; RUN THENCE ALONG THE EAST SIDE OF CURTIS ROAD NORTH 02 DEGREES 01 MINUTES 34 SECONDS EAST 274.99 FEET TO A POINT WHICH IS THE TRUE PLACE OR POINT OF BEGINNING.







SUP2025-00109
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PLANNING & DEVELOPMENT DEPARTMENT



THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS RP-6-22

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO QUALITE SPORTS LIGHTING LLC AND IS NOT TO BE REVEALED OR DISTRIBUTED TO OTHERS WITHOUT THE PERMISSION OF QUALITE SPORTS LIGHTING LLC. OR USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF QUALITE SPORTS LIGHTING LLC.

GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.

Qualite
SPORTS LIGHTING, LLC
WWW.QUALITE.COM

JOB NAME: **LAWRENCEVILLE SOCCER 5**

LOCATION: **LAWRENCEVILLE, GA**

REF# QL-23415

REV: D1-A

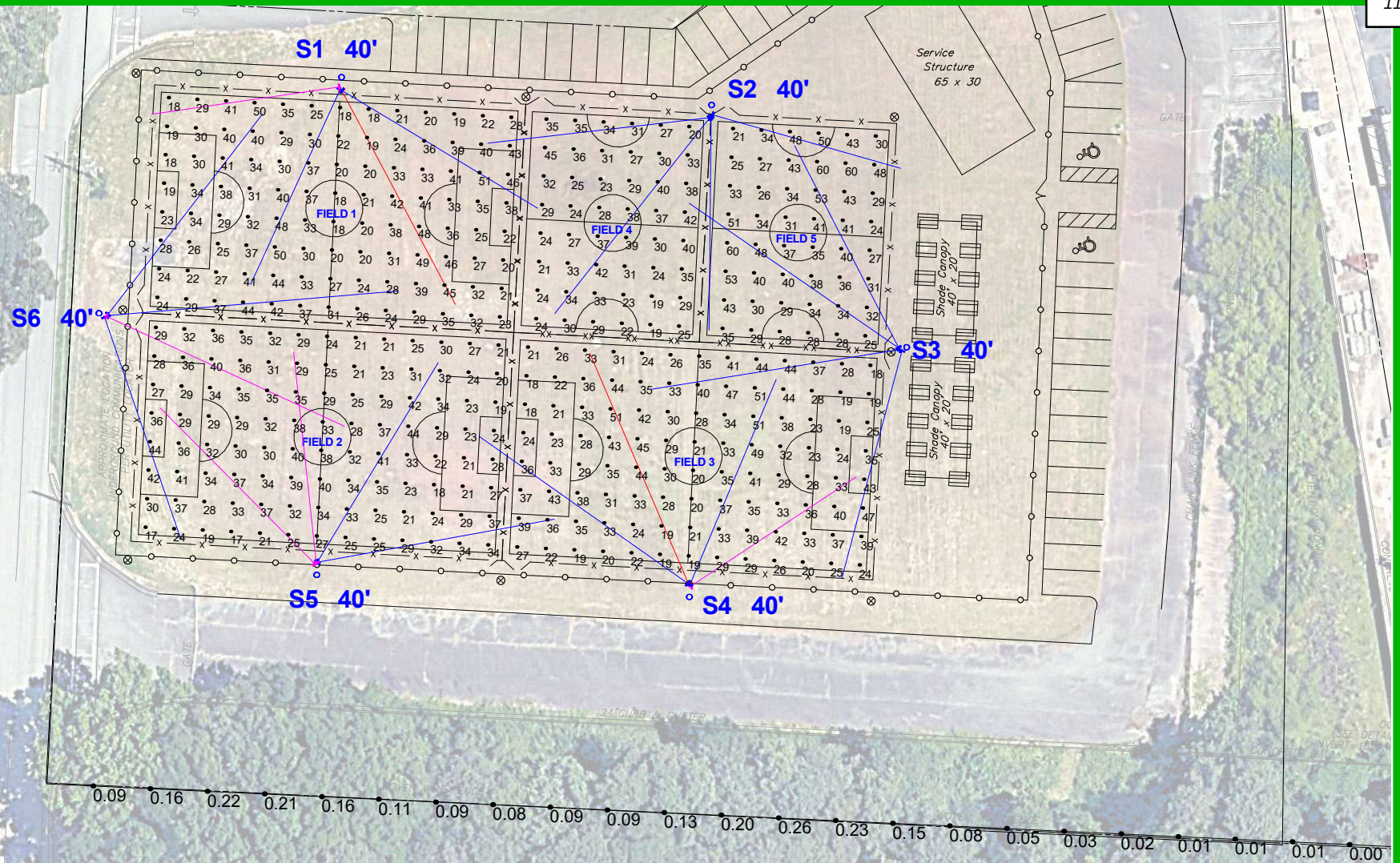
DESIGNER: P. DEL RIO

DATE: 6/7/2025

SLP 2025-00109

RECEIVED JULY 7, 2025

PLANNING & DEVELOPMENT DEPARTMENT



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Qualite
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JOB NAME: **LAWRENCEVILLE SOCCER 5**

LOCATION: **LAWRENCEVILLE, GA**

REF# QL-23415

REV: D1-A

DESIGNER: P. DEL RIO

DATE: 6

SR 2025-00109

RECEIVED JULY 7, 2025

PLANNING & DEVELOPMENT DEPARTMENT

Calculation Summary									
Label	Units	Avg	Max	Min	Max/Min	CV	UG	# Pts	Pt Spacing
FIELD 1	Fc	31.3	51	18	2.83	0.29	2.06	104	10 X 10
FIELD 2	Fc	30.1	44	17	2.59	0.21	1.94	104	10 X 10
FIELD 3	Fc	31.6	51	18	2.83	0.28	1.85	104	10 X 10
FIELD 4	Fc	30.5	45	19	2.37	0.21	1.65	48	10 X 10
FIELD 5	Fc	37.3	60	21	2.86	0.27	1.71	48	10 X 10

NEW POLES - PROPOSED LOCATIONS & STANCHION CONFIGURATIONS MUST BE VERIFIED

KW PER POLE	
Label	KW
S1	2.66
S2	2.66
S3	2.66
S4	2.66
S5	2.66
S6	2.66
TOTAL	15.96

TOTAL PROJECT: Luminaire Schedule					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	2	GC 650 N2V-33	GEN 4 SMALL VISORED	665	1,330
	17	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	11,305
	5	GC 650 N6V-33	GEN 4 SMALL VISORED	665	3,325

TOTAL 24

Luminaire Schedule					
Project: S1 40' 4 LIGHTS ON GTP POLE					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 650 N2V-33	GEN 4 SMALL VISORED	665	665
	2	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	1330
	1	GC 650 N6V-33	GEN 4 SMALL VISORED	665	665

Luminaire Schedule					
Project: S4 40' 4 LIGHTS ON GTP POLE					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	1	GC 650 N2V-33	GEN 4 SMALL VISORED	665	665
	2	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	1330
	1	GC 650 N6V-33	GEN 4 SMALL VISORED	665	665

Luminaire Schedule					
Project: S2 40' 4 LIGHTS ON GTP POLE					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	4	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	2660

Luminaire Schedule					
Project: S5 40' 4 LIGHTS ON GTP POLE					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	2	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	1330
	2	GC 650 N6V-33	GEN 4 SMALL VISORED	665	1330

Luminaire Schedule 4 LIGHTS ON GTP POLE					
Project: S3 40'					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	4	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	2660

Luminaire Schedule					
Project: S6 40' 4 LIGHTS ON GTP POLE					
Symbol	Qty	Description	Tag	Luminaire Watts	Total Watts
	3	GC 650 N4WV-33	GEN 4 SMALL VISORED	665	1995
	1	GC 650 N6V-33	GEN 4 SMALL VISORED	665	665

THIS DESIGN WAS DONE IN ACCORDANCE WITH ILLUMINATING SOCIETY OF NORTH AMERICA STANDARDS RP-6-22

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GUARANTEE IS BASED ON PROPER INSTALLATION, MINIMUM INPUT VOLTAGES, MOUNTING HEIGHT +/- 3 FEET, AND POLES PLACED WITHIN 4 FEET OF SPECIFIED LOCATIONS. POLES TO COMPLY WITH CURRENT AASHTO STANDARDS.



JOB NAME: LAWRENCEVILLE SOCCER 5

LOCATION: LAWRENCEVILLE, GA

REF# QL-23415

REV: D1-A

DESIGNER: P. DEL RIO

DATE: 6/7/2025

SLP 2025-00109

RECEIVED JULY 7, 2025

PLANNING & DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

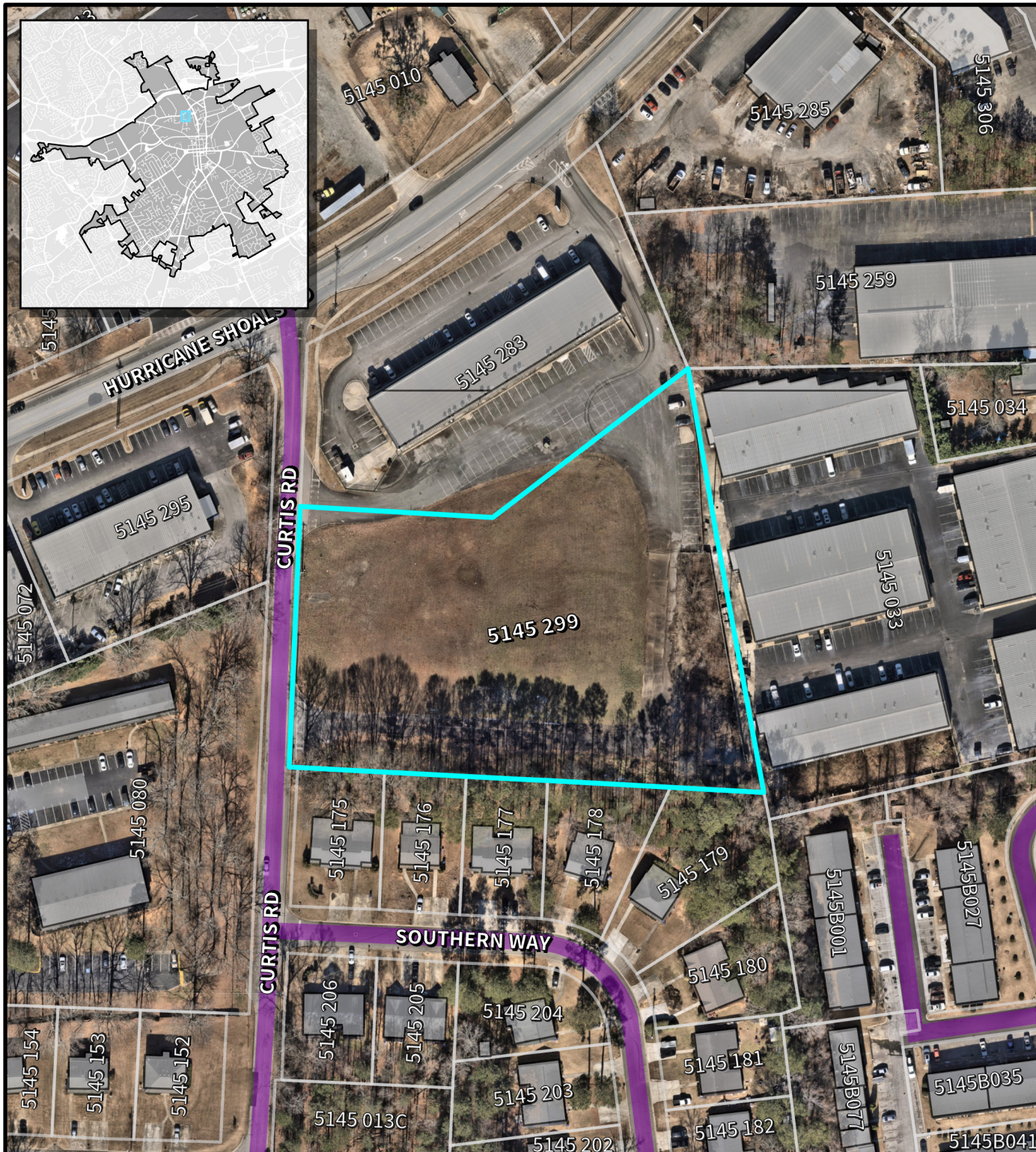
Planning & Development

Location Map & Surrounding Areas

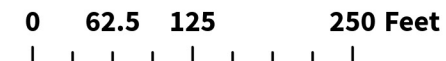
SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

-  Subject Property (~3.35 acres)
-  Lawrenceville City Limits
-  City Maintained Streets
-  County/State Maintained Streets



Scale: 1:1,800





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

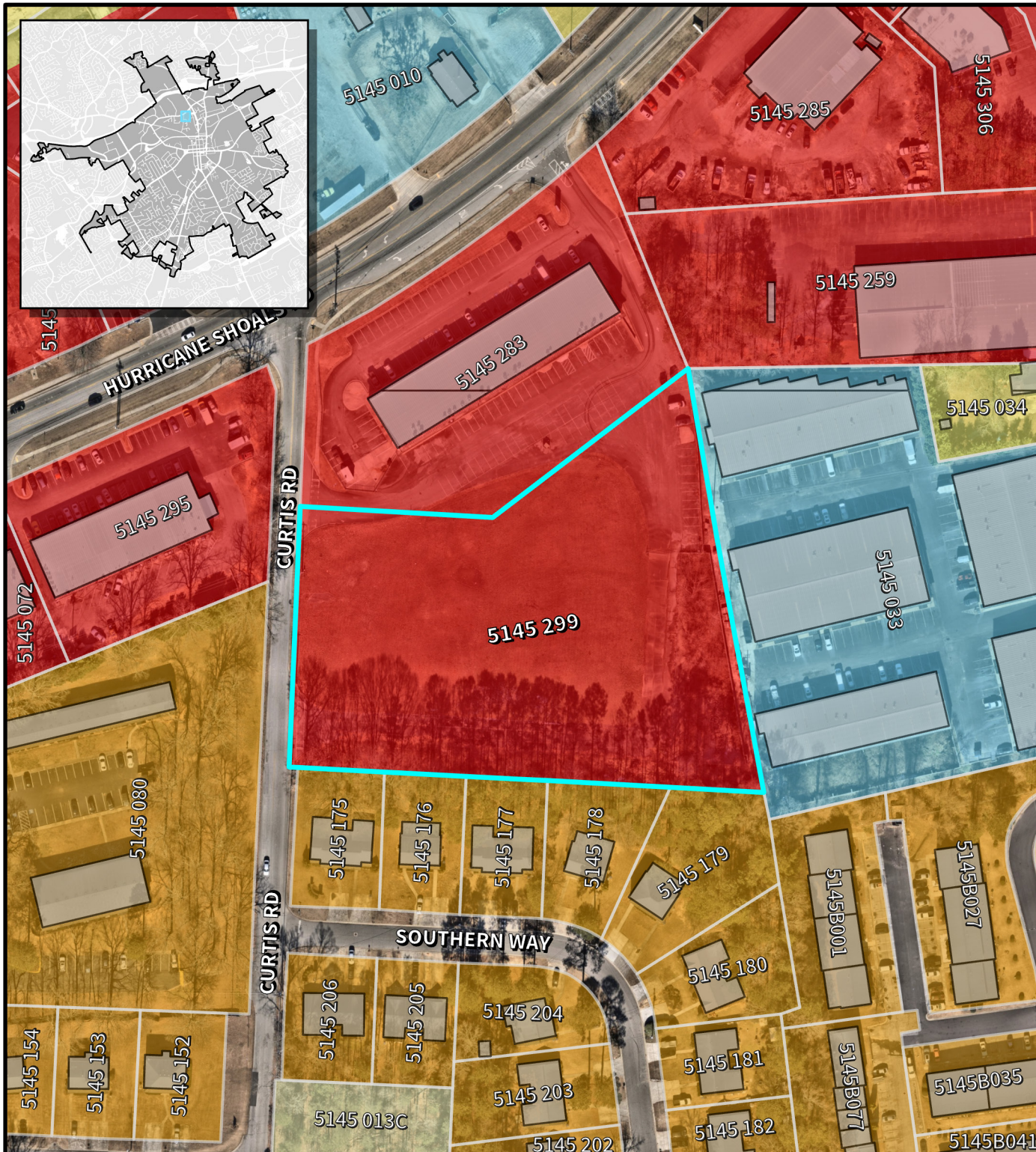
Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

 Subject Property (~3.35 acres)

 Lawrenceville City Limits

Zoning Districts

	BG	General Business
	LM	Light Manufacturing
	RM-12	Multifamily Residential
	RS-60	Single-Family Residential
	RS-150	Single-Family Residential



Scale: 1:1,800

0 62.5 125 250 Feet

N



LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

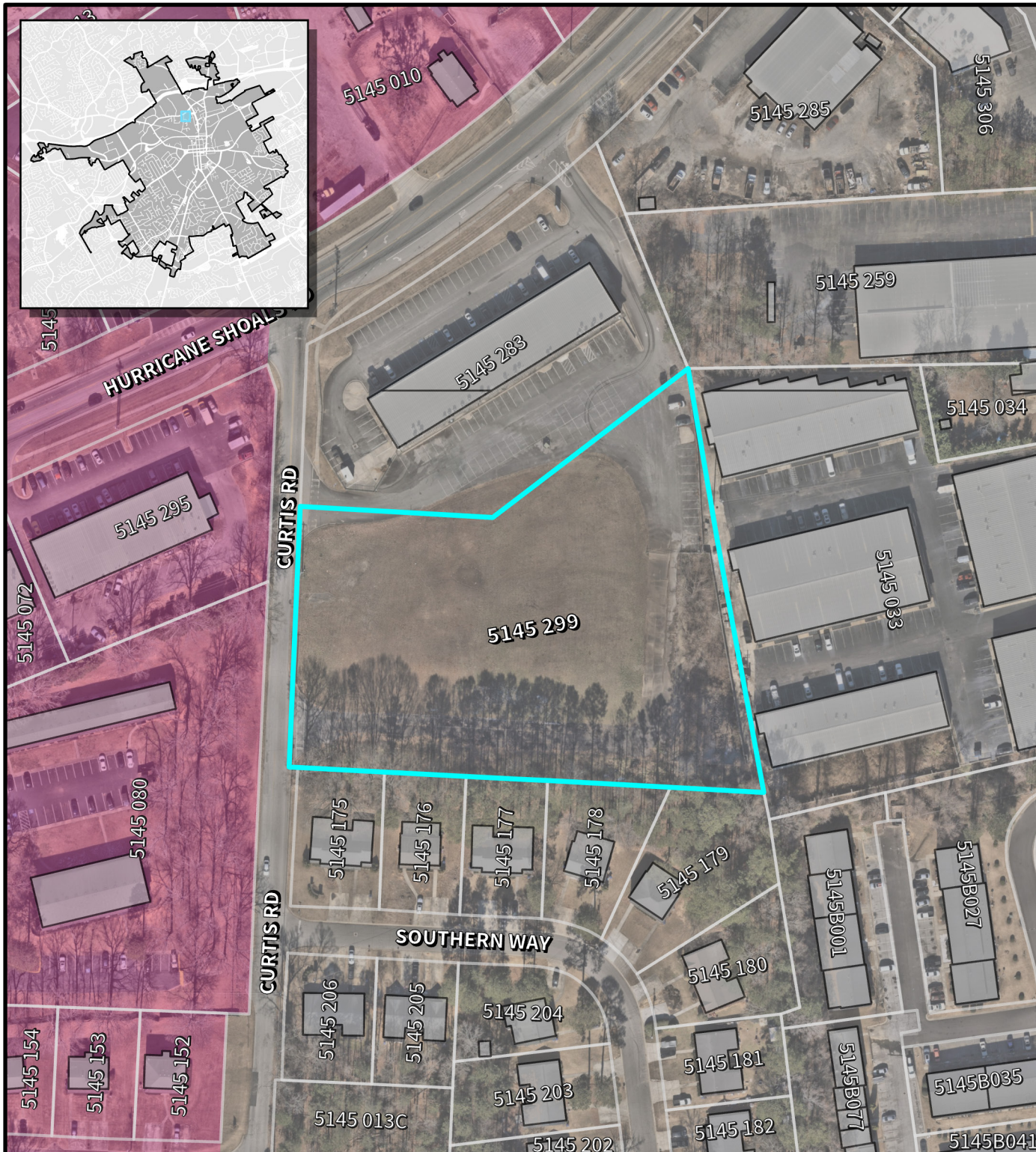
 Subject Property (~3.35 acres)

 Lawrenceville City Limits

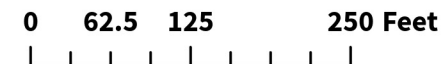
2045 Character Areas

 Downtown

 Community Mixed Use



Scale: 1:1,800





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

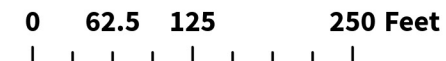
SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

-  Subject Property (~3.35 acres)
-  Lawrenceville City Limits
-  DDA Boundary



Scale: 1:1,800





LAWRENCEVILLE

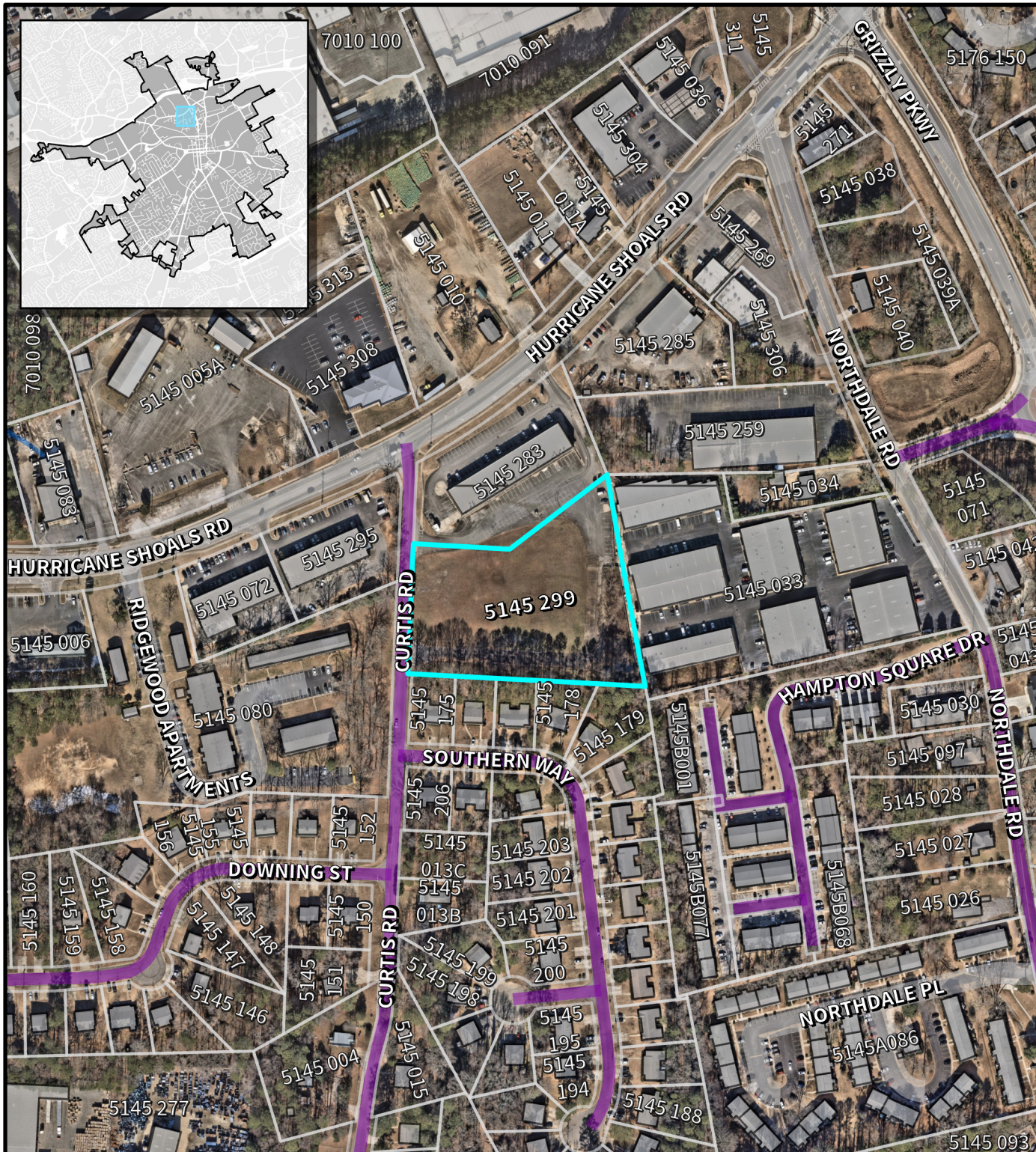
Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

-  Subject Property (~3.35 acres)
-  Lawrenceville City Limits
-  Streams
-  City Maintained Streets
-  County/State Maintained Streets



Scale: 1:3,600

0 125 250 500 Feet





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

 Subject Property (~3.35 acres)

 Lawrenceville City Limits

Zoning Districts

	BG	General Business
	LM	Light Manufacturing
	HM	Heavy Manufacturing
	OI	Office/Institutional
	RM-12	Multifamily Residential
	RS-60	Single-Family Residential
	RS-150	Single-Family Residential

Scale: 1:3,600

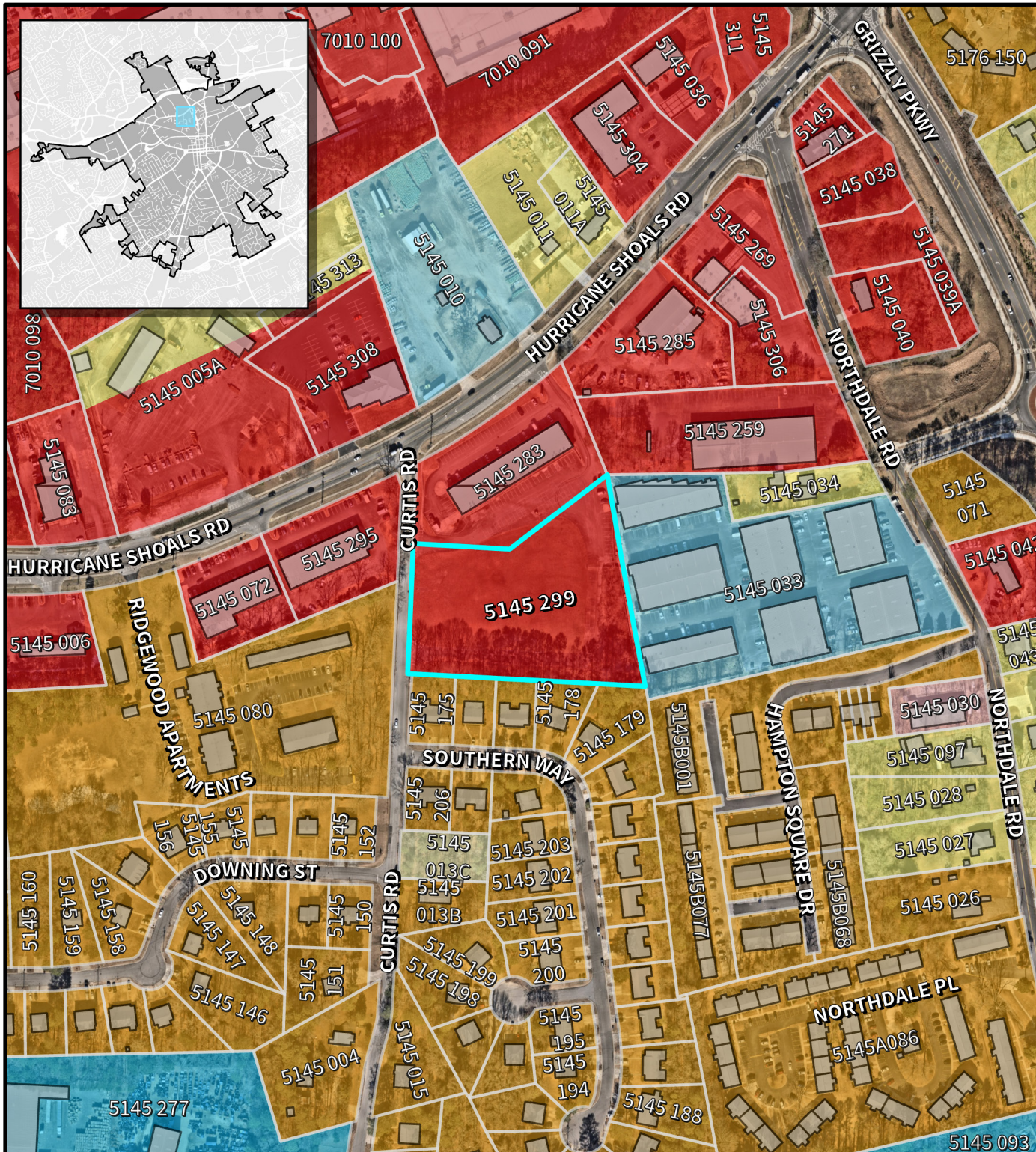
0 125 250 500 Feet



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Page 126





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

SUP2025-00109

Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

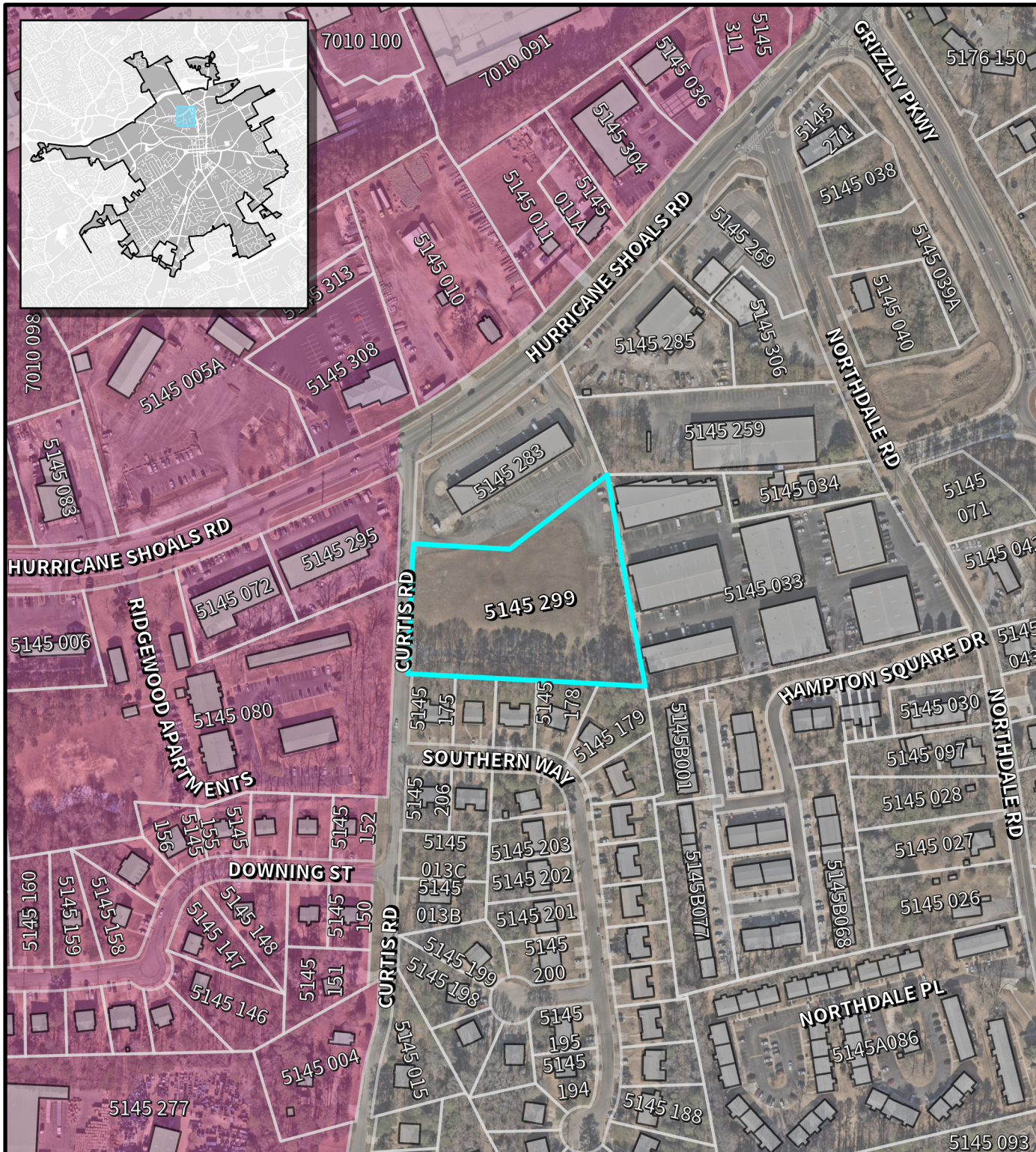
 Subject Property (~3.35 acres)

 Lawrenceville City Limits

2045 Character Areas

 Downtown

 Community Mixed Use



Scale: 1:3,600

0 125 250 500 Feet



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Planning & Development

SUP2025-00109

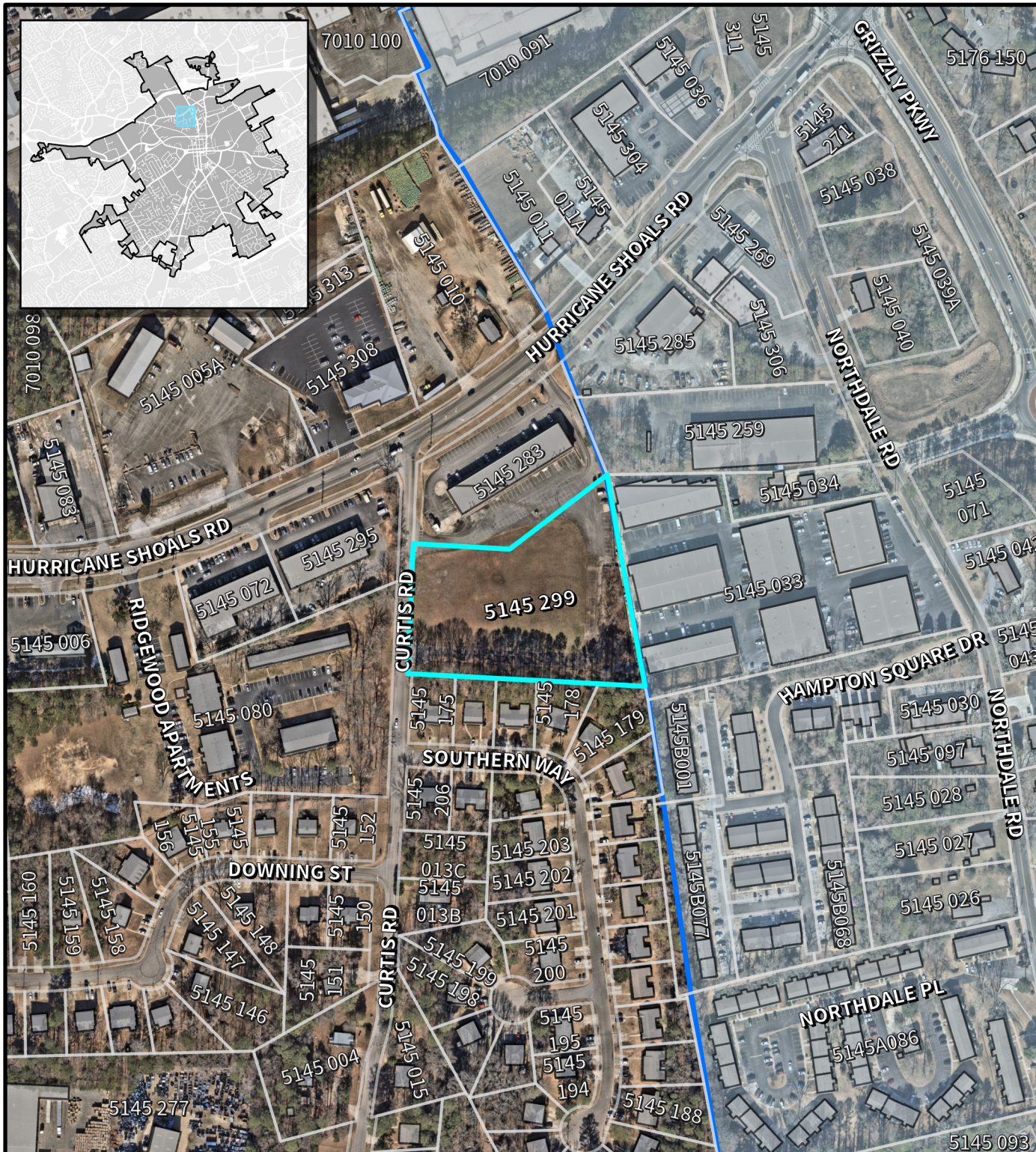
Applicant: Soccer 5 Atlanta
c/o Anderson Tate & Carr

-  Subject Property (~3.35 acres)
 Lawrenceville City Limits
 DDA Boundary

Scale: 1:3,600

0 125 250 500 Feet

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LAWRENCEVILLE

Planning & Development

11.

PLANNING & DEVELOPMENT COMMISSION

MAYOR AND COUNCIL

RECOMMENDED CONDITIONS - 10902012025

SUP2025-00109

Approval of a Special Use Permit to allow a Recreation and Entertainment Facility (outdoor soccer fields) at the subject property, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

A. A Recreation and Entertainment Facility, specifically outdoor soccer fields, as a Special Use Permit in BG (General Business District) zoning.

~~**B.** The development shall be in general accordance with the submitted site plan received by the Department of Planning and Development on July 7, 2025, 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 and exhibits received on July 7, 2025.~~

~~**C.**~~ **B.** 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.

C. Metal building facades are prohibited.

D. Operations shall end at 11pm.

E. Amplified PA system shall be prohibited

F. Development shall install security camera system and coordinate with the Lawrenceville Police Real Time Crime Center system.

~~**D-G.**~~ **G.** No land disturbance is allowed south of the existing asphalt pavement on the southern portion of the property adjacent to the existing residential

properties. Per direction of the Planning and Development Director, add additional landscape screening as necessary to ensure an opaque screen from the adjacent residential properties.

2. To satisfy the following site development considerations:

- A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
- B.** Provide a fifty-foot-wide (50 ft.) building setback adjacent to all rights-of-way (Curtis Road).
- C.** Provide a minimum ten-foot (10 ft.) landscape strip along all rights-of-way (Curtis Road). Front Yard Landscape Strips require the following plantings every one-hundred-linear foot (100 LF) of property line adjacent to a right-of-way, two (2) understory trees; eighteen (18) Shrubs; eighteen (18) Ornamental Grasses; and eighteen (18) Ground Cover. Final approval of a landscape plan shall be subject to the review and approval of the Director of the Planning and Development Department.
- D.** Provide a minimum of five-foot wide (5 ft.) concrete sidewalk adjacent to the public right-of-way along Curtis Road. Required five-foot wide (5 ft.) concrete sidewalk shall be a minimum of two feet (2 ft.) from the required back-of-curb.
- E.** During construction, a five-foot (5 ft.) Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outermost perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers, or Undisturbed Wetlands.
- F.** A five-foot (5 ft.) Construction Setback shall terminate with the issuance of a Certificate of Completion, Development Conformance, and/or Occupancy.
- G.** ~~Provide a two-hundred-foot (200 ft.) acceleration/deceleration lane with fifty foot (50 ft.) taper along the eastern right of way of Curtis Road, subject to the approval of City of Lawrenceville Engineering Department.~~ Dedicate at no cost to the City Right-of-Way to meet City standards, subject to the approval of the City of Lawrenceville Engineering Department.
- H.** All grassed areas shall be sodded.
- I.** Underground utilities shall be provided throughout the development.

- J.** Natural vegetation shall remain on the property until the issuance of a development permit.
- K.** Ground signage shall be limited to one monument-type sign serving the overall development and shall be subject to review and approval by the Director of Planning & Development. The sign shall include a minimum two-foot-high brick or stacked stone base, and the sign cabinet shall be fully surrounded by the same materials, matching the building's architectural treatments.
- L.** Billboards or oversized signs shall be prohibited.
- M.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or rights-of-way.
- N.** Dumpsters shall be located interior in the site away from adjacent residential property and screened by a one hundred percent (100%) opaque brick or stacked stone wall with an opaque metal gate enclosure. Dumpster enclosure shall be a minimum of eleven feet (11 ft) in width and fourteen feet (14 ft) in length.
- O.** 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.
- P.** Peddlers and/or parking lot sales shall be prohibited.
- Q.** The owner shall repaint or repair any graffiti or vandalism within seventy-two (72) hours of notice from the City.
- R.** The owner at their own expense shall construct the improvements required by Gwinnett County for public water and sewer for the subject property and shall convey the same to the County, free of all liens. Said improvements shall include on- and off-site improvements as are required by the County to provide service to the subject property.
- S.** All fencing shall be black vinyl coated chainlink fencing.
- T.** Signage and banners (including flags) are prohibited on the exterior of the fence surrounding the fields. Banners (including flags) may be allowed on the interior side of the fence surrounding the fields with the exception of the fence that parallels Curtis Road which banners and flags on the interior of

the fence shall be prohibited. Any signage and flags on the interior of the fence shall be in good repair and shall not be ragged or torn.

U. Any netting used shall be free of any screening and test and shall remain in good repair.

R.V. If soccer operations cease or if soccer operations are not active for 6 months, the SUP shall be remitted to Council for a public hearing to determine if the SUP shall be terminated. If the SUP is terminated, the current property owner shall secure all fencing and all soccer amenities shall be remove from the property.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item:	2025 Heritage Trail Medallion Recipients
Department:	Communications & Marketing Department
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	N/A
Presented By:	Melissa Hardegree, Chief Communications and Marketing Officer Dr. Michelle Bachelor Robinson, Heritage Trail Medallion Commission Chair
Action Requested:	Approval of the 2025 Heritage Trail Medallion Recipients

Summary: Dr. Michelle Bachelor Robinson, Commission Chair, will present the 2025 Heritage Trail Medallion Recipients to Council for approval.

Background: The Heritage Trail Medallion Commission meets as needed during the year to develop and recommend a list of historically significant figures to Lawrenceville's 204-year history for the purpose of honoring these individuals with medallions along the Heritage Trail while simultaneously telling Lawrenceville's story through the biographies of these individuals and their contributions to Lawrenceville.

This year, the Commission reviewed a total of seventeen nominations, including eleven previously submitted nominations that had not received a medallion and six new submissions. From these, five nominations were selected for final consideration. Ultimately, two medallion recipients were approved by a majority vote of the Commission members.

Fiscal Impact: None

Attachments/Exhibits:

- Grover Herman Tanner.pdf
- The Loving Aid Society Heritage Trail Medallion Nomination Application.pdf

HERITAGE TRAIL MEDALLION NOMINATION SUMMARY OF QUALIFICATIONS

Nominee: Grover Herman Tanner

When Lawrenceville was a small town and dependent on its citizens to build the community, Herman Tanner was a vital force. A Lawrenceville native born in 1907, he was the father of seven children and worked toward a strong school, church, and community for his family.

In 1944, the Lawrenceville School burned and had temporary quarters. After World War Two ended, the City Council voted to build a new school. Herman, who was a city councilman and Chairman of the Lawrenceville Board of Education, served as unpaid construction manager, devoting time, resources, and energy to the project. The result was a solid brick two story building deemed one hundred per cent fire proof.

With his family, he owned W. T. Tanner Hardware Co. located on the Lawrenceville square. In 1953, he founded a feed and poultry business which he operated for twenty years. He was an officer in the Kiwanis Club, a volunteer and supporter of Hi-Hope Service Center, and a past Worshipful Master of the Lawrenceville Masonic Lodge.

Herman was a pillar of the Lawrenceville First United Methodist Church. During the years, he chaired the Administrative Board, the Pastor-Parish Committee, the Campground Committee, Building Committee, and served as church Lay Leader and Church Treasurer. A short time before he died, he broke the ground for the present sanctuary on Crogan Street in a special ceremony.

Always interested and knowledgeable about county and family history, Herman was involved in the first Elisha Winn House Restoration. He participated in writing and editing the Gwinnett County Family History Book published in 1981. As with his other projects, Herman was a hands-on worker at the Winn House.

A raconteur of the first rank, Herman was known for stories of early Lawrenceville. He recounted incidents laced with earthy humor and memorable characters. His children are his legacy and contributed to the community in fields of law, medicine, and education, and the arts.

Biography

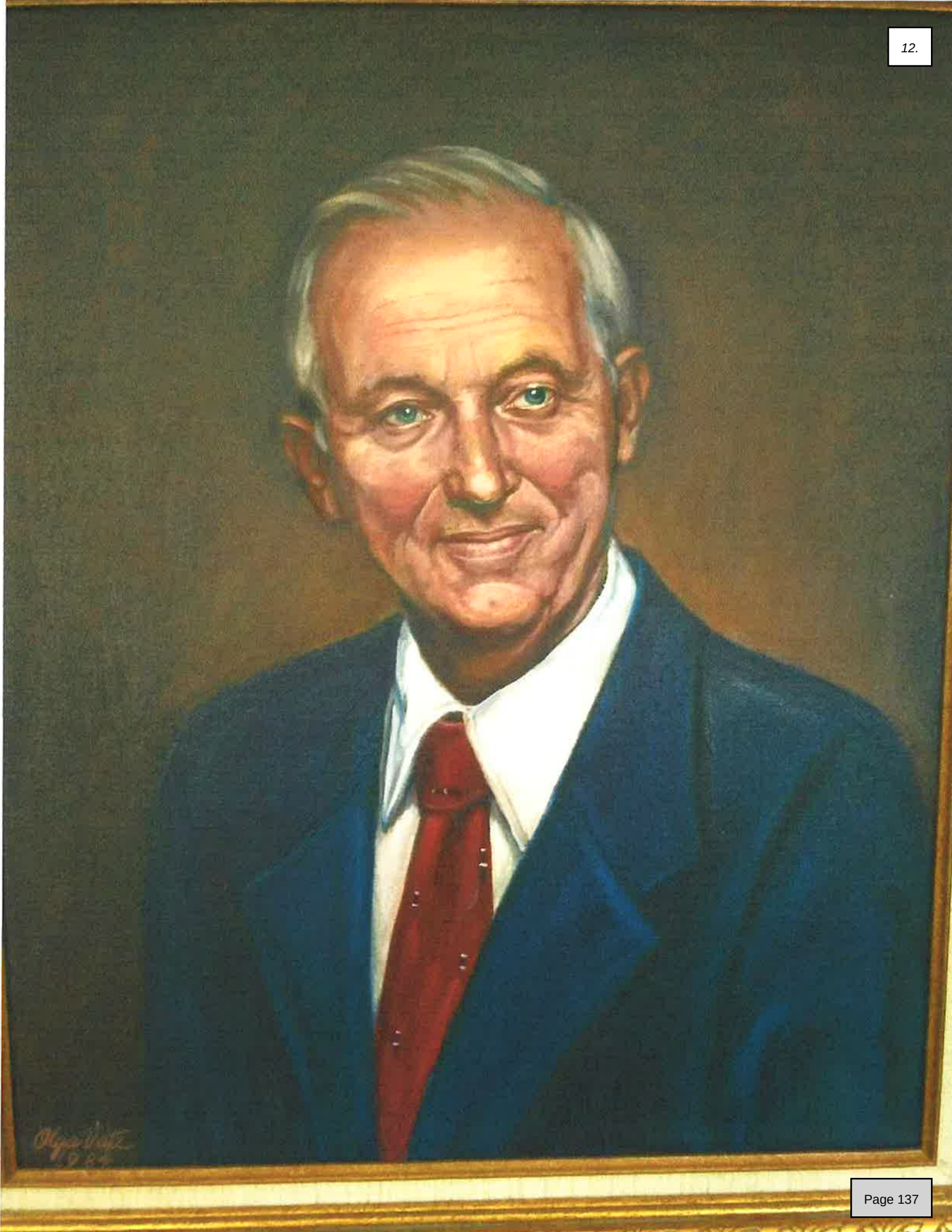
Grover Herman Tanner

Grover Herman Tanner was born on [REDACTED], 1907 in Lawrenceville to W.T. Tanner and Emma Maynard Tanner. He was the sixth of ten children in his family. Herman graduated from Lawrenceville High School and attended Emory University in Atlanta and the business school at the University of Georgia. He worked in his family's hardware business, owned a cotton gin, and supervised farming operations in Dacula and Lawrenceville. In 1953, he opened a Purina Feed dealership and operated a poultry business, including a hatchery and feed mill. He retired in the late seventies and enjoyed farming and raising cattle.

In 1938, Herman married Margaret Sumner, who lived in Sylvester, Georgia. He and Margaret were parents to seven children: Rachel Tanner Bronnum, Bill Tanner, Peggy Tanner Weiss, Emily Tanner, Nancy Tanner Sloss, Marian Tanner, and Susan Tanner. Herman and Margaret were enthusiastic volunteers in the church and community, working tirelessly to make their community a better place.

Herman's hobbies included wood-working, genealogy, quail hunting, reading, building, and anything that allowed him to be outdoors.

In 1980, Herman was diagnosed with cancer and died on [REDACTED] 1983 after courageously fighting the disease.



LAWRENCEVILLE
GEORGIA

Send your application along with your explanation and other documents, if desired, to:

Heritage Trail Medallion Commission

City of Lawrenceville

ATTN: Melissa Hardegree, Chief Communications Officer

70 S. Clayton Street

P.O. Box 2200

Lawrenceville, GA 30046

If preferred, the completed application may be scanned and emailed to arlene.paris@lawrencevillega.org.

For additional information about the Heritage Trail Medallion Commission and to submit your nomination electronically, visit ville.city/heritage-trail

Nomination for the Loving Aid Society to be considered for a Heritage Trail Medallion.

The Loving Aid Society was founded in 1888 by Laura Freeman and Bob Craig, who were former slaves. The Loving Aid Society was organized to give a form of burial insurance to ex-slaves and people of color.

In the time after emancipation it was challenging for ex-slaves to bury their deceased family members and it was also challenging to purchase death benefit insurance. To assist with caring for the deceased the Loving Aid Society was founded in 1888. Members paid monthly membership fees which enabled them to build up money for a proper burial.

The society performed numerous community service acts in the area. Each June the society would have an annual "Turn Out" where the members would come together to feast and socialize. The original building was located in the area of Church Street in Lawrenceville. The most recent building for the Loving Aid Society was built in April of 1959.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item:	Amendment to Chapter 32 of the Code of Ordinances
Department:	City Manager
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	N/A
Presented By:	Barry Mock, Assistant City Manager, Community Development
Action Requested:	Adopt the Ordinance to Amend Chapter 32 of the Code of Ordinances of the City of Lawrenceville, Georgia

Summary: The purpose of this amendment is to update Chapter 32 of the Code of Ordinances to increase efficiency and align current City operations.

Background: Chapter 32 of the Code of Ordinances is titled “Streets, Sidewalks and Other Public Properties”. It focuses on permitted and restricted behavior on public streets and sidewalks and within other City owned property.

Fiscal Impact: N/A

Concurrences: City Manager, City Clerk, City Attorney

Attachments/Exhibits:

- Chapter 32 Amending Ordinance



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item:	Agreement between City and CSX for Depot Area
Department:	City Manager
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	\$10,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the agreement between the City & CSX as presented, and grant authorization for the Mayor to execute the agreement subject to review by the City Attorney.

Summary: The City has reached an agreement with CSX by which the City will lease the area to the west of the Train Depot building. This area will be used to construct a dumpster enclosure for use by a future restaurant tenant in the Train Depot building. This agreement is for \$2,500/year for 4 years, can be renewed for an additional 4 years, and after that time it will auto renew. This agreement has been reviewed by Risk Management & the City Attorney.

Fiscal Impact: \$10,000

Attachments/Exhibits:

- CSX1042320-City of Lawrenceville – Lawrenceville GA FINAL clean.docx
- Aerial – GA-135-1115708 (1).pdf

LICENSE AGREEMENT

THIS LICENSE (the "License"), made and effective as of _____ (the "Effective Date"), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF LAWRENCEVILLE, whose mailing address is 70 S Clayton Street, P.O. Box 2200, Lawrenceville, GA, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to use property owned or controlled by Licensor at or near Lawrenceville, County of Gwinnett, State of Georgia, beginning at milepost SG 544.11, containing 0.27 acres, more or less, hereinafter called the "Premises," as shown on Exhibit A, dated 06/13/2025, attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to the provisions of this License, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Premises for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee a non-exclusive right to use said Premises above for the term herein stated.

1.2 Licensee shall use and occupy the Premises solely for the purpose of **non-revenue generating parking, location of a dumpster enclosure, non-recreational landscaping, installation and maintenance of a fence suitable to deter encroachers on Licensor's right of way and for no other purpose(s). Licensee shall not allow any maintenance of vehicles on the Premises.**

1.3 The removal of soils from the Premises by Licensee is strictly prohibited. Should Licensee desire to bring soil or fill materials that originates off-site to the Premises then Licensee shall submit to Licensor a soil management plan that demonstrates compliance with Licensor's then-current clean fill policies.

1.4 Licensee hereby acknowledges that it has access to/from the Premises via lands owned by Licensee and/or a public right-of-way. Any road crossing of Licensor's track(s) or right-of-way necessary for access to/from the Premises must be covered by a separate agreement.

2. ENCROACHMENT INVENTORY FEE

2.1 Licensee shall pay Licensor an annual license fee of TWO THOUSAND, FIVE HUNDRED 00/100 U.S. DOLLARS (\$2,500.00) (the "License Fee") upon execution of this License and annually thereafter, plus any applicable sales or rental tax thereon.

2.2 The License Fee shall be adjusted on an annual basis by three percent (3%) per annum. For avoidance of doubt, the aforementioned escalation percentage in any given year of this License shall be applied to the previous year's License Fee.

3. TAXES/ASSESSMENTS ON LICENSEE'S PROPERTY:

3.1 Licensee shall pay the full amount of any and all taxes/assessments - State, County, Municipal and Special - levied or assessed the Premises, and any penalties in connection therewith due to acts or omissions of Licensee. All necessary payment, listing and other duties in connection with the taxation of said Premises shall be performed by Licensee.

3.2 If taxes and/or assessments on said property or improvements are levied against and paid by Licensor, Licensee shall reimburse Licensor for the full amount thereof within thirty (30) days after presentation of bill(s) from Licensor therefor.

4. TERM:

4.1 This License shall become effective the date first written above and shall continue in effect for Four (4) year(s) (the "Initial Term") unless and until terminated by written notice for breach or cause as hereafter provided. Licensee shall have the option to extend the term for an additional four years (the "Additional Term") by providing Licensor with written notice of its intent NINETY (90) days prior to the expiration of the Initial Term. During the Additional Term, Licensor shall reserve the right to terminate, for any reason, this License by providing 90 days' written notice to Licensee. Upon the expiration of the Initial Term or Additional Term, should it be exercised, this Lease shall continue unless terminated by either party by giving NINETY (90) days written notice.

5. APPROVAL OF PLANS; MAINTENANCE, REPAIRS, FLAGGING:

5.1 Licensee shall not make or permit to be made any building, structures, improvements or alterations on or to the Premises without the prior written approval and consent of Licensor. Licensee, at Licensee's sole cost and expense, may make such changes in said Premises necessary to make Premises suitable for the permitted use, after obtaining consent of Licensor, and provided that Licensee, at the expiration of this License, shall return the Premises to Licensor restored to a condition acceptable to Licensor.

5.2 Licensee shall not create or permit any nuisance in, on or about the Premises. Licensee shall maintain the Premises in a neat and clean condition (including proper mowing

when applicable). Buildings and other structures of Licensee erected on the Premises shall also be maintained by Licensee to the satisfaction of Licensor.

5.3 All work by Licensee pursuant to this License shall be performed in good and workmanlike manner and in compliance with all applicable code provisions.

5.4 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Premises, and if the same is not performed by Licensee within 30 days, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

5.5 Neither the approval by Licensor of any improvements or installations made by Licensee, nor the failure of Licensor to object to any work done, any material used, or the method of construction or installation, shall be construed as an admission of responsibility by Licensor or as a waiver of any of Licensee's obligations under this License.

5.6 If Licensor deems it necessary, during any construction, maintenance, demolition or removal of anything on or from the Premises, to provide flagging or construction oversight for protection of Licensor's operations, Licensor shall have the right to do so at Licensee's expense.

6. INSPECTIONS:

6.1 Licensor shall have the right, during regular business hours, upon reasonable notice to Licensee, and at mutually agreeable times, to conduct field examinations of the Premises and verify: (i) Licensee's use of the Premises is in accordance with the terms of this License; and (ii) any other reasonable review or assessment of the Premises or matters pertaining to this License as reasonably determined by Licensor.

7 PERMITS, ORDINANCES, REGULATIONS, ETC.:

7.1 Before any work hereunder is performed, or before use by Licensee of the Premises for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) or certificate(s) of approval from any Federal, State, or local public authorities having jurisdiction over the Premises or its intended use and, to the extent required by State law, shall thereafter observe and comply with all applicable requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.

7.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

8. DRAINAGE:

8.1 Licensee shall maintain, in accordance with all applicable statutes, ordinances, codes, subdivision covenants and restrictions, an adequate drainage system on the Premises, diverting all roof, stream, or other surface drainage water from the Premises to the nearest public (or non-Licensor owned) drainage or storm sewer system, in order to prevent the discharging of such waters upon adjacent lands, right-of-way and facilities of Licensor.

8.2 Licensee shall maintain any segment of Licensor's railroad drainage ditch located within the limits of Premises.

9. – 10. INTENTIONALLY OMITTED

11. CLAIM OF TITLE:

11.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this License shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Premises(s) or segment of right of way occupied, used or enjoyed in any manner by Licensee under any rights created in this License. It is expressly understood that Licensor does not warrant title to any Right-of-way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the right-of-way, and all leases, licenses and easements or other interests previously granted to others therein.

11.2 The term "license," as used herein, shall mean with regard to any portion of the right-of-way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Premises is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the right-of-way, with dominion and control over such portion of the right-of-way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of right-of-way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the right-of-way and grants no other rights whatsoever under this License, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the right-of-way. Licensee further acknowledges that it does not have the right to occupy any portion of the right-of-way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the right-of-way that would impair Licensor's existing rights therein.

11.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof. Licensee agrees to the extent allowed under applicable law, to indemnify and defend all claims or litigation for slander of title,

overburden of easement, or similar claims arising out of or based upon Licensee's use of the Premises, including claims for punitive or special damages.

11.4 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Premises, nor shall the exercise of this License for any length of time give rise to any right, title, or interest in said property other than the license herein created.

12. INTENTIONALLY OMITTED

13. TERMINATION:

13.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement. However, neither termination nor revocation of this License shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

13.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) restore property of Licensors in a manner satisfactory to Licensors, and (b) reimburse Licensors any loss, cost or expense of Licensors resulting from loss or damage to said Premises thereto.

14. RISK, LIABILITY, INDEMNITY:

14.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the use of the Premises or any structure in connection therewith, or restoration of premises of Licensors to good order or condition, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance or replacements, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

14.2 Use of Licensors right-of-way involves certain risks of loss or damage as a result of the rail operations. Licensee expressly assumes all risk of loss and damage to Licensee's Property in, on or over the Premises, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include the property of third parties situated or placed upon Licensors right-of-way by Licensee or by such third parties at request of or for sole benefit of Licensee.

14.3 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Premises is located, and their respective officers, agents and employees.

14.4 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

14.5 Notwithstanding anything contained in this License, the limitations of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintain under this License.

15. INSURANCE:

15.1 Prior to commencement of due diligence or use of the Premises pursuant to this License, Licensee shall procure and shall maintain during the continuance of this License, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability under this License. Coverage of not less than FIVE MILLION U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage is required as a minimum to protect Licensee's assumed obligations hereunder. If said policy does not automatically cover Licensee's contractual liability under this License, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

Licensee shall also carry, for the benefit of Licensee and its employees, Worker's Compensation Insurance as required by the state in which the Premises is located. Licensee is self-insured up to \$500,000 and carries a \$1,000,000 Liability policy in excess of the self-insured amount. Unless prohibited by law, such insurance shall waive subrogation against Licensor.

Licensee shall also maintain Automobile Liability Insurance in an amount not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence. Policy shall name Licensee as insured and Licensor, and/or its designee, as additional insured.

15.2 If Licensee contracts for new construction or structural alterations to the Premises, Licensee shall provide prior to commencement of any construction activity, and maintain during the period of construction and all related activities, at no cost to Licensor, a policy of Owner's Protective Liability Insurance designating Licensor, and/or its designee, as insured, with a limit of not less than FIVE MILLION U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for all bodily injury and property damage liability. If the construction, demolition or alterations operations are within fifty (50) feet of any Licensor operated railroad track or have the potential to affect any railroad bridge, trestle, tunnel, track, roadbed, overpass or underpass, the insurances shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current) the

ISO/RIMA Form (ISO Form CG-00-35, or current) of Railroad Protective Insurance, with Pollution Exclusion Amendment (ISO Endorsement No. CG-28-31), having a limit of not less than FIVE MILLION U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage and at least a TEN MILLION U.S. DOLLARS (\$10,000,000.00) aggregate limit during each annual policy period. The original protective liability policy shall be submitted to and approved by Licensor's Director - Casualty Insurance, at the address above, prior to commencement of construction.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding any construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

15.3 Licensor may at any time request evidence of insurance purchased by Licensee to meet requirements of this Article, and may demand that Licensee purchase insurance deemed adequate by Licensor, but not to exceed the limits of this Article. Failure of Licensee to comply within thirty (30) days of Licensor's, or its designee's, demand shall be a default, subject to the termination provisions of this License. Furnishing of insurance by Licensee shall not limit Licensee's liability under this License but shall be additional security therefore.

15.4 Insurance purchased by the Licensee shall not be a waiver of the Licensee's sovereign immunity. Any insurance policy obtained under this provision is not intended to and shall not waive the City's sovereign immunity.

16. DEFAULT:

16.1 The performance of each covenant of this License shall be deemed of the essence thereof, and in the event Licensee fails or refuses to perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of railroad emergency), unless such work cannot be completed within said time period but Licensee has commenced and is diligently prosecuting such remedy, Licensor shall have the option of immediately terminating this License, and of revoking the privileges and powers hereby conferred.

16.2 No waiver by Licensor of its rights as to any breach of covenant herein contained shall be construed as a permanent waiver of such covenant, or any subsequent breach thereof, unless such covenant is permanently waived in writing by Licensor.

17. – 19. INTENTIONALLY OMITTED:

20. ASSIGNMENT:

20.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein.

20.2 This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

20.3 Licensee shall give Licenser written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

20.4 Licenser expressly reserves the right to assign this License, in whole or in part, to any grantee, Licensee, or vendee of Licenser's underlying property interests in the Premises.

20.5 In the event of any unauthorized sale, transfer, assignment, sublicense, sublet or encumbrance of this License, or any of the rights and privileges hereunder, Licenser, at its option, may revoke this License by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licenser for any loss, cost or expense Licenser may incur as a result of Licensee's failure to obtain said consent.

21. – 23. INTENTIONALLY OMITTED:

24. ENVIRONMENTAL, SAFETY:

24.1 No additional improvements shall be placed, allowed, or maintained by Licensee in, upon or on the Premises except upon prior separate written consent of Licenser.

24.2 The Premises shall not be used for a scrap or junk yard, the burning of refuse, deposit of debris, garbage, sewage, or waste of any kind, or for any other unsanitary or unhealthful purposes of any kind or nature, or any other use contrary to any laws or regulations.

24.3 No portion of the Premises may be used for the transportation, treatment, storage or disposal of hazardous materials, hazardous substances or hazardous waste, as classified under RCRA (Title 42 U.S. Code, Sections 6901, et al.), CERCLA (Title 42 U.S. Code, Sections 9601-9657, et al.) or SARA (Title 42 U.S. Code, Sections 9601(35), et al.), or for any other use or purpose requiring a federal or state environmental permit.

25. NOTICE:

25.1 Notices under this License shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express delivery, and by confirmed e-mail.

25.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

25.3 Notices to Licenser shall be sent to:

CSX Transportation, Inc.
c/o Real Estate Contract Management – J180
500 Water Street
Jacksonville, FL 32202
E-mail: customerrelations@csx.com

Notices to Licensee shall be sent to:

City of Lawrenceville
Attn: Chuck Warbington, City Manager
Email: Chuck.Warbington@lawrencevillega.org
Phone: 678-407-6415

25.4 Any party hereto may change its address or designate different entities to receive copies by notifying the other party in a manner described in this Section.

26. TIME OF ESSENCE: Time shall be considered of the essence both to the Licensee and the Licensor for all activities undertaken or required pursuant to this License.

27. MISCELLANEOUS:

27.1 This License, and the attached specifications, contains the entire understanding between the parties hereto. Neither this License, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person. Neither the form of this License, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

27.2 This License is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof. This License shall be construed and governed by the laws of the State of Georgia.

27.3 If any amount due pursuant to the terms of this License is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

27.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under this License.

27.8 The provisions of this License are considered confidential and may not be disclosed by Licensee to a third party without the consent of the Licensor, except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

27.9 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, removal, restoration and reimbursement provisions herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date of this License.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF LAWRENCEVILLE

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this License.

Print/Type Name: _____

Print/Type Title: _____



GA-LAWRENCEVILLE-CITY OF LAWRENCEVILLE
SITE: GA-135-1115708
GWINNETT COUNTY - LAWRENCEVILLE, GA
S - ATLANTA - ABBEVILLE
MILEPOST: SG 544.11

0 40 80
Feet



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item:	2026 Employee Health Insurance Approval
Department:	City Manager
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	The Fiscal Year 2026 Budget has \$11,766,900 available for claims, premiums, and administration of the Group Health Benefits
Presented By:	Michael Fischer, Assistant City Manager - Operations
Action Requested:	Approval of this benefits plan as described in the summary below for health coverages to begin January 1, 2026, and give the City Manager or his designee the authority to approve and execute the necessary coverages and documents to implement the plan.

Summary: City health and related coverages approval:

- Offer two HDHP plans with HSA's
- Renew with independent Third Party Administrator (TPA) using *HealthEZ*
- Renew with Cigna network
- Renew with Voya for stop loss insurance
- Renew with Veracity as the independent Pharmacy Benefits Manager
- 12% expected increase
- Renew Aetna Medicare Advantage Plan for retirees without the \$500 retiree HRA
- Renew Life and Disability with OneAmerica
- Renew with EAP Ulliance
- Renew with Livongo Diabetic Support to help members stay on top of their health with connected devices and personalized coaching with an easy-to-use mobile app
- No changes to Dental, Vision, Know-the -Costs, or Supplemental Plans

Fiscal Impact: The Fiscal Year 2026 Budget has \$11,766,900 available for claims, premiums and administration of the Group Health Benefits.

Concurrences: City Manager's Office, Human Resources, Finance



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item:	Approval of contract for Gas Relocation Project at S.R. 81 and Old Conyers Road (SB004-26)
Department:	Natural Gas
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	
Presented By:	Todd Hardigree, Natural Gas Director
Action Requested:	Award contract to Gunter Construction Company, Inc. for Gas Relocation Project at S.R. 81 and Old Conyers Road (SB004-26) and authorize the Mayor or City Manager to sign a contract with the approval of the City Attorney

Summary: The City of Lawrenceville issued Invitation to Bid SB004-26 for the relocation of natural gas facilities associated with the Georgia Department of Transportation (GDOT) Project at S.R. 81 and Old Conyers Road. This relocation is required to accommodate GDOT's roadway construction and to ensure the continued safe and reliable operation of the City's natural gas distribution system.

The scope of work includes installation of polyethylene pipe by bore and open trench, service tie-ins, service replacements, locate station installations, and related improvements. The bid was publicly advertised in accordance with the City's Procurement Ordinance and competitive sealed bidding procedures.

Bids Received:

The City received four sealed bids by the submission deadline. A tabulation of bids is provided below (see attached bid tabulation sheet for detail):

Gunter Construction Company, Inc. – \$552,233.82
 Primoris Distribution Services – \$679,069.05

Southeast Connections, LLC – \$874,910.94
Southern Pipeline, LLC – \$748,500.00

All bids were reviewed for responsiveness to the specifications and requirements set forth in the Invitation to Bid. Based on this review, Gunter Construction Company, Inc. has been determined to be the lowest responsive, responsible bidder.

Fiscal Impact: \$552,240 budgeted on Capital Project 11-006.
Gas Capital Funds have been allocated to this project. GL: 5164700.541000

Attachments/Exhibits:

- SB004-26 Award Checklist.pdf
- SB004-26 Tab.pdf



LAWRENCEVILLE

GEORGIA

Solicitation Award Checklist

Solicitation Name: SB004-26, SR 20 at Old Conyers Rd

Purchasing Procedural Requirements

Addenda Acknowledgement

Received



N/A ☐

Bid Bond

Received



N/A ☐

Bid Schedule

Received



N/A ☐

Certificate of Insurance

Received



N/A ☒ after award

E-Verify

Received



N/A ☐

Non-Collusion Affidavit

Received



N/A ☐

Secretary of State Registered

Yes



N/A ☐

Purchasing Signature

Department / Stakeholder

Meets technical requirements as stated

Yes ☒

N/A ☐

References checked

Yes ☒

N/A ☐

Statement of Bidders Qualifications

Yes ☒

N/A ☐

Department Signature

SB004-26
 GDOT S.R. 81 at Old Conyers Road Project
 Gas Department

				Gunter Construction Company, Inc.		Primoris Distribution Services		Southeast Connections, LLC		Southern Pipeline, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project											
1	Warranties & Bonds	1	LS	\$8,933.00	\$8,933.00	\$15,065.64	\$15,065.64	\$20,000.00	\$20,000.00	\$31,000.00	\$31,000.00
2	Remobilization	1	LS	\$4,300.00	\$4,300.00	\$1,687.17	\$1,687.17	\$16,048.64	\$16,048.64	\$5,000.00	\$5,000.00
3	4” PE Bore	2000	LF	\$40.00	\$80,000.00	\$53.50	\$107,000.00	\$78.64	\$157,280.00	\$50.00	\$100,000.00
4	4” PE Open Trench	6000	LF	\$39.00	\$234,000.00	\$32.97	\$197,820.00	\$45.86	\$275,160.00	\$50.00	\$300,000.00
5	2" PE Open Trench	500		\$62.24	\$31,120.00	\$28.97	\$14,485.00	\$38.10	\$19,050.00	\$50.00	\$25,000.00
6	2" PE Bore	500		\$62.24	\$31,120.00	\$47.26	\$23,630.00	\$51.07	\$25,535.00	\$50.00	\$25,000.00
7	4" Polyethylene Tie-in	9	EA	\$2,121.83	\$19,096.47	\$6,502.08	\$58,518.72	\$7,089.57	\$63,806.13	\$6,000.00	\$54,000.00
8	2” Polyethylene Tie-in	6	EA	\$1,571.10	\$9,426.60	\$5,539.37	\$33,236.22	\$7,298.20	\$43,789.20	\$4,000.00	\$24,000.00
9	Service Replacement Insert/Re-dig Shortside Polyethylene	5	EA	\$2,200.00	\$11,000.00	\$2,882.12	\$14,410.60	\$3,917.29	\$19,586.45	\$4,000.00	\$20,000.00
10	Service Replacement Insert/Re-dig Longside Polyethylene	5	EA	\$2,500.00	\$12,500.00	\$3,983.13	\$19,915.65	\$5,150.22	\$25,751.10	\$6,000.00	\$30,000.00
11	Locate Station Installation	15	EA	\$196.85	\$2,952.75	\$421.79	\$6,326.85	\$418.58	\$6,278.70	\$300.00	\$4,500.00
12	Add for Rock Bore	500	LF	\$105.00	\$52,500.00	\$142.32	\$71,160.00	\$220.35	\$110,175.00	\$100.00	\$50,000.00
13	Add for Blast/Hammer Rock	500	LF	\$105.00	\$52,500.00	\$222.00	\$111,000.00	\$176.22	\$88,110.00	\$150.00	\$75,000.00
14	Cost Plus/Crew without Welder	1	Daily Rate	\$2,785.00	\$2,785.00	\$4,813.20	\$4,813.20	\$4,340.72	\$4,340.72	\$5,000.00	\$5,000.00
Total				\$552,233.82		\$679,069.05		\$874,910.94		\$748,500.00	

Recommended Vendor:
 Gunter Construction Company
 455 Fredrix Alley
 Lawrenceville GA 30046
tday@gunterconst.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 27, 2025

AGENDA CATEGORY: NEW BUSINESS

Item:	Approval of contract for the interior build-out of the second floor of the Lawrenceville Arts Center
Department:	Community and Economic Development
Date of Meeting:	Monday, October 27, 2025
Fiscal Impact:	
Presented By:	Jasmine Jackson, Community and Economic Director
Action Requested:	Award contract to Thomas Turnkey, LLC for interior build-out of the second floor at the LAC (SB005-26) and authorize the Mayor or City Manager to sign a contract with the approval of the City Attorney

Summary: The City of Lawrenceville solicited sealed bids for construction services to complete the interior build-out of the second floor at the Lawrenceville Arts Center (LAC), located at 125 North Clayton Street. This project supports the City's ongoing investment in the LAC campus and will provide additional usable space for meetings, training, and future tenant needs.

The scope of work includes framing, drywall, mechanical/electrical/plumbing installation, finishes, and coordination with existing building systems. All work will comply with applicable building codes and the City's design standards for the facility.

Bids were opened on October 15, 2025, at which time the following seven bids were received:

Bidder Base Bid Amount

Thomas Turnkey, LLC	\$655,834.00
Diversified Construction of Georgia, Inc.	\$734,800.00
K-Team Engineering & Construction	\$738,835.00
Pencor Striker Contracting LLC	\$778,680.00
BG Construction Group LLC	\$833,000.00

Greater Georgia Contracting, Inc. \$975,882.00
 Unica Construction Group LLC \$995,633.00
 Harmon Solutions, LLC \$990,656.50
 Multiplex LLC \$1,056,252.00

Bid Evaluation

Staff from the City's Community and Economic Development Department, in coordination with Purchasing, reviewed all submissions for completeness, compliance with specifications, and contractor qualifications.

Thomas Turnkey, LLC, submitted the lowest responsive and responsible bid in the amount of \$655,834.00.

The company has demonstrated successful performance on similar commercial build-out and renovation projects throughout the region and met all bonding and insurance requirements.

Staff respectfully recommends that Mayor and Council award Bid No. SB005-26 to Thomas Turnkey, LLC in the amount of \$655,834.00 for the Lawrenceville Arts Center Second Floor Build-Out Project and authorize the Mayor or City Manager to execute all necessary documents on behalf of the City.

Fiscal Impact: \$655,834.00 budgeted on Capital Project 01-007 Lawrenceville Arts Center. SPLOST Funds have been allocated to this project. GL: 3261565-541000

Attachments/Exhibits:

- Bid Certification_Signed.pdf
- SB005-26 Tab.pdf



LAWRENCEVILLE

GEORGIA

Solicitation Award Checklist

SB005-26, The Lawrenceville Arts Center Second Floor - Interior Build

Solicitation Name: -Out

Purchasing Procedural Requirements

Addenda Acknowledgement	Received	☒	N/A	☐
Bid Bond	Received	☒	N/A	☐
Bid Schedule	Received	☒	N/A	☐
Certificate of Insurance	Received	☐	N/A	☐
E-Verify	Received	☒	N/A	☐
Non-Collusion Affidavit	Received	☒	N/A	☐
Secretary of State Registered	Yes	☒	N/A	☐

Purchasing Signature Chris Duncan

Department / Stakeholder

Meets technical requirements as stated	Yes	☒	N/A	☐
References checked	Yes	☒	N/A	☐
Statement of Bidders Qualifications	Yes	☒	N/A	☐

Department Signature Jasmine Jackson

SB005-26

Lawrenceville Arts Center Second Floor

Build-Out Project

Facilities

		BG Construction Group LLC	Diversified Construction of Georgia, Inc.	Greater Georgia Contracting Inc.	Harmon Solutions, LLC	K-Team Engineering & Construction
ITEM #	DESCRIPTION	BASE BID	BASE BID	BASE BID	BASE BID	BASE BID
1.	Lawrenceville Arts Center Second Floor Interior Build-Out	\$995,633.00	\$734,800.00	\$1,056,252.00	\$990,656.50	738,835.00
TOTAL		995,633.00	734,800.00	1,056,252.00	990,656.50	738,835.00

		Multiplex LLC	Pencor	Striker Contracting LLC	Thomas Turnkey LLC	Unica Construction Group LLC
ITEM #	DESCRIPTION	BASE BID	BASE BID	BASE BID	BASE BID	BASE BID
1.	All costs associated with the complete demolition of structures and abatement disposal for 182 Scenic Hwy Project	\$833,000.00	\$903,386.00	\$778,680.00	\$655,834.00	\$975,882.00
TOTAL		833,000.00	903,386.00	778,680.00	655,834.00	975,882.00

Recommended Vendor:

Thomas Turnkey, LLC

1327 Lake Forest Lane

McDonough GA 30253

sean@thomasturnkey.com